

**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

File No.: 146871

**1. Effective Date:** February 05, 2016 at 8:00 AM

**2. Policy or Policies to be issued:**

**Amount of Insurance**

(a) A.L.T.A. Owner's Policy      2006 (Standard)

**Amount:  
Premium:**

Proposed Insured:

Hulon Development, L.L.C., a Utah Limited Liability Company

(b) A.L.T.A. Loan Policy      2006 (Extended)

**Amount:  
Premium:**

**Premium**

**3. The estate or interest in the land described or referred to in this Commitment is:**

Fee Simple

**4. Title to the said estate or interest in said land is at the Effective Date vested in:**

Hulon Development, L.L.C., a Utah Limited Liability Company

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

ALL OF LOTS 1 AND 2, MOUNTAIN PRIME SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF THE WEBER COUNTY RECORDER, STATE OF UTAH.

TOGETHER WITH AND SUBJECT TO A 20 FOOT SHARED ACCESS EASEMENT AS DISCLOSED ON PLAT RECORDED APRIL 30, 2015 AS ENTRY NO. 2733227

For information purposes only, the property address is purported to be:  
10360 East Highway 39, Huntsville, UT 84317  
10350 East Highway 39, Huntsville, UT 84317

**Old Republic National Title Insurance Company**



COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART I

File No. 146871

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 premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land/or the mortgage to be insured must be signed, delivered and recorded.
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. Payment to or for the account of the grantors or mortgagors or the full consideration for the estate or interest to be insured.
6. Proper instrument(s) creating the estate or interest to be insured executed and duly filed for record, to-wit:

**Old Republic National Title Insurance Company**



**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART II**

File No. 146871

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Water rights, claims to water or water rights, whether or not shown in the public records.
3. 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.
4. Any facts, rights, 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.
5. Easements, liens encumbrances, or claims of easements, liens or encumbrances which are not shown by the public records.
6. 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.
7. Taxes for the year 2015 have been paid in the amount of \$2,664.25 under prior serial number: 21-018-0007. Taxes for the year 2016 are accruing as a lien but are not yet due or payable.  
SERIAL NUMBER: 21-136-0001 and 21-136-0002

Lien arising as of 12 o'clock noon of January 1 for any unpaid personal property taxes which may be listed against the property described herein.

8. Said property is included within the following boundaries and is subject to any charges and assessments levied by them as a result of services provided.

GENERAL FUND, G O BOND FUND, LIBRARY, WEBER SCHOOL DISTRICT, STATEWIDE SCHOOL BASIC LEVY, MOSQUITO ABATEMENT DISTRICT, WEBER BASIN WATER – GENERAL, WEBER / MORGAN HEALTH, JUDGMENT LEVY - W.C., PARAMEDIC FUND, WEBER FIRE DISTRICT, STATE ASSESS & COLLECT / MULTI CO, ASSESS & COLLECT / COUNTY, OGDEN VALLEY GAS IMP DISTRICT, UNINCORP WEBER COUNTY, WEBER SCHOOL DIST JUDGMENT LEVY, WEBER AREA DISPATCH 911 AND EM. SERV. DIST.- (S-S), WEBER FIRE G.O. BOND - 2006 SERIES.

9. 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.
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

Dated: April 27, 2015

**Old Republic National Title Insurance Company**

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File No. 146871

ALTA Commitment Sch B II

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**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART II**

File No. 146871

By and Between: HOWARD KENT AND OWNER  
Recorded: April 30, 2015  
Entry Number: 2733228

**12. PROTECTIVE COVENANTS**

Dated: April 27, 2015  
Recorded: April 30, 2015  
Entry Number: 2733229

But omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (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.

**13. PROTECTIVE COVENANTS**

Dated: April 27, 2015  
Recorded: April 30, 2015  
Entry Number: 2733230

But omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (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.

