

SCHEDULE A

1. Effective Date: September 14, 2022 at 3:34PM
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:

JEFF BUTLER and LISA BUTLER, husband and wife, as joint tenants

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

PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SECTION LINE, SAID POINT BEING S00°34'18"W 2293.42 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 32 (SAID NORTH QUARTER CORNER BEING N00°34'18"E 5291.31 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 32); THENCE S00°34'18"W ALONG THE SECTION LINE, 196.50 FEET; THENCE N89°10'57"W 190.82 FEET; THENCE S00 54'14"W 150.00 FEET TO AN EXISTING FENCELINE; THENCE ALONG SAID FENCELINE THE FOLLOWING THREE (3) COURSES: (1) N89°10'57"W 1138.90 FEET; (2) N00°49'03"E 346.50 FEET; (3) S89°10'57"E 1329.11 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THAT PORTION OF 4700 WEST STREET (SR-134) BEING DEDICATED FOR PUBLIC RIGHT-OF-WAY.

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

For informational purposes only.
The property address is purported to be:
2843 South 4700 West, Ogden, UT 84401



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

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

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.

To Be Determined

LISA BUTLER and JEFF BUTLER



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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 2023, and subsequent years, not yet due and payable.
Tax Parcel No. 15-086-0030.
Taxes for the year 2021 were assessed in the amount of \$187.17 and are now paid.
Taxes for the year 2022 were assessed in the amount of \$174.64 and will become delinquent if not paid by November 30, 2022.

Tax Parcel No. 15-086-0031.
Taxes for the year 2021 were assessed in the amount of \$2,390.29 and are now paid.
Taxes for the year 2022 were assessed in the amount of \$2,981.91 and will become delinquent if not paid by November 30, 2022.
9. Said property is included within the boundaries of Ogden City, Weber County and Taxing District No. 516, and is subject to the charges and assessments thereof.
10. Subject to all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines, and right of way and easements thereof.



11. AGREEMENT
Between: THE STATE OF UTAH, acting through the BOARD OF WATER RESOURCES AND THE WILSON IRRIGATION COMPANY
Dated: November 16, 1990
Recorded: May 17, 1996
Entry No: [1406857](#)
Book/Page: 1806/2976
(No Exact Location)

EASEMENT TO USE DISTRIBUTION SYSTEM
Grantor: WILSON IRRIGATION COMPANY
Grantee: STATE OF UTAH, acting through the BOARD OF WATER RESOURCES
Dated: October 25, 1990
Recorded: May 17, 1996
Entry No: [1406858](#)
Book/Page: 1806/2985
12. EASEMENT AND CONDITIONS CONTAINED THEREIN:
Grantor: LORENZO A. HADLEY and LETHA M. HADLEY
Grantee: UTAH POWER AND LIGHT COMPANY
Dated: July 28, 1960
Recorded: October 20, 1960
Entry No: [344464](#)
Book/Page: 660/352
(Affects South 3 feet)
13. RESOLUTION NO. 23-2005 creating the Weber Area Dispatch 911 and Emergency Services District
Recorded: January 24, 2006
Entry No: [2156401](#)
14. 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 December 3, 2015, and recorded February 17, 2016, as Entry No. [2778455](#), 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.
15. CERTIFICATE OF CREATION creating Northern Utah Environmental Resource Agency
Recorded: January 20, 2015
Entry No: [2718461](#)
16. NOTICE OF IMPENDING BOUNDARY ACTION
Recorded: August 1, 2017
Entry No: [2870842](#)
17. Boundary Line Conflict with Parcel No. 15-086-0001, as evidenced by Warranty Deed from LORENZO HADLEY, a.k.a LORENZO A. HADLEY and LETHA M. HADLEY, husband and wife to UTAH POWER AND LIGHT COMPANY recorded February 24, 1959 as Entry No. [308946](#) in Book 604 at Page 638.

18. Boundary Line Conflict with Parcel No. 15-086-0002, as evidenced by Quit Claim Deed from MONTY J. HADLEY and KAY S. HADLEY to MONTY J. HADLEY and KAY S. HADLEY, Trustees of the MONTY AND KAY HADLEY FAMILY TRUST, dated the 12th day of March, 2004 recorded February 10, 2005 as Entry No. [2085011](#).
19. Boundary Line Conflict with Parcel No. 15-086-0012, as evidenced by Quit Claim Deed from AUGUST G. FAVERO and LORA M. FAVERO to FAVERO FARMS, L.C., a Utah limited liability company recorded May 25, 1995 as Entry No: [1346962](#) in Book 1758 at Page 204.
20. Any matters that might be disclosed by an accurate survey of said premises.
21. DEED OF TRUST
Trustor: JEFF BUTLER and LISA BUTLER
Trustee: MARK A. GIBBONS
Beneficiary: UNITED STATES OF AMERICA, acting through the FARM SERVICE AGENCY, UNITED STATES DEPARTMENT OF AGRICULTURE
Amount: \$50,000.00
Dated: February 24, 2016
Recorded: February 26, 2016
Entry No.: [2780188](#)
22. DEED OF TRUST
Trustor: JEFF BUTLER and LISA BUTLER
Trustee: MARK A. GIBBONS
Beneficiary: UNITED STATES OF AMERICA, acting through the FARM SERVICE AGENCY, UNITED STATES DEPARTMENT OF AGRICULTURE
Amount: \$80,000.00
Dated: November 21, 2016
Recorded: November 30, 2016
Entry No.: [2829132](#)
23. DEED OF TRUST
Trustor: JEFFERY MAX BUTLER and LISA BUTLER
Trustee: BRUCE RICHESON, SED
Beneficiary: UNITED STATES OF AMERICA, acting through the FARM SERVICE AGENCY, UNITED STATES DEPARTMENT OF AGRICULTURE
Amount: \$34,500.00
Dated: November 28, 2017
Recorded: January 9, 2018
Entry No.: [2899331](#)
24. DEED OF TRUST
Trustor: JEFFERY MAX BUTLER and LISA BUTLER
Trustee: BRUCE RICHESON, SED
Beneficiary: UNITED STATES OF AMERICA, acting through the FARM SERVICE AGENCY, UNITED STATES DEPARTMENT OF AGRICULTURE
Amount: \$37,000.00
Dated: July 2, 2018
Recorded: July 2, 2018
Entry No.: [2928753](#)

25. DEED OF TRUST
Trustor: JEFF BUTLER and LISA BUTLER, husband and wife as joint tenants
Trustee: PAUL M. HALLDAY, JR. HALLIDAY & WATKINS, P.C.
Lender: UNITED WHOLESALE MORTGAGE
Beneficiary: Mortgage Electronic Registration Systems, Inc., (MERS), acting solely as a nominee for Lender and Lender's successors and assigns
Amount: \$274,000.00
Dated: August 10, 2020
Recorded: August 14, 2020
Entry No.: 3076640

REQUEST FOR NOTICE
By: AMERICA FIRST FEDERAL CREDIT UNION
Recorded: May 17, 2022
Entry No: [3236431](#)

26. DEED OF TRUST
Trustor: JEFF BUTLER and LISA BUTLER
Trustee: AMERICA FIRST FEDERAL CREDIT UNION
Beneficiary: AMERICA FIRST FEDERAL CREDIT UNION
Amount: \$100,000.00
Dated: March 15, 2022
Recorded: March 17, 2022
Entry No.:[3224565](#)

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:

None

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.



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.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.

