



MOUNTAIN VIEW TITLE & ESCROW, INC.
LICENSED TITLE INSURANCE AGENCY

First American Title Insurance Company

Case No: 128111

COMMITMENT

SCHEDULE A

1. Effective Date: June 11, 2014 at 7:00 A.M.

2. Policy or Policies to be issued:

(a) ALTA Owner's Policy -- 6/17/06 Amount - 0 -

Proposed Insured: NONE

(b) ALTA Loan Policy -- 6/17/06 Amount - 0 -

Proposed Insured: NONE

3. Title to the Fee Simple estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in:

Clinton H. Bybee and Jadan K. Bybee, husband and wife, as joint tenants, with full rights of survivorship

4. The land referred to in the Commitment is located in Weber County, State of Utah and is described as follows:

SEE ATTACHED EXHIBIT "A"

Property Address:

1280 South 2900 West, Ogden, Utah 84401

Mountain View Title & Escrow, Inc.

Escrow Officer: Mike Hendry

By: 
Authorized Officer or Agent

Countersigned at Ogden, Utah

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule A consists of 2 page(s)

EXHIBIT "A"

PART OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE EASTERLY LINE OF 2900 WEST STREET, SAID POINT BEING LOCATED SOUTH 89D09'34" EAST ALONG THE SECTION LINE 1744.54 FEET AND NORTH 501.37 FEET AND NORTH 29D16'16" EAST 150.00 FEET FROM THE CENTER OF SECTION 22, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, SAID SECTION CORNER BEING LOCATED SOUTH 89D09'34" EAST 2641.37 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION AND RUNNING THENCE SOUTH 86D57'14" EAST 291.14 FEET, THENCE SOUTH 03D02'46" WEST 134.64 FEET, THENCE NORTH 86D28'59" WEST 359.31 FEET, MORE OR LESS, TO THE SOUTH LINE OF 2900 WEST STREET, THENCE NORTH 29D16'16" EAST ALONG SAID EASTERLY LINE OF 2900 WEST STREET 150.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.



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SCHEDULE B - Section I

Requirements

The following are the requirements to be complied with:

- Item a) Payment to or for the account of the grantors or mortgagors or the full consideration for the estate or interest to be insured.
- Item b) Proper instrument(s) creating the estate or interest to be insured executed and duly filed for record, to-wit:

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule B1 consists of 1 page(s)



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SCHEDULE B - Section II

Exceptions

II. Schedule B of the policy or policies to be issued will contain exceptions to the following unless the same are disposed of 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 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 which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which 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.

EXCEPTIONS 1 THROUGH 6 WILL NOT APPEAR IN THE MORTGAGE POLICY TO BE ISSUED HEREUNDER.

7. Taxes for the year 2013 have been paid in the amount of \$704.73. Taxes for the year 2014 are accruing as a lien but not yet due or payable.
SERIAL NUMBER: 15-060-0040

Lien arising as of 12 o'clock noon of January 1 for any unpaid personal property taxes which may be listed against the property described herein

8. Said property is included within the following boundaries and is subject to any charges and assessments levied by them as a result of services provided.

GENERAL FUND, G O BOND FUND, LIBRARY, WEBER SCHOOL DISTRICT, STATEWIDE SCHOOL BASIC LEVY, MOSQUITO ABATEMENT DISTRICT, WEBER BASIN WATER – GENERAL, WEBER / MORGAN HEALTH, TAYLOR / W WEBER CUL WATER DISTRICT, JUDGMENT LEVY - W.C., PARAMEDIC FUND, WEBER FIRE DISTRICT, STATE ASSESS & COLLECT / MULTI CO, ASSESS & COLLECT / COUNTY, UNINCORP WEBER COUNTY, WEBER SCHOOL DIST JUDGMENT LEVY, WEBER AREA DISPATCH 911 AND EM. SERV. DIST.- (S-S), WEBER FIRE G.O. BOND - 2006 SERIES

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Schedule B2 consists of 4 page(s)



COMMITMENT

SCHEDULE B - Section II

Exceptions

9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed

10. JUDGMENT OF CONDEMNATION
Dated: December 5, 1917
Plaintiff: UTAH POWER AND LIGHT COMPANY, A CORPORATION
Defendant: PETER F. MCFARLAND, ESTER C. MCFARLAND AND OGDEN SAVINGS BANK, A CORPORATION
Recorded: January 23, 1918
Book: M Page: 423
EASEMENT 25 FEET WIDE OVER PORTION OF EAST HALF OF PROPERTY

