

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: Blackburn Jones Real Estate Inc.

December 12, 2016  
File No: 027844

---

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 *Carl R. Johnson* PRESIDENT

ATTEST *Christy 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.net or at (801)479-4699.

1. Commitment Date: **November 16, 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 ON 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:

**PARCEL 1: R.D WIGHT AND VELDA H. WIGHT, TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE R.D. WIGHT LIVING TRUST, DATED NOVEMBER 26, 2012, AND ANY AMENDMENTS THERETO.**

**PARCEL 2: REED D. WIGHT AND VELDA H. WIGHT, TRUSTEES OF THE WIGHT FAMILY REVOCABLE TRUST DATED THE 17 DAY OF NOVEMBER, 2016.**

**PARCELS 3, 4, 5, 6 AND 7: F. STANLEY NIELSEN AND PEGGY P. NIELSEN, CO-TRUSTEES OF THE F. STANLEY NIELSEN TRUST, UNDER AGREEMENT DATED MAY 31, 2002 AS TO AN UNDIVIDED ONE HALF INTREST AND PEGGY P. NIELSEN AND F. STANLEY NIELSEN, CO-TRUSTEES OF THE PEGGY P. NIELSEN TRUST, UNDER AGREEMENT DATED MAY 31, 2002 AS TO AN UNDIVIDED ONE HALF INTEREST.**

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

**PARCEL 1:**

**PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY. BEGINNING 303 FEET SOUTH AND 40 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER RUNNING THENCE SOUTH 817 FEET; THENCE WEST 200 FEET; THENCE SOUTH 200 FEET; THENCE WEST 1080 FEET TO THE CENTER OF SAID NORTHWEST QUARTER; THENCE NORTH 265.49 FEET; THENCE EAST 626 FEET, THENCE NORTH 751.51 FEET; THENCE EAST TO THE POINT OF BEGINNING. (TAX ID 15-086-0009)**

**PARCEL 2:**

**PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: DESCRIBED AS FOLLOWS: BEGINNING 20.91 RODS, WEST OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID QUARTER SECTION; RUNNING THENCE SOUTH 1054.51 FEET; THENCE EAST 20.91 RODS; THENCE SOUTH 265.49 FEET; THENCE WEST 40 RODS; THENCE NORTH 80 RODS; THENCE EAST 19.01 RODS TO THE POINT OF BEGINNING. (TAX ID 15-086-0013)**

**PARCEL 3:**

**PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING 808.00 FEET NORTH 89°06'33" WEST FROM THE NORTH QUARTER CORNER OF SAID SECTION 32 AND RUNNING THENCE SOUTH 00°34'18" WEST 303.00 FEET; THENCE SOUTH 89°06'33" EAST 105.98 FEET, THENCE SOUTH 751.51 FEET THENCE WEST 626 FEET THENCE NORTH 1054.51 FEET; THENCE EAST 521.02 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. EXCEPTING THAT PORTION OCCUPIED BY COUNTY ROAD. (TAX ID 15-086-0018)**

**PARCEL 4:**

**PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY: BEGINNING 20 RODS EAST OF THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 305 FEET; THENCE EAST 150 FEET; THENCE NORTH 305 FEET; THENCE WEST 150 FEET TO THE PLACE OF BEGINNING. EXCEPTING THAT PORTION LYING WITHIN THE COUNTY ROAD. (TAX ID 15-086-0019)**

**PARCEL 5:**

**PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF NORTHWEST QUARTER OF SAID QUARTER SECTION; RUNNING THENCE WEST 20.91 RODS; THENCE SOUTH 1054.51 FEET, THENCE EAST 20.91 RODS; THENCE NORTH 1054.51 FEET TO THE POINT OF BEGINNING. (TAX ID 15-086-0027)**

**PARCEL 6:**

**PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U. S. SURVEY: BEGINNING 480 FEET EAST OF**

**THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 305 FEET; THENCE EAST 150 FEET; THENCE NORTH 305 FEET; THENCE WEST 150 FEET TO THE PLACE OF BEGINNING. EXCEPTING THAT PORTION LYING WITHIN THE COUNTY ROAD. (TAX ID 15-086-0028)**

**PARCEL 7:**

**PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY; BEGINNING AT A POINT 330 FEET EAST AND 305 FEET SOUTH OF THE NORTHWEST CORNER OF SAID QUARTER SECTION, THENCE SOUTH 157 FEET, THENCE EAST 330 FEET, THENCE NORTH 429 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE STREET; THENCE WEST ALONG THE SOUTH LINE OF SAID ROAD 30 FEET; THENCE SOUTH 272 FEET; THENCE WEST 300 FEET TO THE POINT OF BEGINNING. (TAX ID 15-086-0029)**

Property Address: , , 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:

