



# AMICUS TITLE

**Escrow Officer: Heather Johnson**  
**File No.: AM1173-HJ**

1148 Legacy Crossing Blvd. #120  
Centerville, UT 84014  
(385) 301-2232

<p><b>Subject Property Address</b> Parcel 1: 6508 South 2800 East, Ogden UT, 84403, Parcel 2: Not Assigned, Ogden UT, 84403 and Parcel 3: 6480 South 2800 East Ogden, UT 84403</p>	<p><b>Buyer/Borrower(s):</b> TBD</p> <p>Phone:</p> <p><b>Seller(s):</b> Daniel Pusty, Barbara Trainor, Jerry A. Wright and Sally H.N. Wright, and Jerry A Wright and Sally H.N. Wright Parcel 1: 6508 South 2800 East, Ogden UT, 84403, Parcel 2: Not Assigned, Ogden UT, 84403 and Parcel 3: 6480 South 2800 East Ogden, UT 84403 Phone:</p>
<p><b>Listing Agent</b></p> <p>Phone: Fax:</p>	<p><b>Selling Agent</b></p> <p>Phone: Fax:</p>
<p><b>Mortgage Broker</b></p> <p>Phone: Fax:</p>	<p><b>Loan Processor</b> TBD</p> <p>Phone: Fax:</p>



ALTA Commitment Form (6-17-06)

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

WESTCOR LAND TITLE INSURANCE COMPANY

Westcor Land Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

Issued through the office
Amicus Title Insurance Agency

[Handwritten signature]

Authorized Signature

WESTCOR LAND TITLE INSURANCE



By: Mary O'Donnell
President
Attest: [Signature]
Secretary

(This Schedule A valid only when Schedule B is attached)

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alt.org/> >.*

(This Schedule A valid only when Schedule B is attached)



# Title Insurance Commitment

ISSUED BY  
**AMICUS TITLE & ESCROW SERVICES, LLC**

## Schedule A

1148 Legacy Crossing Blvd. #120  
Centerville, UT 84014

File No.: **AM1173-HJ**

1. Effective Date: **November 30, 2021 at 08:00 AM**

2. Policy (or Policies) to be Issued **POLICY AMOUNT**

Proposed Insured: TBD **\$0.00**

a. ALTA Extended Loan Policy of Title Insurance (6-17-06) **\$0.00**  
Premium: **\$0.00**  
Proposed Insured: **TBD**

b. Endorsements

ALTA Endorsement 9-06 (Restrictions, Encroachments, Minerals - Loan Policy) **\$20.00**  
ALTA Endorsement 22-06 (Location) **\$10.00**  
ALTA Endorsement 8.1-06 (Environmental Protection Lien) **\$25.00**

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by

**Daniel Pusty, an unmarried man and Barbara Trainor, an unmarried woman, as to Parcel 1 and Jerry A. Wright and Sally H.N. Wright, as to Parcel 2 and Jerry A Wright and Sally H.N. Wright, husband and wife, as to Parcel 3**

4. The land referred to in this Commitment is located in the County of Weber, State of Utah, and is described as follows:

See Exhibit "A" attached hereto and made a part hereof.

The following is shown for information purposes only:

Property Address: Parcel 1: 6508 South 2800 East, Ogden UT, 84403, Parcel 2: Not Assigned, Ogden UT, 84403 and Parcel 3: 6480 South 2800 East, Ogden, UT 84403

(This Schedule A valid only when Schedule B is attached)

## EXHIBIT "A"

Parcel 1: Lot 19, SHADOW OAKS SUBDIVISION NO. 3, according to the Official Plat thereof, on file and of record in the Weber County Recorder's Office.

TOGETHER WITH a 15 foot right of way, the center line of which is described as follows:

Beginning at a point which is North 0°51'15" West 44 feet and North 87°51'09" West 331.58 feet said point being on the West line of Lot 18, Shadow Oaks Subdivision No. 3, and running thence South 87°51'09" East 200 feet.

TOGETHER WITH a right of way over existing private roadway as shown on the Dedication Plat of Shadow Oaks Subdivision No. 3.

