



1436 South Legend Hills Drive, Suite 100, Clearfield, UT 84015
(801)779-7143 / (801)217-0133
www.ustitleutah.com
File No. 044111

August 27, 2021

Re: Camille Wight and Richard D. Wight and Jan S. Wight

LENDER:

LISTING AGENT:

SELLING AGENT:

PROPERTY: (none assigned), UT

Thank you for choosing US Title Insurance Agency, we look forward to working with you. Attached are the commitment for Title Insurance along with the associated plat map. Please review these documents carefully. If you have any questions regarding this report, please contact our Title Officer listed below.

The Escrow Team, listed below, will handle your closing transaction. Please refer to them for any further information you may need. Our teams will do their best ensure all transactions are handled smoothly and professionally. We appreciate the opportunity to work with you and your clients.

Escrow Officer: Stacey Miller
smiller@ustitleutah.com



ALTA COMMITMENT FOR TITLE INSURANCE
Issued by First National Title Insurance Company

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, FIRST NATIONAL TITLE INSURANCE COMPANY, a Texas Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST NATIONAL TITLE



By: 
J. Christopher Phillips, President/CEO

Raymond Reece, Chief Financial Officer



If this Jacket was created electronically, it constitutes an original document.

This page is only 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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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

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- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Agent for
First National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Effective Date: August 5, 2021 at 8:00 AM

Commitment No.: 044111
Amendment 1

Table with 3 columns: Policy or Policies to be issued, Amount, Premium. Includes ALTA Standard Owner's Policy and ALTA Extended Loan Policy.

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:

Richard D. Wight and Jan S. Wight, husband and wife as joint tenants with full rights of survivorship

3. The land referred to in the Commitment, located in WEBER County, is described as follows:

See Exhibit A attached hereto and made a part hereof.

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

(none assigned), UT

APN: 22-047-0010

Handwritten signature of William Becker

William Becker, Title Officer
US Title Insurance Agency

1436 South Legend Hills Drive, Suite 100 • • Clearfield, UT 84015
Phone: (801)779-7143 • Fax: (801)217-0133

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EXHIBIT "A"

A part of the Southeast Quarter of Section 34, the Southwest Quarter of Section 35, Township 7 North, Range 1 East, and a part of the Northeast Quarter of Section 3 and the Northwest Quarter of Section 2, Township 6 North, Range 1 East, Salt Lake Base and Meridian: Beginning at a point on an existing east and west running fence, said point being 988.80 feet North 00°18'55" East along the Section line from the Southeast Corner of said Section 34; running thence South 88°07'31" East 35.97 feet to the West line of 5500 East Street; thence along said West line the following two courses (1) South 02°08'33" West 779.81 feet; (2) thence 246.96 feet through a curve to the left having a radius of 1179.30 feet and a central angle of 11°59'54" (L.C. bears South 03°51'25" East 246.51) to the North line of the Brad Vause parcel #20-002-0057; thence along said parcel the following three courses (1) South 89°23'17" West 290.69 feet; (2) South 01°14'44" East 47.80 feet; (3) North 89°51'30" West 184.00 feet; thence North 25°51'30" West 100.51 feet; thence North 00°05'47" East 115.00 feet; thence North 34°04'23" West 352.90 feet; thence North 35°48'23" West 448.00 feet; thence North 67°17'23" West 39.49 feet; thence North 41°31'46" East 302.35 feet to an existing fence corner; thence along an existing fence South 88°07'31" East 790.10 feet to the East line of the Southeast Quarter of said Section 34 and the point of beginning.

Situated in WEBER County, State of Utah

APN: 22-047-0010

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION 1 (Requirements)

Commitment No.: 044111

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 amount for the estate or interest to be insured.
3. Pay 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. Warranty Deed executed by Richard D. Wight and Jan S. Wight to Camille Wight conveying fee simple title.
6. Trust Deed securing your note executed by Camille Wight.
7. Provide evidence of payment in full from those parties that have filed Preliminary Notices in the SCR to remove Exception No.(s) 26.
8. Provide Company with a current Certified ALTA/NSPS Survey, compliant with the most recent Minimum Standard Detail Requirements and Accuracy Standards adopted by ALTA/NSPS. (Note: the survey certificate must include items 8, 10, 11 and 13 of Table "A" of the Minimum Standard Detail Requirements.)
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.
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.

