

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

Case No: 129212

COMMITMENT

SCHEDULE A

1.	Effective Date: September 1, 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:

Kathleen V. Buck and Romney H. Buck, trustees of the Kathleen V. Buck Family Protection Trust, dated the 27th day of February, 2004

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:

Mountain

Escrow, Inc.

hydzed Chicer or Agen

Blue Acres Subdivision Phase 4,

Escrow Officer: Kerri Jo Christoffersen Countersigned at Ogden, Utah

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

EXHIBIT "A"

A PART OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLUE ACRES SUBDIVISION, A POINT WHICH LIES SOUTH 89 DEG 13 MIN 14 SEC EAST, 1324.87 FEET AND SOUTH 00 DEG 46 MIN 46 SEC WEST, 244.81 FEET FROM THE NORTHWEST CORNER OF SAID SECTION THENCE SOUTH 89 DEG 13 MIN 14 SEC EAST, 205.99 FEET; THENCE NORTH 00 DEG 46 MIN 46 SEC EAST, 211.81 FEET; THENCE EAST, 60.01 FEET; THENCE SOUTH 00 DEG 46 MIN 46 SEC WEST, 212.62 FEET; THENCE SOUTH 89 DEG 13 MIN 14 SEC EAST, 759.76 FEET TO A POINT WHICH IS 30 PERPENDICULAR TO THE CENTER OF A CANAL DITCH; THENCE ALONG A LINE WHICH IS 30 FEET NORTHWESTERLY AND SOUTHWESTERLY PARALLEL TO SAID DITCH CENTER LINE THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 43 DEG 46 MIN 44 SEC WEST, 135.92 FEET; (2) SOUTH 48 DEG 48 MIN 30 SEC WEST 270.23 FEET; (3) WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 485.98 FEET, WITH A RADIUS OF 4062.12 FEET, WITH A CHORD BEARING OF SOUTH 50 DEG 24 MIN 8 SEC WEST, WITH A CHORD LENGTH OF 485.69 FEET; (4) SOUTH 54 DEG 15 MIN 47 SEC WEST, 279.31 FEET; (5) SOUTH 53 DEG 11 MIN 48 SEC WEST, 173.73 FEET; THENCE NORTH 00 DEG 46 MIN 46 SEC EAST 869.06 FEET TO THE POINT OF BEGINNING.



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

Case No. 129212

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.



Case No: 129212

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

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.
- Taxes for the year 2013 are paid. Taxes for the year 2014 are due and payable on or before November 30, 2014 in the amount of \$142.20 under prior Serial Number: 15-078-0068
 SERIAL NUMBER: 15-078-0131

Taxes for the year 2013 are paid. Taxes for the year 2014 are due and payable on or before November 30, 2014 in the amount of \$142.20 under prior Serial Number: 15-078-0068. SERIAL NUMBER: 15-078-0132

Taxes for the year 2013 are paid. Taxes for the year 2014 are due and payable on or before November 30, 2014

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



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

COMMITMENT

SCHEDULE B - Section II

Exceptions

in the amount of \$198.25 under prior Serial NUMBER: 15-078-0069.

SERIAL NUMBER: 15-078-0133

Taxes for the year 2013 are paid. Taxes for the year 2014 are due and payable on or before November 30, 2014

in the amount of \$198.25 under prior Serial Number: 15-078-0069.

SERIAL NUMBER: 15-078-0134

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, WEST WEBER / TAYLOR CEMETERY DISTRICT, WEBER / MORGAN HEALTH, TAYLOR / W WEBER CUL WATER DISTRICT, JUDGMENT LEVY - W.C., PARAMEDIC FUND, WEBER FIRE DISTRICT, STATE ASSESS & COLLECT / MULTI CO, ASSESS & COLLECT / COUNTY, 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. 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.

13. AGREEMENT

Dated: November 16, 1990

By and Between: THE STATE OF UTAH, ACTING THROUGH THE BOARD OF WATER RESOURCES

AND THE WILSON IRRIGATION COMPANY

Recorded: May 17, 1996 Entry Number: 1406857 Book: 1806 Page: 2976 (NO EXACT LOCATION)

EASEMENT TO USE DISTRIBUTION SYSTEM

Dated: October 25, 1990

Grantor: WILSON IRRIGATION COMPANY

Grantee: STATE OF UTAH ACTING THROUGH THE BOARD OF WATER RESOURCES

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



Case No: 129212

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

COMMITMENT

SCHEDULE B - Section II

Exceptions

Location: NO EXACT LOCATION

Purpose: AN EASEMENT TO USE THE EXISTING WATER DISTRIBUTION SYSTEM OF CANALS, DITCHES, PIPELINES AND ALL APPURTENANT WORKS AND FACILITIES OF THE WEBER-BOX

ELDER CONSERVATION DISTRICT.

