

SCHEDULE A

Order Number: **6-092041**

1. Effective date: **December 14, 2020 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:

Raymond E. Higuera and Chelsey P. Higuera, 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:

**5389 North 3325 East
Liberty Utah, 84310**

STATEMENT OF CHARGES

These charges are due and payable.

Commitment Only \$300.00

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LEGAL DESCRIPTION

Part of the Southwest Quarter of Section 8, Township 7 North, Range 1 East, Salt Lake Base and Meridian. Beginning at a point which is North $0^{\circ}08'19''$ East 1680.35 feet and South $89^{\circ}51'41''$ East 1693.09 feet and North $23^{\circ}08'19''$ West 163.29 feet from the Southwest corner of said Section 8, said point also being on the East right of way of 3350 East Street and running thence North $23^{\circ}08'19''$ West 143.13 feet; thence North $0^{\circ}08'19''$ East 48.52 feet; thence South $89^{\circ}51'41''$ East 30.50 feet; thence South 30 feet; thence East 1047 feet; thence South 300 feet to the North boundary line of said Willow Creek Subdivision Phase 2; thence North $89^{\circ}51'41''$ West along said North line 688.81 feet; thence North $0^{\circ}08'19''$ East 150 feet; thence North $89^{\circ}51'41''$ West 322.67 feet to the point of beginning.

Together with a 60.00 foot wide easement for ingress and egress the centerline of which is described as follows: Part of the Southwest Quarter of Section 8, Township 7 North, Range 1 East, Salt Lake Base and Meridian: Beginning at a point of the Southerly line of Willow Creek Subdivision Phase 2 and the centerline of 3350 East Street located North $0^{\circ}08'19''$ East 767.24 feet along the Section line and North $90^{\circ}00'00''$ East 1453.29 feet from the Southwest corner of said Section 8; and running thence left along the arc of a 205.00 foot radius curve, a distance of 118.10 feet (chord bears South $13^{\circ}22'01''$ West 117.01 feet); thence South $0^{\circ}10'00''$ East 222.00 feet; thence North $89^{\circ}50'00''$ East 340 feet, more or less, to the centerline of 5150 North Street.

Parcel No.: **22-005-0036**

SCHEDULE B – SECTION 1

Order Number: 6-092041

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 **Carol Yamamoto** 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 caroly@backmantitle.com.

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

Raymond E. Higuera

Chelsey P. Higuera

SCHEDULE B – SECTION 2

Order Number: 6-092041

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, delinquent, if not paid:
Year: 2020 Paid
2020 Amount: \$494.95
Parcel No.: 22-005-0036
10. 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: October 28, 2019
Entry No.: 3012815
11. The land described herein is located within the boundaries of Weber County Taxing District No. 36, and is subject to any assessments levied thereby.
12. The land described herein is located within the boundaries of Weber County Fire Service Area 4, and is subject to any assessments levied thereby.
13. The land described herein is located within the boundaries of Weber County Service Area #5 Liberty, 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 terms and conditions of that certain Resolution No. 27-2012 confirming the tax to be levied for Municipal Services provided to the Unincorporated Area of Weber County and describing the services to be provided:
 - Recorded: December 13, 2012
 - Entry No.: 2610456
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 creating and establishing the Ogden Valley Transmitter/Recreation Special Service District:
 - Recorded: March 9, 2015
 - Entry No.: 2725109
18. 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
19. 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.
20. Subject to any lease, rental, occupancy and/or sales agreements and the interests of parties claiming by, through and under any lease.
21. Reservations in favor of the Grantor
 - Grantor: United States of America
 - Recorded: November 26, 1900
 - Book/Page: 38/77
 - 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.
22. Since the company provides no insurance and assumed no liability for water rights disclosed herein or affecting the property, it recommends that you obtain competent legal advice from the counsel specializing in water rights or insurance for water rights. Nevertheless, as a courtesy, the Company is disclosing the following water rights as disclosed by that certain:
 - Warranty Deed
 - Recorded: February 15, 1973
 - Entry No.: 587491
 - Book/Page: 1016/651
23. The terms and conditions of that certain Petition to Weber Basin Water Conservancy District for the Allotment of Water:
 - Recorded: November 8, 1990
 - Entry No.: 1123814
 - Book/Page: 1589/2281
24. An Affidavit to inform concerned persons of address changes:
 - Recorded: September 13, 2019
 - Entry No.: 3003302

25. The terms and conditions of that certain Notice of Non-buildable parcel:

Recorded: May 4, 2020

Entry No.: 3051982

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

Recorded: August 19, 2020

Entry No.: 3077839

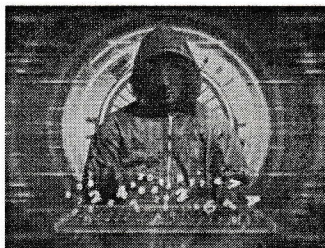
SCHEDULE C

Order Number: **6-092041**

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>
Warranty Deed	September 12, 2019	3002672



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 Information

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 subsidiaries 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 that 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.

