



First American Title

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 14253-6025621

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
 - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; and
 - (f) Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American Title

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 14253-6025621

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company

Issuing Office: 215 South State Street, Suite 280, Salt Lake City, UT 84111

Issuing Office's ALTA® Registry ID: 1178462

Issuing Office File No.: 14253-6025621

Commitment No.: 14253-6025621

Property Address: Vacant Land, UT

Revision No.:

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: **Sandy Espinoza at (801)825-1313 located at 1795 E Legend Hills Drive, Ste 100, Clearfield, UT 84015.**

SCHEDULE A

1. Commitment Date: January 17, 2020 8:00 AM

2. Policies to be issued:

(A) ALTA® Owner's Policy of Title Insurance

Proposed Insured: **Lync Construction**

Proposed Policy Amount: \$611,394.83

Premium: \$220.00

(B) ALTA® Loan Policy of Title Insurance

Proposed Insured: **MIC 4, LC**

Proposed Policy Amount: \$680,192.70

Premium: \$200.00

(C) Endorsements: Premium: \$

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. The Title is, at the Commitment Date, vested in:

Linda K. Barrow, as to Parcel 1

Barrow Land & Livestock, LLC, as to Parcel 2

Home Owners Association, as to Parcel 3

5. The Land is located in Weber County, UT, and is described as follows:

PARCEL 1:

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 6 NORTH,

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

RANGE 3 WEST, SALT LAKE MERIDIAN, U.S. SURVEY.

TOGETHER WITH A RIGHT-OF-WAY 1 ROD WIDE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14.

EXCEPT CANAL RIGHT-OF-WAY.

PARCEL 2:

ALL OF LOTS 6, 7, 8, 9 and 11, VAQUERO VILLAGE CLUSTER SUBDIVISION, WEBER COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 3:

ALL OF THE OPEN SPACE, VAQUERO VILLAGE CLUSTER SUBDIVISION, WEBER COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American Title

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 14253-6025621

Commitment No.: 14253-6025621

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Provide releases, reconveyances, or other instruments, acceptable to the Company, including payment of any amounts due, removing the encumbrances shown in Schedule B, Part II that are objectionable to the Proposed Insured.
6. Provide us with copies of appropriate agreements, resolutions, certificates, or other evidence needed to identify the parties authorized to execute the documents creating the interest to be insured.
7. Provide us with any information regarding personal property taxes which may have been assessed or are due and payable which could become a lien on the real property.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American Title

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 14253-6025621

Commitment No.: 14253-6025621

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. (a) Taxes or assessments that 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; (b) proceedings by a public agency that 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.
2. Any facts, rights, interest or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances or claims thereof, not shown by the Public Record.
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 not shown in 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, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Record.
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. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Subject to underwriting review and approval, some or all of Exceptions 1-7 may be omitted on extended coverage and Eagle policies

(The following exception 8-19 affects Parcel or Parcels No. 1)

8. Taxes for the year 2020 now a lien, not yet due. Tax Parcel No. 10-036-0026 and 10-165-0006 and 10-165-0007 and 10-165-0008 and 10-165-0009 and 10-165-0011 and 10-165-0014
9. General property taxes for the year(s) 2018 are **delinquent** in the principal amount of \$9.47, plus interest, penalty and costs. Tax Parcel No. 10-036-0026 and 10-165-0006 and 10-165-0007 and 10-165-0008 and 10-165-0009 and 10-165-0011 and 10-165-0014

Subsequent delinquency for the year 2019 in the principal amount of \$8.15, plus interest, penalty and costs.

10. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded April 16, 2018 as Entry No. 2915214 of Official Records.
11. Any charge upon the land by reason of its inclusion in West Warren/Warren Water Improvement.
12. Easements and rights of way associated with a canal running over and across or adjacent to the subject property.
13. A Right-of-Way 1 rod wide along the South line of the Northwest Quarter of the Southwest Quarter of said Section 14, as disclosed in Warranty Deed recorded January 24, 2018 as Entry No. 2901751 of Official Records.
14. 20' Irrigation Easement recorded April 26, 2018 as Entry No. 2917414 of Official Records.
15. Reservoir/Irrigation Easement recorded April 26, 2018 as Entry No. 2917415 of Official Records.
16. Temporary Turn-Around Easement recorded May 01, 2018 as Entry No. 2918215 of Official Records.
17. Ordinance No. 23-93, recorded December 17, 1993, as Entry No. 1264028, in Book 1694, at Page 2050 of Official Records.
18. Ordinance No. 17-94, recorded November 25, 1994, as Entry No. 1322791, in Book 1739, at Page 432 of Official Records.