**14. CERTIFICATE OF CREATION OF THE NORTHERN UTAH ENVIRONMENTAL RESOURCE AGENCY**

Dated: December 1, 2014  
Recorded: January 20, 2015  
Entry Number: 2718461

**15. SURVEYOR'S AFFIDAVIT**

Dated: July 22, 2015  
Recorded: August 03, 2015  
Entry Number: 2749004

**16. PETITION TO WEBER BASIN WATER CONSERVANCY DISTRICT FOR THE ALLOTMENT OF WATER**

By and Between: HULON DEVELOPMENT, LLC AND WEBER BASIN WATER CONSERVANCY DISTRICT  
Recorded: October 23, 2015  
Entry Number: 2762376

**17. PETITION TO WEBER BASIN WATER CONSERVANCY DISTRICT FOR THE ALLOTMENT OF WATER**

By and Between: HULON DEVELOPMENT, LLC AND WEBER BASIN WATER CONSERVANCY DISTRICT  
Recorded: October 23, 2015  
Entry Number: 2762377

**18. DEED OF TRUST**

Dated: May 29, 2015  
Amount: \$302,000.00  
Trustor: HULON DEVELOPMENT, L.L.C.  
Beneficiary: 1ST BANK, DIVISION OF GLACIER BANK

**Old Republic National Title Insurance Company**



COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART II

File No. 146871

Trustee: 1ST BANK, DIVISION OF GLACIER BANK  
Recorded: June 01, 2015  
Entry Number: 2738352

19. JUDGMENTS WERE CHECKED AGAINST THE FOLLOWING NAMES AND NONE WERE FOUND TO BE OF RECORD:

HULON DEVELOPMENT, LLC

20. A 24 MONTH VESTING CHAIN OF TITLE HAS BEEN DONE AND THE FOLLOWING ITEMS WERE FOUND TO BE OF RECORD.

A SPECIAL WARRANTY DEED RECORDED IN WEBER COUNTY ON JUNE 1, 2015 BY AND BETWEEN HOWARD KENT, INC. AND HULON DEVELOPMENT, L.L.C., A UTAH LIMITED LIABILITY COMPANY, RECORDED AS ENTRY NUMBER: 2738315.

21. NOTICE TO APPLICANT: THE LAND HEREIN MAY BE SERVICED BY CITIES, IMPROVEMENT DISTRICTS, OR UTILITY COMPANIES THAT PROVIDED MUNICIPAL TYPE SERVICES FOR WATER, SEWER, ELECTRICITY OR OTHER SERVICES THAT DO NOT RESULT IN A LIEN, BUT FOR WHICH SERVICES MAY BE TERMINATED IN THE EVENT OF NON-PAYMENT OF SERVICE CHARGES TO DATE OR TRANSFER FEES. ALTHOUGH THE COMPANY ASSUMES NO LIABILITY THEREFORE, YOU ARE URGED TO MAKE INVESTIGATION INTO SUCH MATTERS.

22. NOTE: 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.

END OF SCHEDULE B II

Old Republic National Title Insurance Company



# Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Florida corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

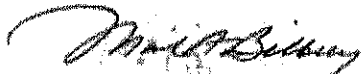

The Company will provide a sample of the policy form upon request.

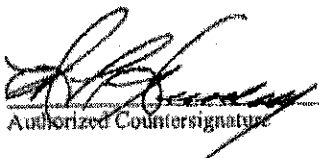
IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

*Continued on back page*

*Issued through the Office of  
Mountain View Title and Escrow  
5732 South 1475 East #100  
Ogden, UT 84403  
(801) 479-1191*

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
*A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111*

By  President  
Attest  Secretary

  
Authorized Countersignature

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at: <http://www.alfa.org/>.

# Mountain View Title and Escrow Privacy Policy Notice

## PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Mountain View Title and Escrow.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Rev. 08/28/01





**MOUNTAIN VIEW TITLE & ESCROW, INC.**  
LICENSED TITLE INSURANCE AGENCY

930 Chambers Street, Suite 3, So Ogden, UT 84403  
Phone: (801) 476-1191 Fax: (801) 476-1192

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We appreciate your order for the title work with our company on the property referenced below. Please use this sheet to reference information regarding this transaction.

**QUESTIONS?**

When calling our office regarding this transaction, please use the following information for reference:

**Escrow Officer:** Joann E. Summers  
Email: joann@mvte.com  
Phone: (801) 476-1191  
Fax: (801) 476-1192

**File Number:** 146871

**Property Address:** 10360 East Highway 39, Huntsville, UT 84317  
10350 East Highway 39, Huntsville, UT 84317

**Serial Number(s):** 21-136-0001 and 21-136-0002

**Buyer/Borrower(s):** Hulon Development, L.L.C., a Utah Limited Liability Company

Please review the title report and let us know any concerns or discrepancies you may be aware of that we can eliminate during the closing process.

Your business is very valuable to Mountain View Title and Escrow. We are ready and willing to provide you with the best customer service in the business. Please let us know if there is anything else you need.