

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Company, LLC
5929 S. Fashion Pointe Drive, Suite 120, South Ogden, UT 84403
Phone: (801)479-6600 | Fax: (866)464-4408

FSBO
Attn:

July 24, 2013
Order Number: 338-5575072

RE: To Be Determined

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

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

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

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

Underwritten by:

First American Title Insurance Company



Dennis J. Gilmore
President



Timothy Kemp
Secretary



SCHEDULE A

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: **Penny Jenkins at (801)479-6600 located at 5929 S. Fashion Pointe Drive, Suite 120, South Ogden, UT 84403.**

Effective Date: **July 02, 2013** at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 2006 Standard Owner's for \$TBD **PREMIUM \$TBD**

Proposed Insured:

To Be Determined

ALTA 2006 Extended Lender's for \$TBD **PREMIUM \$TBD**

Proposed Insured:

To Be Determined

Endorsements **PREMIUM \$**

2. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

Leon W and Phyllis M Greenwell Family Trust

3. The land referred to in this Commitment is located in Weber County, UT and is described as:

PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN: BEGINNING AT A POINT 1021 FEET MORE OR LESS, WEST ALONG THE QUARTER SECTION LINE AND NORTH 33 FEET FROM THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER SAID POINT OF BEGINNING BEING THE SOUTHEAST CORNER OF LOT 1, GOFF SUBDIVISION THENCE NORTH 01°03'12" EAST 413.68 FEET, THENCE NORTH 34°26'03" EAST 87.19 FEET THENCE NORTH 05°28'32" EAST 256.12 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID GOFF SUBDIVISION THENCE EAST 156.52 FEET, THENCE SOUTH 763.44 FEET, MORE OR LESS, TO THE NORTH LINE OF 1400 SOUTH STREET, THENCE WEST ALONG THE NORTH LINE OF SAID STREET 229.3 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

Said property is also known by the street address of:
3650 West 1400 South, Ogden, UT 84401

**SCHEDULE B - Section 1
Requirements**

The following are the requirements to be complied with:

- (A) Pay us the premiums, fees and charges for the policy. In the event the transaction for which this commitment is furnished cancels, a cancellation fee may be imposed.
- (B) Provide us with releases, reconveyances or other instruments, acceptable to us, including payment of any amounts due, removing the encumbrances shown in Schedule B-2 that are objectionable to the proposed insured.
- (C) 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.
- (D) After we have received the information requested in these requirements, together with any other information about the transaction, we will have the right to add requirements to this Schedule B-1 or special exceptions to Schedule B-2.
- (E) 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.
- (F) Provide Insurer with a copy of the Declaration of Trust/Trust Agreement for Leon W and Phyllis M Greenwell Family Trust together with all amendments thereto.
- (G) Approval by the Company's Underwriter of the contents hereof and satisfaction of any conditions or requirements imposed thereby.

**SCHEDULE B - Section 2
Exceptions**

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easements or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments and any other facts which a correct survey would disclose, and which are not shown by public records.
5. Patented and unpatented mineral and/or mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. 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 the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
8. Taxes for the year 2013 now a lien, not yet due. General property taxes for the year 2012 were paid in the amount of \$ 1,882.89. Tax Parcel No. 15-058-0008.

General property taxes for the year 2013 have been partially prepaid in the amount of \$1,442.11. Tax Parcel No. 15-058-0008.
9. Any charge upon the land by reason of its inclusion in Taylor/West Weber Culinary Water.
10. Request for Combination recorded April 18, 2005 as Entry No. 2097350 of Official Records.

(The following affects a portion of the land)

11. Trust Deed dated April 15, 2005 by and between Phyllis M. Greenwell and Leon W. Greenwell as Trustor in favor of America First Federal Credit Union as Trustee and America First Federal Credit Union as Beneficiary, to secure an original indebtedness of \$25,000.00 and any other amounts or obligations secured thereby, recorded April 19, 2005 as Entry No. 2097791 of Official Records.

A Purported Deed of Reconveyance recorded October 22, 2012 as Entry No. 2601721 of Official Records.

NOTE: Said document appears to contain an incorrect or incomplete legal description.

(The following affects the Easterly portion of said land)

12. The legal description contained in that certain Quit-Claim Deed executed by Gary Greenwell and Jill Greenwell, in favor of Jill Greenwell and Gary Greenwell, wife and husband, recorded November 05, 2010 as Entry No. 2500863 of Official Records, overlaps and conflicts with the land described herein.
13. 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.
14. Easements and rights of way associated with a railroad running over and across or adjacent to the subject property.
15. The fact that the legal description of land described herein does not affect a mathematical closure.
16. Any prior reservations and/or any minerals in or under said land including, but not limited to metals, oil, gas, coal, stone and mineral rights, mining rights, lease rights and easement rights or other matters relating thereto, whether expressed or implied.

The name(s) Leon W. Greenwell, Phyllis M. Greenwell, Leon W and Phyllis M Greenwell Family Trust, has/have been checked for judgments, State and Federal tax liens, and bankruptcies and if any were found, are disclosed herein.

Title inquiries should be directed to Larry Bond @ (801)578-8835.

NOTE: The policy(ies) to be issued as a result of this Commitment contain an Arbitration Clause set forth in the Conditions/Conditions and Stipulations Section. The following is included for the information of the proposed insured(s):

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 Association or other recognized arbitrator, a copy of which is 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.

In the event the transaction for which this commitment was ordered "cancels", please refer to Paragraph B under Schedule B, Section 1 for required cancellation fee.

CONDITIONS

1. DEFINITIONS

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

2. LATER DEFECTS

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

3. EXISTING DEFECTS

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

4. LIMITATION OF OUR LIABILITY

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

comply with the Requirements

or

eliminate with our written consent any Exceptions shown in Schedule B

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

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

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



First American Title

First American Title Company, LLC

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from public records or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our web site at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial services providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products and services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.