

 First American Title™	Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Commitment	

FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska 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 180 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 to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

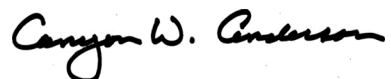


Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

Backman Title
Services, Ltd.
167 East 6100 South
Murray, UT 84107

By: 
Authorized Countersignature

(This Commitment is valid only when Schedules A and B are attached)
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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.
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 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/>>.*

SCHEDULE A

Order Number: **6-061437**

1. Effective date: **October 14, 2014 at 7:45 a.m.**

2. Policy or Policies to be issued:	Amount of Insurance
(a) ALTA Owner's (6-17-06)	\$

Proposed Insured:

. To Be Determined

(b) ALTA Loan (6-17-06)	\$
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Proposed Insured:

To Be Determined

(c) ALTA Loan	\$
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Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is

Fee Simple

4. Title to the fee simple estate or interest in said land is at the effective date hereof vested in:

J.W. Valley Properties, LLC

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

SEE ATTACHED LEGAL DESCRIPTION.

Purported Address:

None Assigned

STATEMENT OF CHARGES

These charges are due and payable before a Policy can be issued.

Owners Premium	\$
Lenders Premium	\$

SCHEDULE A

Order Number: **6-061437**

LEGAL DESCRIPTION

Part of the North half of Section 35, Township 7 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey.

Beginning at a point on the Northeast Corner of Eden Village Subdivision which lies North 00°19'29" East 1313.49 feet and South 89°40'31" East 1923.43 feet from a found Weber Brass Monument at the West Quarter Corner of Section 35; thence South 89°22'07" East, 1044.69 feet along the accepted 1/16th Section line to an existing fenceline; thence South 01°23'28" West along an existing fenceline, 639.34 feet to a fenceline; thence North 89°09'54" West along said fenceline 1367.21 feet to the East boundary line of Gillespie Subdivision; thence North 01°40'32" East along said East boundary line 187.30 feet and South 88°19'27" East 1.58 feet to the East boundary of Eden Village Subdivision; thence along said East boundary the following three (3) courses: (1) North 44°56'54" East 204.97 feet, (2) North 70°24'12" East 69.89 feet, and (3) North 23°36'54" East 300.20 feet to the point of beginning.

Parcel No.: **22-050-0001**

SCHEDULE B – SECTION 1

Order Number: **6-061437**

REQUIREMENTS

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.

TO-WIT:

NOTICE TO APPLICANT: The land covered herein may be serviced by districts, service companies and/or municipalities, which assess charges for water, sewer, electricity and any other utilities, etc. which are not covered by this Commitment or insured under a title insurance policy.

NOTE: If the applicant desires copies of the documents underlying any exception to coverage shown herein, the Company will furnish the same on request, if available, either with or without charge as appears appropriate.

NOTE: Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action pursuant to the Title Insurance Rules of the American Arbitration Association, 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.

1. OBTAIN AND RECORD a Warranty Deed from the vestees herein to the proposed insured.
2. OBTAIN AND RECORD a Trust Deed to secure your loan.
3. Upon Compliance with the Company's underwriting requirements, Items 1 – 8 on Schedule B-2 will be deleted on an ALTA Loan Policy.
4.
 - A. A copy of the "articles of organization" of the J.W. Valley Properties, LLC (and all amendments thereto) bearing the filing stamp of the office of the Utah Secretary of State.
 - B. A copy of a duly executed "regulations" or "operating agreement" (and all amendments thereto) which contains the identity of all members and their voting percentages.
 - C. A copy of any instrument appointing a manager or managers of the LLC.
 - D. A written instrument signed by the members evidencing the consent to the proposed transaction by either a majority of the member interests or such greater percentage as may be required under the written operating agreement with specific authorizations for designated members or managers to execute all documents and perform all actions necessary to consummate the specific transaction.
5. The Company may assist with but will not insure any transfer, right or title to water rights.

Your Order has been assigned to **Timothy C. Grubb** for full service escrow at **1558 North Woodland Park Drive, Suite 410, Layton, Utah 84041**. For any escrow/closing questions please call **(801) 774-8818**, or email **tgrubb@backmantitle.com**.

Please forward all electronic loan/closing documents to loandocs@backmantitle.com.