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COMMITMENT FOR TITLE INSURANCE

SCHEDULE B – SECTION 2 (Exceptions)

Commitment No.: 044111

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 or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or the public record.
2. Any facts, rights, interest 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, claims of easements or encumbrances 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. Unpatented mining claims; 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 heretofore 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 Schedule B, Part I - Requirements are met.
8. Taxes for the year 2021 now a lien, not yet due. General property taxes for the year 2020 were paid in the amount of \$2,761.76. Tax Parcel No. 22-047-0010.
9. The effects of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded March 11, 2008 as Entry No. 2327304 of Official Records.
10. Property is located within the following special improvement districts:
DISTRICTS:
 - Weber County
 - Weber County Schools
 - Eden Cemetery
 - Weber Co. Fire Services Area No. 4
 - Weber Area Dispatch 911 and Emergency Service District

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**SCHEDULE B - SECTION 2
(Exceptions - Continued)**

Unincorporated Area of Weber County
Northern Utah Environmental Resource Agency
Ogden Valley Parks Service Area

11. Reservations contained in that certain Patent, issued by the United States of America, and recorded October 29, 1875 in Book J at Page 332 of Official Records.

"Yet excluding from the transfers by these presents, all mineral lands should any be found to exist in the tract described in the foregoing, but the exclusion and exception, according to the terms of the Statute, shall not be construed to include coal and iron."
12. 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.
13. Any rights, claims, title and/or interest to water rights whether or not shown by the public records.
14. Any rights, title, or interest in any minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds whether in solid, liquid, or gaseous form, and all steam and other forms of thermal energy on, in, or under the land.
15. A Grant of Easement dated July 6, 1936 in favor of Weber County, and the terms and conditions therein, recorded November 14, 1936 in Book 127 at Page 548 of Official Records.
16. A Grant of Easement dated July 1, 1936 in favor of Weber County, and the terms and conditions therein, recorded November 23, 1936 in Book 127 at Page 592 of Official Records.
17. A Grant of Easement dated February 15, 1950 in favor of Eden Waterworks Company, and the terms and conditions therein, recorded September 15, 1950 in Book 347 at Page 472 of Official Records.
18. A Grant of Easement dated September 19, 1949 in favor of Eden Waterworks Company, and the terms and conditions therein, recorded September 15, 1950 in Book 347 at Page 476 of Official Records.
19. Overhead Utility Lines across Easterly and Southerly portions as disclosed by a visual inspection of the subject property.
20. Since the company provides no insurance and assumed no liability for water rights disclosed herein or affecting the property under the title policy, it recommends that you obtain legal advice from the counsel specializing in water rights or insurance for water rights. Nevertheless, as a courtesy, the company is disclosing the following water rights as disclosed by that certain Warranty Deed recorded June 10, 1982 as Entry No. 858879 in Book 1404 at Page 437, and various other documents of record.
21. Deed & Assignment of Water Right, by and between Eden Irrigation Company, formerly known as Eden Irrigation District and Wolf Creek Irrigation Company, and the terms and conditions therein, recorded April 7, 1998 as Entry No. 1534105 in Book 1919 at Page 1854 of official records.
22. Stockholders Certification and Acknowledgment and Resolution and the terms and conditions therein, recorded October 16, 2002 as Entry No. 1881787 in Book 2273 at Page 2772 of official records.
23. Affidavit and Resolution Establishing the Ogden Valley Transmitter/Recreation Special Service District, recorded March 9, 2015 as Entry No. 2725109 of official records.

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**SCHEDULE B - SECTION 2
(Exceptions - Continued)**

24. Joint Resolution of Ogden Valley Parks Service Area (Resolution 4) and Eden Park Service District (Resolution 3) Approving an Adjustment of the service areas' common boundary, recorded November 9, 2017 as Entry No. 2889196 of official records.
25. Any matter that might be disclosed by a survey which complies with the "Minimum Standards for Property Boundary Surveys" for ALTA/NSPS Land Title Survey.
26. A search of the Construction Registry for the State of Utah reveals the following Preliminary Notices: 8851353.
27. Note: No existing Deed of Trust appears of record. If this information is not correct, please notify the company as soon as possible to provide information regarding the existing loan.

