

US TITLE INSURANCE AGENCY, LLC

**1436 LEGEND HILLS DRIVE STE 100
CLEARFIELD, UT 84015
PHONE (801) 779-7143
FAX (801) 779-7153**

US TITLE FILE: WB99239MS

RE:

**MARY M. MERRILL LIVING TRUST AND MARY M. MERRILL
TRUSTEE AND ROBERT E. MERRILL TRUSTEE
5535 E HIGHWAY 39
HUNTSVILLE, UT 84401**

LENDER:

LISTING AGENT:

SELLING AGENT:

Thank you for placing the above-referenced order with US TITLE We look forward to working with you and will see that this transaction is handled in a timely and efficient manner.

**ESCROW OFFICER: Michelle Stone
EMAIL: teammichelle@ustitleutah.com**

**ESCROW ASSISTANT: BRIDGET NABOR
EMAIL: teammichelle@ustitleutah.com**

US TITLE FILE: WB99239MS

If you did not receive all the pages of this Commitment, please call (801) 779-7143.

EXHIBIT "A"

All of Lot 1, MERRILL'S MOUNTAIN ESTATE, Weber County, Utah.

Together with and subject to the following described right-of-way, a strip of ground 60 feet wide, 30 feet each side of and parallel to the following described centerline: Beginning at a point which is North 0°26'33" West 1378.29 feet along the Section line and East 619.21 feet from the Southwest corner of Section 14, Township 6 North, Range 1 East, Salt Lake Base & Meridian, U.S. Survey, and running thence North 0°05'09" West 850.00 feet and thence along the arc of a regular 1129.91 foot radius curve to the left for a length of 1157 feet, more or less, to the Southerly right-of-way fence line of the Pineview-Huntsville State Highway.

Situated in WEBER County

Parcel Identification Number: 20-015-0012

This page is only a part of a 2016 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. 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 counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B - SECTION 1
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amounts for the estate or interest to be insured.
3. Pay us the premiums, fees and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
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.
6. NOTICE TO APPLICANT: THE LAND HEREIN MAY BE SERVICED BY CITIES, TOWNS, COUNTIES, SERVICE DISTRICTS OR PRIVATE ENTITIES WHICH PROVIDE SERVICES TO THE LAND, INCLUDING, BUT NOT LIMITED TO WATER, SEWER, GARBAGE, ELECTRICITY, STREET LIGHTING, CURB AND GUTTER, ETC., FOR WHICH NO NOTICE OF ANY RIGHTS CLAIMED TO EXIST BY SUCH ENTITIES ARE SHOWN OF RECORD. YOU SHOULD MAKE AN INQUIRY INTO SUCH MATTERS, INCLUDING SEEING ARRANGEMENTS AS APPLICABLE TO ESTABLISH YOUR RIGHTS TO RECEIVE SAID SERVICES. THE COMPANY HAS NO OBLIGATION RELATING TO THE SERVICES OR THE CHARGES ARISING FROM SUCH SERVICES.

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SCHEDULE B - Section 2
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared 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 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. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

(Continued)

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SCHEDULE B - Section 2
Exceptions Continued

8. Taxes for the year 2019 now a lien, not yet due. General property taxes for the year 2018 were paid in the amount of \$5,551.97. Tax Parcel No. 20-015-0012.
9. Property is located within the following special improvement districts:

DISTRICT: Weber County
Weber County Schools
Weber County Fire Service Area 4
Weber Area Dispatch 911 and Emergency Service District
Unincorporated Weber County Municipal Services
Northern Utah Environmental Resource Agency
Ogden Valley Transmitter/Recreation Special Service District
Ogden Valley Parks Service Area
10. Mineral Reservations as contained in United States Patent recorded July 28, 1894 in Book 21 at Page 320 of Official Records.
11. All existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipelines, power poles, telephone, sewer, gas or water lines and rights-of-way and easements thereof.
12. A Grant of Easement dated September 11, 1964 in favor of Utah Power and Light Company, its successors in interest and assigns to install and construct, operate, replace and maintain a pole line and facility(ies) therein, and all necessary fixtures thereto, recorded December 9, 1964 as Entry No. 440224 in Book 792 at Page 42 of Official Records.
13. Subject to all easements, notes, building set-backs, conditions, restrictions, and stipulations as set forth on the recorded plat.
14. Right of way, in common with others, over the Easterly 30 feet of said lot.
15. Access to said property is via a private road.
16. Deferring Public Improvements Agreement with Weber County, recorded May 6, 1994 as Entry No. 1290323 in Book 1714 at Page 2446 of Official Records.

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SCHEDULE B - Section 2
Exceptions Continued

17. A Deed of Trust by and between Mary M. Merrill and Robert E. Merrill, Trustees, or their successors in trust, under the Mary M. Merrill Living Trust as Trustor in favor of Zions First National Bank as Trustee and Zions First National Bank as Beneficiary, to secure a revolving line of credit in the original amount of \$1,000,000.00 and any other amounts or obligations secured thereby, dated March 23, 2015 and recorded April 6, 2015 as Entry No. 2729431 of Official Records.

Note: The herein-above mentioned deed of trust secures a revolving line of credit. The Company requires signed authorization from Trustor(s) closing said line of credit.

* * * * *

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: None.

NOTE: The name(s) of Mary M. Merrill and Robert E. Merrill and The Mary M. Merrill Living Trust has/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.

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: Michelle Stone at (801) 779-7143 at 1436 Legend Hills Drive, Suite 100, Clearfield, UT 84015.

NOTE: The Policy(ies) to be issued as a result of this Commitment 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.

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SCHEDULE A

Order Number: WB99239MS

Effective Date: January 8, 2019 @ 8:00 a.m.

- 1. Policy or Policies to be issued:
 - (a) ALTA Owner's Policy:
 - 2006 Policy
 - Proposed Insured:

***** TITLE REPORT *****

- (b) ALTA Loan Policy
 - 2006 Policy
 - Proposed Insured:

Endorsements:

- 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:

Mary M. Merrill and Robert E. Merrill, Trustees, or their successors in trust, under the Mary M. Merrill Living Trust, dated March 22, 2011, and any amendments thereto

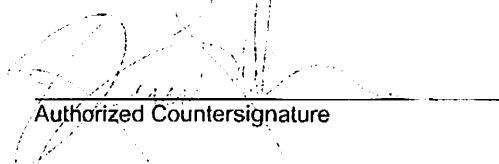
- 3. The land referred to in this Commitment is described as follows:

See Attached Exhibit "A"

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

5535 E HIGHWAY 39
HUNTSVILLE, UT. 84401

Parcel Identification Number: 20-015-0012



Authorized Countersignature

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