Please direct any title inquiries concerning this commitment to **Brad Lewis**.

NOTE: The following names have been checked for Judgments, Federal Tax Liens and Bankruptcies:
J.W. Valley Properties, LLC

SCHEDULE B – SECTION 2

Order Number: **6-061437**

EXCEPTIONS

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 record.
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. 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.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents, or Acts authorizing the issuance thereof; (c) 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. Any adverse claim based upon the assertion that (a) Some portion of the land forms the bed or bank of a navigable river or lake, or lies below the mean high water mark thereof; (b) The boundary of the land has been affected by a change in the course or water level of a navigable river or lake; (c) The land is subject to water rights, claims or title to water and to any law or governmental regulation pertaining to wetlands.
8. 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.
9. Lien of taxes, not yet due and payable:

Year:	2014
2014 amount:	\$3,462.30
Parcel No.:	22-050-0001
Prior year:	2013 Paid
10. The land described herein is located within the boundaries of Weber County Taxing District No. 317, and is subject to any assessments levied thereby.
11. The land described herein is located within the boundaries of Eden Cemetery, and is subject to any assessments levied thereby.
12. The land described herein is located within the boundaries of Weber County Fire Service Area 4, and is subject to any assessments levied thereby.
13. The land described herein is located within the boundaries of Ogden Valley Natural Gas Improvement District, and is subject to any assessments levied thereby.

14. The terms and conditions of that certain Resolution No. 18-96 creating and establishing the Ogden Valley Natural Gas Improvement District and setting forth the Improvements to be provided by the District:
Recorded: April 12, 1996
Entry No.: 1399404
Book/Page: 1801/295
15. The terms and conditions of that certain Resolution No. 25-96 creating and establishing the Ogden Valley Natural Gas Improvement District and setting forth the Improvements to be provided by the District:
Recorded: June 18, 1996
Entry No.: 1413086
Book/Page: 1811/2786
16. The terms and conditions of that certain 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:
Recorded: December 13, 2012
Entry No.: 2610456
17. An Easement to construct, reconstruct, operate, repair, replace and maintain a 110 foot diameter temporary turn-around located at the end of 2500 North Street (Northwest portion of the subject property) as disclosed by the dedication plat for Eden Village Subdivision, recorded September 10, 1979 as Entry No. 789030 and also disclosed by Document, recorded June 30, 1986 as Entry No. 973795 in Book 1493 at Page 1965.
18. Rights of way and easements for all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, cable, fiber optic, sewer, gas or water lines.
19. Any prior reservations of any minerals in or under said land including, but not limited to metals, oil, gas, coal, stone and mineral rights, mining rights, and easement rights or other matters relating thereto, whether expressed or implied.
20. Reservations in favor of the Grantor
Grantor: United States of America
Recorded: August 20, 1889
Book/Page: 1/168
Wherein: Yet excluding and excepting from the transfer by these presents all mineral lands should any such be found to exist in the tracts described in the foregoing but this exclusion and exception according to the terms of the statute shall not be construed to include coal and iron lands.
21. Since the company provides no insurance and assumed no liability for water rights disclosed herein or affecting the property under the title policy, it recommends that you obtain competent legal advice from the counsel specializing in water rights or insurance for water rights. Nevertheless, as a courtesy, the Company is disclosing the following water rights as disclosed by that certain Warranty Deed:
Recorded: July 31, 1979
Entry No.: 784922
And:
Recorded: April 7, 1998
Entry No.: 1534105
Book/Page: 1919/1854
And:
Recorded: July 18, 2011
Entry No.: 2534346
22. Boundary conflict along the Northwesterly line with Eden Village Subdivision.
23. Those matters as disclosed by survey prepared by Reeve & Associates, Inc.

SCHEDULE C

Order Number: **6-061437**

Chain of Title

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:

<u>Document Name</u>	<u>Recording Date</u>	<u>Entry No.</u>	<u>Book</u>	<u>Page</u>
NONE				

PRIVACY POLICY

First American Title Insurance Company

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 to the information, which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on their website 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 received from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means.*
- * Information about your transactions with us, our affiliated companies, or others; and*
- * Information we receive from a consumer-reporting agency.*

USE OF INFORMATION

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service 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 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 that 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 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.