Parcel 2: Part of Lot 18, SHADOW OAKS SUBDIVISION NO. 3, Weber County, Utah: Beginning at the Southeast Corner of said Lot 18, being 664.06 feet South 0°51'51" East along the section line from the Northeast Corner of Section 26, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey; running thence North 81°33'36" West 339.16 feet along the Southerly line of said Lot 18, thence Northeasterly along the arc of a 45.00 foot radius curve to the left a distance of 7.51 feet (central angle = 9°33'57" and long chord bears North 27°40'48" East 7.50 feet), thence South 87°51'09" East 331.58 feet to the East line of said Lot 18, thence South 0°51'51" East 44.0 feet along said East line to the point of beginning.

TOGETHER WITH a right of way over existing private roadway as shown on Dedicated Plat of Shadow Oaks Subdivision No. 3

Parcel 3: All of Lot 18, SHADOW OAKS SUBDIVISION NO. 3 Weber County, Utah.

TOGETHER WITH a right of way over existing private roadway as shown on the Dedicated Plat of Shadow Oaks Subdivision No. 3.

Subject to and together with a 15 foot right of way, the center line of which is described as follows:


Beginning at a point which is North 0°51'15" West 44 feet and North 87°51'09" West 331.58 feet, said point being on the West line of Lot 18, Shadow Oaks Subdivision No. 3 and running thence South 87°51'09" East 200 feet.

Excepting: A part of Lot 18, Shadow Oaks Subdivision No. 3, Weber County Utah:

Beginning as the Southeast Corner of said Lot 18, being 664.06 feet South 0°51'51" East along the section line from the Northeast Corner of Section 26, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey; running thence North 81°33'36" West 339.16 feet along the Southerly line of said Lot 18, thence Northeasterly along the arc of a 45.00 foot radius curve to the left a distance of 7.51 feet (central angle = 9°33'57" and long chord bears North 27°40'48" East 7.50 feet); thence South 87°51'09" East 331.58 feet to the East line of said Lot 18, thence South 0°51'15" East 44.0 feet along said East line to the point of beginning.


Tax Parcel No.: 07-286-0003, 07-286-0002 and 07-286-0009

(This Schedule A valid only when Schedule B is attached)

	<b>Title Insurance Commitment</b>
	ISSUED BY <b>AMICUS TITLE &amp; ESCROW SERVICES, LLC</b>
<b>Schedule B Part I Requirements</b>	1148 Legacy Crossing Blvd. #120 Centerville, UT 84014

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy. In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$120.00
- c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- d. 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.
- e. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
- f. This Commitment will be subject to 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 for value of record the estate or interest or mortgage thereon covered by this commitment if not cleared prior to recordation of the insured interest.
- g. Pay all general and special taxes now due and payable.
- h. Release(s), reconveyance(s), or satisfaction(s), of items to be paid off.
- i. Notice to applicant: 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.
- j. Notice to applicant: the land covered herein may be serviced by districts, service companies and/or municipalities, which assesses charges for water, sewer, electricity and any other utilities, etc. which are not covered by this report or insured under a title insurance policy.

	<b>Title Insurance Commitment</b>
	<small>ISSUED BY</small> <b>AMICUS TITLE &amp; ESCROW SERVICES, LLC</b>
<b>Schedule B Part II Exceptions</b>	1148 Legacy Crossing Blvd. #120 Centerville, UT 84014

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. The Lien of Real Estate Taxes or assessments imposed on the title by a governmental authority that are not shown as existing Liens in the Records of any taxing authority that levies taxes or assessments on real property or in the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, claims of easement or encumbrances that are not shown in the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land and not shown in the Public Records.
5. Unpatented mining claims; 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 in the Public Records.

**Exception Numbers 1 through 6 will not appear in any Extended Coverage Policy to be issued hereunder.**

7. Taxes for the year 2021 are now paid in the amount of \$6,944.89. Taxes for the year 2022 will accrue as of January 1, 2022. Tax ID No. 07-286-0003.
8. Taxes for the year 2021 are now paid in the amount of \$153.71. Taxes for the year 2022 will accrue as of January 1, 2022. Tax ID No. 07-286-0002.
9. Taxes for the year 2021 are now paid in the amount of \$5,163.76. Taxes for the year 2022 will accrue as of January 1, 2022. Tax ID No. 07-286-0009.
10. Said property is located within the boundaries of Weber Basin Water Conservancy District, Taylor-West Weber Culinary Water Improvement District (731-1668), and Weber County Fire Protection Service Area No. 4, and is subject to the charges and assessments levied thereunder.
11. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
12. Subject to all existing roads, streets, alleys, ditches, reservoir, canals, utilities, pipe lines, power, telephone, cable, fiber optic, sewer, gas or water lines, rights of way and easements thereof.

