



*First American Title*

## First American Title Insurance Agency, LLC

### PRIVACY POLICY

#### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from public records or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our web site at [www.firstam.com](http://www.firstam.com).

#### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial services providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

#### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply.

#### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products and services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

## **CONDITIONS**

### **1. DEFINITIONS**

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.**
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.**

### **2. LATER DEFECTS**

**The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements are met. We shall have no liability to you because of this amendment.**

### **3. EXISTING DEFECTS**

**If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.**

### **4. LIMITATION OF OUR LIABILITY**

**Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:**

**comply with the Requirements**

**or**

**eliminate with our written consent any Exceptions shown in Schedule B**

**We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.**

### **5. CLAIMS MUST BE BASED ON THIS COMMITMENT**

**Any claims, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms**

21. Any prior reservations and/or any minerals in or under said land including, but not limited to metals, oil, gas, coal, stone and mineral rights, mining rights, lease rights and easement rights or other matters relating thereto, whether expressed or implied.
22. Any lack of approval and authorization for a lot division or boundary adjustment by a governing entity.

(The following affects all of the land, together with other land not included herein)

23. General property taxes for the year(s) 2016 are delinquent in the principal amount of \$3.08, plus interest, penalty and costs. Tax Parcel No. 10-048-0026.

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The name(s) Emerald Marketing & Technologies, Inc. and Davis Custom Meat Cutting Inc., has/have been checked for judgments, State and Federal tax liens, and bankruptcies and if any were found, are disclosed herein.

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Title inquiries should be directed to Mark Snyder @ (801)578-8835.

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**NOTE:** The policy(ies) to be issued as a result of this Commitment contain an Arbitration Clause set forth in the Conditions/Conditions and Stipulations Section. The following is included for the information of the proposed insured(s):

**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 Association or other recognized arbitrator, a copy of which is available on request from the company. 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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**In the event the transaction for which this commitment was ordered "cancels", please refer to Paragraph B under Schedule B, Section 1 for required cancellation fee.**

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12. An Easement to use Distribution Systems, dated September 20, 1961, with Warren Irrigation Company, a corporation, as Grantor in favor of The State of Utah, acting through the Board of Water Resources, Grantee, as easement to use the existing water distribution system of canals, ditches, pipelines and all appurtenant works and facilities of the Warren Irrigation Company a portion of the subject property. Said Easement recorded March 28, 1975 as Entry No. 634445 in Book 1081 at Page 1 of Official Records.

NOTE: The above easement purports to affect the subject property, but the exact location cannot be determined because of an incomplete legal description.

13. A Resolution under No. 27-201 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 as Entry No. 2610456 of Official Records.
14. Notice of Creation from the Northern Utah Environmental Resource Agency ("NUERA") dated October 28th, 2014 recorded January 20, 2015 as Entry No. 2718461 of Official Records.

(The following affects the Southerly portion of the property)

15. An easement over, across or through the land for gas transmission and distribution facilities and incidental purposes, as granted to Questar Gas Company, a corporation of the State of Utah by Instrument recorded May 09, 2016 as Entry No. 2792185 of Official Records.
16. An easement over, across or through the land for electric power transmission, distribution and communication lines and incidental purposes, as granted to Rocky Mountain Power, an unincorporated division of PacifiCorp, its successors and assigns by Instrument recorded May 09, 2016 as Entry No. 2792238 of Official Records.

NOTE: The above easement purports to affect the subject property, but the exact location cannot be determined because of an incomplete legal description.

17. An easement over, across or through the land for electric power transmission, distribution and communication lines and incidental purposes, as granted to Rocky Mountain Power, an unincorporated division of PacifiCorp, its successors and assigns by Instrument recorded May 11, 2016 as Entry No. 2792763 of Official Records.

NOTE: The above easement purports to affect the subject property, but the exact location cannot be determined because of an incomplete legal description.

18. Mechanics' and/or Materialmen's Lien claims if either work is started, any material delivered or service rendered, prior to the recordation of the Security Instrument to be insured.

LOSS OF PRIORITY under this provision may jeopardize the Company's ability to insure under an ALTA Lenders Policy.

The State Construction Registry discloses the following Preliminary Notice(s): NONE.

19. This exception has been deleted and will not appear in a final report or policy to be issued.
20. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

**SCHEDULE B - Section 2  
Exceptions  
Amendment No. 2**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

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.
2. 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 thereof.
3. Easements, claims of easements or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments and any other facts which a correct survey would disclose, and which are not shown by public records.
5. Patented and unpatented mineral and/or 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 heretofore or hereafter furnished, imposed by law and not shown by 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. This exception has been deleted and will not appear in a final report or policy to be issued.
9. Any charge upon the land by reason of its inclusion in Weber Basin Water Conservancy District, Weber County Fire Protection Service Area No. 4, Weber County Service Area No. 5 and West Warren Park.

(The following affects all of the land, together with other land not included herein)

10. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation.
11. Reservations contained in that certain Warranty Deed recorded December 30, 1965 as Entry No. 466465 in Book 825 at Page 541 of Official Records.

A Quitclaim of Easement recorded March 09, 1978 as Entry No. 731157 in Book 1229 at Page 638 of Official Records.

