

**SCHEDULE A**

Order Number: **6-069099**

1. Effective date: **May 13, 2016 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:

**Allan T. Clark and Shirley S. Clarke Family Trust, Allan T. Clarke, Shirley S. Clarke, and Neal T. Clark, Trustees and Allan T. Clarke and Shirley S. Clarke Family Trust, Allan T. Clarke, Shirley S. Clarke, and Neal T. Clarke, Trustees, as their interests may appear**

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:

**2433 South 3850 West  
Ogden Utah, 84401**

STATEMENT OF CHARGES

These charges are due and payable.

**Commitment Only      \$300.00**

## SCHEDULE A

Order Number: **6-069099**

### LEGAL DESCRIPTION

Parcel 1:

All of Lot 20, Willow Wood Subdivision No. 4, Amended, Weber County, Utah, according to the official plat thereof.

Also:

A part of the Southeast Quarter of Section 28, Township 6 North, Range 2 West, Salt Lake Meridian, U.S. Survey, described as follows: Beginning at the Southwest Corner of Lot 20, Willow Wood Subdivision No. 4, which point is North 813.76 feet and 30.00 feet South 89°51' East and 150.00 feet North from the Southwest Corner of said Southeast Quarter, running thence North along the West line of said Subdivision 363.22 feet, more or less, to the Northwest Corner of said Lot 20; thence West 30.00 feet, more or less, to the West line of said Quarter Section; thence South along said West line 363.22 feet; thence East 30.00 feet, more or less, to the point of beginning.

Less and excepting:

A tract of land being a part of property deeded Entry No. 2024451 on April 15, 2004 within the Southeast Quarter of Section 28, Township 6 North, Range 2 West, Salt Lake Base and Meridian, having a basis of bearing of South 89°07'48" East between the Monumented South Quarter Corner (NAD27 Grid coordinates of x= 1842858.355 y= 323626.357) and the Monumented Southeast Corner (NAD 27 Grid coordinates of x= 1845046.251 y= 323504.55) of said Section 28, said tract being described by survey as follows:

Beginning at a point located 813.89 feet North 00°42'57" East along the monumented quarter section line of said Section 28, and 30.00 feet South 89°17'05" East being the Southwest Corner of Lot 19, of said Amended Willow Wood Subdivision No. 4, and 189.59 feet North 00°43'51" East along the West boundary of said Lot 19 to the Common Lot Corner of said Lot's 19 and 20, said point being near the center of an existing canal, from said South Quarter Corner of Section 28; running thence South 69°15'57" West 32.25 feet to said monumented quarter section line; thence South 00°42'57" West 28.58 feet, more or less, along the West boundary of said tract deed Entry No. 2024451 to the Southwest Corner of said tract; thence South 89°17'05" East 30.00 feet, more or less, along the South boundary of said tract to the Southeast Corner of said tract being on the West boundary of Lot 19, Amended Willow Wood Subdivision No. 4, recorded in Plat Book 34, Page 32 of the plat records of Weber County; thence North 00°43'51" East 39.37 feet, more or less, along said West boundary of Lot 19 to the point of beginning.

Parcel No.: **15-161-0006**

## SCHEDULE B – SECTION 1

Order Number: **6-069099**

### 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 **Shalie Swartz** 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 **shalie@backmantitle.com**.

Please direct any title inquiries concerning this commitment to **Wim Becker**.

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

Allan T. Clarke  
Shirley S. Clarke  
Neal T. Clarke (Clark)  
Allan T. Clark(e) and Shirley S. Clarke Family Trust

## SCHEDULE B – SECTION 2

Order Number: **6-069099**

### 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. Lien of taxes, not yet due and payable:  
Year: 2016  
Parcel No.: 15-161-0006  
Prior year: 2015 Paid under Prior No. 15-161-0002  
Amount: \$4,434.03
9. The land described herein is located within the boundaries of Weber County Taxing District No. 53, and is subject to any assessments levied thereby.
10. The land described herein is located within the boundaries of Taylor West Weber Culinary Water (731-1668), 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. Covenant to run with the land:  
Recorded: July 29, 1985  
Entry No.: 943251  
Book/Page: 1472/588  
Wherein: Owner hereby petitions for the institution of proceedings leading to the establishment of a County Service Area or Areas

