

ALTA Commitment Form  
COMMITMENT FOR TITLE INSURANCE  
Issued by



STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

Senior Chairman of the Board

Hickman Land Title Company Inc.  
Company

Chairman of the Board

Layton, UT  
City, State



President

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File No. 81132  
004-UN ALTA Commitment (6/17/06)



872 West Heritage Park Blvd #120  
Layton, UT 84041  
www.HickmanTitle.com

Stewart Title Guaranty Company  
ms

**SCHEDULE A**

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1. Effective Date: July 7, 2015 at 9:03AM
2. Preliminary Title Report Only
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 estate or interest in said land is at the effective date hereof vested in:

**Parcel 1: CHRISTINE J. BROWN**

**Parcel 2: BARRIE G. MCKAY and ELAINE S. MCKAY, Co-Trustees of the BARRIE AND ELAINE MCKAY TRUST dated the 4th day of March, 1984**

5. The land referred to in this Commitment is in the State of Utah, County of Weber, and is described as follows:

**Parcel 1: A part of Lot 6 MIDDLE FORK RANCHES SUBDIVISION in Weber County, Utah: Beginning at the Southeast corner of Lot 6 and running thence along the South line of Lot 6, 233 feet more or less to a point on the South line of Lot 6, 70 feet East of the cul-de-sac; thence North 5°05'57" West, 26.12 feet; thence North 87°33'32" East, 233.95 feet more or less to the point of beginning, located in Township 6 North, Range 2 East, Salt Lake Base and Meridian, U.S. Survey, Weber County, Utah, according to the official plat thereof.**

**Parcel 2: Lot 6, MIDDLE FORK RANCHES, according to the official plat thereof, on file and of record in the office of the Recorder of Weber County, Utah.**

**Less and Excepting Therefrom: A part of Lot 6 MIDDLE FORK RANCHES SUBDIVISION in Weber County, Utah: Beginning at the Southeast corner of Lot 6 and running thence along the South line of Lot 6, 233 feet more or less to a point on the South line of Lot 6, 70 feet East of the cul-de-sac; thence North 5°05'57" West, 26.12 feet; thence North 87°33'32" East, 233.95 feet more or less to the point of beginning, located in Township 6 North, Range 2 East, Salt Lake Base and Meridian, U.S. Survey, Weber County, Utah, according to the official plat thereof.**

We appreciate your business and thank you for choosing Hickman Land Title Company Inc..  
Please call your Title Officer, with any questions or concerns regarding this commitment.  
Your Title Officer will be Jason Steiner, phone (801) 416-8900

For informational purposes only.  
The property address is purported to be:  
1477 North 7425 East, Huntsville, UT 84317  
1385 Ridgewood Lane, Bountiful, UT 84010



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Layton, UT 84041  
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**SCHEDULE B**

**Section 1**

The following are the requirements to be complied with:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premium, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded, as follows:
  - A) None
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
5. Release(s) or Reconveyance(s) of item(s): None
6. You must give us the following information:
  - A) Any off record leases, surveys, etc.
  - B) Statements of identity all parties.
  - C) Other

NOTE: All parties in title within the last 8 years and all persons coming into title, including those listed below, have been checked for judgments and/or tax liens and there are none, unless listed in Schedule B Section 2.

CHRISTINE J. BROWN and BARRIE G. MCKAY and ELAINE S. MCKAY and BARRIE AND ELAINE MCKAY TRUST



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**SCHEDULE B**

**Section 2**

**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 assessment, 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 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 in 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 back 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 any law or governmental regulation pertaining to wetlands.
8. Location of improvements not visible by inspection and/or survey, i.e. water lines sewer, septic.
9. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching the subsequent to the effective date hereof but prior to the date proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
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. Taxes for the year 2015, and subsequent years, not yet due and payable.  
Parcel 1: Tax Parcel No. 21-048-0023. Taxes for the year 2014 were paid in the amount of \$0.50.  
Parcel 2: Tax Parcel No. 21-048-0024. Taxes for the year 2014 were paid in the amount of \$4,637.22
12. Said property is included within the boundaries of Weber County Schools, Weber Fire District, Ogden Valley Natural Gas Improvement District, and is subject to the charges and assessments thereof.
13. Easements, Notes, Restrictions, Reservations, Setback lines, Warnings and any other matters as delineated and/or dedicated on the Official Recorded Plat.





**SCHEDULE B**

**Section 2**

14. PROTECTIVE COVENANTS, including the terms and conditions therein, of said subdivision, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).  
Entry No: 614120  
Book/Page: 1052/69
15. MORTGAGE  
Mortgagor: CHRISTOPHER D. BROWN and CHRISTINE J. BROWN  
Mortgagee: WILLIAM E. JOHNSON, Trustee of the (EFH IRA ROLLOVER)  
Amount: \$45,000.00  
Recorded: July 11, 1985  
Entry No: 941892  
Book/Page: 1471/508
16. BOUNDARY LINE AGREEMENT  
Dated: July 14, 1987  
Recorded: August 3, 1987  
Entry No: 1020329  
Book/Page: 1523/135
17. ACKNOWLEDGMENT AND CONSENT  
Recorded: September 29, 1988  
Entry No: 1059148  
Book/Page: 1518/364
18. DEED OF EASEMENT  
Grantor: CHRISTOPHER DANIELE BROWN and CHRISTINE J. BROWN, his wife; FREDRICK FROERER and KATHLEEN FROERER, his wife  
Grantee: MOUNTAIN CANAL IRRIGATION ASSOCIATION  
Recorded: September 5, 1988  
Entry No: 1088092  
Book/Page: 1567/498
19. RESOLUTION NO. 18-96  
A RESOLUTION CREATING AND ESTABLISHING THE OGDEN VALLEY NATURAL GAS IMPROVEMENT DISTRICT AND SETTING FORTH THE IMPROVEMENTS TO BE PROVIDED BY THE DISTRICT PROVIDING THAT PAYMENT FOR THE SERVICES SHALL BE BY A SERVICE CHARGE OR FEE; APPOINTING THE INITIAL BOARD OF TRUSTEES AND PRESCRIBING OTHER DETAILS AS PROVIDED BY LAW  
Recorded: April 12, 1996  
Entry No: 1399404  
Book/Page: 1801/295



**SCHEDULE B**

**Section 2**

20. **AGREEMENT**  
By and Between: THE STATE OF UTAH, acting through the BOARD OF WATER RESOURCES and THE MOUNTAIN CANAL IRRIGATION ASSOCIATION  
Recorded: May 17, 1996  
Entry No: 1406852  
Book/Page: 1806/2958
- EASEMENT TO USE DISTRIBUTION SYSTEM**  
By and Between: THE MOUNTAIN CANAL IRRIGATION ASSOCIATION and THE STATE OF UTAH, acting through the BOARD OF WATER RESOURCES  
Recorded: May 17, 1996  
Entry No: 1406855  
Book/Page: 1806/2974
21. **RESOLUTION NO. 25-96**  
A RESOLUTION CREATING AND ESTABLISHING THE OGDEN VALLEY NATURAL GAS IMPROVEMENT DISTRICT AND SETTING FORTH THE IMPROVEMENTS TO BE PROVIDED BY THE DISTRICT; PROVIDING THAT PAYMENT FOR THE SERVICES SHALL BE BY A SERVICE CHARGE OR FEE; APPOINTING THE INITIAL BOARD OF TRUSTEES AND PRESCRIBING OTHER DETAILS AS PROVIDED BY LAW  
Recorded: June 18, 1996  
Entry No: 1413086  
Book/Page: 1811/2786
22. **RESOLUTION NO. 23-2005 creating the Weber Area Dispatch 911 and Emergency Services District**  
Recorded: January 24, 2006  
Entry No: 2156401
23. The terms and provisions of the "Farmland Assessment Act of 1969" in Title 59, Chapter 2, Part 5 of the Utah Code, and amendments thereof, disclosed by that certain Application for Taxation of Agricultural Land, dated May 18, 2011, and recorded July 7, 2011, as Entry No. 2533204, of Official Records, which, in part, provides for the right of Weber County to reassess said property for previous years and the collection of additional taxes resulting from any such reassessment.
24. The terms and provisions of the "Farmland Assessment Act of 1969" in Title 59, Chapter 2, Part 5 of the Utah Code, and amendments thereof, disclosed by that certain Application for Taxation of Agricultural Land, dated November 17, 2011, and recorded February 27, 2012, as Entry No. 2564101, of Official Records, which, in part, provides for the right of Weber County to reassess said property for previous years and the collection of additional taxes resulting from any such reassessment.
25. **RESOLUTION NO. 27-2012**  
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 No: 2610456



**SCHEDULE B**

**Section 2**

- 26. CERTIFICATE OF CREATION creating Northern Utah Environmental Resource Agency  
Recorded: January 20, 2015  
Entry No: 2718461
- 27. PROPERTY RIGHTS CIVIL CASE  
In Favor of: TROY GREEN  
Against: CHRISTINE BROWN  
Case No: 100907978

Exception numbered 1-9 will be eliminated in the A.L.T.A. Extended Coverage Policy.

**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.**

**NOTE: For informational purposes only, vesting document and a chain of title is provided: A review of the records contained in the County Recorder's Office was conducted thru the effective date of this commitment as shown in Schedule "A" herein and the following Deeds of Conveyance and/or Real Estate Purchase Contracts were found:**

**Affidavit recorded November 17, 2011 as Entry No. 2550539 in Book/Page 1/3**

**Quit Claim Deed recorded May 18, 2011 as Entry No. 2527474 in Book/Page 1/1**

**Quit Claim Deed recorded January 3, 2011 as Entry No. 2509648 in Book/Page 1/1**

**Quit Claim Deed recorded October 28, 2010 as Entry No. 2499117 in Book/Page 1/1**

**Warranty Deed recorded January 7, 1991 as Entry No. 1128505 in Book/Page 1592/1826**

**Quit Claim Deed recorded July 16, 1984 as Entry No. 913835 in Book/Page 1450/125**

**Warranty Deed recorded June 16, 1977 as Entry No. 702081 in Book/Page 1183/387**

**Warranty Deed recorded February 27, 1976 as Entry No. 658496 in Book/Page 1116/336**

**Quit Claim Deed recorded April 29, 1974 as Entry No. 614115 in Book/Page 1052/64**

**Quit Claim Deed recorded January 28, 1972 as Entry No. 564498 in Book/Page 985/290**



**SCHEDULE B**

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**Section 2**

**Warranty Deed recorded February 24, 1958 in Book/Page 130/393**

**Quit Claim Deed recorded May 8, 1957 as Entry No. 274652 in Book/Page 546/479**

**Quit Claim Deed recorded September 26, 1944 in Book/Page A6/319**

**Decree recorded August 30, 1944 in Book/Page 196/615**

**Warranty Deed recorded April 22, 1944 in Book/Page 192/150**

**Warranty Deed recorded December 23, 1940 in Book/Page 136/757**

**Deed recorded May 7, 1937 in Book/Page 128/558**

**Warranty Deed recorded September 11, 1936 in Book/Page 127/305**

**Warranty Deed recorded August 14, 1931 in Book/Page 115/280**

**Warranty Deed recorded May 17, 1907 in Book/Page 55/117**

**Warranty Deed recorded May 17, 1902 in Book/Page 55/155**

**Warranty Deed recorded November 15, 1898 in Book/Page 32/219**

**Patent recorded October 26, 1898 in Book/Page 31/562**

**Patent recorded December 28, 1892 in Book/Page 14/437**

**Warranty Deed recorded December 23, 1892 in Book/Page 18/617**

NOTE: In the event this transaction fails to close, a minimum \$200.00 cancellation fee will be charged for services rendered in accordance with the rates that are on file with the Commissioner of Insurance of the State of Utah.



**SCHEDULE B**

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**Section 2**

NOTICE TO APPLICANT AND/OR PROPOSED INSURED: Commitment is subject to such other and further requirements and exceptions as they appear necessary to the Company.

NOTICE TO APPLICANT AND/OR PROPOSED INSURED: If you require copies of any documents identified in this commitment for Title Insurance, the Company will furnish the same upon specific request, either free of charge or for the actual cost of duplication for those copies requiring payment by the Company to obtain.

NOTICE TO APPLICANT AND/OR PROPOSED INSURED: The land described in this Commitment 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.

NOTICE TO APPLICANT AND/OR PROPOSED INSURED: The policy to be issued contains an arbitration clause. 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.



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**CONDITIONS**

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

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FILED AND RECORDED FOR

*Froerer Corp.*

1974 APR 29 AM 10 43

Filed  Indexed    
Recorded  Abstracted   
Comptrol  Page

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614120

RUTH EAMES OLSEN  
WEBER COUNTY RECORDER

*County Beverly, Beverly, Evans*

FROERER CORP., a Corporation ) RESTRICTIVE COVENANTS covering  
) MIDDLE FORK RANCHES, Subdivision,  
) a part of Section 6, T6N, R2E,  
TO WHOM IT MAY CONCERN: ) SLB&M, U.S. Survey, Weber County,  
) Utah. Lots 1 through 19.

WHEREAS, FROERER CORP., a Corporation, present owner of MIDDLE FORK RANCHES, Subdivision, in Weber County, Utah, is desirous of placing restrictive covenants upon said lots for the mutual benefit and protection of the present and future owners thereof, and

NOW, THEREFORE, for and in consideration of the mutual covenants herein, and other good and valuable considerations, FROERER CORP., its successors or assigns, does hereby declare that the covenants hereinafter specifically set forth are to run with the land, and they shall be binding on all parties and all persons claiming under them for a period of 25 years from date hereof, at which time said covenants shall automatically be renewed and continued for successive periods of ten years, unless the then owners of the said lots, by a majority vote, agree to alter or terminate any or all of said covenants. In the event any party hereto, or their successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute an action at law or in equity against the person or persons violating or attempting to violate any of the covenants herein and either to enjoin or prohibit such violation or for damages or other compensation, or both, for any such violation.

In the event any of the covenants herein or any part thereof shall be declared invalid by any court of competent jurisdiction, the remaining covenants contained herein shall in no way be affected by such judgment but shall remain in full force and effect.

1. All of said lots shall be known and described as "residential" lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling not to exceed two stories in height and a private garage for no more than three cars and other outbuildings approved in advance in writing by the Architectural Control Committee hereinbelow described. Only one dwelling is permitted to be built on each of said lots. The lots may not be subdivided.

2. No buildings shall be erected, placed, or altered on any lot until the construction plans and specifications and the plans showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No building shall be erected, placed or altered on any lot until the owner or owners furnish proof of financial ability to complete the same within NINE (9) months of proposed date of commencement.

3. The Architectural Control Committee shall consist of three officers of the FROERER CORP., a Utah corporation. A majority of said committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining member or members shall have the full authority to designate a successor or successors. Neither

*Mail to:*  
LAW OFFICES OF  
FROERER, HOROWITZ, PARKER, THORNLEY, CRITCHLOW & JENSEN  
A PROFESSIONAL CORPORATION  
2610 WASHINGTON BOULEVARD  
OGDEN, UTAH 84401

21-048 -0001 TO 0019

-2-

the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such a committee and of its designated representatives shall cease on or after January 1, 1990; thereafter, the approval described in this covenant shall not be required, unless prior to said date and effective thereof, a written instrument shall be executed by the then record owners of a majority of the lots in the subdivision and duly recorded, extending or continuing the duration of said Committee and its powers. In the event the Committee, or its designated representative, fails to approve or disapprove within THIRTY (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced within THIRTY (30) days after commencement of construction, approval will not be required and the related covenants shall be deemed to have been fully complied with.

4. No structure shall be located on any lot nearer than 40 feet to the front lot line. No structure shall be located on any lot nearer than 20 feet to an interior lot line, including side lot lines and rear line.

5. No noxious or offensive trade or activity and no nuisance shall be carried on on any lot nor shall anything be done which may be or may become an annoyance in or to the subdivision.

6. No trailer, camper, basement, tent, shack, garage, barn or other outbuilding erected in the subdivision shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

7. Easements for the installation and maintenance of utilities, irrigation lines and drainage facilities are reserved as shown on the recorded plat.

8. No trash, garbage or other waste shall be kept or permitted to remain on any lot except in sanitary containers. No materials shall be kept or stored on any lot that will be unsightly or that will be a fire hazard. No materials may be burned on any lot except in controlled circumstances so as to prevent a fire hazard, the intention being that no person may endanger their own or their neighbor's lot by fire.

9. All power and telephone lines must be underground from the dwelling structure to the source of the power.

10. No sewage disposal system shall be constructed on any lot that does not conform to existing county and state health regulations.

11. No animals or fowl shall be kept or maintained on any lot except for the domestic need and use of the owners thereof. Horses, ponies, cattle, fowl, sheep, and domestic dogs and cats are specifically permitted in reasonable numbers; provided, however, no animals or fowl of any kind shall be kept or maintained on any lot for commercial or business purposes. Reasonable numbers as to horses, ponies, cattle and sheep shall be limited to that number that the lot will naturally support without additional feeding. In no event shall the maintaining or keeping of any animals or fowl be permitted if the keeping of such would create a noxious or offensive activity, odor or nuisance.



12. All construction of boundary fences must be approved by the Architectural Control Committee in advance of construction as to quality, material, appearance and location.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this 29<sup>th</sup> day of April, 1973.

FROERER CORP., a Corporation

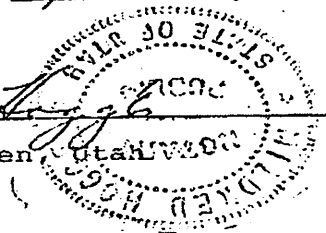
By [Signature]  
Fredrick Froerer, Jr.,  
President

By [Signature]  
William A. Froerer  
Secretary

STATE OF UTAH )  
                  ) ss.  
COUNTY OF WEBER )

On the 29<sup>th</sup> day of April, 1973, personally appeared before me FREDRICK FROERER, JR. and WILLIAM A. FROERER, who being by me duly sworn, did say that they are the President and Secretary respectively of FROERER CORP., a Utah Corporation, that said instrument was signed in behalf of said corporation and the same FREDRICK FROERER, JR. and WILLIAM A. FROERER acknowledged to me that said corporation executed the same.

[Signature], SUBSCRIBED AND SWORN to before me this 29<sup>th</sup> day of April, 1973.

[Signature]  
Notary Public  
Residing at Ogden, Utah  


My Commission Expires:  
3-20-75

LAW OFFICES OF  
FROERER, HOROWITZ, PARKER, THORNLEY, CRITCHLOW & JENSEN  
A PROFESSIONAL CORPORATION  
2610 WASHINGTON BOULEVARD  
OGDEN, UTAH 84401

PLATTED  VERIFIED   
ENTERED  MICROFILMED

PLATTED  
ENTERED

MICROFILMED  
941892

DOUGLAS  
WEBER COUNTY  
DEPUTY CLERK

JUL 11 10 32 AM '85

FILED BY  
William Johnson

# MORTGAGE

CHRISTOPHER D. BROWN and CHRISTINE J. BROWN  
Huntsville County of Weber State of Utah, hereby mortgage to

WILLIAM E. JOHNSON, Trustee (EPH IRA Rollover)  
Ogden County of Weber State of Utah Mortgagee of

for the sum of FORTY-FIVE THOUSAND (\$45,000.00) DOLLARS.  
the following described tract of land in Weber County, State of Utah:

All of Lot 7, Middle Fork Ranches, Weber County, Utah,  
according to the official plat thereof.