(The following exception affects all of the Land, together with other land not included herein)

19. A Trust Deed With Assignment of Rents dated January 23, 2018 by and between Linda Barrow as Trustor in favor of South Valley Title Insurance, Inc as Trustee and Pinnacle Marketing and Investments/Profit Sharing Plan as Beneficiary, to secure an original indebtedness of \$154,450.00 and any other amounts or obligations secured thereby, recorded January 24, 2018 as Entry No. 2901762 of Official Records.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

The name(s) Linda K. Barrow, has/have been checked for judgments, State and Federal tax liens, and bankruptcies and if any were found, are disclosed herein.

NOTE: 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:

A Deed recorded January 24, 2018 as Instrument No. 2901751 of Official Records.

Executed by: The Family Trust of H. Carl Holley and Sherry K. Holley, H. Carl Holley, Sherry K. Holley, Trustees, dated March 22, 1996
To: Linda K. Barrow

(The following exception 20-44 affects Parcel or Parcels No. 2)

20. Taxes for the year 2019 are Delinquent in the amount of \$1,139.00, plus interest and penalty. Tax Id 10-165-0006. (Lot 6)

Taxes for the year 2019 are Delinquent in the amount of \$1,149.27, plus interest and penalty. Tax Id 10-165-0007. (Lot 7)

Taxes for the year 2019 are Delinquent in the amount of \$1,138.79, plus interest and penalty. Tax Id 10-165-0008. (Lot 8)

Taxes for the year 2019 are Delinquent in the amount of \$1,138.67, plus interest and penalty. Tax Id 10-165-0009. (Lot 9)

Taxes for the year 2019 are Delinquent in the amount of \$1,138.65, plus interest and penalty. Tax Id 10-165-0011. (Lot 11)
21. Any charge upon the Land by reason of its inclusion in West Warren/Warren Water Improvement.
22. A public utility easement along the front 10 feet of said property, as shown on the Official Plat thereof. (Lot 6, 8, 9 and 11)

A public utility easement along the Northeasterly and Southeasterly 10 feet of said property, as shown on the Official Plat thereof. (Lot 7)
23. Any covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions contained within those certain declarations recorded April 26, 2018 as Entry No. 2917417 of Official Records, and any amendments thereto, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenant, condition or restriction violates 42 USC 3604(c).
24. Easements, notes and restrictions as shown on the recorded plat.
25. Said Declaration and/or Covenants, Conditions and Restrictions provide for, among other things, continuing assessments liens (status should be checked by contacting the homeowner's association).

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

26. Non-Exclusive and Exclusive easements which affect the Common Area for "limited Common Areas" and for facilities which are appurtenants to said Lot, as shown on the Record of Survey Map and as set forth in the Declaration, and any Amendments and/or Supplements to such Record of Survey Map and Declaration as referred to herein.
27. Resolution No. 27-2012, a Resolution confirming the tax to be levied for municipal services provided to the Unincorporated Area of Weber County recorded December 13, 2012, as Entry No. 2610456 of Official Records.
28. Rebuild Notice, recorded April 1, 2014, as Entry No. 2680847 of Official Records.
29. Open Space Preservation Plan, recorded April 26, 2018, as Entry No. 2917418 of Official Records.
30. Weber County, Improvements Guarantee Agreement, recorded April 27, 2018, as Entry No. 2917621 of Official Records.
31. Weber County Survey Monumentation Improvement Agreement, recorded April 27, 2018, as Entry No. 2917622 of Official Records.

(The following exception affects Parcel or Parcels No. 10-165-0006)

32. Deed of Easement and Covenant and Restriction for Alternative Onsite Wastewater Treatment Systems, an access easement to the Weber-Morgan Health Department, for the purpose of inspection, emergency repairs or maintenance of the sanitary system, recorded March 1, 2019, as Entry No. 2967746 and Recorded August 7, 2019, as Entry No. 2995763 of Official Records.

