

TITLE INSURANCE COMMITMENT

ISSUED BY



TITLE INSURANCE AGENCY

2225 Washington Boulevard, Suite 110

Ogden, Utah 84401

PHONE: (801) 479-4699 FAX: (801) 479-7417

RE: JAMES G. SWEARINGEN AND SANDRA LEE
SWEARINGEN, TRUSTEES OF THE JAMES G.
SWEARINGEN AND SANDRA LEE SWEARINGEN
REVOCABLE TRUST AGREEMENT DATED APRIL 22,
1999

March 16, 2017

File No: 028260

Attention:

Smith Knowles, PC
2225 Washington Boulevard, Suite 200
Ogden, UT 84401
M. Darin Hammond
Phone: 801-476-0303 Fax: 801-476-0399

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 the 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 that our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following: (1) The Provisions in Schedule A. (2) The Requirements in Schedule B-1. (3) The Exceptions in Schedule B-2. (4) **The Conditions on the inside cover page.**

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

Underwritten by:

First American Title Insurance Company

BY *Carl B. Johnson* PRESIDENT

ATTEST *Marilyn Kelly* SECRETARY



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 this Commitment and is subject to its terms.

**TITLE INSURANCE COMMITMENT
SCHEDULE A**

Escrow/Closing inquiries should be directed to your Escrow Officer: via email or at (801)479-4699.

1. Commitment Date: **March 02, 2017 at 7:30 AM**
2. Policy (or Policies) to be issued: POLICY AMOUNT PREMIUM

 (a) ALTA STANDARD OWNER'S
 POLICY

Proposed Insured: **THIS REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND NOT A
COMMITMENT TO INSURE. ANY RELIANCE ON THE INFORMATION
CONTAINED HEREIN IS AT YOUR OWN RISK.**

- (b) ALTA 2006 LOAN POLICY

Proposed Insured:

Proposed Borrower:

- (c) Endorsements:
3. The estate or interest in the land described or referred to in this commitment and covered herein is Fee Simple and title thereto is at the effective date hereof vested in:

**JAMES G. SWEARINGEN AND SANDRA LEE SWEARINGEN, TRUSTEES OF THE JAMES G.
SWEARINGEN AND SANDRA LEE SWEARINGEN REVOCABLE TRUST AGREEMENT
DATED APRIL 22, 1999**

4. The land referred to in the Commitment is described as follows:

**LOT 8, ROBINS ROOST SUBDIVISION, WEBER COUNTY, UTAH, ACCORDING TO THE
OFFICIAL PLAT THEREOF.**

Property Address: 5185 E 2275 N, Eden, UT 84310

TITLE INSURANCE COMMITMENT

**SCHEDULE B - SECTION I
REQUIREMENTS**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage or deed of trust to be insured.
- (b) Pay us the premium, fees and charges for the policy. In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$100.00.
- (c) Provide us with releases, reconveyances or other instruments, acceptable to us, including payment of any amounts due, removing the encumbrances shown in Schedule B-2 that are objectionable to the proposed insured.
- (d) Provide us with copies of appropriate agreements, trusts, resolutions, certificates, or other evidence needed to identify the parties authorized to execute the documents creating the interest to be insured.
- (e) The documents creating the interest to be insured must be signed, delivered and recorded.
- (f) You must tell us, in writing, the name of anyone not referred to in this Commitment who will receive an interest in, or who will make a loan secured by a deed of trust or mortgage secured by, the land describe in this Commitment.
- (g) After we have received the information requested in these requirements, together with any other information about the transaction, we will have the right to add requirements to this Schedule B-1 or special exceptions to Schedule B-2.
- (h) Approval by the Company's Underwriter of the contents hereof and satisfaction of any conditions or requirements imposed thereby.
- (i) Other:

NOTE: THE OWNERS POLICY OF TITLE INSURANCE COMMITTED TO BE ISSUED WILL CONTAIN DEDUCTIBLE AMOUNTS AND LIABILITY LIMITS RELATIVE TO CERTAIN COVERED RISKS AS FOLLOWS:

COVERED RISK 16 (Subdivision Law Violations) has a deductible of 1% of the Policy Amount or \$2,500, whichever is lesser, and a Maximum Dollar Limit of Liability of \$10,000.

COVERED RISK 18 (Building Permits) has a deductible of 1% of the Policy Amount or \$5,000, whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.

