

TITLE INSURANCE COMMITMENT
SCHEDULE A

Escrow/Closing inquiries should be directed to your Escrow Officer: **Eric Iverson** via email eiverson@lincolntitle.us or at (801)479-4699.

- 1. Commitment Date: **April 01, 2014 at 7:30 AM**
- 2. Policy (or Policies) to be issued: POLICY AMOUNT PREMIUM
 - (a) ALTA HOMEOWNER'S POLICY **\$358,000.00** **\$1,733.00**
 (EAGLE)

Proposed Insured: **Brigham Burton and Ashley Burton**

- (b) ALTA 2006 LOAN POLICY **\$0.00**

Proposed Insured:

Proposed Borrower: **Brigham Burton and Ashley Burton**

- (c) Endorsements:

- 3. The estate or interest in the land described or referred to in this commitment and covered herein is Fee Simple and title thereto is at the effective date hereof vested in:

Kenwood Johnson and Charlotte Johnson, husband and wife

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

Parcel 1: All of Lot 36, Bailey Acres Cluster Subdivision Phase 1, Weber County, Utah, according to the official plat thereof. (Serial No. 22-144-0027)

Parcel 2: PART OF LOT 35, BAILEY ACRES CLUSTER SUBDIVISION PHASE 1, WEBER COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT SOUTH 81°51'49" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 35, 9.29 FEET FROM THE SOUTHEAST CORNER OF OF SAID LOT, THENCE NORTH 15°56'05" WEST 152.22 FEET TO THE SOUTH RIGHT OF WAY OF 4650 NORTH STREET, THENCE SOUTH 89°43'48" EAST ALONG SAID SOUTH LINE 9.58 FEET, THENCE SOUTH 15°56'05" EAST 150.81 FEET, THENCE SOUTH 81°51'49" WEST 9.29 FEET TO THE POINT OF BEGINNING. (Serial No. 22-144-0031)

Property Address: 3203 East 4650 North, Eden, UT 84310

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**SCHEDULE B - SECTION I
REQUIREMENTS**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage or deed of trust to be insured.
- (b) Pay us the premium, fees and charges for the policy. In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$100.00.
- (c) Provide us with releases, reconveyances or other instruments, acceptable to us, including payment of any amounts due, removing the encumbrances shown in Schedule B-2 that are objectionable to the proposed insured.
- (d) Provide us with copies of appropriate agreements, trusts, resolutions, certificates, or other evidence needed to identify the parties authorized to execute the documents creating the interest to be insured.
- (e) The documents creating the interest to be insured must be signed, delivered and recorded.
- (f) You must tell us, in writing, the name of anyone not referred to in this Commitment who will receive an interest in, or who will make a loan secured by a deed of trust or mortgage secured by, the land describe in this Commitment.
- (g) After we have received the information requested in these requirements, together with any other information about the transaction, we will have the right to add requirements to this Schedule B-1 or special exceptions to Schedule B-2.
- (h) Approval by the Company's Underwriter of the contents hereof and satisfaction of any conditions or requirements imposed thereby.
- (i) Other:

NOTE: THE OWNERS POLICY OF TITLE INSURANCE COMMITTED TO BE ISSUED WILL CONTAIN DEDUCTIBLE AMOUNTS AND LIABILITY LIMITS RELATIVE TO CERTAIN COVERED RISKS AS FOLLOWS:

COVERED RISK 16 (Subdivision Law Violations) has a deductible of 1% of the Policy Amount or \$2,500, whichever is lesser, and a Maximum Dollar Limit of Liability of \$10,000.

COVERED RISK 18 (Building Permits) has a deductible of 1% of the Policy Amount or \$5,000, whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.

COVERED RISK 19 (Zoning) has a deductible of 1% of the Policy Amount or \$5,000, whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.

COVERED RISK 21 (Encroachment of Boundary Walls or Fences) has a deductible of 1% of the Policy Amount or \$2,500, whichever is lesser, and a Maximum Dollar Limit of Liability of \$5,000.