Recorded: May 17, 1996 Entry Number: 1406858 Book: 1806 Page: 2985

- 14. The Effects of an accurate survey; specifically legal description described herein doesn't close by approximately 35 feet.
- 15. A twenty (20) foot Easement in favor of the Central Weber Sewer Improvement District along the Northerly property as disclosed in various easements recorded with the Weber County Recorders office.
- 16. Notes, Conditions and/or Restrictions as disclosed on dedication plat.
- 17. Any easements and/or right of ways to maintain an existing canal running diagonally along the Southeast boundary line of subdivision; as disclosed on dedication plat (Affects lots 9, 12, 13 and 14)
- 18. APPLICATION FOR ASSESSMENT AND TAXATION OF AGRICULTURAL LAND 1969 FARMLAND ASSESSMENT ACT

Recorded: January 12, 2006 Entry Number: 2154306

19. RESOLUTION NO. 2014-03

Purpose: ANNEXATION PETITION HAS BEEN FILED WITH THE DISTRICT REQUESTING THAT THE REAL PROPERTY IDENTIFIED BE ANNEXED INTO THE DISTRICT IN ORDER TO RECEIVE SANITARY SEWER TREATMENT AND DISPOSAL SERVICES FROM THE DISTRICT.

Recorded: June 30, 2014 Entry Number: 2692491

20. APPLICATION FOR ASSESSMENT AND TAXATION OF AGRICULTURAL LAND 1969 FARMLAND

ASSESSMENT ACT Recorded: August 23, 2004 Entry Number: 2051615

- 21. 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.
- 22. SUBJECT TO THE TERMS, CONDITIONS AND/OR RESTRICTIONS OF THAT CERTAIN KATHLEEN V. BUCK FAMILY PROTECTION TRUST, DATED THE 27TH DAY OF FEBRUARY, 2004, AS DISCLOSED AS ENTRY NO. 2134082, OF WEBER COUNTY RECORDS.

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



Case No: 129212

COMMITMENT

SCHEDULE B - Section II

Exceptions

23. JUDGMENTS WERE CHECKED AGAINST THE FOLLOWING NAMES AND NONE WERE FOUND TO BE OF RECORD:

KATHLEEN V. BUCK ROMNEY H. BUCK

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

NONE

- 25. 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.
- 26. 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 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.

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

Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

Old Republic NationalTitle 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

Issued through the Office of

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company 400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

Ву

President

Authonzed Signatory

Attest

Secretary

ORT Form 4308 ALTA Commitment for Title Insurance 6/06

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.
- 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/.

Order No.: 129212

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.

396

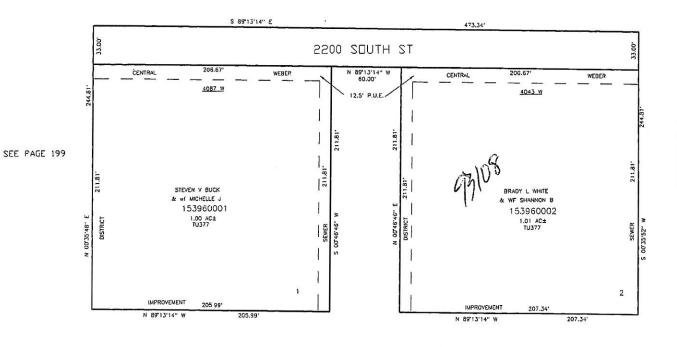
PART OF THE SW.1/4, OF SECTION 28, T.6N., R.2W., S.L.B. & M.

BLUE ACRES SUBDIVISION

TAXING UNIT: 377

IN WEBER COUNTY
SCALE 1" = 40'

SEE PAGE 78-3



SEE PAGE 78-3

FOR COMPLETE ENG DATA SEE ORIGINAL DEDICATION PLAT IN BOOK 61, PAGE 64 OF RECORDS.