13. Declaration of Covenants, Conditions and Restrictions and other instruments recorded for Shadow Oaks Subdivision, recorded April 25, 1984, as Entry No. 907111, in Book 1444, at Page 2521, Weber County Recorder's Office, which may impose a transfer fee or conveyance fee payable upon the conveyance of an interest in real property or payable for the right to make or accept such a transfer, and any and all fees, liens or charges, whether recorded or unrecorded, if any, currently due payable or that will become due or payable, and any other rights deriving therefrom, that are assessed pursuant thereto.
14. Declaration of Covenants, Conditions and Restrictions and other instruments recorded for Shadow Oaks Subdivision, recorded April 25, 1984, as Entry No. 907112, in Book 1444, at Page 2526, Weber County Recorder's Office, which may impose a transfer fee or conveyance fee payable upon the conveyance of an interest in real property or payable for the right to make or accept such a transfer, and any and all fees, liens or charges, whether recorded or unrecorded, if any, currently due payable or that will become due or payable, and any other rights deriving therefrom, that are assessed pursuant thereto.  
  
Bylaws of Shadow Oaks Homeowners Association and other instruments, recorded April 25, 1984, as Entry No. 907113 in Book 1444 at Page 2531 of Official Records.
15. 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 therein, recorded December 13, 2012, as Entry No. 2610456, Weber County Records.
16. Certificate of Creation establishing the Northern Utah Environmental Resource Agency ("NUERA") and the terms, conditions and limitations contained therein, recorded on January 20, 2015, as Entry No. 2718461 of Official Records.
17. Subject to that certain agreement and the terms, conditions and limitations contained therein, recorded on December 30, 2020, as Entry No. 3114009, of Official Records.
18. A Deed of Trust dated October 10, 2005 by and between Ken Cassar, a married man, as Trustor in favor of Founders Title Company as Trustee and Kuf Management, LLC as Beneficiary, to secure an original indebtedness of \$150,000.00 and any other amounts or obligations secured thereby, recorded October 12, 2005 as Entry No. 2134936, of Official Records.

(Parcel 3)

19. A Deed of Trust dated June 2, 2005 by and between Ken Cassar, as Trustor in favor of Scott Sabey, Attorney at Law as Trustee and Home Equity Store, Inc. as Beneficiary, to secure an original indebtedness of \$275,000.00 and any other amounts or obligations secured thereby, recorded December 7, 2005 as Entry No. 2147113, of Official Records.

(Parcels 2 and 3)

20. A Deed of Trust dated January 23, 2006 by and between Ken Cassar, as Trustor in favor of Founders Title Company as Trustee and Kuf Management LLC as Beneficiary, to secure an original indebtedness of \$100,000.00 and any other amounts or obligations secured thereby, recorded January 23, 2006 as Entry No. 2156061, of Official Records.

(Parcel 3)

**NOTE: Title is to vest in persons not yet revealed, and when so vested will then be subject to matters disclosed by a search of the record against their names.**

\* \* \* \* \*

**CONTINUED**



**NOTE:** Judgments and Public Records have been checked against the following:

**Daniel Pusty, Barbara Trainor  
Jerry A. Wright and Sally H.N. Wright**

There were no judgments found, except as shown herein.

**NOTE:** For informational purposes only, a 24 month chain of title is provided: A review of the records contained in the County Recorder's Office was conducted to the effective date of this commitment as shown in Schedule "A" herein and the following Deeds of Conveyance and/or Real Estate Purchase Contracts were found:

Warranty Deed recorded December 31, 2020, as Entry No. 3114504, wherein Richard Parkinson and Chrystal Parkinson, husband and wife as joint tenants appears as Grantor, and Daniel Pusty, an unmarried man and Barbara Trainor, an unmarried woman appears as Grantee.

(Parcel 1)

QuitClaim Deed recorded December 31, 2020, as Entry No. 3114568, wherein Richard Parkinson and Chrystal Parkinson appears as Grantor and Jerry A. Wright and Sally H.N. Wright appears as Grantee.

(Parcel 2)



## NOTICE OF PRIVACY POLICY

OF

### Westcor Land Title Insurance

Westcor Land Title Insurance ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

#### **Who is Covered**

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

#### **Information Collected**

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

#### **Access to Information**

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

#### **Information Sharing**

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

#### **Information Security**

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

*The WLTIC Privacy Policy can also be found on WLTIC's website at [www.wltic.com](http://www.wltic.com).*