### **ALTA Commitment for Title Insurance**



Issued By Old Republic 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 EXTRACONTRACTUAL 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, Old Republic National Title Insurance Company, a Florida 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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.

Issued through the Office of Mountain View Title and Escrow, Inc. 5732 South 1475 East #100 Ogden, UT 84403 (801) 479-1191

**ORT Form 4690** 6/06 Rev. 8-1-16 ALTA Commitment for Title Insurance

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company 400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

// OM A 10 O President

Secretary

#### **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.
- 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.
- (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.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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.

#### 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.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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.

### **ISSUED BY**

### **Old Republic National Title Insurance Company**

### Transaction Identification Data for reference only:

Issuing Agent: Mountain View Title and Escrow, Inc.

Issuing Office: 5732 South 1475 East #100, Ogden, UT 84403

ALTA® Universal ID: N/A
Loan ID Number: N/A
Commitment Number: 191500
Issuing Office File Number: 191500

Property Address: 3129 North River Drive, Liberty, UT 84310

**Revision Number:** 

1. Commitment Date: September 15, 2021 at 8:00 A.M.

2. Policy to be issued: Proposed Policy Amount

(a) ALTA Owner's Policy Standard

Proposed Insured:

(b) ALTA Loan Policy Extended

Proposed Insured: Lender

3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

4. Title to the said estate or interest in the Land is at the Commitment Date hereof vested in:

PARCEL 1:

Brett L. Parris and Doris A. Parris, Trustees of the Parris Family Trust dated November 1st, 2012

PARCEL 2:

Brett Parris and Dori Parris, husband and wife as joint tenants

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF



**ISSUED BY** 

### **Old Republic National Title Insurance Company**

## EXHIBIT "A" LEGAL DESCRIPTION

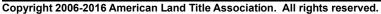
#### PARCEL 1:

BEGINNING AT A POINT WHICH IS SOUTH 89°25'03" EAST ALONG THE SECTION LINE A DISTANCE OF 468.20 FEET AND SOUTH 2125.76 FEET FROM THE NORTH QUARTER OF SECTION 28, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 40°28'52" EAST 323.76 FEET; THENCE NORTH 48°05'08" EAST 294.93 FEET TO THE WESTERLY BOUNDARY OF EDEN HILLS SUBDIVISION NO. 1, ON FILE WITH THE OFFICE OF THE WEBER COUNTY RECORDER; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING TWO (2) COURSES, 1) SOUTH 41°38'33" EAST 65.18 FEET, 2) SOUTH 60°10'33" EAST 94.83 FEET TO A POINT ON THE PROLONGATION OF A WOOD FENCE; THENCE ALONG SAID FENCE THE FOLLOWING THREE (3) COURSES, 1) SOUTH 66°36'41" WEST 332.87 FEET, 2) SOUTH 18°24'36" EAST 127.24 FEET, 3) SOUTH 63°51'32" WEST 589.19 FEET TO THE TOP OF THE WEST BANK OF THE NORTH FORK OGDEN RIVER; THENCE ALONG SAID BANK THE FOLLOWING EIGHT (8) COURSES, 1) ALONG THE ARC OF A NON-TANGENT 200.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 77.04 FEET THROUGH A CENTRAL ANGLE OF 22°04'11" (CHORD BEARS NORTH 18°27'47" WEST 76.56 FEET), 2) THENCE NORTH 07°25'42" WEST 30.79 FEET TO THE POINT OF A TANGENT 200.00 FOOT RADIUS CURVE TO THE RIGHT, 3) ALONG SAID CURVE A DISTANCE OF 55.87 FEET THROUGH A CENTRAL ANGLE OF 16°00'20" (CHORD BEARS NORTH 00°34'28" EAST 55.69 FEET), 4) NORTH 08° 34'38" EAST 79.73 FEET TO THE POINT OF A TANGENT 200.00 FOOT RADIUS CURVE TO THE RIGHT, 5) ALONG SAID CURVE A DISTANCE OF 71.15 FEET THROUGH A CENTRAL ANGLE OF 20°23'00" (CHORD BEARS NORTH 18° 46'08" EAST 70.78 FEET), 6) NORTH 28°57'38" EAST 14.06 FEET TO THE POINT OF A TANGENT 50.00 FOOT RADIUS CURVE TO THE LEFT, 7) ALONG SAID CURVE A DISTANCE OF 56.98 FEET THROUGH A CENTRAL ANGLE OF 65°17'30" (CHORD BEARS NORTH 03°41'07" WEST 53.94 FEET), 8) NORTH 36°19'52" WEST 47.42 FEET; THENCE NORTH 45°56'05" EAST 357.36 FEET TO THE POINT OF BEGINNING.

