

U.S. TITLE INSURANCE AGENCY, LLC

MAY 24, 2018

1436 SOUTH LEGEND HILLS #100
CLEARFIELD, UTAH 84015
PHONE (801) 779-7143
FAX (801) 779-7153

U.S. TITLE FILE: WB91700SH

RE: TBD
HERBERT D. CHRISTIAN AND B. CAROL CHRISTIAN
5995 SOUTH SPRING CANYON ROAD
OGDEN, UT 84403

LENDER:

,
Fax #

LISTING AGENT: KELLER WILLIAMS LEGACY
SHANNON WILLIAMS OLSEN
1572 North Woodland Park Drive
LAYTON, UT 84041
Fax #

SELLING AGENT:

,
Fax #

Thank you for placing the above-referenced order with U.S. TITLE We look forward to working with you and will see that this transaction is handled in a timely and efficient manner.

ESCROW OFFICER: SCOTT HAMMER
EMAIL: hammer@ustitleutah.com

ESCROW ASSISTANTS: JAMEY TAYLOR KRISTY HARVEL
EMAIL: jtaylor@ustitleutah.com / kharvel@ustitleutah.com

U.S. TITLE FILE: WB91700SH

If you did not receive all the pages of this Commitment, please call (801) 779-7143.

SCHEDULE A

Order Number: WB91700SH

Effective Date: May 9, 2018 @ 8:00 a.m.

1. Policy or Policies to be issued:	Amount	Premium
(a) ALTA Owner's Policy: 2006 Policy Proposed Insured: TBD	\$TBD	\$TBD
(b) ALTA Loan Policy 2006 Policy Proposed Insured: TBD	\$TBD	\$TBD

Endorsements: \$TBD

2. The estate or interest in the land described or referred to in this Commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

Herbert D. Christian and B. Carol Christian, husband and wife as joint tenants with full rights of survivorship

3. The land referred to in this Commitment is described as follows:

All of Lot 29, EASTWOOD SUBDIVISION NO. 10, Weber County, Utah, according to the official plat thereof.

Said property is located in WEBER County, State of Utah also known as:

5995 SOUTH SPRING CANYON ROAD
OGDEN, UT. 84403

Parcel Identification Number: 07-254-0009


Authorized Countersignature

SCHEDULE B - SECTION 1
Requirements

The following are the requirements to be complied with:

- (1) Pay the Agreed amounts for the interest in the land and/or the mortgage to be insured.
- (2) Pay us the premiums, fees and charges for the policy.
- (3) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (4) 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.
- (5) After we have received the information requested in these requirements, together with any other information about the transaction, we will have the right to add requirements to this Schedule B-1 or special exceptions to Schedule B-2.
6. Warranty Deed executed by HERBERT D. CHRISTIAN and B. CAROL CHRISTIAN to TBD conveying fee simple title.
7. Trust Deed securing your note executed by TBD.
8. Pay any amounts due under Exception No. 17.
9. TO REMOVE EXCEPTION NUMBERS 2, 3 AND 4, FROM SCHEDULE B HEREOF, THE COMPANY MAY REQUIRE EITHER/OR AN ALTA/ASCM SURVEY OF LAND OR AN INSPECTION OF SAID PROPERTY AT THE OPTION OF THE COMPANY.

(Continued)

**SCHEDULE B - Section 1
Requirements (Continued)**

10. NOTICE TO APPLICANT: THE LAND HEREIN MAY BE SERVICED BY CITIES, TOWNS, COUNTIES, SERVICE DISTRICTS OR PRIVATE ENTITIES WHICH PROVIDE SERVICES TO THE LAND, INCLUDING, BUT NOT LIMITED TO WATER, SEWER, GARBAGE, ELECTRICITY, STREET LIGHTING, CURB AND GUTTER, ETC., FOR WHICH NO NOTICE OF ANY RIGHTS CLAIMED TO EXIST BY SUCH ENTITIES ARE SHOWN OF RECORD. YOU SHOULD MAKE AN INQUIRY INTO SUCH MATTERS, INCLUDING SEEING ARRANGEMENTS AS APPLICABLE TO ESTABLISH YOUR RIGHTS TO RECEIVE SAID SERVICES. THE COMPANY HAS NO OBLIGATION RELATING TO THE SERVICES OR THE CHARGES ARISING FROM SUCH SERVICES.