(The following exception affects Parcel or Parcels No. 10-165-0007)

33. Deed of Easement and Covenant and Restriction for Alternative Onsite Wastewater Treatment Systems, an access easement to the Weber-Morgan Health Department, for the purpose of inspection, emergency repairs or maintenance of the sanitary system, recorded March 1, 2019, as Entry No. 2967747 of Official Records.

(The following exception affects Parcel or Parcels No. 10-165-0008)

34. Deed of Easement and Covenant and Restriction for Alternative Onsite Wastewater Treatment Systems, an access easement to the Weber-Morgan Health Department, for the purpose of inspection, emergency repairs or maintenance of the sanitary system, recorded March 1, 2019, as Entry No. 2967748 of Official Records.

(The following exception affects Parcel or Parcels No. 10-165-0009)

35. Deed of Easement and Covenant and Restriction for Alternative Onsite Wastewater Treatment Systems, an access easement to the Weber-Morgan Health Department, for the purpose of inspection, emergency repairs or maintenance of the sanitary system, recorded October 25, 2019, as Entry No. 3012416 of Official Records.

(The following exception affects Parcel or Parcels No. 10-165-0011)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

36. Deed of Easement and Covenant and Restriction for Alternative Onsite Wastewater Treatment Systems, an access easement to the Weber-Morgan Health Department, for the purpose of inspection, emergency repairs or maintenance of the sanitary system, recorded October 25, 2019, as Entry No. 3012416 of Official Records.

(The following exception affects all of the Land, together with other land not included herein)

37. A Deed of Trust dated Not Disclosed by and between Barrow Land & Livestock, LLC as Trustor in favor of South Valley Title Insurance, Inc. as Trustee and Royal Enterprises & Leasing, Inc. as Beneficiary, to secure an original indebtedness of \$617,394.30 and any other amounts or obligations secured thereby, recorded March 26, 2018 as Entry No. 2911796 of Official Records.

According to Official Records, the Beneficial Interest of Royal Enterprises & Leasing, Inc. under said Deed of Trust was assigned to Pinnacle Marketing and Investment, Inc., Profit Sharing by that certain Assignment recorded April 10, 2019 as Entry No. 2974064 of Official Records.

38. Notice of Interest, whereas MJM Construction, Inc. hereby claims an interest in said property, recorded December 12, 2017, as Entry No. 2894710 of Official Records.

A Subordination Agreement recorded March 26, 2018, as Entry No. 2911797 of Official Records, wherein the Notice of Interest shown as Exception No. 25 herein was subordinated to the lien of that certain Deed of Trust referred to as Exception No. 24 herein.

(The following exception affects all of the Land, together with other land not included herein)

39. A Notice of Lien dated October 22, 2018 filed by Marsh Construction, LC in the Amount of \$1,518.90 recorded October 22, 2018 as Entry No. 2948217 of Official Records.

Lis Pendens, wherein notice is given that an action has been commenced in the District Court under Case No. 190900923 by Marsh Construction, LC, as Plaintiff, against Justin Barrow; Barrow Land & Livestock; and Does 1-10, as Defendant, to foreclose the herein-above mentioned lien. Said Lis Pendens recorded February 13, 2019 as Entry No. 2965340 of Official Records.

(The following exception affects all of the Land, together with other land not included herein)

40. A Notice of Lien dated October 23, 2018 filed by MJM Construction, Inc. in the Amount of \$124,615.92 recorded October 23, 2018 as Entry No. 2948516 of Official Records.

Lis Pendens, wherein notice is given that an action has been commenced in the District Court under Case No. 180906724 by Barrow Land and Livestock, LLC, et al, as Plaintiff, against MJM Construction, Inc., as Defendant, to foreclose the herein-above mentioned lien. Said Lis Pendens recorded March 8, 2019 as Entry No. 2968987 of Official Records.

(The following exception affects all of the Land, together with other land not included herein)

41. A Notice of Lien dated January 8, 2019 filed by Wasatch Lien Service, LLC in the Amount of \$13,929.84 recorded January 8, 2019 as Entry No. 2960297 of Official Records.

