

**SCHEDULE A**

Order Number: **6-087149 (Revised #1)**

1. Effective date: **April 28, 2020 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:

**George Earl Demorest and Vivian Lori Demorest, husband and wife as joint tenants**

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:  
**3302 East 3350 North  
Liberty Utah, 84310**

STATEMENT OF CHARGES  
These charges are due and payable.  
**Commitment Only \$500.00**

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### LEGAL DESCRIPTION

**Lot 3, Circle N Subdivision**, according to the official plat thereof on file and of record in the office of the **Weber** County Recorder.

Parcel No.: **22-354-0003**

## SCHEDULE B – SECTION 1

Order Number: **6-087149**

### 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 **Carol Yamamoto** 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 **caroly@backmantitle.com**.

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

GEORGE EARL DEMOREST

VIVIAN LORI DEMOREST

## SCHEDULE B – SECTION 2

Order Number: 6-087149

### 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. 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 the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
9. Lien of taxes, not yet due and payable:  
Year: 2020  
Parcel No.: 22-354-0003  
Prior year: 2019 Paid  
Amount: \$420.99
10. The right of the Weber County Assessor to reassess the Tax Assessment on said property in accordance with UCA Sec. 59-2-506 as disclosed by that certain Annual Application for Assessment and Taxation of Agricultural Land 1969 Farmland Assessment Act:  
Recorded: October 24, 2019  
Entry No.: 3012069
11. The land described herein is located within the boundaries of Weber County Taxing District No. 36, and is subject to any assessments levied thereby.

12. The land described herein is located within the boundaries of Weber County Fire Service Area 4, and is subject to any assessments levied thereby.
13. The land described herein is located within the boundaries of Weber County Service Area #5 Liberty, and is subject to any assessments levied thereby.
14. The land described herein is located within the boundaries of Liberty Cemetery, and is subject to any assessments levied thereby.
15. 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
16. Certificate of Creation establishing the Northern Utah Environmental Resource Agency:  
 Recorded: January 20, 2015  
 Entry No.: 2718461
17. Easements, setbacks, notes, and restrictions, as shown on the subdivision plat:  
 Recorded: May 25, 2018  
 Entry No.: 2922406  
 Book/Page: 83/42
18. Any prior reservations of any minerals in or under said land including, but not limited to metals, oil, gas, coal, stone and mineral rights, mining rights, and easement rights or other matters relating thereto, whether expressed or implied.
19. Any water rights, claims or title to water in and under the land.
20. Easement, and the terms and conditions thereof:  
 Grantee: Holmes-Ferrin Ditch Company  
 Recorded: November 6, 1961  
 Entry No.: 367767, 367768 and 367778  
 Book/Page: 694/89, 91 and 111  
  
 The above easement was assigned and Quitclaimed to Ogden Valley Soil Conservation District by those certain instruments:  
 Recorded: June 15, 1962  
 Entry No.: 381627  
 Book/Page: 713/296  
  
 Recorded: June 20, 1962  
 Entry No.: 381911  
 Book/Page: 713/633
21. Boundary Line Agreement, and the terms and conditions thereof:  
 Between: Jeffrey L. Nelson, Tammy Pettigrew and Gregory G. Nelson  
 And: Stanley Noorlander and Lilly Mae Noorlander  
 Recorded: December 30, 1997  
 Entry No.: 1512680  
 Book/Page: 1899/1536

22. Boundary Line Agreement, and the terms and conditions thereof:

Between: Marilyn K. Jensen as the sole and surviving trustee of the Lyle J. and Zella S. Chard Revocable Trust, established by Agreement dated November 25, 1988  
And: Gregory G. Nelson and Jeffrey L. Nelson and Tammy Pettigrew  
Recorded: December 30, 1997  
Entry No.: 1512683  
Book/Page: 1899/1542

23. The terms and conditions of that certain Deferring Public Improvements Agreement:

Recorded: May 25, 2018  
Entry No.: 2922408

24. The terms and conditions of that certain Petition to Weber Basin Water Conservancy District for the Allotment of Water:

Recorded: March 4, 2020  
Entry No.: 3038838

25. A Deed of Trust, and the terms and conditions thereof:

Stated Amount: \$100,000.00  
Trustor(s): George Earl Demorest and Vivian Lori Demorest  
Trustee: Bank of American Fork, a Division of People's Intermountain Bank  
Beneficiary: Bank of American Fork, a Division of People's Intermountain Bank  
Dated: July 18, 2019  
Recorded: July 23, 2019  
Entry No.: 2992751

Subject to the effects of a Deed of Reconveyance which purports to reconvey and release from the land said Deed of Trust:

Trustee: Bank of American Fork, a Division of People's Intermountain Bank  
Recorded: October 25, 2019  
Entry No.: 3012364

## SCHEDULE C

Order Number: **6-087149**

### 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>
Quit Claim Deed	April 9, 2018	2914233
Warranty Deed	July 5, 2018	2929309
Warranty Deed	July 23, 2019	2992750