#### PARCEL 2:

PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT SOUTH 907 FEET AND SOUTH 9D09' EAST 250.5 FEET AND SOUTH 40D14' EAST 670.3 FEET AND SOUTH 41D04' EAST 379 FEET AND SOUTH 51D14'07.6" WEST 291 FEET AND SOUTH 41D04' EAST 319 FEET FROM THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER TO POINT OF BEGINNING; THENCE NORTH 47D30' EAST 291.4 FEET; THENCE SOUTH 41D04' EAST 19 FEET; THENCE SOUTH 59D36' EAST 267 FEET TO THE MOST SOUTHERLY CORNER OF EDEN HILLS SUBDIVISION NO. 1; THENCE NORTH 67D15' EAST 36.27 FEET; THENCE SOUTHERLY ALONG THE PROPOSED EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD TO A POINT SOUTH 0D45'15" WEST 231.0 FEET AND NORTH 67D45' EAST FROM THE CENTER OF SAID SECTION 28; THENCE SOUTH 67D45' WEST TO A POINT SOUTH 0D45'15" WEST 231.0 FEET AND NORTH 67D45' EAST 1276.62 FEET FROM THE CENTER OF SAID SECTION 28; THENCE NORTHWESTERLY ALONG THE ARC OF A 444.47 FOOT RADIUS CURVE TO THE LEFT 50.07 FEET. THE LONG CHORD OF WHICH BEARS NORTH 57D40'22" WEST 50.04 FEET; THENCE NORTH 60D54' WEST 99.93 FEET; THENCE SOUTH 67D45' WEST 319.52 FEET; THENCE NORTH 41D04' WEST 101 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING. TOGETHER WITH AND SUBJECT TO A RIGHT OF WAY (BOOK 1585 PAGE 2840). TOGETHER WITH AND SUBJECT TO THE RIGHTS OF OTHERS FOR INGRESS AND EGRESS OVER AND ACROSS THAT PORTION OF SAID PROPERTY ON THE EAST LYING WITHIN AN UN-DEDICATED RIGHT OF WAY. LESS & EXCEPTING: BEGINNING AT A POINT WHICH IS SOUTH 89D25'03" EAST ALONG THE SECTION LINE A DISTANCE OF 468.20 FEET AND SOUTH 2125.76 FEET FROM THE NORTH QUARTER OF SECTION 28, TOWNSHIP 7 NORTH, RANGE 1 EAST SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 40D28'52" EAST 323.76 FEET, THENCE NORTH 48D05'08" EAST 294.93 FEET TO THE WESTERLY BOUNDARY OF EDEN HILLS SUBDIVISION NO. 1, ON FILE WITH THE OFFICE OF THE WEBER COUNTY RECORDER, THENCE ALONG SAID WESTERLY LINE THE FOLLOWING TWO (2) COURSES 1) SOUTH 41D38'33" EAST 65.18 FEET 2) SOUTH 60D10'33" EAST 94.83 FEET TO

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.