10' UTILITY & DRAINAGE EASEMENTS EACH SIDE OF PROPERTY LINES AS INDICATED BY DASHED LINES EXCEPT AS OTHERWISE CHOWN.

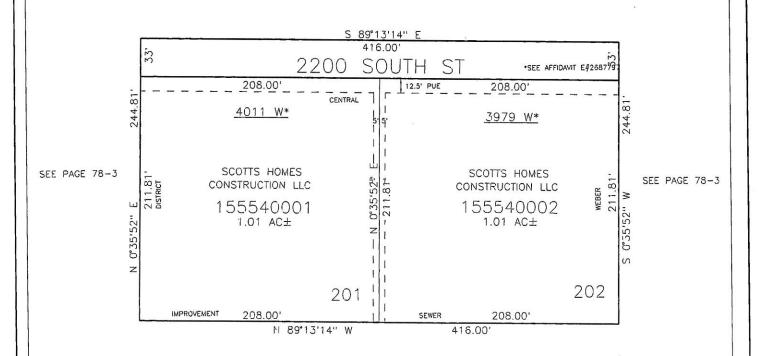
554

PART OF THE SW1/4, OF SECTION 28, T.611., P.2W., S.L.B. & M. BLUE ACRES SUBDIVISION PHASE 2

IN WEBER COUNTY SCALE 1" = 40'

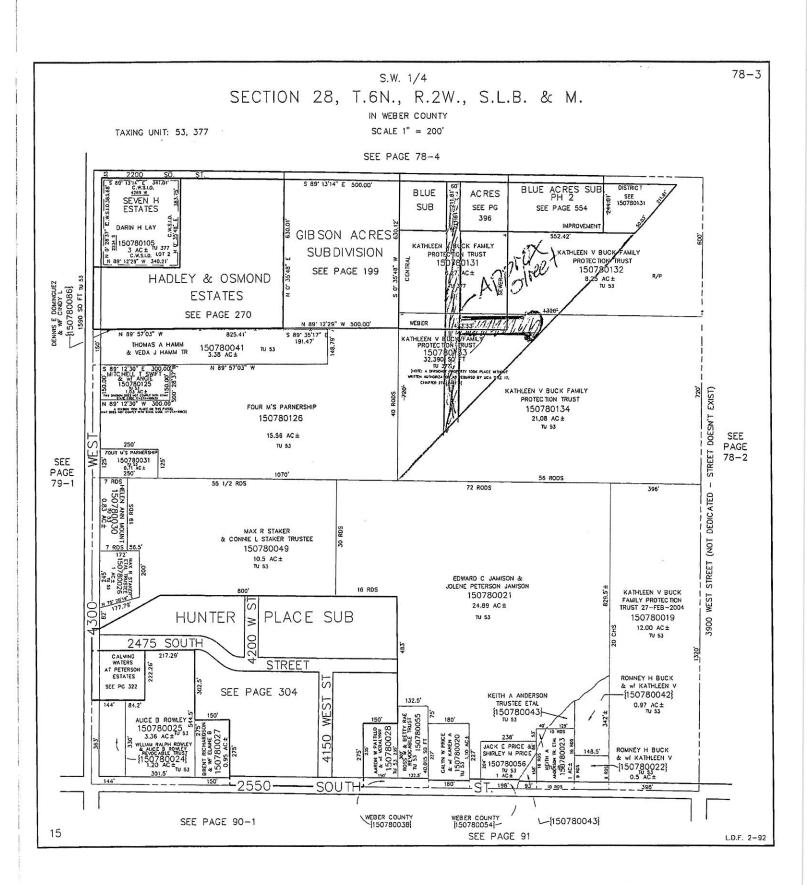
TAXING UNIT: 377

SEE PAGE 78-3



SEE PAGE 78-3

12.5' UTILITY & DRAINAGE EASEMENTS EACH SIDE OF PROPERTY LINES AS INDICATED BY DASHED LINES E CEPT AS OTHERWISE SHOWIL. FOR COMPLETE ENG DATA SEE ORIGINAL DEDICATION PLAT IN BOOK 75, PAGE 80 OF RECORDS. SEE AFFIDAMT E#2691889 FOR BEGINNING POINT



Romney Buck 1-540-7235

