



3900
SIERRA
VACANT LAND,

WE-2020-161538 U/A #1
Escrow Officer: JENNY GORING

COMMITMENT FOR TITLE INSURANCE

ISSUED FOR

KELLER WILLIAMS SALT LAKE
2121 SOUTH MCCLELLAND STREET, Suite 201
SALT LAKE CITY UT 84106
SHAD SELMOS

KELLER WILLIAMS SUCCESS REALTY
1572 NORTH WOODLAND PARK DRIVE
LAYTON UT 84040
BEAR PHELPS

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, **WESTCOR LAND TITLE INSURANCE COMPANY** (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.

Westcor Land Title Insurance Company



BY _____ COUNTERSIGNED



By: 
President

Attest: 
Secretary

Logan Office
399 North Main Ste 210
Logan, UT 84321
(435) 753-3500
FAX (435) 753-9726

Brigham Office
960 South Main #2B
Brigham City, Utah 84302
(435) 723-6400
FAX (435) 723-6433

Tremonton Office
781 East Main Ste B
Tremonton, UT 84337
(435) 257-4965
FAX (435) 257-8746

St. George Office
1224 S. River Road Ste. B106
St. George, UT 84790
(435) 674-4000
FAX (435) 674-4004

Morgan Office
175 North State St.
Morgan, UT 84050
(801) 829-3344
FAX (801) 829-4175

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

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
- (f) Schedule B, Part II-Exceptions; and
- (g) a countersignature by the Company or its issuing agent that may be in electronic form.

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.

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

(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.

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 other 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>>.

AMERICAN SECURE TITLE INSURANCE AGENCY

Issued for Westcor Land Title Insurance Company

ALTA Commitment for Title Insurance (8/1/2016)

SCHEDULE A

1. **Commitment Date:** February 13, 2020 at 8:00 AM **Commitment No.** WE-2020-161538 U/A #1

2. Policy (or Policies) to be issued:	AMOUNT	PREMIUM
(a) ALTA OWNER'S POLICY () Proposed Insured: SIERRA HOMES CONSTRUCTION, INC	\$ 5,138,000.00	\$ N/A
(b) ALTA LOAN POLICY (ALTA 2006) Proposed Insured:	\$	\$
(c) OTHER Endorsements	\$	

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 dated, vested in:**

3900 WEST/TAYLOR PARTNERS, LLC
([view](#))

5. **The Land is described as follows: Situated in WEBER County, State of UTAH, to-wit:**

See Attached Exhibit "A"

REFERENCE ONLY: SERIAL NO: 15-078-0001, 15-078-0110, 15-078-0158

Referenced Property Address: VACANT LAND, ,

TKB

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

AMERICAN SECURE TITLE INSURANCE AGENCY

Issued for Westcor Land Title Insurance Company

ALTA Commitment for Title Insurance (8/1/2016)

File No. 161538

**EXHIBIT "A"
LEGAL DESCRIPTION**

PARCEL 1: 15-078-0001

The West 1/2 of the Northwest Quarter of the Northeast Quarter of Section 28, Township 6 North, Range 2 West, Salt Lake Base and Meridian.

PARCEL 2: 15-078-0110

Part of the East half of the Northwest Quarter of Section 28, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. SURVEY, being more particularly described as follows: Beginning at the Northeast corner of the Northwest Quarter of Section 28 and running thence West 74'4"; thence South 150 feet; thence West 290 feet; thence South 20 feet; thence West 180 feet; thence South 186.72 feet; thence West 125 feet; thence North 58.15 feet, more or less, to a point 290.33 feet South of the North Section line of Section 28; thence West 150 feet; thence North 290.33 feet; thence West 500.67 feet, more or less, to the Northwest corner of the East half of the Northwest Quarter of Section 28; thence South 40 chains; thence East 20 chains; thence North 40 chains to the place of beginning.

