



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

Old Republic National Title Insurance Company

Case No: 128367

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
Proposed Insured: NONE
Amount - 0 -
 - (b) ALTA Loan Policy - 6/17/06
Proposed Insured: NONE
Amount - 0 -
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:
Michael J. Sherman and Carolyn C. Sherman, husband and wife, as joint tenants
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:

960 Ogden Canyon, Ogden, Utah 84401,

Mountain View Title & Escrow, Inc.

Escrow Officer: Joann Louth-Summers
Countersigned at Chambers, Utah

By: 
Authorized Officer or Agent

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

Schedule A consists of 3 page(s)

EXHIBIT "A"

PARCEL 1:
PART OF LOTS 6, 7 AND 8, WILCOX CAMPING AND BOATING RESORT MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A REBAR AND CAP AT THE SOUTHEAST CORNER OF PARCEL C SAID POINT BEING SOUTH 37 DEG 15 MIN EAST 280.88 FEET ALONG THE EASTERLY LINE OF SAID WILCOX CAMPING AND BOATING RESORT FROM THE NORTHEAST CORNER OF LOT 1, THENCE SOUTH 37 DEG 15 MIN EAST 49.35 FEET ALONG THE EASTERLY LINE OF SAID WILCOX CAMPING AND BOATING RESORT TO A REBAR AND CAP, THENCE SOUTH 54 DEG 55 MIN 04 SEC WEST 139.26 FEET TO A REBAR AND CAP ON THE EASTERLY SIDE OF A 16 FOOT RIGHT OF WAY, THENCE ALONG SAID RIGHT OF WAY NORTH 48 DEG 06 MIN 04 SEC WEST 46.53 FEET TO A REBAR AND CAP AT THE SOUTHWEST CORNER OF PARCEL C, RUNNING THENCE NORTH 53 DEG 22 MIN 30 SEC EAST 147.93 FEET ALONG THE SOUTHERLY LINE OF SAID PARCEL C TO THE POINT OF BEGINNING.

PARCEL 2A:
PART OF LOTS 7 & 8 & 9, WILCOX CAMPING & BOATING RESORT MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A REBAR CAP AT THE SOUTHEAST CORNER OF PARCEL F SAID POINT BEING SOUTH 37D15' EAST 330.23 FEET ALONG THE EASTERLY LINE OF SAID WILCOX CAMPING & BOATING RESORT FROM THE NORTHEAST CORNER OF LOT 1, THENCE SOUTH 37D15' EAST 59.77 FEET ALONG THE EASTERLY LINE OF SAID WILCOX CAMPING & BOATING RESORT TO REBAR & CAP, THENCE SOUTH 54D47'58" WEST 127.65 FEET TO A REBAR & CAP ON THE EASTERLY SIDE OF A 16 FOOT RIGHT OF WAY, THENCE ALONG SAID RIGHT OF WAY NORTH 48D06'04" WEST 61.57 FEET TO A REBAR & CAP AT THE SOUTHWEST CORNER OF PARCEL F, RUNNING THENCE NORTH 54D55'04" EAST 139.26 FEET ALONG THE SOUTHERLY LINE OF SAID PARCEL F TO THE POINT OF BEGINNING. SUBJECT TO ANY WRITTEN OR UNWRITTEN EASEMENTS THAT MAY EXIST ON THE PROPERTY.

PARCEL 2B:
PART OF LOTS 8 & 9, WILCOX CAMPING & BOATING RESORT MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A REBAR CAP AT THE SOUTHEAST CORNER OF PARCEL D, SAID POINT BEING SOUTH 37D15' EAST 390 FEET ALONG THE EASTERLY LINE OF SAID WILCOX CAMPING & BOATING RESORT FROM THE NORTHEAST CORNER OF LOT 1 THENCE SOUTH 37D15' EAST 72.00 FEET ALONG THE EASTERLY LINE OF SAID WILCOX CAMPING & BOATING RESORT TO A REBAR & CAP AT THE SOUTHEAST CORNER OF LOT 9 SAID WILCOX CAMPING & BOATING RESORT, THENCE SOUTH 68D30' WEST 124.00 FEET TO A REBAR & CAP ON THE EASTERLY SIDE OF A 16 FOOT RIGHT OF WAY THENCE ALONG SAID RIGHT OF WAY NORTH 48D06'04" WEST 43.69 FEET TO A REBAR & CAP AT THE SOUTHWEST CORNER OF PARCEL D, RUNNING THENCE NORTH 54D47'58" EAST 127.65 FEET ALONG THE SOUTHERLY LINE OF SAID PARCEL D TO THE POINT OF BEGINNING. SUBJECT TO ANY WRITTEN OR UNWRITTEN EASEMENTS THAT MAY EXIST ON THE PROPERTY.

