

# **U.S. TITLE INSURANCE AGENCY, LLC**

**1436 LEGEND HILLS DRIVE STE 100  
CLEARFIELD, UT 84015  
PHONE (801) 779-7143  
FAX (801) 779-7153**

**U.S. TITLE FILE: WB86899MS**

**RE: TBD  
GREGORY G. NELSON AND JEFFREY L. NELSON AND  
TAMMY N. PETTIGREW TRUSTEE AND CRAIG S.  
PETTIGREW TRUSTEE  
NOT ASSIGNED  
EDEN, UT 84310**

**LENDER:**

**LISTING AGENT: CENTURY 21 GAGE FROERER AND ASSOCIATES  
SHAUNA C. JENSEN  
2641 WASHINGTON #101  
OGDEN, UT 84401  
Fax #801-621-0506**

**SELLING AGENT:**

**Thank you for placing the above-referenced order with U.S. TITLE We look forward to working with you and will see that this transaction is handled in a timely and efficient manner.**

**ESCROW OFFICER: Michelle Stone  
E-MAIL [teammichelle@ustitleutah.com](mailto:teammichelle@ustitleutah.com)**

**U.S. TITLE FILE: WB86899MS**

**If you did not receive all the pages of this Commitment, please call (801) 779-7143.**

**SCHEDULE A**

Order Number: WB86899MS

Effective Date: December 7, 2017 @ 8:00 a.m.

| 1.  | Policy or Policies to be issued:                         | Amount | Premium |
|-----|--|--------|---------|
| (a) | ALTA Owner's Policy:<br>2006 Policy<br>Proposed Insured: | \$TBD  | \$0.00  |
|     | <b>TBD</b>   |        |         |
| (b) | ALTA Loan Policy<br>2006 Policy<br>Proposed Insured:     | \$     | \$0.00  |

Endorsements: \$0.00

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:

**Gregory G. Nelson, a 1/3 interest, Jeffrey L. Nelson, a 1/3 interest and Tammy N. Pettigrew and Craig S. Pettigrew, Trustees, or their successors in trust, under the Tammy N. Pettigrew Living Trust, dated February 18, 2011, a 1/3 interest as to Parcel 1 and part of Parcel 2: Wolthuis Family Partnership as to part of Parcel 2**

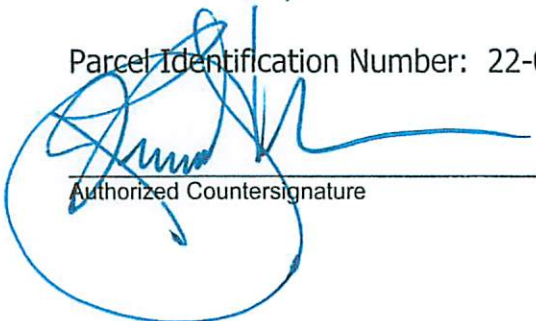
3. The land referred to in this Commitment is described as follows:

See Attached Exhibit "A"

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

NOT ASSIGNED  
EDEN, UT. 84310

Parcel Identification Number: 22-023-0032 & 22-014-0024



Authorized Countersignature

**EXHIBIT "A"**

Parcel 1: 22-023-0032 (part)

Part of the Northwest Quarter of Section 29, Township 7 North, Range 1 East, Salt Lake Base & Meridian, U.S. Survey: Beginning at a point on the North line of said Quarter Section, South 89°38' East 12.12 chains from the Northwest corner of said Quarter Section, and running thence East along the North line of said Quarter Section 765.18 feet, more or less, to the West line of Spring Creek Ranches; thence South 56°46'55" East 36.38 feet, more or less, thence South 47°55'37" East 87.22 feet; thence South 51°49'51" East 3.28 feet; thence South 9°17'41" West 1112.42 feet; thence South 8°39'20" West 160 feet, more or less; thence North 83°30' West along the center of road to a point South 17°10' West from the place of beginning; thence North 17°10' East to the place of beginning.

