

Deliver to: WEBER COUNTY
Attn:
Address:

Tel: Fax:

Schedule A

Order Number: PH 14297

STEWART COMMITMENT

1. Effective Date: April 25, 2016 at 8:00 AM

2. Policy or Policies to be issued:

(a) A.L.T.A. Owner's
Proposed Insured

Amount of Insurance

\$ 0.00

Premium Amount

\$ 0.00

(b) A.L.T.A. Mortgagee's
Proposed Insured:

\$ 0.00

\$ 0.00

ENDORSEMENTS :

Total: \$ 0.00
Premium Total: \$ 0.00
Additional Charges: \$ 0.00

OTHER ENDORSEMENTS:

\$

OTHER SERVICES:

\$

TOTAL: \$ 0.00

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 estate or interest in said land is at the effective date hereof vested in:

BRADFORD J. DOBSON and AMY M. DOBSON, husband and wife, as joint tenants

5. The land referred to in this commitment is described as follows:

21-026-0019, 21-024-0008

See Attached Exhibit "A"

PROPERTY KNOWN AS: TO BE DETERMINED

Authorized Countersignature

EXHIBIT "A"

A PART OF THE SOUTHWEST QUARTER OF SECTION 16 AND THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 NORTH, RANGE 2 EAST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 500 SOUTH STREET AND THE EAST RIGHT-OF-WAY LINE OF 8600 EAST STREET BEING A POINT LOCATED 630.04 FEET NORTH 89°25'00" WEST AND 760.64 FEET SOUTH 00°35'00" WEST FROM THE EAST QUARTER CORNER OF SAID SECTION 17 BEING A WEBER COUNTY BRASS CAP MONUMENT; RUNNING THENCE SOUTH 88°39'30" EAST 730.59 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF 500 SOUTH STREET TO THE WEST BOUNDARY LINE OF MOUNTAIN VALLEY MEADOWS SUBDIVISION FILED AS ENTRY NO. 573528 IN THE FILES OF THE WEBER COUNTY RECORDER; THENCE ALONG SAID WEST BOUNDARY LINE THE FOLLOWING THREE (3) COURSES; (1) SOUTH 04°27'40" EAST 494.23 FEET; (2) SOUTH 08°25'40" EAST 206.66 FEET; AND (3) SOUTH 05°50'40" EAST 524.66 FEET TO THE NORTH BOUNDARY LINE OF RIVER RANCH FILED AS ENTRY NO. 1963391 IN THE FILES OF THE WEBER COUNTY RECORDER; THENCE SOUTH 66°15'20" WEST (SOUTH 65°56'00" WEST BY RECORD) 58.55 FEET ALONG SAID NORTH BOUNDARY LINE; THENCE SOUTH 79°33'11" WEST 161.00 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 00°04'49" WEST 53.40 FEET ALONG SAID EAST LINE; THENCE NORTH 80°26'49" WEST 540.99 FEET TO THE EAST RIGHT-OF-WAY LINE OF 8600 EAST STREET; THENCE NORTH 07°46'48" WEST 191.05 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO AN EXISTING FENCE LINE BEING A POINT ON THE SOUTH BOUNDARY LINE OF THE JAMES L. ZELEZNICK PROPERTY FILED AS ENTRY NO. 2773943 IN THE FILES OF THE WEBER COUNTY RECORDER'S OFFICE; THENCE ALONG THE BOUNDARY LINE OF SAID ZELEZNICK PROPERTY THE FOLLOWING FOUR (4) COURSES; (1) NORTH 84°37'59" EAST 192.95 FEET ALONG SAID FENCE LINE; (2) NORTH 06°26'37" WEST 311.80 FEET TO AN EXISTING FENCE LINE; (3) SOUTH 82°14'11" WEST 54.45 FEET ALONG AN EXISTING FENCE LINE; AND (4) SOUTH 84°55'28" WEST 141.83 FEET ALONG AN EXISTING FENCE LINE TO THE EAST RIGHT-OF-WAY LINE OF 8600 EAST STREET; THENCE NORTH 03°48'02" WEST 649.95 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

TO BE KNOWN AS LOTS 1-5, EAST LAKE MEADOWS SUBDIVISION.

AS PER A HANSEN & ASSOCIATES, INC. SURVEY DATED MARCH 9, 2016, JOB NO. 15-131.

Schedule B

Order Number: PH 14297

Commitment Number:

Showing matters which will be excepted in the Policy unless the same are disposed of to the satisfaction of the company.

