

SCHEDULE A

Order Number: **6-101580**

1. Effective date: **February 18, 2025 at 7:45 a.m.**

2. Policy or Policies to be issued: Amount of Insurance
(a) ALTA Owner's \$

Proposed Insured: **TITLE REPORT ONLY-NO TITLE INSURANCE COMMITTED FOR**

(b) ALTA Loan \$

Proposed Insured:

(c) ALTA Loan \$

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is

Fee Simple

4. Title to the fee simple estate or interest in said land is at the effective date hereof [vested](#) in:

Edward G. Verkler and Christina L. Verkler, joint tenants

5. The [land](#) referred to in this Commitment is in the State of Utah, County of **Weber** and is described as follows:

SEE ATTACHED LEGAL DESCRIPTION.

Purported Address:
**257 East 10450 South
Huntsville, Utah 84317**

STATEMENT OF CHARGES
These charges are due and payable.
Title Report Only \$300.00

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LEGAL DESCRIPTION

Lot 4, Eagles Nest Subdivision 1st Amendment, according to the official plat thereof on file and of record in the office of the **Weber** County Recorder.

Parcel No.: **21-145-0001**

SCHEDULE B – SECTION 1

Order Number: **6-101580**

REQUIREMENTS

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.

TO-WIT:

NOTICE TO APPLICANT: The land covered herein may be serviced by districts, service companies and/or municipalities, which assess charges for water, sewer, electricity and any other utilities, etc. which are not covered by this Commitment or insured under a title insurance policy.

NOTE: If the applicant desires copies of the documents underlying any exception to coverage shown herein, the Company will furnish the same on request, if available, either with or without charge as appears appropriate.

NOTE: Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action pursuant to the Title Insurance Rules of the American Arbitration Association, 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.

1. **There are no requirements at this time.**

Your Order has been assigned to **Kevin Chadaz** for full service escrow at **955 East Chambers Street, Suite 202, Ogden, Utah 84403**. For any escrow/closing questions please call **(801) 475-6100**, or email **kevinc@backmantitle.com**.

NOTE: The following names have been checked for Judgments, Federal Tax Liens and Bankruptcies.

EDWARD G. VERKLER
CHRISTINA L. VERKLER

SCHEDULE B – SECTION 2

Order Number: **6-101580**

EXCEPTIONS

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 record.
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. 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.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents, or Acts authorizing the issuance thereof; (c) 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. Any adverse claim based upon the assertion that (a) Some portion of the land forms the bed or bank of a navigable river or lake, or lies below the mean high water mark thereof; (b) The boundary of the land has been affected by a change in the course or water level of a navigable river or lake; (c) The land is subject to water rights, claims or title to water and to any law or governmental regulation pertaining to wetlands.
8. 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.
9. Lien of [taxes](#), not yet due and payable:
Year: 2025
Parcel No.: 21-145-0001
Prior year: 2024 Paid
Amount: \$4,994.56
10. The land described herein is located within the boundaries of Weber County Taxing District No. 520, and is subject to any assessments levied thereby.
11. The land described herein is located within the boundaries of Weber County Fire District Service Area 4, Weber Basin Water Conservancy District, Weber Area Dispatch 911 and Emergency Services District, and Ogden Valley Parks Service Area, and is subject to any assessments levied thereby.
12. Easement, and the terms and conditions thereof:
Disclosed by: Plat of said subdivision
Purpose: Utilities and Drainage
Area Affected: Northerly, Easterly, Westerly and Southerly 10 feet
13. The terms and conditions of that certain Covenant Maintenance:
Recorded: July 6, 2005
Entry No.: [2114189](#)