NOTE: The above easement purports to affect the subject property, but the exact location cannot be determined because of an incomplete legal description.

**SCHEDULE B - Section 1  
Requirements**

The following are the requirements to be complied with:

- (A) Pay us the premiums, fees and charges for the policy. In the event the transaction for which this commitment is furnished cancels, a cancellation fee may be imposed.
- (B) Provide us with releases, reconveyances or other instruments, acceptable to us, including payment of any amounts due, removing the encumbrances shown in Schedule B-2 that are objectionable to the proposed insured.
- (C) Provide us with copies of appropriate agreements, resolutions, certificates, or other evidence needed to identify the parties authorized to execute the documents creating the interest to be insured.
- (D) After we have received the information requested in these requirements, together with any other information about the transaction, we will have the right to add requirements to this Schedule B-1 or special exceptions to Schedule B-2.
- (E) Provide us with any information regarding personal property taxes which may have been assessed or are due and payable which could become a lien on the real property.
- (F) A Notice of Construction Loan must be filed in the State Construction Registry.
- (G) Approval by the Company's Underwriter of the contents hereof and satisfaction of any conditions or requirements imposed thereby.
- (H) Emerald Marketing & Technologies, Inc. to provide Insurer with a copy of a Certificate of Good Standing from its State of domicile.

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BEGINNING.

PARCEL 2:

A FULL AND UNCONDITIONAL USE FOR INGRESS AND EGRESS OVER AND ACROSS THAT CERTAIN RIGHT OF WAY AS DISCLOSED IN THAT CERTAIN QUIT CLAIM DEED RECORDED OCTOBER 02, 1990 AS ENTRY NO. 1120306 IN BOOK 1587 AT PAGE 1587, WEBER COUNTY RECORDS AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1815 FEET SOUTH FROM THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE MERIDIAN, AND RUNNING THENCE SOUTH 15 FEET; THENCE WEST 595.8 FEET; THENCE NORTH 15 FEET; THENCE EAST 595.8 FEET TO THE POINT OF BEGINNING.

**SCHEDULE A**

**Amendment No. 2**

**ESCROW/CLOSING INQUIRIES** should be directed to your Escrow Officer: **Susan Heiner at (801)479-6600 located at 5929 S. Fashion Pointe Drive, Suite 120, South Ogden, UT 84403.**

**Effective Date: December 30, 2016 at 7:30 a.m.**

1. Policy or (Policies) to be issued:

**ALTA 2006 Standard Owner's for \$ TBD**

**PREMIUM \$ TBD**

**Proposed Insured:**

**Davis Custom Meat Cutting Inc.**

**ALTA 2006 Extended Lender's for \$527,900.00**

**PREMIUM \$ 1,566.00**

**Proposed Insured:**

**Wells Fargo SBA Lending**

**Endorsements ALTA 25-06 (Same As Survey) \$50.00, CLTA 102.4-06 (Foundation) \$235.00, CLTA 122-06 (Date Down) 5@ \$200.00=\$1,000.00, CLTA 101.2 (Mechanic Lien Priority Insurance) \$157.00**

**PREMIUM \$ 1,442.00**

2. The estate or interest in the land described or referred to in this commitment and covered herein is **Fee simple as to Parcel 1 and an Easement as to Parcel 2** and title thereto is at the effective date hereof vested in:

**Emerald Marketing & Technologies, Inc.**

3. The land referred to in this Commitment is located in Weber County, UT and is described as:

**PARCEL 1:**

**PROPOSED DAVIS MEATS SUBDIVISION, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**A PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:**

**BEGINNING AT A POINT 1815.00 FEET SOUTH 0°30'42" WEST ALONG THE SECTION LINE FROM THE NORTHEAST CORNER OF SAID SECTION 27: AND RUNNING THENCE NORTH 89°10'00" WEST 580.80 FEET; THENCE NORTH 0°30'42" EAST 150.00 FEET; THENCE SOUTH 89°10'00" EAST 580.80 FEET; THENCE SOUTH 0°30'42" WEST 150.00 FEET TO THE POINT OF**

# COMMITMENT FOR TITLE INSURANCE

## ISSUED BY

**First American Title Insurance Agency, LLC**  
**5929 S. Fashion Pointe Drive, Suite 120, South Ogden, UT 84403**  
**Phone: (801)479-6600 | Fax: (866)464-4408**

FSBO

Attn:

January 20, 2017

Order Number: 338-5781008

Amendment No. 2

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RE: Davis Custom Meat Cutting Inc.

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

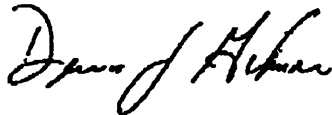
If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this commitment is limited by the following: (1) The Provisions in Schedule A. (2) The Requirements in Schedule B-1. (3) The Exceptions in Schedule B-2. (4) The Conditions on the inside cover page.

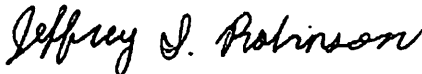
The Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

Underwritten by:

***First American Title Insurance Company***



Dennis J. Gilmore  
President



Jeffrey S. Robinson  
Secretary