



1436 Legend Hills Dr, Suite 100, Clearfield, UT 84015  
(801)779-7143 / (801)217-0133  
[www.ustitleutah.com](http://www.ustitleutah.com)  
File No. 009065

May 11, 2020

Re: Robert Todd Merrill and Marsha Merrill and The Mary M. Merrill Living Trust, dated March 22, 2011

LENDER:

LISTING AGENT:

SELLING AGENT:

PROPERTY: 5535 E. Highway 39, Hunstville, UT 84401

Thank you for choosing US Title Insurance Agency, we look forward to working with you. Attached are the commitment for Title Insurance along with the associated plat map. Please review these documents carefully. If you have any questions regarding this report, please contact our Title Officer listed below.

The Escrow Team, listed below, will handle your closing transaction. Please refer to them for any further information you may need. Our teams will do their best ensure all transactions are handled smoothly and professionally. We appreciate the opportunity to work with you and your clients.

Escrow Officer: Michelle Stone  
mstone@ustitleutah.com



## ALTA COMMITMENT FOR TITLE INSURANCE

Issued by First American Title Insurance 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 EXTRA CONTRACTUAL 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, First American Title Insurance Company, A Nebraska 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

#### *First American Title Insurance Company*

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary



If this Jacket was created electronically, it constitutes an original document.

This page is only 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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## 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 counter-signature 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.
- (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.

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- (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>.

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Agent for
First American Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Effective Date: April 21, 2020 at 8:00 AM

Commitment No.: 009065
Amendment 2

Table with 3 columns: Policy or Policies to be issued, Amount, Premium. Includes ALTA Standard Owner's Policy and ALTA Extended Loan Policy.

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:

Robert Todd Merrill and Marsha Merrill, husband and wife as joint tenants, as to Part and Mary M. Merrill and Robert E. Merrill, Trustees of The Mary M. Merrill Living Trust, dated March 22, 2011, and any amendments thereto as to Part

3. The land referred to in the Commitment, located in Weber County, is described as follows:

See Exhibit A attached hereto and made a part hereof.

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

5535 E. Highway 39, Hunstville, UT 84401
APN: 20-015-0017 and 20-015-0018

Kent J. McMillen, Title Manager
US Title Insurance Agency

1436 Legend Hills Dr, Suite 100 • • Clearfield, UT 84015
Phone: (801)779-7143 • Fax: (801)217-0133

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## EXHIBIT "A"

Parcel 1: 20-015-0017 (part) & 20-015-0018 (part)

A part of the West Half of Section 14, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, Weber County, Utah: Beginning at the West Quarter corner of said Section 14, and running thence North 00°35'31" West 640.75 feet to the Southerly Right-of-Way line of the Pineview-Huntsville Highway; thence South 66°37'40" East 142.96 feet along said Southerly Right-of-Way to a point of a non-tangent curve, of which the radius point lies South 33°52'01" West; thence Southeasterly along the arc of a 1,129.91 foot radius curve to the right a distance of 890.05 feet (central angle equals 45°07'59" and long chord bears South 33°33' 59' East 867.22 feet); thence South 85°20'44" West 302.53 feet to the point of curve of a non-tangent curve, of which the radius point lies South 76°41'28" West; thence Southerly along the arc of a 829.91 foot radius curve to the right a distance of 197.09 feet (central angle equals 13°36'26" and long chord bears South 06°30'20" East 196.63 feet); thence South 00°17'53" West 290.29 feet; thence South 89°42'07" East 300.00 feet; thence South 00°17'53" West 499.71 feet; thence North 89°37'00" West 619.58 feet; thence North 00°03'31" West 1,145.92 feet to the point of beginning. (proposed Lot 1 boundary description)

Parcel 2: 20-015-0017 (part) & 20-015-0018 (part)

A part of the West Half of Section 14, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, Weber County, Utah: Beginning at point 163.46 feet South 00°03'31" East along the Quarter Section line and 302.40 feet North 89°56'29" East from the West Quarter corner of said Section 14, and running thence North 85°20'44" East 302.53 feet to the point of curve of a non-tangent curve, of which the radius point lies South 79°00'00" West; thence Southerly along the arc of a 1,129.91 foot radius curve to the right a distance of 222.81 feet (central angle equals 11°17'53" and long chord bears South 05°21'03" East 222.44 feet); thence South 00°17'53" West 290.29 feet; thence North 89°42'07" West 300.00 feet; thence North 00°17'53" East 290.29 feet to a point of curvature; thence Northerly along the arc of a 829.91 foot radius curve to the left a distance of 197.09 feet (central angle equals 13°36'26" and long chord bears North 06°30'20" West 196.63 feet) to the point of beginning. (proposed Lot 2 boundary description)

