SCHEDULE A

Order Number: WB59357LM

Effective Date: October 24, 2016 @ 8:00 a.m.

1. Policy or Policies to be issued: Amount Premium
(a) ALTA Owner's Policy: \$ \$0.00

Proposed Insured:

Title Only

(b) ALTA Loan Policy \$ \$0.00

Proposed Insured:

Endorsements: \$0.00

2. 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:

CJ HOMES DEVELOPMENT INCORPORATION

3. The land referred to in this Commitment is described as follows:

All of Lots 1, 2, 3, 4, 5 and 6, JACQUELYN ESTATES CLUSTER SUBDIVISION PHASE 1, Weber County, Utah, according to the official plat thereof.

Said property is located in WEBER County, State of Utah also known as:

4887 W, 4871 W, 4863 W, 4855 W, 4864 W AND 4852 W JACQUELYN PARK S OGDEN, UT. 84401

Parcel Identification Number: 15-599-0001, 15-599-0002, 15-599-0003, 15-599-0004,

15-599-0005 and 15-599-0006

Authorized Countersignature

Underwriter First American Title

SCHEDULE B - SECTION 1 Requirements

The following are the requirements to be complied with:

- (1) Pay the Agreed amounts for the interest in the land and/or the mortgage to be insured.
- (2) Pay us the premiums, fees and charges for the policy.
- (3) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (4) 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.
- (5) 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.

SCHEDULE B - Section 2 Exceptions

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

Part I:

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes of assessments on real property or by the public records.
- 2. Any facts, rights, interests 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 line, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 5. Unpatented mining claim: 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 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 date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment

(The following affects Parcel No. 1, together with other land not included herein)

8. 2016 general property taxes were paid in the amount of \$10,350.55 under prior Tax ID No. 15-079-0108. Tax ID No. 15-599-0001.

(The following affects Parcel No. 2, together with other land not included herein)

9. 2016 general property taxes were paid in the amount of \$10,350.55 under prior Tax ID No. 15-079-0108. Tax ID No. 15-599-0002.

SCHEDULE B - Section 2 (Exceptions continued)

(The following affects Parcel No. 3, together with other land not included herein)

10.2016 general property taxes were paid in the amount of \$10,350.55 under prior Tax ID No. 15-079-0108. Tax ID No. 15-599-0003.

(The following affects Parcel No. 4, together with other land not included herein)

11.2016 general property taxes were paid in the amount of \$10,350.55 under prior Tax ID No. 15-079-0108. Tax ID No. 15-599-0004.

(The following affects Parcel No. 5, together with other land not included herein)

12.2016 general property taxes were paid in the amount of \$10,350.55 under prior Tax ID No. 15-079-0108. Tax ID No. 15-599-0005.

(The following affects Parcel No. 6, together with other land not included herein)

13.2016 general property taxes were paid in the amount of \$10,350.55 under prior Tax ID No. 15-079-0108. Tax ID No. 15-599-0006.

(The following affects all of the land, together with other land not included herein)

14. The effects of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded January 30, 2013, as Entry No. 2618211, of Official Records.

(The following affects all of the land, together with other land not included herein)

15. The effects of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded December 18, 2014, as Entry No. 2715012, of Official Records.

(The following affects all of the land, together with other land not included herein)

16. The effects of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded December 21, 2015, as Entry No. 2770436, of Official Records.

SCHEDULE B - Section 2 (Exceptions continued)

17. Property is located within the following special improvement districts:

DISTRICT: Weber County

Weber County Schools Central Weber Sewer

West Weber - Taylor Cemetery Taylor-W. Weber Culinary Water

Weber Fire District

Weber Area Dispatch 911 and Emergency Service District

Northern Utah Environmental Resource Agency

- 18. Reservation by the Union Pacific Railway Company to all that portion of the land hereby conveyed (if any such there be) which lies within lines drawn parallel with, and one hundred feet on each side distant from, the center line of its road, as now constructed, and any greater width when necessary, permanently to include all their cuts, embankments and ditches, and other works necessary to secure and protect their main line and other conditions, as found in Deed, recorded July 29, 1881 in Book N of Deeds at Page 225 of Official Records.
- 19. Reservation of all mineral lands excluding coal and iron lands by the United States of America, as found in Patent, recorded August 31, 1889 in Book 1 at Page 181 of Official Records.
- 20. Rights of the public and others entitled thereto, to use for street and incidental purposes, that portion of the land lying within the boundaries of 2200 South Street.
- 21. A 1 foot holding strip on the East side of 4900 West Street in favor of Merwin L. Holgate and Jackie L. Holgate, as disclosed by the Plat of Holgate Subdivision, recorded November 02, 1998 as Entry No. 1586237 in Book 48 of Plat Maps at Page 54 of Official Records.
- 22. Blanket Easement in favor of ROCKY MOUNTAIN POWER, an unincorporated division of PACIFICORP, an Oregon Corporation, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors; wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults and cabinets, on, over, or under the surface of said property, recorded NOVEMBER 19, 2015 as Entry No. 2766190 of Official Records.
- 23. Subject to all easements, notes, building set-backs, conditions, restrictions, and stipulations as set forth on the recorded plat.

