

stewart title

ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY


Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.


Countersigned by:



Authorized Countersignature
Hickman Land Title Company
Company Name
Layton, UT
City, State



Matt Morris
President and CEO



Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 89982

008-UN ALTA Commitment For Title Insurance 8-1-16



872 West Heritage Park Blvd #120
Layton, UT 84041
www.HickmanTitle.com

Stewart Title Guaranty Company
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SCHEDULE A

1. Commitment Date: March 5, 2018 at 7:59 a.m.
2. Policy or Policies to be issued: Amount of Insurance Premium
 - a. ALTA 2006 :
Proposed Insured:

 - b. ALTA 2006 Extended Loan Policy:
Proposed Insured:

 - c. Leasehold Policy:
Proposed Insured:
 - d. Endorsements:
3. The estate or interest in the land described or referred to in this Commitment and covered herein is: FEE SIMPLE
4. Title to the estate or interest in said land is at the effective date hereof vested in:
JED L. OPHEIKENS and LINDSEY OPHEIKENS, husband and wife as joint tenants
5. The land referred to in this Commitment is in the State of Utah, County of Weber, and is described as follows:
Open Space A and Open Space B, FAVERO'S LEGACY CLUSTER SUBDIVISION, PHASE 1, according to the official plat thereof, on file and of record in the office of the Recorder of Weber County, Utah.

We appreciate your business and thank you for choosing Hickman Land Title Company.
 Please call your Title Officer, with any questions or concerns regarding this commitment.
 Your Title Officer will be Jason Steiner, phone (801) 416-8900
 Your Escrow Officer will be assigned shortly, Phone (801)416-8900.

For informational purposes only.
 The property address is purported to be:
 UT



SCHEDULE B

Section 1

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 premium, 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, as follows:
 - A) N/A
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. Release(s) or Reconveyance(s) of item(s): **None**
6. You must give us the following information:
 - A) Any off record leases, surveys, etc.
 - B) Statements of identity all parties.
 - C) Other

NOTES:

All parties in title within the last 8 years and all persons coming into title, including those listed below, have been checked for judgments and/or tax liens and there are none, unless listed in Schedule B Section 2.

To Be Determined



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:

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. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency 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 the Land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
8. Taxes for the year 2018, and subsequent years, not yet due and payable.
Tax Parcel No. 15-627-0007 and 15-627-0008. Taxes for the year 2017 were paid in the amount of \$8,253.34, out of 15-078-0137
9. Said property is included within the boundaries of Weber Area Dispatch 911 and Emergency Services District, Weber County Schools, West Weber-Taylor Cemetery, Taylor-W. Weber Culinary Water, and Weber Fire District, and is subject to the charges and assessments thereof.
10. Easements, Notes, Restrictions, Reservations, Setback lines, Warnings and any other matters as delineated and/or dedicated on the Official Recorded Plat.
11. PATENT
Recorded: May 5, 1915
Entry No: 512612
Book/Page: 74/491



SCHEDULE B**Section 2**

12. UTAH POWER & LIGHT COMPANY POLE LINE EASEMENT
Grantor: LAFAYETTE T. FARR and NANCY FARR, his wife
Grantee: UTAH POWER AND LIGHT COMPANY
Dated: June 10, 1924
Recorded: November 9, 1927
Entry No: 12501
Book/Page: R/351
13. EASEMENT AND CONDITIONS CONTAINED THEREIN:
Grantor: LAWRENCE A. GREEN and MARGARET GREEN
Grantee: AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING
Dated: May 9, 1929
Recorded: May 31, 1929
Book/Page: S/146
14. EASEMENT AND CONDITIONS CONTAINED THEREIN:
Grantor: JAMES H. NELSON, JR. and ANNIE E. NELSON
Grantee: AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING
Dated: May 9, 1929
Recorded: May 31, 1929
Book/Page: S/147
15. EASEMENT AND CONDITIONS CONTAINED THEREIN:
Grantor: A. P. SORENSEN and MARY R. SORENSEN
Grantee: AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING
Dated: May 9, 1929
Recorded: May 31, 1929
Book/Page: S/147
16. EASEMENT AND CONDITIONS CONTAINED THEREIN:
Grantor: LORIN F. FARR
Grantee: AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING
Dated: May 9, 1929
Recorded: May 31, 1929
Book/Page: S/153
17. EASEMENT AND CONDITIONS CONTAINED THEREIN:
Grantor: SUSAN A. FARR
Grantee: AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING
Dated: May 9, 1929
Recorded: May 31, 1929
Book/Page: S/153
18. EASEMENT AND CONDITIONS CONTAINED THEREIN:
Grantor: LAFAYETTE T. FARR and NANCY FARR
Grantee: AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING
Dated: May 9, 1929
Recorded: May 31, 1929
Book/Page: S/154