14. The terms and conditions of that certain Onsite Wastewater Disposal Systems Deed Covenant and Restrictions to Run with the Land:
Recorded: July 6, 2005
Entry No.: [2114190](#)
15. The terms and conditions of that certain Grant of Right to use Property:
Recorded: October 29, 2008
Entry No.: [2372623](#)
16. Certificate of Creation establishing the Northern Utah Environmental Resource Agency:
Recorded: January 20, 2015
Entry No.: [2718461](#)
17. The terms and conditions of that certain Resolution No. 12-2016 approving Dissolution of the Ogden Valley Natural Gas District:
Recorded: May 25, 2016
Entry No.: [2795067](#)
18. The terms and conditions of that certain Covenant Maintenance:
Recorded: November 8, 2017
Entry No.: [2889070](#)
19. The terms and conditions of that certain Resolution of Ogden Valley Parks Service Area (Resolution 5) approving an adjustment of the Districts Boundary:
Recorded: December 28, 2017
Entry No.: [2897535](#)
20. The terms and conditions of that certain Petition to Weber Basin Water Conservancy District for the Allotment of Water:
Recorded: July 1, 2021
Entry No.: [3165162](#)
21. A Deed of Trust, and the terms and conditions thereof:
Stated Amount: \$368,000.00
Trustor(s): Edward G. Verkler
Trustee: Paul M. Halliday, Jr. Halliday & Watkins, P.C.
Beneficiary: Mortgage Electronic Registration Systems, Inc., acting solely as a nominee for Lender and Lender's successors and assigns
Lender: United Wholesale Mortgage
Dated: July 13, 2020
Recorded: July 13, 2020
Entry No.: [3068238](#)

SCHEDULE C

Order Number: **6-101580**

Chain of Title

According to Official Records, there have been no documents conveying the land described herein within a period of 24 months prior to the date of this commitment, except as follows:

| <u>Document Name</u> | <u>Recording Date</u> | <u>Entry No.</u> | <u>Book</u> | <u>Page</u> |
|----------------------|-----------------------|------------------|-------------|-------------|
| NONE | | | | |

WIRE FRAUD WARNING

Cyber criminals are using email compromise schemes to target companies and individuals purchasing property. These schemes include, but are not limited to, using fake emails from attorneys, real estate agents or title agencies to request wire transfers to fraudulent accounts.

If you need to wire transfer money to Backman Title Services we will provide our wire transfer instructions to you. Backman Title Services will not change our wire transfer instructions after you have received them from us and we will never ask you to wire money into an account with a name different than Backman Title Services. If you receive conflicting wire transfer instructions - STOP - then call us using a known telephone number, not one provided in an email, to determine if the new instructions are fraudulent.

If you ask us to wire transfer money to you we must receive written wire transfer instructions. Your bank account information must be validated by face to face verification or phone verification using a known telephone number, not one provided in an email, or using previously validated account information which we already have on file.

We are not responsible for any wires sent by you to an incorrect bank account.



Privacy Notice

Notice Last Updated: December 1, 2022

This Privacy Policy (“Policy”) describes how First American Financial Corporation and its subsidiaries and affiliates (collectively, “First American,” “we,” “us,” or “our”) collect, use, store, and share your information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where this Policy is posted (“Sites”); (2) when you use our products and services (“Services”); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method (“Communications”); and (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies (“Third Parties”).

This Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.



For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations (“CCPA”). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at <https://www.firstam.com/privacy-policy/> or by calling toll-free at 1-866-718-0097.

Right to Correct. You have a right to request that we correct your personal information. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for correction, go to our online privacy policy at <https://www.firstam.com/privacy-policy/> or call toll-free at 1-866-718-0097.

Right of Deletion. You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at <https://www.firstam.com/privacy-policy/> or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at <https://www.firstam.com/privacy-policy/> or by calling toll-free at 1-866-718-0097.

Verification Process. For a request to know, correct or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale and Share. We have not sold or shared the personal information of California residents in the past 12 months. To the extent any First American affiliated entity has a different practice, it will be stated in the applicable privacy policy. We do not knowingly sell or share the personal information of any California resident under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of personal information we have collected about California residents over the last 12 months, how we have used that information, and how we share that information, please see “California Privacy Rights Act and Disclosures” in <https://www.firstam.com/privacy-policy/>.

Notice of Disclosure. To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see “California Privacy Rights Act and Disclosures” in <https://www.firstam.com/privacy-policy/>.