



First American Title

First American Title Company, 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 public records 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 web site 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 services providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all 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.

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 and 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 this 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.

ARTICLES OF ORGANIZATION

RECEIVED

DEC 04 2001

Utah Div. Of Corp. & Comm. Code

OF

BLUESPRUCE INVESTMENTS, LLC

THESE ARTICLES OF ORGANIZATION forming a limited liability company under the laws of the State of Utah, are made and executed as of the 5 day of December, 2001 by the undersigned person(s).

- 1. Name. The name of the limited liability company is BLUESPRUCE INVESTMENTS, LLC (herein sometimes referred to as the "Company").
- 2. Period of Duration. The period of duration of the Company shall be a term of ninety-nine (99) years, beginning on the date these Articles are delivered for filing with the Division, unless sooner terminated pursuant to law or the provisions of the Company's Operating Agreement.
- 3. Business Purpose. The business purposes for which the Company is organized are to own and hold certain real and personal property for investment, and to engage in any other lawful business activity permitted under the laws of the State of Utah, and any other purposes as are necessary to protect or enhance the assets of the Company.
- 4. Registered Agent and Office. The name of the registered agent, the street address of the registered office, and the signature of the Company's registered agent acknowledging appointment as registered agent of the Company and agreeing to act as such are set forth below:

Arthur Zachary Tanner
1744 24th Street
Ogden, Utah 84401

Arthur Zachary Tanner
Signature

- 5. Designated Office. The street address of the Company's designated office where the Company's records shall be maintained shall be the same as the registered office.
- 6. Substitute Service of Process. The Director of the Division of Corporations and Commercial Code of the Utah Department of Commerce is hereby appointed as the agent of the Company for service of process if the registered agent has resigned, the

12-04-01P03:55 RCVD

YES

12/04/2001
Filing Number 40700
\$50.00

registered agent's authority has been revoked, or the registered agent cannot be found or served with the exercise of reasonable diligence.

7. Management. The Company shall be managed by Managers. The names and street addresses of the initial Manager(s) of the Company are as follows:

Trudie Ann Tanner
P.O. Box 890
Clinton, WA 98236

8. Limitations to Authority of Managers. The Managers of the Company shall have full and complete authority to manage and operate the business and affairs of the Company pursuant to the provisions of the Act; excepting therefrom, that the Manager or Managers, without the written consent or written ratification of the specific act by all the Members, shall not:

8.1 Do any act in contravention of law, the Articles of Organization or the Operating Agreement for the Company.

8.2 Do any act to make it impossible to carry on the ordinary business of the Company.

8.3 Confess a judgment against the Company.


8.4 Possess Company property in their own name or assign their rights in specific Company property for other than a Company purpose.

8.5 Admit a person as a Member except as otherwise provided in the Operating Agreement for the Company.

8.6 Continue the business with Company property after its bankruptcy, dissolution, cancellation or other cessation to exist.

8.7 Unless provided otherwise in the Operating Agreement, at all times that there is more than one Manager appointed by the Members, a majority of the Managers so appointed shall be necessary for all decisions affecting the Company, and individual Managers shall have no power as such.

The undersigned hereby affirms that she is a Manager of the Company and that the facts set forth in the foregoing Articles of Organization are true.


Trudie Ann Tanner

ARTICLE 6
ACCOUNTING FOR THE COMPANY

6.1 Accounting Methods; Fiscal Year. The profits and losses of the Company shall, unless otherwise required under the Code, be determined on a cash basis in accordance with generally accepted accounting principles of cash accounting, and shall include gains or losses from the sale of Company assets. The Company also shall, unless otherwise required under the Code, report for income tax purposes on a cash basis. The fiscal year of the Company, for both accounting and tax reporting purposes, shall be the calendar year.

6.2 Review of Financial Statements. Not less than once a year, and as soon as possible after completion of the tax returns, a meeting of all Members may be held, which meeting may be held by the Members attending in person or by proxy, or by participating via means of telephonic communication, or by waiver of notice and participation in the meeting and written consent to the matters discussed or actions taken at such meeting. The tax returns and any financial statements shall be reviewed and discussed at that meeting.

