

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

First American Title Insurance Company, a CA corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate go days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

By *Curt S. Johnson* President

Attest *Christy Kelly* Secretary

By *[Signature]*
Authorized Signatory





MOUNTAIN VIEW TITLE & ESCROW, INC.
LICENSED TITLE INSURANCE AGENCY

First American Title Insurance Company

Case No: 128632

COMMITMENT

SCHEDULE A

1. Effective Date: July 14, 2014 at 7:00 A.M.

2. Policy or Policies to be issued:

(a) ALTA Owner's Policy - 6/17/06

Amount - 0 -

Proposed Insured: NONE

(b) ALTA Loan Policy - 6/17/06

Amount - 0 -

Proposed Insured: NONE

3. Title to the Fee Simple estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in:

Dale R. Satterthwaite

4. The land referred to in the Commitment is located in Weber County, State of Utah and is described as follows:

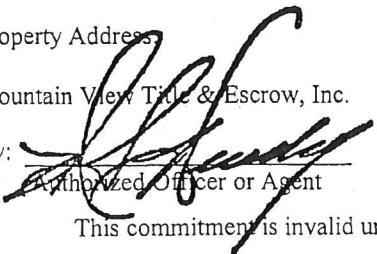
SEE ATTACHED EXHIBIT "A"

Property Address:

Raw Ground, , Utah

Mountain View Title & Escrow, Inc.

Escrow Officer: Mike Hendry

By: 
Authorized Officer or Agent

Countersigned at Ogden, Utah

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule A consists of 2 page(s)

EXHIBIT "A"

PART OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING 40 FEET SOUTH OF THE NORTHWEST CORNER OF SECTION 20, THENCE EAST TO THE CENTERLINE OF THE NORTH BRANCH OF THE SOUTH FORK OF THE OGDEN RIVER, THENCE EASTERLY ALONG SAID CENTERLINE 560 FEET, MORE OR LESS, THENCE NORTH 4D45' WEST 20 FEET, THENCE NORTH 1.49 CHAINS TO SECTION LINE, THENCE EAST 33 FEET, THENCE SOUTH 1.49 CHAINS, THENCE SOUTH 4D45' EAST 12.08 CHAINS, THENCE SOUTH 9D46' WEST 246 FEET TO THE NORTH LINE OF COTTONWOOD LANE, THENCE WESTERLY ALONG THE NORTH LINE OF ROAD TO THE WEST LINE OF SAID QUARTER SECTION, THENCE NORTH 1003 FEET TO BEGINNING. ALSO PART OF THE NORTHEAST QUARTER SECTION 19, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING 40 FEET SOUTH OF THE NORTHEAST CORNER OF SAID QUARTER SECTION, THENCE SOUTH 18D WEST 55.42 FEET, THENCE SOUTH 0D14'29" EAST PARALLEL TO SECTION LINE 943.20 FEET, THENCE NORTH 89D12' EAST 33 FEET TO SECTION LINE, THENCE NORTH 0D14'29" WEST 1003 FEET ALONG LINE TO BEGINNING.
EXCEPTING ANY PORTION OF LAND LYING WITHIN 7900 EAST STREET.



MOUNTAIN VIEW TITLE & ESCROW, INC.
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First American Title Insurance Company

Case No. 128632

COMMITMENT

SCHEDULE B - Section I

Requirements

The following are the requirements to be complied with:

- Item a) Payment to or for the account of the grantors or mortgagors or the full consideration for the estate or interest to be insured.
- Item b) Proper instrument(s) creating the estate or interest to be insured executed and duly filed for record, to-wit:

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule B1 consists of 1 page(s)



MOUNTAIN VIEW TITLE & ESCROW, INC.
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First American Title Insurance Company

Case No: 128632

COMMITMENT

SCHEDULE B - Section II

Exceptions

II. Schedule B of the policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

EXCEPTIONS 1 THROUGH 6 WILL NOT APPEAR IN THE MORTGAGE POLICY TO BE ISSUED HEREUNDER.