Situated in Weber County, State of Utah

APN: 20-015-0017 and 20-015-0018

# COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B - SECTION 1 (Requirements)

Commitment No.: 009065

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. Warranty Deed executed by The Mary M. Merrill Living Trust, dated March 22, 2011 to Todd Merrill and Marsha Merrill conveying fee simple title.
7. Trust Deed securing your note executed by Todd Merrill and Marsha Merrill.
8. Release(s) or reconveyance(s) for Exception No.(s) 17.
9. TO REMOVE EXCEPTION NUMBERS 2, 3 AND 4, FROM SCHEDULE B HEREOF, THE COMPANY MAY REQUIRE EITHER/OR AN ALTA/ASCM SURVEY OF LAND OR AN INSPECTION OF SAID PROPERTY AT THE OPTION OF THE COMPANY.
10. 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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# COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B – SECTION 2 (Exceptions)

Commitment No.: 009065

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 or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or 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.
8. General property taxes for the year 2020 are now a lien, not yet due. Tax ID No. 20-015-0017 & 20-015-2018.

2019 general property taxes were paid in the amount of \$5,344.84 under Tax ID No. 20-015-0012, which includes Tax ID No. 20-015-0017 & 20-015-0018.

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

**DISTRICTS:**

Weber County  
Weber County Schools  
Weber Co. Fire Services Area No. 4  
Weber Area Dispatch 911 and Emergency Service District  
Unincorporated Area of Weber County  
Northern Utah Environmental Resource Agency  
Ogden Valley Trnsmmitter/Recreation Special Service District

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**SCHEDULE B - SECTION 2  
(Exceptions - Continued)**

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 property.
15. Access to said property is via 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.
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. (Affects all Lots)

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.

18. Well Share & Maintenance Agreement by and between Mary M. Merrill Living Trust and Robert Todd & Marsha Merrill, recorded November 4, 2019 as Entry No. 3014320 of Official Records.

Affidavit of Correction to the above, recorded November 13, 2019 as Entry No. 3016248 of Official Records.

19. The terms and conditions, including lien rights, contained in that certain Petition to Weber Basin Water Conservancy District for the Allotment of Water, wherein Robert Todd & Marsha Merrill applied for the allotment and beneficial use of 1.00 acre feet of water annually and recorded January 16, 2020 as Entry No. 3028862 of Official Records.

The Company makes no assurances as to the current ownership and/or status of any water and/or water rights referred to therein.

\* \* \* \* \*

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**SCHEDULE B - SECTION 2  
(Exceptions - Continued)**

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:

A Warranty Deed recorded October 21, 2019 recorded as Entry No. 3011090  
A Warranty Deed recorded May 6, 2020 recorded as Entry No. 3052539  
A Warranty Deed recorded May 6, 2020 recorded as Entry No. 3052550

NOTE: The names of

Marsha Merrill  
Mary M. Merrill  
Robert Todd Merrill  
Robert E. Merrill  
Mary M. Merrill Trustee  
Robert E. Merrill Trustee

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, (801)779-7143 and 1436 Legend Hills Dr, 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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**The First American Corporation  
US Title Insurance Agency**