6.3 Records. The Company shall keep at its designated office the records required to be kept there pursuant to Section 48-2c-111 of the Act. Said records are subject to inspection and copying at the reasonable request and at the expense of any Member during ordinary business hours.


ARTICLE 7
MANAGEMENT OF COMPANY

7.1 Management by Managers. Management of the Company may be vested in one or more Managers, as appointed by the Class A Members from time to time. A Manager need not be a Member of the Company. A Class B Member may not be appointed a Manager unless the Class B Member is also a Class A Member. The initial Manager of the company is identified in the Articles. In the event that all Managers of the Company have been removed from office as provided in this Article 7, the business of the Company shall be under the exclusive management of the Class A Members, and in such case, the agreement of a majority in Voting Interest of all Class A Members, shall be necessary for all decisions affecting the Company, and individual Members shall have no power as such. In the event there are no Class A Members, then, and only in such circumstances, the Company may be managed by its Class B Members.

7.2 Management by Members. At all times when there are not one or more Managers appointed to act hereunder by the Members pursuant to Section 7.1 above, all business of the Company shall, as indicated above, be under the exclusive management of the Class A Members and the agreement of a majority in Voting Interest of all Class A Members shall be necessary for all decisions affecting the Company, and individual Class A Members and Class B Members shall have no power as such. All actions which are to be or may be taken by or on behalf of the Company, or

regarding the management of the Company, by the Managers of the Company, as provided herein or under the Act, shall be taken by the Class A Members at all times when there is no Manager acting hereunder. Until such time as a Manager is appointed pursuant to Section 7.1, management of the Company shall be vested in the Class A Members.

7.3 Authority of Managers. The Managers may exercise all the powers of the Company whether derived from law, the Articles of Organization or this Agreement (except such powers as are by statute, by the Articles of Organization or by this Agreement vested solely in the Members), and shall have the right, power and authority to do on behalf of the Company all things which are necessary or desirable to carry out the business of the Company, including, but not limited to, the right, power and authority: to sell, exchange, or grant an option for the sale or exchange of all or any portion of the property of the Company; to invest and reinvest any available funds; to incur all reasonable expenditures; to employ and dismiss from employment any and all employees, agents, independent contractors, attorneys, and accountants; to lease all or any portion of any property for any purpose and without limit as to the term thereof, provided such term does not exceed the term of the Company as set forth in the Articles and in Section 2.7, above; to borrow money, and as security therefor, to mortgage or grant security interests in all or any part of any property; to prepay in whole or in part, refinance, modify, or extend any indebtedness; to do any and all of the foregoing at such price, rental or amount, for cash, securities, or other property and upon such terms as the Managers deem proper; to place record title to any property in the name of the Company; to adjust, compromise, settle, or refer to arbitration any claim against or in favor of the Company or any nominee, and to institute, prosecute, and defend any legal proceeding relating to the business or property of the Company, and to execute, acknowledge and deliver any and all instruments to effectuate any and all of the foregoing. The Managers shall have the authority to delegate all or any portion of the powers granted hereunder to one or more attorneys-in-fact, provided such delegation shall not violate the provisions of Section 48-2c-805 of the Act.

7.4 Restrictions on Managers. No Manager or Managers shall, without the written consent or written ratification of the specific act by all the Members:

7.4.1 Do any act in contravention of law, the Articles of Organization or this Agreement.

7.4.2 Do any act to make it impossible to carry on the ordinary business of the Company.

7.4.3 Confess a judgment against the Company.

7.4.4 Possess Company property in their own name or assign their rights in specific Company property for other than a Company purpose.