SCHEDULE B

Section 2

19. EASEMENT AND CONDITIONS CONTAINED THEREIN:
Grantor: LAWRENCE A. GREEN and MARGARET GREEN and MINERVA GREEN
Grantee: AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING
Dated: May 9, 1929
Recorded: May 31, 1929
Book/Page: S/155
20. EASEMENT TO USE IRRIGATION SYSTEM
Grantor: WILSON IRRIGATION COMPANY
Grantee: UTAH WATER AND POWER BOARD
Dated: October 23, 1961
Recorded: December 29, 1961
Entry No: 371379
Book/Page: 699/184
21. ORDINANCE NO. 12-81
WEBER COUNTY FIRE PROTECTION SERVICE AREA NO. 4 FIRE PROTECTION
Recorded: December 22, 1981
Entry No: 849262
Book/Page: 1394/1772
22. PERPETUAL EASEMENT
Grantor: PHIL S. and JELENE HANCOCK
Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT
Dated: December 8, 2000
Recorded: February 8, 2001
Entry No: 1750929
Book/Page: 2115/1397
23. PERPETUAL EASEMENT
Grantor: CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS
Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT
Dated: January 31, 2001
Recorded: February 8, 2001
Entry No: 1750930
Book/Page: 2115/1401
24. PERPETUAL EASEMENT
Grantor: WARREN IRRIGATION CO.
Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT
Dated: October 4, 2000
Recorded: February 8, 2001
Entry No: 1750931
Book/Page: 2115/1408



SCHEDULE B

Section 2

25. PERPETUAL EASEMENT
Grantor: C. EARL STAKER
Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT
Dated: September 27, 2000
Recorded: February 8, 2001
Entry No: 1750932
Book/Page: 2115/1412
26. PERPETUAL EASEMENT
Grantor: LEROY and ADA HERRICK
Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT
Dated: November 9, 2000
Recorded: February 8, 2001
Entry No: 1750934
Book/Page: 2115/1427
27. PERPETUAL EASEMENT
Grantor: LAVAR and ELSIE HIPWELL
Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT
Dated: December 19, 2001
Recorded: February 8, 2001
Entry No: 1750935
Book/Page: 2115/1433
28. PERPETUAL EASEMENT
Grantor: GIBSON DAIRY, L.C.
Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT
Dated: February 1, 2001
Recorded: February 8, 2001
Entry No: 1750936
Book/Page: 2115/1439
29. PERPETUAL EASEMENT
Grantor: ARNOLD I. and HELEN M. SLATER
Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT
Dated: January 31, 2001
Recorded: February 8, 2001
Entry No: 1750937
Book/Page: 2115/1445
30. PERPETUAL EASEMENT
Grantor: JOHH W. and AMY B. GIBSON
Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT
Dated: September 28, 2000
Recorded: February 8, 2001
Entry No: 1750938
Book/Page: 2115/1451