21-048-0007

(Together with the rents, issues and profits derived from said property after default of any of the conditions contained herein.)

This mortgage is given to secure the following indebtedness:

A promissory note of even date herewith, payable in accordance with the terms thereof.

And these presents shall be void if such payments be made according to the effect and tenor thereof:

The said mortgagor agrees to keep the buildings on said land insured for the benefit of the mortgagee during the continuance of this mortgage in a sum not less than 45,000.00 Dollars, and should we neglect or fail to do, the mortgagee may cause said insurance to be written and the premium or premiums paid therefor shall be added to the amount secured by these presents, and draw interest at the rate of 15 per cent a month till paid.

It is further expressly agreed that should default be made in the payment of any installment of interest or principal as in said note, provided, and should the same remain unpaid and in arrears for the space of 60 days, the holder of said note may declare the principal sum mentioned therein to be due and payable, and may proceed at once to foreclose this mortgage, anything hereinbefore written or in said note to the contrary notwithstanding.

Mortgagee shall have right to possession and all rents and profits after sheriff's sale shall become due and owing and payable to mortgagee.

The mortgagor s agree to pay all taxes and assessments on the said land and a reasonable attorney's fee in case of a foreclosure

Witness the hand s of the said mortgagor this 11<sup>th</sup> day of July, 19 85

Signed in Presence of

Christopher D. Brown (Seal)  
CHRISTOPHER D. BROWN  
Christine J. Brown (Seal)  
CHRISTINE J. BROWN  
(Seal)

Sub 1471 page 508

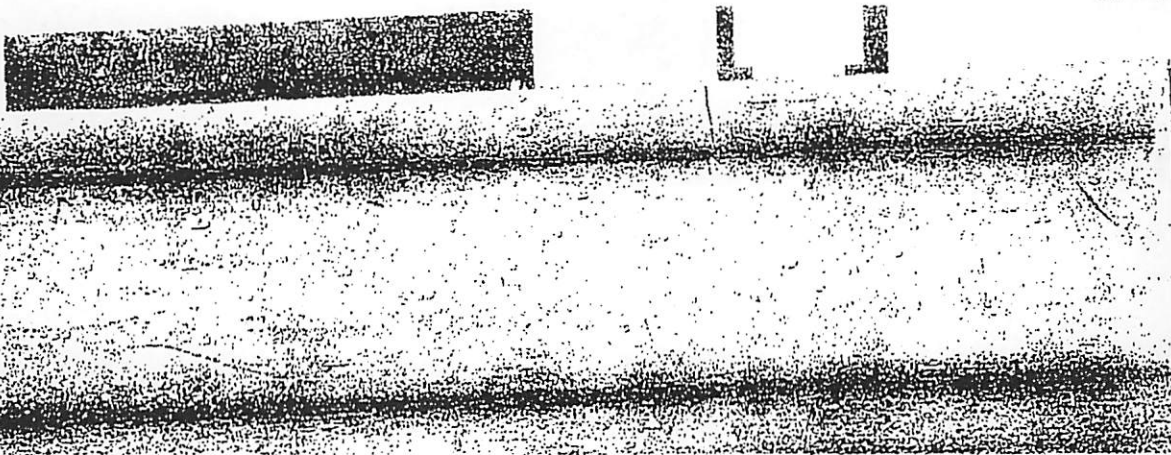
STATE OF UTAH }  
County of Weber } ss.  
On the 11 day of July, A. D. 19 85  
Personally appeared before me CHRISTOPHER D. BROWN and CHRISTINE J. BROWN  
the Notary of the within instrument, who duly acknowledged to me that he executed the

NOTARY PUBLIC  
My Commission Expires: 11-12-88

Recording Data		Serial No.	
Fee \$	Platted <input type="checkbox"/>	<input type="checkbox"/> Indexed	<input type="checkbox"/>
Entry No.	Recorded <input type="checkbox"/>	<input type="checkbox"/> Abstracted	<input type="checkbox"/>
	Compared <input type="checkbox"/>	<input type="checkbox"/> Paged	<input type="checkbox"/>

(Notary Seal)

Affects Lot 6



WHEN RECORDED, PLEASE RETURN TO:  
Barrie G. McKay  
1200 Kennecott Building  
Salt Lake City, Utah 84133

1020329  
800

DOUG. HIFTS  
WEBER COUNTY RECORDER  
DEPUTY *Barrie G. McKay*  
AUG 3 10 39 AM '87  
FILED AND RECORDED FOR  
*Barrie G. McKay*

FENCE LINE NOT AGREED BOUNDARY

STATE OF UTAH )  
                  ) ss.  
COUNTY OF WEBER )

PLATED  VERIFIED   
ENTERED  MICROFILMED

Barrie G. McKay, having been first duly sworn upon oath, deposes and says he is a citizen of the United States over the age of 21 years and that he knows of his own knowledge that the matters stated herein are true except as to matters stated upon information and belief and as to the same he believes them to be true:

1. The undersigned is a joint owner of:

Lot 6, Middle Fork Ranches, according to the official plat thereof of record in Weber County Recorder's Office, State of Utah.

2. The undersigned hereby declares that he consented as a matter of convenience to allow one Del Argyle as foreman for the Hinckley Ranch which adjoins on the north to erect a temporary fence south of the north boundary of said Lot 6 because the Middle Fork River washed out the existing fence. The accommodation is on a temporary basis and the fence within the undersigned's property is not to be construed or in any way to be interpreted as an agreed boundary or boundary by acquiescence. The undersigned specifically asserts and claims the boundary line to be to the center of the Middle Fork River as it was at the time the property was purchased in 1976, and the present fence may be removed by the undersigned or his successors in interest at any time. The undersigned or his successors in

BOOK 1523 PAGE 135 21-048-0006

interest may use the property to the boundary line of record, which is understood to be the center of the Middle Fork River as it was located at the time the property was acquired by the undersigned in 1976.

DATED this 29 day of July, 1987.

Barrie G. McKay  
Barrie G. McKay

Subscribed and sworn to before me this 29<sup>th</sup> day of July,



My commission expires:

4/30/90

Shirley J. Lloyd  
Notary Public

Residing at:

Bountiful, Utah

RGM25



21-CH-0561 New 0006 40007 -

ACKNOWLEDGMENT AND CONSENT

The undersigned Robert H. Hinckley, Jr., trustee Robert H. Hinckley, Trust Eden Utah 84310, hereby acknowledges the prior oral consent of the owners of lots 1 through 6, Middle Fork Ranches Subdivision, Weber County, Utah to permit the undersigned to construct, at the undersigned's expense, a metal stake, net and barb wire fence on said lots, near the north rear boundary line of said lots.

The undersigned acknowledges that the placement by the undersigned of the said existing fence was for the express purpose of preventing the undersigned's livestock from wandering off the undersigned's property adjacent to the north of said lots.

Further, the fence was erected in its present location due to the fact that the actual deed line between the lots and the property of the undersigned is in the stream bed of the Middle Fork River and therefore unable to be fenced.

The undersigned hereby acknowledges that the owner's of said lots, jointly or individually, actually own property north of said fence line and the erection of said fence line, net, is not and is not intended in the future to legally or equitably, by any legal or equitable theory of adverse possession, boundary by acquiescence, prescription, or otherwise, change the legal deed line of ownership between the said lot owners and the undersigned's adjacent property to the north.

Further, the undersigned hereby consents and agrees to the owner's of said lots, right to traverse over, through, (by installing a gate or otherwise), under, or otherwise, relocate or remove said fence in order to have access to all of the deeded land owned by said lot owners.

The undersigned waives any rights heretofore acquired, presently accruing, or that may be acquired, if any, based on legal or equitable claims of ownership, easement, right, prescription, easement, right-of-way or otherwise by virtue of the location of said fence on lots 1 through 6 Middle Fork Ranches Subdivision, Weber County, Utah.

Witness My Hand and Seal, 1987

*Robert H. Hinckley, Jr.*  
Robert H. Hinckley, Jr., trustee

1518 364

STATE OF UTAH  
COUNTY OF WEBER

On the 24 day of June 1987, personally appeared before me Robert H. Hinckley, Jr., Trustee, the signer of the within instrument, who duly acknowledged to me that he executed the same on behalf of and for existing trust.

My commission expires  
9 28 88

*Kelli A. Miller*  
Kelli A. Miller  
Notary Public - Residing at  
2009 S. State

10591-18

DOUG BRIGGS  
WERFER  
DEPT *Maggie Hamilton*  
SEP 29 10 28 AM '88 *9.50*  
FILED AND INDEXED  
*Fredrick Froese III*

10591-18 PAGE 365

PLATED  VERIFIED   
MICROFILMED  MICROFILMED

PLATED  VERIFIED   
ENTERED  MICROFILMED

ED 1088072 BK1567 PG 498  
DONG CROFTS, WEBER COUNTY RECORDER  
1989 SEP 05 12:03 PM FEE 9.00 DEP BR  
RE FOR MT CANAL IRRIG ASSOC

DEED OF EASEMENT

Christopher Daniels Brown and Christine J. Brown, his wife; Fredrick Froerer and Kathleen Froerer, his wife; and Weber County, GRANTORS, of Weber County, State of Utah, hereby CONVEY and WARRANT to MOUNTAIN CANAL IRRIGATION ASSOCIATION, a Corporation organized and existing under the laws of the State of Utah, GRANTEE, of Huntsville, County of Weber, State of Utah, for the sum of Ten and no/100 Dollars, and other good and valuable consideration, the following described perpetual easement for the construction, reconstruction, operation, and maintenance of a sprinkler mainline pipeline and related facilities, twenty feet (20') wide, being ten feet (10') on each side (except as stated below) of the following described centerline, in Weber County, State of Utah, to-wit:

21-048-0007, 0005, 21-085-0027  
Beginning at a point South 89°33'30" West 40.74 feet from the Northeast corner of Lot 7, Middle Fork Ranches Subdivision, Weber County, Utah, thence on all of the following courses: South 70°19'33" West 1.49 feet; South 84°58'07" West 353.76 feet; South 76°02'55" West 88.24 feet; South 47°57'08" West 58.27 feet; South 70°59'00" West 103.61 feet; South 70°50'00" West 228.71 feet; South 82°25'20" West 1014.72 feet; South 85°17'22" West 287.05 feet; South 89°03'13" West 393.29 feet; North 43°10'32" West 28.63 feet to the East end of a State highway culvert; thence South 84°12'29" West through said culvert and an existing ditch 65.82 feet to the Section line.

That part of the centerline which is located five feet South of the fence on the North side of Middle Fork Drive shall be twenty feet (20') wide, being five feet (5') North of the centerline and fifteen feet (15') South thereof.

WITNESS the hands of said grantors and authorized officers of Weber County, this 5 day of Sept., 1989.

Signed in the presence of:

Christine J. Brown  
Christopher Daniels Brown

Fredrick Froerer  
Kathleen Froerer



100002815716 432

STATE OF UTAH }  
County of \_\_\_\_\_ } ss.:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1989, by \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC  
Residing at: \_\_\_\_\_

STATE OF UTAH }  
County of Wasatch } ss.:

The foregoing instrument was acknowledged before me this 1 day of Sept., 1989, by Christopher Daniels Brown and Christine J. Brown.

My Commission Expires: 10-21-91

*M. Garcia*  
NOTARY PUBLIC  
Residing at: 1325 W. New  
Ogden, UT





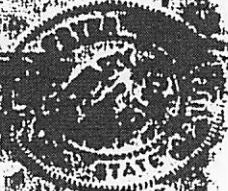
1088062 BK1567 R6 500

STATE OF UTAH }  
County of Wheeler } ss.:

The foregoing instrument was acknowledged before me this  
5 day of Sept., 1989, by Frederick Froerer and Kathleen A. Froerer.

My Commission Expires:  
10-21-91

*[Signature]*  
Residing at *[Signature]*



*[Handwritten mark]*

RESOLUTION NO. 18-96

**A RESOLUTION CREATING AND ESTABLISHING THE OGDEN VALLEY  
NATURAL GAS IMPROVEMENT DISTRICT AND SETTING FORTH  
THE IMPROVEMENTS TO BE PROVIDED BY THE DISTRICT;  
PROVIDING THAT PAYMENT FOR THE SERVICES SHALL BE BY  
A SERVICE CHARGE OR FEE; APPOINTING THE INITIAL BOARD OF  
TRUSTEES AND PRESCRIBING OTHER DETAILS AS PROVIDED BY LAW**

**WHEREAS**, the present Board of County Commissioners of Weber County and previous Boards have considered the need for natural gas service for the Ogden Valley and certain parts of Morgan County; and

**WHEREAS**, during the past few years certain groups of citizens in the Ogden Valley have requested Weber County's aid in acquiring such gas service; and

**WHEREAS**, at various times public meetings have been held to provide information to Ogden Valley residents regarding the cost and methods for providing natural gas service to the area; and

**WHEREAS**, pursuant to discussions with the board of County Commissioners of Weber County, Mountain Fuel has conducted a door-to-door campaign within Ogden Valley to ascertain those persons and entities who would contract for natural gas services; and

**WHEREAS**, the results of that campaign demonstrated that over 80% of the volumetric users in the area desire natural gas service and have contracted for such service if it is provided; and

**WHEREAS**, a public hearing on the creation of the District was held on the 13th day of March, 1996, during the regularly scheduled County Commission Meeting starting 5:00 p.m., in the County Commission Chambers, at which all interested persons could appear and be heard either in support or in opposition to the creation of the district; and

**WHEREAS**, the Board of County Commissioners has fully considered the comments made at the hearing, both written and oral; and

**WHEREAS**, on the 2nd day of April, 1996, at the regular scheduled Commission Meeting the Board of County Commissioners of Morgan County, pursuant to the requirements of Section 17A-2-303, Utah Code Annotated, 1953 as amended, considered Resolution 6-96 of the Weber County Commission indicating its intent to create the District; and

**WHEREAS**, Morgan County, after fully considering that Resolution approved that Resolution thereby giving authority to the Board of County Commissioners of Weber County to include in the District's territory within Morgan County described in Resolution 6-96;

**NOW THEREFORE**, pursuant to and in accordance to the requirements of Section 17A-2-303, Utah Code Annotated, 1953 as amended, the Board of County Commissioners of Weber County does hereby resolve and declare that the public health, convenience and necessity require the creation of the Ogden Valley Natural Gas Improvement District (the "District") for the purpose of constructing a natural gas main line ("Improvements") which will make natural gas service accessible to the area more fully described in attachment A and illustrated in the attached map.

1. A Special District is hereby created and shall include the area described in Attachment "A" and shall be known as the Ogden Valley Natural Gas Improvement District ("District").

\*\*RERECORDED TO CORRECT MISTAKE  
IN ATTACHMENT A\*\*

~~E# 1397633 BK1799 PG2215  
DOUG CROFTS, WEBER COUNTY RECORDER  
04-APR-96 1035 AM FEE \$.00 DEP MH  
REC FOR: WEBER.COUNTY~~

295

ATTACHMENT "A"

Being a portion of Township's 7 and 8 North, Range 1 West, Township's 5, 6 and 7 North, Range 1 East, and Township's 6 and 7 North, Range 2 East, Salt Lake Base and Meridian.

Beginning at the Southwest Corner of Section 5, Township 5 North, Range 1 East;

Thence Northerly along the west section line to the Northwest Corner of said Section 5, being the Southwest Corner of Section 32, Township 6 North, Range 1 East;

Thence Northerly along the west section line of Section's 32, 29, 20, 17, 8 and 5, to the Northwest Corner of Section 5, Township 6 North, Range 1 East, being the Southeast Corner of Section 31, Township 7 North, Range 1 East;

Thence Westerly along the south section line of said Section 31 to the South Quarter Corner of said Section 31;

Thence Northerly along the quarter section line to the North Quarter Section Corner of said Section 31, being the South Quarter Section Corner of Section 30 of said township and range;

Thence Westerly along the south section line to the Southwest Corner of said Section 30;

Thence Northerly along the range line to the Northwest Corner of Section 30, Township 7 North, Range 1 East, being the Southeast Corner of Section 24, Township 7 North, Range 1 West;

Thence Westerly along the south section line of said Section 24, to the East Sixteenth Corner between Section's 24 and 25, said corner being the Southwest Corner of the East one-half of the East one-half of Section 24 of said township and range;

Thence Northerly along the sixteenth section lines running thru Section's 24 and 13 to the East Sixteenth Corner between Section's 12 and 13, said corner being the Northwest Corner of the East Half of the East Half of Section 13 of said township and range;

Thence Westerly along the south section lines of said Section's 12 and 11 to the South Quarter Corner of Section 11, Township 7 North, Range 1 West;

Thence Northerly along the quarter section lines of Section's 11 and 2 to the North Quarter Corner of Section 2, Township 7 North, Range 1 West, being the South Quarter Corner of Section 35, Township 8 North, Range 1 West;

Thence Northerly along the quarter section line to the North Quarter Corner of said Section 35;

Thence Easterly along the north section lines of Section's 35 and 36 to the Northeast Corner of Section 36 of said township and range;

Thence Southerly along the range line to the Southeast Corner of Section 36, Township 8 North, Range 1 West, being the Northwest Corner of Section 8, Township 7 North, Range 1 East;

Thence Easterly along the north section line to the Northeast Corner of said Section 6;

Thence Southerly along the east section line to the East Quarter Corner of said Section 6, being the West Quarter Corner of Section 5 of said township and range;

Thence Easterly along quarter section line to the East Quarter Corner of said Section 5;

Thence Southerly along the east section line to the Southeast Corner of said Section 5, being the Northwest Corner of Section 9 of said township and range;

Thence Easterly along the north section line to the Northeast Corner of said Section 9;

Thence Southerly along the east section line to the Southeast Corner of said Section 9, being the Northwest Corner of Section 15 of said township and range;

Thence Easterly along the north section line to the Northeast Corner of said Section 15;

Thence Southerly along the east section line to the Southeast Corner of said Section 15, being the Northwest Corner of Section 23 of said township and range;

Thence Easterly along the north section lines of Section's 23 and 24 to the Northeast Corner of Section 24 of said township and range;

Thence Southerly along the range line to the Southeast Corner of Section 24, Township 7 North, Range 1 East, being the Northwest Corner of Section 30, Township 7 North, Range 2 East;

Thence Easterly along the north section line to the Northeast Corner of said Section 30;

Thence Southerly along the east section line to the Southeast Corner of said Section 30;

Thence Easterly along the north section line the Northeast Corner of Section 32 of said township and range;

Thence Southerly along the east section line to the Southeast Corner of Section 32 of Township 7 North, Range 2 East, being the Northwest Corner of Section 4, Township 6 North, Range 2 East;

Thence Easterly along the north section line to the Northeast Corner of Section 4, Township 6 North, Range 2 East;

Thence Southerly along the east section line to the Southeast Corner of said Section 4, Township 6 North, Range 2 East;

E# 1399404 BK1801 P6296

Thence Easterly along the north section line of Section's 10 and 11 to the Northeast Corner of Section 11 of said township and range;  
Thence Southerly along the east section line of Section's 11, 14, 23 and 26 to the Southeast Corner of Section 26 of said township and range;  
Thence Westerly along the south section line of Section's 26, 27, 28 and 29 to the Southwest Corner of Section 29, being the Northeast Corner of Section 31 of said township and range;  
Thence Southerly along the east section line to the Southeast Corner of said Section 31;  
Thence Westerly along the township line to the Southwest Corner of Section 31, Township 6 North, Range 2 East, being the Southeast Corner of Section 36, Township 6 North, Range 1 East;  
Thence Westerly along township line to the South Quarter Corner of Section 36, Township 6 North, Range 1 East, being the North Quarter Corner of Section 1, Township 5 North, Range 1 East; '  
Thence Southerly along the quarter section line of Section's 1, 12, 13 and 24 to the South Quarter Corner of Section 24 of said township and range;  
Thence Westerly along the south section line of Section's 24 and 23 to the East Sixteenth Corner between Section's 23 and 26, said corner being the Southwest Corner of the East Half of the East Half of Section 23 of said township and range;  
Thence Northerly along the sixteenth section line to the Center-Center East Sixteenth Corner of said Section 23, said corner being the southeast corner of the southwest quarter of the northeast quarter of said section 23;  
Thence Westerly along quarter section line to the Center Quarter Corner (center of section) of said Section 23;  
Thence Northerly along the quarter section lines of Section's 23 and 14 of said township and range to the Center-Center South Sixteenth Corner of Section 14 of said township and range, said corner being the southeast corner of the northeast quarter of the southwest quarter of said section 14;  
Thence Westerly along the sixteenth section line to the South Sixteenth Corner between Section's 14 and 15 of said township and range, being the Southwest Corner of the Northwest Quarter of the Southwest Quarter of said Section 14;  
Thence Northerly along the west section line to the Northwest Corner of said Section 14, being the Southeast Corner of Section 10 of said township and range;  
Thence Westerly along the south section line of Section's 10 and 9 to the Southwest Corner of Section 9 of said township and range;  
Thence Northerly along the west section line to the Northwest Corner of said Section 9, being the Southeast Corner of Section 5, Township 5 North, Range 1 East;  
Thence Westerly along the south section line of said Section 5 to the point of beginning.

