

TITLE INSURANCE COMMITMENT
ISSUED BY

Lincoln

TITLE INSURANCE AGENCY
2225 Washington Boulevard, Suite 110
Ogden, Utah 84401
PHONE: (801) 479-4699 FAX: (801) 479-7417

RE: Peterson Builders, Inc., a Utah corporation

October 29, 2014
File No: 024686

Attention:

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in the Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the policy is issued and that our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following: (1) The Provisions in Schedule A. (2) The Requirements in Schedule B-1. (3) The Exceptions in Schedule B-2. (4) **The Conditions on the inside cover page.**

The Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

Underwritten by:

First American Title Insurance Company

BY *Curt B. Johnson* PRESIDENT

ATTEST *Marilyn H. King* SECRETARY



CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section 2 may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section 1 are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section 1

or

eliminate with our written consent any Exceptions shown in Schedule B - Section 2.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

**TITLE INSURANCE COMMITMENT
SCHEDULE A**

Escrow/Closing inquiries should be directed to your Escrow Officer: **Carrie L. Brough** via email cbrough@lincolntitle.us or at (801)479-4699.

1. Commitment Date: **October 16, 2014 at 7:30 AM**

2.	Policy (or Policies) to be issued:	POLICY AMOUNT	PREMIUM
	(a) ALTA STANDARD OWNER'S POLICY		\$0.00

Proposed Insured: REPORT FOR INFORMATIONAL PURPOSES ONLY NOT A COMMITMENT TO INSURE

(b) ALTA 2006 LOAN POLICY

Proposed Insured:

Proposed Borrower:

(c) Endorsements:

3. The estate or interest in the land described or referred to in this commitment and covered herein is Fee Simple and title thereto is at the effective date hereof vested in:

Peterson Builders, Inc., a Utah corporation

4. The land referred to in the Commitment is described as follows:

Lot 22, Eden Meadows Subdivision No. 3, Weber County, Utah, according to the official plat thereof.

Property Address: 5056 East 2725 North, Eden, UT 84310

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**SCHEDULE B - SECTION I
REQUIREMENTS**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage or deed of trust to be insured.
- (b) Pay us the premium, fees and charges for the policy. In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$100.00.
- (c) Provide us with releases, reconveyances or other instruments, acceptable to us, including payment of any amounts due, removing the encumbrances shown in Schedule B-2 that are objectionable to the proposed insured.
- (d) Provide us with copies of appropriate agreements, trusts, resolutions, certificates, or other evidence needed to identify the parties authorized to execute the documents creating the interest to be insured.
- (e) The documents creating the interest to be insured must be signed, delivered and recorded.
- (f) You must tell us, in writing, the name of anyone not referred to in this Commitment who will receive an interest in, or who will make a loan secured by a deed of trust or mortgage secured by, the land describe in this Commitment.
- (g) After we have received the information requested in these requirements, together with any other information about the transaction, we will have the right to add requirements to this Schedule B-1 or special exceptions to Schedule B-2.
- (h) Approval by the Company's Underwriter of the contents hereof and satisfaction of any conditions or requirements imposed thereby.
- (i) Other:

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SCHEDULE B - SECTION II EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. The lien of real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
2. Any facts, rights, interests, or claims that are not shown in the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Easements, claims of easement or encumbrances that are not shown in the public records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims, or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the public records.
7. Defects, liens, encumbrances, adverse claims or other claims, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.

Exceptions 1-7 will be omitted on extended coverage loan policy

8. General taxes for the year 2014 are due and payable in the amount of \$1,564.07, on or before November 30, 2014. 2013 taxes are paid. Serial No. 22-131-0005.
9. Said property is located within the boundaries of Weber County, Eden Cemetery, Weber County Fire Service Area 4, Ogden Valley Natural Gas Improvement District and the Weber Area Dispatch 911 and Emergency Services District, and is subject to the charges and assessments levied thereunder.
10. Resolution No. 27-2012 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 as Entry No. 2610456, records of Weber County, Utah.
11. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.
12. Any and all outstanding oil and gas, mining and mineral rights, etc., together with the right of the proprietor of a vein or lode to extract his ore therefrom should the same be found to penetrate or intersect the premises and the right of ingress and egress for use of said rights.
13. Easements and rights of way of record or enforceable in law and equity for any existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines now existing over, under or across subject property.
14. Subject to easements, building setback lines, restriction, dedications or offer for dedications if any, conditions of approval if any, and notes if any, all as set forth on the recorded plat.

15. Declaration of Deed Covenant to Run With the Land concerning provision of Irrigation Water, recorded September 10, 1996 as Entry No. 1428408 in Book 1824, Page 2538, records of Weber County, Utah.
16. Weber County Subdivision Improvement Agreement, recorded September 10, 1996 as Entry No. 1428409 in Book 1824, Page 2540, records of Weber County, Utah.
17. Deed and Assignment of Water Right by Eden Irrigation Company, a non-profit mutual irrigation Company to Wolf Creek Irrigation Company, a non-profit irrigation company, recorded April 7, 1998 as Entry No. 1534105 in Book 1919, Page 1854, records of Weber County, Utah.
18. 10' Irrigation Easement in favor of Wolf Creek Irrigation Company and the terms and conditions contained therein, recorded November 10, 1999 as Entry No. 1673398 in Book 2043, Page 1173, records of Weber County, Utah.
19. A Deed of Trust dated September 19, 2014, executed by Peterson Builders, Inc., a Utah corporation, as Trustor, in the amount of \$285,963.00, in favor of Lincoln Title Insurance Agency, as Trustee and First National Bank of Layton as Beneficiary, recorded September 25, 2014 as Entry No. 2704163, records of Weber County, Utah.
20. A Deed of Trust dated May 13, 2014, executed by Peterson Builders, Inc., as Trustor, in the amount of \$100,000.00, in favor of Lincoln Title Insurance Agency, as Trustee and Gerald B. Taggart and Sheryl J. Taggart, husband and wife as joint tenants as Beneficiary, recorded May 14, 2014 as Entry No. 2686450, records of Weber County, Utah.

Said Trust Deed was subordinated to the lien of that certain Trust Deed shown as Entry No. 2704163 by Subordination Agreement, recorded September 25, 2014, as Entry No. 2704164, records of Weber County, Utah.

NOTE: Judgments have been checked against the following names. If any judgments were found they are listed herein:

Peterson Builders, Inc., a Utah corporation

Title inquiries should be directed to Jessica Morehouse at (801)479-4699.

NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.