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 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 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 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.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

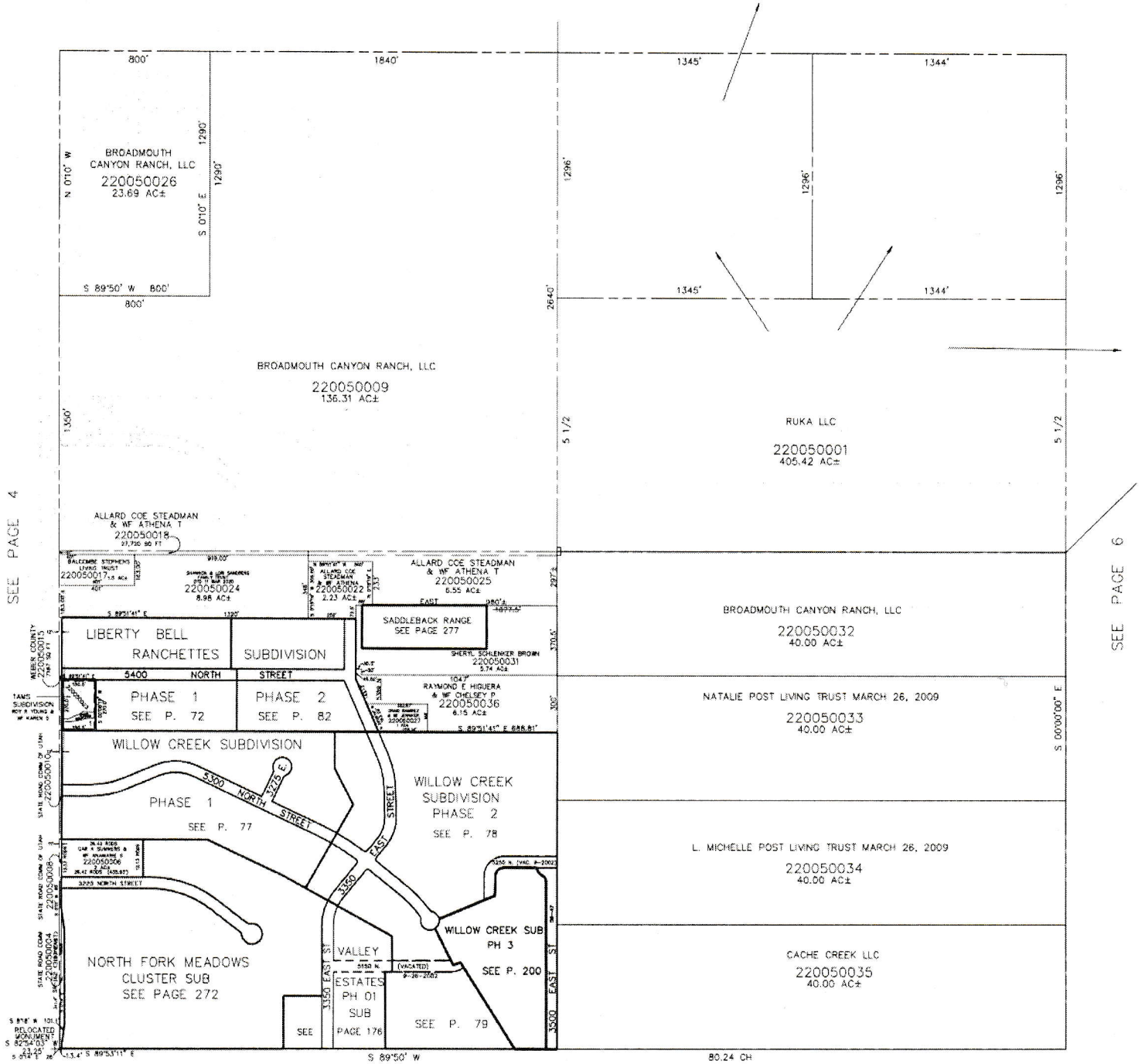
SECTION 8, T.7N., R.1E., S.L.B. & M.

IN WEBER COUNTY

SCALE 1" = 400'

TAXING UNIT: 36

SEE PAGE 2



SEE PAGE 7