TITLE INSURANCE COMMITMENT ISSUED BY

Lincoln

TITLE INSURANCE AGENCY

4723 Harrison Boulevard, Suite 101 Ogden, Utah 84403

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

RE: Lynn J. Wood and Dana J. Wood

August 21, 2013 File No: 023397

Attention:

Old Republic National Title Insurance Company, a Minnesota 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.

All liability and obligation under this Commitment shall cease and terminate six (6) 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.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued through the Office of:

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company 400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111

Authorized Signature

Ву

President

Attest

Secretary

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 and Stipulations.
- 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 Stipulations 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/.

TITLE INSURANCE COMMITMENT SCHEDULE A

Escrow/Closing inquiries should be directed to your Escrow Officer: **Eric Iverson** via email eiverson@lincolntitle.us or at (801)479-4699.

- 1. Commitment Date: August 07, 2013 at 7:30 AM
- 2. Policy (or Policies) to be issued:

POLICY AMOUNT

PREMIUM

(a) ALTA STANDARD OWNER'S POLICY

Proposed Insured:

REPORT FOR INFORMATIONAL PURPOSES ONLY, NOT A COMMITMENT

(b) ALTA 2006 LOAN POLICY

Proposed Insured:

Proposed Borrower:

- (c) Endorsements:
- 3. The estate or interest in the land described or referred to in this commitment and covered herein is Fee Simple and title thereto is at the effective date hereof yested in:
 - Lynn J. Wood and Dana Wood, husband and wife as to Lot 19 and;
 - Lynn J. Wood and Dana J. Wood as to Lot 20.
- 4. The land referred to in the Commitment is described as follows:

Lot 19 and 20, Causey Estates Subdivision No. 1, Weber County, Utah, according to the official plat thereof.

Property Address: 15278 and 15308 East Aspen Circle Lot 19 and 20, Huntsville, UT 84317

TITLE INSURANCE COMMITMENT

SCHEDULE B - SECTION I REQUIREMENTS

The following requirements must be met:

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

TITLE INSURANCE COMMITMENT

SCHEDULE B - SECTION II EXCEPTIONS

GENERAL EXCEPTIONS

1. Defects in liens, encumbrances, adverse claims or other matters, if any, created, first appearing the public records or attaching subsequent to the effective date hereof but prior to the date proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

SPECIAL EXCEPTIONS:

1. Water rights, claims to water or water rights, whether or not shown in the public records.

STANDARD EXCEPTIONS

- 2. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessment on real property or by the public records.
- 3. 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, or claiming to be in possession, thereof.
- Easements, liens, encumbrances, or claims of easements, liens or encumbrances which are not shown by the public records.
- 5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 6. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; Indian treaty or aboriginal rights including, but not limited to, easements or equitable servitudes.
- 7. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
- 8. Any service, installation, connection, maintenance, or construction charges for sewer, water, electricity, or garbage

Exceptions 2-8 will be omitted on extended coverage loan policy

- 9. General taxes for the year 2013 are accruing as a lien but not yet due and payable. 2012 taxes were paid in the amount of \$2,834.27. Serial No. 23-059-0011. (Lot 19)
- 10. General taxes for the year 2013 are accruing as a lien but not yet due and payable. 2012 taxes were paid in the amount of \$1,112.57. Serial No. 23-059-0012. (Lot 20)
- 11. Said property is located within the boundaries of Weber Basin Water Conservancy District, Weber County Fire Protection Service Area No. 4, Ogden Valley Natural Gas Improvement District, Weber County and the Weber Area Dispatch 911 and Emergency Services District, and is subject to the charges and assessments levied thereunder.
- 12. Resolution No. 27-2012 confirming the tax to be levied for municipal services provided to the unincorporated area of Weber County and describing the services to be provided therein, recorded December 13, 2012 as Entry No. 2610456, records of Weber County, Utah.
- 13. Any and all outstanding oil and gas, mining and mineral rights, etc., together with the right of the proprietor of a vein or lode to extract his ore therefrom should the same be found to penetrate or intersect the premises and the right of ingress and egress for use of said rights.

