

stewart title®

ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
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.

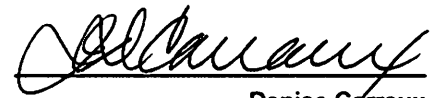
Countersigned by:


Authorized Countersignature




Matt Morris
President and CEO

Stewart Title Insurance Agency of Utah,
Inc.
1592 South 500 West, Ste 100
Bountiful, UT 84010
(801) 292-3400


Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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.



COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

File No. 01459-31853

1. **Effective Date:** October 31, 2017 at 8:00 A.M.

2. **Policy or Policies To Be Issued:**

Amount of Insurance

(a) ALTA Owner's	2006 (Standard)	Amount Premium
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(b) ALTA Loan	2006 (Standard)	Amount Premium
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Proposed Insured:
Lender

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

Fee Simple as to Parcel 1, and Easement Interest as to Parcel 1A.

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

Randall Copier and Kaye Copier, husband and wife as joint tenants

5. **The land referred to in this Commitment is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO

For information purposes only, the property address is purported to be:

N/A, West Warren, UT 84404



EXHIBIT A
LEGAL DESCRIPTION

The land referred to herein is situated in the County of Weber, State of Utah, and is described as follows:

Parcel 1:

Part of the Southeast Quarter of Section 22, Township 6 North, Range 3 West, Salt Lake Base and Meridian, US Survey, described as follows: Beginning at a point which lies South 00°42'22" West along the section line 293.95 feet from the East Quarter Corner of said Section 22, thence South 00°42'22" West along section line 540.26 feet; thence North 88°25'01" West 271.00 feet; thence South 00°57'03" West 168.51 feet to an existing fence line; thence South 88°25'01" East 271.72 feet to the East line of Section 22; thence South 00°42'22" West along said section line 427.14 feet; thence North 89°55'40" West 474.40 feet; thence along a non-tangent curve turning to the right with an arc length of 28.82 feet with a radius of 830.01 feet, whose chord bears South 08°42'28" West 28.81 feet; thence North 78°14'09" West 157.19 feet; thence with a curve turning to the left with an arc length of 64.50 feet, with a radius of 825.00 feet, whose chord bears North 80°28'32" West 64.49 feet; thence North 00°19'34" West 181.18 feet; thence North 89°17'15" West 611.68 feet to an existing fence along the 1/16th line; thence along said fence North 00°03'37" East 1236.41 feet to a fence along the quarter section line; thence along said fence South 89°43'10" East 1005.56 feet; thence South 00°57'03" West 294.00 feet; thence South 89°02'57" East 320.99 feet, more or less, to the point of beginning.

Excepting therefrom the following: Part of the Southeast Quarter of Section 22, Township 6 North, Range 3 West, Salt Lake Base and Meridian, US Survey, described as follows: Beginning at a point in the Westerly right of way line of 7500 West Street in Weber County, Utah which point lies South 00°42'22" West along the section line 293.95 feet from the East 1/4 Corner of said section; thence South 00°42'22" West 364.80 feet; thence North 89°17'38" West 1317.90 feet to an existing fence along the 1/16th line; thence along said fence North 00°03'37" East 652.74 feet to a fence along the 1/4 section line; thence along said fence South 89°43'10" East 1005.56 feet; thence South 00°57'03" West 294.00 feet; thence South 89°02'57" East 320.99 feet to the point of beginning.

Also Except: Part of the Southeast Quarter of Section 22, Township 6 North, Range 3 West, Salt Lake Base and Meridian, US Survey described as follows: Beginning at a point on the East line of Section 22, said point lies South 00°42'22" West along the section line 294.00 feet from the East Quarter Corner of said Section 22, thence along the section line South 00°42'22" West 368.50 feet; thence North 89°17'38" West 1321.43 feet to a fence along the East 1/16th line of said section; thence along said fence North 00°22'04" East 656.32 feet to a fence along the Quarter section line; thence along said quarter section line South 89°33'32" East 992.32 feet, to the Taylor Property; thence South 00°42'22" West 294.00 feet; thence South 89°33'32" East 333.00 feet to the point of beginning.

Also Except the following: Part of the Southeast Quarter of Section 22, Township 6 North, Range 3 West, Salt Lake Base and Meridian, US Survey, described as follows: Beginning at a point on the East line of Section 22, said point lies South 00°39'44" West along the section line 662.580 feet from the East 1/4 corner of said Section 22, thence along the section line South 00°42'22" West 171.60 feet; thence North 88°25'09" West 789.23 feet; thence North 00°42'22" East 159.56 feet; thence South 89°17'38" East 789.13 feet, to the point of beginning.

Also Except the following: Part of the Southeast Quarter of Section 22, Township 6 North, Range 3 West, Salt Lake Base and Meridian, US Survey, described as follows: Beginning at a point on the West right of way line of 7500 West Street, said point also being South 00°42'22" West 1242.36 feet from the East Quarter Corner of Section 22, thence South 00°42'22" West 187.41 feet; thence North 89°55'40" West 474.40 feet; thence 28.82 feet along a non-tangent curve to the right with a radius of 830.01 feet and whose chord bears South 08°42'28" West 28.81 feet; thence North 78°14'09" West 157.19 feet; thence along a curve turning to the left with an arc length of 64.50 feet, a radius of 825.00 feet, whose chord bears North 80°28'32" West 64.49 feet; thence North 00°19'34" West 181.18 feet; thence South 89°17'38" East 699.65 feet to the point of beginning.