13. Easement, and the terms and conditions thereof:  
 Disclosed by: Plat of said subdivision  
 Purpose: Utilities and Drainage  
 Area Affected: Westerly and Northerly 7 feet
14. Easement, and the terms and conditions thereof:  
 Disclosed by: Plat of said subdivision  
 Purpose: Canal  
 Area Affected: 42 feet wide affecting a portion of the Southerly half of said lot, as delineated on the official plat of said subdivision
15. Easement, and the terms and conditions thereof:  
 Grantee: Vaughan Allen  
 Recorded: July 14, 1994  
 Entry No.: 1301601  
 Book/Page: 1723/658  
 Purpose: Easement and right of way for ingress and egress  
 Area Affected: Beginning at the Northeast Corner of Lot 20, Willow Wood Subdivision No. 4, Amended in the Southeast Quarter of Section 28, Township 6 North, Range 2 West, Salt Lake Base and Meridian; and running thence South 4°05'05" East 165.64 feet; thence South 7°11'11" East 58.36 feet; thence along the arc of a 55 foot curve to the left 24.54 feet (the long chord bears South 70°01'59" West 24.33 feet); thence North 0°55'59" East 231.46 feet to the point of beginning.
16. Easement, and the terms and conditions thereof:  
 Grantee: Vaughan L. Allen and Norma B. Allen  
 Recorded: September 25, 1995  
 Entry No.: 1365389  
 Book/Page: 1773/822  
 Purpose: An easement only to ingress and egress  
 Area Affected: Beginning at the Northeast Corner of Lot 20 of Willow Wood Subdivision No. 4, Amended in the Southeast Quarter of Section 28, Township 6 North, Range 2 West, Salt Lake Base and Meridian, and running thence South 4°05'05" East 165.64 feet; thence South 7°11'11" East 58.36 feet; thence along the arc of a 55 foot curve to the left 24.54 feet (the long chord bears South 70°01'59" West 24.33 feet); thence North 4°00'39" West 232.04 feet; thence South 89°53' East 20.00 feet to the point of beginning.
17. 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
18. Certificate of Creation establishing the Northern Utah Environmental Resource Agency:  
 Recorded: January 20, 2015  
 Entry No.: 2718461
19. Note: There are discrepancies on the tow vesting deeds, Quit Claim Deed 1644061 and Quit Claim Deed 2024451, wherein the spelling on the last name "Clarke" is shown as "Clark". Also, neither deed specifies a trust date. (For information purposes only).

20. A Deed of Trust (Home Equity Line/Revolving Credit), and the terms and conditions thereof:  
Stated Amount: \$250,000.00  
Trustor(s): Allan T. Clarke and Shirley S. Clarke  
Trustee: KeyBank National Association  
Beneficiary: KeyBank National Association  
Dated: October 24, 2008  
Recorded: October 27, 2008  
Entry No.: 2372139
21. Judgment from the Office of Recovery Services, State of Utah:  
Defendant: Alan T. Clark (6513)  
Filed: April 28, 2000  
Amount: \$0.00  
Case No.: 006905819
22. Judgment from the Office of Recovery Services, State of Utah:  
Defendant: Alan T. Clark (6513)  
Filed: April 15, 2009  
Case No.: 096901768
23. Judgment from the Office of Recovery Services, State of Utah:  
Defendant: Alan T. Clark (6513)  
Filed: May 5, 2010  
Case No.: 106902762
24. Warrant in Favor of The State of Utah:  
Plaintiff: Utah State Tax Commission  
Against: Alan T. Clark (6513)  
Amount: \$225.42 plus penalties and interest  
Entered: March 21, 2011  
Civil/Case No.: 116901762
25. Judgment from the Office of Recovery Services, State of Utah:  
Defendant: Alan T. Clark (6513)  
Filed: July 3, 2013  
Case No.: 136904202
26. Judgment from the Office of Recovery Services, State of Utah:  
Defendant: Alan T. Clark (6513)  
Filed: October 18, 2013  
Case No.: 136907649
27. Judgment from the Office of Recovery Services, State of Utah:  
Defendant: Alan T. Clark (6513)  
Filed: November 6, 2013  
Amount: \$2,680.00 plus interest  
Case No.: 136908249
28. Judgment from the Office of Recovery Services, State of Utah:  
Defendant: Alan T. Clark (6513)  
Filed: November 6, 2013  
Amount: \$1,183.00 plus interest  
Case No.: 136908250

## SCHEDULE C

Order Number: **6-069099**

### 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				

## 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](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 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.*