The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association. File No. 191500



ISSUED BY

### **Old Republic National Title Insurance Company**

A POINT ON THE PROLONGATION OF A WOOD FENCE, THENCE ALONG SAID FENCE THE FLOOWING THREE (3) COURSES 1) SOUTH 66D36'41" WEST 332.87 FEET 2) SOUTH 18D24'36" EAST 127.24 FEET 3) SOUTH 63D51'32" WEST 589.19 FEET TO THE TOP OF THE WEST BANK OF THE NORTH FORK OGDEN RIVER, THENCE ALONG SAID BANK THE FOLLOWING EIGHT (8) COURSES 1) ALONG THE ARC OF A NON TANGENT 200.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 77.04 FEET THROUGH A CENTRAL ANGLE OF 22D04'11" (CHORD BEARS NORTH 18D27'47" WEST 76.56 FEET) 2) THENCE NORTH 07D25'42" WEST 30.79 FEET TO THE POINT OF A TANGENT 200.00 FOOT RADIUS CURVE TO THE RIGHT 3) ALONG SAID CURVE A DISTANCE OF 55.87 FEET THROUGH A CENTRAL ANGLE OF 16D00'20" (CHORD BEARS NORTH 00D34'28" EAST 55.69 FEET) 4) NORTH 08D34'36" EAST 79.73 FEET TO A POINT OG TANGENCY 200.00 FOOT RADIUS CURVE TO THE RIGHT 5) ALONG SAID CURVE A DISTANCE OF 71.15 FEET THROUGH A CENTRAL ANGLE OF 20D23'00" (CHORD BEARS NORTH 18D46'08" EAST 170.78 FEET) 6) NORTH 28D57'38" EAST 14.06 FEET TO THE POINT OF TANGENCY 50.00 FOOT RADIUS CURVE TO THE LEFT, 7) ALONG SAID CURVE A DISTANCE OF 56.98 FEET THROUGH A CENTRAL ANGLE OF 65D17'30" (CHORD BEARS NORTH 03D41'07" WEST 53.94 FEET) 8) NORTH 36D19'52" WEST 47.42 FEET, THENCE NIORTH 45D56'05" EAST 357.36 FEET TO THE POINT OF BEGINNING.



## ISSUED BY Old Republic National Title Insurance Company

### Requirements

File No.: 191500

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. Payment to or for the account of the grantors or mortgagors or the full consideration for the estate or interest to be insured.



#### **ISSUED BY**

### **Old Republic National Title Insurance Company**

### **Exceptions**

File No.: 191500

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. 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.
- 2. Water rights, claims to water or water rights, whether or not shown in the public records.
- 3. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessment on real property or by the public records.
- 4. Any facts, rights, interest, 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, or claiming to be in possession, thereof.
- 5. Easements, liens encumbrances, or claims of easements, liens or encumbrances which are not shown by the public records.
- 6. 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.
- 7. 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.

#### 8. PARCEL 1:

Taxes for the year 2021 are due on or before November 30, 2021 in the amount of \$3,417.11. SERIAL NUMBER: 22-022-0192

### PARCEL 2:

Taxes for the year 2021 are due and payable on or before November 30, 2021 in the amount of \$23.28. SERIAL NUMBER: 22-022-0193

Lien arising as of 12 o'clock noon of January 1 for any unpaid personal property taxes which may be listed against the property described herein.

9. Said property is included within the following boundaries and is subject to any charges and assessments levied by them as a result of services provided.

GENERAL FUND, G O BOND FUND, LIBRARY, WEBER SCHOOL DISTRICT, STATEWIDE SCHOOL BASIC

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.



