

AMERICAN SECURE TITLE INSURANCE AGENCY

Issued for Westcor Land Title Insurance Company

ALTA Commitment for Title Insurance (8-1-2016)



HADLOCK

2981 E SHAW DRIVE, LIBERTY UT 84310

WE-2021-175089

Escrow Officer: ANDI SNEDDEN

ISSUED FOR

**BERKSHIRE HATHAWAY
HOMESERVICES
UTAH-SOUTH OGDEN
5929 SOUTH FASHION
POINTE DRIVE
SOUTH OGDEN UT 84403
DOMINIC POLL**

F. Y. I.

FOR YOUR INFORMATION...

Please be aware of the following:

- 1. ROLLBACK TAXES/GREENBELT**
- 2. 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.**

This is not representative of the title commitment attached. This sheet is for informational purposes only.

This page is only a part of a 2016 ALTA Commitment for Title Insurance issued by the underwriter shown above. 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.



HADLOCK

2981 E SHAW DRIVE, LIBERTY UT
84310

WE-2021-175089
Escrow Officer: ANDI SNEDDEN

COMMITMENT FOR TITLE INSURANCE

ISSUED FOR

BERKSHIRE HATHAWAY
HOMESERVICES UTAH-SOUTH
OGDEN
5929 SOUTH FASHION POINTE
DRIVE
SOUTH OGDEN UT 84403
DOMINIC POLL

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, **WESTCOR LAND TITLE INSURANCE COMPANY** (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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Westcor Land Title Insurance Company

BY _____ COUNTERSIGNED



By: Mary O'Donnell
President
Attest: [Signature]
Secretary

Logan Office
399 North Main Ste 210
Logan, UT 84321
(435) 753-3500
FAX (435) 753-9726

Brigham Office
960 South Main #2B
Brigham City, Utah 84302
(435) 723-6400
FAX (435) 723-6433

Tremonton Office
781 East Main Ste B
Tremonton, UT 84337
(435) 257-4965
FAX (435) 257-8746

St. George Office
1224 S. River Road Ste. B106
St. George, UT 84790
(435) 674-4000
FAX (435) 674-4004

Layton Office
2317 North Hillfield Rd. #104
Layton, UT 84041
(801) 820-6507
(435) 753-9726

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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 countersignature 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.

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(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.

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 other 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>>.

AMERICAN SECURE TITLE INSURANCE AGENCY

Issued for Westcor Land Title Insurance Company

ALTA Commitment for Title Insurance (8/1/2016)

SCHEDULE A

1. Commitment Date: November 23, 2021 at 8:00 AM **Commitment No.** WE-2021-175089

2. Policy (or Policies) to be issued:	AMOUNT	PREMIUM
(a) ALTA OWNER'S POLICY () Proposed Insured:	\$	\$
(b) ALTA LOAN POLICY (ALTA 2006) Proposed Insured:	\$	\$
(c) OTHER Endorsements	\$	

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

FEE SIMPLE

4. The title is, at the Commitment dated, vested in:

WILLIAM L. HADLOCK AND EILEEN J. HADLOCK, husband and wife, as joint tenants, as to part and
WILLIAM L. HADLOCK AND EILEEN J. HADLOCK, husband and wife, as to part
[\(view\)](#)

5. The Land is described as follows: Situated in WEBER County, State of UTAH, to-wit:

Lot 2, HADLOCK SUBDIVISION, as shown on the official plat thereof, filed in the office of the Recorder,
WEBER County, Utah.

SEE ATTACHED PLAT ADDED AS A REFERENCE ONLY.

[\(view\)](#)

REFERENCE ONLY: SERIAL NO: 22-236-0002

Referenced Property Address: 2981 E SHAW DRIVE, LIBERTY, UT 84310

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AMERICAN SECURE TITLE INSURANCE AGENCY

Issued for Westcor Land Title Insurance Company

CASE NO. 175089

COMMITMENT NO. WE-2021-175089

**SCHEDULE B, PART I
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 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. Provide releases, reconveyances, or other instruments, acceptable to the Company, including payment of any amounts due, removing the encumbrances shown in Schedule B, Part II that are objectionable to the Proposed Insured.
6. Provide us with copies of appropriate agreements, resolutions, certificates, or other evidence needed to identify the parties authorized to execute the documents creating the interest to be insured.
7. Provide us with any information regarding personal property taxes which may have been assessed or are due and payable which could become a lien on the real property.

