

**SCHEDULE A**

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1. Effective Date: September 15, 2021 at 9:09AM
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: MONICA FAVERO THOMA and JACOB TODD THOMA, as joint tenants**

**Parcel 2: ROBERT L. FAVERO and KATHRYN H. FAVERO, husband and wife as joint tenants and ROBERT LAMAR FAVERO, as their interest may appear**

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

**Parcel 1: Lot 400 of SUMMERSET FARMS PHASE 4, according to the official plat thereof, on file and of record in the office of the Recorder of Weber County, Utah.**

**Parcel 2: Lot 401 of SUMMERSET FARMS PHASE 4, according to the official plat thereof, on file and of record in the office of the Recorder of Weber County, Utah.**

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:  
2315 South 3500 West, Ogden, UT 84401  
2299 South 3500 West, Ogden, UT 84401



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

**all**

## **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.

MONICA FAVERO THOMA and JACOB TODD THOMA and ROBERT L. FAVERO and KATHRYN H. FAVERO



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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 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.
8. Taxes for the year 2022, and subsequent years, not yet due and payable.  
Parcel 1: Tax Parcel No. 15-742-0001. Taxes for the year 2021 were assessed in the amount of \$2,012.55 out of 15-078-0046, and will become delinquent if not paid by November 30, 2021; and out of 15-078-0163 were assessed in the amount of \$422.21, and will become delinquent if not paid by November 30, 2021.  
  
Parcel 2: Tax Parcel No. 15-742-0002. Taxes for the year 2021 were assessed in the amount of \$2,875.54 out of 15-078-0164, and will become delinquent if not paid by November 30, 2021; and out of 15-078-0165 were assessed in the amount of \$132.08, and will become delinquent if not paid by November 30, 2021.
9. The herein described premises lies within the Ogden City and Service District 514 and may be subject to special assessments and/or additional mill levy.
10. Easements, Notes, Restrictions, Reservations, Setback lines, Warnings and any other matters as delineated and/or dedicated on the Official Recorded Plat.



11. EASEMENT AND CONDITIONS CONTAINED THEREIN:  
Grantor: LORIN F. FARR  
Grantee: AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING  
Dated: May 9, 1929  
Recorded: May 31, 1929  
Book/Page: S/153
12. AGREEMENT  
By and Between: THE STATE OF UTAH, acting through the BOARD OF WATER RESOURCES and THE WILSON IRRIGATION COMPANY  
Recorded: May 17, 1996  
Entry No: 1406857  
Book/Page: 1806/2976  
  
EASEMENT TO USE DISTRIBUTION SYSTEM  
Grantor: THE WILSON IRRIGATION COMPANY  
Grantee: THE STATE OF UTAH, acting through the BOARD OF WATER RESOURCES  
Recorded: May 17, 1996  
Entry No: 1406858  
Book/Page: 1806/2985
13. EASEMENT AND CONDITIONS CONTAINED THEREIN:  
Grantor: ROGER K. FAVERO, Trustee of the GIOVANNI FAVERO JR. FAMILY LIVING TRUST dated April 23, 1999  
Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT  
Dated: March 26, 2001  
Recorded: April 2, 2001  
Entry No: 1761412  
Book/Page: 2127/2671  
(Affects Parcel 1)
14. Subject to the Right of Way as found in that certain Warranty Deed filed in the office of the Weber County Recorder as Entry No. 537242 on July 8, 1970. (Affects Parcel 3)
15. Subject to the rights of Wilson Canal by reason of any portion of the parcels which may be within the canal right of way and subject to the canal company rights, if any, to use adjoining property to the canal for a right of way for their equipment to maintain said canals.
16. RESOLUTION NO. 27-2012  
A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY, UTAH, CONFIRMING THAT 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
17. CERTIFICATE OF CREATION creating Northern Utah Environmental Resource Agency  
Recorded: January 20, 2015  
Entry No: 271846

18. CERTIFICATE OF CREATION OF THE WESTERN WEBER PARK DISTRICT  
Recorded: August 1, 2017  
Entry No: 2870841
19. WEBER COUNTY IMPROVEMENTS GUARANTEE AGREEMENT  
Recorded: March 24, 2021  
Entry No: 3137574
20. DEFERRING PUBLIC IMPROVEMENTS AGREEMENT  
Recorded: March 24, 2021  
Entry No: 3137573
21. DEED OF TRUST  
Trustor: ROBERT LAMAR FAVERO and KATHRYN H. FAVERO  
Trustee: ASSOCIATED TITLE COMPANY  
Beneficiary: ROGER K. FAVERO and JERRIE E. FAVERO  
Amount: \$18,000.00  
Dated: November 24, 1995  
Recorded: December 4, 1995  
Entry No.: 1376627  
Book/Page: 1782/1789
22. DEED OF TRUST  
Trustor: ROBERT LAMAR FAVERO, a married man and ROGER K. FAVERO, a married man, as joint tenants  
Trustee: ZIONS FIRST NATIONAL BANK  
Beneficiary: ZIONS FIRST NATIONAL BANK  
Amount: \$101,525.00  
Dated: March 17, 2010  
Recorded: March 22, 2010  
Entry No.: 2463759  
Book/Page: N/A

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**NOTES:**

Exception numbered 1-6 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:

Warranty Deed from ROBERT L. FAVERO and KATHRYN H. FAVERO to MONICA FAVERO THOMA and JACOB TODD THOMA, as joint tenants recorded September 15, 2021 as Entry No. 3183781 in Book/Page N/A

Warranty Deed from GIOVANNI D. FAVERO, ROGER K. FAVERO, ROBERT L. FAVERO and LORI F. GUERRERO to ROBERT L. FAVERO and KATHRYN H. FAVERO, husband and wife as joint tenants recorded March 24, 2021 as Entry No. 3137572 in Book/Page N/A

Warranty Deed from ROBERT LAMAR FAVERO and KATHRYN H. FAVERO to ROBERT L. FAVERO recorded March 11, 2021 as Entry No. 3133749 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.

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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.



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