The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association. File No. 191500



**ISSUED BY** 

### **Old Republic National Title Insurance Company**

### **Exceptions**

LEVY, MOSQUITO ABATEMENT DISTRICT, WEBER BASIN WATER – GENERAL, EDEN CEMETERY DISTRICT, WEBER / MORGAN HEALTH, JUDGMENT LEVY - W.C., PARAMEDIC FUND, WEBER FIRE DISTRICT, STATE ASSESS & COLLECT / MULTI CO, ASSESS & COLLECT / COUNTY, UNINCORP WEBER COUNTY, WEBER SCHOOL DIST JUDGMENT LEVY, WEBER AREA DISPATCH 911 AND EM. SERV. DIST.- (S-S), WEBER FIRE G.O. BOND - 2006 SERIES

- 10. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- 11. Subject to all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines, and right of way and easements thereof.
- 12. Any matters disclosed by an accurate survey of said property.
- 13. Public Utility Easements including but not limited to utility lines, cable lines, overhead power lines and their supporting structures located over the property lines, as disclosed by a visual inspection of the subject property.
- 14. Subject to a Right of Way as disclosed on Quit Claim Deed in Book 1585, Page 2840.
- 15. Riparian rights of others in and to the uninterrupted flow of water from canals, rivers, streams and tributaries along the boundaries of the subject property. the nature, extent or existence of riparian rights are neither guaranteed nor insured.
- 16. Any increase or decrease in the area of the land and any adverse claim to any portion of the land which has been created by or caused by accretion or reliction, whether natural or artificial; and the effect of gain or loss of area by accretion or reliction upon the marketability of the land, including but not limited to any rights, interests or easement in favor of the United States, the State of Utah or the Public, which exists or are claimed to exist in and over the present and past bed, banks or waters of the canals, streams, rivers, lakes, reservoirs or tributaries that are located on or fun along the boundaries of the subject property.
- 17. SUBJECT TO THE RIGHTS OF THE STATE ROAD COMMISSION OF UTAH IN AND TO THAT CERTAIN RIGHT OF WAY FOR HIGHWAY PURPOSES AS DESCRIBED IN THAT CERTAIN DEED

Recorded: January 11, 1947

Entry Number: 125839 Book: / Page: 256 / 131

TOGETHER WITH PERMISSION TO RELOCATED AND RECONSTRUCT WITHIN THE GRANTORS LAND AND OUTSIDE THE LIMITS OF ABOVE DESCRIBED RIGHT OF WAY, ALL IRRIGATION DITCHES EXISTING WITHIN SAID LIMITED OF ABOVE DESCRIBED RIGHT OF WAY.

- 18. Access appears to be via a Right of Way as found in that certain Quit Claim Deed filed as Entry No. <a href="1117803">1117803</a> in the Weber County Recorder Office and the Proposed Insured may be subject to maintenance, repair and/or alteration of said Right of Way.
- 19. WATER CONTRACT FOR THE SALE AND USE OF UNTREATED WATER



**ISSUED BY** 

### **Old Republic National Title Insurance Company**

### **Exceptions**

Dated: April 2, 1981

By and Between: WEBER BASIN WATER CONSERVANCY DISTRICT AND DOUG E. STORY AND

**BRENT C. STORY** 

Recorded: July 11, 1984 Entry Number: 913385 Book: / Page: 1449 / 1827

20. RESOLUTION NO. 27-2012

Dated: December 11, 2012

Purpose: A RESOLUTION 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 AND DESCRIBING THE SERVICES TO BE PROVIDED

**THEREIN** 

Recorded: December 13, 2012

Entry Number: <u>2610456</u>

21. CERTIFICATE OF CREATION OF THE NORTHERN UTAH ENVIRONMENTAL RESOURCE AGENCY

Dated: December 1, 2014 Recorded: January 20, 2015

Entry Number: <u>2718461</u>

22. JOINT RESOLUTION OF OGDEN VALLEY PARKS SERVICE (RESOLUTION 4) AND EDEN PARK SERVICE

**DISTRICT (RESOLUTION 3)** 

Dated: July 13, 2017

Purpose: APPROVING AN ADJUSTMENT OF THE SERVICE AREAS COMMON BOUNDARY

Recorded: November 9, 2017

Entry Number: 288919

23. PROPERTY ADDRESS AFFIDAVIT

Dated: October 16, 2020 Recorded: October 16, 2020

Entry Number: 3093577

24. NOTICE OF NON-BUILDABLE PARCEL

Dated: September 30, 2021 Recorded: September 30, 2021

Entry Number: <u>3187637</u>

25. 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.