SCHEDULE B

Section 2

31. PERPETUAL EASEMENT
Grantor: INEZ C. FARR, as Trustee of the INTER VIVOS REVOCABLE TRUST
Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT
Dated: March 8, 2001
Recorded: March 13, 2001
Entry No: 1757393
Book/Page: 2122/2402
32. PERPETUAL EASEMENT
Grantor: INEZ C. FARR, as Trustee of the INTER VIVOS REVOCABLE TRUST
Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT
Dated: March 8, 2001
Recorded: March 13, 2001
Entry No: 1757394
Book/Page: 2122/2407
33. PERPETUAL EASEMENT
Grantor: INEZ C. FARR, as Trustee of the INTER VIVOS REVOCABLE TRUST
Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT
Dated: March 8, 2001
Recorded: April 3, 2001
Entry No: 1761823
Book/Page: 2128/1312
34. RESOLUTION NO. 23-2005 creating the Weber Area Dispatch 911 and Emergency Services District
Recorded: January 24, 2006
Entry No: 2156401
35. RESOLUTION NO. 27-2012
A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY, UTAH, 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
Entry No: 2610456
36. Restrictions as disclosed in Special Warranty Deed from CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah Corporation Sole to ROBERT LAMAR FAVERO, ROGER KARLO FAVERO and GIOVANNI DAVE FAVERO, all as joint tenants and not as tenants in common, with full rights of survivorship recorded November 14, 2014 as Entry No. 2710617.
37. The terms and provisions of the "Farmland Assessment Act of 1969" in Title 59, Chapter 2, Part 5 of the Utah Code, and amendments thereof, disclosed by that certain Application for Taxation of Agricultural Land, dated November 14, 2014, and recorded March 12, 2015, as Entry No. 2725732, of Official Records, which, in part, provides for the right of Weber County to reassess said property for previous years and the collection of additional taxes resulting from any such reassessment.



SCHEDULE B

Section 2

38. CERTIFICATE OF CREATION creating Northern Utah Environmental Resource Agency
Recorded: January 20, 2015
Entry No: 2718461
39. BLANKET EASEMENT:
Grantor: FAVERO, ROBERT LAMAR ETAL
Grantee: ROCKY MOUNTAIN POWER, an unincorporated division of PACIFICORP
Recorded: December 8, 2016
Entry No: 2830906
40. CERTIFICATE OF ANNEXATION
Recorded: December 15, 2016
Entry No: 2832069
- CENTRAL WEBER SEWER IMPROVEMENT DISTRICT
Recorded: December 15, 2016
Entry No: 2832070
41. PROTECTIVE COVENANTS, including the terms and conditions therein, of said subdivision, 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 covenants, conditions or restrictions violate 42 USC 3604(c).
Recorded: May 9, 2017
Entry No: 2856340
42. CERTIFICATE OF CREATION
Recorded: August 1, 2017
Entry No: 2870841
43. NOTICE OF AN IMPENDING BOUNDARY ACTION
Recorded: August 1, 2017
Entry No: 2870842
44. NOTICE OF MORTGAGE
Recorded: October 6, 2017
Entry No: 2882685

NOTES:

Exception numbered 1-6 will be eliminated on the ALTA Extended Coverage Policy and the ALTA Homeowners Policy.

For informational purposes only, vesting document and a **24 month chain of title** is provided: A review of the records contained in the County Recorder's Office was conducted thru the effective date of this commitment as shown in Schedule "A" herein and the following Deeds of Conveyance and/or Real Estate Purchase Contracts were found:

Warranty Deed from ROBERT LAMAR FAVERO and ROGER KARLO FAVERO and GIOVANNI DAVE FAVERO to JED L. OPHEIKENS and LINDSEY OPHEIKENS, husband and wife as joint tenants recorded May 18, 2017 as Entry No. 2858159 in Book/Page N/A



SCHEDULE B

Section 2

Special Warranty Deed from GARY G. FARR, as Successor Trustee of the GLEN AND INEZ C. FARR INTER VIVOS REVOCABLE TRUST UNDER TRUST AGREEMENT dated July 30, 1981 which is also known as the GLEN AND INEZ C. FARR TRUST UNDER TRUST AGREEMENT dated July 30, 1981 to CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah Corporation Sole recorded December 11, 2014 as Entry No. 2713944 in Book/Page N/A

Special Warranty Deed from CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah Corporation Sole to ROBERT LAMAR FAVERO, ROGER KARLO FAVERO and GIOVANNI DAVE FAVERO, all as joint tenants and not as tenants in common, with full rights of survivorship recorded November 14, 2014 as Entry No. 2710617 in Book/Page N/A

Special Warranty Deed from CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah Corporation Sole to GARY G. FARR, Successor Trustee of the GLEN AND INEZ C. FARR TRUST, under Trust Agreement dated July 30, 1981 recorded November 14, 2014 as Entry No. 2710625 in Book/Page N/A

No existing Deed of Trust appears of record. If this information is not correct, please notify the Company as soon as possible to provide information regarding the existing loan.