EE 1399404 BK1801 P6297

2. The District shall be a separate political entity from the County and shall have the authority as provided by law to finance the improvements for which the District is created. The District is created to assist in financing the construction of a high pressure natural gas pipeline and related improvements. The proposed section of natural gas pipeline that will be paid in part by the District will include a high pressure eight inch pipeline beginning at a point on the southern boundary of the District located approximately 1400 feet north of the Mountain Green intersection of the Mountain Green highway and Trappers Loop Road and continue along Trappers Loop Road to the intersection of Trappers Loop Road and SR39; continuing with a six inch high pressure pipeline on SR39, 7800 East and Highway 162 and continuing on to the end of the high pressure pipeline located approximately at the intersection of Highway 162 and River Drive in Eden.

3. The governing body of the District shall be a Board of Trustees initially consisting of three (3) members who shall supervise and control all activities of the District. Pursuant to the authority granted in Section 17A-1-303(6), the Board of County Commissioners of Weber County hereby appoints all three members of its Board to the Governing Board of the District. The name of the initial Trustees are as follows:

Bruce H. Anderson  
Joe H. Ritchie  
Spencer F. Stokes

Weber County Commissioner  
Weber County Commissioner  
Weber County Commissioner

4. Pursuant to UCA 17A-2-305(4)(a)(i), the town of Huntsville shall have authority to appoint an additional member of the Board of Trustees in accordance with the procedures and requirements of Part 3, Chapter 1, Title 17A of the Utah Code. If Huntsville exercises its right to appoint a Trustee, the Board of Trustees shall then consist of four (4) members.

5. The officers and employees of Weber County are hereby authorized and directed to take all action necessary and appropriate to effectuate the provisions of this resolutions.

RESOLVED this 3rd day of April, 1996.

BOARD OF COUNTY COMMISSIONERS

By Bruce H. Anderson  
Bruce H. Anderson, Chair

Commissioner Anderson voted  
Commissioner Ritchie voted  
Commissioner Stokes voted

all  
all  
all

ATTEST

Linda G. Lunceford  
Linda G. Lunceford, Weber County Clerk

NATGAS.018

E# 1397404 BK1801 PG298

E# 1397633 BK1799 PG2218

AGREEMENT

This Agreement entered into this 5th day of SEPTEMBER 1989, by and between the State of Utah, acting through the BOARD OF WATER RESOURCES, sometimes referred to herein as the STATE, and the MOUNTAIN CANAL IRRIGATION ASSOCIATION, a corporation organized under the Laws of the State of Utah, sometimes referred to herein as the WATER COMPANY:

WITNESSETH

THAT WHEREAS, the Utah Legislature has authorized the BOARD OF WATER RESOURCES, under Title 73-10 Utah Code Annotated, to enter into contracts for the construction of water conservation projects which, in the opinion of the Board, will best conserve and utilize the water resources of the State of Utah; and

WHEREAS, the STATE desires to promote a water conservation project, estimated to cost \$200,000.00, and to provide 75% of the project cost from the Revolving Construction Fund for construction of a gravity-pressurized sprinkle irrigation system to serve 150 acres of farmland and 110 acres of residential lots, hereinafter referred to as the PROJECT and located in Section 1, T6N, R1E, and Sections 5 and 6, T6N, R2E, SLB&M, in Weber County, Utah; and

WHEREAS, it is the desire of the WATER COMPANY to enter into a contract with the STATE, for a consideration to be hereinafter provided, and to use the water developed by the PROJECT, and as the WATER COMPANY has the available manpower and facilities necessary to construct the PROJECT, and is ready, willing, and able to enter into a contract for such purpose;

NOW THEREFORE, the Parties hereto enter into this agreement and make the following assignments:

1. The WATER COMPANY hereby agrees to convey, grant, and warrant to the STATE, title, in fee simple as required, to the real estate upon which the structures are to be constructed; and further agrees to convey, grant, and warrant to the STATE, title to such easements and rights-of-way as shall be necessary to enable the STATE to construct, maintain, and operate the PROJECT; and further agrees to grant and convey to the STATE an easement to use any and all of the WATER COMPANY'S facilities in Section 1, T6N, R1E, and Sections 5 and 6, T6N, R2E, SLB&M, in Weber County, Utah.

2. The WATER COMPANY hereby agrees to convey, assign, and warrant to the STATE, all right, title, and interest which it has or may have, to the right to the use of the water which shall be developed or conveyed through the use of the PROJECT, and particularly the waters of the South Fork and Middle

E# 1406852 BK 1806 PG 2958  
DOUG CROFTS, WEBER COUNTY RECORDER  
17-MAY-96 1004 AM FEE \$1.00 DEP PL  
REC FOR: STATE OF UTAH WATER RESOURCES

3-6-89 200,000.00  
2-0-89 200,000.00  
3-0-89 200,000.00  
2-0-89 200,000.00  
2-0-89 200,000.00  
2-0-89 200,000.00



Fork of the Ogden River awarded to the Huntsville Mountain Canal Irrigation Association now known as Mountain Canal Irrigation Association in Right No. 252 of the Decree of the Second Judicial District Court of Utah, in and for Weber County No. 7487 upon the Ogden River and its tributaries, Plain City Irrigation Company vs. Hooper Irrigation Company, et al., dated April 1, 1948, John A. Hendricks, Judge. Also Change Application No. 35-7252 (a 1951 Cert. No. a 377) which amends said decree. The WATER COMPANY hereby assigns to the State of Utah acting through the Board of Water Resources its contractual rights with Weber Basin Water Conservancy District for 200 acre-feet of water from Causey Reservoir until such time as all payment obligations under this agreement are completed.

3. The WATER COMPANY recognizes as valid the conveyance of easements and rights-of-way executed by various owners of the land to the STATE, and agrees that all performance by the WATER COMPANY under this contract shall be subservient to, and in recognition of, the aforesaid rights of the STATE in and to the aforesaid easements and rights-of-way.

4. The WATER COMPANY agrees to supply the necessary manpower and facilities and agrees to complete the construction of the PROJECT regardless of unforeseen contingencies, in accordance with plans, specifications, and work items, a copy of which is hereby incorporated by reference and made a part hereof.

5. The STATE agrees to pay to the WATER COMPANY Seventy-Five Percent (75%) of the total cost of constructing the PROJECT, but in no event shall the amount paid by the STATE exceed One Hundred Fifty Thousand Dollars (\$150,000.00), and the WATER COMPANY agrees to pay all costs in excess of the amount paid by the STATE.

6. All payments made by the STATE to the WATER COMPANY under this agreement shall be made payable to MOUNTAIN CANAL IRRIGATION ASSOCIATION and mailed to Max H. Dalton, Secretary, 4267 Porter Ave., Ogden, Utah, 84403, Phone: 479-7743, or such person as may hereafter be designated by the WATER COMPANY. The WATER COMPANY shall, during the construction period under this agreement, establish in a bank of its choice, a special checking account for the PROJECT, and all monies from any source to be used for payment of obligations towards the construction work shall be deposited in this special account and disbursed by check to meet the obligations of the PROJECT construction. Said account must require all checks be signed by two WATER COMPANY Officers specified by the Board of Directors of the WATER COMPANY. All items of labor and equipment shall be fully accounted for, and once each month the WATER COMPANY shall send to the DIVISION OF WATER RESOURCES a photocopy of each check issued from the said special account during the month. A copy of each Bank statement shall also be provided to the DIVISION OF WATER RESOURCES.

7. It is further agreed that payment of the STATE'S share of the construction costs shall be made periodically to the WATER COMPANY upon the presentation by the WATER COMPANY to the STATE of a certified statement of the payment requirement which shall be in the nature of a partial estimate of the work completed to date by the WATER COMPANY on each work item. The WATER COMPANY shall withhold Ten Percent (10%) of each payment to the construction contractor until Fifty Percent (50%) of the work has been completed, at which time the remaining partial payments may be made in full, if the work is

progressing satisfactorily. Also, whenever the work is substantially complete, the amount withheld may be further reduced. The amounts withheld as set forth hereinabove shall be deposited by the WATER COMPANY in a separate interest-bearing account, with the interest accruing to the benefit of the contractors and subcontractors on a pro rata basis according to the work performed by each. The withholdings and the interest earned thereon shall become due and payable to the said contractors and subcontractors upon satisfactory completion of the construction work under this agreement, or sub-agreements, and upon final inspection and acceptance of the work by an engineer designated by the STATE.

8. It is further agreed that the WATER COMPANY shall complete the construction of the PROJECT on or before December 1, 1989, and that title to the entire PROJECT, including all appurtenant facilities and water rights, shall immediately vest in the STATE.

9. The STATE agrees to sell, and the WATER COMPANY agrees to purchase, the land, easements, rights-of-way, water rights, the constructed works, and all appurtenant facilities acquired by the STATE in this agreement and Assignments at a total purchase price defined to be the combined total of all funds paid by the STATE to the WATER COMPANY for the construction of the PROJECT, but not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00), plus all expense incurred by the STATE for the investigation, development, and administration of the PROJECT, and to be determined by the STATE upon completion of the PROJECT.

10. The purchase price shall be payable over a period of time approximately Twenty (20) years, in annual installments of Seven Thousand Five Hundred Dollars (\$7,500.00), or more, without interest. The first annual installment of Seven Thousand Five Hundred Dollars (\$7,500.00), or more, of the total purchase price as defined above, shall become due and payable on the First Day of December, 1990, and a like sum, or more, shall be due and payable on the First day of December of each and every year thereafter until the purchase price, as defined above, shall have been paid in full; said sums shall be payable at the office of the DIVISION OF WATER RESOURCES and the first monies received by the STATE under the terms of this contract will be applied against the indebtedness incurred by the STATE for project investigation, development, and administration until fully paid, and any residue will be applied to funds paid by the STATE for the construction of the PROJECT. Delinquent payments shall bear interest at a rate of Eighteen Percent (18%) per annum.

11. During the purchase period, the WATER COMPANY may not change the use of any PROJECT water or facilities from irrigation to industrial, municipal, or hydroelectric power generation without the written consent of the Board of Water Resources. The WATER COMPANY agrees that such consent may be conditional upon an amendment to this agreement to reflect a higher interest rate and/or a shorter repayment period for the outstanding balance due the STATE under this agreement. The terms of the amendment shall be negotiable between the Parties hereto.

12. During the period of such purchase under this contract, provided the WATER COMPANY is not delinquent in any manner, the WATER COMPANY shall have and is hereby given the right to use the STATE'S water rights, and all facilities constructed thereunder. During the life of this agreement, the



WATER COMPANY agrees to assume, at the WATER COMPANY'S expense, the full and complete obligation of maintaining the constructed works, and other facilities, and of protecting all water rights, easements, and rights-of-way from forfeiture, including the payment of any fees or assessments for said water rights, easements or rights-of-way.

13. In order to secure the payment of the aforesaid purchase price, it is hereby expressly agreed that the STATE may require the WATER COMPANY to assess all outstanding shares of its stock for the full amount of any delinquencies in the aforesaid purchase installments. It is further agreed by the WATER COMPANY that it will not incur any mortgages or encumbrances, other than those already acquired by it, on any of its property, real or personal, without first securing the written consent of the STATE.

14. The WATER COMPANY hereby warrants the STATE that the construction of the PROJECT will not interfere with existing water rights. If the PROJECT herein described shall give rise to a claim, or cause of action to any holder of any water rights because of the interference with such rights by the operation of the PROJECT, then the WATER COMPANY hereby agrees to indemnify the STATE to the extent of such claim or cause of action.

15. In constructing or causing the PROJECT to be constructed, the WATER COMPANY shall comply with the provisions of the Utah Anti-Discrimination Act of 1965 and hereby agrees as follows:

(a) The WATER COMPANY will not discriminate against any employee or applicant for employment because of race, color, sex, religion, ancestry, or national origin.

(b) In all solicitations or advertisements for employees, the WATER COMPANY will state that all qualified applicants will receive consideration without regard to race, color, sex, religion, ancestry or national origin.

(c) The WATER COMPANY will send to each labor union or workers representative notices to be provided, stating the WATER COMPANY'S responsibilities under the statute.

(d) The WATER COMPANY will furnish such information and reports as requested by the Anti-Discrimination Division for the purpose of determining compliance with the statute.

(e) Failure of the WATER COMPANY to comply with the statute, the rules and regulations promulgated thereunder and this non-discrimination clause shall be deemed a breach of this contract and it shall be cancelled, terminated or suspended in whole or in part.

(f) The WATER COMPANY will include the provisions of Items (a) through (e) in every subcontract or purchase order (unless exempted under the statute or rules and regulations) so that such provisions will be binding upon such subcontractor or vendor.

E# 1406852 BK1806 P62961

16. If either party to the contract violates any of the conditions or covenants made herein, the other may give written notice of such breach or failure, and if the same shall not be cured within Ninety (90) days after such notice, the other may declare the contract forfeited and may proceed to its remedies at law for such breach.

17. The WATER COMPANY hereby agrees to indemnify and save harmless the STATE and its officers, agents, and employees from any and all liability in connection with this agreement or development or operation of the PROJECT, including any and all claims for injury or death of persons or animals, or for any property loss or damage that may arise from the construction, maintenance, or operation of the PROJECT.

18. After the WATER COMPANY shall have paid in full the purchase price, as defined above, the STATE shall execute such deeds and bills of sale as will be necessary to revest the same title to the aforesaid property and water rights in the WATER COMPANY.

19. This agreement, or any part thereof, or the benefits to be received under this agreement, may not be the subject or any assignment to any person, firm, or corporation, by the said WATER COMPANY, without first having secured the written consent of the STATE to any such proposed assignment or disposition of this agreement.

20. No covenant or condition of this contract can be waived except by the written consent of the STATE. Forbearance or indulgence by the STATE in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the WATER COMPANY, and until complete performance by the WATER COMPANY of said covenant or condition, the STATE shall be entitled to invoke any remedy available to the STATE under this contract or by law or in equity despite said forbearance or indulgence. Receipt by the STATE of a partial payment of any installment due hereunder shall be deemed to be part payment only and notwithstanding any endorsement, the STATE may accept said payment without prejudice to its right to recover the balance.

21. This agreement shall not become binding upon the STATE until it has been signed by all persons and agencies required by law, and the STATE shall not become liable to the WATER COMPANY for any commitments made by the WATER COMPANY until this agreement has been fully executed.

\* \* \* \* \*

ET 1406852 BK1806 PG2962

IN WITNESS WHEREOF, the State of Utah, acting through the BOARD OF WATER RESOURCES, has caused these presents to be signed by the Chairman and Director of the said BOARD OF WATER RESOURCES by authority of a resolution of said Board; and the MOUNTAIN CANAL IRRIGATION ASSOCIATION, has caused these presents to be signed and executed on its behalf by Ralph Hansen, its President, and Max H. Dalton, its Secretary, by authority of a resolution of its Stockholders at a meeting held MARCH 5, 1989.

MOUNTAIN CANAL IRRIGATION ASSOCIATION

Ralph H. Hansen  
President  
Max H. Dalton  
Secretary

87-0325869  
Employer Identification No.

BOARD OF WATER RESOURCES

O. Eugene Johansen  
Chairman  
D. Larry Anderson  
Director

AVAILABILITY OF FUNDS:

Jack Alton  
Division Budget/Accounting

APPROVED: DIVISION OF FINANCE

Wayne Hansen  
for Director of Finance

TRUSTEES

STATE OF UTAH )  
County of Salt Lake )ss

On the 23rd day of June, 1989, personally appeared before me O. Eugene Johansen and D. Larry Anderson, who being duly sworn did say that they are respectively the Chairman and Director of the BOARD OF WATER RESOURCES, and that they signed the foregoing instrument in behalf of the said BOARD by authority of a resolution of said BOARD, and they also acknowledged to me that the said BOARD executed the same.

My Commission Expires: May 19, 1992

Boyd E. Phillips  
Notary Public

STATE OF UTAH )  
County of )ss

On the 1 day of September, 1989, personally appeared before me Ralph Hansen and Max H. Dalton, who being duly sworn did say that they are respectively the President and Secretary of the MOUNTAIN CANAL IRRIGATION ASSOCIATION and that they signed the foregoing instrument in behalf of said Corporation by authority of a resolution of its Stockholders, and they also acknowledged to me that the said Corporation executed the same.

