

Deliver to: ROBERT J. FULLER, JD, MBA  
Attn:  
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POST BOX 835  
EDEN, UTAH 84310  
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## Schedule A

Order Number: PH 15238

STEWART COMMITMENT

1. **Effective Date:** August 31, 2020 at 8:00 AM

2. <b>Policy or Policies to be issued:</b>	<b>Amount of Insurance</b>	<b>Premium Amount</b>
(a) <b>A.L.T.A. Owner's Proposed Insured</b>	\$	\$

(b) <b>A.L.T.A. Mortgagee's Proposed Insured:</b>	\$	\$
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**ENDORSEMENTS:**

Total: \$  
Premium Total: \$  
Additional Charges: \$

<b>OTHER ENDORSEMENTS:</b>	\$	
<b>OTHER SERVICES: COMMITMENT ONLY</b>	\$ 200.00	

TOTAL: \$ 200.00

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:**

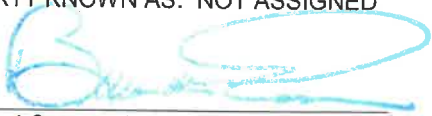
EVERGREEN RANCH, LC, a Utah limited liability company

5. **The land referred to in this commitment is described as follows:**

20-008-0017, 20-008-0018

See Attached Exhibit "A"

PROPERTY KNOWN AS: NOT ASSIGNED

  
Authorized Countersignature

## EXHIBIT "A"

### PARCEL 1: 20-008-0017

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; BEGINNING AT A POINT LOCATED 1266.6 FEET SOUTH 00°25'02" WEST ALONG THE CENTERLINE OF 5900 EAST STREET AS DETERMINED BY THE RACCASI SUBDIVISION RECORDED BOOK 54, PAGE 55 OF THE WEBER COUNTY PLAT RECORDS, FROM THE MONUMENTED LOCATON OF THE NORTH QUARTER CORNER OF SAID SECTION 11; RUNNING THENCE SOUTH 89°51'17" EAST 1515.7 FEET ALONG A LINE AND LINE EXTENDED BEING THE SAME AS DEEDED BY WARRANTY DEED RECORDED AS ENTRY NUMBER 2430584 ON AUGUST 19, 2009, TO THE BOUNDARY OF U.S.A. PROPERTY AS MONUMENTED BY U.S. FOREST SERVICES BRASS CAPS AND DEEDED; THENCE THE FOLLOWING 5 COURSES ALONG SAID MONUMENTED U.S.A. PROPERTY BOUNDARY, 1) SOUTH 45°14'22" WEST 280.2 FEET TO A U.S. FOREST SERVICE ALUMINUM CAP, 2) SOUTH 88°25'18" WEST 379.5 FEET TO A U.S. FOREST SERVICE ALUMINUM CAP, 3) NORTH 76°29'38" WEST 634.2 FEET TO A U.S. FOREST SERVICE ALUMINUM CAP, 4) SOUTH 00°20'41" EAST 383.1 FEET TO A U.S. FOREST SERVICE ALUMINUM CAP, 5) NORTH 89°54'11" WEST 326.4 FEET MORE OR LESS TO SAID CENTERLINE 5900 EAST STREET; THENCE NORTH 00°25'02" EAST 446 FEET TO THE POINT OF BEGINNING.

### PARCEL 2: 20-008-0018

A PART OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; BEGINNING AT A POINT SOUTH 866.63 FEET FROM THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 11; RUNNING THENCE NORTH 89°58'31" EAST 1946.21 FEET TO USA PARCEL 20-008-0002; THENCE SOUTH 08°47'00" EAST 57.32 FEET ALONG THE USA PARCEL; THENCE SOUTH 45°29'00" WEST 906.00 FEET ALONG THE USA PARCEL; THENCE SOUTH 88°40'00" WEST 170.63 FEET ALONG THE USA PARCEL; THENCE NORTH 203.83 FEET; THENCE NORTH 89°51'17" WEST 885.24 FEET, THENCE SOUTH 00°06'00" EAST 143.73 FEET, THENCE SOUTH 89°38' WEST 253.37 FEET; THENCE NORTH 634.26 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PORTION OF PROPERTY CONVEYED IN THAT SPECIAL WARRANTY DEED RECORDED MARCH 21, 2016 AS ENTRY NO. 2783749 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; BEGINNING AT A POINT LOCATED 1266.6 FEET SOUTH 00°25'02" WEST ALONG THE CENTERLINE OF 5900 EAST STREET AS DETERMINED BY THE RACCASI SUBDIVISIOIN RECORDED BOOK 54, PAGE 55 OF THE WEBER COUNTY PLAT RECORDS. FROM THE MONUMENTED LOCATON OF THE NORTH QUARTER CORNER OF SAID SECTION 11; RUNNING THENCE SOUTH 89°51'17" EAST 1515.7 FEET ALONG A LINE AND LINE EXTENDED BEING THE SAME AS DEEDED BY WARRANTY DEED RECORDED AS ENTRY NUMBER 2430584 ON AUGUST 19, 2009, TO THE BOUNDARY OF U.S.A. PROPERTY AS MONUMENTED BY U.S. FOREST SERVICES BRASS CAPS AND DEEDED; THENCE THE FOLLOWING 5 COURSES ALONG SAID MONUMENTED U.S.A. PROPERTY BOUNDARY, 1) SOUTH 45°14'22" WEST 280.2 FEET TO A U.S. FOREST SERVICE ALUMINUM CAP, 2) SOUTH 88°25'18" WEST 379.5 FEET TO A U.S. FOREST SERVICE ALUMINUM CAP, 3) NORTH 76°29'38" WEST 634.2 FEET TO A U.S. FOREST SERVICE ALUMINUM CAP, 4) SOUTH 00°20'41" EAST 383.1 FEET TO A U.S. FOREST SERVICE ALUMINUM CAP, 5) NORTH 89°54'11" WEST 326.4 FEET MORE OR LESS TO SAID CENTERLINE 5900 EAST STREET; THENCE NORTH 00°25'02" EAST 446 FEET TO THE POINT OF BEGINNING.