7. Taxes for the year 2013 have been paid in the amount of \$125.39. Taxes for the year 2014 are accruing as a lien but not yet due or payable.
SERIAL NUMBER: 21-034-0008

Lien arising as of 12 o'clock noon of January 1 for any unpaid personal property taxes which may be listed against the property described herein

8. Said property is included within the following boundaries and is subject to any charges and assessments levied by them as a result of services provided.

GENERAL FUND, G O BOND FUND, LIBRARY, WEBER SCHOOL DISTRICT, STATEWIDE SCHOOL BASIC LEVY, MOSQUITO ABATEMENT DISTRICT, WEBER BASIN WATER - GENERAL, WEBER / MORGAN HEALTH, JUDGMENT LEVY - W.C., PARAMEDIC FUND, WEBER FIRE DISTRICT, STATE ASSESS & COLLECT / MULTI CO, ASSESS & COLLECT / COUNTY, OGDEN VALLEY GAS IMP DISTRICT, UNINCORP WEBER COUNTY, WEBER SCHOOL DIST JUDGMENT LEVY, WEBER AREA DISPATCH 911 AND EM. SERV. DIST.- (S-S), WEBER FIRE G.O. BOND - 2006 SERIES

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule B2 consists of 4 page(s)



MOUNTAIN VIEW TITLE & ESCROW, INC.
LICENSED TITLE INSURANCE AGENCY

First American Title Insurance Company

Case No: 128632

COMMITMENT

SCHEDULE B - Section II

Exceptions

9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed
10. Subject to all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines, and right of way and easements thereof.
11. The effects of the South Fork Ogden River, and the meandering courses of said river over, upon and/or across said property.
12. Subject to any rights, interests or easements in favor of the State of Utah, the United States of America, or the general public which exist or claim to exist for any rivers, creeks, canals and/or ditches over and across said property.
13. Any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may have been covered by water.
14. Subject to 100 year Flood Plan and River Easement affecting Northerly portion of said property, as disclosed on the dedication plat for Cottonwood Rivers Subdivision Phase 2.
15. Access along the Southerly property line is via Cottonwood Lane (1050 South) a private road and subject to maintenance fees thereof.
16. Any easements and/or Right of Ways to maintain various ditches over said property as disclosed by various deeds of record.
17. RIGHT OF WAY AND EASEMENT GRANT
Grantee: THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, A COLORADO CORPORATION
Location: SEE DEED
Purpose: THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REMOVE SUCH COMMUNICATION AND OTHER FACILITIES FROM TIME TO TIME, AS SAID GRANTEE MAY REQUIRE UPON, OVER, UNDER AND ACROSS THE DESCRIBED LAND.
Dated: November 19, 1969
Recorded: February 18, 1970
Entry Number: 531811
Book: 936 Page: 8
(AFFECTS SOUTHERLY PROPERTY LINE)

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule B2 consists of 4 page(s)



MOUNTAIN VIEW TITLE & ESCROW, INC.
LICENSED TITLE INSURANCE AGENCY

First American Title Insurance Company

Case No: 128632

COMMITMENT

SCHEDULE B - Section II

Exceptions

18. RIGHT OF WAY AND EASEMENT GRANT
Grantee: THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, A COLORADO CORPORATION
Location: SEE DEED
Purpose: THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REMOVE SUCH COMMUNICATION AND OTHER FACILITIES FROM TIME TO TIME, AS SAID GRANTEE MAY REQUIRE UPON, OVER, UNDER AND ACROSS THE DESCRIBED LAND.
Dated: October 3, 1969
Recorded: February 18, 1970
Entry Number: 531815
Book: 936 Page: 12
(AFFECTS SOUTHERLY PROPERTY LINE)
19. APPLICATION FOR ASSESSMENT AND TAXATION OF AGRICULTURAL LAND 1969 FARMLAND ASSESSMENT ACT
Recorded: June 6, 2003
Entry Number: 1945626
Book: 2381 Page: 1889
20. NOTE: NO EXISTING DEED OF TRUST APPEARS OF RECORD. IF THIS INFORMATION IS NOT CORRECT, PLEASE NOTIFY THE COMPANY AS SOON AS POSSIBLE TO PROVIDE INFORMATION REGARDING THE EXISTING LOAN.
21. JUDGMENTS WERE CHECKED AGAINST THE FOLLOWING NAMES AND NONE WERE FOUND TO BE OF RECORD:

DALE R. SATTERTHWAITE
22. A 24 MONTH VESTING CHAIN OF TITLE HAS BEEN DONE AND THE FOLLOWING ITEMS WERE FOUND TO BE OF RECORD.