Commitment Number: 5569798
06/30/2014



First American Title

5929 S. Fashion Pointe Drive, Suite 120
South Ogden, UT 84403
(801)479-6600
Fax: (866)464-4408
sheiner@firstam.com

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COMMITMENT FOR TITLE INSURANCE PREPARED FOR:

<u>PROPERTY INFORMATION:</u> 2575 East Woodland Drive, Uintah, UT 84403

<u>LISTING AGENT</u>	<u>SELLING AGENT</u>
<u>LENDER</u>	<u>BUYER/SELLER</u>
To Be Determined	BUYER/BORROWER: To Be Determined SELLER/OWNER: Bluespruce Investments, LLC

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 this 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 then 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

Dennis J. Gilmore

Dennis J. Gilmore
President

Jeffrey S. Robinson

Jeffrey S. Robinson
Secretary



SCHEDULE A

Amendment No. 1

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: **Susan Heiner at (801)479-6600 located at 5929 S. Fashion Pointe Drive, Suite 120, South Ogden, UT 84403.**

Effective Date: **June 10, 2013** at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 2010 Eagle Owner's for \$0.00

PREMIUM \$TBD

Proposed Insured:
To Be Determined

ALTA 2010 Eagle Lender's for \$0.00

PREMIUM \$TBD

Proposed Insured:
To Be Determined

Endorsements 100, 116 and 8.1

PREMIUM \$Included

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:

Bluespruce Investments, LLC, a Utah limited liability company

3. The land referred to in this Commitment is located in Weber County, UT and is described as:

LOT 34, WOODLAND ESTATES SUBDIVISION UNIT 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE WEBER COUNTY RECORDER'S OFFICE.

EXCEPTING THEREFROM THE SOUTHEASTERLY 13 FEET THEREOF, MEASURED AT RIGHT ANGLES TO THE SOUTHEASTERLY LINE OF SAID LOT 34.

Said property is also known by the street address of:
2575 East Woodland Drive, Uintah, UT 84403

**SCHEDULE B - Section 1
Requirements**

The following are the requirements to be complied with:

- (A) Pay the agreed amounts for interest in the land and/or the mortgage or deed of trust to be insured.
- (B) Pay us the premiums, 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, 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 described 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) Provide us with any information regarding personal property taxes which may have been assessed or are due and payable which could become a lien on the real property.

**SCHEDULE B - Section 2
Exceptions**

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

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.
2. Any facts, rights, interest 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 easements or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments and any other facts which a correct survey would disclose, and which are not shown by 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 heretofore 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 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. Taxes for the year 2013 now a lien, not yet due. General property taxes for the year 2012 were paid in the amount of \$1,000.78. Tax Parcel No. 07-089-0010.
9. Any charge upon the land by reason of its inclusion in Uintah Highlands Water & Sewer and Central Weber Sewer.
10. Easements, notes and restrictions as shown on the recorded plat.
11. Any covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions contained within those certain declarations recorded January 27, 1959 in Book 602 at Page 33 of Official Records, and any amendments thereto, 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).

Amendment to declarations recorded July 08, 2002 as Entry No. 1859755 in Book 2244 at Page 2536 of Official Records.

Ratification of New Protective Covenants Woodland Estates Subdivision, Unit 2 recorded August 16, 2004 as Entry No. 2050494 of Official Records.

12. A Resolution Rescinding the Uintah Highlands Sewer Improvement District recorded May 21, 1992 as Entry No. 1178834 in Book 1627 at Page 1123 of Official Records.

(The following affects Parcel 2)

13. Request for Combination recorded May 21, 2002 as Entry No. 1849325 in Book 2233 at Page 1541 of Official Records.

The name(s) Blue Spruce Investments and Bluespruce Investments, LLC, has/have been checked for judgments, State and Federal tax liens, and bankruptcies and if any were found, are disclosed herein.

NOTE: According to Official Records, there have been no documents conveying the land described herein within a period of 24 months prior to the date of this commitment, except as follows: NONE

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

Title inquiries should be directed to Larry Bond @ (801)578-8835.

NOTE: The policy(ies) to be issued as a result of this Commitment contain an Arbitration Clause set forth in the Conditions/Conditions and Stipulations Section. The following is included for the information of the proposed insured(s):

Any matter in dispute between you and the company may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Association or other recognized arbitrator, a copy of which is available on request from the company. 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.