## Schedule B Section 1 Requirements

Order Number: PH 15238

The following requirements must be met and completed to the satisfaction of the Company before its policy of title insurance will be issued:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate of interest, mortgage or lien to be issued.
2. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
3. Pay all general and special taxes now due and payable.
4. Pay all premiums, fees and charges for this report, and any Policy issued hereunder.
5. Provide the Company, in writing, with instructions as to the full nature of the transaction, including but not limited to: Names of any party not referred to in this commitment who will receive an interest in the land, or who will be named as a proposed insured (Owner and/or Lender) and amounts (Owners and/or Lenders) of policies to be issued. Additional requirements or exceptions may then be made.
6. TO BE DETERMINED

NOTICE TO APPLICANT: The land covered herein may be serviced by districts, service companies and/or municipalities which assess charges for water, sewer, electricity and other utilities, etc., which are not covered by this report or insured under a Title Insurance Policy.

## Schedule B Section 2 Exceptions

Order Number: PH 15238

Commitment Number:

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims 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. 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 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, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
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. 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.

Exception Numbers 1-7 will not appear in any Extended Coverage Policies to be issued hereunder.

8. Taxes for the year 2020 are a lien, not yet due.  
Taxes for the year 2019 have been paid in the amount of \$106.40. Tax Serial No. 20-008-0017.  
Taxes for the year 2019 have been paid in the amount of \$109.85. Tax Serial No. 20-008-0018.
9. Said property is located within the boundaries of Weber Basin Water Conservancy District, and Weber County Fire Protection Service Area No. 4, Eden Cemetery and Ogden Valley Parks Service Area and is subject to the charges and assessments levied thereunder.
10. Water rights, claims, or title to water.
11. 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.

(Continued)

## Schedule B Section 2 Exceptions-continued

Order Number: PH 15238

Commitment Number:

12. Any interest of Weber County to review the assessment of said property as it has been entitled to Assessment for Agricultural Use (Green Belt Amendment) pursuant to the provisions of Section 59-5-86, Utah Code Annotated, 1953, Notice of which is given in instrument recorded March 28, 2008, as Entry No. 2331069 of Official Records.
13. Any interest of Weber County to review the assessment of said property as it has been entitled to Assessment for Agricultural Use (Green Belt Amendment) pursuant to the provisions of Section 59-5-86, Utah Code Annotated, 1953, Notice of which is given in instrument recorded June 11, 2009, as Entry No. 2417271, of Official Records.
14. Any interest of Weber County to review the assessment of said property as it has been entitled to Assessment for Agricultural Use (Green Belt Amendment) pursuant to the provisions of Section 59-5-86, Utah Code Annotated, 1953, Notice of which is given in instrument recorded October 30, 2009, as Entry No. 2442252, of Official Records.
15. Any interest of Weber County to review the assessment of said property as it has been entitled to Assessment for Agricultural Use (Green Belt Amendment) pursuant to the provisions of Section 59-5-86, Utah Code Annotated, 1953, Notice of which is given in instrument recorded September 26, 2013, as Entry No. 2657310, of Official Records.
16. Any interest of Weber County to review the assessment of said property as it has been entitled to Assessment for Agricultural Use (Green Belt Amendment) pursuant to the provisions of Section 59-5-86, Utah Code Annotated, 1953, Notice of which is given in instrument recorded August 1, 2016, as Entry No. 2806539, of Official Records.
17. Subject to the rights of the Weber County Assessor to assess property/improvements not previously assessed.
18. An Ordinance Creating and Establishing a County Service Area: Weber County Fire Protection Service Area No. 4 - Fire Protection and the terms, conditions and limitations contained therein:  
Recorded: December 22, 1981  
Entry No.: 849262  
Book/Page: 1394/1772
19. Resolution No. 23-2005 creating and establishing a Special Service District throughout all of Weber County, to be known as the "Weber Area Dispatch 911 and Emergency Services District", and the terms, conditions and limitations contained therein:  
Recorded: January 24, 2006  
Entry No.: 2156401
20. Resolution No. 27-2012 confirming the tax to be levied for Municipal Services provided to the Unincorporated Area of Weber County and described the Services to be provided therein and the terms, conditions and limitations contained therein:  
Recorded: December 13, 2012  
Entry No.: 2610456
21. Certificate of Creation of the Northern Utah Environmental Resource Agency ("NUERA") and the terms, conditions and limitations contained therein:  
Recorded: January 20, 2015  
Entry No.: 2718461