(SECTION-1)

1. Defects, liens, encumbrances, adverse claims of 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.
2. Taxes for the current year.
3. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments of any overlapping of improvements or other boundary or location disputes (can be eliminated or amended in mortgagee's policy upon proper evidence being furnished).
4. Restrictive covenants affecting the property described in Schedule A.
5. Rights of claims of parties in possession, and not of record in the public records; liens for labor, services or material or claim to same which are not of record in said records.
6. Any roadway or easement, similar or dissimilar, on, under, over or across said property, or any part thereof and not of record in said 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 governmental regulation pertaining to wetlands.

(Section-2)

The following matters will be excepted in Schedule B of the policy to be issued:

1. Taxes for the year 2016 are a lien, not yet due.
Taxes for the year 2015 have been paid in the amount of \$240.23. Tax Serial No. 21-026-0019.
Taxes for the year 2015 have been paid in the amount of \$18.52. Tax Serial No. 21-024-0008.
New Tax Serial No.(s) for the year 2017 will be 21-026-0120 and 21-026-0121.
2. Any charge upon the land by reason of its inclusion in Weber County Fire Protection Service Area No. 4.
3. Resolution No. 27-2012, A Resolution of 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 as Entry No. 2610456 of Official Records.
4. An Affidavit for the Resolution establishing the Ogden Valley Transmitter/Recreation Special Service District recorded March 09, 2015, as Entry No. 2725109 of Official Records.
5. The rights of the public to use or pass through the land for recreational purposes and/or access to the waterway known as the Town Ditch and South Fork Ogden River provided that such public rights have been or may be established by documented or otherwise proven use for a period of time.
6. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.
7. The rights of the public to use or pass through the land for recreational purposes and/or access to the waterway known as the Town Ditch and South Fork Ogden River provided that such public rights have been or may be established by documented or otherwise proven use for a period of time.

(Continued)

Schedule B

Order Number: PH 14297

Commitment Number:

8. Real Estate Purchase and Sale Agreement by and between Weber County and W. Hyrum Hardcastle Enterprises recorded December 02, 2015, as Entry No. 2767790 of Official Records.
9. Access and Utilities Easement recorded January 14, 2016, as Entry No. 2773947 of Official Records.
10. RESTRICTIVE EASEMENT AND CONDITIONS CONTAINED THEREIN:

Grantor: JAMES L. ZELEZNICK, Trustee of The James L. Zeleznick Revocable Living Trust, dated February 24, 2004
Grantee: WEBER/MORGAN HEALTH DEPARTMENT
Description: 115' RADIUS WELL RESTRICTIVE EASEMENT. AN EASEMENT BEING 115 FEET IN RADIUS FROM THE FOLLOWING DESCRIBED CENTER POINT BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; SAID CENTER POINT IS SOUTH 19°19'32" WEST 1558.19 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 17.
Purpose: A well protection easement. The terms of this easement are to comply with the regulatory laws, requirements, ordinances and policies administered by the Weber/Morgan Health Department for the protection of drinking water related to culinary water wells in the State of Utah, and to provide a separation from a culinary water well from concentrated sources of pollution. The easement as granted is a perpetual easement and shall run with the land and is binding on any and all successors and assigns.
Dated: January 4, 2016
Recorded: January 14, 2016
Entry No.: 2773945
Page: 1 of 4

11. ACCESS AND UTILITIES EASEMENT AND CONDITIONS CONTAINED THEREIN:

Grantor: W. HYRUM HARDCASTLE ENTERPRISES
Grantee: BRADFORD J. DOBSON and AMY M. DOBSON, joint tenants, its successors and assigns
Location: Upon Request
Purpose: A perpetual, non-exclusive fifteen foot (15') wide right-of-way and easement
Dated: January 13, 2016
Recorded: January 14, 2016
Entry No.: 2773947
Page: 1 of 6

12. TRUST DEED

Dated: January 13, 2016
Amount: \$403,338.00
Trustor: BRADFORD J. DOBSON and AMY M. DOBSON
Trustee: FIRST AMERICAN TITLE INSURANCE AGENCY, LLC
Beneficiary: W. HYRUM HARDCASTLE ENTERPRISES, a Utah limited partnership
Recorded: January 14, 2016
Entry No.: 2773949
Page: 1 of 6

(Continued)

Schedule B

Order Number: PH 14297

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13. TRUST DEED

Dated: December 17, 2015
Amount: \$175,000.00
Trustor: BRADFORD J. DOBSON and AMY M. DOBSON
Trustee: PHILLIPS-HANSEN LAND TITLE COMPANY
Beneficiary: WALTON FEED WEST, INC.
Recorded: January 14, 2016
Entry No.: 2774030
Page: 1 of 5

14. Subject to all easements, notes, and restrictions shown on the East Lake Meadows Subdivision Plat to be recorded.
15. Any interest of Weber County to review the assessment of said property as it has been entitled to Assessment for agricultural use (Green Belt Amendment) pursuant to the provisions of Section 59-5-86, Utah Code Annotated, 1953, Notice of which is given in instrument recorded February 24, 2016, as Entry No. 2779515 of Official Records.
16. Subject to a Petition to Weber Basin Water Conservancy District for the Allotment of Water, recorded April 22, 2016, as Entry No. 2789664 of Official Records.