LESS AND EXCEPTING the following: A tract of land situate in the Northwest Quarter of Section 28, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. SURVEY, WEBER County, Utah, being more particularly described as follows: Commencing at the West Quarter corner of said Section 28; thence South 89°13'14" East 1324.08 feet along the Quarter Section line; thence North 00°46'08" East 33.00 feet to a point on the North line of 2200 South Street, the true point of beginning; thence North 00°46'08" East 968.00 feet along the one sixteenth line; thence South 89°13'14" East 900.00 feet; thence South 00°46'08" West 968.00 feet to a point on the North line of 2200 South Street; thence North 89°13'14" West 900.00 feet along the North line of 2200 South Street to the point of beginning.

ALSO LESS AND EXCEPTING the following: Part of the Northwest Quarter of Section 28, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. SURVEY, being more particularly described as follows: Beginning at a point which is South 89°13'14" East 1324.08 feet from the West Quarter corner of said Section 28, and running thence North 00°46'08" East 33.00 feet to the South line of Equine Estates; thence along said South line extended South 89°13'14" East 900.00 feet; thence South 00°46'08" West 33.00 feet; thence North 89°13'14" West 900.00 feet to the point of beginning.

PARCEL 3: 15-078-0158

Part of the Northwest Quarter of Section 28, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. SURVEY, being more particularly described as follows: Beginning at a point 660 feet South of the Northwest corner of said Quarter Section, and running thence East 27 feet; thence South 408 feet; thence East 244 feet; thence North 408 feet; thence East 1049 feet; thence South 1980 feet; thence West 1320 feet; thence North 1980 feet to the place of beginning, being in the South half of the Northwest Quarter of the Northwest Quarter of said section and the Southwest Quarter of the Northwest Quarter of said section.

(Continued)

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

LESS AND EXCEPTING the following: Part of the Northwest Quarter of Section 28, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. SURVEY, being more particularly described as follows: Beginning at the West Quarter corner of said Section 28; and running thence North 00°49'18" East along the line between the West Quarter corner and the Northwest corner of said Section 28 (said line also being the centerline of 4300 West Street), 1994.38 feet; thence South 89°09'17" East 27.00 feet to a point on the West line of Olivia Subdivision; thence along the boundary of Olivia Subdivision the following 3 courses: (1) South 00°49'10" West 407.99 feet; (2) South 89°10'50" East 244.00 feet; (3) North 00°49'10" East 14.50 feet; thence South 89°10'50" East 304.73 feet; thence South 00°49'20" West 325.87 feet; thence South 02°19'25" West 66.02 feet; thence South 00°49'20" West 120.00 feet; thence North 89°10'40" West 35.00 feet; thence South 00°49'20" West 549.64 feet; thence South 89°15'58" East 374.19 feet; thence South 00°48'39" West 539.28 feet to a point on the line between the West Quarter corner and the East Quarter corner of said Section 28 (said line also being the centerline of 2200 South Street); thence North 89°13'14" West along said line, 913.30 feet to said West Quarter corner, said point also being the point of beginning.

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

AMERICAN SECURE TITLE INSURANCE AGENCY

Issued for Westcor Land Title Insurance Company

CASE NO. 161538

COMMITMENT NO. WE-2020-161538 U/A #1

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.

ITEM (8) Warranty Deed executed by 3900 WEST/TAYLOR PARTNERS, LLC, vesting fee simple title to SIERRA HOMES CONSTRUCTION, INC.

ITEM (8a) Trust Deed or Mortgage executed by SIERRA HOMES CONSTRUCTION, INC, to secure your loan.

ITEM (9) Withdrawal of Farmland Assessment to clear Schedule B, Exception No. 10, attached hereto.

ITEM (10) Property Owner or Lender to provide copies of checks and lien waivers on any preliminary notice as filed on the State Construction Registry.

ITEM (11) Submission of documentation to **AMERICAN SECURE TITLE INSURANCE AGENCY** from all registered entities involved in this transaction to verify the authority to convey or encumber the land.

ITEM (12) This Commitment is subject to approval by Westcor Land Title Insurance Company, and any additional limitations, requirements, and/or exceptions made by Westcor Land Title Insurance Company.