(Continued)

## Schedule B Section 2 Exceptions-continued

Order Number: PH 15238

Commitment Number:

22. Affidavit - Resolution Establishing The Ogden Valley Transmitter/Recreation Special Service District and the terms, conditions and limitations contained therein:  
Recorded: March 9, 2015  
Entry No.: 2725109
23. Joint Resolution of Ogden Valley Parks Service Area (Resolution 4) and Eden Park Service District (Resolution 3) Approving an Adjustment of the Services Areas' Common Boundary and the terms, conditions and limitations contained therein:  
Recorded: November 9, 2017  
Entry No.: 2889196
24. Any rights, interests or easements in favor of the State of Utah, the United States of America, or the public which exist or are claimed to exist in and over the waters, bed and banks of Pine View Reservoir.
25. Any adverse claim based upon the assertion that: a) Some portion of the land forms the bed or bank 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 to any law or governmental regulation pertaining to wetlands.
26. Any rights, interests or easements in favor of the Public, or others entitled thereto, to use for street purposes that portion of the subject land lying within the boundaries of 5900 East Street.
27. Any easements and/or rights of way for the water distribution system and appurtenances of the Huntsville Waterworks Corporation and/or the State of Utah Board of Water Resources, as the same may be found to intersect the herein described property, as disclosed by mesne instruments of record, including that certain Agreement To Use Distribution System recorded May 17, 1996, as Entry No. 1406849, in Book 1806, at Page 2939, of Official Records. (Exact location not disclosed)
28. Covenants, Conditions, Restrictions and/or Easements, except color, creed, national origin, religion, sex, handicap or familial status, unless and only to the extent that said Covenants (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicap persons contained in instrument:  
Recorded: February 12, 2007  
Entry No: 2241568
- Purported release removing APN 20-008-0014 disclosed by Special Warranty Deed, note not all parties signed off on document, recorded March 21, 2016 as Entry No. 2783749 of Official Records.
29. Boundary Line Agreement and the terms, conditions and limitations contained therein:  
Recorded: February 12, 2007  
Entry No.: 2241572
30. Notice of Non-buildable Parcel and the terms, conditions and limitations contained therein:  
Recorded: April 22, 2020  
Entry No.: 3049409
31. The rights of the public to use or pass through the land for recreational purposes and/or access to the waterway known as the Pineview Reservoir provided that such public rights have been or may be established by documented or otherwise proven use for a period of time.

(Continued)

## Schedule B Section 2 Exceptions-continued

Order Number: PH 15238

Commitment Number:

32. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.
33. 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.
34. Mechanics or materialmen's liens, if any, which do not appear of record.
35. Any matters that might be disclosed by an accurate survey of said premises.
36. The rights of parties in possession of subject property under unrecorded Contracts, Leases, Rental or Occupancy Agreements and any claims and/or liens thereunder.
37. Rights or claims of parties in possession.
38. The Company specifically excepts any and all matters pending against any lessee or tenant, being on or off record, including but not limited to, bankruptcies, judgment liens, Federal and State Tax Liens, etc., and makes no certification as to the checking of judgments, tax liens, or other encumbrances created by any lessee or tenant.

NOTE: The following names have been checked for judgments:

EVERGREEN RANCH, LC, a Utah limited liability company

No unsatisfied judgments appear of record in the last eight years except as shown herein.

The Owner's Policy of title insurance committed for in this Commitment, if any, shall contain, in addition to the Items set forth in Schedule B-Section 2, thence following items: (1) The Deed of Trust, if any, required under Schedule B-Section 1, Item (b). (2) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.

NOTICE TO APPLICANT: 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: 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 are evidence in the Public Records. The applicant 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.

ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM 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.

THIS COMMITMENT (PRELIMINARY REPORT) IS NOT AN ABSTRACT, EXAMINATION, REPORT, OR REPRESENTATION OF FACT OR TITLE AND DOES NOT CREATE AND SHALL NOT BE THE BASIS OF ANY CLAIM FOR NEGLIGENCE, NEGLIGENT MISREPRESENTATION OR OTHER TORT CLAIM OR ACTION. THE SOLE LIABILITY OF COMPANY AND ITS TITLE INSURANCE AGENT SHALL ARISE UNDER AND BE GOVERNED BY THE CONDITIONS OF THE COMMITMENT.

This Commitment is subject to a \$200.00 Cancellation Fee. Said Cancellation Fee will be credited to Policy amount.

PHILLIPS-HANSEN LAND TITLE COMPANY  
Schedule B-2

Please make any inquires for Title questions to Bruce Evans, Phone No. (435) 723-6806.