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SCHEDULE B - SECTION II EXCEPTIONS

GENERAL EXCEPTIONS

1. Defects in liens, encumbrances, adverse claims or other matters, if any, created, first appearing the public records or attaching subsequent to the effective date hereof but prior to the date proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

SPECIAL EXCEPTIONS:

1. Water rights, claims to water or water rights, whether or not shown in the public records.

STANDARD EXCEPTIONS

2. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessment on real property or by the public records.
3. 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, or claiming to be in possession, thereof.
4. Easements, liens, encumbrances, or claims of easements, liens or encumbrances which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; Indian treaty or aboriginal rights including, but not limited to, easements or equitable servitudes.
7. 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.
8. Any service, installation, connection, maintenance, or construction charges for sewer, water, electricity, or garbage

Exceptions 2-8 will be omitted on extended coverage loan policy

9. General taxes for the year 2014 are accruing as a lien but not yet due and payable. 2013 taxes were paid in the amount of \$2,184.22. Serial No. 22-144-0027. (Parcel 1)
10. General taxes for the year 2014 are accruing as a lien but not yet due and payable. 2013 taxes were paid in the amount of \$5.49. Serial No. 22-144-0031. (Parcel 2)
11. Said property is located within the boundaries of Weber Basin Water Conservancy District, Weber County Fire Protection Service Area No. 4, Weber County Service Area No. 5, Ogden Valley Natural Gas Improvement District, Liberty Park and the Weber Area Dispatch 911 and Emergency Services District, and is subject to the charges and assessments levied thereunder.

12. Subject to easements, building setback lines, restriction, dedications or offer for dedications if any, conditions of approval if any, and notes if any, all as set forth on the recorded plat.
13. All non-exclusive and exclusive easements and rights of ways which affect the Common Area, and which are appurtenant to the subject property, as shown in the Official Records.
14. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.
15. Subject to any continuing liens or assessments levied by the Homeowners Association.
16. Resolution No. 27-2012 confirming the tax to be levied for municipal services provided to the unincorporated area of Weber County and describing the services to be provided therein, recorded December 13, 2012 as Entry No. 2610456, records of Weber County, Utah.
17. Weber County Subdivision Improvement Agreement recorded September 1, 1998 as Entry No. 1570955 in Book 1953, Page 928, records of Weber County, Utah.
18. Weber County Subdivision Improvement Agreement - Guarantee of Improvements recorded June 17, 1999 as Entry No. 1643970 in Book 2018, Page 1053, records of Weber County, Utah.
19. Protective Covenants recorded September 1, 1998 as Entry No. 1570954, in Book 1953, at Page 891, records of Weber County, Utah.

Amended Protective Covenants, recorded April 14, 2000 as Entry No. 1700302, in Book 2067, at Page 957, records of Weber County, Utah.

Amended Protective Covenants, recorded October 1, 2002 as Entry No. 1878963, in Book 2269, at Page 2546, records of Weber County, Utah.

Amended Protective Covenants, recorded June 11, 2004 as Entry No. 2036774, records of Weber County, Utah.

Amended Protective Covenants, recorded October 2, 2008 as Entry No. 2368260, records of Weber County, Utah.

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

20. A Notice of Continuing Lien recorded June 11, 2004 as Entry No. 2036773 records of Weber County, Utah. Said Lien was filed by The Bailey Acres Owners Association.
21. A Deed of Trust dated December 24, 2012, executed by Kenwood Johnson and Charlotte Johnson, husband and wife, as Trustor, in the amount of \$276,000.00, in favor of Scott Lundberg, as Trustee and U.S. Bank N.A. as Lender and "MERS" Mortgage Electronic Registration Systems, Inc. as Beneficiary, recorded January 29, 2013 as Entry No. 2617835, records of Weber County, Utah.

Affidavit of Scrivener's Error recorded September 25, 2013 as Entry No. 2657161, records of Weber County, Utah.

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

Kenwood Johnson and Charlotte Johnson
Brigham Burton and Ashley Burton

Title inquiries should be directed to Jessica Morehouse at (801)479-4699.

NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

ORT Privacy Policy 12.02.2008
OLD REPUBLIC NATIONAL TITLE INSURANCE AGENCY
PRIVACY POLICY NOTICE
PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Old Republic National Title Insurance Company.

We may collect nonpublic information about you from the following sources:

Information we received from you such as on applications or other forms.
Information about your transactions we secure from our files, or from others.
Information we receive from a consumer reporting agency.
Information that we receive from others involved in your transaction, such as the real estate agent or lender.