Also Except: Part of the Southeast Quarter of Section 22, Township 6 North, Range 3 West, Salt Lake Base and Meridian, US Survey: Beginning at a point on the West line of 7500 West Street, said point being South 00°42'22" West along the Quarter Section line 1002.73 feet from the East Quarter Corner of said Section 22, running thence South 00°42'22" West 179.63 feet; thence North 89°17'38" West 623.34 feet; thence North 00°42'22" East 357.70 feet; thence South 88°25'09" East 352.42 feet; thence South 00°57'03" West 168.53 feet; thence South 88°25'01" East 271.72 feet to the Quarter section line and the point of beginning.



Also Except: MURRAY FLAG LOT SUBDIVISION, Recorded July 22, 2014, as Entry No. 2695298, of Official Records.

Parcel 1A:

Together with a right of way and easement description as follows:

A 30 foot wide easement along the existing Southern Boundary Line of the Murray Flag Lot Subdivision from 7500 West Street to said properties East Boundary line, said Easement is to mirror the existing Driveway on the Murray Flag Lot Subdivison, as set forth in the instrument recorded as Entry No. 2740553, Weber County, Utah.

Tax ID: 10-043-0081



**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART I**

File No.: 01459-31853

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.
2. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
3. Pay all general and special taxes now due and payable.
4. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Assoc. or other recognized arbitrator a copy of which is available on request and can be obtained from the Company. Any decision reached by arbitration shall be binding upon both you and 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 property jurisdiction.
5. This Commitment will be subject to 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 of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment if not cleared prior to recordation of the insured interest.
6. Release(s), reconveyance(s), or satisfaction(s), of items to be paid off.
7. Notice to Applicant: 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.
8. Notice to Applicant: The land covered herein may be serviced by districts, service companies and/or municipalities, which assesses charges for water, sewer, electricity and any other utilities, etc. which are not covered by this report or insured under a title insurance policy.
9. Pay us the premiums, fees and charges for the policy. In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$120.00.
10. Standard Exceptions 1 - 7 of Schedule B, Section 2, will be eliminated from the ALTA Loan Policy and the ALTA Homeowner's Policy upon satisfaction of any underwriting requirements.



**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II**

File No.: 01459-31853

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. 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.
3. 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.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
5. 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.
6. (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; ditch rights; (d) minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel and other hydrocarbons in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities related thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records. 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.
7. 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.
8. Taxes for the year 2017 have been paid in the amount of \$0.91. Tax ID No. 10-043-0081.
9. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, which becomes effective upon a change in the use of all or part of eligible land, by reason of that certain Application For Assessment And Taxation Of Agricultural Land, recorded October 28, 2015 as Entry No. 2763100, of Official Records.
10. Said property is located within the boundaries of Weber Basin Water Conservancy District, and West Warren-Warren Water Improvement District, and Weber County Fire Protection Service Area No. 4, Weber County Service Area No. 5, West Warren Park Service Area, Weber County Service Area No. 6, and West Warren Park and is subject to the charges and assessments levied thereunder.
11. Resolution No. 23-2005, a resolution of the Board of County Commissioners of Weber County creating and establishing a special service district throughout all of Weber County, to be known as the "Weber Area Dispatch 911 and Emergency Services District", recorded January 24, 2006, as Entry No. 2156401 of Official Records.
12. The terms and conditions of that certain Certificate of Creation, creating and establishing the Northern Utah Environmental Resource Agency, and any future charges and assessments that may be levied thereunder, recorded January 20, 2015, as Entry No. 2718461, of Official Records.



**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II**

13. Water rights, claims or title to water, whether or not the matters are shown by the Public Records.
14. 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, or 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 interest that are not listed.
15. Rights of way for any roads, ditches, canals, or transmission lines, and incidental purposes now existing over, under, or across said property.
16. Easements and rights of way of record or enforceable in law and equity for any existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines now existing over, under or across subject property.
17. Ingress and Egress Easement and Maintenance Agreement and the terms, conditions and limitations contained therein, recorded June 15, 2015, as Entry No. 2740553, of County Records.
18. No certification is made as to ownership, taxes, liens, encumbrances, assessments, and/or restrictions affecting all or any portion of the right of way described in Schedule A herein, lying outside of the property first described in Schedule A.
19. Any matters that might be disclosed by an accurate survey of said premises.

NOTE: NO EXISTING DEED OF TRUST APPEARS OF RECORD. IF THIS INFORMATION IS NOT CORRECT, PLEASE NOTIFY THE COMPANY AS SOON AS POSSIBLE TO PROVIDE INFORMATION REGARDING THE EXISTING LOAN.

NOTE: Title is to vest in persons not yet revealed, and when so vested will then be subject to matters disclosed by a search of the record against their names.

NOTE: Judgments have been checked against the following:

Randall Copier and Kaye Copier

There were NO judgments found.

CHAIN OF TITLE

According to the 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:

NONE

