

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
COMMONWEALTH LAND 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 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, Commonwealth Land Title Insurance Company, a Florida 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 180 Days after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

 <p>METRO NATIONAL TITLE</p> <p>By:  Authorized Signatory</p>	<p>COMMONWEALTH LAND TITLE INSURANCE COMPANY</p> <p>By:  ATTEST President</p> <p> Secretary</p>
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Transaction Identification Data for reference only:

Issuing Agent: **Metro National Title**

Issuing Office: **345 East Broadway, Salt Lake City, UT 84111**

Loan ID Number:

Commitment Number:

Issuing Office File Number: **101479**

Property Address: **8940 East Eagle Way Street, Huntsville, UT 84317**

Revision Number:

SCHEDULE A

1. Commitment Date: **November 15, 2018 at 7:45 AM**
2. Policy to be issued:
 - (a) 2006 ALTA Owner's Policy
Proposed Insured: **Title Report for County - Split Off 5.25 Acres**
Proposed Policy Amount:
Owner's Policy: **\$0.00**
 - (b) 2006 ALTA Loan Policy (Extended)
Proposed Insured:
Proposed Policy Amount:
Lender's Policy: **\$0.00**
Endorsements:
Endorsement Premium(s): **\$0.00**
 - (c) 2006 ALTA Leasehold Policy
Proposed Insured:
3. The estate or interest in the Land described or referred to in this Commitment is **FEE SIMPLE**
4. Title to the estate or interest in the Land is at the Commitment Date vested in:

John T. Rhees and J. Scott Rhees, Trustees, or their successors in trust, under the John T. Rhees Living Trust, dated August 24, 2006
5. The land referred to in this Commitment is in the State of Utah, County of Weber and is described as follows:

See attached Exhibit "A"

Exhibit “A”

Lot 1, RIVER RANCH, according to the official plat thereof on file and of record in the office of the Weber County Recorder.

Together with a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration of Covenants, Conditions, and Restrictions, which include, without limitation, an easement for vehicular ingress and egress over and across said Common Areas to and from said Lot to a physically open and legally dedicated public street.

**SCHEDULE B, PART I
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 amount for the estate or interest to be insured.
 3. Pay 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. Payment of any accrued owners association dues which may have been assessed, shown on Schedule B, Part 2.**
- 6. Record Deed of Reconveyance(s) clearing the Trust Deed(s) shown on Schedule B, Part 2.**
- 7. Account Closing Letter, clearing the Trust Deed(s) shown on Schedule B, Part 2.**
- 8. Delivery to the Company of a copy of the Declaration of Trust, identified as John T. Rhees Living Trust wherein John T. Rhees and J. Scott Rhees is/are named as Trustee(s). The Title Commitment will be subject to such further requirements as appear necessary after such delivery.**
- 9. The legal description for the Land referenced in this commitment is not sufficient to insure the transaction contemplated herein. In order to be certain the Land will be correctly described on all documents to be recorded for this transaction, as well as on the Policy to be issued, the Company requires for its review a satisfactory, surveyed description of the Land as intended by the appropriate parties. At that time, the Company may make additional requirements.**

NOTE: The only conveyance(s) affecting said land recorded within 24 months of the date of this commitment is (are) as follows: NONE

[Vesting Deed Image](#)

NOTE: The following names have been checked for Judgments, Federal Tax Liens and Bankruptcies and none appear of record that attach to the herein described property, except as shown herein.

John T. Rhees and J. Scott Rhees, Trustees, or their successors in trust, under the John T. Rhees Living Trust, dated August 24, 2006

SCHEDULE B, PART II
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. (a) Taxes or assessments that 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; (b) proceedings by a Public agency that 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 that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, that 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. 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.

The printed Exceptions 1 through 7 will be deleted for the ALTA Extended Loan Policy

8. Lien of Taxes, now accruing as a lien, but not yet due and payable

Year: 2024

Tax ID No.: [21-097-0008](#)

Prior year: 2023 Paid

Amount: \$16,988.79

9. The land described herein is located within the boundaries of the Weber Basin Water Conservancy District, Weber Area Dispatch 911, Emergency Services District, Weber Fire District and Ogden Valley Parks and Service Area and is subject to any assessments levied thereby.