PARCEL 2C:
PART OF LOT 10, WILCOX CAMPING AND BOATING RESORT MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A REBAR AND CAP AT THE SOUTHEAST CORNER OF LOT 9, SAID POINT BEING SOUTH 37D15' EAST 462 FEET ALONG THE EASTERLY LINE OF SAID WILCOX CAMPING AND BOATING RESORT FROM THE NORTHEAST CORNER OF LOT 1, THENCE SOUTH 57D58'29" WEST 71.21 FEET A POINT 5 FEET FROM AND PERPENDICULAR TO THE SOUTHEAST CORNER OF A CABIN AND NOT THE EYES THENCE SOUTH 54D47'55" WEST 49.32 FEET RUNNING PARALLEL TO THE SOUTHERLY SIDE OF SAID CABIN TO THE EAST SIDE OF A RIGHT-OF-WAY THENCE NORTH 35D19'49" WEST 25.43 FEET ALONG SAID

RIGHT OF WAY TO A REBAR AND CAP AT THE SOUTHWEST CORNER OF LOT 9, THENCE
NORTH 68D30' EAST 124 FEET ALONG THE SOUTH LINE OF SAID LOT 9 TO THE POINT OF
BEGINNING.



MOUNTAIN VIEW TITLE & ESCROW, INC.
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Case No. 128367

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.
LICENSED TITLE INSURANCE AGENCY

Old Republic National Title Insurance Company

Case No: 128367

COMMITMENT

SCHEDULE B - Section II

Exceptions

GENERAL EXCEPTION

1. Defects in liens, encumbrances, adverse claims or other matters, if any, created, first appearing the public records or attaching subsequent to the effective date hereof but prior to the date proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

SPECIAL EXCEPTIONS

1. Water rights, claims to water or water rights, whether or not shown in the public records.

STANDARD EXCEPTIONS

2. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessment on real property or by the public records.
3. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession, or claiming to be in possession, thereof.
4. Easements, liens, encumbrances, or claims of easements, liens or encumbrances which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; Indian treaty or aboriginal rights including, but not limited to, easements or equitable servitudes.
7. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
8. Any service, installation, connection, maintenance, or construction charges for sewer, water, electricity, or garbage.
9. PARCEL 1:
Taxes for the year 2013 have been paid in the amount of \$371.59. Taxes for the year 2014 are accruing as a lien but not yet due or payable.
SERIAL NUMBER: 20-019-0006

PARCEL 2A, 2B AND 2C:
Taxes for the year 2013 have been paid in the amount of \$748.88. Taxes for the year 2014 are accruing as a lien but not yet due or payable.
SERIAL NUMBER: 20-019-0016

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

Old Republic National Title Insurance Company

Case No: 128367

COMMITMENT

SCHEDULE B - Section II

Exceptions

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

10. 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, EDEN CEMETERY DISTRICT, 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

11. 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

12. EASEMENT AND CONDITIONS CONTAINED THEREIN IN QUIT CLAIM DEED

Grantor: TIRZAH B. ROSS

Grantee: COELIA R. HOLBROOK AND LEONARD B. ROSS AND DR. AARON B. ROSS

Location: SEE DEED

Purpose: RIGHT OF WAY FOR PERSON, ANIMALS AND VEHICLES FOR THEIR INGRESS AND EGRESS FROM THE ABOVE DESCRIBED LOT TO THE COUNTY ROAD IN OGDEN CANYON.