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

AMERICAN SECURE TITLE INSURANCE AGENCY

Issued for Westcor Land Title Insurance Company

CASE NO. 161538

COMMITMENT NO. WE-2020-161538 U/A #1

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, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, 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 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.
8. Any water rights or claims or title to water in or under the land.

NOTE: ITEMS 1 THRU 8 WILL BE ELIMINATED FROM THE LENDERS POLICY AND ITEMS 1 THRU 7 WILL BE ELIMINATED FROM THE "EAGLE OWNERS" POLICY.

9. All assessments and taxes for the year 2020 and thereafter. Taxes for the year 2019 have been paid in the amount of \$29.24. Taxes are due Annually November 30th (Serial No. 15-078-0001) PARCEL 1

All assessments and taxes for the year 2020 and thereafter. Taxes for the year 2019 have been paid in the amount of \$4,840.79. Taxes are due Annually November 30th (Serial No. 15-078-0110) PARCEL 2

All assessments and taxes for the year 2020 and thereafter. Taxes for the year 2019 have been paid in the amount of \$217.92. Taxes are due Annually November 30th (Serial No. 15-078-0158) PARCEL 3

(Continued)

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

AMERICAN SECURE TITLE INSURANCE AGENCY

Issued for Westcor Land Title Insurance Company

CASE NO. 161538

COMMITMENT NO. WE-2020-161538 U/A #1

PAGE: B-2

**SCHEDULE B, PART II
EXCEPTIONS
(Continued)**

10. Subject to the Farmland Assessment roll-back taxes as shown on that certain Application For Assessment And Taxation of Agricultural Land, dated January 8, 2018, by 3900 WEST/TAYLOR PARTNER LLC, as recorded owners, recorded March 15, 2018, as Entry No. 2910002, WEBER County Recorder's Office.

11. Those parties which may seek a mechanics's lien for payment of materials and services performed on said property as found within the Utah State Construction Registry.
(view)

12. Right of Way Easement, in favor of THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, a corporation, its successors, assigns, lessees, licensees and agents, a right of way easement and the right to construct, operate, maintain and remove such communication and other facilities, from time to time, upon, over and across the subject property.

Said easement recorded January 3, 1919, in Book N, at Page 259, WEBER County Recorder's Office.

13. Right of Way Easement, dated , in favor of AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING, its successors, assigns, lessees, licensees and agents, a right of way easement and the right to construct, operate, maintain and remove such communication and other facilities, from time to time, upon, over and across the subject property.

Said easement recorded May 31, 1929, in Book S, at Page 147, WEBER County Recorder's Office. PARCEL 2

14. Right of Way Easement, in favor of AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING, its successors, assigns, lessees, licensees and agents, a right of way easement and the right to construct, operate, maintain and remove such communication and other facilities, from time to time, upon, over and across the subject property.

Said easement recorded July 9, 1929, in Book S, at Page 192, WEBER County Recorder's Office.

15. A right of way, in favor of the UNITED STATES OF AMERICA, for access to a pole line as disclosed by that certain Lease and the terms, conditions and limitations contained therein, recorded June 8, 1946, in Book 241, at Page 367, WEBER County Recorder's Office. PARCEL 3

16. Certificate of Appropriation of Water, recorded May 11, 1966, as Entry No. 473130, in Book 836, at Page 185, WEBER County Recorder's Office. PARCEL 2

17. Right of Way Easement, in favor of THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, a corporation, its successors, assigns, lessees, licensees and agents, a right of way easement and the right to construct, operate, maintain and remove such communication and other facilities, from time to time, upon, over and across the subject property.