- 14. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.
- 15. Subject to easements, building setback lines, restriction, dedications or offer for dedications if any, conditions of approval if any, and notes if any, all as set forth on the recorded plat.
- 16. Access to subject property is via private road.
- 17. Any unpaid charges or assessments for the maintenance of the private road which services the property described herein.
- 18. Protective Covenants recorded December 4, 1973 as Entry No. 605779, in Book 1041, at Page 110, records of Weber County, Utah.
 - Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).
- Causey Estates Lot Owners Association Articles of Incorporation, Bylaws and Protective Covenants recorded May 25, 2006 as Entry No. 2182199, records of Weber County, Utah.
 - Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).
- 20. Notice of Homeowners Association by Causey Estates Lot Owners Association, and any charges and/or assessments levied thereunder, recorded May 25, 2006 as Entry No. 2182200, records of Weber County, Utah.
- 21. Notice of Non-Compliance by the Weber County Building Inspection Department, recorded August 21, 2009 as Entry No. 2430882, records of Weber County, Utah. Description of Violation: Setback must be proven, required inspections not completed, no occupancy granted. (Affects Lot 19)

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

Lynn Wood and Dana Wood

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

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

ORT Privacy Policy 12.02.2008 OLD REPUBLIC NATIONAL TITLE INSURANCE AGENCY PRIVACY POLICY NOTICE PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Old Republic National Title Insurance Company.

We may collect nonpublic information about you from the following sources:

Information we received from you such as on applications or other forms.

Information about your transactions we secure from our files, or from others.

Information we receive from a consumer reporting agency.

Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint market agreements:

Financial services providers such as companies engaged in banking, consumer finance, securities and insurance. Non-financial companies such as envelope stuffers and other fulfillment service providers.

We do not disclose any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.

We restrict access to nonpublic information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

CAUSEY ESTATES SUBDIVISION NO. 1

	8 8 8	ACKNOMLEDGEMENT State	Con Con	the addition of the many control of the many c	ATTON AT
		COUNTY PLANNING COMMISSION desproved by the Order County Planers of Commission on the 12 day states with the County Planers of County County Lorent Market States of County County Lorent Market States of County County Lorent Market States of County County County Planning Commission on the 12 day	Note: He owners dedicating this plat been by secret the scale of the plat of the scale of the owner, the owner, the scale of the scale	BOUNDARY DESCRIPTION A part of Scilors, II f. II., T. W., P.S., S. L. S. M., U. S. SURVEY: ORTHWAY AND DE SOURCES COMEY SAN SCILOR, M. U. S. SURVEY: ORTHWAY AND DESCRIPTION OF COMEY SAN SCILOR, M. U. S. SURVEY OF SCILOR SAN SCILOR SAN SAN SCILOR SAN SAN SOURCE COME A SON SAN SENSON SAN SAN SAN SAN SAN SAN SAN SAN SAN SA	PART OF SECTIONS 11 8 14, T6N, R3E, SLB BM, U.S. SURVEY — CLUSTER SUMMER HOME SUBDIVISION—
SHEET NO / OF 4 18-16	EOSO13 Add to TELL AND RECORDERS AS A TOTAL TO THE SECOND	Them executed the proposed plat of Charles foods as Subdivision of the Control of Charles food and Control of Charles for the Charles and of the Control of the Control of the Charles for th	Signed the 15 day of Mor. 1978 The Signed with Maland Signed with Maland COUNTY APPROVAL This is to certify that the spell and before of the sold Aren edity approved and the spell and before of the sold Aren edity approved and the spell and before of the sold Aren edity approved and the spell and before of the sold Aren edity approved and the spell and spell and spell approved and spell and spell approved and the spell approved and spell approved and spell approved and spell approved and spell approved approved and spell approved approved and spell approved approve	Signed Chieff day of North 1975 2490 License No COUNTY ENGINEER I hardy withy that I have confident annulyable the three of decrease that the first part (the first part) that the confident part is the description of the cartie the control and the days of decrease the confidence and the days of the carties of the car	Utak Med Alegar