NONE
23. NOTICE TO APPLICANT: THE LAND HEREIN MAY BE SERVICED BY CITIES, IMPROVEMENT DISTRICTS, OR UTILITY COMPANIES THAT PROVIDED MUNICIPAL TYPE SERVICES FOR WATER, SEWER, ELECTRICITY OR OTHER SERVICES THAT DO NOT RESULT IN A LIEN, BUT FOR WHICH SERVICES MAY BE TERMINATED IN THE EVENT OF NON-PAYMENT OF SERVICE CHARGES TO DATE OR TRANSFER FEES. ALTHOUGH THE COMPANY ASSUMES NO LIABILITY THEREFORE, YOU ARE URGED TO MAKE INVESTIGATION INTO SUCH MATTERS.
24. NOTE: ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION. YOU MAY REVIEW A COPY OF THE ARBITRATION RULES AT <http://www.alta.org>. ANY DECISION REACHED BY ARBITRATION SHALL

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Schedule B2 consists of 4 page(s)



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LICENSED TITLE INSURANCE AGENCY

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SCHEDULE B - Section II

Exceptions

BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

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Schedule B2 consists of 4 page(s)

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

PRIVACY POLICY NOTICE



MOUNTAIN VIEW TITLE & ESCROW, INC. LICENSED TITLE INSURANCE AGENCY

5732 South 1475 East, Suite 100, Ogden, Utah 84403

930 Chambers Street, Suite 3, South Ogden, Utah 84403

365 West 1550 North, Suite A, Layton, Utah 84041

256 North State Street, Suite D, Morgan, Utah 84050

264 East 12200 South, Suite G, Draper, Utah 84020

239 South Main, Suite 200, Cedar City, Utah 84720

720 South River Road, #C115, St. George, Utah 84790

Title V of the Gramm-Leach-Bliley Act generally prohibits any financial institution, directly or through its affiliates, from sharing non public personal information about you with a non affiliated third party unless the institution provides you with a notice of its privacy policy and practices.

In order to better serve your needs now and in the future we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information, including but not limited to personal or financial information. We agree that you have a right to know how we will utilize the information that you provide to us. Together with our underwriters we have adopted this privacy policy to govern the use and handling of your personal information.

This privacy policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, including but not limited to, public records or from another party who you may have provided information to pertinent to the sale, the purchase or collateralization of real property.

We may collect non-public personal information about you from the following sources:

- *Information we receive from you such as on applications, communications with us which are in writing, by telephone, electronic means or in person.
- *Information about your transactions we secure from our prior files which you may have been part of as a seller, a buyer or a borrower or from affiliates you may have done business with.
- *Information we receive from a credit or consumer reporting agency.

We use the information collected for our own legitimate business purposes and not for the benefit of any non affiliated party. We do not share the information with any party outside of the transaction which you are presently involved with as a buyer, a seller, borrower or beneficiary. We will not release your information to non affiliated parties except as necessary to provide the product or service you have requested of us or as permitted by law. We may store your information indefinitely, including the period after which any customer relationship has ceased. The information concerning you may be used for any internal purpose such as quality control efforts or customer analysis. Even if you are no longer our customer, our privacy policy will continue to apply.