Said easement recorded March 15, 1973, as Entry No. 589254, in Book 1019, at Page 52, WEBER County Recorder's Office. PARCEL 1

18. Certificate of Appropriation of Water, recorded May 29, 1984, as Entry No. 909799, in Book 1447, at Page 190, WEBER County Recorder's Office. PARCEL 2

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

AMERICAN SECURE TITLE INSURANCE AGENCY

Issued for Westcor Land Title Insurance Company

CASE NO. 161538

COMMITMENT NO. WE-2020-161538 U/A #1

PAGE: B-2

**SCHEDULE B, PART II
EXCEPTIONS
(Continued)**

19. Agreement, dated November 16, 1990, by and between the STATE OF UTAH, acting through the BOARD OF WATER RESOURCES and the WILSON IRRIGATION COMPANY, recorded May 17, 1996, as Entry No. 1406857, in Book 1806, at Page 2976, WEBER County Recorder's Office.
20. Easement to Use Distribution System, dated October 25, 1990, in favor of the STATE OF UTAH, acting through the BOARD OF WATER RESOURCES, recorded May 17, 1996, as Entry No. 1406858, in Book 1806, at Page 2985, WEBER County Recorder's Office.
21. Easement and Conditions Irrigation Pipeline, recorded June 16, 1997, as Entry No. 1477342, in Book 1867, at Page 119, WEBER County Recorder's Office. PARCELS 1 and 2
22. Perpetual Easement, in favor of the CENTRAL WEBER SEWER IMPROVEMENT DISTRICT, recorded February 8, 2001, as Entry No. 1750929, in Book 2115, at Page 1397, WEBER County Recorder's Office. PARCELS 2 and 3

And recorded February 8, 2001, as Entry No. 1750930, in Book 2115, at Page 1401, WEBER County Recorder's Office.

And recorded February 8, 2001, as Entry No. 1750931, in Book 2115, at Page 1408, WEBER County Recorder's Office.

And recorded February 8, 2001, as Entry No. 1750932, in Book 2115, at Page 1412, WEBER County Recorder's Office.

And recorded February 8, 2001, as Entry No. 1750934, in Book 2115, at Page 1427, WEBER County Recorder's Office.

And recorded February 8, 2001, as Entry No. 1750935, in Book 2115, at Page 1433, WEBER County Recorder's Office.

And recorded February 8, 2001, as Entry No. 1750936, in Book 2115, at Page 1439, WEBER County Recorder's Office.

And recorded February 8, 2001, as Entry No. 1750937, in Book 2115, at Page 1445, WEBER County Recorder's Office.

And recorded February 8, 2001, as Entry No. 1750938, in Book 2115, at Page 1451, WEBER County Recorder's Office.
23. Perpetual Easement, in favor of the CENTRAL WEBER SEWER IMPROVEMENT DISTRICT, recorded March 13, 2001, as Entry No. 1757393, in Book 2122, at Page 2402, WEBER County Recorder's Office.

And recorded March 13, 2001, as Entry No. 1757394, in Book 2122, at Page 2407, WEBER County Recorder's Office. PARCELS 2 and 3

(Continued)

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

AMERICAN SECURE TITLE INSURANCE AGENCY

Issued for Westcor Land Title Insurance Company

CASE NO. 161538

COMMITMENT NO. WE-2020-161538 U/A #1

PAGE: B-2

**SCHEDULE B, PART II
EXCEPTIONS
(Continued)**

24. Perpetual Easement, in favor of the CENTRAL WEBER SEWER IMPROVEMENT DISTRICT, recorded April 3, 2001, as Entry No. 1761823, in Book 2128, at Page 1312, WEBER County Recorder's Office. PARCELS 2 and 3
25. Right of Way Easement, dated March 7, 2017, in favor of PACIFICORP, an Oregon corporation dba ROCKY MOUNTAIN POWER, its successors, assigns, lessees, licensees and agents, a right of way easement and the right to construct, operate, maintain and remove such communication and other facilities, from time to time, upon, over and across the subject property.