10. Water rights, claims or title to water, whether or not shown by the public records.

11. The right of the Weber County Assessor to reassess the Tax Assessment on said property in accordance with Secs. 59-2-501 to 515 as disclosed by that certain Annual Application for Assessment and Taxation of Agricultural Land 1969 Farmland Assessment Act:

Dated: June 28, 2008

Recorded: October 6, 2008

Entry No.: [2368613](#)

12. Easement(s), Setbacks, notes and restrictions, as shown on the subdivision plat:

Recorded: August 5, 2003

Entry No.: [1963391](#)

Book / Page: 58 / 33

13. All non-exclusive and exclusive easements and rights of way which affect the Common Area, and which are appurtenant to the subject property, filed of record in the Weber County Recorder's Office.

14. Covenants, conditions, restrictions and reservation of easements in the declaration of restrictions but not limited to any recitals creating easements or party walls, omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: August 5, 2003

Entry No.: [1963392](#)

Book/Page: 2418 / 1350

Amended Declaration of Covenants, Conditions and Restrictions:

Recorded: April 20, 2007

Entry No.: [2257788](#)

Contains provision for continuing assessment liens, compliance should be checked by contacting the owners association.

15. Onsite Wastewater Disposal Systems Deed Covenant and Restriction, and the terms and conditions thereof.

Recorded: August 5, 2003

Entry No.: [1963393](#)

16. Private Wells Deed Covenant and Restriction, and the terms and conditions thereof.

Recorded: August 5, 2003

Entry No.: [1963394](#)

Book / Page: 2418 / 1366

17. Weber County Subdivision Improvement Agreement, including the terms and conditions thereof:

Between: John Rhees
And: Weber County Corp.
Dated: May 27, 2003
Recorded: August 5, 2003
Entry No.: [1963395](#)
Book/Page: 2418 / 1367

18. A Resolution Establishing the Ogden Valley Transmitter/Recreation Special Service District as disclosed by that certain Affidavit, including the terms and conditions thereof:

Dated: March 09, 2015
Recorded: March 09, 2015
Entry No.: [2725109](#)

19. Underground Right of Way Easement, and the terms and conditions thereof:

Grantor: John T. Rhees Living Trust
Grantee: Rocky Mountain Power, an unincorporated division of PacifiCorp
Recorded: September 6, 2017
Entry No.: [2877204](#)

20. A Deed of Trust, and the terms and conditions thereof:

Stated Amount: \$700,000.00
Trustor: John T. Rhees
Trustee: Wells Fargo Bank Northwest, N.A.
Beneficiary: Wells Fargo Bank, N.A.
Dated: 05/11/2006
Recorded: 05/17/2006
Entry No.: [2180457](#).

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; and
- (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.
- (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>>.



Fidelity National Title Insurance Company

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumers or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for the products or services that we believe you may find of interest.

In addition we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request corrections, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Chicago Title Insurance Company
601 Riverside Avenue, 12th Floor
Jacksonville, FL 32204

Multiple Products or Service

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

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



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, 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.

Types of Information

Depending on 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, but telephone or any other means;
- Information about your transaction with us, our affiliated companies, or other; and
- Information we receive 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 non affiliated party. Therefore, we will not release your information to non affiliated 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 purposes, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic information listed above to one or more of our affiliated companies. Such affiliated companies include financial service 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 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, 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 this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

River Ranch

A part of the Southwest 1/4 of Section 16 and a part of the North one-half of Section 21, T6N, R2E, SLB&M, U.S. Survey Huntsville District, Weber County, Utah

NARRATIVE

This Plat and survey was requested by Mr. John Rhee in order to subdivide Nine (9) residential lots.

The original survey was done in 1984 for BKM Agricultural Development.

A line bearing S 89°25'32" E between Southwest corner and South 1/4 was used as the basis of bearing. The BKM Survey 1984 was honored and the basis of bearing has been rotated 0.2875 clockwise to match the survey honored.

Corners were monumented as depicted on this plat.