Dated: May 21, 1963

Recorded: May 21, 1963

Entry Number: 402741

Book: 743 Page: 200

13. PATENT:

Wherein: SUBJECT TO ANY VESTED AND ACCRUED WATER RIGHTS FOR MINING, AGRICULTURAL, MANUFACTURING, OR OTHER PURPOSES, AND RIGHTS TO DITCHES AND RESERVOIRS USED IN CONNECTION WITH SUCH WATER RIGHTS, AS MAY BE RECOGNIZED AND ACKNOWLEDGED BY LOCAL CUSTOMS, LAWS, AND DECISION, OF COURTS; AND THERE IS RESERVED FROM THE LAND HEREBY GRANTED, A RIGHT OF WAY THEREON FOR DITCHES OR CANALS CONSTRUCTED BY AUTHORITY OF THE UNITED STATES.

Recorded: September 27, 1965

Book: 817 Page: 358

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Schedule B2 consists of 4 page(s)



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LICENSED TITLE INSURANCE AGENCY

Old Republic National Title Insurance Company

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COMMITMENT

SCHEDULE B - Section II

Exceptions

14. Subject to any written or unwritten easements that may exist on the property as referenced in Entry No. 1996930, 2085968, 2085969 and 2085970.
15. SUBJECT TO A RIGHT OF WAY FOR INGRESS AND EGRESS ONLY OVER AND ACROSS SUBJECT PROPERTY AS CREATED BY QUIT CLAIM DEED
Recorded: December 5, 2003
Entry Number: 1996931
16. REBUILD NOTICE
Dated: April 5, 2010
Recorded: April 5, 2010
Entry Number: 2465837
17. REBUILD NOTICE
Dated: April 5, 2010
Recorded: April 5, 2010
Entry Number: 2465950
18. RESOLUTION NO. 27-2012
Dated: December 11, 2012
Purpose: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY, UTAH, CONFIRMING THE TAX TO BE LEVIED FOR MUNICIPAL SERVICES PROVIDED TO THE UNINCORPORATED AREA OF WEBER COUNTY AND DESCRIBING THE SERVICES TO BE PROVIDED THEREIN.
Recorded: December 13, 2012
Entry Number: 2610456
19. Subject to Wheeler Creek as shown on the attached plat.
20. TRUST DEED
Dated: March 12, 2013
Amount: \$96,000.00
Trustor: MICHAEL J. SHERMAN AND CAROLYN C. SHERMAN
Beneficiary: AMERICA FIRST FEDERAL CREDIT UNION
Trustee: AMERICA FIRST FEDERAL CREDIT UNION
Recorded: March 14, 2013
Entry Number: 2625186
(AFFECTS PARCEL 2A, 2B AND 2C)
21. NOTICE OF LIEN
Dated: April 9, 2008
Claimant: WEBER BASIN WATER CONSERVANCY DISTRICT
Amount: \$780.01

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

Schedule B2 consists of 4 page(s)



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LICENSED TITLE INSURANCE AGENCY

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COMMITMENT

SCHEDULE B - Section II

Exceptions

Recorded: April 16, 2008
Entry Number: 2335251

22. JUDGMENTS WERE CHECKED AGAINST THE FOLLOWING NAMES:

LEFTUS INVESTMENT COMPANY
NATHAN SCHULTZ
ERICKA ZAVALA
ERIK WARD
MICHAEL J. SHERMAN
CAROLYN C. SHERMAN

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

WARRANTY DEED DATED FEBRUARY 20, 2013 BY AND BETWEEN ERICKA ZAVALA TO MICHAEL J. SHERMAN AND CAROLYN C. SHERMAN, RECORDED AS ENTRY NUMBER: 2621451.

24. 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.

25. 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.altia.org>. ANY DECISION REACHED BY ARBITRATION SHALL 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)

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
264 East 12200 South, Suite G, Draper, Utah 84020
365 West 1550 North, Suite A, Layton, Utah 84041
239 South Main, Suite 200, Cedar City, Utah 84720
256 North State Street, Suite D, Morgan, Utah 84050
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 your 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.

Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota 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 six (6) months 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, Old Republic National 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.