SCHEDULE B - Section 2
Exceptions

Any Policy we insure will have the following exceptions unless they are taken care of to our satisfaction.

Part I:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes of assessments on real property or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary line, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claim: 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 by the public records.
7. 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 of record for value the estate or interest or mortgage thereon covered by this commitment

8. Taxes for the year 2018 now a lien, not yet due. General property taxes for the year 2017 were paid in the amount of \$2,268.05. Tax Parcel No. 07-254-0009.

(Continued)

SCHEDULE B - Section 2
(Exceptions continued)

9. PROPERTY IS LOCATED WITHIN THE FOLLOWING SPECIAL IMPROVEMENT DISTRICTS:

DISTRICTS: WEBER COUNTY
 WEBER COUNTY SCHOOLS
 UINTAH HIGHLANDS WATER & SEWER
 WEBER CO FIRE SERVICE AREA 4
 CENTRAL WEBER SEWER IMPROVEMENT DISTRICT
 WEBER AREA DISPATCH 911 AND EMERGENCY SERVICE
 NORTHERN UTAH ENVIRONMENTAL RESOURCE AGENCY

10. Resolution No. 27-2012 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, recorded December 13, 2012 as Entry No. 2610456 of Official Records.
11. Petition to Weber Basin Water Conservancy District for the Allotment of Municipal Untreated Water for Irrigation Purposes for Use by Individuals for 4.5 acre-feet of water, recorded SEPTEMBER 24, 1999 as Entry No. 1664284 in Book 2035 at Page 1578 of Official Records.
12. Mineral rights, claims or title to minerals in or under the land, including but not limited to, metals, oil, gas, coal, or other hydrocarbons, and easements or other rights relating thereto, whether express or implied, recorded or unrecorded.
13. Agreement dated April 30, 1918, to erect, repair, maintain and operate reservoirs, ditches, canals, flumes or other devices for storing and conveying water in favor of The Uintah Mountain Stream Irrigation Company, recorded May 4, 2001 as Entry No. 1768524 in Book 2136 at Page 1625 of Official Records.
14. All existing roads, streets, alleys, streams, ditches, utilities, canals, pipelines, power poles, telephone, sewer, gas or water lines and rights-of-way and easements thereof.
15. Easements, conditions and restrictions as disclosed by the Plat, recorded September 05, 1979 as Entry No. 788548 in Book 22 of Plats at Page 74 and 75 of Official Records. Amended Plat recorded December 4, 1980 as Entry No. 825758 in Book 23 of Plats at Page 49 of Official Records.
16. Declaration of Covenants, Conditions and Restrictions, recorded November 30, 1979 as Entry No. 797365 in Book 1335 at Page 481 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenant, condition or restriction violates 42 USC 3604 (c).

(Continued)

SCHEDULE B - Section 2
(Exceptions continued)

17. Notice of Lien in the amount of \$403.72 in favor of Uintah Highlands Improvement District, recorded January 28, 1992 as Entry No. 1164851 in Book 1616 at Page 2745 of Official Records.

* * * * *

According to the official records, there have been no documents conveying the land described herein within 24 Months prior to the date of this commitment. Except the following: NONE.

NOTE: The names of TBD and HERBERT D. CHRISTIAN and B. CAROL CHRISTIAN have been checked for Judgments and Tax Liens, etc., in the appropriate offices and if any were found would appear as Exceptions to title under Schedule B, Section 2 herein.

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: Scott Hammer at (801) 779-7143 at 1436 South Legend Hills Drive, Suite 100, Clearfield, Utah 84015.

NOTE: The Policy(ies) to be issued as a result of this Commitment may contain an Arbitration Clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

**The First American Corporation
US Title Insurance Agency, LLC**

Privacy Policy

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 of 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 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 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 the 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.

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section 2 may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section 1 are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section 1

or

eliminate with our written consent any Exceptions shown in Schedule B - Section 2.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

PART OF WEST 1/2 OF SEC. 24 T.5N., R.1W., S.L.B. & M.
EASTWOOD SUBDIVISION NO. 10
 LOTS 7-11, 29, 36
 AMENDED LOTS 26-28
 IN WEBER COUNTY
 SCALE 1"=100'