SURVEYOR'S CERTIFICATE

I, Mark E. Bobbitt, a Registered Professional Land Surveyor in the State of Utah, do hereby certify that this plat of River Ranch in Huntsville District, Weber County, Utah has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said subdivision, based on data compiled from records in the Weber County Recorder's Office, and of a survey made on the ground. I also certify that all the lots within River Ranch meet the frontage and area requirements of the Weber County Zoning Ordinance. Signed this 15th day of August, 2003.



OWNER'S DEDICATION

I the undersigned owner of the herein described tract of land, do hereby set apart and subdivide the same into lots and streets (Private Streets, Private Rights of Way) as shown hereon and name said tract River Ranch, and do hereby dedicate to public use all those parts or portions of said tract of land designated as streets, the same to be used as public thoroughfare and also dedicate and reserve unto themselves, their heirs, their grantees and assigns, a right of way to be used in common with all others within said subdivision (and those adjoining subdivisions that may be subdivided by the undersigned owners, their successors, or assigns) on, over and across all those portions or parts of said tract of land designated on said plat as Private Streets (Private Rights-of-Way) as access to the individual lots, to be maintained by a Lot (Unit) Owners Association whose membership consists of said owners, their grantees, successors, or assigns and also grant and convey to the subdivision Lot (Unit) Owners Association, all those parts or portions of said tract of land designated as Common Areas that are to be used for recreational and open space purposes for the benefit of each Lot (Unit) Owners Association member in common with all others in the subdivision and grant and dedicate to Weber County a perpetual Open Space Right and Easement on and over the Common Areas to guarantee to Weber County that the Common Areas forever open and undeveloped except for approved recreational, parking and open space purposes and also grant and dedicate a perpetual right and easement over, upon and under the lands designated hereon as public utility, storm water detention ponds, drainage easements and canal maintenance easements, the same to be used for the installation, maintenance and operation of public utility service lines, storm drainage facilities, irrigation canals or for the perpetual preservation of water drainage channels in their natural state whichever is applicable as may be authorized by the governing authority, with no buildings or structures being erected within such easements. Signed this 15th day of August, 2003.

WEBER COUNTY COMMISSION ACCEPTANCE

This is to certify that this subdivision plat, the dedication of streets and other public ways and financial guarantees of public improvements associated with this subdivision, thereon are hereby approved and accepted by the Commissioners of Weber County, Utah this 15th day of August, 2003.

Kenneth A. Buehler
Chair, Weber County Commission

Adrian Assistant
The
Juliana Blackford
Aldert

ACKNOWLEDGMENT

State of Utah } ss
County of _____ }
On the 15th day of August, 2003, personally appeared before me, the undersigned Notary Public, the signer of the above Owner's Dedication, one (1) in number, who duly acknowledged to me he signed it freely and voluntarily and for the purposes therein mentioned.

Residing at: Weber County *Shari Silbke*
A Notary Public commissioned in Utah
Commission Expires: June 19, 2006 *Shari Silbke*
Notary Name



WEBER COUNTY SURVEYOR

I hereby certify that the Weber County Surveyor's Office has reviewed this plat for mathematical correctness, section corner data, and for harmony with lines and monuments on record in the County offices. The approval of this plat by the Weber County Surveyor does not relieve the Licensed Land Surveyor who executed this plat from the responsibility of errors or liabilities associated therewith.

Signed this 15th day of August, 2003.



WEBER-MORGAN HEALTH DEPARTMENT

I hereby certify that the soils, percolation rates, and site conditions for this subdivision have been investigated by this office and are approved for on-site wastewater disposal systems. Signed this 31st day of July, 2003.

Maureen Madala
Director, Weber-Morgan Health Department

WEBER COUNTY ATTORNEY

I have examined the financial guarantee and other documents associated with this subdivision plat and in my opinion they conform with the County Ordinance applicable thereto and now in force and effect. Signed this 21st day of July, 2003.

Monika Huntzick
Signature

WEBER COUNTY ENGINEER

I hereby certify that the required public improvement standards and drawings for this subdivision conform with County standards and the amount of the financial guarantee is sufficient for the installation of these improvements. Signed this 21st day of July, 2003.