My Commission Expires:

**NOTARY PUBLIC**  
My Commission Expires  
March 16, 1992  
**IVAN J. HESLCP**  
1608 Forest Green Cr.  
Ogden,  
UT 84403  
**STATE OF UTAH**

Ivan J. Hesch  
Notary Public

**NOTARY PUBLIC**  
**BOYD E. PHILLIPS**  
1636 West North Temple, #310  
Salt Lake City, Utah 84116  
My Commission Expires  
May 19, 1992  
**STATE OF UTAH**

CERTIFICATION AND ACKNOWLEDGMENT

STATE OF UTAH )  
 : ss  
County of Weber )

Comes now Max Dalton, who being first duly sworn upon oath deposes and says: That he is the duly qualified Secretary of the MOUNTAIN CANAL IRRIGATION ASSOCIATION, a corporation organized under the laws of the State of Utah; that on the 7<sup>th</sup> day of MARCH, 1989, a meeting of the BOARD OF TRUSTEES of the aforesaid corporation was held at HUNTSMVILLE, Utah, which meeting was held in the manner required by law and after due notice had been given to the aforesaid BOARD OF TRUSTEES in the manner prescribed by law; that at such meeting a quorum of the Board was present to legally authorize the aforesaid Board to transact the business for which the aforesaid meeting was held; and that at said meeting the following resolution was made, seconded, and passed by a legal majority of the Board.

R E S O L U T I O N

IT IS HEREBY RESOLVED that Ralph Hansen, President, and Max Dalton, Secretary, acting on behalf of the MOUNTAIN CANAL IRRIGATION ASSOCIATION are hereby authorized to enter into a contract with the State of Utah, acting through the Board of Water Resources, for the construction of a water conservation project consisting of a gravity-pressurized sprinkle irrigation system to serve 260 acres in Section 1, T6N, R1E and Section 6 T6N, R2E, SLB&M, presently served by Mountain Canal Irrigation Association's Big Bench Ditch.

FURTHER, that the total estimated cost of completing the project will be \$200,000, of which amount the Board of Water Resources will pay 75 percent of the cost of construction but not to exceed \$150,000 and all additional costs to complete the project will be paid by the MOUNTAIN CANAL IRRIGATION ASSOCIATION, and

FURTHER, that this corporation shall assign to the Board of Water Resources its properties, easements, and water rights, appurtenant to said project on condition that the same be reconveyed to this corporation upon the payment of the purchase price thereof, such purchase price to be the combined total of all money paid by the Board of Water Resources for the construction of the project, but not to exceed \$150,000, plus all expense incurred by the Board of Water Resources for investigation, engineering, and inspection in its accomplishment of project, and

FURTHER, that this corporation shall have full use of such properties and water rights during the life of this contract, provided this corporation is not delinquent in any of its obligations under the contract. We further authorize the Board of Trustees of this corporation to assess all the outstanding corporate stock for any payments which may become delinquent under the terms of the aforesaid contract.

Max H. Dalton  
Secretary

STATE OF UTAH            )  
                                  ): ss  
County of Weber        )

On this 27 day of July, 1989, appeared before me Max Dalton who is personally known to me to be the Secretary of the MOUNTAIN CANAL IRRIGATION ASSOCIATION and who did acknowledge to me under oath that he executed the aforesaid document entitled "Certification and Acknowledgment" on behalf of said corporation.

[Signature]  
NOTARY PUBLIC

MY COMMISSION EXPIRES NOVEMBER 12, 1989

My Commission Expires: \_\_\_\_\_



CERTIFICATION AND ACKNOWLEDGMENT

STATE OF UTAH                    )  
                                      ): ss  
County of Weber                 )

Comes now Max Dalton, who being first duly sworn upon oath deposes and says: That he is the duly qualified Secretary of the MOUNTAIN CANAL IRRIGATION ASSOCIATION, a corporation organized under the laws of the State of Utah; that on the 7<sup>th</sup> day of MARCH, 1989, a meeting of the STOCKHOLDERS of the aforesaid corporation was held at Huntsville, Utah, which meeting was held in the manner required by law and after due notice had been given to the aforesaid STOCKHOLDERS in the manner prescribed by law; that at such meeting 82.70 percent of the total shares of stock in this corporation were represented and that the following resolution was made, seconded and passed by 96.70 percent of the company stock represented at the meeting.

R E S O L U T I O N

IT IS HEREBY RESOLVED that Ralph Hansen, President, and Max Dalton, Secretary, acting on behalf of the MOUNTAIN CANAL IRRIGATION ASSOCIATION are hereby authorized to enter into a contract with the State of Utah, acting through the Board of Water Resources, for the construction of a water conservation project consisting of a gravity-pressurized sprinkle irrigation system to serve 260 acres in Section 1, T6N, R1E and Section 6 T6N, R2E, SLB&M, presently served by Mountain Canal Irrigation Association's Big Bench Ditch.

FURTHER, that the total estimated cost of completing the project will be \$200,000, of which amount of the Board of Water Resources will pay 75 percent of the cost of construction but not to exceed \$150,000 and all additional costs to complete the project will be paid by the MOUNTAIN CANAL IRRIGATION ASSOCIATION, and

FURTHER, that this corporation shall assign to the Board of Water Resources its properties, easements, and water rights, appurtenant to said project on condition that the same be reconveyed to this corporation upon the payment of the purchase price thereof, such purchase price to be the combined total of all money paid by the Board of Water Resources for the construction of the project, but not to exceed \$150,000, plus all expense incurred by the Board of Water Resources for investigation, engineering and inspection in its accomplishment of project, and

FURTHER, that this corporation shall have full use of such properties and water rights during the life of this contract, provided this corporation is not delinquent in any of its obligations under the contract. We further authorize the Board of Directors of this corporation to assess all the outstanding corporate stock for any payments which may become delinquent under the terms of the aforesaid contract.

Max H. Datta  
Secretary

STATE OF UTAH            )  
                              :    SS  
County of Heber         )

On this 27 day of July, 1989, appeared before me Max Dalton who is personally known to me to be the Secretary of the MOUNTAIN CANAL IRRIGATION ASSOCIATION and who did acknowledge to me under oath that he executed the aforesaid document entitled "Certification and Acknowledgment" on behalf of said corporation.

[Signature]  
NOTARY PUBLIC

My Commission Expires: MY COMMISSION EXPIRES NOVEMBER 12, 1989



EASEMENT TO USE DISTRIBUTION SYSTEM

MOUNTAIN CANAL IRRIGATION ASSOCIATION, a corporation of the County of Weber, State of Utah, GRANTOR, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged and for the consideration of an agreement dated September 5, 1989, with the State of Utah, acting through the BOARD OF WATER RESOURCES, GRANTEE, for the construction of a sprinkle irrigation project, does hereby grant and assign to the State of Utah, acting through the BOARD OF WATER RESOURCES, an easement to use the existing water distribution system of canals, ditches, pipelines and all appurtenant works and facilities of the MOUNTAIN CANAL IRRIGATION ASSOCIATION in Section 1, T6N, R1E, and Sections 5 and 6, T6N, R2E, SLB&M.

WITNESS, the hand of the GRANTOR, this 1st day of Sept, 1989.

MOUNTAIN CANAL IRRIGATION COMPANY

ATTEST:

Max H. Dalton  
Secretary

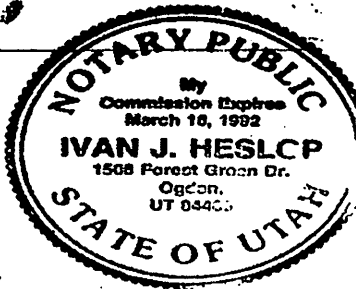
Ralph Hansen  
President

STATE OF UTAH )  
                  ) ss.  
County of Weber )

On the 1 day of September, 1989 personally appeared before me Ralph Hansen and Max H. Dalton, who being by me duly sworn, did say that they are the President and Secretary, respectively, of the MOUNTAIN CANAL IRRIGATION ASSOCIATION, and that the said instrument was signed in behalf of said corporation by authority of a resolution of its stockholders, and said Ralph Hansen and Max H. Dalton acknowledged to me that said corporation executed the same.

Ivan J. Heslcp  
Notary Public

My Commission Expires:



E# 1406855 BK 1806 PG2974  
DOUG CROFTS, WEBER COUNTY RECORDER  
17-MAY-96 1007 AM FEE \$ .00 DEP PL  
REC FOR: STATE OF UTAH WATER RESOURCES

5-1-1989  
2-15-1989  
3-1-1989  
3-1-1989  
3-1-1989



RESOLUTION NO. 25-96

**A RESOLUTION CREATING AND ESTABLISHING THE OGDEN VALLEY  
NATURAL GAS IMPROVEMENT DISTRICT AND SETTING FORTH  
THE IMPROVEMENTS TO BE PROVIDED BY THE DISTRICT;  
PROVIDING THAT PAYMENT FOR THE SERVICES SHALL BE BY  
A SERVICE CHARGE OR FEE; APPOINTING THE INITIAL BOARD OF  
TRUSTEES AND PRESCRIBING OTHER DETAILS AS PROVIDED BY LAW**

**WHEREAS**, the present Board of County Commissioners of Weber County and previous Boards have considered the need for natural gas service for the Ogden Valley and certain parts of Morgan County; and

**WHEREAS**, during the past few years certain groups of citizens in the Ogden Valley have requested Weber County's aid in acquiring such gas service; and

**WHEREAS**, at various times public meetings have been held to provide information to Ogden Valley residents regarding the cost and methods for providing natural gas service to the area; and

**WHEREAS**, pursuant to discussions with the board of County Commissioners of Weber County, Mountain Fuel has conducted a door-to-door campaign within Ogden Valley to ascertain those persons and entities who would contract for natural gas services; and

**WHEREAS**, the results of that campaign demonstrated that over 80% of the volumetric users in the area desire natural gas service and have contracted for such service if it is provided; and

**WHEREAS**, a public hearing on the creation of the District was held on the 13th day of March, 1996, during the regularly scheduled County Commission Meeting starting 5 p.m., in the County Commission Chambers, at which all interested persons were heard either in support or in opposition to the creation of the district; and

**WHEREAS**, it was later discovered that notice of such public hearing had not been published three (3) times pursuant to the statutory requirement; and

**WHEREAS**, in order to correct that error, the Board of County Commissioners of Weber County scheduled another public hearing to be held on the 15th day of May, 1996, during the regular Commission Meeting starting at 9 a.m.; and

**WHEREAS**, notice of such public hearing was published in the Standard Examiner on the 22nd day of April, 1996, the 29th day of April, 1996, and the 6th day of May, 1996; and

**WHEREAS**, the Board of County Commissioners has fully considered the comments made at the hearing, both written and oral; and

**WHEREAS**, on the 23rd day of April, 1996, at the regular scheduled Commission Meeting the Board of County Commissioners of Morgan County, pursuant to the requirements of Section 17A-2-303, Utah Code Annotated, 1953 as amended, considered Resolution 6-96 of the Weber County Commission indicating its intent to create the District; and

**WHEREAS**, Morgan County, after fully considering that Resolution approved that Resolution thereby giving authority to the Board of County Commissioners of Weber County to include in the District's territory within Morgan County described in Resolution 6-96;

ES 1413086 BK 1811 PG2786  
DOUG CROFTS, WEBER COUNTY RECORDER  
18-JUN-96 923 AM FEE \$1.00 DEP MH  
REC FOR: WEBER.COUNTY.TREASURER

NOW THEREFORE, pursuant to and in accordance to the requirements of Section 17A-2-303, Utah Code Annotated, 1953 as amended, the Board of County Commissioners of Weber County does hereby resolve and declare that the public health, convenience and necessity require the creation of the Ogden Valley Natural Gas Improvement District (the "District") for the purpose of issuing bonds to construct a natural gas main line ("Improvements") which will make natural gas service accessible to the area more fully described in attachment A and illustrated in the attached map.

1. Pursuant to § 17-2-301 et seq., Utah Code Annotated 1953 as amended, a Special District is hereby created and shall include the area described in Attachment "A" and shall be known as the Ogden Valley Natural Gas Improvement District ("District").

2. The District shall be a separate political entity from the County and shall have the authority as provided by law to finance the improvements for which the District is created. The District is created to assist in financing the construction of a high pressure natural gas pipeline and related improvements. The proposed section of natural gas pipeline that will be paid in part by the District will include a high pressure eight inch pipeline beginning at a point on the southern boundary of the District located approximately 1400 feet north of the Mountain Green intersection of the Mountain Green highway and Trappers Loop Road and continue along Trappers Loop Road to the intersection of Trappers Loop Road and SR39; continuing with a six inch high pressure pipeline on SR39, 7800 East and Highway 162 and continuing on to the end of the high pressure pipeline located approximately at the intersection of Highway 162 and River Drive in Eden.

3. The governing body of the District shall be a Board of Trustees initially consisting of three (3) members who shall supervise and control all activities of the District. Pursuant to the authority granted in Section 17A-1-303(6), the Board of County Commissioners of Weber County hereby appoints all three members of its Board to the Governing Board of the District. The name of the initial Trustees are as follows:

Bruce H. Anderson  
Joe H. Ritchie  
Spencer F. Stokes

Weber County Commissioner  
Weber County Commissioner  
Weber County Commissioner

4. Pursuant to UCA 17A-2-305(4)(a)(i), the town of Huntsville may exercise its authority to appoint an additional member of the Board of Trustees. If Huntsville exercises its right to appoint a Trustee, the Board of Trustees will consist of four (4) members.

5. The officers and employees of Weber County are hereby authorized and directed to take all action necessary and appropriate to effectuate the provisions of this resolutions.

RESOLVED this 15 day of May, 1996.

BOARD OF COUNTY COMMISSIONERS

By Bruce H. Anderson  
Bruce H. Anderson, Chair

Commissioner Anderson voted  
Commissioner Ritchie voted  
Commissioner Stokes voted

AW  
AR  
AS

ATTEST:

Linda G. Lundesford  
Linda G. Lundesford, Weber County Clerk

WATGAS.010

E# 14 13086 BK1811 P62787

ATTACHMENT 'A'

Being a portion of Township's 7 and 8 North, Range 1 West, Township's 5, 6 and 7 North, Range 1 East, and Township's 6 and 7 North, Range 2 East, Salt Lake Base and Meridian.

Beginning at the Southwest Corner of Section 5, Township 5 North, Range 1 East;

Thence Northerly along the west section line to the Northwest Corner of said Section 5, being the Southwest Corner of Section 32, Township 6 North, Range 1 East;

Thence Northerly along the west section line of Section's 32, 29, 20, 17, 8 and 5, to the Northwest Corner of Section 5, Township 6 North, Range 1 East, being the Southeast Corner of Section 31, Township 7 North, Range 1 East;

Thence Westerly along the south section line of said Section 31 to the South Quarter Corner of said Section 31;

Thence Northerly along the quarter section line to the North Quarter Section Corner of said Section 31, being the South Quarter Section Corner of Section 30 of said township and range;

Thence Westerly along the south section line to the Southwest Corner of said Section 30; Thence Northerly along the range line to the Northwest Corner of Section 30, Township 7 North, Range 1 East, being the Southeast Corner of Section 24, Township 7 North, Range 1 West;

Thence Westerly along the south section line of said Section 24, to the East Sixteenth Corner between Section's 24 and 25, said corner being the Southwest Corner of the East one-half of the East one-half of Section 24 of said township and range;

Thence Northerly along the sixteenth section lines running thru Section's 24 and 13 to the East Sixteenth Corner between Section's 12 and 13, said corner being the Northwest Corner of the East Half of the East Half of Section 13 of said township and range;

Thence Westerly along the south section lines of said Section's 12 and 11 to the South Quarter Corner of Section 11, Township 7 North, Range 1 West;

Thence Northerly along the quarter section lines of Section's 11 and 2 to the North Quarter Corner of Section 2, Township 7 North, Range 1 West, being the South Quarter Corner of Section 35, Township 8 North, Range 1 West;

Thence Northerly along the quarter section line to the North Quarter Corner of said Section 35;

Thence Easterly along the north section lines of Section's 35 and 38 to the Northeast Corner of Section 36 of said township and range;

Thence Southerly along the range line to the Southeast Corner of Section 36, Township 8 North, Range 1 West, being the Northwest Corner of Section 8, Township 7 North, Range 1 East;

Thence Easterly along the north section line to the Northeast Corner of said Section 8; Thence Southerly along the east section line to the East Quarter Corner of said Section 6, being the West Quarter Corner of Section 5 of said township and range;

Thence Easterly along quarter section line to the East Quarter Corner of said Section 5; Thence Southerly along the east section line to the Southeast Corner of said Section 5, being the Northwest Corner of Section 9 of said township and range;

Thence Easterly along the north section line to the Northeast Corner of said Section 9; Thence Southerly along the east section line to the Southeast Corner of said Section 9, being the Northwest Corner of Section 15 of said township and range;

Thence Easterly along the north section line to the Northeast Corner of said Section 15; Thence Southerly along the east section line to the Southeast Corner of said Section 15, being the Northwest Corner of Section 23 of said township and range;

Thence Easterly along the north section lines of Section's 23 and 24 to the Northeast Corner of Section 24 of said township and range;

Thence Southerly along the range line to the Southeast Corner of Section 24, Township 7 North, Range 1 East, being the Northwest Corner of Section 30, Township 7 North, Range 2 East;

Thence Easterly along the north section line to the Northeast Corner of said Section 30; Thence Southerly along the east section line to the Southeast Corner of said Section 30; Thence Easterly along the north section line the Northeast Corner of Section 32 of said township and range;

Thence Southerly along the east section line to the Southeast Corner of Section 32 of Township 7 North, Range 2 East, being the Northwest Corner of Section 4, Township 8 North, Range 2 East;

Thence Easterly along the north section line to the Northeast Corner of Section 4, Township 6 North, Range 2 East;

Thence Southerly along the east section line to the Southeast Corner of said Section 4, Township 6 North, Range 2 East;

E# 14 13086 BK18 11 P62788

Thence Easterly along the north section line of Section's 10 and 11 to the Northeast Corner of Section 11 of said township and range;  
Thence Southerly along the east section line of Section's 11, 14, 23 and 26 to the Southeast Corner of Section 26 of said township and range;  
Thence Westerly along the south section line of Section's 26, 27, 28 and 29 to the Southwest Corner of Section 29, being the Northeast Corner of Section 31 of said township and range;  
Thence Southerly along the east section line to the Southeast Corner of said Section 31;  
Thence Westerly along the township line to the Southwest Corner of Section 31, Township 6 North, Range 2 East, being the Southeast Corner of Section 36, Township 6 North, Range 1 East;  
Thence Westerly along township line to the South Quarter Corner of Section 36, Township 6 North, Range 1 East, being the North Quarter Corner of Section 1, Township 5 North, Range 1 East;  
Thence Southerly along the quarter section line of Section's 1, 12, 13 and 24 to the South Quarter Corner of Section 24 of said township and range;  
Thence Westerly along the south section line of Section's 24 and 23 to the East Sixteenth Corner between Section's 23 and 26, said corner being the Southwest Corner of the East Half of the East Half of Section 23 of said township and range;  
Thence Northerly along the sixteenth section line to the Center-Center East Sixteenth Corner of said Section 23, said corner being the southeast corner of the southwest quarter of the northeast quarter of said section 23;  
Thence Westerly along quarter section line to the Center Quarter Corner (center of section) of said Section 23;  
Thence Northerly along the quarter section lines of Section's 23 and 14 of said township and range to the Center-Center South Sixteenth Corner of Section 14 of said township and range, said corner being the southeast corner of the northeast quarter of the southwest quarter of said section 14;  
Thence Westerly along the sixteenth section line to the South Sixteenth Corner between Section's 14 and 15 of said township and range, being the Southwest Corner of the Northwest Quarter of the Southwest Quarter of said Section 14;  
Thence Northerly along the west section line to the Northwest Corner of said Section 14, being the Southeast Corner of Section 10 of said township and range;  
Thence Westerly along the south section line of Section's 10 and 9 to the Southwest Corner of Section 9 of said township and range;  
Thence Northerly along the west section line to the Northwest Corner of said Section 9, being the Southeast Corner of Section 5, Township 5 North, Range 1 East;  
Thence Westerly along the south section line of said Section 5 to the point of beginning.

