ALTA Commitment (6/17/06)

ALTA Commitment Form COMMITMENT FOR TITLE INSURANCE

stewart

title guaranty company

STEWART TITLE GUARANTY COMPANY, a Texas 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 six months 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.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

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

Countersigned by:		l) M
Jam Stu		(une)
		Senior Chairman of the Board
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Hickman Land Title Company		Moleslan Moni-
Company	TI F COM	///www.
	ORPORA	Chairman of the Board
Layton, UT	1908 CC	
City, State	EX Augustus de la constante de	Michael Scallo
		President

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File No. 83104

004-UN ALTA Commitment (6/17/06)





SCHEDULE A

- 1. Effective Date: February 24, 2016 at 3:13PM
- 2. Preliminary Title Report Only
- 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 estate or interest in said land is at the effective date hereof vested in:

ROBERT LAMAR FAVERO, ROGER KARLO FAVERO and GIOVANNI DAVE FAVERO, all as joint tenants and not as tenants in common, with full rights of survivorship

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 Legal Description

We appreciate your business and thank you for choosing Hickman Land Title Company. Please call your Title Officer, with any questions or concerns regarding this commitment. Your Title Officer will be Jason Steiner, phone (801) 416-8900

For informational purposes only. The property address is purported to be: Address not assignedUT



SCHEDULE A

EXHIBIT A

Legal Description

A part of the Southeast Quarter of Section 28, Township 6 North, Range 2 West, Salt Lake Meridian, U.S. Survey: Beginning at a point 1551.42 feet North 89°09'03" West along the Quarter Section line from the Northeast Corner of said Quarter Section said point being on the Northerly Boundary line of the property described in that certain Warranty Deed Recorded April 5, 1977, as Entry No. 693788, in Book 1170, at Page 576; and running thence North 89°09'03" West 1088.58 feet along said Northerly Boundary line and the Quarter Section line more or less to the Northwest Corner of said Quarter Section; thence South 0°50'57" West 330.00 feet; thence South 89°09'03" East 1088.58 feet more or less to a point South 0°50'57" West of Beginning; thence North 0°50'57" East 330.00 feet to said Northerly Boundary line and the point of beginning.



Section 1

The following are the requirements to be complied with:

- 1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- 2. Pay us the premium, fees and charges for the policy.
- 3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded, as follows:
 - A) None
- 4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- 5. Release(s) or Reconveyance(s) of item(s): None
- 6. You must give us the following information:
 - A) Any off record leases, surveys, etc.
 - B) Statements of identity all parties.
 - C) Other

NOTE: All parties in title within the last 8 years and all persons coming into title, including those listed below, have been checked for judgments and/or tax liens and there are none, unless listed in Schedule B Section 2.

ROBERT FAVERO



Section 2

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 assessment, 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 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 in 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 back 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 any law or governmental regulation pertaining to wetlands.
- 8. Location of improvements not visible by inspection and/or survey, i.e. water lines sewer, septic.
- 9. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching the subsequent to the effective date hereof but prior to the date proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
- 10. 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.
- Taxes for the year 2016, and subsequent years, not yet due and payable.

 Tax Parcel No. 15-078-0137. Taxes for the year 2015 were paid in the amount of \$69.74
- 12. Said property is included within the boundaries of Weber Area Dispatch 911 and Emergency Services District, Weber County Schools, West Weber-Taylor Cemetery, Taylor-W. Weber Culinary Water, and Weber Fire District, and is subject to the charges and assessments thereof.
- 13. Subject to all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines, and right of way and easements thereof.



