

## ALTA Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

### NOTICE

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

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

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

### COMMITMENT TO ISSUE POLICY

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



If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

Issued through the Office of  
Hickman Land Title Company

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

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By  President  
Attest  Secretary



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

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**SCHEDULE A**

- 1. Commitment Date: May 22, 2018 at 7:59 a.m.
- 2. Policy or Policies to be issued: Amount of Insurance Premium
  - a. ALTA 2006 :  
Proposed Insured:
  - b. ALTA 2006 Extended Loan Policy:  
Proposed Insured:
  - c. Leasehold Policy:  
Proposed Insured:
  - d. Endorsements:

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: MARILYN S. FROERER and ZANE B. FROERER, Trustees of the MARILYN S. FROERER LIVING TRUST dated April 8, 1997**

**Parcel 2: DENNIS T. OLSON and BONNIE N. OLSON, or their Successor(s) in Trust, Trustees of the DENNIS T. AND BONNIE N. OLSON FAMILY TRUST UAD April 11, 2016**

**Parcel 3: LANCE FROERER and BREKLYN FROERER, husband and wife**

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

**Parcel 1: All of Lot 9, MIDDLE FORK RANCHES, according to the official plat thereof, on file and of record in the office of the Recorder of Weber County, Utah.**

**Parcel 2: All of Lot 11, MIDDLE FORK RANCHES, being a part of Section 6, Township 6 North, Range 2 East, Salt Lake Base and Meridian, U.S. Survey, Weber County, Utah, according to the official plat thereof, on file and of record in the office of the Recorder of Weber County, Utah.**

**Also: A part of Lot 12, MIDDLE FORK RANCHES, Weber County, Utah, located in Section 6, Township 6 North, Range 2 East, Salt Lake Base and Meridian, U.S. Survey: Beginning at the Southwest Corner of Lot 11 of said Middle Fork Ranches, and running thence South 3°45' East 47.0 feet; thence North 81°15' East 149.50 feet; thence North 21°47'14" East 50.20 feet to the South line of said Lot 11; thence South 82°27' West 170.95 feet along said South line to the point of beginning.**

**Parcel 3: All of Lot 12, MIDDLE FORK RANCHES, Weber County, Utah. Except part of Lot 12; Beginning at the Southwest Corner of Lot 11, said Middle Fork Ranches, and running thence South 3°45' East 47.00 feet; thence North 81°15' East 149.50 feet; thence North 21°47'14" East 50.20 feet to the South line of said Lot 11; thence South 82°27' West 170.95 feet along said South line to the point of beginning.**

We appreciate your business and thank you for choosing Hickman Land Title Company.  
Please call your Title Officer, with any questions or concerns regarding this commitment.



**SCHEDULE A**

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Your Title Officer will be Jason Steiner, phone (801) 416-8900  
Your Escrow Officer will be assigned shortly, Phone (801)416-8900.

For informational purposes only.

The property address is purported to be:

7197 East 1450 North, Huntsville, UT 84317

1363 North 7275 East, Huntsville, UT 84317

1309 North 7275 East, Huntsville, UT 84317



**872 West Heritage Park Blvd #120  
Layton, UT 84041  
[www.HickmanTitle.com](http://www.HickmanTitle.com)**

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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) N/A
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):
6. You must give us the following information:
  - A) Any off record leases, surveys, etc.
  - B) Statements of identity all parties.
  - C) Other

#### NOTES:

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.

MARILYN S FORERER LIVING TRUST and DENNIS T & BONNIE N OLSON FAMILY TRUST and LANCE FROERER and BREKLYN FROERER



## 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 now payable or 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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession, or claiming to be in possession thereof.
3. Easements, liens, encumbrances, or claims of easements, lines, or encumbrances which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
5. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; Water rights, claims to water or water rights, whether or not shown in the public records; Indian treaty or aboriginal rights including, but not limited to, easements or equitable servitudes.
6. Any lien, or right to a lien, for services, labor, or materials theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Any service, installation, connection, maintenance, or construction charges for sewer, water, electricity, or garbage.
8. Taxes for the year 2018, and subsequent years, not yet due and payable.  
Parcel 1: Tax Parcel No. 21-048-0009. Taxes for the year 2017 were paid in the amount of \$4,052.95  
Parcel 2: Tax Parcel No. 21-048-0011. Taxes for the year 2017 were paid in the amount of \$2,830.43 (The County shows a Veteran's Exemption in the amount of \$310.47)  
Parcel 3: Tax Parcel No. 21-048-0025. Taxes for the year 2017 were paid in the amount of \$2,344.77, out of Tax Parcel No. 21-048-0012 and in the amount of \$25.54, out of Tax Parcel No. 21-048-0020.
9. Said property is included within the boundaries of Weber Area Dispatch 911 and Emergency Services District, Weber County Schools, Weber Fire District, and is subject to the charges and assessments thereof.
10. Easements, Notes, Restrictions, Reservations, Setback lines, Warnings and any other matters as delineated and/or dedicated on the Official Recorded Plat.
11. 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).  
Recorded: April 29, 1974  
Entry No: 614120  
Book/Page: 1052/69