Scott D. Hunter
Signature

BOUNDARY DESCRIPTION

A part of the Southwest Quarter of Section 16, and part of the North one-half of Section 21, Township 6 North, Range 2 East, Salt Lake Base and Meridian, U.S. Survey; Beginning at a point on the Southerly boundary line extended of Mountain Valley Meadows Subdivision, Huntsville District, Weber County, Utah, which is 613.17 feet North 0°23'33" West along the Section line and 150.16 feet North 79°46'00" East from the Southwest corner of said Section 16; running thence North 65°56'00" East 540.00 feet and South 88°44'00" East 89.30 feet along said extension and southerly boundary line; thence South 3°03'00" East 2.60 feet; thence North 82°53'54" East 802.87 feet to the projection of an existing fence line; thence South 0°13'40" East 4.94 feet along said fence projection to the center of the North Branch of the South Fork of Ogden River; thence along said river the following three (3) courses; Southwesterly along the arc of a 70.60 foot radius curve to the right a distance of 53.51 feet (Central Angle equals 42°25'38" and Long Chord bears South 61°10'26" East 52.24 feet) to a point of tangency; South 39°27'40" East 294.10 feet and South 58°54'45" East 254.54 feet; thence South 0°19'00" West 547.79 feet; said point being 2657.28 feet North 89°42'47" East along the Section line from said Southwest corner of Section 16; thence South 89°42'47" East 712.61 feet along the Section line and fence to an existing fence corner; thence South 0°10'33" West 393.67 feet along existing boundary line fence; thence South 68°16'12" West 93.40 feet; thence North 70°00'00" West 85.00 feet; thence North 47°30'00" West 145.00 feet; thence South 70°10'34" West 261.83 feet; thence South 25°40'00" West 255.92 feet; thence South 42°46'28" West 608.06 feet; thence North 84°04'09" West 247.07 feet; thence South 51°48'57" West 282.25 feet; thence South 51°06'43" West 223.34 feet to the Southeast corner of Lot 2, Rhee Subdivision Huntsville District, Weber County, Utah; North 1°11'12" West 563.99 feet and South 82°14'24" West 573.89 feet along the Easterly and Northerly Boundary line of said Rhee Subdivision; thence North 32°05'14" West 320.15 feet; thence South 57°54'46" West 530.73 feet; thence North 31°10" East 257.60 feet to an existing fence line; thence (3) three courses along said existing fence line as follows: North 84°18'00" East 25.37 feet; North 51°12'34" East 356.47 feet and North 89°00'00" East 365.40 feet; thence North 8°00'00" West 312.66 feet to the Section line; thence North 89°42'47" East 1.01 feet along said Section line; thence North 8°00'00" West 370.80 feet to an existing fence intersection; thence South 89°18'00" West 572.30 feet along said existing fence; thence North 1°00'00" West 19.37 feet; thence North 82°30'00" West 46.87 feet; thence South 7°30'00" West 30.00 feet; thence North 82°30'00" West 30.00 feet; thence North 7°30'00" East 60.00 feet; thence North 82°30'00" East 60.00 feet; thence North 1°15'03" East 281.65 feet to the point of beginning.

Contains 92.447 acres

NOTE: This plat is given for reference purposes only and does not constitute a survey. This plat is provided for the sole purpose of locating the property and may not be used or relied upon as an accurate depiction of the property.

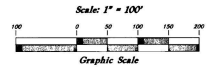


Sheet 1 of 2
WEBER COUNTY RECORDER
ENTRY No. 166-3391
FILED 166-3391 FILED FOR RECORD AND RECORDED 05-AUG-2003
318 P.M. IN ROOM 330 OF OFFICIAL RECORDS, PAGE 33-24, RECORDED FOR JOHN T. RHEES
DING CROFTS
WEBER COUNTY RECORDER
BY: *Karla B. Little*
DEPUTY