## 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 2017 are accruing as a lien but not yet due and payable. 2016 taxes were paid in the amount of \$154.03. Serial No. 15-086-0009. (PARCEL 1)
9. General taxes for the year 2017 are accruing as a lien but not yet due and payable. 2016 taxes were paid in the amount of \$1,147.57. Serial No. 15-086-0013. (PARCEL 2)
10. General taxes for the year 2017 are accruing as a lien but not yet due and payable. 2016 taxes were paid in the amount of \$119.61. Serial No. 15-086-0018. (PARCEL 3)
11. General taxes for the year 2017 are accruing as a lien but not yet due and payable. 2016 taxes were paid in the amount of \$977.20. Serial No. 15-086-0019. (PARCEL 4)
12. General taxes for the year 2017 are accruing as a lien but not yet due and payable. 2016 taxes were paid in the amount of \$661.24. Serial No. 15-086-0027. (PARCEL 5)
13. General taxes for the year 2017 are accruing as a lien but not yet due and payable. 2016 taxes were paid in the amount of \$851.44. Serial No. 15-086-0028. (PARCEL 6)
14. General taxes for the year 2017 are accruing as a lien but not yet due and payable. 2016 taxes were paid in the amount of \$9.23. Serial No. 15-086-0029. (PARCEL 7)

15. 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 February 5, 2013, as Entry No. 2619036, records of Weber County, Utah. (AFFECTS PARCEL 1)
16. 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 February 5, 2013, as Entry No. 2619037, records of Weber County, Utah. (AFFECTS PARCEL 2)
17. 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 January 20, 2006, as Entry No. 2155832, records of Weber County, Utah. (AFFECTS PARCELS 3-7)
18. Said property is located within the boundaries of Weber Basin Water Conservancy District, Taylor-West Weber Culinary Water Improvement District (731-1668), Central Weber Sewer Improvement District, Weber County Fire Protection Service Area No. 4 and the Weber Area Dispatch 911 and Emergency Services District, and is subject to the charges and assessments levied thereunder.
19. 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.
20. 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.
21. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.
22. All rights, titles or interests in minerals of any kind, oil, gas, coal or other hydrocarbons and the consequences of the right to mine or remove such substances including, but not limited to express or implied easements and rights to enter upon and use the surface of the land for exploration, drilling or extraction related purposes. (This commitment/policy does not purport to disclose documents of record pertaining to the above referenced rights).
23. 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. Including but not limited to overhead power lines over the Easterly portion of Parcel 1 as disclosed by a visual inspection of the premises.
24. An Agreement by and between the State of Utah, acting through the Board of Water Resources and the Wilson Irrigation Company, for the construction of water conservation projects which, in the opinion of the Board, will best conserve and utilize the water resources of the State of Utah, recorded May 17, 1996, as Entry No. 1406857, in Book 1806, at Page 2976, records of Weber County, Utah.

An Easement to use distribution system in favor of the State of Utah, acting through the Board of Water Resources, for and in consideration of that certain agreement shown above, to use the existing water distribution system of canals, ditches, pipelines and all appurtenant works and facilities of the Wilson Irrigation Company, recorded May 17, 1996, as Entry No. 1406858, in Book 1806, at Page 2985, records of Weber County, Utah.



25. The effects, if any, of Quit Claim Deed by and between VELDA H. WIGHT, R.D. WIGHT, J. GLEN WIGHT, AND KAREN W. CHASE, TRUSTEES OR THEIR SUCCESSORS IN TRUST, UNDER THE VELDA H. WIGHT LIVING TRUST, DATED NOVEMBER 26, 2012 ("GRANTORS") AND REED D. WIGHT AND VELDA H. WIGHT, TRUSTEES OF THE WIGHT FAMILY REVOCABLE TRUST DATED THE 17 DAY OF NOVEMBER, 2016 ("GRANTEES"), recorded November 17, 2016 as Entry No. 2827153, records of Weber County, Utah. NOTE: Said document contains an erroneous Grantor. (Affects Parcel 1)
26. Subject to the Terms, Conditions and Stipulations of the R.D. WIGHT LIVING TRUST, DATED NOVEMBER 26, 2012, AND ANY AMENDMENTS THERETO and THE WIGHT FAMILY REVOCABLE TRUST DATED THE 17 DAY OF NOVEMBER, 2016 and THE F. STANLEY NIELSEN TRUST, UNDER AGREEMENT DATED MAY 31, 2002 and THE PEGGY P. NIELSEN TRUST, UNDER AGREEMENT DATED MAY 31, 2002, and any amendments thereto.
27. Any facts, rights, interests of claims which are not shown by public records but which could be ascertained by making inquiry of tenants or lessees.
28. Any unrecorded contracts, leases, or Assignments thereof.
29. Rights of parties in possession of the subject property under unrecorded Leases, Rental or Occupancy Agreements and any claims or interests arising thereunder.

\*\*\*\*\*

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

Blackburn Jones Real Estate Inc.  
 R.D. WIGHT LIVING TRUST  
 THE WIGHT FAMILY REVOCABLE TRUST  
 THE F. STANLEY NIELSEN TRUST  
 THE PEGGY P. NIELSEN 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.