# 1413086 BK1811 PG2789



**Application for Assessment and Taxation of Agricultural Land**  
UCA 59-2-501 to 515



"W2533204"

E# 2533204 PG 1 OF 2  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
07-JUL-11 823 AM FEE \$13.00 DEP TDT  
REC FOR: BARRY MCKAY TRUST

Account Number: 1779

Change Date: 18-MAY-11

**Owner and Lessee Information**

Owner's Name: BARRY & ELAINE MCKAY TRUST  
Mailing Address: 1385 RIDGEWOOD LN  
City, State: BOUNTIFUL UT Zip: 84010

Lessee's Name: N/A  
Mailing Address: \_\_\_\_\_  
City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Property Information**

Total Acres: 5.53  
Serial Numbers: 21048002 N/A  
Legal Description: SEE ATTACHED

**Certification**

**Read the following and sign below. Signature(s) must be notarized.**

I certify: (1) THE FACTS SET FORTH IN THIS APPLICATION ARE TRUE. (2) The agricultural land covered by this application constitutes no less than five contiguous acres exclusive of homesite and other non-agricultural acreage (see Utah Code 59-2-503 for waiver). (3) The land is currently devoted to agricultural use and has been devoted for two successive years immediately preceding the tax year for which valuation under this act is requested. (4) The land produces in excess of 50 percent of the average agricultural production per acre for the given type of land and the given county or area. (5) I am fully aware of the five-year rollback tax provision which becomes effective upon a change in use or other withdrawal of all or part of the eligible land. I understand that the rollback tax is a lien on the property until paid and that the application constitutes consent to audit and review. I understand that I must notify the county assessor of a change in land use to any non-qualifying use, and that a penalty of the greater of \$10 or 2 percent of the computed rollback tax due for the last year will be imposed on failure to notify the assessor within 120 days after change in use.



Date Subscribed and Sworn 6-29-11

Laura Hatch  
Notary Signature  
X

County Assessor Signature Angela Hill Date 7-6-11

Owner \_\_\_\_\_ Date 6-29-11  
X Barry D. McKay co-trustee  
Owner \_\_\_\_\_ Date 6/29/11  
X Elaine D McKay co-trustee  
Owner \_\_\_\_\_ Date \_\_\_\_\_  
X \_\_\_\_\_  
Owner \_\_\_\_\_ Date \_\_\_\_\_  
X \_\_\_\_\_  
Owner \_\_\_\_\_ Date \_\_\_\_\_  
X \_\_\_\_\_

Account 1779

Serial Number: 210480024

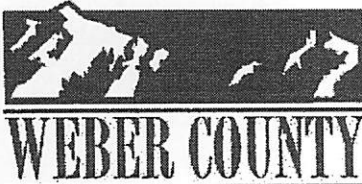
Acres: 5.53

Desc Chg: 18-MAY-11

11 ALL OF LOT 6, MIDDLE FORK RANCHES, WEBER COUNTY, UTAH.  
12 EXCEPTING THEREFROM THE FOLLOWING: PART OF LOT 6, MIDDLE  
13 FORK RANCHES SUBDIVISION IN WEBER COUNTY, UTAH, TO BE COMBINED  
14 WITH LOT 7 MIDDLE FORK RANCHES SUBDIVISION IN WEBER COUNTY,  
15 UTAH: BEGINNING AT THE SOUTHEAST CORNER OF LOT 6 AND RUNNING  
16 THENCE ALONG THE SOUTH LINE OF LOT 6, 233 FEET, MORE OR LESS  
17 TO A POINT ON THE SOUTH LINE OF LOT 6, 70 FEET EAST OF THE CUL  
18 DE SAC, THENCE NORTH 5D05'57" WEST 28.12 FEET, THENCE NORTH  
19 87D33'32" EAST 233.95 FEET, MORE OR LESS TO THE POINT OF  
20 BEGINNING, LOCATED IN TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT  
21 LAKE BASE & MERIDIAN, US SURVEY, WEBER COUNTY UTAH, ACCORDING  
22 TO THE OFFICIAL PLAT THEREOF. CONTAINS 3049 SQUARE FEET OR  
23 0.07 ACRE.

24

25 [NOTE: BECAUSE THE DESCRIPTION OF RECORD DID NOT CONTAIN  
26 AN AREA FOR THIS PARCEL THE AREA FOR THIS PARCEL WAS  
27 CALCULATED BY THIS OFFICE FOR TAX PURPOSES.]



**Application for Assessment and Taxation of Agricultural Land**  
UCA 59-2-501 to 515



\*W2564101\*

E# 2564101 PG 1 OF 2  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
27-FEB-12 433 PM FEE \$12.00 DEP YDT  
REC FOR: CHRISTINE J BROWN

Account Number: 3406

Change Date: 17-NOV-11

**Owner and Lessee Information**

Owner's Name: BROWN, CHRISTINE J  
Mailing Address: 1477 N 7425 E  
City, State: HUNTSVILLE UT Zip: 843179658

Lessee's Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Property Information**

Total Acres: 5 *MP* *MP*  
Serial Numbers: 210480022 210480023

Legal Description: SEE ATTACHED

**Certification**

**Read the following and sign below. Signature(s) must be notarized.**

I certify: (1) THE FACTS SET FORTH IN THIS APPLICATION ARE TRUE. (2) The agricultural land covered by this application constitutes no less than five contiguous acres exclusive of homesite and other non-agricultural acreage (see Utah Code 59-2-503 for waiver). (3) The land is currently devoted to agricultural use and has been devoted for two successive years immediately preceding the tax year for which valuation under this act is requested. (4) The land produces in excess of 50 percent of the average agricultural production per acre for the given type of land and the given county or area. (5) I am fully aware of the five-year rollback tax provision which becomes effective upon a change in use or other withdrawal of all or part of the eligible land. I understand that the rollback tax is a lien on the property until paid and that the application constitutes consent to audit and review. I understand that I must notify the county assessor of a change in land use to any non-qualifying use, and that a penalty of the greater of \$10 or 2 percent of the computed rollback tax due for the last year will be imposed on failure to notify the assessor within 120 days after change in use.



Date Subscribed and Sworn

*2-27-12*

Notary Signature

X *Angela L Hill*

County Assessor Signature

X *Angela L Hill*

Date

*2-27-12*

Owner

X *Christine J Brown*

Date

*Feb. 27, 2012*

Owner

X

Date

Owner

X

Date

Owner

X

Date

Owner

X

Date

Owner

X

Date

**Account 3406****Serial Number: 210480022      Acres: 5.18      Desc Chg: 23-NOV-10**

11      ALL OF LOT 7, MIDDLE FORK RANCHES, WEBER COUNTY, UTAH.

**Serial Number: 210480023      Acres: .07      Desc Chg: 18-MAY-11**

11      PART OF LOT 6, MIDDLE FORK RANCHES SUBDIVISION IN WEBER  
12      COUNTY, UTAH, TO BE COMBINED WITH LOT 7 MIDDLE FORK RANCHES  
13      SUBDIVISION IN WEBER COUNTY, UTAH: BEGINNING AT THE SOUTHEAST  
14      CORNER OF LOT 6 AND RUNNING THENCE ALONG THE SOUTH LINE OF LOT  
15      6, 233 FEET, MORE OR LESS TO A POINT ON THE SOUTH LINE OF LOT  
16      8, 70 FEET EAST OF THE CUL DE SAC, THENCE NORTH 5D05'57" WEST  
17      28.12 FEET, THENCE NORTH 87D33'32" EAST 233.95 FEET, MORE OR  
18      LESS TO THE POINT OF BEGINNING, LOCATED IN TOWNSHIP 6 NORTH,  
19      RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, US SURVEY, WEBER  
20      COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF. CONTAINS  
21      3049 SQUARE FEET OR 0.07 ACRE.





"W2610456"

EH 2610456 PG 1 OF 2  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
13-DEC-12 1038 AM FEE \$.00 DEP SPY  
REC FOR: WEBER COUNTY CLERK/AUDITOR

**RESOLUTION NO. 27-201**

**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**

**WHEREAS**, the Board of County Commissioners (the "Board") of Weber County, Utah (the "County"), has determined that, pursuant to the provisions of Title 17-34, Municipal-Type Services to Unincorporated Areas, and Title 17-36, Uniform Fiscal Procedures Act for Counties, Utah Code Annotated, 1953, as amended, (together, the "Acts"), that the Board will levy a tax for the purpose of providing essential services to County residents and businesses who reside in the unincorporated areas of the County, (which services are not provided to residents of incorporated cities and towns), and which services shall be paid for only by the residents and businesses of the unincorporated areas of the County; and

**WHEREAS**, the tax on all properties in the unincorporated area is for the purpose of providing additional funding for various services that are provided by the County, which services may include extended law enforcement, planning and zoning, animal control, road maintenance, weed control, general administration services, and any other services the Board may be required to provide for the necessity, safety, and convenience of the residents and businesses who reside in the unincorporated areas of the County; and

**NOW, THEREFORE**, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY, UTAH AS FOLLOWS:

Section 1. The tax levy shall apply to all areas within the unincorporated areas of the County, and shall not include any areas that are included within the boundaries of any incorporated city or town. The levy area shall be adjusted from time to time due to annexations and de-annexations to and from municipal entities.

Section 2. The services that will be provided to the residents and businesses who reside in the unincorporated area of the County shall include extended law enforcement, planning and zoning, animal control, road maintenance, weed control, general administration services, and any other services the Board may be required to provide to the residents and businesses who reside in the unincorporated areas of the County.

Section 3. The County will continue to separately budget and account for all revenues and expenditures related to the municipal services in a special revenue fund, separate from the County's General Fund, as required by Section 17-34-5 and Section 17-36-9 of the Acts.

Section 4. The Board intends to levy a tax, beginning with calendar year 2013, on all properties within the unincorporated area of the County at the same time and in the same manner as other taxes of the County are levied, pursuant to Section 17-34-5(2)(d) of the Acts. Revenues generated from said property tax will be used only to pay for the services that are provided to unincorporated areas.

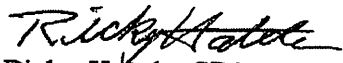
RESOLVED this 11<sup>th</sup> day of December 2012.

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By   
Craig L. Dearden, Chair

Commissioner Dearden voted aye  
Commissioner Gibson voted aye  
Commissioner Zogmaister voted aye

ATTEST:

  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

SECOND DISTRICT COURT - OGDEN  
WEBER COUNTY, STATE OF UTAH

APPEALED: CASE #20130247

TROY GREEN vs. CHRISTINE BROWN

CASE NUMBER 100907978 Property Rights

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CURRENT ASSIGNED JUDGE

JOSEPH BEAN

PARTIES

Plaintiff - TROY GREEN

Represented by: ZANE S FROERER

Plaintiff - VICTORIA GREEN

Represented by: ZANE S FROERER

Defendant - CHRISTINE BROWN

Represented by: BRUCE R BAIRD

Third Pty Cmplainant - CHRISTINE BROWN

Third Pty Defendant - WEBER COUNTY - DISMISSED

Third Pty Defendant - WEBER COUNTY BOARD OF ADJUSTME -  
DISMISSED

Third Pty Defendant - TROY GREEN

Third Pty Defendant - VICTORIA GREEN

ACCOUNT SUMMARY

TOTAL REVENUE	Amount Due:	822.56
	Amount Paid:	822.56
	Credit:	0.00
	Balance:	0.00

BAIL/CASH BONDS	Posted:	8,100.00
	Forfeited:	0.00
	Refunded:	300.00
	Balance:	7,800.00

TRUST TOTALS	Trust Due:	310.00
	Amount Paid:	310.00
	Credit:	0.00
	Trust Balance Due:	0.00
	Balance Payable:	0.00

REVENUE DETAIL - TYPE: COMPLAINT - NO AMT S	Amount Due:	360.00
	Amount Paid:	360.00

Amount Credit:	0.00
Balance:	0.00
REVENUE DETAIL - TYPE: AUDIO TAPE COPY	
Amount Due:	10.00
Amount Paid:	10.00
Amount Credit:	0.00
Balance:	0.00
REVENUE DETAIL - TYPE: POSTAGE-COPIES	
Amount Due:	1.56
Amount Paid:	1.56
Amount Credit:	0.00
Balance:	0.00
REVENUE DETAIL - TYPE: AUDIO TAPE COPY	
Amount Due:	10.00
Amount Paid:	10.00
Amount Credit:	0.00
Balance:	0.00
REVENUE DETAIL - TYPE: COPY FEE	
Amount Due:	1.25
Amount Paid:	1.25
Amount Credit:	0.00
Balance:	0.00
REVENUE DETAIL - TYPE: AUDIO TAPE COPY	
Amount Due:	10.00
Amount Paid:	10.00
Amount Credit:	0.00
Balance:	0.00
REVENUE DETAIL - TYPE: POSTAGE-COPIES	
Amount Due:	1.56
Amount Paid:	1.56
Amount Credit:	0.00
Balance:	0.00
REVENUE DETAIL - TYPE: COUNTER 10K-MORE	
Amount Due:	155.00
Amount Paid:	155.00
Amount Credit:	0.00
Balance:	0.00
REVENUE DETAIL - TYPE: AUDIO TAPE COPY	
Amount Due:	10.00

Amount Paid: 10.00  
Amount Credit: 0.00  
Balance: 0.00

REVENUE DETAIL - TYPE: COPY FEE

Original Amount Due: 25.50  
Amended Amount Due: 15.50  
Amount Paid: 15.50  
Amount Credit: 0.00  
Balance: 0.00

Account Adjustments

Date	Amount	Reason
May 29, 2012	-10.00	Adjustment down due to Account Transfer.

REVENUE DETAIL - TYPE: AUDIO TAPE COPY

Amount Due: 10.00  
Amount Paid: 10.00  
Amount Credit: 0.00  
Balance: 0.00

REVENUE DETAIL - TYPE: POSTAGE-COPIES

Amount Due: 2.19  
Amount Paid: 2.19  
Amount Credit: 0.00  
Balance: 0.00

REVENUE DETAIL - TYPE: APPEAL

Amount Due: 225.00  
Amount Paid: 225.00  
Amount Credit: 0.00  
Balance: 0.00

REVENUE DETAIL - TYPE: COPY FEE

Amount Due: 0.50  
Amount Paid: 0.50  
Amount Credit: 0.00  
Balance: 0.00

REVENUE DETAIL - TYPE: AUDIO TAPE COPY

Amount Due: 10.00  
Amount Paid: 10.00  
Amount Credit: 0.00  
Balance: 0.00

BAIL/CASH BOND DETAIL - TYPE: CASH BOND: Civil, Misc.

Posted By: TROY GREEN  
Posted: 7,500.00  
Forfeited: 0.00  
Refunded: 0.00  
Balance: 7,500.00

BAIL/CASH BOND DETAIL - TYPE: CASH BOND: Civil, Misc.

Posted By: BRUCE R BAIRD  
Posted: 300.00  
Forfeited: 0.00  
Refunded: 0.00  
Balance: 300.00

BAIL/CASH BOND DETAIL - TYPE: CASH BOND: Civil, Misc.

Posted By: MILLER GUYMON  
Posted: 300.00  
Forfeited: 0.00  
Refunded: 300.00  
Balance: 0.00

TRUST DETAIL

Trust Description: Bail/Bond Refund  
Recipient: MILLER GUYMON  
Amount Due: 300.00  
Paid In: 300.00  
Paid Out: 300.00

TRUST DETAIL

Trust Description: Other Trust  
Recipient: MICHELLE L ALLISON  
Amount Due: 10.00  
Paid In: 10.00  
Paid Out: 10.00

CASE NOTE

PROCEEDINGS

- 10-15-10 Filed: Affidavit of Troy Green in Support of Motion for Preliminary Injunction
- 10-15-10 Filed: Affidavit of Troy Green Certifying Efforts to Give Notice to the Defendant Christine Brown
- 10-15-10 Filed: Affidavit of Jed Slama in Support of Motion for Preliminary Injunction

10-15-10 Filed: Affidavit of Dean L. Carlsen  
10-15-10 Filed: Affidavit of Victoria Green in Support of Motion for Preliminary Injunction  
10-15-10 Filed: Affidavit of Zane B. Froerer in Support of Motion for Preliminary Injunction  
10-15-10 Filed: Motion for Temporary Restraining Order, Preliminary Injunction and Permanent Injunction  
Filed by: FROERER, ZANE S  
10-15-10 Filed: Memorandum in Support of Motion for Temporary Restraining Order, Preliminary Injunction, and Permanent Injunction  
10-15-10 Judge SCOTT M HADLEY assigned.  
10-15-10 Filed: Complaint  
10-15-10 Fee Account created                      Total Due:                      360.00  
10-15-10 COMPLAINT - NO AMT S              Payment Received:                      360.00  
                    Note: Code Description: COMPLAINT - NO AMT S  
10-15-10 Filed: Complaint  
10-18-10 TEMP RESTRAIN ORDER scheduled on October 18, 2010 at 04:00 PM  
                    in 3rd Floor Southwest with Judge HADLEY.  
10-18-10 Minute Entry - Minutes for Temp Restrain Order  
                    Judge:      SCOTT M HADLEY  
                    Clerk:      lauries  
                    TELEPHONE CONFERENCE  
                    PRESENT  
                    Plaintiff's Attorney(s): ZANE S FROERER  
                    Defendant's Attorney(s): DARIN HAMMOND  
                    Audio  
                    Tape Number:      3D101810      Tape Count: 4:02-4:31

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HEARING

This hearing is brought at the Court's direction to address the plaintiff's request for a temporary restraining order. Zane Froerer is present by telephone representing the plaintiffs. Darin Hammond is present by telephone representing the defendant.

Respective parties present their position.

Temporary restraining order is not signed today. Hearing is set

for 10/27/10 at 10:00 a.m. to determine whether the preliminary injunction should issue.

Any responsive pleadings from Mr. Hammond should be filed and served by noon on 10/25/10, with a courtesy copy to the Court.

PRELIM INJUNCTION is scheduled.

Date: 10/27/2010

Time: 10:00 a.m.

Location: 3rd Floor Southwest  
Second District Court  
2525 Grant Avenue  
Ogden, UT 84401

Before Judge: SCOTT M HADLEY

10-18-10 PRELIM INJUNCTION scheduled on October 27, 2010 at 10:00 AM in 3rd Floor Southwest with Judge HADLEY.

