



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Old Republic National Title Insurance Company-Commercial

Issuing Office: 299 S. Main Street, Ste 120 Salt Lake City, UT 84111

Issuing Office's ALTA Registry ID: 1163247

File Number: 2591778FA

Loan ID Number:

Property Address: as referenced herein, under Property Address

COMMITMENT FOR TITLE INSURANCE SCHEDULE A

1. Commitment Date: February 18, 2025 at 8:00 AM

2. Policy or Policies to be issued:

(a) **2021 ALTA STANDARD OWNER'S POLICY**

Proposed Insured:

Amount of Insurance: To Be Determined

Premium:

(b) **2021 ALTA EXTENDED LOAN POLICY**

Proposed Insured: To Be Determined

Amount of Insurance: To Be Determined

Premium:

Endorsements: ALTA 8.1, 9, 22

Endorsement Amount:

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

**CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF
LATTER-DAY SAINTS, a Utah Corporation Sole**

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

See Attached Exhibit "A"

Property Address:

Unassigned

Ogden, Utah 84401

Tax ID: 15-078-0139

Unassigned

Ogden, Utah 84401

Tax ID: 15-078-0140

COUNTERSIGNED

Old Republic National Title Insurance Company



EXHIBIT "A"

PARCEL 1:

PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 1056 FEET WEST OF THE NORTHEAST CORNER OF SAID QUARTER SECTION; AND RUNNING THENCE WEST 1584 FEET TO THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 330 FEET; THENCE EAST 1584 FEET TO A POINT SOUTH OF BEGINNING; THENCE NORTH 330 FEET TO THE PLACE OF BEGINNING.

LESS AND EXCEPTING:

A PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, US SURVEY: BEGINNING AT A POINT 1551.42 FEET NORTH 89°09'03" WEST ALONG THE QUARTER SECTION LINE FROM THE NORTHEAST CORNER OF SAID QUARTER SECTION, SAID POINT BEING ON THE NORTHERLY BOUNDARY LINE OF THE PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED APRIL 5, 1977 AS ENTRY NO. 693788, IN BOOK 1170, AT PAGE 576; AND RUNNING THENCE NORTH 89°09'03" WEST 1088.58 FEET ALONG SAID NORTHERLY BOUNDARY LINE AND THE QUARTER SECTION LINE, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 0°50'57" WEST 330.00 FEET; THENCE SOUTH 89°09'03" EAST 1088.58 FEET, MORE OR LESS TO A POINT SOUTH 0°50'57" WEST OF BEGINNING; THECE NORTH 0°50'57" EAST 330.00 FEET TO SAID NORTHERLY BOUNDARY LINE AND THE POINT OF BEGINNING.

ALSO, LESS AND EXCEPTING:

A PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, US SURVEY: BEGINNING AT A POINT 1470.00 FEET NORTH 89°09'03" WEST ALONG THE QUARTER SECTION LINE FROM THE NORTHEAST CORNER OF SAID QUARTER SECTION, SAID POINT BEING ON THE NORTHERLY BOUNDARY LINE OF THE PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED APRIL 5, 1977, AS ENTRY NO. 693788, IN BOOK 1170, AT PAGE 576; AND RUNNING THENCE NORTH 89°09'03" WEST 81.42 FEET ALONG SAID NORTHERLY BOUNDARY LINE AND THE QUARTER SECTION LINE; THENCE SOUTH 0°50'57" WEST 330.00 FEET; THENCE SOUTH 89°09'03" EAST 81.42 FEET; THENCE NORTH 0°50'57" EAST 330.00 FEET TO SAID NORTHERLY BOUNDARY LINE AND THE POINT OF BEGINNING.

PARCEL 2:

A PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 1056 FEET NORTH 89°09'03" WEST ALONG THE QUARTER SECTION LINE (BEING THE NORTHERLY BOUNDARY LINE OF THE PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED APRIL 5, 1977, AS ENTRY NO. 693788, IN BOOK 1170, AT PAGE 576) AND 330.00 FEET SOUTH 0°50'57" WEST FROM THE NORTHEAST CORNER OF SAID QUARTER SECTION; AND RUNNING THENCE NORTH 89°09'03" WEST 414.00 FEET ON A PARALLEL LINE WITH SAID NORTHERLY BOUNDARY LINE; THENCE SOUTH 0°50'57" WEST 59.00 FEET; THENCE SOUTH 89°09'03" EAST 414.00 FEET; THENCE NORTH 0°50'57" EAST 59.00 FEET TO THE POINT OF BEGINNING.



