



MOUNTAIN VIEW
TITLE & ESCROW CO.

First American Title Insurance Company

Case No: 125072

COMMITMENT

SCHEDULE A

1. Effective Date: November 19, 2013 at 7:00 A.M.

2. Policy or Policies to be issued:

(a) ALTA Owner's Policy -- 6/17/06

Amount - 0 -

Proposed Insured: NONE

(b) ALTA Loan Policy -- 6/17/06

Amount - 0 -

Proposed Insured: NONE

3. Title to the Fee Simple estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in:

**Kathleen V. Buck and Romney H. Buck, Trustees of the Kathleen V. Buck Family Protection Trust,
dated the 27th day of February, 2004**

4. The land referred to in the Commitment is located in **Weber County, State of Utah** and is described as follows:

SEE ATTACHED EXHIBIT "A"

Property Address:

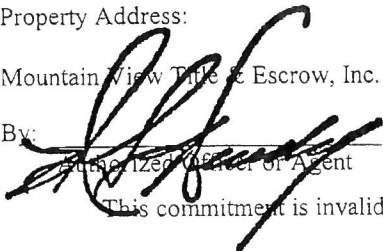
Raw Ground, , Utah

Mountain View Title & Escrow, Inc.

Escrow Officer: Kerri Jo Christoffersen

By:

Countersigned at Ogden, Utah


Authorized Officer or Agent

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule A consists of 2 page(s)

EXHIBIT "A"

PART OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 28; RUNNING THENCE SOUTH 600 FEET; THENCE WEST 20 CHAINS; THENCE NORTH 355.19 FEET TO THE SOUTH LINE OF BLUE ACRES SUBDIVISION, THENCE SOUTH 89D13'14" EAST 205.99 FEET THENCE NORTH 00D46'46" EAST 211.81 FEET, THENCE SOUTH 89D13'14" EAST 60 FEET, THENCE SOUTH 00D46'46" WEST 211.81 FEET, THENCE SOUTH 89D13'14" EAST 207.34 FEET, THENCE NORTH 00D35'52" EAST 244.81 FEET, THENCE EAST 846.66 FEET TO THE POINT OF BEGINNING.



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Case No. 125072

COMMITMENT

SCHEDULE B - Section I

Requirements

The following are the requirements to be complied with:

- Item a) Payment to or for the account of the grantors or mortgagors or the full consideration for the estate or interest to be insured.
- Item b) Proper instrument(s) creating the estate or interest to be insured executed and duly filed for record, to-wit:

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule B1 consists of 1 page(s)



COMMITMENT

SCHEDULE B - Section II

Exceptions

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

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. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
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 Records.
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.

EXCEPTIONS 1 THROUGH 6 WILL NOT APPEAR IN THE MORTGAGE POLICY TO BE ISSUED
HEREUNDER.

7. Taxes for the year 2013 have been paid in the amount of \$154.47.
SERIAL NUMBER: 15-078-0068

Lien arising as of 12 o'clock noon of January 1 for any unpaid personal property taxes which may be listed against the property described herein

8. Said property is included within the following boundaries and is subject to any charges and assessments levied by them as a result of services provided.

GENERAL FUND, G O BOND FUND, LIBRARY, WEBER SCHOOL DISTRICT, STATEWIDE SCHOOL BASIC LEVY, MOSQUITO ABATEMENT DISTRICT, WEBER BASIN WATER - GENERAL, WEST WEBER / TAYLOR CEMETERY DISTRICT, WEBER / MORGAN HEALTH, TAYLOR / W WEBER CUL WATER DISTRICT, JUDGMENT LEVY - W.C., PARAMEDIC FUND, WEBER FIRE DISTRICT, STATE ASSESS & COLLECT / MULTI CO, ASSESS & COLLECT / COUNTY, UNINCORP WEBER COUNTY, WEBER SCHOOL DIST JUDGMENT LEVY, WEBER AREA DISPATCH 911 AND EM. SERV. DIST.-(S-S), WEBER FIRE G.O. BOND - 2006 SERIES

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule B2 consists of 3 page(s)