SCHEDULE B - Section 2 (Exceptions continued)

- 24. Declaration of Covenants, Conditions and Restrictions, recorded MARCH 29, 2016 as Entry No. 2785495, of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenant, condition or restriction violates 42 USC 3604 (c).
- 25. Weber County Moderate Income Housing Agreement and Covenant Restricting Ownership of Land Based on Bonus Density Granted by the Cluster Subdivision Provisions by and between CJ HOMES DEVELOPMENT INC. and WEBER COUNTY, recorded MARCH 29, 2016 as Entry No. 2785496 of Official Records.
- 26. Declaration of Deed Covenant to Run with the Land Concerning Provision of Irrigation Water, recorded MARCH 29, 2016 as Entry No. 2785497 of Official Records.
- 27. Deed Covenant and Restriction To Run With the Land, recorded MARCH 29, 2016 as Entry No. 2785498 of Official Records.
- 28. Perpetual Easement & Quit Claim Deed in favor of WEBER COUNTY SURVEYOR for the right to access, inspect, repair, replace, maintain, alter, or adjust said street monuments and county or other government survey monuments that may exist on, near, over, under, across or through this Subdivision, recorded MARCH 29, 2016 as Entry No. 2785499 of Official Records.
- 29. Weber County Subdivision Improvement Agreement by and between CRAIG STANDING and WEBER COUNTY CORP, recorded MARCH 29, 2016 as Entry No. 2785500 of Official Records.

The above document was re-recorded APRIL 8, 2016 as Entry No. 2787211 of Official Records.

(The following affects all of the land, together with other land not included herein)

30. A Deed of Trust by and between CJ HOMES DEVELOPMENT INCORPORATION as Trustor in favor of BANK OF UTAH as Trustee and BANK OF UTAH as Beneficiary, to secure an original indebtedness of \$350,794.00 and any other amounts or obligations secured thereby, dated SEPTEMBER 15, 2015 and recorded SEPTEMBER 18, 2015 as Entry No. 2756704 of Official Records.

(The following affects Parcel No. 5)

31. A Deed of Trust by and between CJ HOMES DEVELOPMENT, INC. as Trustor in favor of INWEST TITLE SERVICES as Trustee and BANK OF UTAH as Beneficiary, to secure an original indebtedness of \$291,200.00 and any other amounts or obligations secured thereby, dated MAY 10, 2016 and recorded MAY 12, 2016 as Entry No. 2792972 of Official Records.

SCHEDULE B - Section 2 (Exceptions continued)

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According to the official records, there have been no documents conveying the land described herein within 24 Months Prior to the date of this commitment. Except the following: WARRANTY DEED recorded SEPTEMBER 18, 2015 as Entry No. 2756703 of Official Records.

NOTE: The names of CJ HOMES DEVELOPMENT INCORPORATION have been checked for Judgments and Tax Liens, etc., in the appropriate offices and if any were found would appear as Exceptions to title under Schedule B, Section 2 herein.

TITLE INQUIRIES should be directed to your Title Officer: Kent McMillen / Danielle Willson at (801) 621-7131 at 5929 South Fashion Pointe Drive 210, South Ogden, Utah 84403.

The First American Corporation US Title Insurance Agency, LLC

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 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, 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 receive 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 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 the 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.

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.

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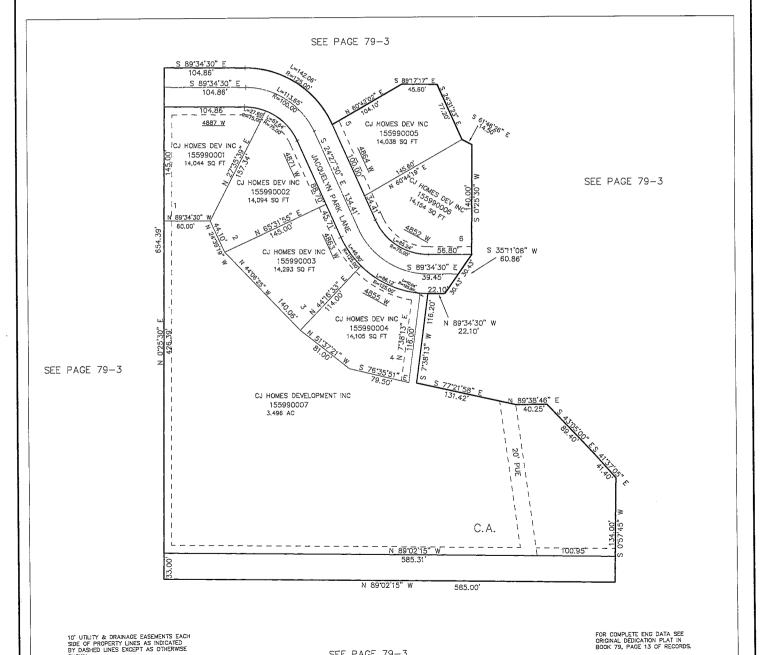
PART OF THE NW. 1/4, OF SECTION 29, T.6N., R.2W., S.L.B. & M.

JACQUELYN ESTATÉS CLUSTER SUB PH1

IN WEBER COUNTY

TAXING UNIT: 377

SCALE 1" = 60'



SEE PAGE 79-3