Parcel 2: 22-014-0024

Part of the Southwest Quarter of Section 20, Township 7 North, Range 1 East, Salt Lake Base & Meridian, U.S. Survey: Beginning at a point which is North 89°31'08" West along the Section line 1061.67 feet from the Northeast corner of the Northwest Quarter of Section 29, Township 7 North, Range 1 East, and running thence North 56°46'55" West 0.69 feet; thence North 58°45'01" West 60.46 feet; thence North 65°28'37" West 54.04 feet; thence North 70°47'43" West 57.82 feet; thence South 71.88 feet to the South line of said Section; thence East along said South line 156.03 feet to beginning.

Situated in WEBER County

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.
6. A Copy of the Trust Agreement for THE TAMMY N. PETTIGREW LIVING TRUST must be provided to the company for review as soon as possible before closing.
7. Quit Claim Deed executed by WOLTHUIS FAMILY PARTNERSHIP to GREGORY G. NELSON and JEFFREY L. NELSON and TAMMY N. PETTIGREW TRUSTEE and CRAIG S. PETTIGREW TRUSTEE conveying fee simple title.
8. Quit Claim Deed or other instrument clearing Exception No. 19.
9. Warranty Deed executed by GREGORY G. NELSON and JEFFREY L. NELSON and TAMMY N. PETTIGREW TRUSTEE and CRAIG S. PETTIGREW TRUSTEE to TBD conveying fee simple title.
10. Release(s) or reconveyance(s) for Exception No. 11.

(Continued)

**SCHEDULE B - Section 1  
Requirements (Continued)**

11. Provide Company with a current Certified ALTA/NSPS Survey, compliant with the most recent Minimum Standard Detail Requirements and Accuracy Standards adopted by ALTA/NSPS. (Note: the survey certificate must include items 8, 10, 11 and 13 of Table "A" of the Minimum Standard Detail Requirements.)
  
12. NOTICE TO APPLICANT: THE LAND HEREIN MAY BE SERVICED BY CITIES, TOWNS, COUNTIES, SERVICE DISTRICTS OR PRIVATE ENTITIES WHICH PROVIDE SERVICES TO THE LAND, INCLUDING, BUT NOT LIMITED TO WATER, SEWER, GARBAGE, ELECTRICITY, STREET LIGHTING, CURB AND GUTTER, ETC., FOR WHICH NO NOTICE OF ANY RIGHTS CLAIMED TO EXIST BY SUCH ENTITIES ARE SHOWN OF RECORD. YOU SHOULD MAKE AN INQUIRY INTO SUCH MATTERS, INCLUDING SEEING ARRANGEMENTS AS APPLICABLE TO ESTABLISH YOUR RIGHTS TO RECEIVE SAID SERVICES. THE COMPANY HAS NO OBLIGATION RELATING TO THE SERVICES OR THE CHARGES ARISING FROM SUCH SERVICES.

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 2018 now a lien, not yet due. General property taxes for the year 2017 were paid in the amount of \$155.65. Tax Parcel No. 22-023-0032.
- 9. Taxes for the year 2018 now a lien, not yet due. General property taxes for the year 2017 were paid in the amount of \$27.74. Tax Parcel No. 22-014-0024.

(Continued)

SCHEDULE B - Section 2  
(Exceptions continued)