In the event the transaction for which this commitment was ordered "cancels", please refer to Paragraph B under Schedule B, Section 1 for required cancellation fee.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title expressly disclaims any liability for loss or damage which may result from reliance on this map except to

the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

WOODLAND ESTATES SUBDIVISION - UNIT 2

LOTS 29-53 INCLUSIVE
PART OF THE N.E. 1/4 SECTION 23, T.5N., R.1W., S.L.B. 8 M., U.S. SURVEY
WEBER COUNTY, UTAH

SCALE 1" = 100'

JAN. 5, 1959

BOUNDARY DESCRIPTION

Beginning at the S.E. Cor. of the N.E. 1/4 Section 23, T.5N., R.1W., S.L.B. 8 M., U.S. Survey, 29th 30th, 31st, 32nd, 33rd, 34th, 35th, 36th, 37th, 38th, 39th, 40th, 41st, 42nd, 43rd, 44th, 45th, 46th, 47th, 48th, 49th, 50th, 51st, 52nd, 53rd, 54th, 55th, 56th, 57th, 58th, 59th, 60th, 61st, 62nd, 63rd, 64th, 65th, 66th, 67th, 68th, 69th, 70th, 71st, 72nd, 73rd, 74th, 75th, 76th, 77th, 78th, 79th, 80th, 81st, 82nd, 83rd, 84th, 85th, 86th, 87th, 88th, 89th, 90th, 91st, 92nd, 93rd, 94th, 95th, 96th, 97th, 98th, 99th, 100th, to the point of beginning.

OWNER'S DEDICATION

The undersigned, *James J. Veber*, owner of the above described tract of land do hereby dedicate, grant and convey to the public the right of way for the following streets and easements... *James J. Veber*

STATE OF UTAH
COUNTY OF WEBER

CURVE (1)
C=100 FT.
R=100 FT.
T=100 FT.

CURVE (2)
C=100 FT.
R=100 FT.
T=100 FT.

CURVE (3)
C=100 FT.
R=100 FT.
T=100 FT.

CURVE (4)
C=100 FT.
R=100 FT.
T=100 FT.

CURVE (5)
C=100 FT.
R=100 FT.
T=100 FT.

CURVE (6)
C=100 FT.
R=100 FT.
T=100 FT.

CURVE (7)
C=100 FT.
R=100 FT.
T=100 FT.

CURVE (8)
C=100 FT.
R=100 FT.
T=100 FT.

CURVE (9)
C=100 FT.
R=100 FT.
T=100 FT.

CURVE (10)
C=100 FT.
R=100 FT.
T=100 FT.

CURVE (11)
C=100 FT.
R=100 FT.
T=100 FT.

CURVE (12)
C=100 FT.
R=100 FT.
T=100 FT.

CURVE (13)
C=100 FT.
R=100 FT.
T=100 FT.

ENGINEER'S CERTIFICATION

I, *James J. Veber*, Engineer, do hereby certify that the foregoing plat or subdivision... *James J. Veber*

COUNTY SURVEYOR'S CERTIFICATE OF APPROVAL

I hereby certify that I have carefully investigated the lines of survey of the above described tract of land... *James J. Veber*