* * * * *

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
Camille Wight
Richard D. Wight
Jan S. Wight

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: Stacey Miller, (801)779-7143 and 1436 South 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 National Title Corporation
US Title Insurance Agency

Privacy Policy
PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of First National Title Insurance Company.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

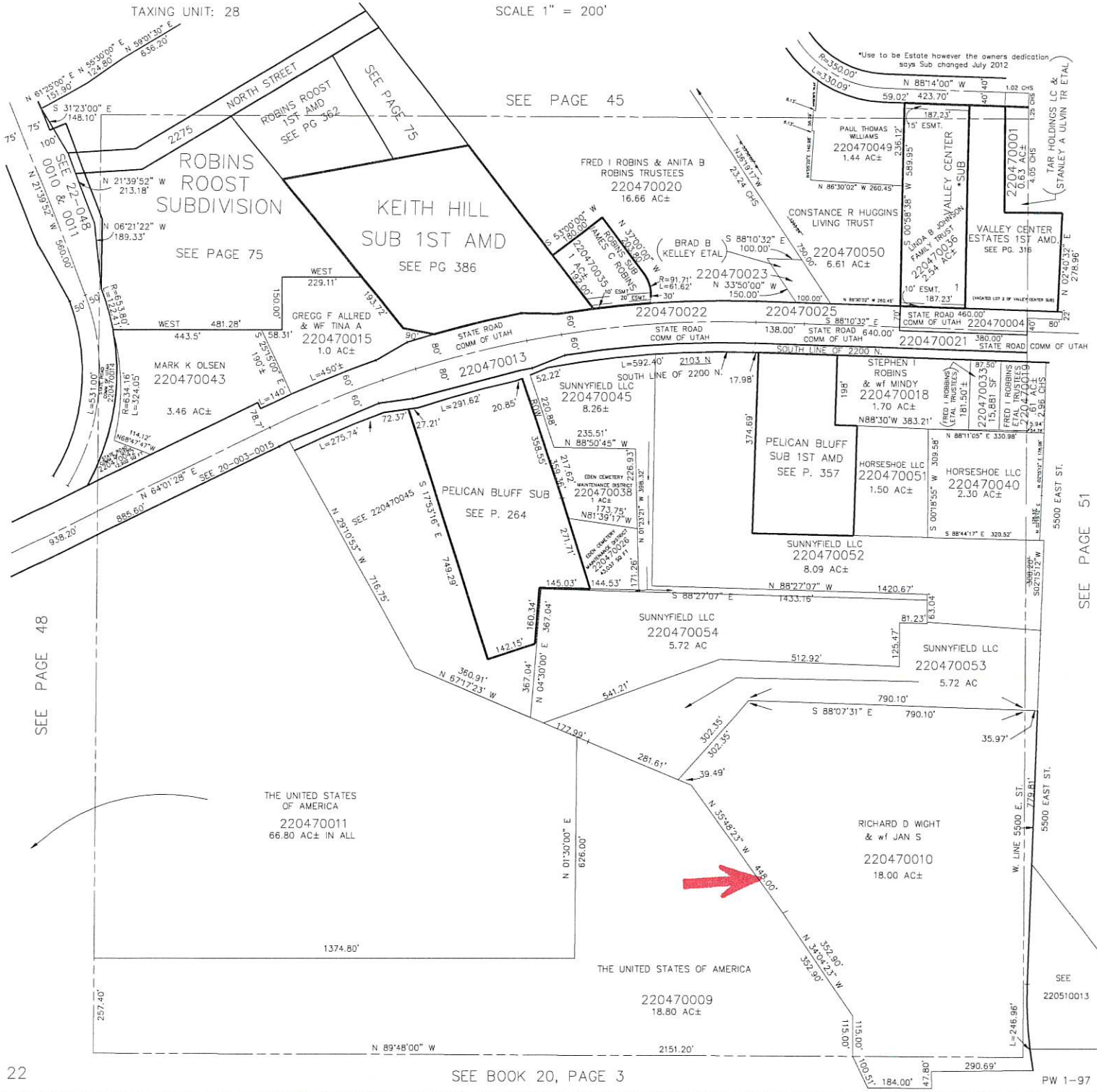
WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

S.E. 1/4
SECTION 34, T.7N., R.1E., S.L.B. & M.

EDEN DISTRICT
SCALE 1" = 200'

TAXING UNIT: 28



THIS PLAT IS PROVIDED, WITHOUT CHARGE, FOR YOUR INFORMATION. IT IS NOT INTENDED TO SHOW ALL MATTERS RELATED TO THE PROPERTY INCLUDING, BUT NOT LIMITED TO, AREA, DIMENSIONS, EASEMENTS, ENCROACHMENTS, OR LOCATION OF BOUNDARIES. IT IS NOT A PART OF NOR DOES IT MODIFY THE COMMITMENT OR POLICY TO WHICH IT IS ATTACHED. THE COMPANY ASSUMES NO LIABILITY FOR ANY MATTER RELATED TO THIS SKETCH. REFERENCE SHOULD BE MADE TO AN ACCURATE SURVEY FOR FURTHER INFORMATION.

SEE PAGE 51