(The following exception affects Parcel or Parcels No. 10-165-0009)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

42. Notice of Interest whereas Don R. Farr does hereby claim and assert an interest in said property, recorded October 25, 2019, as Entry No. 3012416 of Official Records.
43. A Judgement against Justin Barrow and Barrow Land & Livestock as Debtor in favor of Marsh Construction, LC as Creditor in the principal amount of \$13,656.61 and any other amounts due thereunder, filed January 7, 2020, as Case No. 190900923, Second Judicial District Court Clerk's Office.

Said Judgment recorded January 14, 2020, as Entry No. 3028341 of Official Records.

44. Mechanics' and/or Materialmen's Lien claims if either work is started, any material delivered or service rendered, prior to the recordation of the Security Instrument to be insured.

LOSS OF PRIORITY under this provision may jeopardize the Company's ability to insure under an ALTA Lenders Policy.

The State Construction Registry discloses the following Preliminary Notice(s):

Entry # 6325325, filed May 29, 2018 by Oldcastle Precast, Inc..

Entry # 6356115, filed June 12, 2018 by Marsh Construction.

Entry # 6374785, filed June 20, 2018 by Staker & Parson Co.

Entry # 6241707, filed April 17, 2018 by MJM Construction, Inc..

Entry # 6488405, filed August 13, 2018 by Sumsion Construction LC DBA Eckles Paving.

Entry # 6549517, filed September 7, 2018 by Grantie Construction.

Entry # 7367175, filed October 7, 2019 by Boman Kemp Mfg Co..

Entry # 7394093, filed October 18, 2019 by Durrant/Slate Plumbing, Inc..

Entry # 7400939, filed October 21, 2019 by Weber.

Entry # 7407799, filed October 23, 2019 by Colonial Building Supply.

Entry # 7463183, filed November 13, 2019 by Dalton Construction, Inc..

(The following exception 45-56 affects Parcel or Parcels No. 3)

45. Taxes are Exempt. Tax Id 10-165-0014
46. Any charge upon the Land by reason of its inclusion in West Warren/Warren Water Improvement.
47. Public Utility Easements are reserved and shown on the Official Plat thereof.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

48. Any covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions contained within those certain declarations recorded April 26, 2018 as Entry No. 2917417 of Official Records, and any amendments thereto, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenant, condition or restriction violates 42 USC 3604(c).
49. Easements, notes and restrictions as shown on the recorded plat.
50. Said Declaration and/or Covenants, Conditions and Restrictions provide for, among other things, continuing assessments liens (status should be checked by contacting the homeowner's association).
51. Non-Exclusive and Exclusive easements which affect the Common Area for "limited Common Areas" and for facilities which are appurtenants to said Lot, as shown on the Record of Survey Map and as set forth in the Declaration, and any Amendments and/or Supplements to such Record of Survey Map and Declaration as referred to herein.
52. Resolution No. 27-2012, a Resolution confirming the tax to be levied for municipal services provided to the Unincorporated Area of Weber County recorded December 13, 2012, as Entry No. 2610456 of Official Records.
53. Rebuild Notice, recorded April 1, 2014, as Entry No. 2680847 of Official Records.
54. Open Space Preservation Plan, recorded April 26, 2018, as Entry No. 2917418 of Official Records.
55. Weber County, Improvements Guarantee Agreement, recorded April 27, 2018, as Entry No. 2917621 of Official Records.
56. Weber County Survey Monumentation Improvement Agreement, recorded April 27, 2018, as Entry No. 2917622 of Official Records.

The name(s) Barrow Land & Livestock, LL , has/have been checked for judgments, State and Federal tax liens, and bankruptcies and if any were found, are disclosed herein.

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</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Rec Date</u>	<u>Entry No.</u>	<u>Book</u>	<u>Page</u>
-----------------	----------------	----------------	-----------------	------------------	-------------	-------------

NONE

Note: The Eagle owner's policy of title insurance committed to be issued will contain Deductible Amounts and Liability Limits relative to certain Covered Risks found in the policy as follows:

Covered Risk 16 (Subdivision Law Violations) has a deductible of 1% of the Policy Amount or \$2500 whichever is less, and a Maximum Dollar Limit of Liability of \$10,000.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Covered Risk 18 (Building Permits) has a deductible of 1% of the Policy Amount or \$5000 whichever is less, and a Maximum Dollar Limit of Liability of \$25,000.