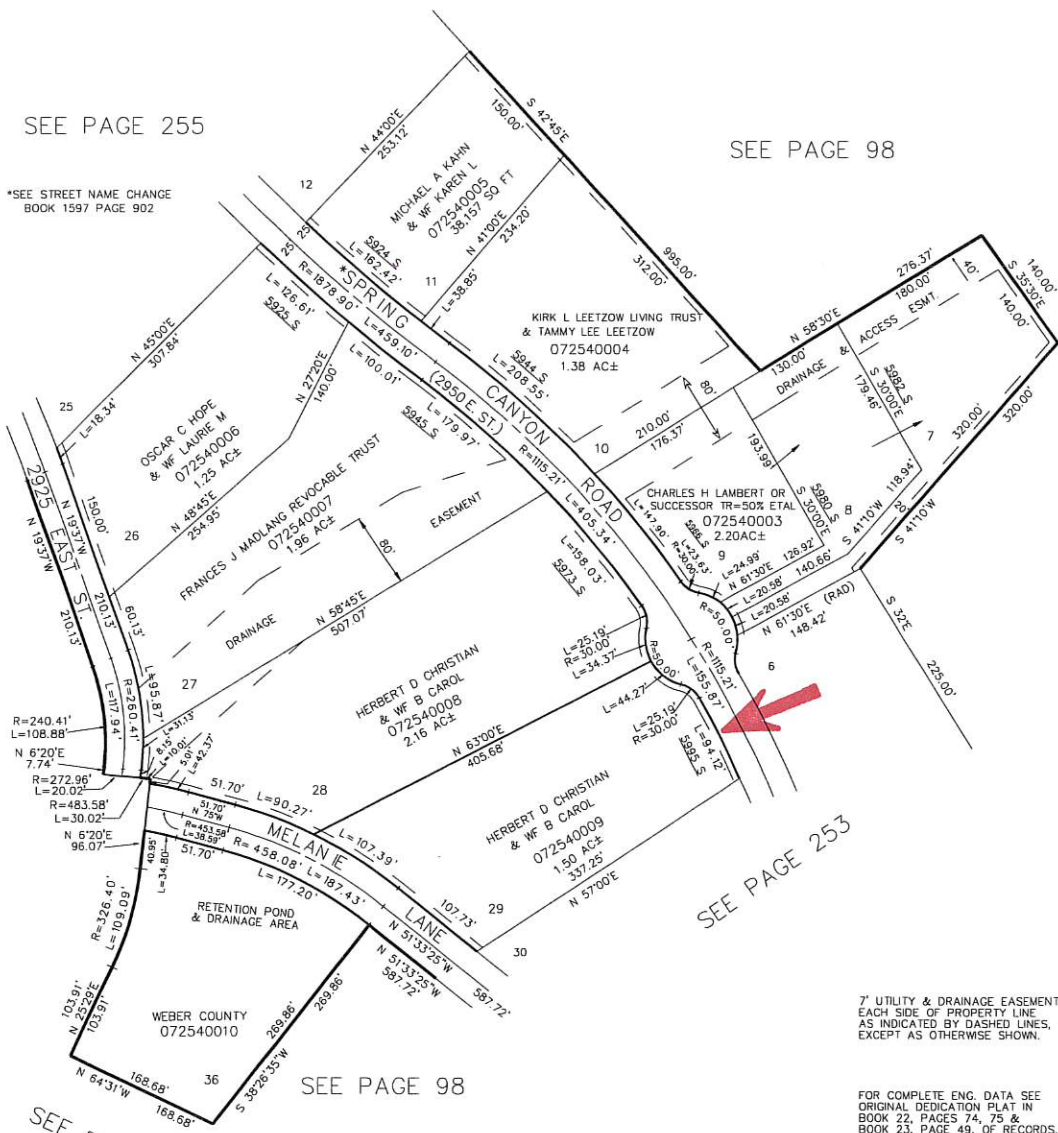
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TAXING UNIT: 159

SEE PAGE 255

SEE PAGE 98

*SEE STREET NAME CHANGE
 BOOK 1597 PAGE 902



SEE PAGE 114

SEE PAGE 253

7' UTILITY & DRAINAGE EASEMENTS
 EACH SIDE OF PROPERTY LINE
 AS INDICATED BY DASHED LINES,
 EXCEPT AS OTHERWISE SHOWN.

FOR COMPLETE ENG. DATA SEE
 ORIGINAL DEDICATION PLAT IN
 BOOK 22, PAGES 74, 75 &
 BOOK 23, PAGE 49, OF RECORDS.

SEE PAGE 133

SEE PAGE 98