10-22-10 Filed return: Return on Subpoena Duces Tecum

Party Served: Hubbard, Andy  
Service Type: Personal  
Service Date: October 19, 2010

10-22-10 Filed return: Return on Summons

Party Served: BROWN, CHRISTINE  
Service Type: Personal  
Service Date: October 17, 2010

10-25-10 Filed: Memorandum in Opposition to Motion for Temporary Restraining Order and Preliminary Injunction

10-25-10 Filed: Affidavit of Christine Brown

10-26-10 Filed: Reply to Memorandum in Opposition to Motion for Preliminary Injunction

10-26-10 Filed: Ex Parte Motion for Leave to File Over-Length Memorandum  
Filed by: FROERER, ZANE S

10-27-10 Filed: CERTIFICATE OF SERVICE (REPLY TO MEMORANDUM IN OPPOSITION TO MOTION FOR PRELIMINARY INJUNCTION)

10-27-10 Filed: CERTIFICATE OF SERVICE (PLAINTIFF'S TRIAL EXHIBIT BOOK FOR TRIAL OCTOBER 27, 2010)

10-27-10 Filed: Unsigned - Temporary Restraining Order

10-27-10 Minute Entry - Minutes for EVIDENTIARY HEARING

Judge: SCOTT M HADLEY  
Clerk: debbieg  
PRESENT

Plaintiff(s): VICTORIA GREEN



TROY GREEN

Defendant(s): CHRISTINE BROWN

Plaintiff's Attorney(s): ZANE S FROERER

Defendant's Attorney(s): M. DARIN HAMMOND

Audio

Tape Number: 3D102710 Tape Count: 10:13-12:44

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HEARING

This is time set for an evidentiary hearing on a preliminary injunction filed by the plaintiffs. Plaintiffs are present and represented by Zane Froerer. Defendant is present and is represented by Darin Hammond.

COUNT: 10:14

Opening statements given by Mr. Froerer.

COUNT: 10:33

Opening statements given by Mr. Hammond.

Discussion held between counsel and the Court. Mr. Froerer does not wish to present testimony at this time. Mr. Hammond request to place his client under oath for short testimony.

COUNT: 11:23

Defendant's witness 1, Christine Brown, is sworn and testifies.

COUNT: 11:28

Mr. Hammond offers exhibit D11. Court receives D11.

COUNT: 11:29

Mr. Hammond offers exhibits D8 and D9. Discussion held as to both exhibits. Court receives both.

COUNT: 11:35

Mr. Froerer conducts cross examination.

COUNT: 11:44

Court questions Mr. Hammond concerning exhibit D8.

COUNT: 11:51

Defendant's witness 2, Andy Hubbard, is sworn and testifies.

COUNT: 11:54

Zane Froerer voir dices the witness.

COUNT: 11:59

Court voir dices the witness.

COUNT: 12:02

Mr. Hammond continues direct examination of witness.

COUNT: 12:05

Mr. Froerer conducts cross examination.

COUNT: 12:10

Court questions the witness.

COUNT: 12:12

Closing arguments given by plaintiff's counsel, Mr. Froerer.

COUNT: 12:24

Closing arguments given by plaintiff's counsel, Mr. Hammond.

COUNT: 12:31

Rebuttal closing given by Mr. Froerer.

COUNT: 12:36

The Court finds there is a substantial likelihood that the plaintiff's will prevail based on the arguments and evidence on this issue.

The county ordinances and subsequent moving of the boundary line does not affect this issue. The Court instructs the parties that this is not a final ruling and does not want the parties or the county to rely on this ruling.

Next, the Court finds the plaintiffs have shown irreparable harm and will allow the bare minimum access to the property pending this lawsuit and orders the plaintiffs post a bond of \$7,500.

Mr. Froerer shall prepare an Order of Preliminary Injunction consistent with the Court's ruling.

Total time 2 hours 32 minutes.

10-28-10 Bond Account created	Total Due:	7500.00
10-28-10 Bond Posted	Payment Received:	7,500.00
10-29-10 Filed: EXHIBIT TRACKING RECORD		
11-02-10 Fee Account created	Total Due:	10.00
11-02-10 Fee Account created	Total Due:	1.56
11-02-10 AUDIO TAPE COPY	Payment Received:	10.00
Note: POSTAGE-COPIES, Mail Payment;		
11-02-10 POSTAGE-COPIES	Payment Received:	1.56
11-03-10 Filed: Notice to Defendant of Plaintiffs' Security Bond		
11-08-10 Note: Windows Media Digital CD of 10/27/10 hearing was copied for Angie Stevenson. Notified Ms. Stevenson that CD will be mailed today. Placed CD in mail.		
11-09-10 Filed: Answer to Complaint		

CHRISTINE BROWN

11-09-10 Note: received Order on Preliminary Injunction  
11-15-10 Note: sent Order on Preliminary Injunction to SMH  
11-16-10 Note: Order to judgment desk for entry  
11-17-10 Filed order: Order on Preliminary Injunction  
          Judge SCOTT M HADLEY  
          Signed November 15, 2010  
11-18-10 Fee Account created           Total Due:           10.00  
11-18-10 AUDIO TAPE COPY           Payment Received:           10.00  
11-24-10 Note: Windows Media Digital CD of 10/27/10 hearing was copied  
          of Zane Froerer. Notified Zane Froerer's office by voice  
          mail that CD is ready for pickup. Placed Cd in pickup  
          gasket in clerks' office.  
12-14-10 Filed: Certificate of Service for Plaintiff's Rule 26(a)(1)  
          Initial Disclosures  
01-11-11 Filed return: Subpoena Duces Tecum  
          Party Served: JEAN BABALIS  
          Service Type: Personal  
          Service Date: January 06, 2011  
01-18-11 Filed return: Subpoena Duces Tecum  
          Party Served: BARRY MCKAY  
          Service Type: Personal  
          Service Date: January 15, 2011  
01-24-11 Filed: Stipulated Discovery Plan  
01-24-11 Note: received Scheduling Order  
01-26-11 Note: sent Scheduling Order, Stipulated Discovery Plan to SMH  
01-27-11 Note: Order to case flow manager for entry  
01-28-11 Filed: SCHEDULING ORDER  
          Judge SCOTT M HADLEY  
          Signed January 27, 2011  
02-09-11 Filed: Certificate of Service of Plaintiff's First Set of  
          Interrogatories  
02-09-11 Filed: Certificate of Service of Plaintiff's First Set of  
          Requests for Production of Documents  
03-18-11 Filed: SUBSTITUTION OF COUNSEL (BRUCE R. BAIRD)  
03-21-11 Filed: Certificate of Service of Discovery Defendant's First  
          Set of Request for Production of Documents and First  
          Interrogatory to Plaintiffs

03-24-11 Filed: Certificate of Service of Discovery Defendant's Responses to Plaintiff's First Set of Requests for Production of Documents and First Set of Interrogatories

04-04-11 Fee Account created Total Due: 1.25

04-04-11 COPY FEE Payment Received: 1.25

04-08-11 Filed: Defendant's Motion to Treat an Affirmative Defense as a Counterclaim and for Leave to file "Omitted Counterclaims"  
Filed by: BAIRD, BRUCE R

04-08-11 Filed: Plaintiff's Motion for Partial Summary Judgment  
Filed by: BAIRD, BRUCE R

04-11-11 Fee Account created Total Due: 10.00

04-11-11 Fee Account created Total Due: 1.56

04-11-11 AUDIO TAPE COPY Payment Received: 10.00

Note: POSTAGE-COPIES

04-11-11 POSTAGE-COPIES Payment Received: 1.56

04-12-11 Note: spoke to Mr. Baird to let him know that the certificate of mailing on the Memorandum in Support of Motion to Treat An Affirmative Defense as a Counterclaim and for Leave to file "Omitted Counterclaims" wasn't filled out. He instructed it be sent

04-12-11 Note: back to him and he would take care of it. Sent back above document.

04-12-11 Note: spoke to Mr. Baird again he doesn't have exhibits marked. Just yellow sticky that covers printing. He said to send back the Memorandum in Support of Defendant's Motion for Partial Summary Judgment and he will fix it. Sent back above document.

04-19-11 Filed: Memorandum in Support of Defendant's Motion for Partial Summary Judgment -Oral Argument Requested

04-19-11 Filed: Memorandum in Support of Defendant's Motion to Treat an Affirmative Defense as a Counterclaim and for Leave to File "Omitted Counterclaims"

04-19-11 Note: Windows Media Digital CD of 10/27/2010 hearing was copied for Christine Brown. Mailed CD to Christine Brown.

04-21-11 Filed: Certificate of Service for Plaintiffs' Response to Defendant's First Set of Requests for Production and First Interrogatory

04-25-11 Filed: Memorandum in Opposition of Motion for Summary Judgment

04-25-11 Filed: Memorandum in Opposition of Motion to Treat an

Affirmative Defense as a Counterclaim and for Leave to file  
"Omitted Counterclaims"

04-25-11 Filed: Memorandum in Opposition of Motion for Partial Summary  
Judgment

04-28-11 Filed: NOTICE OF DEPOSITIONS

05-06-11 Filed: Request to Submit for Decision: Defendant's Motion for  
Partial Summary Judgment and Defendant's Motion to Treat an  
Affirmative Defense as a Counterclaim and for Leave to File  
"Omitted Counterclaims"

05-06-11 Filed: Reply Memorandum in Support of Defendant's Motion to  
Treat an Affirmative Defense as a Counterclaim and for Leave to  
File "Omitted Counterclaims"

05-06-11 Filed: Reply Memorandum in Support of Defendant's Motion for  
Partial Summary Judgment

05-09-11 Note: sent Request to Submit for Decision: Defendant's Motion  
for Partial Summary Judgment and Defendant's Motion to  
Treat an Affirmative Defense as a Counterclaim and for  
Leave to File "Omitted Counterclaims", plus supporting  
paperwork to SMH

05-11-11 Filed: Notice of Continuance

05-11-11 Filed: Notice of Continuance

05-11-11 Filed: Notice of Continuance

05-13-11 Filed order: Notice of ADR Stay

Judge SCOTT M HADLEY

Signed May 13, 2011

05-13-11 Stay begins: May 13, 2011 Reason: Referral to Mediator

Note: ADR Stay

05-23-11 Filed: Notice of Deposition of Christine Brown

06-29-11 Filed: Memorandum in Support of Cross Motion for Partial  
Summary Judgment

06-29-11 Filed: Cross Motion for Partial Summary Judgment

Filed by: FROERER, ZANE S

06-29-11 Filed: Affidavit of Greg Hansen in Support of Motion for  
Partial Summary Judgment

06-29-11 Filed: Affidavit of Troy Green in Support of Motion for Partial  
Summary Judgment

06-29-11 Filed: Notice of Expert Witness

07-07-11 Filed: Statement of Deferral of ADR Program

Stay ends: July 08, 2011

07-28-11 Filed: Memorandum in Opposition to Plaintiff's Cross-Motion for Partial Summary Judgment

07-29-11 Filed: Notice of Correction to Memorandum

08-02-11 Filed: Supplemental Memorandum in Opposition to Plaintiffs' Cross-Motion for Partial Summary Judgment

08-08-11 Filed: Motion to Strike Declaration of John Emmett Ostberg  
Filed by: FROERER, ZANE S

08-08-11 Filed: Plaintiff's Reply to Defendant's Memorandum in Opposition to Plaintiffs' Cross-Motion for Partial Summary Judgment

08-31-11 Filed: Request to Submit (Hearing Previously Requested on Related Motion)

09-01-11 Note: sent Request to Submit (Hearing Previously Requested on Related Motion) to SMH

09-19-11 Notice - NOTICE for Case 100907978 ID 14034178  
ORAL ARGUMENT is scheduled.

Date: 10/11/2011

Time: 03:00 p.m.

Location: 3rd Floor Southwest  
Second District Court  
2525 Grant Avenue  
Ogden, UT 84401

Before Judge: SCOTT M HADLEY

ORAL ARGUMENT ON:

DEFENDANT'S MOTION FOR LEAVE

DEFENDANT'S MOTION FOR PARTIAL SUMMARY JUDGMENT

PLAINTIFF'S CROSS MOTION FOR PARTIAL SUMMARY JUDGMENT

PLAINTIFF'S MOTION TO STRIKE

09-19-11 ORAL ARGUMENT scheduled on October 11, 2011 at 03:00 PM in 3rd Floor Southwest with Judge HADLEY.

09-19-11 Filed: Notice of Oral Argument

10-11-11 Minute Entry - Minutes for TELEPHONE CONFERENCE

Judge: SCOTT M HADLEY

Clerk: lauries

TELEPHONE CONFERENCE

PRESENT

Plaintiff's Attorney(s): ZANE S FROERER

Defendant's Attorney(s): BRUCE R BAIRD

Audio

Tape Number: 3D101111 Tape Count: 3:24-3:39

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HEARING

Time set for telephone conference.

Court advises counsel of potential conflict.

Counsel will speak with their clients and notify the court of their positions.

The Court will then make a decision on recusal.

OFF RECORD:

Mr. Froerer's office called and indicated Troy Green waives all rights to object to Judge Hadley's recusal.

Mr. Baird called and ask that Judge Hadley recuse himself.

10-11-11 Judge MICHAEL D. LYON assigned.

10-12-11 Filed order: Order of Recusal

Judge SCOTT M HADLEY

Signed October 12, 2011

10-12-11 Note: Recusal/paperwork to MDL's clerk

10-13-11 Note: FILE/ PAPERWORK TO MDL

10-21-11 ORAL ARGUMENT scheduled on December 08, 2011 at 10:30 AM in 4th Floor Southwest with Judge LYON.

10-21-11 Notice - NOTICE for Case 100907978 ID 14103512

ORAL ARGUMENT is scheduled.

Date: 12/08/2011

Time: 10:30 a.m.

Location: 4th Floor Southwest

Second District Court

2525 Grant Avenue

Ogden, UT 84401

Before Judge: MICHAEL D LYON

10-21-11 Filed: Notice of Oral Argument

11-29-11 Note: Case file in 30-Day Hold Box

12-08-11 Minute Entry - Minutes for ORAL ARGUMENT

Judge: MICHAEL D LYON

Clerk: daniellr

PRESENT

Plaintiff(s): TROY GREEN

VICTORIA GREEN

Defendant(s): CHRISTINE BROWN

Plaintiff's Attorney(s): ZANE S FROERER

Defendant's Attorney(s): BRUCE R BAIRD

Audio

Tape Number: 4D120811 Tape Count: 1030-1105

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HEARING

This is time set for oral arguments on defendant's motion for partial summary judgment and plaintiff's cross motion for partial summary judgment.

Court makes prefacing comments.

COUNT: 1039

Defense counsel presents arguments.

COUNT: 1046

Plaintiff's counsel presents arguments.

Court denies motion for summary judgment.

Court orders the parties to mediate the matter.

Court requests no further pleadings be filed.

Court will contact another Judge to see if they will be willing to mediate the matter.

12-16-11 Note: Judge Hyde has agreed to mediate the matter.

12-27-11 Notice - NOTICE for Case 100907978 ID 14231694

TELEPHONE CONFERENCE is scheduled.

Date: 01/17/2012

Time: 09:30 a.m.

Before Judge: NOEL S HYDE

Counsel or parties are requested to be in their respective offices at the time set for the telephone conference. The clerk will initiate the conference call.

COUNSEL: Please contact the clerk at 395-1151 to provide the telephone number where you may be contacted at the time on the above-scheduled date.

12-27-11 TELEPHONE CONFERENCE scheduled on January 17, 2012 at 09:30 AM



with Judge HYDE.

12-29-11 Filed: Notice of Telephone Conference

12-30-11 Note: Physical file is destroyed. File available in electronic format.

01-17-12 Minute Entry - Minutes for TELEPHONE CONFERENCE

Judge: NOEL S HYDE

Clerk: danellez

TELEPHONE CONFERENCE

PRESENT

Plaintiff's Attorney(s): ZANE S FROERER

Defendant's Attorney(s): BRUCE R BAIRD

Audio

Tape Number: 3C 011712 Tape Count: 9:36-9:42

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#### HEARING

Time set for a telephone conference.

Mediation is set for 1/26/2012 at 9:30 a.m. before Judge Hyde.

LAW AND MOTION is scheduled.

Date: 01/26/2012

Time: 09:00 a.m.

Before Judge: MICHAEL D LYON

#### MEDIATION.

Date: 01/26/2012

Time: 09:30 a.m.

Location: 3rd Floor Southeast  
Second District Court  
2525 Grant Avenue  
Ogden, UT 84401

Before Judge: NOEL S HYDE

01-17-12 LAW AND MOTION scheduled on January 26, 2012 at 09:00 AM with Judge LYON.

01-17-12 MEDIATION scheduled on January 26, 2012 at 09:30 AM in 3rd Floor Southeast with Judge HYDE.

01-26-12 Minute Entry - MEDIATION REPORT

Judge: NOEL S HYDE

A mediation conference was conducted on January 26, 2012. All parties and their counsel appeared and participated.

No resolution was reached.

Date: \_\_\_\_\_

\_\_\_\_\_  
Judge NOEL S HYDE

01-26-12 Filed order: Mediation Report

Judge NOEL S HYDE

Signed January 26, 2012

02-02-12 Filed: Request for Scheduling Conference

02-02-12 Filed: Motion for Entry of Findings of Fact and Conclusions of Law on the Issue of Plant Ambiguity

Filed by: FROERER, ZANE S

02-02-12 Filed: Memorandum in Support of Motion for Entry of Findings of Fact and Conclusions of Law on the Issue of Plat Ambiguity

02-03-12 Note: Notified ICC reg: receipt of Request for Scheduling Conference

02-07-12 Notice - NOTICE for Case 100907978 ID 14315201

SCHEDULING CONFERENCE is scheduled.

Date: 02/15/2012

Time: 08:45 a.m.

Before Judge: MICHAEL D LYON

Counsel or parties are requested to be in their respective offices at the time set for the telephone conference. The clerk will initiate the conference call.

These matters will be discussed: trial dates, discovery completion dates, jury or non-jury trial, trial length, dates for dispositive motions, dates for exchange of witness lists, nature and complexity of case, final pretrial date and settlement status.

02-07-12 SCHEDULING CONFERENCE scheduled on February 15, 2012 at 08:45 AM with Judge LYON.

02-07-12 Filed: Notice of Scheduling Conference

02-15-12 ORAL ARGUMENTS scheduled on April 12, 2012 at 10:30 AM in 4th Floor Southwest with Judge LYON.

02-15-12 Minute Entry - Minutes for SCHEDULING CONFERENCE

Judge: MICHAEL D LYON  
Clerk: daniellr  
TELEPHONE CONFERENCE  
PRESENT  
Plaintiff's Attorney(s): ZANE S FROERER  
Defendant's Attorney(s): BRUCE R BAIRD

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HEARING

Mediation was not successful.  
Oral arguments are set on 04/12/12 at 10:30 a.m.  
ORAL ARGUMENTS is scheduled.