WEBER COUNTY PLANNING COMMISSION'S CERTIFICATE

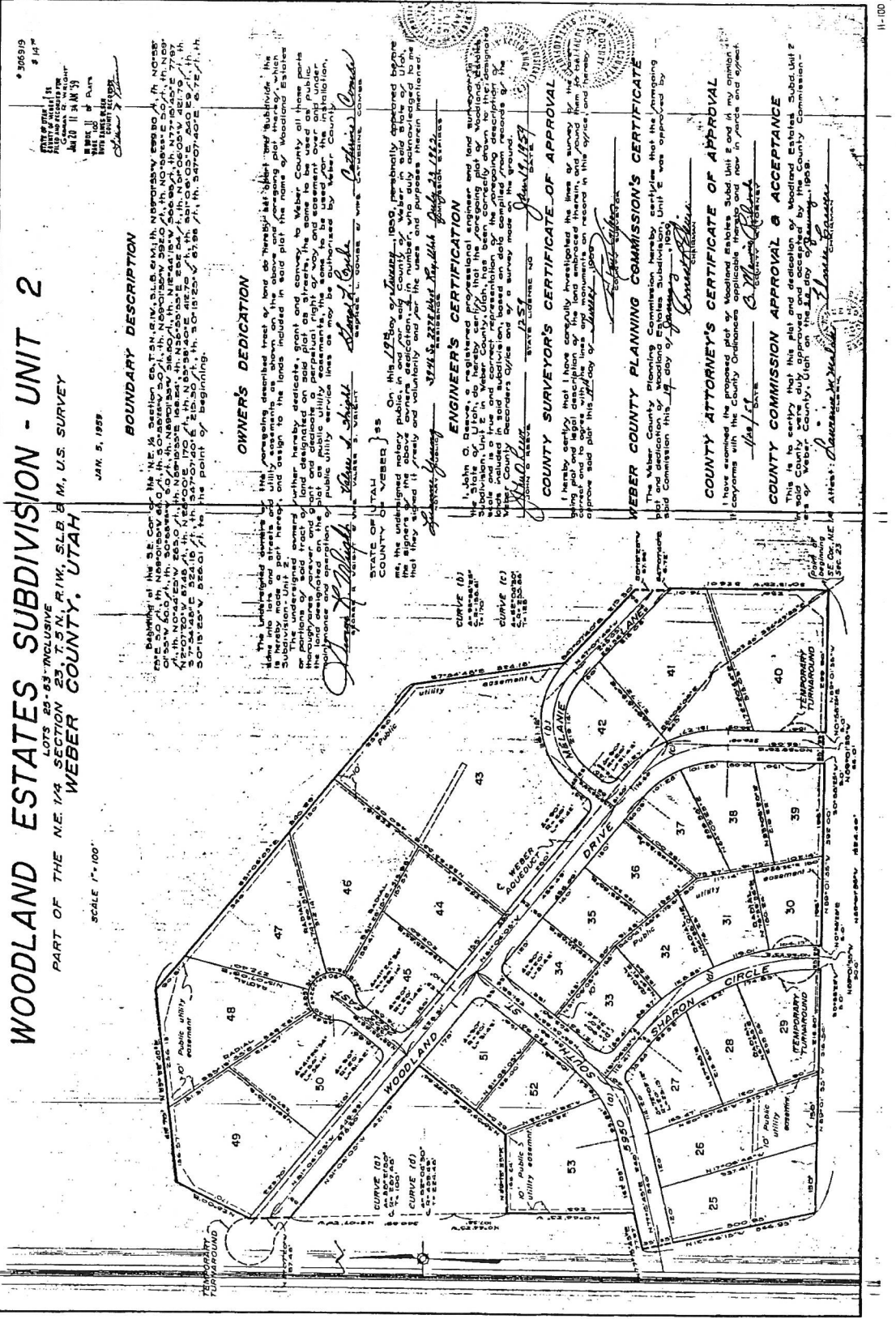
The Weber County Planning Commission hereby certifies that the foregoing plat and dedication of Woodland Estates Subdivision... *James J. Veber*

COUNTY ATTORNEY'S CERTIFICATE OF APPROVAL

I have examined the proposed plat of Woodland Estates Subdivision... *James J. Veber*

COUNTY COMMISSION APPROVAL & ACCEPTANCE

This is to certify that this plat and dedication of Woodland Estates Subdivision... *James J. Veber*