ITEM (8a) Personal Representatives Deed executed by SIDNEY H. BOWEN, vesting fee simple title to THE NEW BUYER.

ITEM (8b) Trust Deed or Mortgage executed by THE NEW BUYER, to secure your loan.

ITEM (9) Withdrawal of Farmland Assessment to clear Schedule B, Exception No. 10, attached hereto.

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AMERICAN SECURE TITLE INSURANCE AGENCY

Issued for Westcor Land Title Insurance Company

CASE NO. 175089

COMMITMENT NO. WE-2021-175089

SCHEDULE B, PART II

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. (a) Taxes or assessments that 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; (b) proceedings by a public agency that 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 Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown in the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land and not shown in the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Record.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in 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.
8. Any water rights or claims or title to water in or under the land.

NOTE: ITEMS 1 THRU 8 WILL BE ELIMINATED FROM THE LENDERS POLICY SHOULD ONE BE ISSUED AND ITEMS 1 THRU 7 WILL BE ELIMINATED FROM THE "EAGLE OWNERS" / "HOMEOWNERS" POLICY SHOULD ONE BE ISSUED AND WILL REMAIN FOR A STANDARD OWNERS POLICY SHOULD ONE BE ISSUED.

9. All assessments and taxes for the year 2022 and thereafter. Taxes for the year 2021 have been paid in the amount of \$2,349.48. Taxes are due Annually November 30th. (Serial No. 22-236-0002)
10. Subject to the Farmland Assessment roll-back taxes as shown on that certain Application For Assessment And Taxation of Agricultural Land, dated June 13, 2005, by WILLIAM L. & EILEEN J. HADLOCK, as recorded owners, recorded September 28, 2005, as Entry No. 2131924, WEBER County Recorder's Office.
11. Subject to Letters of Administration/Testamentary, dated November 2, 2021, in the matter of the Estate of EILEEN JUNE HADLOCK, Deceased, Case No. 133900436, in the First Judicial District Court of WEBER County, State of Utah.

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AMERICAN SECURE TITLE INSURANCE AGENCY

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CASE NO. 175089

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**SCHEDULE B, PART II
EXCEPTIONS
(Continued)**

12. Subject to Letters of Administration/Testamentary, dated October 25, 2021, in the matter of the Estate of WILLIAM LEWIS HADLOCK, Deceased, Case No. 213900426 ES, in the First Judicial District Court of WEBER County, State of Utah.
13. Subject to the effects of Agreement recorded December 27, 1938, in Book Y at Page 64, WEBER County Recorder's Office.

Notice of Irrigation, Systems and Irrigation, Operation Agreements and Rights of Way, dated January 16, 1986, recorded January 16, 1986, as Entry No. 958077, in Book 1483, at Page 1034, WEBER County Recorder's Office.
14. Right of Way Easement, dated November 20, 1961, in favor of THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, a corporation, its successors, assigns, lessees, licensees and agents, a right of way easement and the right to construct, operate, maintain and remove such communication and other facilities, from time to time, upon, over and across the subject property. Said easement recorded November 28, 1961, as Entry No. 369226, in Book 696, at Page 322, WEBER County Recorder's Office.
15. Boundary Line Agreement, dated December 17, 2004, recorded December 21, 2004, as Entry No. 2075407, WEBER County Recorder's Office.
16. Deferring Public Improvements Agreement, recorded June 13, 2005, as Entry No. 2108900, WEBER County Recorder's Office.
17. Onsite Wastewater Disposal Systems Deed Covenant and Restriction, dated June 13, 2005, recorded June 13, 2005, as Entry No. 2108901, WEBER County Recorder's Office.
18. Substandard County Roads Dedicated or by Right-of-Use Acknowledgement of Sub-Standard Improvements and/or Width, dated June 13, 2005, recorded June 13, 2005, as Entry No. 2108902, WEBER County Recorder's Office.
19. Resolution No. 23-2005, a Resolution of the Board of County Commissioners of WEBER County creating and establishing a Special Service District throughout all of WEBER County, to be known as the "Weber Area Dispatch 911 and Emergency Services District" recorded January 24, 2006, as Entry No. 2156401, in the office of the WEBER County Recorder.
20. Resolution No. 27-2012, a Resolution of the Board of County Commissioners of WEBER County 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 23, 2012, as Entry No. 2610456, in the office of the WEBER County Recorder.
21. Certificate of Creation of the NORTHERN UTAH ENVIRONMENTAL RESOURCE AGENCY, and any assessments levied thereunder, recorded January 20, 2015, as Entry No. 2718461, WEBER County Recorder's Office.
22. Affidavit, dated March 9, 2015, recorded March 9, 2015, as Entry No. 2725109, WEBER County Recorder's Office.