11. EASEMENT AND CONDITIONS CONTAINED THEREIN:
Grantee: THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, A COLORADO CORPORATION.
Location: EASEMENT OVER A PORTION OF THE SOUTHERLY 9 FEET OF SUBJECT PROPERTY.
Dated: January 23, 1956
Recorded: January 25, 1956
Entry Number: 250111
Book: 503 Page: 500

12. EASEMENT
Grantor: LOREN EDDY
Grantee: PACIFICORP, AN OREGON CORPORATION AND F.T.V. ITS SUCCESSORS AND ASSIGNS
Purpose: FOR THE CONSTRUCTION, RECONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, ENLARGEMENT, AND REMOVAL OF COMMUNICATION LINES, AND FIBER OPTICS, AND ALL NECESSARY OR DESIRABLE ACCESSORIES AND APPURTENANCES THERETO, INCLUDING WITHOUT LIMITATION: SUPPORTING TOWERS, POLES, PROPS, GUYS, AND ANCHORS, INCLUDING GUYS AND ANCHORS OUTSIDE OF THE RIGHT OF WAY; WIRES FIBERS, CABLES AND OTHER CONDUCTORS, ALONG THE GENERAL COURSE NOW LOCATED BY GRANTEE
Location: BEGINNING ON THE SOUTH BOUNDARY LINE OF THE GRANTOR'S LAND AT A POINT 200 FEET WEST AND 473 FEET NORTH, MORE OR LESS, FROM THE EAST ONE QUARTER CORNER OF SECTION 22, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, THENCE NORTH 7 DEG 57 MIN EAST 363 FEET, MORE OR LESS, ON SAID LAND AND BEING IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22.
Dated: July 11, 1998
Recorded: July 27, 1998
Entry Number: 1562045
Book: 1943 Page: 2318

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule B2 consists of 4 page(s)



COMMITMENT

SCHEDULE B - Section II

Exceptions

13. BOUNDARY LINE AGREEMENT

Dated: November 12, 2002

By and Between: LOREN K. EDDY , RUTH M. LINDLEY, DALE R. LINDLEY AND GLORIA LINDLEY

Recorded: November 12, 2002

Entry Number: 1888796

Book: 2284 Page: 2297

14. Any matters disclosed by an accurate survey of said property.

15. TRUST DEED

Dated: March 17, 2010

Amount: \$91,315.00

Trustor: CLINT H. BYBEE, AN UNMARRIED MAN, AND JADAN MATHIS, AN UNMARRIED WOMAN

Beneficiary: MERSA AS NOMINEE FOR STEARNS LENDING, INC.

Trustee: MOUNTAIN VIEW TITLE

Recorded: March 19, 2010

Entry Number: 2463619

REQUEST FOR NOTICE

Dated: May 2, 2014

Requested By: GOLDENWEST FEDERAL CREDIT UNION

Recorded: May 2, 2014

Entry Number: 2684903

16. TRUST DEED

Dated: April 28, 2014

Amount: \$22,146.00

Trustor: CLINTON H. BYBEE AND JADAN K. BYBEE

Beneficiary: GOLDENWEST FEDERAL CREDIT UNION

Trustee: GOLDENWEST FEDERAL CREDIT UNION

Recorded: May 2, 2014

Entry Number: 2684902

17. JUDGMENTS WERE CHECKED AGAINST THE FOLLOWING NAMES:

CLINTON H. BYBEE

JADAN K. BYBEE

18. A 24 MONTH VESTING CHAIN OF TITLE HAS BEEN DONE AND THE FOLLOWING ITEMS WERE FOUND TO BE OF RECORD.

WARRANTY DEED DATED APRIL 28, 2014 BY AND BETWEEN CLINTON H. BYBEE AND JADAN K.

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Schedule B2 consists of 4 page(s)



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SCHEDULE B - Section II

Exceptions

BYBEE FKA JADAN K. MATHIS TO CLINTON H. BYBEE AND JADAN K. BYBEE, RECORDED AS ENTRY NUMBER: 2684901.

19. NOTICE TO APPLICANT: THE LAND HEREIN MAY BE SERVICED BY CITIES, IMPROVEMENT DISTRICTS, OR UTILITY COMPANIES THAT PROVIDED MUNICIPAL TYPE SERVICES FOR WATER, SEWER, ELECTRICITY OR OTHER SERVICES THAT DO NOT RESULT IN A LIEN, BUT FOR WHICH SERVICES MAY BE TERMINATED IN THE EVENT OF NON-PAYMENT OF SERVICE CHARGES TO DATE OR TRANSFER FEES. ALTHOUGH THE COMPANY ASSUMES NO LIABILITY THEREFORE, YOU ARE URGED TO MAKE INVESTIGATION INTO SUCH MATTERS.
20. NOTE: ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION. YOU MAY REVIEW A COPY OF THE ARBITRATION RULES AT <http://www.alt.org>. 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.