Schedule B-1

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The following requirements must be met and completed to the satisfaction of the Company before its policy of title insurance will be issued:

1. Show that restrictions or restrictive covenants have not been violated.
2. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate of interest, mortgage or lien to be issued.
3. 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.
4. Pay all general and special taxes now due and payable.

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 other utilities, etc. Which are not covered by this report or insured under a Title Insurance Policy.

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 judgement in any court of proper jurisdiction.

NOTE: The following names have been checked for judgments:

BRADFORD J. DOBSON
AMY M. DOBSON

No unsatisfied judgments appear of record in the last eight years except as shown herein.

NOTE: EXCEPTIONS 1-4 WILL NOT APPEAR IN THE MORTGAGE POLICY TO BE ISSUED HEREUNDER

The Owner's Policy of title insurance committed for in this Commitment, if any, shall contain, in addition to the Items set forth in Schedule B-Section 2, thence following items: (1) The Deed of Trust, if any, required under Schedule B-Section 1, Item (b). (2) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.

NOTICE TO APPLICANT: If you require copies of any documents identified in this commitment for title insurance, the Company will furnish the same upon specific request, either free of charge or for the actual cost of duplication for those copies requiring payment by the Company to obtain.

NOTICE TO APPLICANT: the land described in this Commitment may be serviced by services provided by Cities, Towns, public utility companies and other firms providing municipal type services which do not constitute liens upon the land and for which no notice of the existence of such service charges are evidence in the Public Records. The applicant should directly contact all entities providing such services and make the necessary arrangements to insure payment for such services and continuation of services to the land.

ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM 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.

THIS COMMITMENT (PRELIMINARY REPORT) IS NOT AN ABSTRACT, EXAMINATION, REPORT, OR REPRESENTATION OF FACT OR TITLE AND DOES NOT CREATE AND SHALL NOT BE THE BASIS OF ANY CLAIM FOR NEGLIGENCE, NEGLIGENT MISREPRESENTATION OR OTHER TORT CLAIM OR ACTION. THE SOLE LIABILITY OF COMPANY AND ITS TITLE INSURANCE AGENT SHALL ARISE UNDER AND BE GOVERNED BY THE CONDITIONS OF THE COMMITMENT.

This Commitment is subject to a \$200.00 Cancellation Fee. Said Cancellation Fee will be credited to Policy amount.

PHILLIPS-HANSEN LAND TITLE COMPANY Commitment-1999
Schedule B-2

Please make any inquires for Title questions to Bruce Evans, Phone No. (435) 723-6806.

STG Privacy Notice 2 (Rev 01-26-09) Independent Agencies and Unaffiliated Escrow Agents

WHAT DO/DOES the PHILLIPS-HANSEN LAND TITLE COMPANY AND STEWART TITLE GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of PHILLIPS-HANSEN LAND TITLE COMPANY and its affiliates STEWART TITLE GUARANTY COMPANY, pursuant to Title V of the GRAMM-LEACH-BLILEY ACT (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as PHILLIPS-HANSEN LAND TITLE COMPANY AND STEWART TITLE GUARANTY COMPANY, need to share customers' personal information to run their everyday business--to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	DO WE SHARE	CAN YOU LIMIT THIS SHARING
For our everyday business purposes to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	YES	NO
For our marketing purposes --to offer our products and services to you.	YES	NO
For joint marketing with other financial companies	NO	WE DON'T SHARE
For our affiliates' everyday business purposes --information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	YES	NO
For our affiliates' everyday business purposes --information about your creditworthiness	NO	WE DON'T SHARE
For our affiliates' to market to you	YES	NO
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies	NO	WE DON'T SHARE

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices

How often do/does PHILLIPS-HANSEN LAND TITLE COMPANY AND STEWART TITLE GUARANTEE COMPANY notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does PHILLIPS-HANSEN LAND TITLE COMPANY AND STEWART TITLE GUARANTEE COMPANY protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures include computer, file, and building safeguards.
How do/does PHILLIPS-HANSEN LAND TITLE COMPANY AND STEWART TITLE GUARANTEE COMPANY collect my personal information?	We collect your personal information, for example, when you .request insurance-related services . provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.
CONTACT US	If you have any questions about this privacy notice, please contact us at 435 723 6806