COMMITMENT

SCHEDULE B - Section II

Exceptions

9. Subject to all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines, and right of way and easements thereof.

10. 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

Entry Number: 1406857

Book: 1806 Page: 2976

(NO EXACT LOCATION)

EASEMENT TO USE DISTRIBUTION SYSTEM

Dated: October 25, 1990

Grantor: WILSON IRRIGATION COMPANY

Grantee: STATE OF UTAH ACTING THROUGH THE BOARD OF WATER RESOURCES

Location: NO EXACT LOCATION

Purpose: AN EASEMENT TO USE THE EXISTING WATER DISTRIBUTION SYSTEM OF CANALS,
DITCHES, PIPELINES AND ALL APPURTENANT WORKS AND FACILITIES OF THE WEBER-BOX
ELDER CONSERVATION DISTRICT.

Recorded: May 17, 1996

Entry Number: 1406858

Book: 1806 Page: 2985

11. A twenty (20) foot Easement in favor of the Central Weber Sewer Improvement District along the Northerly property as disclosed in various easements recorded with the Weber County Records office.
12. Any easements and/or right of ways to maintain an existing canal running diagonally through said property as disclosed by a visual inspection.
13. APPLICATION FOR ASSESSMENT AND TAXATION OF AGRICULTURAL LAND 1969 FARMLAND ASSESSMENT ACT
Recorded: January 12, 2006
Entry Number: 2154306
14. NOTE: NO EXISTING DEED OF TRUST APPEARS OF RECORD. IF THIS INFORMATION IS NOT CORRECT, PLEASE NOTIFY THE COMPANY AS SOON AS POSSIBLE TO PROVIDE INFORMATION REGARDING THE EXISTING LOAN.
15. SUBJECT TO THE TERMS, CONDITIONS AND/OR RESTRICTIONS OF THAT CERTAIN KATHLEEN V. BUCK FAMILY PROTECTION TRUST, DATED THE 27TH DAY OF FEBRUARY, 2004, AS DISCLOSED AS ENTRY NO. 2134082, OF WEBER COUNTY RECORDS.

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule B2 consists of 3 page(s)



COMMITMENT

SCHEDULE B - Section II

Exceptions

16. JUDGMENTS WERE CHECKED AGAINST THE FOLLOWING NAMES AND NONE WERE FOUND TO BE OF RECORD:

KATHLEEN V. BUCK
ROMNEY H. BUCK

17. A 24 MONTH VESTING CHAIN OF TITLE HAS BEEN DONE AND THE FOLLOWING ITEMS WERE FOUND TO BE OF RECORD.

NONE

18. NOTICE TO APPLICANT: THE LAND HEREIN MAY BE SERVICED BY CITIES, IMPROVEMENT DISTRICTS, OR UTILITY COMPANIES THAT PROVIDED MUNICIPAL TYPE SERVICES FOR WATER, SEWER, ELECTRICITY OR OTHER SERVICES THAT DO NOT RESULT IN A LIEN, BUT FOR WHICH SERVICES MAY BE TERMINATED IN THE EVENT OF NON-PAYMENT OF SERVICE CHARGES TO DATE OR TRANSFER FEES. ALTHOUGH THE COMPANY ASSUMES NO LIABILITY THEREFORE, YOU ARE URGED TO MAKE INVESTIGATION INTO SUCH MATTERS.
19. NOTE: ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION. YOU MAY REVIEW A COPY OF THE ARBITRATION RULES AT <http://www.alta.org>. 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.

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule B2 consists of 3 page(s)

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

First American Title Insurance Company, a CA corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate go days 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, First American 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.

First American Title Insurance Company

By  President

Attest  Secretary



By:
Authorized Signatory

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/>.

S.W. 1/4
SECTION 28, T.6N., R.2W., S.L.B. & M.