In the event this transaction fails to close, a minimum \$200.00 cancellation fee will be charged for services rendered in accordance with the rates that are on file with the Commissioner of Insurance of the State of Utah.

NOTICE TO APPLICANT AND/OR PROPOSED INSURED:

Commitment is subject to such other and further requirements and exceptions as they appear necessary to the Company.

If you require copies of any documents identified in this commitment for Title Insurance, the Company will furnish the same upon specific request, either free of charge or for the actual cost of duplication for those copies requiring payment by the Company to obtain.

The land described in this Commitment may be serviced by services provided by cities, towns, public utility companies and other firms providing municipal type services which do not constitute liens upon the land and for which no notice of the existence of such service charges is evidenced in the Public Records. The applicant and/or purposed insured should directly contact all entities providing such services and make the necessary arrangements to insure payment for such services and continuation of services to the land.

The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. You may review a copy of the arbitration rules at <http://www.alta.org>. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction.



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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I - Requirements;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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South Jordan, Utah 84095
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Toll Free line 1-800-365-7720

Dear Customer:

The Financial Services Modernization Act enacted by Congress has brought many changes to the financial services industry, which includes insurance companies and their agents. One of the changes is that we are now required to explain to our customers the ways in which we collect and use customer information.

Our concern with the protection of your information has been a part of our business since 1904, when the company that is now HICKMAN LAND TITLE COMPANY and RICH LAND TITLE COMPANY began providing title service. We will continue to protect the privacy, accuracy, and security of customer information given to us.

What kinds of information we collect. Most of our business is title insurance. We collect information about you, (for instance, your name, address, telephone number), and information about your transaction, including the identity of the real property that you are buying or financing. We obtain a copy of any deeds, notes, or mortgages that are involved in the transaction. We may get this information from you or from the lender, attorney, or real estate broker that you have chosen. We then obtain information from the public records about the property so that we can prepare a title insurance policy. When we provide closing, escrow, or settlement services, mortgage lending, or mortgage loan servicing, we may get your social security number, and we may receive additional information from third parties including appraisals, credit reports, land surveys, escrow account balances, and sometimes bank account number to facilitate the transaction. If you are concerned about the information we have collected, please write to us.