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AMERICAN SECURE TITLE INSURANCE AGENCY

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CASE NO. 175089

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**SCHEDULE B, PART II
EXCEPTIONS
(Continued)**

23. Certificate of Dissolution, dated May 20, 2016, recorded May 25, 2016, as Entry No. 2795066, WEBER County Recorder's Office.
24. Resolution No. 12-2016, a Resolution of the Board of County Commissioners of Weber County approving dissolution of the Ogden Valley Natural Gas District, dated May 10, 2016, recorded May 25, 2016, as Entry No. 2795067, WEBER County Recorder's Office.
25. An easement for public utilities and drainage, as shown on the recorded plat of said subdivision.
26. Notes as shown on the recorded plat of said subdivision.
27. The effects of easements, restrictions, reservations, covenants, conditions, notes, building set-back lines, and rights of way for roads, ditches, canals, streams, rivers, telephone and transmission lines, drainage, utilities or other incidental purposes, over, under or across said property, which are not of record or which may be ascertained by an inspection or accurate survey, including, without limitation, any easements, notes, restrictions, building site requirements, setback lines, or rights of way provided for in the official plat map or of record, if any.
28. 10' Secondary Water Easement as shown on the recorded plat of said subdivision.
29. An easement for building setback, running along the lot lines of the subject property, as shown on the recorded plat of said subdivision.
30. Excepting any reference or reservation to or coverage for all minerals and mineral rights, including but not limited to oil, gas, sand, gravel, earth or rocks, together with appurtenant leases, easements, options or other instruments appertaining to mineral or mineral rights.
31. Excepting all water, water rights, claims or title to water.
32. Easements, restrictions, recitals, notes and other matters shown and set forth on the recorded plat of the HADLOCK SUBDIVISION, and any subsequent amendments, as shown in the office of the WEBER County Recorder.
33. Property is located within Tax District 36 LIBERTY, WEBER County and is subject to the charges and assessments levied thereunder.

NOTE: Judgments have been searched in the name(s) of:

1. WILLIAM L. HADLOCK
2. EILEEN J. HADLOCK

No unsatisfied judgments which, in the opinion of the Company would constitute liens against the subject property, were found of record.

(Continued)

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CASE NO. 175089

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**SCHEDULE B, PART II
EXCEPTIONS
(Continued)**

For inquiries concerning exceptions found in the Commitment, please contact JILL MAUCHLEY at 435-753-3500.

Your order has been assigned to ANDI SNEDDEN at the LAYTON Escrow Office, located at 2317 North Hillfield Rd, 104 , UT 84041. For questions concerning your Escrow, contact ANDI at (801) 820-6507 or by email at asnedden@americansecure.com.

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 ARBITRATION RULES OF THE AMERICAN LAND TITLE ASSOCIATION (ALTA). A COPY OF SAID RULES ARE 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.

The Land described in this Commitment for Title Insurance may be serviced by services provided by cities, towns, public utility companies and other firms providing municipal type services which do not constitute liens upon the Land and for which no notice of the existence of such service charges is evidenced in the Public Records. The applicant and/or proposed insured should directly contact all entities providing such services and make the necessary arrangements to insure payment for such services and continuation of services to the Land.

AMERICAN SECURE TITLE INSURANCE AGENCY is furnishing the following limited chain of title which is not a component of the commitment and related reports. This chain is being furnished for informational purposes only and is neither guaranteed or warranted by **AMERICAN SECURE TITLE INSURANCE AGENCY**, nor is it binding upon **AMERICAN SECURE TITLE INSURANCE AGENCY**, its agents, or assigns.

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:

NONE

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