78-3

TAXING UNIT: 53, 377

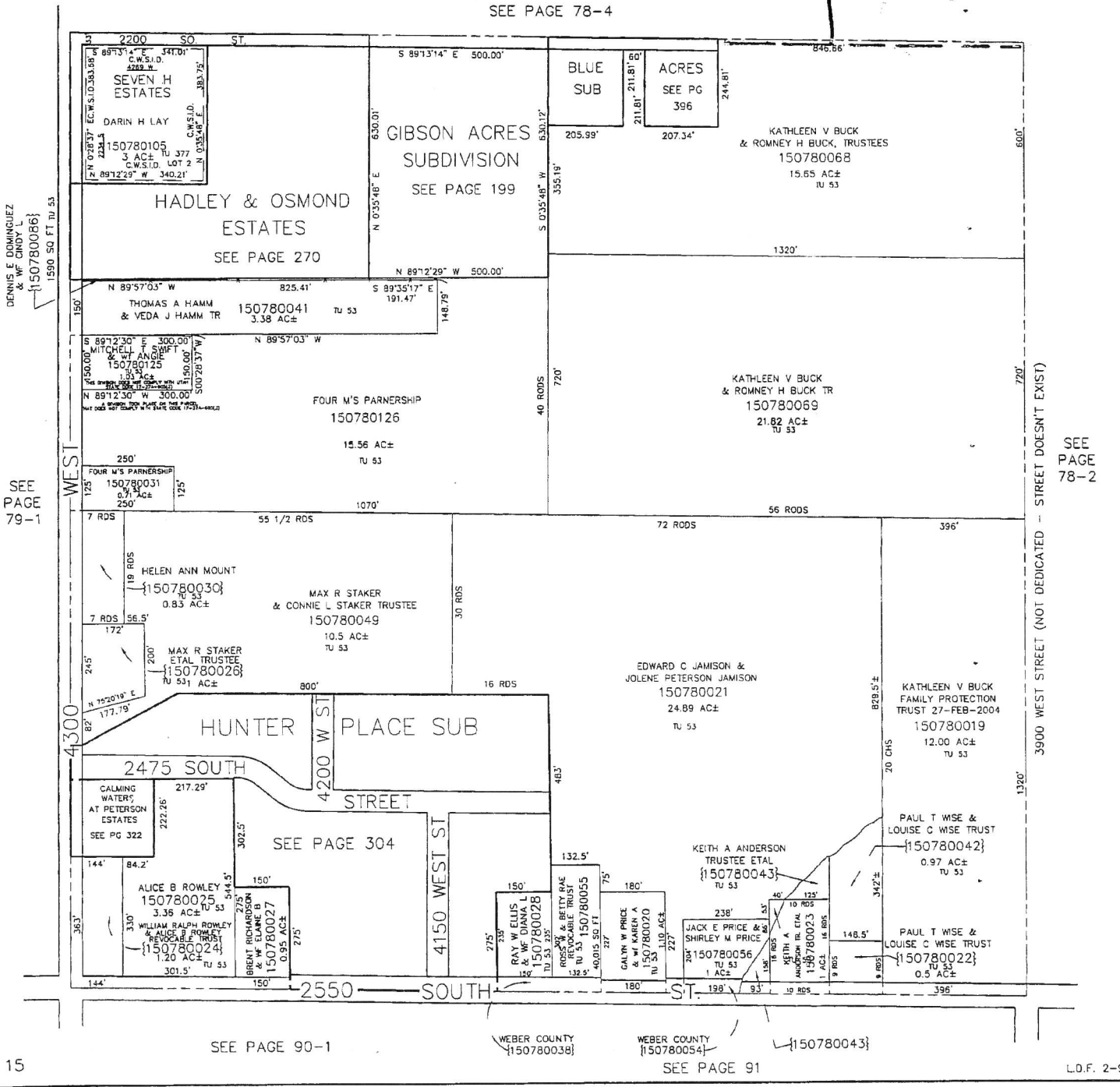
IN WEBER COUNTY

SCALE 1" = 200'

SEE PAGE 78-4

*Central Weber
Sewer Eas*

PROPERTY



SEE PAGE 79-1

SEE PAGE 78-2

SEE PAGE 90-1

WEBER COUNTY {150780038}

WEBER COUNTY {150780054}

{150780043}

SEE PAGE 91

L.O.F. 2-92