

**SCHEDULE A**

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1. Effective Date: May 19, 2020 at 3:17PM
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 AND 2: TROY GREEN and VICTORIA GREEN, 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:

**See Attached Exhibit A Legal Description**

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 Tennille Forsberg (801) 416-8900

For informational purposes only.  
The property address is purported to be:  
7522 East 1400 North, Huntsville, UT 84317  
, Huntsville, UT 84317



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

**SCHEDULE A**

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**EXHIBIT A**

Legal Description

PARCEL 1: All of Lot 8, 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: PART OF THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; BEGINNING AT A POINT SOUTH 89°02'55" WEST 2330.39 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 6, (SAID POINT BEING THE NORTHWEST CORNER OF THE HINCKLEY'S INC. PROPERTY TAX SERIAL NO. 21-005-0022) RUNNING THENCE SOUTH 1°38' WEST 800 FEET, THENCE WEST TO THE EAST LINE OF LOT 8, MIDDLE FORK RANCHES, THENCE NORTH 0°22'27" 800 FEET ALONG SAID SUBDIVISION TO THE QUARTER SECTION LINE TO THE NORTHEAST CORNER OF LOT 8, THENCE NORTH 89°02'55" EAST 58.6 FEET TO THE POINT OF BEGINNING.



**SCHEDULE B**

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**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

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**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.

TROY GREEN and VICTORIA GREEN



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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. The Lien of Real Estate Taxes or assessments imposed on the title by a governmental authority that are not shown as existing Liens in the Records of any taxing authority that levies taxes or assessments on real property or in the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, claims of easement or encumbrances that are not shown in the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land and not shown in the Public Records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
8. Taxes for the year 2020, and subsequent years, not yet due and payable.  
Tax Parcel No. 21-048-0008. Taxes for the year 2019 were paid in the amount of \$4,699.70  
Tax Parcel No. 21-005-0036. Taxes for the year 2019 were paid in the amount of \$0.61
9. Said property is included within the boundaries of Weber Area Dispatch 911 and Emergency Services District, Weber County Schools, Weber Fire District, Huntsville Hollow Sewer Dist., Ogden Valley Natural Gas Improvement District, and is subject to the charges and assessments thereof.
10. RESOLUTION NO. 23-2005 creating the Weber Area Dispatch 911 and Emergency Services District  
Recorded: January 24, 2006  
Entry No: [2156401](#)

The following exceptions affect Parcel 1:

11. Easements, Notes, Restrictions, Reservations, Setback lines, Warnings and any other matters as delineated and/or dedicated on the Official Recorded Plat.
12. 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



13. ORDINANCE NO. 12-81  
Recorded: December 22, 1981  
Entry No: 849262  
Book/Page: 1394/1772

14. AGREEMENT  
Recorded: May 17, 1996  
Entry No: 1406852  
Book/Page: 1806/2958

EASEMENT AND CONDITIONS CONTAINED THEREIN:  
Grantor: MOUNTAIN CANAL IRRGAION ASSOCIATION  
Grantee: BOARD OF WATER RESOURCES  
Dated: September 1, 1989  
Recorded: May 17, 1996  
Entry No: 1406855  
Book/Page: 1806/2974

15. DEED COVENANT  
Recorded: February 10, 2010  
Entry No: 2458081

16. EASEMENT AND CONDITIONS CONTAINED THEREIN:  
Grantor: TROY GREEN & VICTORIA GREEN  
Grantee: PACIFICORP, an Oregon Corporation, d/b/a ROCKY MOUNTAIN POWER  
Recorded: February 4, 2011  
Entry No: 2514307

NOTICE OF MORTGAGE  
Recorded: April 11, 2011  
Entry No: 2522856

17. 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](#)

18. CERTIFICATE OF CREATION creating Northern Utah Environmental Resource Agency  
Recorded: January 20, 2015  
Entry No: [2718461](#)

19. AFFIDAVIT  
Recorded: March 9, 2015  
Entry No: 2725109



20. CERTIFICATE OF ANNEXATION

Recorded: December 28, 2017

Entry No: [2897532](#)

NOTICE OF IMPENDING BOUNDARY ACTION

Recorded: December 28, 2017

Entry No: [2897533](#)

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 (RESOLUTION 5) APPROVING AN ADJUSTMENT OF THE DISTRICTS BOUNDARY

Recorded: December 28, 2017

Entry No: [2897535](#)

21. 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, and recorded August 31, 2018, as Entry No. 2939427, 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.

The following exceptions affect Parcel 2:

22. 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.
23. 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](#)
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, and recorded August 31, 2018, as Entry No. 2939427, 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. Rights of ingress and/or egress from a dedicated street or highway are not disclosed of record, and such rights will be excluded from the coverage of our Policy.

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**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 MARILYN S. FROERER to TROY GREEN and VICTORIA GREEN, as joint tenants recorded December 30, 2010 as Entry No. 2509363 in Book/Page N/A

Quit Claim Deed from ZANE B. FROERER to TROY GREEN and VICTORIA GREEN, as joint tenants recorded March 4, 2010 as Entry No. 2461354 in Book/Page N/A

**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.

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.

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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.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.