10. Property is located within the following special improvement district:  
Districts: Weber County  
Weber County Schools  
Liberty Cemetery  
Weber Co Fire Service Area 4  
Weber Co Serv Area 5 Liberty  
Weber Area Dispatch 911 & Emergency Service  
Unincorporated Weber County Municipal Services  
Northern Utah Environmental Resource Agency
11. 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 September 17, 2008, as Entry No. 2365461, 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. Any rights, claims, title and/or interest to water rights whether or not shown by the public records.
14. All existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipelines, power poles, telephone, sewer, gas or water lines and rights-of-way and easements thereof.
15. Easement in favor of Holmes-Ferrin Ditch Company, recorded November 6, 1961 as Entry No. 367767, 367768 and 367778, in Book 694 at Page 89, 91 and 111 of Official Records.
- The above Easement was assigned and quitclaimed to Ogden Valley Soil Conservation District by those certain Instruments recorded June 15, 1962 as Entry No. 381627 in Book 713 at Page 296 and June 20, 1962 as Entry No. 381911 in Book 713 at Page 633 of Official Records.
16. 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 3350 North Street.
17. Boundary Line Agreement between Jeffrey L. Nelson, Tammy Pettigrew, Gregory G. Nelson and Stanley Noorlander and Lilly Mae Noorlander, recorded December 30, 1997 as Entry No. 1512680 in Book 1899 at Page 1536 of Official Records.
18. Boundary Line Agreement between Marlin K. Jensen as the sole and surviving Trustee of the Lyle J. and Zella S. Chard Revocable Trust and Gregory G. Nelson, Jeffrey L. Nelson and Tammy Pettigrew, recorded December 30, 1997 as Entry No. 1512683 in Book 1899 at Page 1542 of Official Records.

(Continued)

SCHEDULE B - Section 2  
(Exceptions continued)

19. The Interest of Mary Nelson, Trustee and the Jeffrey L, Tammy T and Gregory G. Nelson Trust as disclosed by that certain Warranty Deed recorded May 3, 1976 as Entry No. 664242 in Book 1125 at Page 186 of Official Records.
20. The fact that the legal description of land described herein does not effect a mathematical closure.
21. Any matter that might be disclosed by a survey which complies with the "Minimum Standards for Property Boundary Surveys" for ALTA/NSPS Land Title Survey.
22. As of the date of this report, there are no filings in the State Construction Registry.

\* \* \* \* \*

According to the official records, there have been no documents conveying the land described herein within 24 Months prior to the date of this commitment. Except the following: None.

NOTE: The names of TBD and GREGORY G. NELSON and JEFFREY L. NELSON and TAMMY N. PETTIGREW TRUSTEE and CRAIG S. PETTIGREW TRUSTEE 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.

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: Michelle Stone at (801) 779-7143 at 1436 Legend Hills Drive, Suite 100, Clearfield, UT 84015.

NOTE: The Policy(ies) to be issued as a result of this Commitment 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.