COVERED RISK 19 (Zoning) has a deductible of 1% of the Policy Amount or \$5,000, whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.

COVERED RISK 21 (Encroachment of Boundary Walls or Fences) has a deductible of 1% of the Policy Amount or \$2,500, whichever is lesser, and a Maximum Dollar Limit of Liability of \$5,000.

TITLE INSURANCE COMMITMENT**SCHEDULE B - SECTION II
EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. The lien of real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
2. Any facts, rights, interests, or claims that are not shown in the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Easements, claims of easement or encumbrances that are not shown in the public records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims, or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the public records.
7. Defects, liens, encumbrances, adverse claims or other claims, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.

Exceptions 1-7 will be omitted on extended coverage loan policy

8. General taxes for the year 2017 are accruing as a lien but not yet due and payable. 2016 taxes were paid in the amount of \$2,948.89. Serial No. 22-075-0008.
9. Said property is located within the boundaries of Weber Basin Water Conservancy District, Weber County Fire Protection Service Area No. 4, Ogden Valley Natural Gas Improvement District and the Weber Area Dispatch 911 and Emergency Services District, and is subject to the charges and assessments levied thereunder.
10. 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 therein, recorded December 13, 2012 as Entry No. 2610456, records of Weber County, Utah.
11. Notice of Creation of the Northern Utah Environmental Resource Agency, and the terms and conditions thereof, and any charges and/or assessments levied thereunder, recorded January 20, 2015 as Entry No. 2718461, records of Weber County, Utah.
12. Said property is located within the boundaries of the Ogden Valley Transmitter/Recreation Special Services District, and is subject to any charges and/or assessments levied thereunder. Affidavit recorded March 9, 2015 as Entry No. 2725109, records of Weber County, Utah.
13. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.

14. Any and all outstanding oil and gas, mining and mineral rights, etc., together with the right of the proprietor of a vein or lode to extract his ore therefrom should the same be found to penetrate or intersect the premises and the right of ingress and egress for use of said rights.
15. Subject to easements, building setback lines, restriction, dedications or offer for dedications if any, conditions of approval if any, and notes if any, all as set forth on the recorded plat.
16. Protective Covenants recorded March 31, 1978 as Entry No. 733573, in Book 1233, at Page 323, records of Weber County, Utah.

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

17. Terms and Conditions of Stockholders Certification and Acknowledgment by the Eden Waterworks Company, recorded October 16, 2002 as Entry No. 1881787 in Book 2273, Page 2772, records of Weber County, Utah.
18. Terms and Conditions of Notice of Buildable Parcel recorded December 8, 2011 as Entry No. 2553202, records of Weber County, Utah.
19. A Deed of Trust dated November 20, 1995, executed by JAMES G. SWEARINGEN AND SANDRA LEE SWEARINGEN, HUSBAND AND WIFE AS JOINT TENANTS, as Trustor, in the amount of \$17,000.00, in favor of UNITED SAVINGS BANK, as Trustee and UNITED SAVINGS BANK as Beneficiary, recorded November 27, 1995 as Entry No. 1375156, in Book 1781, at Page 1083, records of Weber County, Utah.
20. A Deed of Trust dated January 19, 2012, executed by JAMES SWEARINGEN AND SANDRA SWEARINGEN, HUSBAND AND WIFE, as Trustor, in the amount of \$303,600.00, in favor of BACKMAN TITLE SERVICES, as Trustee and GOLDENWEST FEDERAL CREDIT UNION as Lender and "MERS" Mortgage Electronic Registration Systems, Inc. as Beneficiary, recorded January 24, 2012 as Entry No. 2559403, records of Weber County, Utah.
21. Subject to the Terms, Conditions and Stipulations of the JAMES G. SWEARINGEN AND SANDRA LEE SWEARINGEN REVOCABLE TRUST AGREEMENT DATED APRIL 22, 1999.

NOTE: Judgments have been checked against the following names. If any judgments were found they are listed herein:

JAMES G. SWEARINGEN AND SANDRA LEE SWEARINGEN
THE JAMES G. SWEARINGEN AND SANDRA LEE SWEARINGEN REVOCABLE TRUST
AGREEMENT DATED APRIL 22, 1999

Title inquiries should be directed to at (801)479-4699.

NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.