Section 2

14. PATENT

Recorded: May 5, 1915 Entry No: 512612 Book/Page: 74/491

15. UTAH POWER & LIGHT COMPANY POLE LINE EASEMENT

Grantor: LAFAYETTE T. FARR and NANCY FARR, his wife

Grantee: UTAH POWER AND LIGHT COMPANY

Dated: June 10, 1924

Recorded: November 9, 1927

Entry No: 12501 Book/Page: R/351

16. EASEMENT AND CONDITIONS CONTAINED THEREIN:

Grantor: LAWRENCE A. GREEN and MARGARET GREEN

Grantee: AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING

Dated: May 9, 1929 Recorded: May 31, 1929 Book/Page: S/146

17. EASEMENT AND CONDITIONS CONTAINED THEREIN:

Grantor: JAMES H. NELSON, JR. and ANNIE E. NELSON

Grantee: AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING

Dated: May 9, 1929 Recorded: May 31, 1929 Book/Page: S/147

18. EASEMENT AND CONDITIONS CONTAINED THEREIN:

Grantor: A. P. SORENSEN and MARY R. SORENSEN

Grantee: AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING

Dated: May 9, 1929 Recorded: May 31, 1929 Book/Page: S/147

19. EASEMENT AND CONDITIONS CONTAINED THEREIN:

Grantor: LORIN F. FARR

Grantee: AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING

Dated: May 9, 1929 Recorded: May 31, 1929 Book/Page: S/153

20. EASEMENT AND CONDITIONS CONTAINED THEREIN:

Grantor: SUSAN A. FARR

Grantee: AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING

Dated: May 9, 1929 Recorded: May 31, 1929 Book/Page: S/153



Section 2

21. EASEMENT AND CONDITIONS CONTAINED THEREIN:

Grantor: LAFAYETTE T. FARR and NANCY FARR

Grantee: AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING

Dated: May 9, 1929 Recorded: May 31, 1929 Book/Page: S/154

22. EASEMENT AND CONDITIONS CONTAINED THEREIN:

Grantor: LAWRENCE A. GREEN and MARGARET GREEN and MINERVA GREEN Grantee: AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING

Dated: May 9, 1929 Recorded: May 31, 1929 Book/Page: S/155

23. EASEMENT TO USE IRRIGATION SYSTEM

Grantor: WILSON IRRIGATION COMPANY Grantee: UTAH WATER AND POWER BOARD

Dated: October 23, 1961 Recorded: December 29, 1961

Entry No: 371379 Book/Page: 699/184

24. ORDINANCE NO. 12-81

WEBER COUNTY FIRE PROTECTION SERVICE AREA NO. 4 FIRE PROTECTION

Recorded: December 22, 1981

Entry No: 849262 Book/Page: 1394/1772

25. PERPETUAL EASEMENT

Grantor: PHIL S. and JELENE HANCOCK

Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT

Dated: December 8, 2000 Recorded: February 8, 2001 Entry No: 1750929 Book/Page: 2115/1397

26. PERPETUAL EASEMENT

Grantor: CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT

Dated: January 31, 2001 Recorded: February 8, 2001

Entry No: 1750930 Book/Page: 2115/1401



Section 2

27. PERPETUAL EASEMENT

Grantor: WARREN IRRIGATION CO.

Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT

Dated: October 4, 2000 Recorded: February 8, 2001

Entry No: 1750931 Book/Page: 2115/1408

28. PERPETUAL EASEMENT

Grantor: C. EARL STAKER

Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT

Dated: September 27, 2000 Recorded: February 8, 2001

Entry No: 1750932 Book/Page: 2115/1412

29. PERPETUAL EASEMENT

Grantor: LEROY and ADA HERRICK

Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT

Dated: November 9, 2000 Recorded: February 8, 2001 Entry No: 1750934 Book/Page: 2115/1427

30. PERPETUAL EASEMENT

Grantor: LAVAR and ELSIE HIPWELL

Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT

Dated: December 19, 2001 Recorded: February 8, 2001

Entry No: 1750935 Book/Page: 2115/1433

31. PERPETUAL EASEMENT

Grantor: GIBSON DAIRY, L.C.

Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT

Dated: February 1, 2001 Recorded: February 8, 2001 Entry No: 1750936

Entry No: 1/50936 Book/Page: 2115/1439

32. PERPETUAL EASEMENT

Grantor: ARNOLD I. and HELEN M. SLATER

Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT

Dated: January 31, 2001 Recorded: February 8, 2001

Entry No: 1750937 Book/Page: 2115/1445



Section 2

33. PERPETUAL EASEMENT

Grantor: JOHH W. and AMY B. GIBSON

Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT

Dated: September 28, 2000 Recorded: February 8, 2001

Entry No: 1750938 Book/Page: 2115/1451

34. PERPETUAL EASEMENT

Grantor: INEZ C. FARR, as Trustee of the INTER VIVOS REVOCABLE TRUST

Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT

Dated: March 8, 2001 Recorded: March 13, 2001 Entry No: 1757393 Book/Page: 2122/2402

35. PERPETUAL EASEMENT

Grantor: INEZ C. FARR, as Trustee of the INTER VIVOS REVOCABLE TRUST

Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT

Dated: March 8, 2001 Recorded: March 13, 2001 Entry No: 1757394 Book/Page: 2122/2407

36. PERPETUAL EASEMENT

Grantor: INEZ C. FARR, as Trustee of the INTER VIVOS REVOCABLE TRUST

Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT

Dated: March 8, 2001 Recorded: April 3, 2001 Entry No: 1761823 Book/Page: 2128/1312

