

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company National Commercial Services
215 South State Street, Ste. 380, Salt Lake City, UT 84111
Phone: (801)536-3100 | Fax: (866)344-5051

First American Title Insurance Company National Commercial
Services
215 South State Street, Ste. 380
Salt Lake City, UT 84111

February 26, 2015

Order Number: NCS-664624-SLC1
Amendment No. 2

Attn: Cathy Prestwich - Debi Harris

Additional copies, if any, have been sent to the following parties:

RE: Proposed Owner/Applicant: David Stubbs

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.

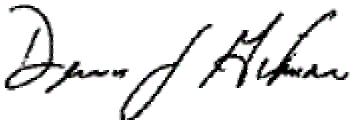
Our obligation under this commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-1.
- The Exceptions in Schedule B-2.
- The Conditions on the inside cover page.

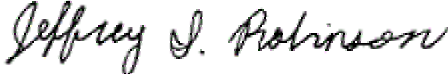
The Commitment is not valid with out SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

Underwritten by:

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary



SCHEDULE A

Amendment No. 2

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: Cathy Prestwich at (801)536-3100 located at 215 South State Street, Ste. 380, Salt Lake City, UT 84111.

Effective Date: February 23, 2015 at 8:00 a.m.

1. Policy or (Policies) to be issued:

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

Proposed Insured:
David Stubbs

Endorsements TBD PREMIUM \$TBD

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:

United Effort Plan Trust, dated November 9, 1942, Amended April 10, 1946 and Amended and Restated on November 3, 1998 and Bruce R. Wisan, as the Court-Appointed Special Fiduciary, as Trustee

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

BEGINNING AT THE CENTER OF SECTION 27, TOWNSHIP 43 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE N 89°48'11" E ALONG THE CENTER SECTION LINE 1199.75 FEET TO A POINT ON A 333.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT WHICH RADIUS BEARS S 0°32'03" W; THENCE ALONG THE ARC OF SAID CURVE 382.24 FEET THROUGH A CENTRAL ANGLE OF 65°46'05"; THENCE S 23°41'53" E 97.39 FEET TO A POINT ON A 617.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 422.94 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°16'31"; THENCE S 62°58'24" E 127.09 FEET TO A POINT ON THE ARC OF A 633.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 360.42 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°37'25"; THENCE S 30°20'59" E 57.27 FEET TO A POINT ON A 567.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 262.59 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°32'04"; THENCE S 56°53'03" E 203.35 FEET TO A POINT ON A 533.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE 35.65 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°49'58"; THENCE N 40°00'23" E 6.78 FEET TO A POINT ON A 117.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 77.93 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38°09'39" TO A POINT ON THE WEST LINE OF SAID SECTION 27; THENCE S 0°04'35" W ALONG SAID WEST LINE 131.94 FEET TO THE SOUTH 1/16 CORNER OF SAID SECTION 27, SAID POINT ALSO BEING ON THE BOUNDARY OF SHORT CREEK SUBDIVISION #12, RECORDED AND ON FILE AT THE WASHINGTON COUNTY RECORDERS OFFICE, STATE OF UTAH; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION THE FOLLOWING SIX (6) COURSES; (1) S 89°51'19" W ALONG THE 1/16 LINE 16.27 FEET TO A POINT ON A 500.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT WHICH RADIUS BEARS S 42°09'44" W; (2) 78.94

FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $9^{\circ}02'47''$; (3) N $56^{\circ}53'03''$ W 138.53 FEET; (4) S $33^{\circ}38'16''$ W 425.32 FEET; (5) S $59^{\circ}12'21''$ E 500.22 FEET TO A POINT ON SAID WEST LINE OF SECTION 27; (6) S $0^{\circ}04'35''$ W ALONG SAID WEST LINE 834.70 FEET TO THE SOUTHEAST CORNER OF SAID SECTION; THENCE S $89^{\circ}53'02''$ W ALONG THE SOUTH LINE OF SAID SECTION 1320.44 FEET TO THE SOUTH 1/16 CORNER; THENCE N $0^{\circ}05'42''$ E ALONG THE 1/16 LINE 1320.43 FEET TO THE SOUTHEAST 1/16 CORNER; THENCE S $89^{\circ}51'11''$ W ALONG THE 1/16 LINE 1320.04 TO THE CENTER SOUTH 1/16 CORNER; THENCE N $0^{\circ}08'57''$ E ALONG THE CENTER SECTION LINE 1319.04 TO THE POINT OF BEGINNING.

