### **SCHEDULE A**

Order Number: WB69992MS

Effective Date: January 25, 2016 @ 8:00 a.m.

1. Policy or Policies to be issued:

**Amount** 

Premium

(a) ALTA Owner's Policy:

\$TBD

\$220.00

Title Only

Proposed Insured:

## **Title Only**

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:

# John W. Gibson and Amy B. Gibson, Trustees (or successor Trustees) of The John and Amy Gibson Family Trust, dated the 27 day of Sept 2010

3. The land referred to in this Commitment is described as follows:

Part of the North Half of the Southwest Quarter of Section 29, Township 6 North, Range 2 West, Salt Lake Meridian, U.S. Survey, described as follows: Beginning at a point 1146 feet West of the Northeast corner of said Quarter Section; running thence West 504 feet; thence South 80 rods; thence East 504 feet; thence North 80 rods to the point of beginning.

Said property is located in Weber County County, State of Utah also known as:

NO SITUS ADDRESS WEBER COUNTY, UT.

Parcel Identification Number: 15-079-0098

**Authorized Countersignature** 

Underwriter First American Title

## SCHEDULE B - SECTION 1 Requirements

The following are the requirements to be complied with:

- (1) Pay the Agreed amounts for the interest in the land and/or the mortgage to be insured.
- (2) Pay us the premiums, fees and charges for the policy.
- (3) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (4) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (5) 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

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

#### Part I:

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes of assessments on real property 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 said land or by making inquiry of persons in possession thereof.
- 3. Easements, claims of easement or encumbrances which are not shown by the public records.
- 4. Discrepancies, conflicts in boundary line, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 5. Unpatented mining claim: 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 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 of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment

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- 8. Taxes for the year 2016 now a lien, not yet due. General property taxes for the year 2015 were paid in the amount of \$112.53. Tax Parcel No. 15-079-0098.
- 9. The effects of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded December 10, 2010, as Entry No. 2506329, of Official Records.

(Continued)

## SCHEDULE B - Section 2 (Exceptions continued)

10. PROPERTY IS LOCATED WITHIN THE FOLLOWING SPECIAL IMPROVEMENT DISTRICTS:

DISTRICTS: WEBER COUNTY

WEBER COUNTY SCHOOLS

WEST WEBER-TAYLOR CEMETERY TAYLOR-W.WEBER CULINARY WATER WEBER CO FIRE SERVICE AREA 4

WEBER AREA DISPATCH 911 AND EMERGENCY SERVICE UNINCORPORATED WEBER COUNTY MUNICIPAL SERVICES NORTHERN UTAH ENVIRONMENTAL RESOURCE AGENCY

- 11. Reservation of all mineral lands excluding coal and iron lands by the United States of America, as found in Patent, recorded August 31, 1889 in Book 1 at Page 181 of Official Records.
- 12. Any rights, title, or interest in any minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds whether in solid, liquid, or gaseous form, and all steam and other forms of thermal energy on, in, or under the land.
- 13. Pole Line Easement in favor of Utah Power & Light Company, its successors and assigns, recorded March 07, 1947 in Book 258 at Page 513 of Official Records.
- 14. Perpetual Easement in favor of Central Weber Sewer Improvement District, recorded February 08, 2001 as Entry No. 1750938 in Book 2115 at Page 1451 and re-recorded February 09, 2001 as Entry No. 1751011 in Book 2115 at Page 1724 of Official Records.
- 15. Notice of Creation of an Agricultural Protection Area, recorded November 05, 2001 as Entry No. 1806203 in Book 2181 at Page 296 of Official Records.
- 16. Right of Way Easement in favor of PacifiCorp, an Oregon corporation, its successors and assigns, recorded August 13, 2002 as Entry No. 1867749 in Book 2254 at Page 227 of Official Records.
- 17.U.S. Department of Transportation Federal Aviation Administration Land Lease Off Airport, recorded March 29, 2005 as Entry No. 2093421 of Official Records.
- 18. Grant of Easement in favor of Weber County, a body corporate and politic, recorded August 13, 2015 as Entry No. 2750797 of Official Records.
- 19. Rights of the public and others entitled thereto, to use for street and incidental purposes, that portion of the land lying within the boundaries of 2200 South.

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## SCHEDULE B - Section 2 (Exceptions continued)

NOTE: The names of JOHN W. GIBSON and AMY B. GIBSON and THE JOHN AND AMY GIBSON FAMILY TRUST have been checked for Judgments and Tax Liens, etc., in the appropriate offices and if any were found would appear as Exceptions to title under Schedule B, Section 2 herein.

TITLE AND/OR ESCROW/CLOSING INQUIRIES should be directed to your Title Officer/Escrow Officer: Adam Heiner or Michelle Stone at (801) 621-7131 at 5929 So. Fashion Pointe Drive, Ste. 210, South Ogden, Utah 84403.

## The First American Corporation US Title Insurance Agency, LLC

**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 a public record 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 website 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 service involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the 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 to you.

#### **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 or 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 the 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.

#### 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 - Section 2 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 (a) and (c) of Schedule B - Section 1 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 on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section 1 or eliminate with our written consent any Exceptions shown in Schedule B - Section 2.

We shall not be liable for more than the Policy 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 claim, 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.