Continued on back page

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Issued through the Office of


Authorized Signatory

By  President

Attest  Secretary

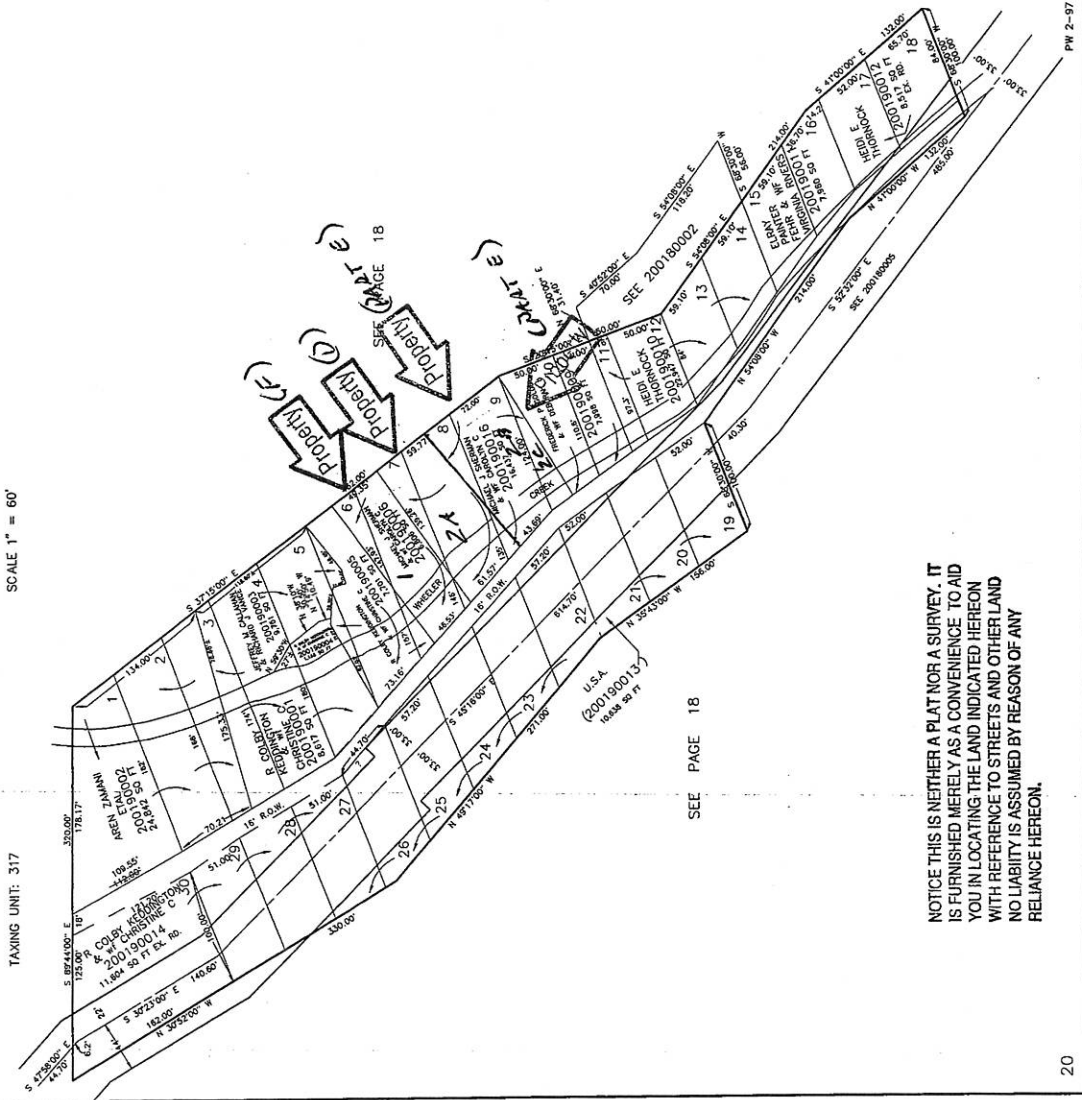
CONDITIONS

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.aiaa.org/>.

PART OF S.E. 1/4, SEC. 16, T.6N., R.1E., S.L.B. & M.
WILCOX CAMPING & BOATING RESORT
IN WEBER COUNTY

TAXING UNIT: 317

SCALE 1" = 60'



SEE PAGE 18

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.