37. RESOLUTION NO. 23-2005 creating the Weber Area Dispatch 911 and Emergency Services District

Recorded: January 24, 2006

Entry No: 2156401

38. RESOLUTION NO. 27-2012

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY, UTAH, CONFIRMING THE TAX TO BE LEVIED FOR MUNICIPAL SERVICES PROVIDED TO THE UNINCORPORATED AREA OF WEBER COUNTY AND DESCRIBING THE SERVICED TO BE PROVIDED THEREIN

Recorded: December 13, 2012

Ent. No. 2010450

Entry No: 2610456

- 39. Any matters that might be disclosed by an accurate survey of said premises.
- 40. Rights of tenants as tenants only.
- 41. Rights or claims of parties in possession.



Section 2

- 42. The Company specifically excepts any and all matters pending against any lessee or tenant, being on or off record, including but not limited to, bankruptcies, judgment liens, Federal and State Tax Liens, etc., and makes no certification as to the checking of judgments, tax liens, or other encumbrances created by any lessee or tenant.
- 43. Restrictions as disclosed in Special Warranty Deed from CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah Corporation Sole to ROBERT LAMAR FAVERO, ROGER KARLO FAVERO and GLOVANNI DAVE FAVERO, all as joint tenants and not as tenants in common, with full rights of survivorship recorded November 14, 2014 as Entry No. 2710617.
- 44. The terms and provisions of the "Farmland Assessment Act of 1969" in Title 59, Chapter 2, Part 5 of the Utah Code, and amendments thereof, disclosed by that certain Application for Taxation of Agricultural Land, dated November 14, 2014, and recorded March 12, 2015, as Entry No. 2725732, of Official Records, which, in part, provides for the right of Weber County to reassess said property for previous years and the collection of additional taxes resulting from any such reassessment.
- 45. CERTIFICATE OF CREATION creating Northern Utah Environmental Resource Agency Recorded: January 20, 2015 Entry No: 2718461

Exception numbered 1-9 will be eliminated in the A.L.T.A. Extended Coverage Policy.

NOTE: For informational purposes only, vesting document and a 24 month chain of title is provided: A review of the records contained in the County Recorder's Office was conducted thru the effective date of this commitment as shown in Schedule "A" herein and the following Deeds of Conveyance and/or Real Estate Purchase Contracts were found:

Special Warranty Deed from GARY G. FARR, as Successor Trustee of the GLEN AND INEZ C. FARR INTER VIVOS REVOCABLE TRUST UNDER TRUST AGREEMENT dated July 30, 1981 which is also known as the GLEN AND INEZ C. FARR TRUST UNDER TRUST AGREEMENT dated July 30, 1981 to CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah Corporation Sole recorded December 11, 2014 as Entry No. 2713944 in Book/Page N/A

Special Warranty Deed from CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah Corporation Sole to ROBERT LAMAR FAVERO, ROGER KARLO FAVERO and GIOVANNI DAVE FAVERO, all as joint tenants and not as tenants in common, with full rights of survivorship recorded November 14, 2014 as Entry No. 2710617 in Book/Page N/A

Special Warranty Deed from CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah Corporation Sole to GARY G. FARR, Successor Trustee of the GLEN AND INEZ C. FARR TRUST, under Trust Agreement dated July 30, 1981 recorded November 14, 2014 as Entry No. 2710625 in Book/Page N/A

NOTE: In the event this transaction fails to close, a minimum \$200.00 cancellation fee will be charged for services rendered in accordance with the rates that are on file with the Commissioner of Insurance of the State of Utah.

NOTICE TO APPLICANT AND/OR PROPOSED INSURED: Commitment is subject to such other and further requirements and exceptions as they appear necessary to the Company.



Section 2

NOTICE TO APPLICANT AND/OR PROPOSED INSURED: If you require copies of any documents identified in this commitment for Title Insurance, the Company will furnish the same upon specific request, either free of charge or for the actual cost of duplication for those copies requiring payment by the Company to obtain.

NOTICE TO APPLICANT AND/OR PROPOSED INSURED: The land described in this Commitment may be serviced by services provided by cities, towns, public utility companies and other firms providing municipal type services which do not constitute liens upon the land and for which no notice of the existence of such service charges is evidenced in the Public Records. The applicant and/or purposed insured should directly contact all entities providing such services and make the necessary arrangements to insure payment for such services and continuation of services to the land.

NOTICE TO APPLICANT AND/OR PROPOSED INSURED: The policy to be issued contains an arbitration clause. 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.alta.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.



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/.



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

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