Date: 04/12/2012  
Time: 10:30 a.m.  
Location: 4th Floor Southwest  
Second District Court  
2525 Grant Avenue  
Ogden, UT 84401

Before Judge: MICHAEL D LYON

03-06-12 Filed: Counterclaim

03-06-12 Fee Account created Total Due: 155.00

03-06-12 COUNTER 10K-MORE Payment Received: 155.00

Note: Code Description: COUNTER 10K-MORE, Mail Payment;

03-06-12 Filed: Memorandum in Opposition to Plaintiffs' Rule 52 Motion  
for Entry of Findings and Conclusions on Ambiguity

03-09-12 Filed: EXHIBIT 1

03-09-12 Filed: EXHIBIT 2

03-09-12 Filed: EXHIBIT 3

03-09-12 Filed: EXHIBIT 4

03-09-12 Filed: EXHIBIT 5

03-09-12 Filed: EXHIBIT 6

03-09-12 Filed: EXHIBIT 7

03-09-12 Filed: EXHIBIT 8

03-09-12 Filed: EXHIBIT CERTIFICATE OF SERVICE

03-09-12 Filed: MEMORANDUM ON JURISDICTION OF COURT TO REVIEW LAND USE  
DECISIONS OR ENFORCE LAND USE ORDINANCES

03-12-12 Filed: Reply to Defendant's Memorandum in Opposition to Rule 52  
Motion for Entry of Findings and Conclusions on Ambiguity

03-12-12 Filed: Defendant's Motion for Partial Summary Judgment on the  
Issue of Jurisdiction- Oral Argument Requested  
Filed by: BAIRD, BRUCE R

03-12-12 Filed: Memorandum in Support of Defendant's Motion for Partial  
Summary Judgment on the Issue of Jurisdiction- Oral Argument  
Requested

03-13-12 Filed: Certificate of Service for Plaintiffs' Supplemental Rule  
26(a)(1) Disclosures

03-16-12 Filed: Reply to Counterclaim  
TROY GREEN  
VICTORIA GREEN

03-21-12 Filed: Supplemental Memorandum in Opposition to Plaintiffs'  
Rule 52 Motion for Entry of Findings and Conclusions on  
Ambiguity

03-27-12 Filed: Affidavit of N. Benson Hatfield

03-27-12 Filed: Plaintiffs' Memorandum in Opposition to Motion for  
Summary Judgment on Jurisdiction and Response to Defendant's  
Brief on Jurisdiction

03-28-12 Filed: Memorandum in Opposition to Defendant's (Implied) Motion  
for Partial Summary Judgment on the issue of Jurisdiction

03-30-12 Filed: Memorandum in Response to Supplemental Memorandum in  
Opposition to Plaintiffs' Rule 52 Motion for Entry of Findings  
and Conclusions on Ambiguity

03-30-12 Filed: Motion to Dismiss Defendant's First Counter-Claim for  
Relief for Failure of Jurisdiction  
Filed by: FROERER, ZANE S

03-30-12 Filed: Request to Submit (Hearing Requested)

03-30-12 Fee Account created Total Due: 10.00

03-30-12 AUDIO TAPE COPY Payment Received: 10.00

04-02-12 Fee Account created Total Due: 25.50

04-02-12 COPY FEE Payment Received: 25.50

04-02-12 Note: NTS on Motion for Entry of Findings of Fact and  
Conclusions of Law on the Issue of Plat Ambiguity sent to  
MDL

04-02-12 Filed: MEMORANDUM IN REPLY TO DEFENDANT'S RESPONSE TO BRIEFING  
ON JURISDICTION

04-03-12 Filed: Reply Memorandum in Further Support of Defendant's Motion for Partial Summary Judgment on the Issue of Jurisdiction

04-05-12 Filed: Amended Reply to Counterclaim  
TROY GREEN  
VICTORIA GREEN

04-06-12 Filed: Motion to Strike Non-Rebuttal Portions of the Defendant's Reply  
Filed by: FROERER, ZANE S

04-06-12 Filed: Memorandum in Support of Motion to Strike Non-Rebuttal Portions of the Defendant's Reply

04-12-12 Minute Entry - Minutes for ORAL ARGUMENT

Judge: MICHAEL D LYON  
Clerk: roxanneb

PRESENT

Plaintiff's Attorney(s): ZANE S FROERER

Defendant's Attorney(s): BRUCE R BAIRD

Audio

Tape Number: 4D 041212 Tape Count: 10:28-10:49

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HEARING

Counsel is present.

The Court hears argument.

The Court grants the plaintiff's motion to dismiss defendant's cross claim for lack of jurisdiction.

The Court denies the defense's motion for summary judgment.

04-12-12 Note: Recording of 2/15/12 hearing from Froerer Ahlstrom, payor Michelle L Allison could not be made as it was not recorded. \$10.00 needs to be refunded to payor.

04-12-12 Note: Recording of 12/8/11 hearing made for Froerer and Ahlstrom, called and placed in atty box for pick up.

04-16-12 Note: Mr. Froerer will prepare the order from OA on 04/12/12.

05-09-12 Filed: Certificate of Service (Plaintiff's Second Supplemental Rule 26(a)(1) Disclosures)

05-16-12 Filed: Request to Submit (Order on Cross-Motion for Summary

Judgment on Jurisdiction to Review County Land Use Decision and Issue Declaratory Judgment)

05-17-12 Note: Left message with Heather re: missing order from OA on 04/12/12.

05-17-12 Note: Order on Cross-Motions to MDL

05-22-12 Filed order: Order on Cross-Motions for Summary Judgment on Jurisdiction to Review County Land Use Decision and Issue Declaratory Judgment

Judge MICHAEL D. LYON

Signed May 18, 2012

05-24-12 Trust Account created Total Due: 10.00

05-29-12 COPY FEE Transfer Out: -10.00

Note: Account Transfer From Fee - COPY FEE On 100907978 To Trust - Other Trust On 100907978; Hearing on 2/15/12 was not recorded. Refund payor \$10

05-29-12 Other Trust Transfer In: 10.00

06-01-12 Other Trust Check # 62110 Trust Payout: 10.00

07-27-12 Filed: Request for Rule 16 Conference on Consolidated Cases

07-30-12 Note: Request for Rule 16 Conference on Consolidated Cases to MDL ICC

07-31-12 Filed: Joint Motion and Stipulation to Consolidate Cases

Filed by: BAIRD, BRUCE R

08-02-12 Notice - NOTICE for Case 100907978 ID 14670624

TELEPHONE CONFERENCE is scheduled.

Date: 08/27/2012

Time: 08:30 a.m.

Location: 4th Floor Southwest  
Second District Court  
2525 Grant Avenue  
Ogden, UT 84401

Before Judge: MICHAEL D LYON

These matters will be discussed: trial dates, discovery completion dates, jury or non-jury trial, trial length, dates for dispositive motions, dates for exchange of witness lists, nature and complexity of case, final pretrial date and settlement status.

Counsel are requested to be in their respective offices at the time set for the telephone conference. The clerk will initiate the conference call.

08-02-12 TELEPHONE CONFERENCE scheduled on August 27, 2012 at 08:30 AM  
in 4th Floor Southwest with Judge LYON.

08-02-12 Filed: Notice of Telephone Conference

08-23-12 Filed order: Order Consolidating Cases

Judge MICHAEL D. LYON

Signed August 20, 2012

08-23-12 Note: Case #120903295 is consolidated into this case. All  
future pleadings to be filed in this case.

08-23-12 Bond Account created Total Due: 300.00

08-23-12 Bond Posted Payment Received: 300.00

08-23-12 Note: Bond transferred from case 120903295-paid by Bruce Baird

09-12-12 Notice - NOTICE for Case 100907978 ID 14753067

TELEPHONE CONFERENCE is scheduled.

Date: 09/25/2012

Time: 08:30 a.m.

Location: 4th Floor Southwest

Second District Court

2525 Grant Avenue

Ogden, UT 84401

Before Judge: MICHAEL D LYON

Counsel are requested to be in their respective offices at the time  
set for the telephone conference. The clerk will initiate the  
conference call.

These matters will be discussed: trial dates, discovery completion  
dates, trial length, dates for dispositive motions, dates for  
exchange of witness lists, nature and complexity of case, final  
pre-trial date and settlement status.

09-12-12 TELEPHONE CONFERENCE scheduled on September 25, 2012 at 08:30  
AM in 4th Floor Southwest with Judge LYON.

09-12-12 Filed: Notice of Telephone Conference

09-25-12 Minute Entry - Minutes for TELEPHONE CONFERENCE

Judge: MICHAEL D LYON

Clerk: debbieg

TELEPHONE CONFERENCE

PRESENT

Plaintiff's Attorney(s): ZANE S FROERER

Defendant's Attorney(s): BRUCE R BAIRD

Other Parties: CHRISTOPHER ALLRED

HEARING

Scheduling dates agreed upon with counsel.  
Court to prepare a case management order.

09-26-12 Filed: Case Management Order

Judge MICHAEL D. LYON

Signed September 26, 2012

09-26-12 ORAL ARGUMENTS scheduled on December 13, 2012 at 10:30 AM in  
4th Floor Southwest with Judge LYON.

10-10-12 Filed: Notice of Subpoena - Ben Toone

11-21-12 Filed: Motion for Summary Judgment on Christine Brown's  
Petition for Judicial Review

Filed by: FROERER, ZANE S

11-21-12 Filed: Memorandum in Support of Motion for Summary Judgment on  
Christine Brown's Petition for Judicial Review

11-21-12 Filed: Motion to Dismiss Petitioner's Petition for Review

Filed by: ALLRED, CHRISTOPHER F

11-21-12 Filed: Memorandum in Support of Motion to Dismiss Petitioner's  
Petition for Review

11-23-12 Filed: Motion for Partial Summary Judgment on the Issue of  
Timeliness

Filed by: BAIRD, BRUCE R

11-23-12 Filed: Memorandum in Support of Motion for Partial Summary  
Judgment on the Issue of Timeliness

11-26-12 Filed: Corrected Memorandum in Support of Motion for Summary  
Judgment on Christine Brown's Petition for Judicial Review

11-27-12 Note: Courtesy binder for oral arguments rec'd.

11-30-12 Filed: Response to Motion for Partial Summary Judgment on the  
Issue of Timeliness

12-03-12 Filed: Combined Memorandum in Opposition to Weber County's  
Motion to Dismiss Petitioner's Petition and in Opposition to  
Greens' Motion for Summary Judgment on Christine Brown's  
Petitioner for Judicial Review

12-04-12 Filed: Memorandum in Opposition to Petitioner's Motion for  
Partial Summary Judgment on the Issues of Timeliness



12-06-12 Filed: Reply Memorandum on Motion for Summary Judgment on  
Christine Brown's Petition for Judicial Review

12-07-12 Filed: Reply Memorandum in Opposition to Petitioner's Combined  
Memorandum in Opposition to Weber County's Motion to Dismiss  
Petitioner's Petition for Review and in Opposition to Greens'  
Motion for Summary Judgment on Christine Brown's Petition for

12-10-12 Filed: Reply Memorandum in Further Support of Motion for  
Partial Summary Judgment on the Issue of Timelines

12-13-12 Minute Entry - Minutes for ORAL ARGUMENTS  
Judge: MICHAEL D LYON  
Clerk: debbieg  
PRESENT  
Plaintiff(s): VICTORIA GREEN  
TROY GREEN  
Defendant(s): CHRISTINE BROWN  
Plaintiff's Attorney(s): ZANE S FROERER  
Defendant's Attorney(s): BRUCE R BAIRD  
Other Parties: CHRISTOPHER F ALLRED  
Audio  
Tape Number: 4D121312 Tape Count: 10:36-11:42

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HEARING

Time set for oral arguments concerning the three pending motions.  
10:37 Bruce Baird gives argument.  
10:57 Zane Froerer gives response.  
11:12 Chris Allred gives response.  
11:19 Bruce Baird gives reply.  
11:25 Court places findings on the record and finds the appeal was  
not timely and concludes that the land use authority rendered a  
decision.  
The land use permit issued by Weber County Planning Division to  
the Greens was a written land use decision issued 3/11/10.  
Court finds that Christine Brown had actual knowledge and  
constructive knowledge not later than 9/4/10 by receiving a copy of  
the permit.  
Court finds the letter issued on 10/27/10 was not a land use

decision and interprets this letter as an explanation only.

Court authorizes a rule 54b certification.

Mr. Froerer to prepare an Order for the court's signature.

12-26-12	Fee Account created	Total Due:	10.00
12-26-12	Fee Account created	Total Due:	2.19
12-26-12	AUDIO TAPE COPY	Payment Received:	10.00
Note: POSTAGE-COPIES			
12-26-12	POSTAGE-COPIES	Payment Received:	2.19
01-03-13	Note: CD ov 12/13/12 hearing copied for Christine Brown. Ms Brown CD prepared and placed in outgoing mail for 1/4/12		
.			
02-06-13	Note: Order on Oral arguments hearing sent to Judge Lyon.		
02-06-13	Filed order: Order on Cross Motions on Timeliness of Complaint for Judicial Review of Board of Adjustment Decision Judge MICHAEL D. LYON Signed February 06, 2013		
03-07-13	Fee Account created	Total Due:	225.00
03-07-13	APPEAL	Payment Received:	225.00
Note: Code Description: APPEAL			
03-07-13	Bond Account created	Total Due:	300.00
03-07-13	Bond Posted	Payment Received:	300.00
03-07-13	Filed: Notice of Appeal		
03-07-13	Note: Certified Copy of Notice of Appeal sent to COA, tracking #55500145269.		
03-25-13	Filed: Letter from Supreme Court of Utah to Mr. Baird Re: Notice of Appeal		
03-25-13	Filed: Order from The Supreme Court of Utah Re: Transfer to Utah Court of Appeals for Disposition		
04-08-13	Filed: TRANSCRIPT for Hearing of 12-13-2012		
04-11-13	Filed: Letter to Mr. Baird from Utah Court of Appeals Re: Assignment to Court of Appeals		
04-22-13	Note: Hard Copy of Oral Arguments from 12/13/12 received. Placed in filing room.		
05-20-13	Note: Appealed: Case #20130247		
05-20-13	Note: Judgment Roll and Index and Certified Copy of Docket sent to Utah Court of Appeals Tracking # 55500145359. Exhibits from Memorandum on Jurisdiction of Court to Review Land Use Decisions or Enforce Land Use Ordinances filed 3/9/12 not apart of judgment ro		

05-20-13 Note: ll and index as they were never submitted to the Court.  
06-25-13 Note: CASE FILE IN KRISTY'S OFFICE  
06-26-13 Filed: Motion for Summary Judgment  
Filed by: GREEN, TROY  
06-26-13 Filed: Memorandum in Support of Plaintiff's Motion for Summary  
Judgment  
06-26-13 Filed: Other Declaration of Troy Green in Support of  
Plaintiff's Motion for Summary Judgment  
06-26-13 Note: Case file checked out to Bruce Baird  
08-01-13 Note: File returned from Bruce Baird's office.  
08-01-13 Note: CASE FILE IN KRISTY'S OFFICE  
08-07-13 Filed: Memorandum In Opposition to Plaintiffs Motion for  
Summary Judgment  
08-07-13 Filed: Return of Electronic Notification  
08-12-13 Filed: Reply In support of Plaintiffs Motion for Summary  
Judgment  
08-12-13 Filed: Request/Notice to Submit  
08-12-13 Filed: Return of Electronic Notification  
08-13-13 Note: Request to Submit (Motion for Summary Judgment) sent to  
MDL for review.  
08-30-13 Filed order: Ruling and Order on Plaintiff's Motion for Summary  
Judgment  
Judge MICHAEL D. LYON  
Signed August 28, 2013  
10-21-13 Filed: Certificate of Mailing (Case file)  
10-21-13 Note: CASE FILE (6 VOLUMES), CERTIFIED COPY OF DOCKET AND  
JUDGMENT ROLL AND INDEX, AND EXHIBITS D8, D9 AND D11 SENT  
TO COURT OF APPEALS VIA STATE MAIL TRACKING #55500153129.  
03-12-14 Filed: Certificate of Readiness  
03-12-14 Filed: Return of Electronic Notification  
04-02-14 Note: Clerk has left 2 msgs for Atty Froerer and spoke with his  
assistant regarding the certificate of readiness for  
trial. His office will contact clerk once she has spoken  
to Mr. Froerer.  
04-08-14 PRETRIAL CONFERENCE scheduled on May 01, 2014 at 09:30 AM in  
4th Floor Southeast with Judge BEAN.  
04-08-14 Filed: Notice for Case 100907978 ID 15869579  
04-14-14 Filed: Returned Mail - Notice of Pretrial Conferene (remailed)  
04-25-14 Judge JOSEPH BEAN assigned.

05-01-14 PRETRIAL CONFERENCE continued to July 31, 2014 at 09:30 AM in  
4th Floor Southeast with Judge BEAN.

05-01-14 Minute Entry - Minutes for PRETRIAL CONFERENCE continue

Judge: JOSEPH BEAN

Clerk: jackietb

PRESENT

Defendant(s): CHRISTINE BROWN

Plaintiff's Attorney(s): ZANE S FROERER

Defendant's Attorney(s): BRUCE R BAIRD

Other Parties: CHRISTOPHER F ALLRED

Audio

Tape Number: 4C050114 Tape Count: 936-946

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CONTINUANCE

Whose Motion:

The Stipulation of counsel.

Reason for continuance:

Court Ordered

Parties stipulate to continue the pre-trial pending the decision  
from the Court of Appeals regarding an associated issue. Matter  
continued to 07/31/14 at 9:30 a.m.

The motion is granted.

PRETRIAL CONFERENCE is scheduled.

Date: 07/31/2014

Time: 09:30 a.m.

Location: 4th Floor Southeast  
Second District Court  
2525 Grant Avenue  
Ogden, UT 84401

Before Judge: JOSEPH BEAN

07-03-14 Filed: Utah Court of Appeals Decision (Affirmed)

07-31-14 Note: Record returned from the COA. Placed in the filing room.

07-31-14 PRETRIAL CONFERENCE continued to October 02, 2014 at 09:30 AM  
in 4th Floor Southeast with Judge BEAN.

07-31-14 Minute Entry - Minutes for PRETRIAL CONFERENCE continue

Judge: JOSEPH BEAN

Clerk: daniellr

PRESENT

Defendant(s): CHRISTINE BROWN

Plaintiff's Attorney(s): ZANE S FROERER

Defendant's Attorney(s): BRUCE R BAIRD

Audio

Tape Number: 4C073114 Tape Count: 931-936

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CONTINUANCE

Whose Motion:

The Stipulation of counsel.

Reason for continuance:

Court Ordered

Defense counsel will be filing a Petition for Certiorari with the Supreme Court. Parties agree to not set trial until that petition is addressed. Matter continued to 10/2/14 at 9:30 a.m.

The motion is granted.

PRETRIAL CONFERENCE is scheduled.

Date: 10/02/2014

Time: 09:30 a.m.

Location: 4th Floor Southeast  
Second District Court  
2525 Grant Avenue  
Ogden, UT 84401

Before Judge: JOSEPH BEAN

08-05-14 Filed: Letter from Supreme Court to counsel Baird

10-02-14 Minute Entry - Minutes for Pretrial Conference

Judge: JOSEPH BEAN

Clerk: daniellr

PRESENT

Plaintiff's Attorney(s): ZANE S FROERER

Defendant's Attorney(s): BRUCE R BAIRD

Audio

Tape Number: 4C100214 Tape Count: 932-941

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HEARING

Mr. Baird has a scheduling conference and could not be present.

Mr. Froerer indicates the Supreme Court has not ruled on the petition for certiorari.

TIME: 9:35 AM Mr. Baird is present via telephone.

Matter continued to 01/08/15 at 9:30 a.m.

At the pretrial conference, the attorneys will need to be prepared to discuss mediation.

