

SCHEDULE A

Order Number: **6-082745 (Revised #1)**

1. Effective date: **April 22, 2019 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:

Lonnie Martinez and Jennifer A. Martinez, husband and wife as 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:

None Assigned

STATEMENT OF CHARGES

These charges are due and payable.

Commitment Only \$300.00

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LEGAL DESCRIPTION

A part of the Northeast Quarter of Section 17, Township 7 North, Range 1 East of the Salt Lake Base and Meridian.

Beginning at the Southeast Corner of said Northeast Quarter and running thence North $00^{\circ}25'06''$ East 660.00 feet along the East line of said Northeast Quarter; thence North $89^{\circ}41'19''$ West 971.08 feet; thence South $00^{\circ}25'06''$ West 685.72 feet to the North boundary line of Sheep Creek Cluster Subdivision Phase 4; thence North $88^{\circ}59'07''$ East 263.10 feet to the Northeast Corner of said Sheep Creek Cluster subdivision Phase 4 being the Northwest Corner of Sheep Creek Cluster Subdivision Phase 3; thence along the North boundary line of said Phase 3 the following four (4) courses: (1) North $88^{\circ}59'07''$ East 203.38 feet; (2) North $88^{\circ}08'25''$ East 357.84 feet; (3) North $89^{\circ}47'03''$ East 145.79 feet; and (4) North $89^{\circ}21'12''$ East 1.41 feet to the point of beginning.

Parcel No.: **22-007-0101**

SCHEDULE B – SECTION 1

Order Number: 6-082745

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 **Wayne Russell** for full service escrow at **1067 West Grand Avenue, Suite 103, Farmington, Utah 84025**. For any escrow/closing questions please call **(801) 683-4440**, or email wrussell@backmantitle.com.

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

SCHEDULE B – SECTION 2

Order Number: 6-082745

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:	2019
Parcel No.:	22-007-0101
Prior year:	2018 Paid
Amount:	\$914.11
10. The land described herein is located within the boundaries of Weber County Taxing District No. 36, and is subject to any assessments levied thereby.
11. The land described herein is located within the boundaries of Weber County Fire Service Area 4, and is subject to any assessments levied thereby.
12. The land described herein is located within the boundaries of Weber County Service Area #5 Liberty, and is subject to any assessments levied thereby.

13. The land described herein is located within the boundaries of Ogden Valley Natural Gas Improvement District, and is subject to any assessments levied thereby.
14. The land described herein is located within the boundaries of Liberty Cemetery, and is subject to any assessments levied thereby.
15. The right of the Weber County Assessor to reassess the Tax Assessment on said property in accordance with UCA Sec. 59-2-506 as disclosed by that certain Annual Application for Assessment and Taxation of Agricultural Land 1969 Farmland Assessment Act:
Recorded: February 12, 2016
Entry No.: 2777956
16. Rights of way and easements for all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, cable, fiber optic, sewer, gas or water lines.
17. Reservations in favor of the Grantor
Grantor: United States of America
Recorded: January 2, 1885
Book/Page: R/533
Wherein: Yet excluding and excepting from the transfer by these presents all mineral lands should any such be found to exist in the tracts described in the foregoing but this exclusion and exception according to the terms of the statute shall not be construed to include coal and iron lands.
18. Certificate of Creation establishing the Northern Utah Environmental Resource Agency:
Recorded: January 20, 2015
Entry No.: 2718461
19. The terms and conditions of that certain Ordinance No. 16-82:
Recorded: September 9, 1982
Entry No.: 863830
Book/Page: 1409/150
20. The terms and conditions of that certain Resolution No. 27-2012 creating and establishing the Board of County Commissioners of Weber County, Utah, 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
Entry No.: 2610456
21. The terms and conditions of that certain Affidavit disclosing the Resolution establishing the Ogden Valley Transmitter/Recreational Special Service District:
Recorded: March 9, 2015
Entry No.: 2725109
22. Any loss resulting from the fact that the land described in "Schedule A" is being split from a larger parcel.
NOTE: Utah Law Section 10-9-816 may require the filing of a subdivision plat when splitting land from a larger existing parcel.
23. The terms and conditions of that certain Resolution No. 12-2016 creating and establishing the Board of County Commissioners of Weber County Approving Dissolution of the Ogden Valley National Gas District:
Recorded: May 25, 2016
Entry No.: 2795067

24. The terms and conditions of that certain Petition to Weber Basin Water Conservancy District for the Allotment of Water:

Recorded: September 6, 2016
Entry No.: 2813325

25. Underground Right of Way Easement, and the terms and conditions thereof:

Grantee: Rocky Mountain Power, an unincorporated division of PacifiCorp, its successors and assigns
Recorded: September 6, 2017
Entry No.: 2877215
Area Affected: Westerly portion

The terms and conditions of that certain Notice of Mortgage:

Recorded: October 6, 2017
Entry No.: 2882658

26. A Deed of Trust, and the terms and conditions thereof:

Stated Amount: \$200,000.00
Trustor(s): Lonnie Martinez and Jennifer A. Martinez
Trustee: Backman Title Services Ltd.
Beneficiary: M. Shayne Loewenstein and Summer Kay Loewenstein
Dated: September 28, 2015
Recorded: October 2, 2015
Entry No.: 2759056

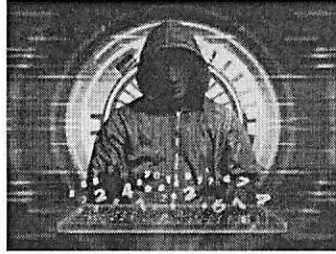
SCHEDULE C

Order Number: 6-082745

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 POLICY

First American Title Insurance Company

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 to 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 received 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 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 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 that 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 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.