

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

Security Title Of Davis County, Inc.
1412 South Legend Hills Dr. #110
Clearfield, Utah 84015
PHONE (801) 825-1313 • FAX (801) 525-0333

ATTN: The Real Estate Connection
920 West Heritage Park Blvd #200D
Layton, Utah 84041
Attn: Ruth Mary

ORDER NO. 136160-LV
Buyer/Borrower:
Seller: VAL D. NICHOLLS and
DEBORAH J. NICHOLLS
Property Address: 3796 North 3900 West,
Plain City, UT 84404

cc: Security Title Of Davis County, Inc.
1412 South Legend Hills Drive #110
Clearfield, UT 84015
Lori Vest / (801) 825-1313
FAX: (801) 525-0333

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 this 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 then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A
The Requirements in Schedule B-1.
The Exceptions in Schedule B-2
The Conditions on the inside cover page.

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

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

Countersigned

First American Title Insurance Company

SCHEDULE A

1. Effective Date: **February 29, 2016 @ 8:00 AM**

Order No. **136160-LV**
Direct Title inquiries to **Thelissa Plyer**
Direct Closing Inquiries to **Lori Vest**
Email: **Lori@securitytitleutah.com**

2. Policy or Policies to be issued: Amount

(a) Eagle Owner's Policy \$
Fee: \$

Proposed Insured:

(b) Eagle Loan Policy \$
Fee: \$

Proposed Insured:

(c) Endorsements: Fee: \$

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

VAL D. NICHOLLS and DEBORAH J. NICHOLLS, husband and wife, as joint tenants, with full rights of survivorship, as to Parcel 1

VAL D. NICHOLLS and his successor(s) in their capacity as Trustees in the Trust of the VAL D. NICHOLLS LIVING TRUST, dated December 22, 1997, as to Parcel 2

4. The land referred to in this commitment is situated in Weber County, State of Utah.

PARCEL 1:

All of Lot 1, COTTONWOOD FLATS SUBDIVISION, Weber County, Utah, according to the official plat thereof

PARCEL 2:

PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE SECTION LINE SOUTH 0D50'50" WEST 1169.19 FEET ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER SECTION AND RUNNING THENCE SOUTH 89D09'10" EAST 988.45 FEET TO AN EXISTING FENCE LINE, THENCE SOUTH 0D52'02" WEST ALONG SAID FENCE 300 FEET, THENCE NORTH 89D09'10" WEST 671.68 FEET TO THE SOUTHEAST CORNER OF LOT 1, COTTONWOOD FLATS SUBDIVISION, THENCE NORTH 0D50'50" EAST 150.00 FEET, THENCE NORTH 89D09'10" WEST 316.67 FEET, THENCE NORTH 0D05'50" EAST 150 FEET TO THE POINT OF BEGINNING.

For informational purposes only.

The Weber County Assessor shows the address of said property to be:

3796 North 3900 West, Plain City, UT 84404

SCHEDULE B - SECTION 1

REQUIREMENTS

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the Policy. In the Event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$125.00
- (c) Pay all taxes, charges and assessments affecting the land that are due and payable.
- (d) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (e) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (f) Any additional documentation requested by Security Title of Davis County, Inc. and/or First American Title Insurance Company, its underwriter.

NOTICE TO APPLICANT

The company requires that the following additional requirements be complied with:

1. Warranty Deed from the vested owners on Schedule A to the proposed insured.
2. Trust Deed to secure the new loan to be insured.
3. Reconveyance of Deed(s) of Trust shown herein as Exception No. 8
4. Underwriter approval from First American Title Insurance Company. Additional documentation may be requested by Security Title of Davis County, Inc. and/or First American Title Insurance Company.

You must give us the following information:

1. Any off record leases, surveys, etc.
2. Statement(s) of identity, all parties.
3. Other

Please direct any inquiries concerning any of the above requirements to **Thelissa Plyer** or **Lori Vest** prior to closing this transaction.

SCHEDULE B - SECTION 2

EXCEPTIONS

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

PART I

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.
2. 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 thereof.
3. Easements, claims of easement or encumbrances, which are not shown by the public records.
4. 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 public records.
5. Unpatented mining claims; reservations or exceptions in patent 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 by the public records.
7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the proposed insured acquiring of record for value the estate or interest or mortgage thereon covered by this commitment.

The foregoing numbered exceptions 1 through 7 will be eliminated from the Lender's Policy.

