

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A

File No. 01459-17260

1st Amendment

1. **Effective Date:** November 17, 2015 at 8:00 A.M.

2. **Policy or Policies To Be Issued:**

Amount of Insurance

(a) A.L.T.A. Owner's	2006 (Standard)	Amount Premium
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Proposed Insured:

CNV Investments INC., a Utah Corporation

(b) A.L.T.A.. Loan	2006 (Standard)	Amount Premium
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Proposed Insured:

Lender

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

Fee Simple

4. **Title to said estate or interest in said land is at the effective date hereof vested in:**

Corey Benson and Ben Harris, Trustees, or their successors in trust, under the Page Family Testamentary Trust, dated May 7, 2011

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

SEE EXHIBIT "A" ATTACHED HERETO

For information purposes only, the property address is purported to be:

01234 somewhere, Eden, UT 84310

EXHIBIT A  
LEGAL DESCRIPTION

A part of the Northwest Quarter of Section 2, Township 6 North, Range 1 East, Salt Lake Base & Meridian, U.S. Survey:

Beginning at a point 990.00 feet North 89°15'29" West and 264.10 feet South 0°44'31" West from the North Quarter Corner of said Section; running thence two (2) courses along an existing fence as follows: North 89°13'56" West 194.82 feet and North 0°16'09" East 220.24 feet to the South line of 1900 North Street; thence North 89°09'10" West 892.35 feet along said South line; thence South 0°44'31" West 33.00 feet; thence South 54°27'29" East 148.50 feet; thence South 27°15'29" East 162.16 feet to an existing fenceline extended; thence four (4) courses along said fenceline extended and an existing fence as follows: South 0°19'23" West 1019.24 feet; South 89°29'25" East 383.26 feet; North 85°40'18" East 21.33 feet and South 89°45'16" East 478.84 feet; thence North 0°44'58" East 1050.59 feet to the point of beginning.

**Together With and Less and Excepting:** Any and all portions conveyed in Boundary Line Agreement, recorded April 27, 2006 as Entry No. 2176007 of Official Records; and in Boundary Line Agreement, recorded December 1, 2008 as Entry No. 2377864 of Official Records.

Tax ID: 20-002-0081



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

File No.: 01459-17260- Amended No. 1st

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.
2. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
3. Pay all general and special taxes now due and payable.
4. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Assoc. or other recognized arbitrator a copy of which is available on request and can be obtained from the Company. Any decision reached by arbitration shall be binding upon both you and 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 property jurisdiction.
5. This Commitment will be subject to 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 of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment if not cleared prior to recordation of the insured interest.
6. Release(s), reconveyance(s), or satisfaction(s), of items to be paid off.
7. Notice to Applicant: If the applicant desires copies of the documents underlying any exception to coverage shown herein, the Company will furnish the same on request, if available, either with or without charge as appears appropriate.
8. Notice to Applicant: The land covered herein may be serviced by districts, service companies and/or municipalities, which assesses charges for water, sewer, electricity and any other utilities, etc. which are not covered by this report or insured under a title insurance policy.
9. Pay us the premiums, fees and charges for the policy. In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$120.00.
10. Standard Exceptions 1 - 7 of Schedule B, Section 2, will be eliminated from the ALTA Loan Policy and the ALTA Homeowner's Policy upon satisfaction of any underwriting requirements.



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

File No.: 01459-17260 - Amended No. 1st

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. 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.
3. 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.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
5. 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.
6. (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; ditch rights; (d) minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel and other hydrocarbons in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities related thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records. 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.
7. 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.
8. Taxes for the year 2015 have been paid in amount of \$ 171.69 Tax ID No. 20-002-0081.
9. 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, recorded February 2, 2015, as Entry No. 2720125, 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.
10. Said property is located within the boundaries of Weber County, Eden Cemetery, Weber County Fire Service Area 4, Ogden Valley Natural Gas Improvement District and is subject to the charges and assessments levied thereunder.
11. RESOLUTION NO. 23-2005, ESTABLISHING A SPECIAL SERVICE DISTRICT THROUGHOUT ALL OF WEBER COUNTY, TO BE KNOWN AS THE "WEBER AREA DISPATCH 911 AND EMERGENCY SERVICES DISTRICT" and the terms, conditions and limitations contained therein:  
Recorded: January 24, 2006  
Entry No.: 2156401
12. RESOLUTION NO. 27-2012 and the terms, conditions and limitations contained therein:



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PART II**

Recorded: December 13, 2012

Entry No.: 2610456

13. CERTIFICATE OF CREATION OF THE NORTHERN UTAH ENVIRONMENTAL RESOURCE AGENCY ("NUERA") and the terms, conditions and limitations contained therein:

Recorded: January 15, 2015

Entry No.: 2718461

14. AFFIDAVIT, Resolution Establishing the Ogden Valley Transmitter / Recreation Special Service District and the terms, conditions and limitations contained therein:

Recorded: March 9, 2015

Entry No.: 2725109

15. Any water rights or claims or title to water in or under the land.

16. 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. 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.

17. Rights of way for canals, laterals, ditches, roads and utilities, if any, over, under or across said land including, but not limited to, the following: 1900 North Street along the North.

18. Any loss or claim arising from the fact that the boundary of the herein described property is described as Pineview Reservoir along the South portion of subject property lying within 1173.3 feet East of the West line of said Section 2, which boundary may be subject to change and/or uncertainty

Subject to any state of government regulations and/or restrictions governing areas designated as "Wetlands". Excepting therefrom and excluding from coverage any matters which may arise from the fact that the boundary of subject property may be formed by the bed or bank of a lake, stream, or river.

19. RESERVATIONS CONTAINED IN RIGHT OF WAY DEED and the terms, conditions and limitations contained therein:

Recorded: November 23, 1936

Entry No.: 20811

Book/Page: 127/592

20. Any matters that might be disclosed by an accurate survey of said premises.

21. Mechanics or materialmen's liens, if any, which do not appear of record.

22. Rights of tenants as tenants only and rights or claims of parties in possession.

23. The Company specifically excepts any and all matters pending against any lessee or tenant, being on or off record, including but not limited to, bankruptcies, judgment liens, Federal and State Tax Liens, etc., and makes no certification as to the checking of judgments, tax liens, or other encumbrances created by any lessee or tenant.

**NOTE:** 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.



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PART II

**NOTE:** Judgments have been checked against the following:

The Page Family Testamentary Trust  
Corey Benson and Ben Harris, individually and as trustees  
CNV INVESTMENTS INC

There were NO judgments found.

