

TITLE INSURANCE COMMITMENT
ISSUED BY

Lincoln

TITLE INSURANCE AGENCY
2225 Washington Boulevard, Suite 110
Ogden, Utah 84401
PHONE: (801) 479-4699 FAX: (801) 479-7417

RE:

June 20, 2014
File No: 024368

Attention:

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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 the 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 that 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

BY

Carl B. Johnson

PRESIDENT

ATTEST

Misty H. Hiley

SECRETARY



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:

NOTE: THE OWNERS POLICY OF TITLE INSURANCE COMMITTED TO BE ISSUED WILL CONTAIN DEDUCTIBLE AMOUNTS AND LIABILITY LIMITS RELATIVE TO CERTAIN COVERED RISKS AS FOLLOWS:

COVERED RISK 16 (Subdivision Law Violations) has a deductible of 1% of the Policy Amount or \$2,500, whichever is lesser, and a Maximum Dollar Limit of Liability of \$10,000.

COVERED RISK 18 (Building Permits) has a deductible of 1% of the Policy Amount or \$5,000, whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.

COVERED RISK 19 (Zoning) has a deductible of 1% of the Policy Amount or \$5,000, whichever is lesser, 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 \$2,500, whichever is lesser, and a Maximum Dollar Limit of Liability of \$5,000.

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**SCHEDULE B - SECTION II
EXCEPTIONS**

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

1. The lien of real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
2. Any facts, rights, interests, or claims that are not shown in the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Easements, claims of easement or encumbrances that are 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 that are not shown in the public records.
5. Unpatented 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 theretofore or hereafter furnished, imposed by law and not shown in the public records.
7. Defects, liens, encumbrances, adverse claims or other claims, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.

Exceptions 1-7 will be omitted on extended coverage loan policy

8. General taxes for the year 2014 are accruing as a lien but not yet due and payable. 2013 taxes were paid in the amount of \$2,331.25. Serial No. 22-144-0026.
9. Said property is located within the boundaries of Weber Basin Water Conservancy District, Weber County Fire Protection Service Area No. 4, Weber County Service Area No. 5, Ogden Valley Natural Gas Improvement District, Liberty Park and the Weber Area Dispatch 911 and Emergency Services District, and is subject to the charges and assessments levied thereunder.
10. 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.
11. 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.
12. All non-exclusive and exclusive easements and rights of ways which affect the Common Area, and which are appurtenant to the subject property, as shown in the Official Records.
13. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.
14. Subject to any continuing liens or assessments levied by the Homeowners Association.

15. 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.
16. Weber County Subdivision Improvement Agreement recorded September 1, 1998 as Entry No. 1570955 in Book 1953, Page 928, records of Weber County, Utah.
17. Weber County Subdivision Improvement Agreement - Guarantee of Improvements recorded June 17, 1999 as Entry No. 1643970 in Book 2018, Page 1053, records of Weber County, Utah.
18. Protective Covenants recorded September 1, 1998 as Entry No. 1570954, in Book 1953, at Page 891, records of Weber County, Utah.

Amended Protective Covenants, recorded April 14, 2000 as Entry No. 1700302, in Book 2067, at Page 957, records of Weber County, Utah.

Amended Protective Covenants, recorded October 1, 2002 as Entry No. 1878963, in Book 2269, at Page 2546, records of Weber County, Utah.

Amended Protective Covenants, recorded June 11, 2004 as Entry No. 2036774, records of Weber County, Utah.

Amended Protective Covenants, recorded October 2, 2008 as Entry No. 2368260, 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).

19. A Notice of Continuing Lien recorded June 11, 2004 as Entry No. 2036773 records of Weber County, Utah. Said Lien was filed by The Bailey Acres Owners Association.
20. A Deed of Trust dated May 19, 2006, executed by Robert D. Jones and Cristine K. Jones, as joint tenants, as Trustor, in the amount of \$435,000.00, in favor of Hickman Land Title Company, as Trustee and New Century Mortgage Corporation as Beneficiary, recorded May 24, 2006 as Entry No. 2181997, records of Weber County, Utah.

A Notice of Default under said Trust Deed was recorded April 14, 2009 as Entry No. 2404794, records of Weber County, Utah.

David B. Boyce, a member of the Utah State Bar was substituted as Trustee under said Trust Deed in that certain Substitution of Trustee recorded April 22, 2009, Entry No. 2406524, records of Weber County, Utah.

Assigned to U.S. Bank National Association by Assignment, recorded April 28, 2009 as Entry No. 2407549, records of Weber County, Utah.

21. Judgment for \$478,674.32, plus penalties and interest docketed December 1, 2009 under Case No. 090907016, in the Second Judicial District Court in and for Weber County, against Robert D. Jones and Cristine K. Jones, in favor of Mountain America Federal Credit Union, and recorded on December 9, 2009 as Entry No. 2448910, records of Weber County, Utah. (Prior owner).

22. A Deed of Trust dated April 19, 2013, executed by Jason C. Lewis and Shelby Lewis, husband and wife, as joint tenants, as Trustor, in the amount of \$296,000.00, in favor of Backman Title Services, as Trustee and Goldenwest Federal Credit Union as Lender and "MERS" Mortgage Electronic Registration Systems, Inc. as Beneficiary, recorded April 24, 2013 as Entry No. 2631598, records of Weber County, Utah.

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

Jason C. Lewis and Shelby Lewis

Title inquiries should be directed to 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.