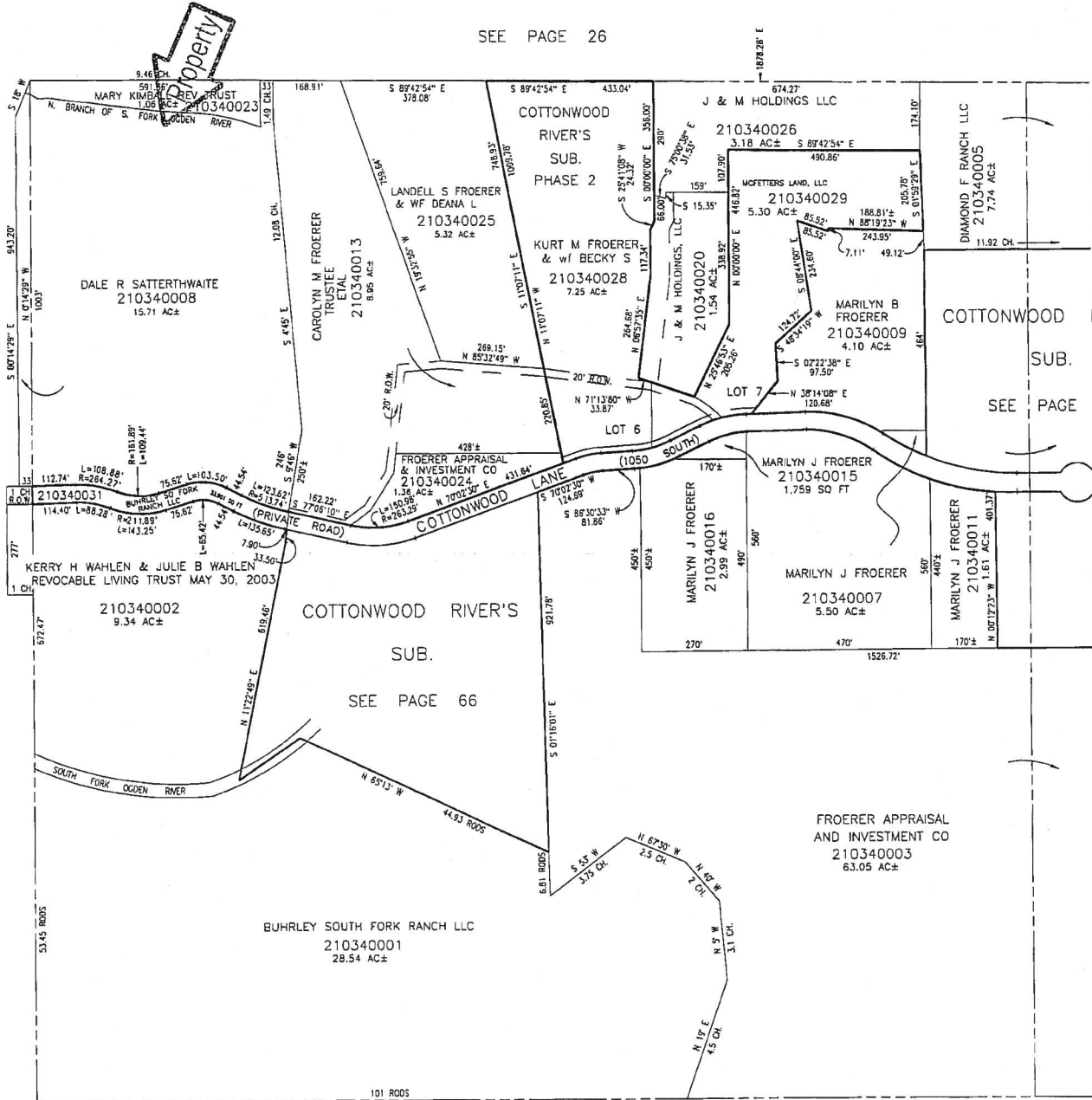
We will use our best efforts to ensure that no unauthorized parties have access to you information. We restrict public access to your personal information. We restrict access to your personal information with those individuals and entities needing to access your information in order to provide products and services for you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this privacy statement. We will continue to maintain physical, electronic and procedural safeguards that are in compliance with federal regulations to protect and guard your non-public personal information.

N.W. 1/4
SECTION 20, T.6N., R.2E., S.L.B. & M.

IN WEBER COUNTY
SCALE 1" = 200'

TAXING UNIT: 318

SEE PAGE 26



SEE PAGE 33

SEE PAGE 66

SEE PAGE 33

SEE PAGE 30

SEE PAGE 32

NOTICE THIS IS NEITHER A PLAT NOR A SURVEY. IT IS FURNISHED MERELY AS A CONVENIENCE TO AID YOU IN LOCATING THE LAND INDICATED HEREON WITH REFERENCE TO STREETS AND OTHER LAND. NO LIABILITY IS ASSUMED BY REASON OF ANY RELIANCE HEREON.