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 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 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 this Commitment when you acted in good faith to:

comply with the Requirements

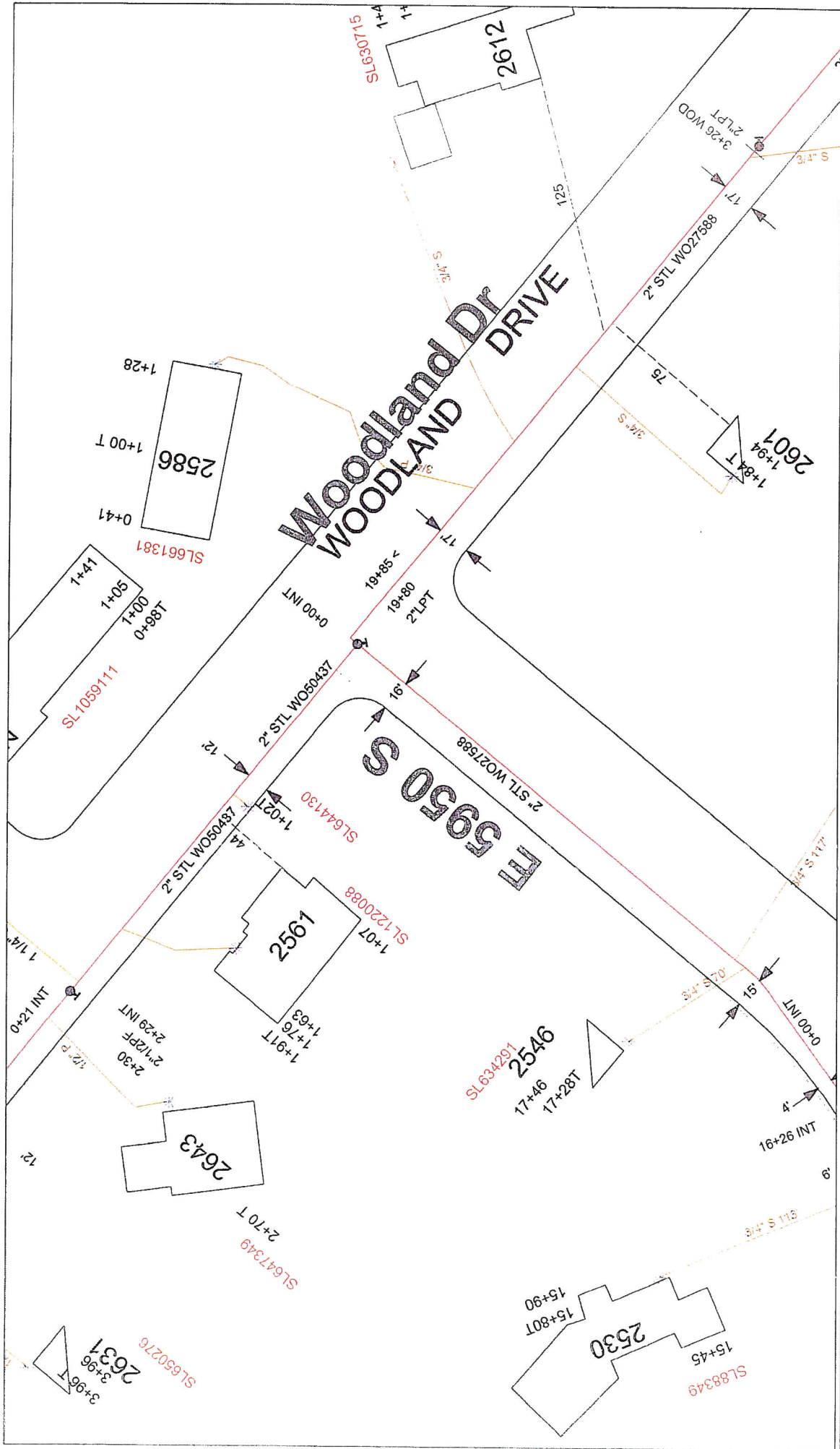
or

eliminate with our written consent any Exceptions shown in Schedule B

We shall not be liable for more than the 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 claims, 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



Quostar	webview	23.5N, 1W	X:1388826, Y:14948956	Scale: 1 IN = 44 FT	05/28/14 14:00
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