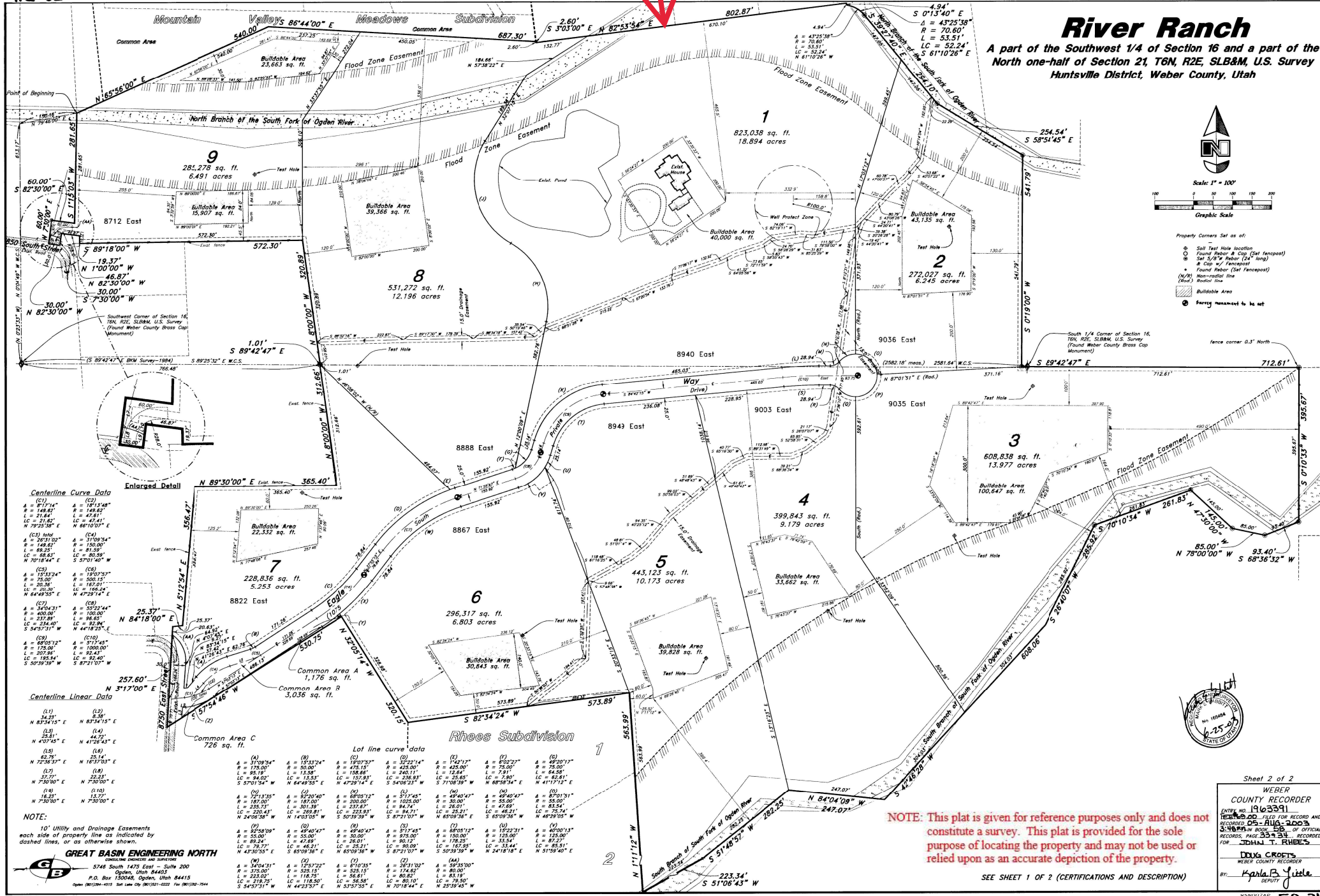
SEE SHEET 2 OF 2 (SUBDIVISION PLAT)

River Ranch

A part of the Southwest 1/4 of Section 16 and a part of the North one-half of Section 21, T6N, R2E, SLB&M, U.S. Survey Huntsville District, Weber County, Utah



- Property Corners Set as follows:
- Soil Test Hole location
 - Found Rebar & Cap (Set Fencepost)
 - Set 5/8" Rebar (24" long)
 - Cap w/ Fencepost
 - Found Rebar (Set Fencepost)
 - (N/R) Non-radial line
 - (Rad) Radial line
 - ▨ Buildable Area
 - ⊙ Survey monument to be set



