

COMMITMENT FOR TITLE INSURANCE
ISSUED BY

Hickman Land Title Co.
112 North Main St. • P.O. Box 386
Logan, Utah 84323
Tel 435-752-0582 • Fax 435-752-0584

Rich Land Title Co.
112 North Main St. • P.O. Box 386
Logan, Utah 84323
Tel 435-752-0582 • Fax 435-752-0584

www.hickmantitle.com



Hickman Land Title Co.
872 West Heritage Park Blvd., Suite 120
Layton, Utah 84041
Tel 801-416-8900 • Fax 801-416-8950

Hickman Land Title Co.
1226 W. South Jordan Parkway, Suite D
South Jordan, Utah 84095
Tel 801-293-7700 • Fax 801-293-7666

Toll Free line 1-800-365-7720

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date Shown in Schedule A.

If the Requirements shown in this commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-1.
- The Exceptions in Schedule B-2.
- The Conditions on the inside cover page.

The Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.



First American Title Insurance Company

BY *Gary L. Keruett* PRESIDENT

ATTEST: *Mark R. Anderson* SECRETARY

BY *Joan Stein* COUNTERSIGNED



SCHEDULE A

1. Effective Date: April 3, 2017 at 7:59 a.m.
2. Policy or Policies to be issued: Amount of Insurance Premium
 - a. ALTA 2006 :
Proposed Insured:
ROBERT LAMAR FAVERO
 - b. ALTA 2006 Extended Loan Policy:
Proposed Insured:
 - c. Leasehold Policy:
Proposed Insured:
 - d. Endorsements:

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:

A part of the Southeast Quarter of Section 28, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Weber County, Utah. Beginning at a point 807.88 feet South 89°13'14" East along the Section Line from the center of said Section 28; and running thence South 89°13'14" East 288.21 feet; thence South 0°46'46" West 330.00 feet; thence North 89°13'14" West 492.41 feet to the Easterly Line of Favero's Legacy Cluster Subdivision-Phase 1; thence along said Easterly Line the following three (3) courses: (1) North 0°42'54" East 153.08 feet, (2) South 89°17'06" East 204.37 feet and (3) North 0°46'46" East 176.69 feet to the point of beginning.

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
Your Escrow Officer will be assigned shortly, Phone (801)416-8900.

For informational purposes only.
The property address is purported to be:
Address not assigned, Syracuse, UT 84075



SCHEDULE B

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) N/A
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):
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 LAMAR FAVERO



SCHEDULE B

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.
11. Taxes for the year 2017, and subsequent years, not yet due and payable.
Tax Parcel No. 15-078-0137. Taxes for the year 2016 were paid in the amount of \$69.94
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.



SCHEDULE B

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



SCHEDULE B

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



SCHEDULE B

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
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



SCHEDULE B

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 SERVICES TO BE
PROVIDED THEREIN
Recorded: December 13, 2012
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.



SCHEDULE B

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 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.
- 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
- 46. EASEMENT AND CONDITIONS CONTAINED THEREIN:
Grantor: ROBERT LAMAR FAVERO
Grantee: ROCKY MOUNTAIN POWER
Recorded: December 8, 2016
Entry No: 2830906
- 47. CENTRAL WEBER IMPROVEMENT DISTRICT RESOLUTION NO. 2016-09
Recorded: December 15, 2016
Entry No: 2832070

- CERTIFICATE OF ANNEXATION
Recorded: December 15, 2016
Entry No: 2832069

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



SCHEDULE B

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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.

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. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B – Section 2 may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B – Section 1 are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its requirements. If we have any liability to you for any loss you incur because of an error in this commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B – Section 1
or
eliminate with our written consent any Exceptions shown in Schedule B – Section 2.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on the Commitment and is subject to its terms.

