

# **US TITLE INSURANCE AGENCY, LLC**

**1436 LEGEND HILLS DRIVE STE 100  
CLEARFIELD, UT 84015  
PHONE (801) 779-7143  
FAX (801) 779-7153**

**AUGUST 28, 2018  
US TITLE FILE: WB94378MS  
AMENDMENT #1**

**RE: JACOB JAMES PAGE AND SHAYLE KIRK PAGE  
STEVEN E. LEMMON  
3985 NORTH 2975 WEST  
OGDEN, UT 84404**

**LENDER:**

**N/A**

**,  
Fax #**

**LISTING AGENT:**

**CURT LANDES REAL ESTATE, P.C.  
CURT LANDES  
1823 BUES DRIVE  
OGDEN, UT 84403  
Fax #393-6503**

**SELLING AGENT:**

**N/A**

**,  
Fax #**

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

**ESCROW OFFICER:**

**Michelle Stone**

**EMAIL:**

**teammichelle@ustitleutah.com**

**ESCROW ASSISTANT:**

**BRIDGET NABOR**

**EMAIL:**

**teammichelle@ustitleutah.com**

**US TITLE FILE:**

**WB94378MS**

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

**SCHEDULE A**

Order Number: WB94378MS  
AMENDMENT #1

Effective Date: July 17, 2018 @ 8:00 a.m.

1. Policy or Policies to be issued:	Amount	Premium
(a) ALTA Owner's Policy: 2006 Policy Proposed Insured:	\$259,000.00	\$1,344.00

**JACOB JAMES PAGE and SHAYLE KIRK PAGE**

(b) ALTA Loan Policy 2006 Policy Proposed Insured:	\$TBD	\$TBD
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**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:

**STEVEN E. LEMMON, an unmarried man**

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:

PARCEL 1: 3985 NORTH 2975 WEST, OGDEN, UT. 84404

PARCEL 2: 3997 NORTH 2975 WEST, OGDEN, UT. 84404

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

*Daniel R. Wilson*  
 \_\_\_\_\_  
 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.*

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**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 properly 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. Warranty Deed executed by STEVEN E. LEMMON to JACOB JAMES PAGE and SHAYLE KIRK PAGE conveying fee simple title.
7. Trust Deed securing your note executed by JACOB JAMES PAGE and SHAYLE KIRK PAGE.
8. 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.
9. 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.
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. 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 2018 now a lien, not yet due. General property taxes for the year 2017 were assessed in the amount of \$1,480.06 and paid in the amount of \$1,985.20. Tax Parcel No. 19-010-0038. (Affects Parcel 1)

General property tax collections for the tax year 2017 exceeded the amount due and paid, creating a credit of \$505.14.

9. Taxes for the year 2018 now a lien, not yet due. General property taxes for the year 2017 were paid in the amount of \$1,398.64. 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)

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**SCHEDULE B - Section 2**  
Exceptions Continued

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)
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)

\* \* \* \* \*

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 JACOB JAMES PAGE and SHAYLE KIRK PAGE and STEVEN E. LEMMON 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.

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.

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**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](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 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.