26. SUBJECT TO THE TERMS, CONDITIONS AND/OR RESTRICTIONS OF THAT CERTAIN THE PARRIS FAMILY TRUST DATED NOVEMBER 1ST, 2012, AS DISCLOSED IN ENTRY NO: 3093849, OF WEBER COUNTY RECORDS.

27. JUDGMENTS WERE CHECKED AGAINST THE FOLLOWING NAMES AND NONE WERE FOUND TO BE OF RECORD:

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.



The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association. File No. 191500



## ISSUED BY Old Republic National Title Insurance Company

### **Exceptions**

BRETT L. PARRIS DORIS A. PARRIS PARRIS FAMILY TRUST

28. A 24 MONTH VESTING CHAIN OF TITLE HAS BEEN DONE AND THE FOLLOWING ITEMS WERE FOUND TO BE OF RECORD.

WARRANTY DEED DATED OCTOBER 16, 2020 BY AND BETWEEN BRETT PARRIS AND DORI PARRIS TO BRETT L. PARRIS AND DORIS A. PARRIS TRUSTEES OF THE PARRIS FAMILY TRUST DATED NOVEMBER 1ST, 2012, RECORDED AS ENTRY NUMBER: 3093849.

SPECIAL WARRANTY DEED DATED OCTOBER 8, 2021 BY AND BETWEEN ROY EASLEY REAL ESTATE HOLDINGS, LLC TO BRETT PARRIS AND DORI PARRIS, HUSBAND AND WIFE AS JOINT TENANTS, RECORDED AS ENTRY NUMBER: 3189738

- 29. NOTICE TO APPLICANT: THE LAND HEREIN MAY BE SERVICED BY CITIES, IMPROVEMENT DISTRICTS, OR UTILITY COMPANIES THAT PROVIDED MUNICIPAL TYPE SERVICES FOR WATER, SEWER, ELECTRICITY OR OTHER SERVICES THAT DO NOT RESULT IN A LIEN, BUT FOR WHICH SERVICES MAY BE TERMINATED IN THE EVENT OF NON-PAYMENT OF SERVICE CHARGES TO DATE OR TRANSFER FEES. ALTHOUGH THE COMPANY ASSUMES NO LIABILITY THEREFORE, YOU ARE URGED TO MAKE INVESTIGATION INTO SUCH MATTERS.
- 30. NOTE: ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION. YOU MAY REVIEW A COPY OF THE ARBITRATION RULES AT http://www.alta.org. 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.





**FACTS** 

# WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
	The types of personal information we collect and share depend on the product or service you have with us. This information can include:
What?	<ul> <li>Social Security number and employment information</li> <li>Mortgage rates and payments and account balances</li> <li>Checking account information and wire transfer instructions</li> </ul>
	When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Go to www.oldrepublictitle.com (Contact Us)

File No.: 191500 Page 1 of 3

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do			
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy  We collect your personal information, for example, when you:  Give us your contact information or show your driver's license Show your government-issued ID or provide your mortgage information Make a wire transfer  We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.		
How does Old Republic Title collect my personal information?			
Why can't I limit all sharing?	Sharing for affiliates' everyday business purposes - information about your creditworthiness     Affiliates from using your information to market toyou     Sharing for non-affiliates to market toyou  State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a> for your rights under state law.		

Definitions			
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.  • Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.		
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies.  • Old Republic Title does not share with non-affiliates so they can market to you		
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you.  • Old Republic Title doesn't jointly market.		

File No.: 191500 Page 2 of 3

American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	Kansas City Management Group, LLC	L.T. Service Corp.
Lenders Inspection Company	Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.
Old Republic National Commercial Title Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company	Old Republic Title Companies, Inc.
Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon
Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd
RamQuest Software, Inc.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	Surety Title Agency, Inc.	The Title Company of North Carolina
Trident Land Transfer Company, LLC				

File No.: 191500 Page 3 of 3