**SCHEDULE B**

**Section 2**

12. ORDINANCE NO. 12-81  
AN ORDINANCE CREATING AND ESTABLISHING A COUNTY SERVICE AREA; DESCRIBING AND ESTABLISHING THE BOUNDARIES OF SAID SERVICE AREA  
Recorded: December 22, 1981  
Entry No: 849262  
Book/Page: 1394/1772
13. DEED OF EASEMENT  
Recorded: September 5, 1989  
Entry No: 1088095  
Book/Page: 1567/508  
(Affects Parcel 1 Only)
14. 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  
Recorded: April 12, 1996  
Entry No: 1399404  
Book/Page: 1801/295
15. AGREEMENT  
By and Between: 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  
Grantor: MOUNTAIN CANAL IRRIGATION ASSOCIATION  
Grantee: STATE OF UTAH, acting through the BOARD OF WATER RESOURCES  
Recorded: May 17, 1996  
Entry No: 1406855  
Book/Page: 1806/2974
16. 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
17. RESOLUTION NO. 23-2005 creating the Weber Area Dispatch 911 and Emergency Services District  
Recorded: January 24, 2006  
Entry No: 2156401



**SCHEDULE B**

**Section 2**

18. 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  
ININCORPORATED AREA OF WEBER COUNTY AND DESCRIBING THE SERVICES TO BE  
PROVIDED THEREIN  
Recorded: December 13, 2012  
Entry No: 2610456
19. CERTIFICATE OF CREATION creating Northern Utah Environmental Resource Agency  
Recorded: January 20, 2015  
Entry No: 2718461
20. AFFIDAVIT  
Recorded: March 9, 2015  
Entry No: 2725109
21. CERTIFICATE OF DISSOLUTION  
Recorded: May 25, 2016  
Entry No: 2795066
- RESOLUTION NO. 12-2016  
A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY  
APPROVING DISSOLUTION OF THE OGDEN VALLEY NATRUAL GAS DISTRICT  
Recorded: May 25, 2016  
Entry No: 2795067
22. CERTIFICATE OF ANNEXATION  
Recorded: December 28, 2017  
Entry No: 2897532
- NOTICE OF IMPENDING BOUNDARY ACTION  
Recorded: December 28, 2017
- RESOLUTION NO. 43-2017  
A RESOLUTION TO INITIATE THE ANNEXATION OF UNINCORPORATED AREAS OF WEBER  
COUNTY INTO THE OGDEN VALLEY PARKS SERVICE AREA  
Recorded: December 28, 2017  
Entry No: 2897534
- RESOLUTION OF OGDEN VALLEY PARKS SERVICE AREA APPROVING AN ADJUSTMENT  
OF THE DISTRICT BOUNDARY  
Recorded: December 28, 2017  
Entry No: 2897535



**SCHEDULE B**

**Section 2**

23. DEED OF TRUST  
Trustor: DENNIS T. OLSON and BONNIE N. OLSON  
Trustee: AMERICA FIRST FEDERAL CREDIT UNION  
Beneficiary: AMERICA FIRST FEDERAL CREDIT UNION  
Amount: \$125,000.00  
Dated: May 10, 2004  
Recorded: May 13, 2004  
Entry No.: 2030627  
(Affects Parcel 2)
24. STATE TAX LIEN  
Executed by: UT STATE TAX COMMISSION  
Against: BONNIE OLSON  
Case No: 136903691  
Amount: \$1,658.27  
Filed: June 17, 2013

**NOTES:**

Exception numbered 1-7 will be eliminated on the ALTA Extended Coverage Policy and the ALTA Homeowners Policy.

For informational purposes only, vesting document and a **24 month 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:

Quit Claim Deed from LANCE FROERER and BREKLYN FROERER to LANCE FROERER and BREKLYN FROERER, husband and wife recorded March 28, 2018 as Entry No. 2912157 in Book/Page N/A

Warranty Deed from MARILYN S. FROERER and ZANE B. FROERER, Trustees of the MARILYN S. FROERER LIVING TRUST dated April 8, 1997 to LANCE FROERER and BREKLYN FROERER, husband and wife recorded March 9, 2018 as Entry No. 2909021 in Book/Page N/A

Special Warranty Deed from MARILYN S. FROERER to MARILYN S. FROERER and ZANE B. FROERER, Trustees of the MARILYN S. FROERER LIVING TRUST dated April 8, 1997 recorded April 25, 2016 as Entry No. 2789927 in Book/Page N/A

Warranty Deed from DENNIS T. OLSON and BONNIE N. OLSON to DENNIS T. OLSON and BONNIE N. OLSON, or their Successor(s) in Trust, Trustees of the DENNIS T. AND BONNIE N. OLSON FAMILY TRUST UAD April 11, 2016 recorded April 18, 2016 as Entry No. 2788715 in Book/Page N/A

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**

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**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.

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.

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 purposed 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.

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.alt.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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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
  - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
  - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
  - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
  - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements;
  - (f) Schedule B, Part II—Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

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

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

**8. PRO-FORMA POLICY**

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

**9. ARBITRATION**

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

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