Centerline Curve Data

Enlarged Detail

(C1)	A = 181.148'	R = 148.87'	L = 30.25'	LC = 21.82'	LC = 47.41'	LC = 21.82'	LC = 47.41'
(C2)	A = 181.148'	R = 148.87'	L = 30.25'	LC = 21.82'	LC = 47.41'	LC = 21.82'	LC = 47.41'
(C3)	A = 310.934'	R = 148.87'	L = 89.25'	LC = 21.82'	LC = 47.41'	LC = 21.82'	LC = 47.41'
(C4)	A = 310.934'	R = 148.87'	L = 89.25'	LC = 21.82'	LC = 47.41'	LC = 21.82'	LC = 47.41'
(C5)	A = 192.927'	R = 500.15'	L = 62.61'	LC = 166.24'	LC = 47.41'	LC = 166.24'	LC = 47.41'
(C6)	A = 192.927'	R = 500.15'	L = 62.61'	LC = 166.24'	LC = 47.41'	LC = 166.24'	LC = 47.41'
(C7)	A = 340.431'	R = 100.00'	L = 337.89'	LC = 32.54'	LC = 32.54'	LC = 32.54'	LC = 32.54'
(C8)	A = 340.431'	R = 100.00'	L = 337.89'	LC = 32.54'	LC = 32.54'	LC = 32.54'	LC = 32.54'
(C9)	A = 517.45'	R = 100.00'	L = 207.94'	LC = 32.54'	LC = 32.54'	LC = 32.54'	LC = 32.54'
(C10)	A = 517.45'	R = 100.00'	L = 207.94'	LC = 32.54'	LC = 32.54'	LC = 32.54'	LC = 32.54'
(C11)	A = 880.512'	R = 100.00'	L = 185.94'	LC = 32.54'	LC = 32.54'	LC = 32.54'	LC = 32.54'
(C12)	A = 880.512'	R = 100.00'	L = 185.94'	LC = 32.54'	LC = 32.54'	LC = 32.54'	LC = 32.54'

Centerline Linear Data

(L1)	34.33'	(L2)	8.38'
(L3)	N 83°34'15" E	(L4)	N 83°34'15" E
(L5)	25.81'	(L6)	44.22'
(L7)	N 40°14'5" E	(L8)	N 41°26'45" E
(L9)	25.14'	(L10)	62.79'
(L11)	N 72°36'37" E	(L12)	N 16°30'03" E
(L13)	32.77'	(L14)	22.23'
(L15)	N 73°30'0" E	(L16)	N 73°30'0" E
(L17)	16.23'	(L18)	13.77'
(L19)	N 73°30'0" E	(L20)	N 73°30'0" E