Covered Risk 19 (Zoning) has a deductible of 1% of the Policy Amount or \$5000 whichever is less, 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 \$2500 whichever is less, and a Maximum Dollar Limit of Liability of \$5,000.

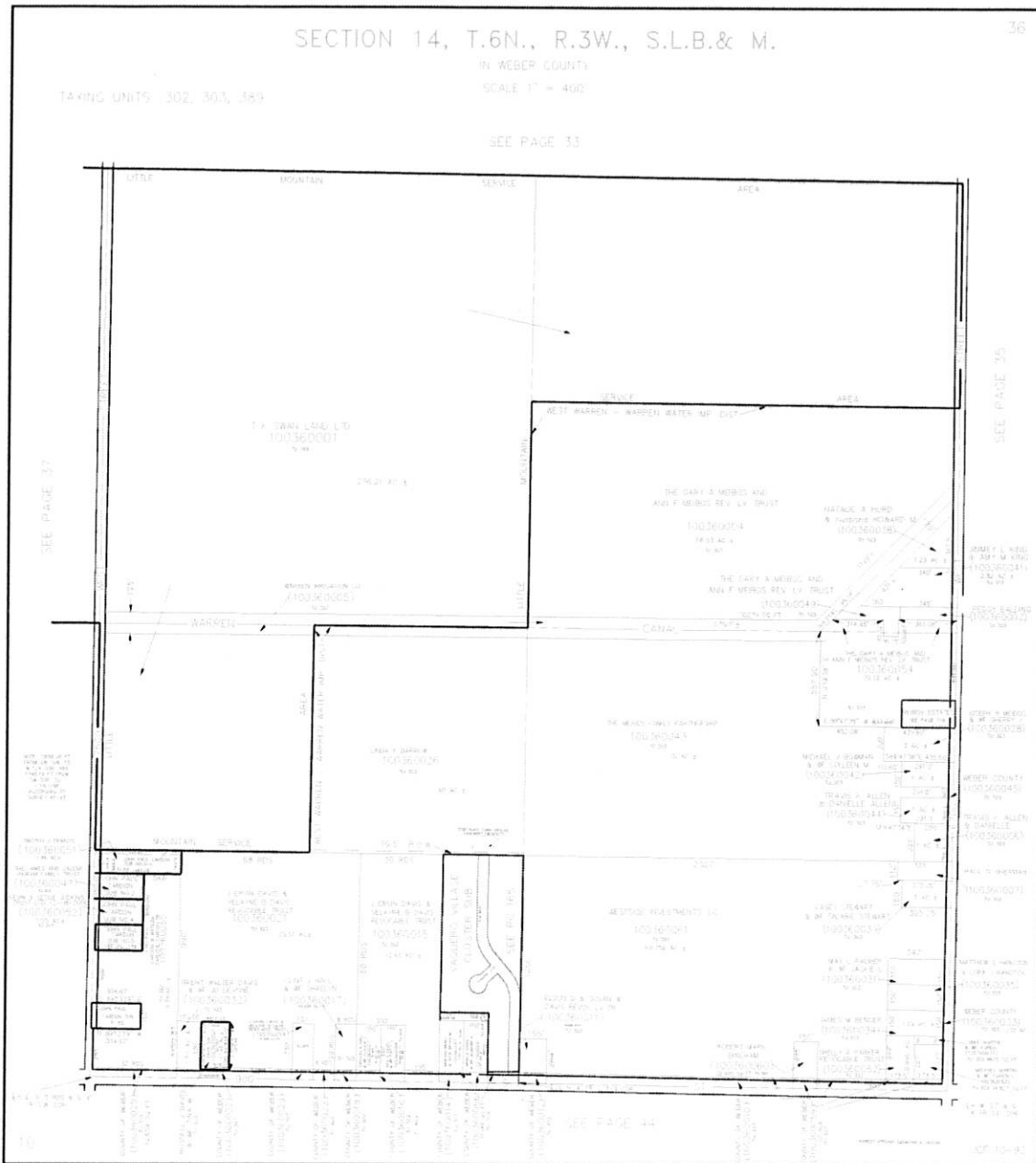
Title inquiries should be directed to Shelly Gwynn @ (801)825-1313.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Description: Weber, UT Assessor Map 10.36 Page: 1 of 1
Order: 1 **Comment:**

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.