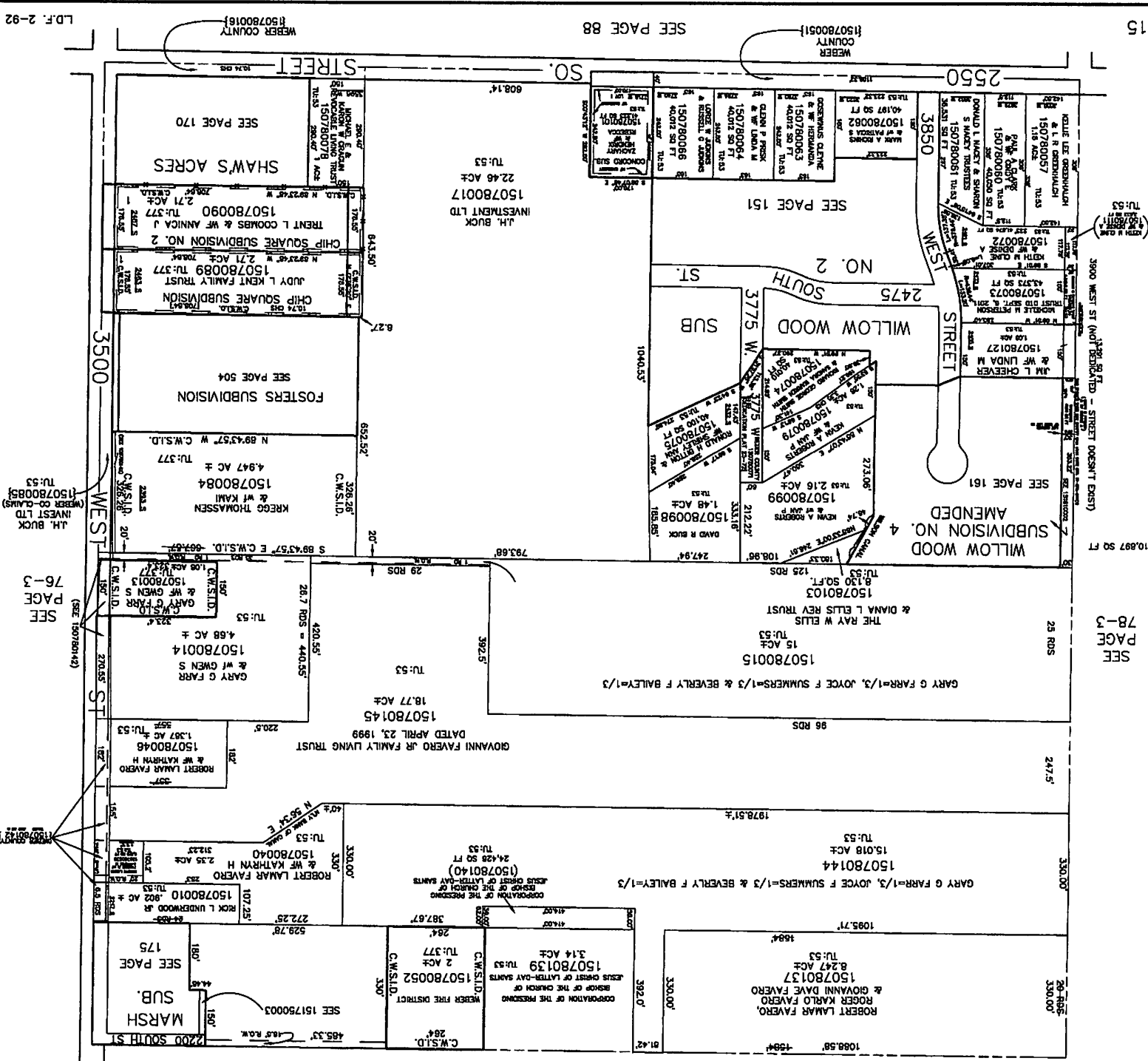
How we use this information. The company giving or specifically adopting this notice does not share your information with marketers outside its own family. There's no need to tell us to keep your information to ourselves because we share your information only to provide the service requested by you or your lender, or in other ways permitted by law. The privacy laws permit some sharing without your approval. We may share internally and with nonaffiliated third parties in order to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, and to provide information to government and law enforcement agencies. Companies within a family may share certain information among themselves in order to identify and market their own products that they think may be useful to you. Credit information about you is shared only to facilitate your transaction or for some other purpose permitted by law.

How we protect your information. We restrict access to nonpublic personal information about you to those employees who need the information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with law to guard your nonpublic personal information. We reinforce the company's privacy policy with our employees.

SECTION 28, T.6N., R.2W., S.L.B. & M.

IN WEBER COUNTY
SCALE 1" = 200'
TAXING UNIT: 53, 377

SEE PAGE 78-1



SEE PAGE 76-3
SEE
INVEST LTD
(WEBER CO. CLAS)
TU:53
(150780085)

SEE
PAGE
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10,897 SQ FT

SEE PAGE 88

(150780051)
WEBER
COUNTY

TU:53
(150780051)
WEBER
COUNTY

3900 WEST ST (NOT RECORDED - STREET DOESN'T EXIST)
TU:53
(150780051)
WEBER
COUNTY

10,897 SQ FT

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