**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](http://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

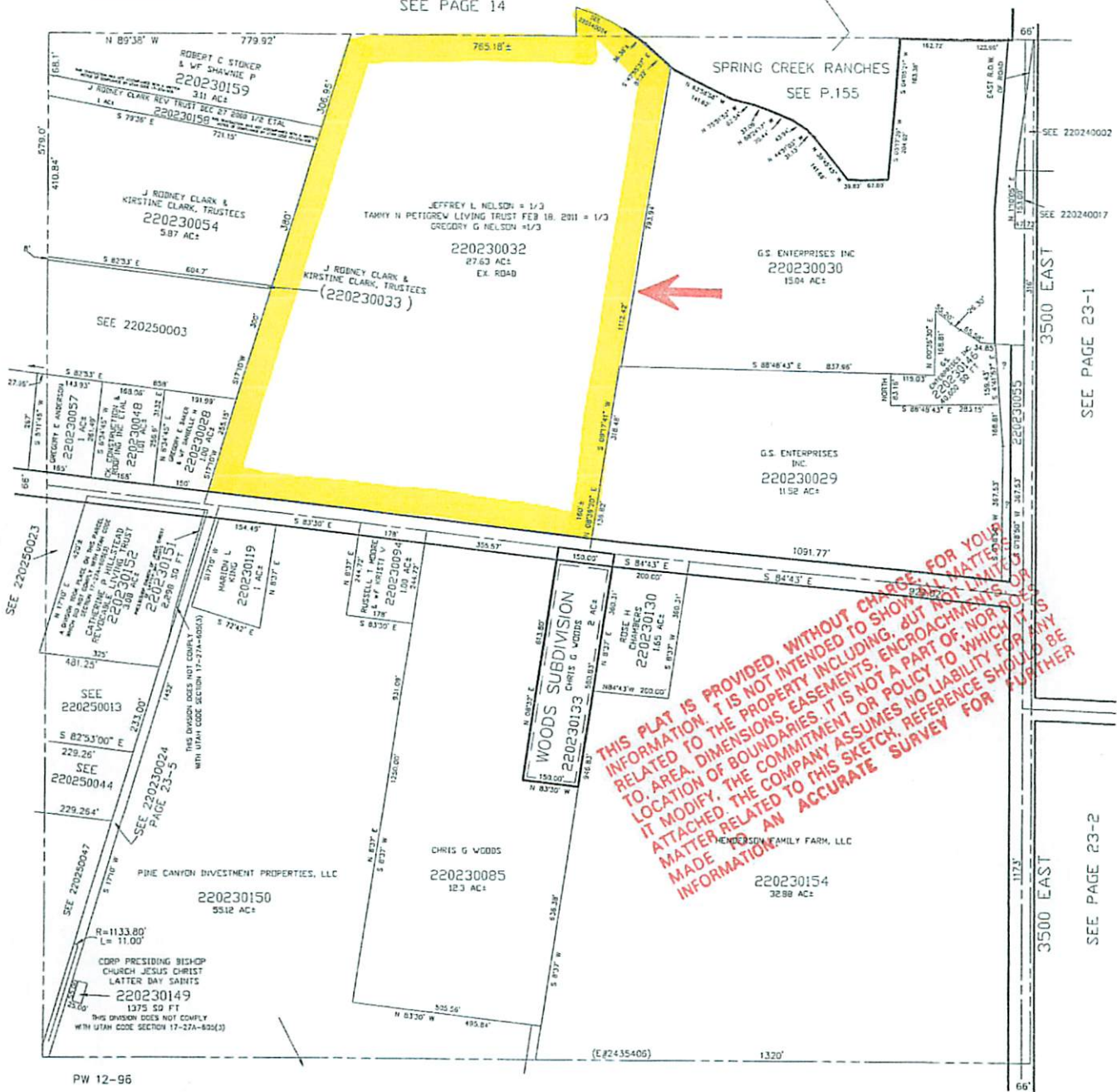
Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

N.W. 1/4  
SECTION 29, T.7N., R.1E., S.L.B. & M.  
IN WEBER COUNTY  
SCALE 1" = 200'

TAXING UNIT: 36

SEE PAGE 14

SEE PAGE 25



**THIS PLAT IS PROVIDED, WITHOUT CHARGE, FOR YOUR INFORMATION. IT IS NOT INTENDED TO SHOW, IN MATTER RELATED TO THE PROPERTY INCLUDING, BUT NOT LIMITED TO, AREA, DIMENSIONS, EASEMENTS, ENCROACHMENTS, OR LOCATION OF BOUNDARIES. IT IS NOT A PART OF, NOR DOES IT MODIFY, THE COMMITMENT OR POLICY TO WHICH THIS ATTACHED. THE COMPANY ASSUMES NO LIABILITY FOR ANY MATTER RELATED TO THIS SKETCH. REFERENCE SHOULD BE MADE TO AN ACCURATE SURVEY FOR FURTHER INFORMATION.**