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule B2 consists of 4 page(s)

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

First American Title Insurance Company, a CA corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

By *Carl B. Johnson* President

Attest *Marilyn Kelly* Secretary

By: *[Signature]*
Authorized Signatory

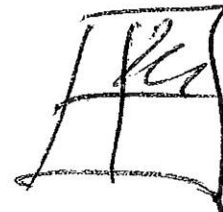


N.E. 1/4
SECTION 22, T.6N., R.2W., S.L.B. & M.

TAXING UNITS: 16,58,207

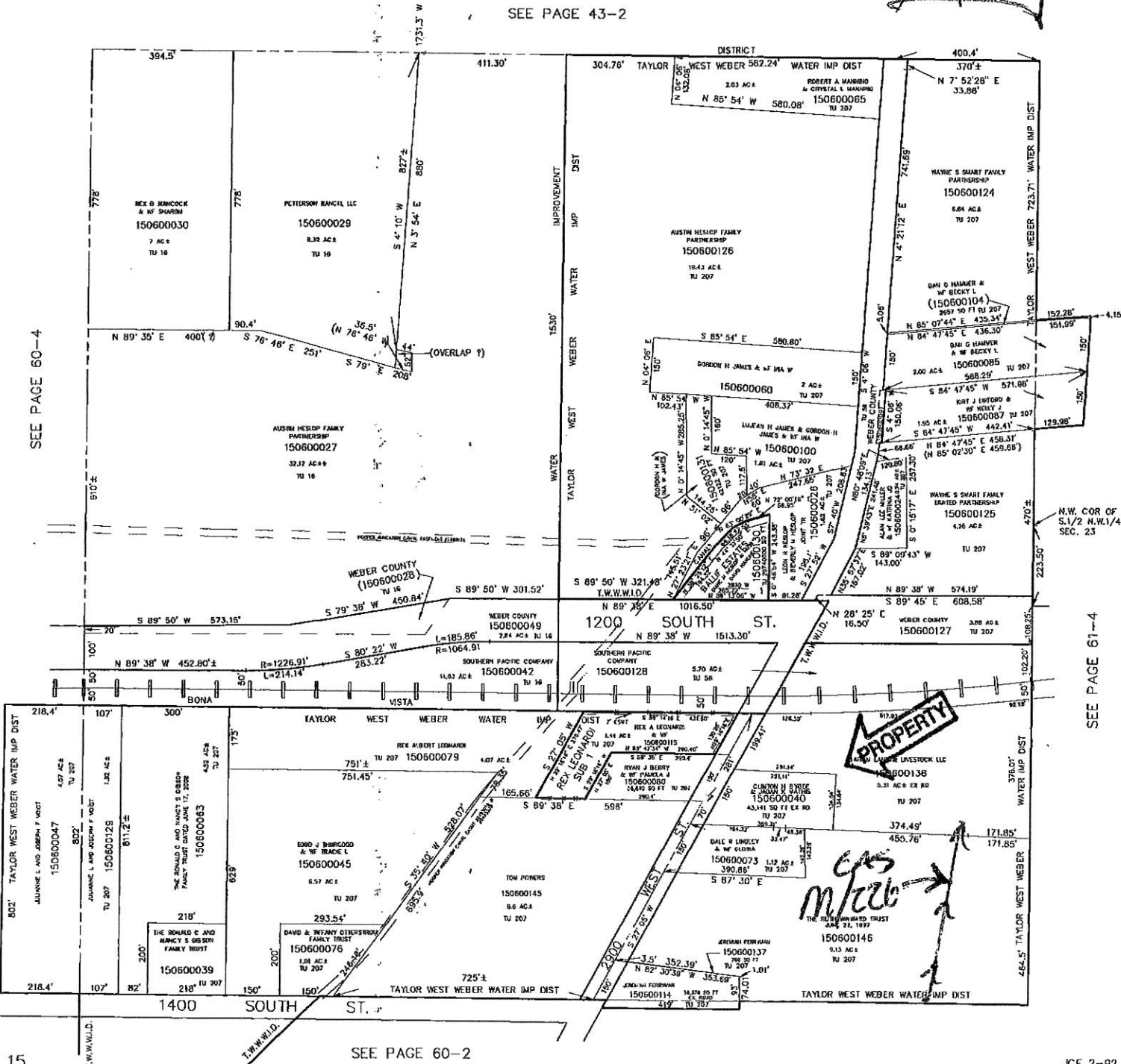
IN WEBER COUNTY
SCALE 1" = 200'

SEE PAGE 43-2



SEE PAGE 60-4

SEE PAGE 61-4



SEE PAGE 60-2