**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](http://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

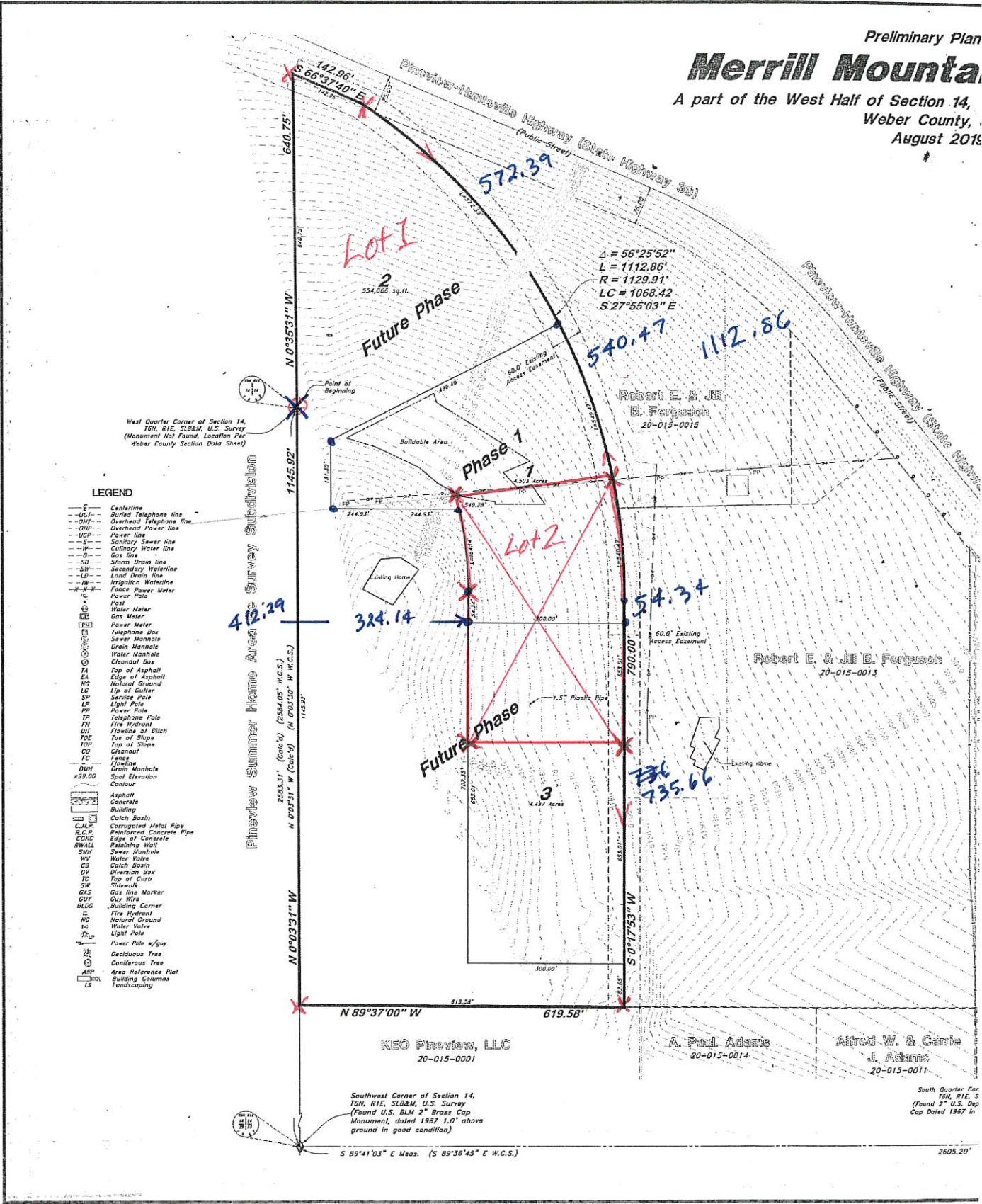
eliminate with our written consent any Exceptions shown in Schedule B - Section 2.

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.

Preliminary Plan  
**Merrill Mountain**  
 A part of the West Half of Section 14,  
 Weber County,  
 August 2016



**LEGEND**

- E— Centerline
- UGT- Buried Telephone line
- OHT- Overhead Telephone line
- OHP- Overhead Power line
- UGP- Power line
- S- Sanitary Sewer line
- W- Culinary Water line
- G- Gas line
- SD- Storm Drain line
- SW- Secondary Waterline
- LD- Land Drain line
- IW- Irrigation Waterline
- P- Private Power Meter
- W Water Meter
- G Gas Meter
- PM Power Meter
- TB Telephone Box
- SM Sewer Manhole
- GM Grain Manhole
- WM Water Manhole
- CB Catch Basin
- TA Top of Asphalt
- EA Edge of Asphalt
- NG Natural Ground
- LC Lip of Curb
- SP Service Pole
- LP Light Pole
- PP Power Pole
- TP Telephone Pole
- FH Fire Hydrant
- DL Flowline of Ditch
- TOS Top of Slope
- TOP Top of Slope
- CL Clearcut
- FC Fence
- FL Flowline
- DM Drain Manhole
- SE Spot Elevation
- CON Contour
- Asphalt
- Concrete
- Building
- CB Catch Basin
- C.M.P. Corrugated Metal Pipe
- R.C.P. Reinforced Concrete Pipe
- E.C. Edge of Concrete
- CONC. Retaining Wall
- RWALL
- SM Sewer Manhole
- WV Water Valve
- CB Catch Basin
- DB Diversion Box
- TC Top of Curb
- SW Sidewalk
- GAS Gas line Marker
- GW Guy Wire
- BLOG Building Corner
- FL Fire Hydrant
- NG Natural Ground
- WV Water Valve
- LP Light Pole
- PP Power Pole w/ guy
- Deciduous Tree
- Coniferous Tree
- ARP Area Reference Plat
- Building Columns
- Landscaping

KEO Pinetree, LLC  
 20-015-0001

A. Paul Adams  
 20-015-0014

Alfred W. & Carrie  
 J. Adams  
 20-015-0011

Southwest Corner of Section 14,  
 T8N, R1E, S18&M, U.S. Survey  
 (Found U.S. BLM 2" Brass Cap  
 Monument, dated 1967 1.0' above  
 ground in good condition)

South Quarter Cor.  
 T8N, R1E, S  
 (Found 2" U.S. Dep  
 Cap Dated 1967 in

S 89°41'03" E Meas. (S 89°36'45" E W.C.S.)

2605.20'