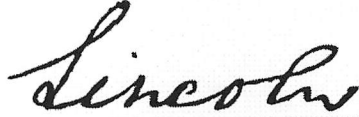


TITLE INSURANCE COMMITMENT  
ISSUED BY



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

**RE:** JANALEE TIDWELL WESCHE, OR HER  
SUCCESSOR(S) IN TRUST, TRUSTEE OF THE JANALEE  
L. TIDWELL WESCHE FAMILY TRUST, ESTABLISHED  
BY AGREEMENT DATED JUNE 5, 2013, AS AMENDED

June 6, 2016  
File No: 027134

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**Attention:**

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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



PRESIDENT

ATTEST



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: via email or at (801)479-4699.

1. Commitment Date: **May 12, 2016 at 7:30 AM**

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

Proposed Insured: **REPORT FOR INFORMATIONAL PURPOSES ONLY. NOT A COMMITMENT TO INSURE. ANY RELIANCE UPON THE INFORMATION CONTAINED HEREIN IS AT YOUR OWN RISK.**

    (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:

**JANALEE TIDWELL WESCHE, OR HER SUCCESSOR(S) IN TRUST, TRUSTEE OF THE JANALEE TIDWELL WESCHE FAMILY TRUST, ESTABLISHED BY AGREEMENT DATED JUNE 5, 2013, AS AMENDED.**

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

**ALL OF LOT 2 AND 3 AS PER EAGLES NEST SUBDIVISION IN THE OFFICE OF THE WEBER COUNTY RECORDER. ALSO DESCRIBED AS: PART OF THE WEST HALF OF SECTION 14, TOWNSHIP 6 NORTH. RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN , U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT, SAID POINT BEING N00°00'41"W 279.15 FEET AND N89°51'32"E 709.60 FEET FROM A FOUND WCS BRASS CAP MONUMENT DATED 1989 AT THE WEST QUARTER CORNER OF SAID SECTION 14; AND RUNNING THENCE N54°34'57"E 29.87 FEET; THENCE N68° 10'01"E 60.96 FEET; THENCE N81°37'29"E 61.95 FEET; THENCE N75°21'48"E 28.16 FEET; THENCE N56°59'58"E 29.57 FEET; THENCE N47°36'49"E 64.71 FEET; THENCE N41°10'34"E 33.62 FEET; THENCE N31°39'36"E 28.80 FEET; THENCE N18°37'04"E 28.75 FEET; THENCE N05°45' 18"E 34.57 FEET; THENCE N01°32'07"E 63.66 FEET; THENCE N02°56'44"W 49.51 FEET; THENCE N01°48'36"N 35.25 FEET; THENCE N45°35'01"E 201.01 FEET; THENCE N44°24'59"W 83.75 FEET TO THE SOUTHERLY RIGHT OF WAY OF 10450 EAST STREET; THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF 10450 EAST STREET THE**

**FOLLOWING FOUR (4) COURSES; (1) A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 86.72 FEET, A RADIUS OF 100.00 FEET, A CHORD BEARING OF S69°15'39"E, AND A CHORD LENGTH OF 84.03 FEET; (2) N85°53'40"E 123.51 FEET; (3) ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 2.66 FEET, A RADIUS OF 55.00 FEET. A CHORD BEARING OF N84°30'27"E, AND A CHORD LENGTH OF 2.66 FEET; ( 4) ALONG A COMPOUND CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 99.44 FEET. A RADIUS OF 55.00 FEET, A CHORD BEARING OF N31°19'34"E, AND A CHORD LENGTH OF 86.44 FEET TO THE NORTHWEST CORNER OF LOT 1, EAGLES NEST SUBDIVISION; THENCE ALONG THE WESTERLY LINE OF LOT 1, EAGLES NEST SUBDIVISION THE FOLLOWING THIRTEEN (13} COURSES; (1) N69°31'54"E 41.87 FEET; (2) S02°22'32"W 279.97 FEET; (3) S13°11'33"E 26.52 FEET; (4) S22°41'19"E 49.55 FEET; (5) S34°14'00"E 69.83 FEET; (6) S20°35'33"E 45.79 FEET; (7) S03°19'44"E 43.73 FEET; (8) S09°33'56"W 57.59 FEET; (9) S21°09'46"W 52.59 FEET; (10) S32°53'16"N 46.62 FEET; (11) S48°35'21"Wv 56.08 FEET; ( 12) S55°03'57"W 97.06 FEET; (13) S15°21'59"W 153.29 FEET; THENCE N89°51'24"W 94.50 FEET; THENCE S14°53'22"W 82.89 FEET; THENCE S88°57'51"W 392.63 FEET; THENCE N04°07'02"W 77.62 FEET; THENCE N01°13'59"W 247.60 FEET TO THE POINT OF BEGINNING.**

Property Address: unavailable, , UT

**TITLE INSURANCE COMMITMENT**

**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:
  - 1. Before any policy or policies of Title Insurance can be issued, Lincoln Title Insurance Agency requires a copy OF THE JANALEE TIDWELL WESCHE FAMILY TRUST, ESTABLISHED BY AGREEMENT DATED JUNE 5, 2013, AS AMENDED and any amendments thereto, for our examination and approval. (PARCEL 2)

## TITLE INSURANCE COMMITMENT

### 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 2016 are accruing as a lien but not yet due and payable. 2015 taxes were paid in the amount of \$2,879.06. Serial No. 21-105-0002.
9. General taxes for the year 2016 are accruing as a lien but not yet due and payable. 2015 taxes were paid in the amount of \$684.41. Serial No. 21-105-0003.
10. Said property is located within the boundaries of Weber County, 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.
11. 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 due 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 March 24, 2016, as Entry No. 2784667, records of Weber County, Utah. (Affects Lot 3)
12. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.
13. 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.

14. Notice of Creation of the Northern Utah Environmental Resource Agency, and the terms and conditions thereof, and any charges and/or assessments levied thereunder, recorded January 20, 2015 as Entry No. 2718461, records of Weber County, Utah.
15. 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.
16. Petition for the Allotment of Water, recorded on April 22, 2016, as Entry No. 2789663, records of Weber County, Utah. (Affects Lot 2)
17. Petition for the Allotment of Water, recorded on April 22, 2016, as Entry No. 2789684, records of Weber County, Utah. (Affects Lot 3)
18. 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.
19. Weber County Subdivision Improvement Agreement recorded July 6, 2005 as Entry No. 2114188, records of Weber County, Utah.
20. Covenant Maintenance recorded July 6, 2005 as Entry No. 2114189, records of Weber County, Utah.
21. On site waste water disposal systems deed covenant and restrictions to run with the land recorded July 6, 2005, as Entry No. 2114190, records of Weber County, Utah.
22. Grant of right to use property recorded October 29, 2008 as Entry No. 2372623, records of Weber County, Utah.
23. Water Lease recorded December 18, 2014 as Entry No. 2715101, records of Weber County, Utah. (Affects Lot 2)
24. Water Lease recorded December 18, 2014 as Entry No. 2715100, records of Weber County, Utah. (Affects Lot 3)
25. Agreement for Ownership and Operation of Secondary Water System recorded December 18, 2014 as Entry No. 2715102, records of Weber County, Utah.
26. Subject to the Terms, Conditions and Stipulations of THE JANALEE TIDWELL WESCHE FAMILY TRUST, ESTABLISHED BY AGREEMENT DATED JUNE 5, 2013, AS AMENDED.

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

JANALEE TIDWELL WESCHE  
THE JANALEE L. TIDWELL WESCHE FAMILY TRUST

Title inquiries should be directed to Lance Jensen 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.