Lot line curve data

(A)	A = 310.934'	(B)	A = 192.927'	(C)	A = 340.431'	(D)	A = 517.45'	(E)	A = 880.512'	(F)	A = 174.211'	(G)	A = 602.222'	(H)	A = 49.20112'
(A)	R = 148.87'	(B)	R = 500.15'	(C)	R = 100.00'	(D)	R = 100.00'	(E)	R = 100.00'	(F)	R = 425.00'	(G)	R = 76.00'	(H)	R = 76.00'
(A)	L = 30.25'	(B)	L = 62.61'	(C)	L = 337.89'	(D)	L = 207.94'	(E)	L = 185.94'	(F)	L = 12.64'	(G)	L = 7.91'	(H)	L = 64.28'
(A)	LC = 21.82'	(B)	LC = 47.41'	(C)	LC = 32.54'	(D)	LC = 32.54'	(E)	LC = 32.54'	(F)	LC = 236.65'	(G)	LC = 7.91'	(H)	LC = 82.61'
(A)	S 57°01'40" W	(B)	S 57°01'40" W	(C)	S 44°18'25" W	(D)	S 87°21'02" W	(E)	S 87°21'02" W	(F)	S 40°26'32" W	(G)	S 40°26'32" W	(H)	S 41°17'12" E
(A)	A = 522.040'	(B)	A = 680.512'	(C)	A = 517.45'	(D)	A = 49.40427'	(E)	A = 49.40427'	(F)	A = 49.40427'	(G)	A = 87.01751'	(H)	A = 49.20112'
(A)	R = 167.50'	(B)	R = 300.00'	(C)	R = 100.00'	(D)	R = 35.00'	(E)	R = 35.00'	(F)	R = 35.00'	(G)	R = 35.00'	(H)	R = 35.00'
(A)	L = 225.23'	(B)	L = 301.39'	(C)	L = 237.81'	(D)	L = 237.81'	(E)	L = 47.89'	(F)	L = 26.01'	(G)	L = 83.24'	(H)	L = 83.24'
(A)	LC = 208.81'	(B)	LC = 223.81'	(C)	LC = 32.54'	(D)	LC = 32.54'	(E)	LC = 32.54'	(F)	LC = 32.54'	(G)	LC = 32.54'	(H)	LC = 32.54'
(A)	N 24°08'58" W	(B)	N 14°03'05" W	(C)	N 87°21'02" W	(D)	N 87°21'02" W	(E)	N 65°09'36" E	(F)	N 65°09'36" E	(G)	N 46°26'08" W	(H)	N 46°26'08" W
(A)	A = 824.509'	(B)	A = 494.247'	(C)	A = 49.40427'	(D)	A = 517.45'	(E)	A = 680.512'	(F)	A = 192.927'	(G)	A = 407.00131'	(H)	A = 407.00131'
(A)	R = 35.00'	(B)	R = 30.00'	(C)	R = 30.00'	(D)	R = 35.00'	(E)	R = 35.00'	(F)	R = 150.00'	(G)	R = 125.00'	(H)	R = 125.00'
(A)	L = 118.24'	(B)	L = 118.24'	(C)	L = 118.24'	(D)	L = 90.12'	(E)	L = 175.25'	(F)	L = 90.12'	(G)	L = 33.44'	(H)	L = 33.44'
(A)	LC = 79.77'	(B)	LC = 48.21'	(C)	LC = 25.21'	(D)	LC = 32.54'	(E)	LC = 32.54'	(F)	LC = 167.93'	(G)	LC = 33.44'	(H)	LC = 85.51'
(A)	N 43°05'54" E	(B)	S 85°05'54" E	(C)	N 87°05'54" E	(D)	N 87°05'54" E	(E)	S 50°59'59" W	(F)	S 50°59'59" W	(G)	N 24°10'18" E	(H)	N 51°59'40" E
(A)	A = 340.431'	(B)	A = 129.222'	(C)	A = 610.355'	(D)	A = 263.102'	(E)	A = 59.35500'	(F)	A = 59.35500'	(G)	A = 263.102'	(H)	A = 80.000'
(A)	R = 100.00'	(B)	R = 100.00'	(C)	R = 100.00'	(D)	R = 100.00'	(E)	R = 100.00'	(F)	R = 100.00'	(G)	R = 100.00'	(H)	R = 100.00'
(A)	L = 223.02'	(B)	L = 118.25'	(C)	L = 56.81'	(D)	L = 80.82'	(E)	L = 83.19'	(F)	L = 83.19'	(G)	L = 83.19'	(H)	L = 83.19'
(A)	LC = 318.29'	(B)	LC = 118.50'	(C)	LC = 36.58'	(D)	LC = 80.61'	(E)	LC = 79.50'	(F)	LC = 80.61'	(G)	LC = 80.61'	(H)	LC = 80.61'
(A)	S 54°57'51" W	(B)	N 44°23'52" E	(C)	N 53°57'55" E	(D)	N 70°18'44" E	(E)	N 25°39'45" W	(F)	N 25°39'45" W	(G)	N 25°39'45" W	(H)	N 25°39'45" W

NOTE: This plat is given for reference purposes only and does not constitute a survey. This plat is provided for the sole purpose of locating the property and may not be used or relied upon as an accurate depiction of the property.



Sheet 2 of 2
 WEBER COUNTY RECORDER
 ENTRY NO. 196391
 FILED FOR RECORD AND RECORDED 05-AUG-2003
 3:48 PM BOOK 55 OF OFFICIAL RECORDS PAGE 33434
 FOR JOHN T. RHEES
 DANA CROFTS
 WEBER COUNTY RECORDER
 BY: Kara B. Jule
 DEPUTY

SEE SHEET 1 OF 2 (CERTIFICATIONS AND DESCRIPTION)