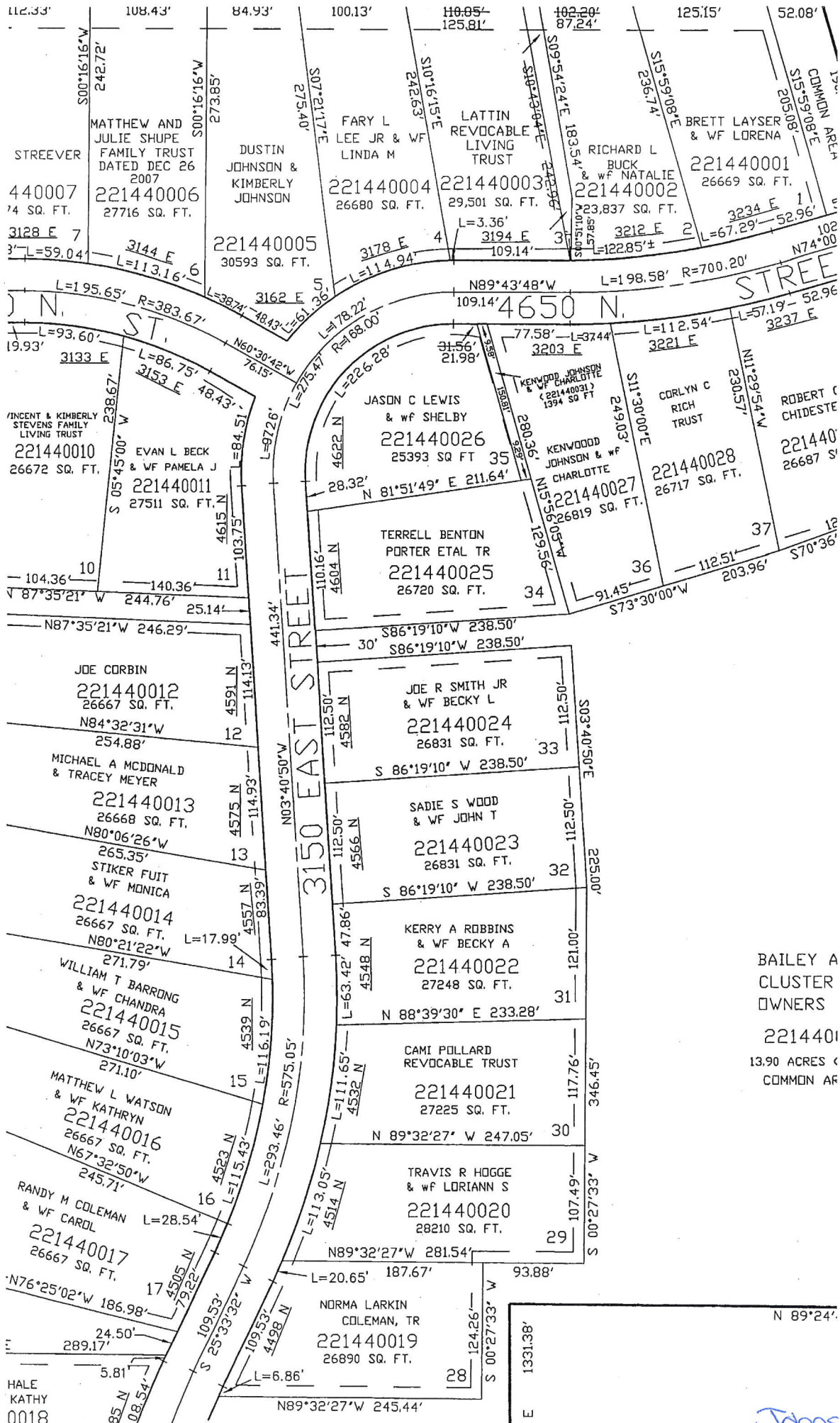
Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint market agreements:

Financial services providers such as companies engaged in banking, consumer finance, securities and insurance.
Non-financial companies such as envelope stuffers and other fulfillment service providers.

We do not disclose any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.

We restrict access to nonpublic information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



BAILEY A
CLUSTER
OWNERS
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13.90 ACRES (COMMON AF

Johnson's
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