

FEBRUARY 15, 2019

RE:

JACOB JAMES PAGE and SHAYLE KIRK PAGE

3985 NORTH 2975 WEST

OGDEN, UT 84404

File No.

WB94378MS

The following documents are enclosed within:

X REPORT ONLY

Thank You for your Order from all of us at US Title Insurance Agency, LLC Please think of us on your next transaction

If you have any questions please contact

Michelle Stone at (801) 779-7143

SCHEDULE A

Order Number: WB94378MS

Effective Date: January 23, 2019 @ 8:00 a.m.

1. Policy or Policies to be issued:

Amount

Premium

(a) ALTA Owner's Policy:

Proposed Insured:

*** REPORT ONLY ***

(b) ALTA Loan Policy

Proposed Insured:

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:

JACOB JAMES PAGE and SHAYLE KIRK PAGE, Joint Tenants

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

See Attached Exhibit "A"

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

3985 NORTH 2975 WEST OGDEN, UT. 84404

Parcel Identification Number: 19-010-0038 and 19-010-0040

Authorized Countersignature

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I–Requirements; and Schedule B, Part II–Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



EXHIBIT "A"

Parcel 1: 19-010-0038

Part of the North half of Section 22, Township 7 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point which is East 840.73 feet and South 511.70 feet from the North Quarter corner of said Section 22, and running thence North 89°20'44" West 648.60 feet to centerline of drain; thence North 1°29'45" East 205.23 feet; thence Easterly 645.60 feet; thence South 0°39'16" West 211.70 feet to the point of beginning.

Together with the following: A strip of land 60 feet wide, 30 feet each side of and parallel to the following described centerline: Part of the North half of Section 22, Township 7 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point East 814.52 feet and South 2805.54 feet from the North Quarter corner of said Section 22, and running thence North 0°39'16" East 2689 feet to the South right of way line of 4000 North Street.

Parcel 2: 19-010-0040

Part of the North half of Section 22, Township 7 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point which is East 840.73 feet and South 300.00 feet from the North Quarter corner of said Section 22, and running thence Westerly 645.60 feet to the centerline of a drain; thence North 1°29'45" East 190.77 feet along and beyond said centerline to the South right-of-way fence of 4000 North Street; thence Easterly along said fence of 4000 North Street; thence Easterly along said fence of 642.76 feet; thence South 0°39'16" West 184.30 feet to the point of beginning.

Together with the following: A strip of land 60 feet wide, 30 feet each side of and parallel to the following described centerline: A part of the North half of Section 22, Township 7 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point East 814.52 feet and South 2805.54 feet from the North Quarter corner of said Section 22, and running thence North 0°39'16" East 2689 feet to the South right of way line of 4000 North Street.

Situated in WEBER County

Parcel Identification Number: 19-010-0038 and 19-010-0040

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SCHEDULE B - SECTION 1

Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amounts for the estate or interest to be insured.
- 3. Pay us the premiums, fees and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be property authorized, executed, delivered, and recorded in the Public Records.
- 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. 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.

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SCHEDULE B - Section 2

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared 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 of assessments on real property or by the public records.
- 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. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

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SCHEDULE B - Section 2

Exceptions Continued

8. Taxes for the year 2019 now a lien, not yet due. General property taxes for the year 2018 were paid in the amount of \$1,599.17. Tax Parcel No. 19-010-0038. (Affects Parcel 1)

- 9. Taxes for the year 2019 now a lien, not yet due. General property taxes for the year 2018 were paid in the amount of \$1,494.51. Tax Parcel No. 19-010-0040. (Affects Parcel 2)
- 10. Property is located within the boundaries of the following special improvement districts:

Districts: Weber County

Weber County Schools Bona Vista Water Plain City Cemetery

Weber County Fire Service Area 4

Weber Area Dispatch 911 and Emergency Service District

Northern Utah Environmental Resource Agency

- 11. Subject to Reservations in favor of the United States of America to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises, recorded MAY 27, 1912 in Book 66 at Page 380 of Official Records.
- 12. Easement and conditions contained therein, in favor of THE AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING, to construct, operate, maintain and remove such communication and other facilities from time to time, as said Grantee may require, upon, over, under and across said property, recorded JUNE 28, 1929 in Book 3P at Page 512 of Official Records. (Exact location not disclosed)
- 13. Conveyance of Easement in favor of STATE OF UTAH, acting through the UTAH WATER AND POWER BOARD, to use the irrigation canals and distribution system of the Plain City Irrigation Company, recorded DECEMBER 16, 1963 as Entry No. 416237 in Book 761 at Page 103 of Official Records. (Exact location not disclosed)

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SCHEDULE B - Section 2

Exceptions Continued

14. Deed of Easement in favor of THE UNITED STATES OF AMERICA, to construct, reconstruct, operate and maintain an underdrain consisting of an open ditch drain and appurtenant structures, recorded SEPTEMBER 3, 1968 as Entry No. 509563 in Book 898 at Page 45 of Official Records.

- 15. Deed of Easement in favor of THE UNITED STATES OF AMERICA, to construct, reconstruct, operate and maintain an irrigation waterway, being a part of the Willard Canal lateral system consisting of an open ditch and appurtenant structures, recorded SEPTEMBER 3, 1968 as Entry No. 509565 in Book 898 at Page 50 of Official Records.
- 16. Easement in favor of UTAH POWER & LIGHT COMPANY, a corporation, for the erection, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of the electric transmission and distribution circuits of the Grantee with the necessary poles, towers, guys, stubs, crossarms, braces and other attachments affixed thereto, for the support of said circuits, on, over, through and across said property, recorded JUNE 7, 1979 as Entry No. 779341 in Book 1306 at Page 608 of Official Records.
- 17. Utility Easement in favor of WEBER COUNTY, a perpetual right and easement over, upon and under said property, to include the right of way to be used for the installation, maintenance and operation of public utilities, recorded APRIL 22, 1997 as Entry No. 1466819 in Book 1858 at Page 10 of Official Records.
- 18. Subject to a Private Road Easement running across the Easterly 30 feet of said property as dedicated in Book 54 at Page 2 of Plats, recorded JUNE 13, 2001 as Entry No. 1776347, records of Weber County, Utah.
- 19. All existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipelines, power poles, telephone, sewer, gas or water lines and rights-of-way and easements thereof.
- 20. Access via private road.

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SCHEDULE B - Section 2

Exceptions Continued

- 21. Subject to the following as disclosed in that certain Warranty Deed, recorded DECEMBER 5, 1994 as Entry No. 1324146 in Book 1740 at Page 815 of Official Records: At the present time, no single family dwelling may be located on the property, and that the property is for agricultural purposes only. (The provisions of this agreement shall cease upon the property being recorded as a one lot subdivision or upon the inclusion of the property into any other recorded subdivision.)
- 22. The effect, if any, of that certain Higley Farm Landowners Agreement recorded December 29, 1981 as Entry No. 849570 in Book 1395 at Page 624 of Official Records. (Note: Said document was recorded without a Legal Description)
- 23. Deed of Easement and Covenant and Restriction for Alternative Onsite Wastewater Treatment Systems in favor of WEBER-MORGAN HEALTH DEPARTMENT, for the purpose of inspection, emergency repairs or maintenance of the sanitary system, recorded OCTOBER 25, 2018 as Entry No. 2948919 of Official Records. (Affects Parcel 1)

* * * * *

NOTE: The names of JACOB JAMES PAGE and SHAYLE KIRK PAGE 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: Michelle Stone at (801) 779-7143 at 1436 Legend Hills Drive, Suite 100, Clearfield, UT 84015.

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