PW 12-96

SEE PAGE 23-5

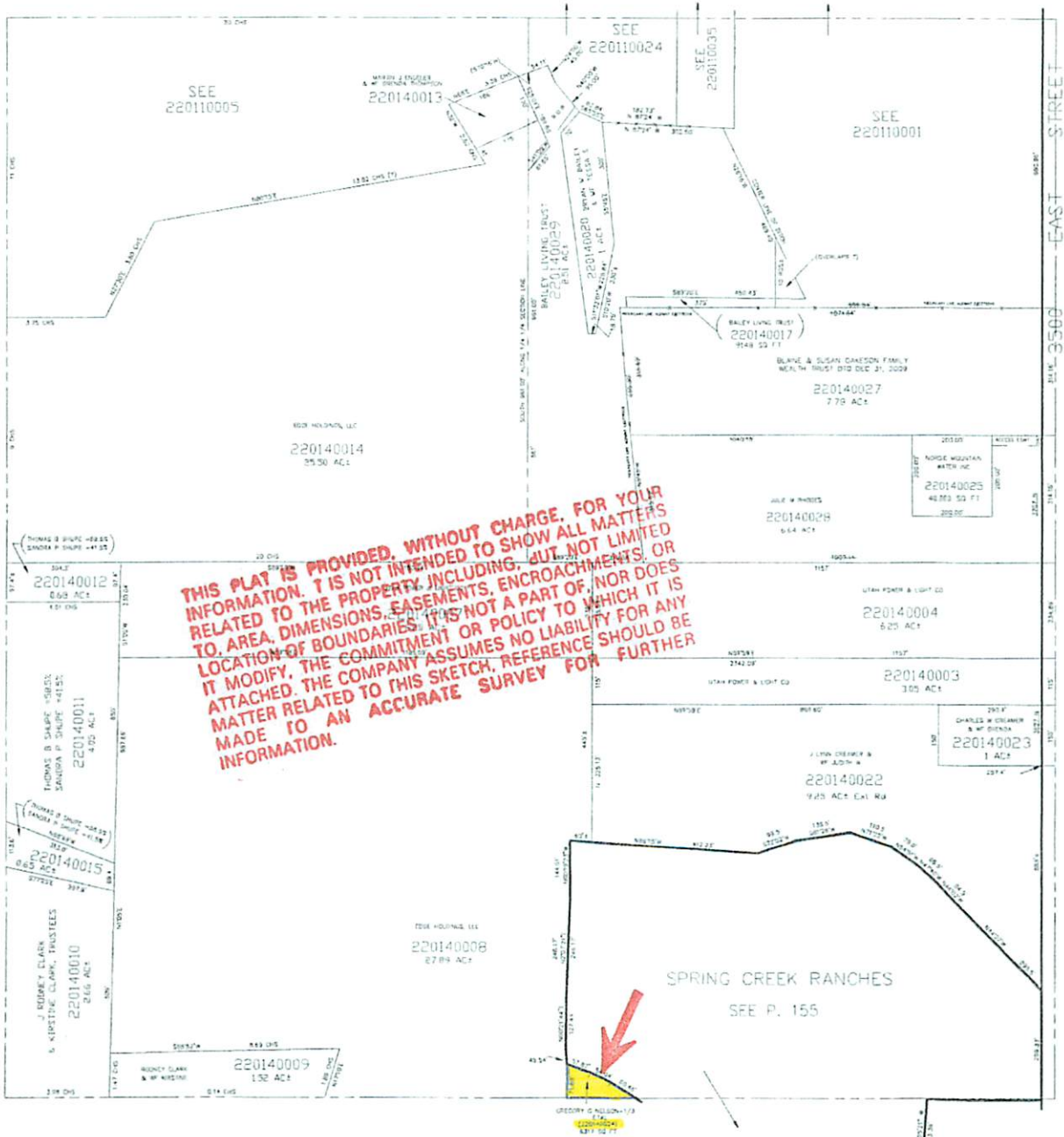
\*ADDRESS AFFIDAVIT E#2803020

SW 1/4  
SECTION 20, T.7N., R.1E., S.L.B. & M.

IN WEBER COUNTY  
SCALE 1" = 200'

TAXING UNIT: 36

SEE PAGE 11



**THIS PLAT IS PROVIDED, WITHOUT CHARGE, FOR YOUR INFORMATION. IT IS NOT INTENDED TO SHOW ALL MATTERS RELATED TO THE PROPERTY INCLUDING, BUT NOT LIMITED TO, AREA, DIMENSIONS, EASEMENTS, ENCROACHMENTS, OR LOCATION OF BOUNDARIES. IT IS NOT A PART OF, NOR DOES IT MODIFY, THE COMMITMENT OR POLICY TO WHICH IT IS ATTACHED. THE COMPANY ASSUMES NO LIABILITY FOR ANY MATTER RELATED TO THIS SKETCH. REFERENCE SHOULD BE MADE TO AN ACCURATE SURVEY FOR FURTHER INFORMATION.**

SPRING CREEK RANCHES  
SEE P. 155

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