Bench trial is set on 04/20/15 - 04/22/15 at 9:00 a.m.

PRETRIAL CONFERENCE is scheduled.

Date: 01/08/2015

Time: 09:30 a.m.

Location: 4th Floor Southeast  
Second District Court  
2525 Grant Avenue  
Ogden, UT 84401

Before Judge: JOSEPH BEAN

BENCH TRIAL is scheduled.

Date: 04/20/2015

Time: 09:00 a.m.

Location: 4th Floor Southeast  
Second District Court  
2525 Grant Avenue  
Ogden, UT 84401

Before Judge: JOSEPH BEAN

BENCH TRIAL.

Date: 04/21/2015

Time: 09:00 a.m.

Location: 4th Floor Southeast  
Second District Court  
2525 Grant Avenue  
Ogden, UT 84401

Before Judge: JOSEPH BEAN

BENCH TRIAL.

Date: 04/22/2015

Time: 09:00 a.m.

Location: 4th Floor Southeast  
Second District Court  
2525 Grant Avenue  
Ogden, UT 84401

Before Judge: JOSEPH BEAN

10-02-14 PRETRIAL CONFERENCE scheduled on January 08, 2015 at 09:30 AM  
in 4th Floor Southeast with Judge BEAN.

10-02-14 BENCH TRIAL scheduled on April 20, 2015 at 09:00 AM in 4th  
Floor Southeast with Judge BEAN.

10-02-14 BENCH TRIAL scheduled on April 21, 2015 at 09:00 AM in 4th  
Floor Southeast with Judge BEAN.

10-02-14 BENCH TRIAL scheduled on April 22, 2015 at 09:00 AM in 4th  
Floor Southeast with Judge BEAN.

11-05-14 PRETRIAL CONFERENCE scheduled on January 15, 2015 at 09:30 AM  
in 4th Floor Southeast with Judge BEAN.

11-05-14 Notice - NOTICE for Case 100907978 ID 16287659  
PRETRIAL CONFERENCE.

Date: 01/15/2015

Time: 09:30 a.m.

Location: 4th Floor Southeast  
Second District Court  
2525 Grant Avenue  
Ogden, UT 84401

Before Judge: JOSEPH BEAN

The reason for the change is Conflict in Judge schedule

11-05-14 Filed: Notice for Case 100907978 ID 16287659

11-24-14 Filed: Order from Supreme Court (denies petition for writ of  
certiorari)

11-25-14 Filed: Remittitur

11-25-14 Filed: Opinion - Utah Court of Appeals

11-26-14 Note: Exhibits received back from the Court of Appeals.

11-28-14 Note: Case file received back from the Court of Appeals. Place  
in 4th floor storage room.

01-14-15 PRETRIAL CONFERENCE scheduled on January 29, 2015 at 09:30 AM  
in 4th Floor Southeast with Judge BEAN.

01-14-15 Notice - NOTICE for Case 100907978 ID 16422178

PRETRIAL CONFERENCE is scheduled.

Date: 01/29/2015

Time: 09:30 a.m.

Location: 4th Floor Southeast  
Second District Court  
2525 Grant Avenue  
Ogden, UT 84401

Before Judge: JOSEPH BEAN

01-14-15 Note: Reason: Court Ordered Parties are close to a settlement and would like to continue the matter. Matter continued to 01/29/15 at 9:30 a.m. Stipulation of counsel motion.

01-14-15 Filed: Notice for Case 100907978 ID 16422178

01-28-15 PRETRIAL CONFERENCE continued to February 19, 2015 at 09:30 AM in 4th Floor Southeast with Judge BEAN.

01-28-15 Note: Reason: Settlement negotiations Parties have a settlement agreement, but need a signature from a third party. Matter continued to 02/19/15 at 9:30 a.m. to ensure the settlement has been followed through. Stipulation of counsel motion.

02-13-15 Filed: Motion to Withdraw  
Filed by: BROWN, CHRISTINE

02-13-15 Filed: Memorandum ISO Motion for Leave to Withdraw

02-13-15 Filed: Return of Electronic Notification

02-16-15 Filed: : Stipulation to Motion to Withdraw

02-16-15 Filed: Return of Electronic Notification

02-17-15 Filed: Request/Notice to Submit Motion for Leave to Withdraw

02-17-15 Filed: Order (Proposed) Motion for Leave to Withdraw

02-17-15 Filed: Return of Electronic Notification

02-17-15 Note: Order to withdraw to JMB

02-17-15 Fee Account created	Total Due:	0.50
02-17-15 COPY FEE	Payment Received:	0.50
Note: 5.00 cash tendered.		4.50 change given.

02-18-15 Filed: Other - Unsigned Order (Proposed) Motion for Leave to Withdraw

02-18-15 Note: Unsigned pending hearing on the motion. Plaintiff's stipulation was conditioned upon the trial going forward in April.

02-18-15 Filed: Return of Electronic Notification

02-18-15 ORAL ARGUMENTS scheduled on March 05, 2015 at 11:00 AM in 4th

Printed: 08/11/15 15:15:05 Page 30



Floor Southeast with Judge BEAN.

02-18-15 Filed: Notice for Case 100907978 ID 16491095

02-19-15 INFORMAL CONFERENCE scheduled on March 27, 2015 at 09:00 AM in  
4th Floor Southeast with Judge BEAN.

02-19-15 Minute Entry - Minutes for Pretrial Conference

Judge: JOSEPH BEAN

Clerk: jackietb

PRESENT

Plaintiff's Attorney(s): ZANE S FROERER

Defendant's Attorney(s): BRUCE R BAIRD

Other Parties: CHRISTOPHER F ALLRED

Audio

Tape Number: 4C021915 Tape Count: 9:30-9:44

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Mr. Allred is present representing Weber County.

Weber County was previously dismissed from the matter, clerk to  
make the correction.

Mr. Allred is excused.

Mr. Baird addresses his motion to withdrawal as counsel.

Mr. Froerer has no objection.

Parties represent they are close to a settlement.

Court offers to set an informal conference.

Parties agree to set an informal conference.

Informal conference set on 03/27/15 AT 9:00 a.m.

Counsel to submit a waiver of conflict of interest in writing.

INFORMAL CONFERENCE is scheduled.

Date: 03/27/2015

Time: 09:00 a.m.

Location: 4th Floor Southeast  
Second District Court  
2525 Grant Avenue  
Ogden, UT 84401

Before Judge: JOSEPH BEAN

02-20-15 Dismissed party - WEBER COUNTY BOARD OF

02-20-15 Dismissed party - WEBER COUNTY  
02-20-15 Note: Left a msg with PLA atty regarding Oral arguments for  
3/5/15.  
03-02-15 ORAL ARGUMENTS Cancelled.  
03-09-15 Trust Account created           Total Due:           300.00  
03-09-15 Bond Transfer/Refund       Payment Received:       -300.00  
03-09-15 Bail/Bond Refund           Payment Received:       300.00  
03-18-15 Fee Account created       Total Due:           10.00  
03-18-15 AUDIO TAPE COPY           Payment Received:       10.00  
03-20-15 Filed: : Plaintiffs consent to court administered mediation and  
waiver of potential conflicts  
03-20-15 Filed: Return of Electronic Notification  
03-25-15 Filed: Brown Stipulation to participation in judicial mediaiton  
03-25-15 Filed: Return of Electronic Notification  
03-25-15 Note: Copy of 10/27/2010 hearing made for Christine Brown,  
called and placed in basket for pickup.  
03-27-15 BENCH TRIAL Cancelled.  
03-27-15 PRETRIAL CONFERENCE scheduled on August 20, 2015 at 09:30 AM in  
4th Floor Southeast with Judge BEAN.  
03-27-15 Filed: Notice for Case 100907978 ID 16577175  
03-27-15 BENCH TRIAL scheduled on September 14, 2015 at 09:00 AM in 4th  
Floor Southeast with Judge BEAN.  
03-27-15 BENCH TRIAL scheduled on September 15, 2015 at 09:00 AM in 4th  
Floor Southeast with Judge BEAN.  
03-27-15 BENCH TRIAL scheduled on September 16, 2015 at 09:00 AM in 4th  
Floor Southeast with Judge BEAN.  
03-27-15 Filed: Notice for Case 100907978 ID 16577175  
03-27-15 Filed: Exhibit 1 (Informal Conference)  
03-27-15 Filed: Exhibit 2 (Informal Conference)  
03-27-15 Minute Entry - Minutes for INFORMAL CONFERENCE  
Judge:     JOSEPH BEAN  
Clerk:     jackietb  
PRESENT  
Plaintiff(s): TROY GREEN  
            VICTORIA GREEN  
Defendant(s): CHRISTINE BROWN  
Plaintiff's Attorney(s): ZANE S FROERER  
Audio  
Tape Number:     4C032715     Tape Count: 11:36-11:45  
Printed: 08/11/15 15:15:06     Page 32

Parties met with the Court off record for an informal conference.

Court places the agreement of the parties on the record.

As part of the informal conference it has become clear to the Court that a complete resolution of the parties issues would involve resolution of an issue with Weber County. In order to resolve the issues with Weber County a new plat would need to be presented and approved by the planning board.

Parties agree to use Hansen and Associates to draft the new plat. Parties will split the cost for the draft of the new plat. The quit claim deed dated June 18, 1984 will be used as the property line for the northern boundary of Mrs. Brown's property. Subject to Weber Counties approval of the plat there will be a 16 ft right of way, the northern most 1 foot would belong exclusively to Mrs. Brown the southern 15 feet would belong to the Greens. After all is said and done Mrs. Brown will have 5.2 acres of property.

Parties affirm the agreement on the record.

Bench trial scheduled on 4/20/15 - 4/22/15 at 9:00 a.m. is continued to 09/14/15 - 09/16/15.

Pretrial conference is set on 08/20/15 at 9:30 a.m.

Mr. Froerer to prepare an interim agreement.

Agreement to contain a rule 7(f)(2) notice or be signed approved as to form.

PRETRIAL CONFERENCE is scheduled.

Date: 08/20/2015

Time: 09:30 a.m.

Location: 4th Floor Southeast  
Second District Court  
2525 Grant Avenue  
Ogden, UT 84401

before Judge JOSEPH BEAN

BENCH TRIAL is scheduled.

Date:

Date:

Date: 09/14/2015

Time: 09:00 a.m.

Location: 4th Floor Southeast  
Second District Court  
2525 Grant Avenue  
Ogden, UT 84401

before Judge JOSEPH BEAN

Date: 09/15/2015

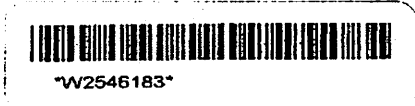
Time: 09:00 a.m.

Location: 4th Floor Southeast  
Second District Court  
2525 Grant Avenue  
Ogden, UT 84401

before Judge JOSEPH BEAN

04-03-15 Bail/Bond Refund Check # 65523 Trust Payout: 300.00  
04-06-15 Filed: Returned mail-Notice of Pretrial Conference  
04-06-15 Note: Re-mailed Notice of Pretrial Conference  
04-30-15 Filed: Order (Proposed): Interim Agreement from Court  
Administered Settlement Conference and Order  
04-30-15 Filed: Return of Electronic Notification  
05-04-15 Filed order: Order: Interim Agreement from Court Administered  
Settlement Conference and Order  
Judge JOSEPH BEAN  
Signed May 04, 2015  
05-04-15 Filed: Return of Electronic Notification

14



Return to: Rocky Mountain Power  
NANCY BURRELL  
1438 W 2550 S  
Ogden, Utah 84401

EB 2546183 PG 1 OF 3  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
20-OCT-11 1102 AM FEE \$14.00 DEP TOT  
REC FOR: ROCKY MOUNTAIN POWER

CC#: Work Order#: 5499926

**UNDERGROUND RIGHT OF WAY EASEMENT**

For value received, **BARRIE G. MCKAY AND ELAINE S. MCKAY (CO-TRUSTEE)** ("Grantor"), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns, ("Grantee"), an easement for a right of way 10 feet in width and 560 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults on, across, or under the surface of the real property of Grantor in WEBER County, State of UTAH, more particularly described as follows and as more particularly described and/or shown on Exhibit(A) attached hereto and by this reference made a part hereof:

Legal Description: ALL OF LOT 6 MIDDLE FORK RANCHES, WEBER, COUNTY, UTAH

Assessor Parcel No. 21-048-0021- 0023, 0024 *BR*

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

**ORIGINAL**

Dated this 22 day of MARCH, 2011

Bonnie D. McKay  
(Insert Grantor Name Here) GRANTOR  
Elaine S. McKay  
(Insert Grantor Name Here) GRANTOR  
Elaine S. McKay

**INDIVIDUAL ACKNOWLEDGEMENT**

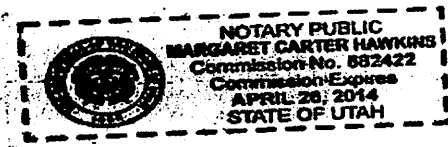
State of Utah  
County of Davis } SS.

This instrument was acknowledged before me on this 22<sup>nd</sup> day of March,  
2011 by Bonnie & Elaine McKay  
Name(s) of individual(s) signing document

Margaret Hawkins  
Notary Public

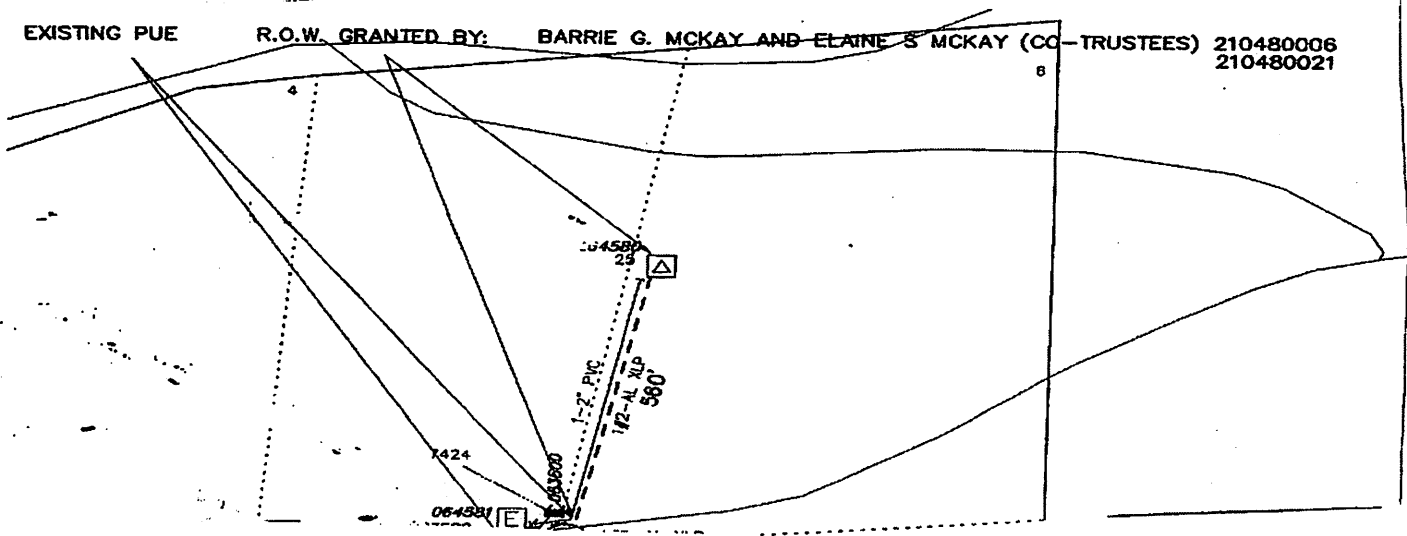
My commission expires: 4/26/2014

[Seal]





**Property Description**  
 Quarter: \_\_\_\_\_ Quarter: \_\_\_\_\_ Section: 6 Township 6 (N or S), Range 2 (E or W), S.L.B & Meridian  
 County: WEBER State: UTAH  
 Parcel Number: 210480021



CC#: WO#: 5499926  
 Landowner Name: Barrie G. & Elaine S  
 Mckay

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

**EXHIBIT A**



SCALE: \_\_\_\_\_

**Hickman Land Title Co.**  
112 North Main St. • P.O. Box 386  
Logan, Utah 84323  
Tel 435-752-0582 • Fax 435-752-0584

872 West Heritage Park Blvd., Suite 120  
Layton, Utah 84041  
Tel 801-416-8900 • Fax 801-416-8950

1226 W. South Jordan Parkway, Suite D  
South Jordan, Utah 84095  
Tel 801-293-7700 • Fax 801-293-7666

Utah Toll Free line 1-800-365-7720



Serving Northern Utah and  
Lincoln and Teton Counties in Wyoming  
[www.hickmantitle.com](http://www.hickmantitle.com)

**Rich Land Title Co.**  
112 North Main St. • P.O. Box 386  
Logan, Utah 84323  
Tel 435-752-0582 • Fax 435-752-0584

**Hickman Land Title Company of  
Wyoming**  
690 S HWY 89, Suite 200  
Jackson, Wyoming 83001  
Tel 307-733-4713 • Fax 307-733-6186

118 South Main, Ste 100 • P.O. Box 1591  
Thayne, WY 83127  
Tel 307-733-4713 • Fax 307-733-6186

Wyoming Toll Free line 1-800-289-9920

Dear Customer:

The Financial Services Modernization Act recently enacted by Congress has brought many changes to the financial services industry, which includes insurance companies and their agents. One of the changes is that we are now required to explain to our customers the ways in which we collect and use customer information.

Our concern with the protection of your information has been a part of our business since 1904, when the company that is now HICKMAN LAND TITLE COMPANY, RICH LAND TITLE COMPANY, and LAND TITLE COMPANY (Wyoming) began providing title service. We will continue to protect the privacy, accuracy, and security of customer information given to us.

What kinds of information we collect. Most of our business is title insurance. We collect information about you, (for instance, your name, address, telephone number), and information about your transaction, including the identity of the real property that you are buying or financing. We obtain a copy of any deeds, notes, or mortgages that are involved in the transaction. We may get this information from you or from the lender, attorney, or real estate broker that you have chosen. We then obtain information from the public records about the property so that we can prepare a title insurance policy. When we provide closing, escrow, or settlement services, mortgage lending, or mortgage loan servicing, we may get your social security number, and we may receive additional information from third parties including appraisals, credit reports, land surveys, escrow account balances, and sometimes bank account number to facilitate the transaction. If you are concerned about the information we have collected, please write to us.

How we use this information. The company giving or specifically adopting this notice does not share your information with marketers outside its own family. There's no need to tell us to keep your information to ourselves because we share your information only to provide the service requested by you or your lender, or in other ways permitted by law. The privacy laws permit some sharing without your approval. We may share internally and with nonaffiliated third parties in order to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, and to provide information to government and law enforcement agencies. Companies within a family may share certain information among themselves in order to identify and market their own products that they think may be useful to you. Credit information about you is shared only to facilitate your transaction or for some other purpose permitted by law.

How we protect your information. We restrict access to nonpublic personal information about you to those employees who need the information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with law to guard your nonpublic personal information. We reinforce the company's privacy policy with our employees.

"The First Name in Title Insurance"