**SCHEDULE B - I
ALTA COMMITMENT**

REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Obtain a copy of the Articles and/or Certificates of Organization, Incorporation, Bylaws, Operating Agreement or Partnership Agreement (whichever may apply) for: **Corporation of The Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole**



**SCHEDULE B - II
ALTA COMMITMENT
EXCEPTIONS**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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:

General Exception

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

Standard Exceptions

2. 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 assessment on real property or by the public records.
3. Any facts, interest, 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.
4. Easements, liens, encumbrances, or claims of easements, liens or encumbrances which are not shown by the public records
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, Indian treaty or aboriginal rights, including but not limited, easements or equitable servitudes, water rights, or claims or title to water.
7. Any liens, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

Note: General Exception 1 and Standard Exceptions 2 - 7 will be deleted on any extended coverage loan policy



Special Exceptions

8. 2024 General Property Taxes have been PAID in the amount of \$2,265.98. 2025 General Property Taxes are accruing as a lien and are not yet due and payable. Tax ID No.: 15-078-0139 (Parcel 1)
9. 2024 General Property Taxes have been PAID in the amount of \$404.66. 2025 General Property Taxes are accruing as a lien and are not yet due and payable. Tax ID No.: 15-078-0140 (Parcel 2)
10. Said property is located within the boundaries of Ogden, Weber County, and is subject to all assessments and service charges levied thereof. Tax District: 516
11. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, geothermal resources, uranium, clay, rock, sand and gravel in, on, and/or 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.
12. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
13. Subject to all existing roads, street, alleys, ditches, reservoirs, utilities, canals, pipelines, power poles, telephone, sewer, gas or water lines and rights of way and easements thereof.
14. Grant of Easement and/or Right-of-Way and the terms, conditions and limitations contained therein:
In favor of: American Telephone and Telegraph Company of Wyoming
Recorded: May 31, 1929
Entry No.: N/A
Book: [S of Liens & Leases](#)
Page: 153, of the Official Records
15. Grant of Easement and/or Right-of-Way and the terms, conditions and limitations contained therein:
In favor of: Central Weber Sewer Improvement District
Recorded: February 8, 2001
Entry No.: [1750930](#)
Book: 2115
Page: 1401, of the Official Records
16. Grant of Easement and/or Right-of-Way and the terms, conditions and limitations contained therein:
In favor of: Central Weber Sewer Improvement District
Recorded: March 13, 2001
Entry No.: [1757393](#)
Book: 2122
Page: 2402, of the Official Records



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17. Grant of Easement and/or Right-of-Way and the terms, conditions and limitations contained therein:
In favor of: Central Weber Sewer Improvement District
Recorded: March 13, 2001
Entry No.: [1757394](#)
Book: 2122
Page: 2407, of the Official Records
18. Grant of Easement and/or Right-of-Way and the terms, conditions and limitations contained therein:
In favor of: Central Weber Sewer Improvement District
Recorded: April 3, 2001
Entry No.: [1761823](#)
Book: 2128
Page: 1312, of the Official Records
19. The rights of parties in possession of subject property under unrecorded Contracts, Leases, Rental or Occupancy Agreements and any claim and/or claim liens thereunder.
20. NOTE: No existing Deed of Trust appears of record under the CURRENT OWNER(S). If this information is not correct, please notify the Company as soon as possible to provide information regarding the existing loan.

END OF SPECIAL EXCEPTIONS

NOTE: The following name(s) have been checked for judgments and no unsatisfied judgments appear of record, except as shown herein:

Buyer(s)/Borrower(s):

Seller(s): Corporation of The Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole

Other Parties: NONE

NOTE: FOR INFORMATIONAL PURPOSES ONLY: The following instrument(s) affecting said land is/are the last conveying instrument(s) filed for record within 24 months of the effective date OR the last recorded instrument vesting title to the land:

Warranty Deed (Parcel 1)
Grantor: Wallace L. Jones
Grantee: CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah Corporation Sole
Recorded: April 5, 1977
Entry No.: [693788](#)

Special Warranty Deed (Parcel 2)
Grantor: Gary G. Farr, as successor trustee of The Glen and Inez C. Farr Inter Vivos Revocable Trust under Trust Agreement dated July 30, 1981 which trust is also known as the The Flen and Inez C. Farr Trust under Trust Agreement dated July 30, 1981
Grantee: CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah Corporation Sole
Recorded: December 11, 2014
Entry No.: [2713944](#)

[Link](#) to View Property Tax Information, Parcel 1

[Link](#) to View Property Tax Information, Parcel 2

[Link](#) to View Property Sub-Plat Map



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For Escrow inquiries contact Forest Anthony, 801-515-7799 or fanthony@oldrepublictitle.com

If one of the Title Insurance Policies referenced in Schedule A is not purchased within six months of the Effective Date referenced in Schedule A, a cancellation charge will be assessed.

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. Upon request, the company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction. 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.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

File No. 2591778FA

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, (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 Amount of Insurance 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.

Issued through the Office of:
Old Republic National Title Insurance Company-Commercial
299 S. Main Street, Ste 120
Salt Lake City, UT 84111

Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By

President

Attest

Secretary



COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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; and
- 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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.



- c. 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.
- 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 IS 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 closing, settlement, escrow, or any other purpose.

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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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>.