SCHEDULE B - SECTION 2

PART II

SPECIFIC EXCEPTIONS

1. Taxes for the year 2016 now a lien, not yet due. Tax Id. No. 19-095-0001 (Parcel 1) and 19-009-0065 (Parcel 2).

Taxes for the year 2015 as of the date of this report are **delinquent**, and are in the amount of \$2,230.53, plus interest and penalty. Tax Id No. 19-095-0001. (Parcel 1)

Taxes for the year 2014 as of the date of this report are **delinquent**, and are in the amount of \$2,068.09, plus interest and penalty. Tax Id. No. 19-095-0001. (Parcel 1)

Taxes for the year 2013 as of the date of this report are **delinquent**, and are in the amount of \$2,051.21, plus interest and penalty. Tax Id. No. 19-095-0001. (Parcel 1)

Taxes for the year 2015 as of the dated of this report are **delinquent**, and are in the amount of \$1,879.18, plus interest and penalty. Tax Id No. 19-009-0065. (Parcel 2)

Taxes for the year 2014 as of the date of this report are **delinquent**, and are in the amount of \$1,681.27, plus interest and penalty. Tax Id. No. 19-009-0065. (Parcel 2)
2. Said property is included within the boundaries of Weber County General Fund, Weber County G O Bond Fund, Library, Weber School District, Statewide School Basic Levy, Mosquito Abatement District, Weber Basin Water – General, Bona Vista Water District, Plain City Cemetery, Weber/Morgan Health, Judgment Levy – W.C., Paramedic Fund, Weber Fire District, Assess & Collect/State/County, Unincorp Services Fund, Weber School Judgment Levy, Weber Area 911 and emergency Service, Weber Fire G.O. Bond-2006, and is subject to assessments by said Districts. (Parcel 1)

Said property is included within the boundaries of Weber County General Fund, Weber County G O Bond Fund, Library, Weber School District, Statewide School Basic Levy, Mosquito Abatement District, Weber Basin Water – General, Plain City Cemetery, Weber/Morgan Health, Judgment Levy – W.C., Paramedic Fund, Weber Fire District, Assess & Collect/State/County, Unicorp Services Fund, Weber School Judgment Levy, Weber Area 911 and emergency Service, Weber Fire G.O. Bond-2006, and is subject to assessments by said Districts. (Parcel 2)
3. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.
4. A public utility easement along the front and South 10 feet of said property, as shown on the Official plat thereof. (Parcel 1)
5. Certificate of Creation, a notice of creation from the Northern Utah Environmental Resource Agency (“NUERA”), dated October 28, 2014, complying with Section 11-13-204, Utah Code Annotated, 1953, as amended, recorded January 20, 2015, as Entry No. 2718461 of Official Records. (Affects both Parcels)
6. Resolution No. 27-2012, a Resolution confirming the tax to be levied for municipal services provided to the Unincorporated Area of Weber County recorded December 13, 2012, as Entry No. 2610456 of Official Records. (Affects both Parcels)
7. The effect of the 1969 Farmland Assessment Act, wherein there is a five year roll-back provision with regard to assessment and taxation, which becomes effective upon a change in the use of all or part of eligible land, by reason of that certain Annual Application for Assessment and Taxation of Agricultural Land, recorded April 6, 1998, as Entry No. 1533932, in Book 1919, at Page 1338 of Official Records. (Parcel 2)

8. TRUST DEED: (Affects Parcel 1)
 Trustor: VAL D. NICHOLLS and DEBORAH J. NICHOLLS, husband and wife, as joint tenants, with full rights of survivorship
 Trustee: GOLDENWEST FEDERAL CREDIT UNION
 Beneficiary: GOLDENWEST FEDERAL CREDIT UNION
 Amount: \$154,486.65
 Dated: July 31, 2007
 Recorded: August 6, 2007
 Entry No.: 2282925

NOTE: According to the public records, there have been no deeds conveying the property in this report within a period of twenty-four months prior to the date of this report, except as follows: NONE

* * * * *

The following names have been checked for judgments for the past eight years.

VAL D. NICHOLLS, DEBORAH J. NICHOLLS and VAL D. NICHOLLS, and his successor(s) in their Capacity as Trustees, in the Trust of THE VAL D. NICHOLLS LIVING TRUST, dated December 22, 1997

* * * * *

NOTE: ANY MATTER IN DISPUTE BETWEEN YOU AND **First American Title Insurance Company**, (THE "COMPANY") CONCERNING THE POLICY OR POLICIES ISSUED PURSUANT TO THIS COMMITMENT MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION, PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR, A COPY OF WHICH IS AVAILABLE UPON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

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NOTE: A minimum Cancellation Fee of \$120.00 will be due and payable if no Title Policy has been issued within 90 days following receipt of this report. Said Cancellation Fee, when paid, will be applied as a credit toward the premium charges on the Title Insurance Policy issued in connection with this Commitment within six (6) months of the date of this Commitment.

Privacy Policy

We are Committed to Safeguarding Customer Information

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-particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use to the information, which you provide to us. It does not govern the manner in which we may use information we have obtained from any source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we received from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer-reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to 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 Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.