Said property is also known by the street address of:
No Situs Address
Washington County, UT

**SCHEDULE B - Section 1
Requirements**

The following are the requirements to be complied with:

1. Pay the agreed amounts for interest in the land and/or the mortgage or deed of trust to be insured.
2. 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 will be imposed.
3. 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.
4. 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.
5. The documents creating the interest to be insured must be signed, delivered and recorded.
6. 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 described in this Commitment.
7. 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.

SCHEDULE B - Section 2
Exceptions
Amendment No. 2

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. 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 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.

(Items 1-7 will be deleted on Lender's Policy)

8. General property taxes for the year 2016 will be assessed under Tax Parcel No. HD-3-B. (Affects the subject land)

General property taxes for the year 2015 are accruing as a lien, but are not yet due. Tax Parcel No. HD-3. (Affects this and other land)

General property taxes for the year 2014 are DELINQUENT in the principal amount of \$3,479.67, plus interest, penalty and costs. Tax Parcel No. HD-3. (Affects this and other land)

General property taxes for the year 2013 are DELINQUENT in the principal amount of \$3,612.64, plus interest, penalty and costs. Tax Parcel No. HD-3. (Affects this and other land)

9. Said land is included within the boundary of Hildale Town, and the County of Washington, municipal corporations of the State of Utah and Tax Districts No. 02, and is subject to any charges and assessments made thereby for its Special Service Districts.
10. All public utility and drainage easements, notes and restrictions shown on the official ownership plat of record for Section 27, Township 43 South, Range 10 West, Salt Lake Base and Meridian.
11. Reservation of minerals, rights of way, easements, restrictions, terms and conditions, etc., as shown on that certain Patent recorded February 23, 1929 as Entry No. 30964 in Book U-7 at Page 207, of Official Records.
12. Right of Way Easement in favor of Lauritzen Irrigation Association, recorded September 16, 1941 as Entry No. 57306 in Book U-10 at Page 17 of Official Records.
13. Warranty Deed of Easements in favor of the Town of Hildale, recorded April 23, 1996 as Entry No. 530415 in Book 995 at Page 467 of Official Records.
14. Affidavit regarding Easements affecting said land recorded June 30, 2009 as Entry No. 20090025382 as Entry No. 20090025382 of Official Records.
15. Quit Claim Deed of Easements from the City of Hildale to Garkane Energy Cooperative, Inc., recorded July 1, 2009 as Entry No. 2090025437 of Official Records.
16. The fact that said land does not adjoin a dedicated right of way and therefore appears to lack access. Access to said land is limited to current use only.
17. Easements and incidental purposes, in favor of Hildale Town Corporation, a municipal corporation of the State of Utah & Twin City Water Works, a Utah corp., as set forth in that certain Right-of-Way Easement recorded July 3, 1978 as Entry No. 195139 in Book 237 at Page 366 of Official Records.
18. Easements and incidental purposes, in favor of Hildale Town Corporation, a municipal corporation of the State of Utah & Twin City Water Works, a Utah corp., as set forth in that certain Right-of-Way Easement recorded July 3, 1978 as Entry No. 195140 in Book 237 at Page 368 of Official Records.
19. Easements and incidental purposes, in favor of Hildale Town Corporation, a municipal corporation of the State of Utah & Twin City Water Works, a Utah corp., as set forth in that certain Right-of-Way Easement recorded July 3, 1978 as Entry No. 195141 in Book 237 at Page 370 of Official Records.
20. The State Construction Registry discloses the following Preliminary Notice(s): None

The name(s) United Effort Plan Trust and David Stubbs, 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 Steve Nielsen @ (801)578-8826.

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



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.

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