Said easement recorded March 8, 2017, as Entry No. 2846038, WEBER County Recorder's Office. PARCEL 2
26. Temporary Turn Around Easement, dated June 14, 2018, in favor of THE PUBLIC, recorded June 14, 2018, as Entry No. 2925894, WEBER County Recorder's Office. PARCEL 3
27. Restrictive Covenants for SUNSET EQUESTRIAN CLUSTER SUBDIVISION, 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 covenants, conditions, or restrictions violate 42 USC 3604 (c), recorded July 20, 2018, as Entry No. 2931911, WEBER County Recorder's Office.
(view)
28. Memorandum of Site Lease Acknowledgment (Lease), recorded September 12, 2000, as Entry No. 1726060, in Book 2090, at Page 2925, WEBER County Recorder's Office. PARCEL 3
29. Resolution No. 27-2012, 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, recorded December 13, 2012, as Entry No. 2610456, WEBER County Recorder's Office.
30. Certificate of Creation of the NORTHERN UTAH ENVIRONMENTAL RESOURCE AGENCY, and any assessments levied thereunder, recorded January 20, 2015, as Entry No. 2718461, WEBER County Recorder's Office.
31. Certificate of Creation pertaining to the WESTERN WEBER PARK DISTRICT, recorded August 1, 2017, as Entry No. 2870841, WEBER County Recorder's Office.
32. The effects of easements, restrictions, reservations, covenants, conditions, notes, building set-back lines, and rights of way for roads, ditches, canals, streams, rivers, telephone and transmission lines, drainage, utilities or other incidental purposes, over, under or across said property, which are of record or which may be ascertained by an inspection or accurate survey, including, without limitation, any easements, notes, restrictions, building site requirements, setback lines, or rights of way provided for in the official plat map or of record, if any.
33. Excepting all water, water rights, claims or title to water.
34. Excepting any reference or reservation to or coverage for all minerals and mineral rights, including but not limited to oil, gas, sand, gravel, earth or rocks, together with appurtenant leases, easements, options or other instruments appertaining to mineral or mineral rights.

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

AMERICAN SECURE TITLE INSURANCE AGENCY

Issued for Westcor Land Title Insurance Company

CASE NO. 161538

COMMITMENT NO. WE-2020-161538 U/A #1

PAGE: B-2

**SCHEDULE B, PART II
EXCEPTIONS
(Continued)**

35. Subject to the Rights of parties in possession of the land under unrecorded leases, rental or occupancy agreements and any claims or interests arising thereunder.
36. Any matters that may be disclosed by a current and accurate survey of the Land.
37. SUBJECT TO UNDERWRITER APPROVAL.
38. Property is located within Tax District 516 , WEBER County and is subject to the charges and assessments levied thereunder.

SEE ATTACHED PLAT ADDED AS A REFERENCE ONLY.

[\(view\)](#)

NOTE: Judgments have been searched in the name(s) of:

1. SIERRA HOMES CONSTRUCTION, INC
2. 3900 WEST/TAYLOR PARTNERS, LLC

No unsatisfied judgments which, in the opinion of the Company would constitute liens against the subject property, were found of record.

For inquiries concerning exceptions found in the Commitment, please contact MARK LEISHMAN at 435-753-3500.

Your order has been assigned to JENNY GORING at our Tremonton Escrow Office, located at 781 East Main Suite B; Tremonton, Utah 84337 for a Full Service Escrow . For questions concerning your Escrow, contact JENNY at (435)257-5176 or by email at jgoring@americansecure.com.

NOTE: ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE TITLE INSURANCE ARBITRATION RULES OF THE AMERICAN LAND TITLE ASSOCIATION (ALTA). A COPY OF SAID RULES ARE AVAILABLE ON REQUEST FROM THE COMPANY. 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.

The Land described in this Commitment for Title Insurance 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 proposed 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.

(Continued)

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

AMERICAN SECURE TITLE INSURANCE AGENCY

Issued for Westcor Land Title Insurance Company

CASE NO. 161538

COMMITMENT NO. WE-2020-161538 U/A #1

PAGE: B-2

**SCHEDULE B, PART II
EXCEPTIONS
(Continued)**

AMERICAN SECURE TITLE INSURANCE AGENCY is furnishing the following limited chain of title which is not a component of the commitment and related reports. This chain is being furnished for informational purposes only and is neither guaranteed or warranted by **AMERICAN SECURE TITLE INSURANCE AGENCY**, nor is it binding upon **AMERICAN SECURE TITLE INSURANCE AGENCY**, its agents, or assigns.

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:

NONE

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