

US TITLE INSURANCE AGENCY, LLC

**5929 S. FASHION POINTE DRIVE #210
SOUTH OGDEN, UTAH 84403
PHONE (801) 621-7131
FAX (801) 621-8010**

**JANUARY 29, 2019
US TITLE FILE: WB74089WW
AMENDMENT #5**

**RE: TERAKEE PROPERTIES
FIVE BLANCH PROPERTY LLC
NOT ASSIGNED
OGDEN, UT 84404**

LENDER:

**LISTING AGENT: UTAH EXECUTIVE REAL ESTATE LC
BRET AVERETT
1464 EAST RIDGELINE DR. #200 STE 200
SOUTH OGDEN, UT 84405
Fax #801-475-8484**

**SELLING AGENT: GOLDEN SPIKE REALTY
GARY HANCOCK
2609 N. MAIN ST
SUNSET, UT 84015
Fax #801-776-2785**

Thank you for placing the above-referenced order with US TITLE We look forward to working with you and will see that this transaction is handled in a timely and efficient manner.

**ESCROW OFFICER: Wendy Whitfield
E-MAIL: wwhitfield@ustitleutah.com**

**ESCROW ASSISTANT: Melanie Padovich
EMAIL: mpadovich@ustitleutah.com**

US TITLE FILE: WB74089WW

If you did not receive all the pages of this Commitment, please call (801) 621-7131.

SCHEDULE A

Order Number: WB74089WW
AMENDMENT #5

Effective Date: January 4, 2019 @ 8:00 a.m.

1.	Policy or Policies to be issued:	Amount	Premium
	(a) ALTA Owner's Policy:	\$2,000,000.00	\$5,046.00
	2006 Policy		
	Proposed Insured:		

TERAKEE PROPERTIES

(b) ALTA Loan Policy
2006 Policy
Proposed Insured:

Endorsements: 100 116 8.1 \$60.00

2. The estate or interest in the land described or referred to in this Commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

FIVE BLANCH PROPERTY LLC

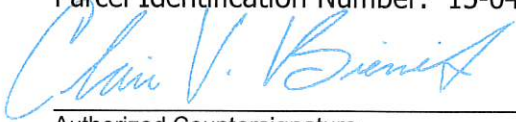
3. The land referred to in this Commitment is described as follows:

See Attached Exhibit "A"

Said property is located in WEBER County, State of Utah also known as:

NOT ASSIGNED
OGDEN, UT. 84404

Parcel Identification Number: 15-048-0037



Authorized Countersignature

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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EXHIBIT "A"

Part of the Southeast Quarter of Section 17, Township 6 North, Range 2 West, Salt Lake Base & Meridian, U.S. Survey: Beginning at a point being South 89°05'07" East 40.00 feet from the South Quarter corner of said Section 17, and running thence North 01°06'08" East 824.91 feet; thence South 88°53'33" East 387.20 feet; thence North 01°06'08" East 510.00 feet; thence South 88°53'33" East 1528.60 feet; thence South 0°57'19" West 1328.45 feet; thence North 89°05'07" West 1919.22 feet to the point of beginning.

Situated in WEBER County

Parcel Identification Number: 15-048-0037

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SCHEDULE B - SECTION 1
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 amounts for the estate or interest to be insured.
3. Pay us 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 property authorized, executed, delivered, and recorded in the Public Records.
5. 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.
6. This commitment and any requested endorsements must be submitted to our Underwriter for approval. U.S. Title Company may amend this commitment or add additional requirements at the underwriter's request to gain that approval. Failure to fulfill any additional requirements may result in a denial of coverage.
7. Copies of the Articles of Organization and the Operating Agreement for FIVE BLANCH PROPERTY LLC must be provided to the company as soon as possible before closing.
8. Copies of the Articles of Organization and the Operating Agreement for TERAKEE PROPERTIES must be provided to the company as soon as possible before closing.
9. Warranty Deed executed by FIVE BLANCH PROPERTY LLC to TERAKEE PROPERTIES conveying fee simple title.
10. Trust Deed securing your note executed by TERAKEE PROPERTIES.
11. Pay any amounts due under Exception No. 10.

(Continued)

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**SCHEDULE B - Section 1
Requirements (Continued)**

12. Release of Lis Pendens regarding Exception No. 20.
13. TO REMOVE EXCEPTION NUMBERS 2, 3 AND 4, FROM SCHEDULE B HEREOF, THE COMPANY MAY REQUIRE EITHER/OR AN ALTA/ASCM SURVEY OF LAND OR AN INSPECTION OF SAID PROPERTY AT THE OPTION OF THE COMPANY.
14. NOTICE TO APPLICANT: THE LAND HEREIN MAY BE SERVICED BY CITIES, TOWNS, COUNTIES, SERVICE DISTRICTS OR PRIVATE ENTITIES WHICH PROVIDE SERVICES TO THE LAND, INCLUDING, BUT NOT LIMITED TO WATER, SEWER, GARBAGE, ELECTRICITY, STREET LIGHTING, CURB AND GUTTER, ETC., FOR WHICH NO NOTICE OF ANY RIGHTS CLAIMED TO EXIST BY SUCH ENTITIES ARE SHOWN OF RECORD. YOU SHOULD MAKE AN INQUIRY INTO SUCH MATTERS, INCLUDING SEEING ARRANGEMENTS AS APPLICABLE TO ESTABLISH YOUR RIGHTS TO RECEIVE SAID SERVICES. THE COMPANY HAS NO OBLIGATION RELATING TO THE SERVICES OR THE CHARGES ARISING FROM SUCH SERVICES.

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SCHEDULE B - Section 2
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes of assessments on real property 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 said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary line, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claim: 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 theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. 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.

(Continued)

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SCHEDULE B - Section 2
Exceptions Continued

- 8. Taxes for the year 2019 now a lien, not yet due. General property taxes for the year 2018 were paid in the amount of \$20.42. Tax Parcel No. 15-048-0037.
- 9. PROPERTY IS LOCATED WITHIN THE FOLLOWING SPECIAL IMPROVEMENT DISTRICTS:
DISTRICTS: WEBER COUNTY
WEBER COUNTY SCHOOLS
WEST WEBER-TAYLOR CEMETERY
TAYLOR-W.WEBER CULINARY WATER
WEBER CO FIRE SERVICE AREA 4
WEBER AREA DISPATCH 911 AND EMERGENCY SERVICE
UNINCORPORATED WEBER COUNTY MUNICIPAL SERVICES
NORTHERN UTAH ENVIRONMENTAL RESOURCE AGENCY
WESTERN WEBER PARK DISTRICT
- 10. The effects of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded December 17, 2008, as Entry No. 2380754, of Official Records.
- 11. Any water rights or claims or title to water in or under the land.
- 12. Any rights, title, or interest in any minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds whether in solid, liquid, or gaseous form, and all steam and other forms of thermal energy on, in, or under the land.
- 13. All existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipelines, power poles, telephone, sewer, gas or water lines and rights-of-way and easements thereof.
- 14. Right of Way in favor of The Mountain States Telephone and Telegraph Company recorded November 1, 1918 in Book N at Page 165 of Official Records.
- 15. Rights of the public and others entitled thereto, to use for street and incidental purposes, that portion of the land lying within the boundaries of 900 South Street.

(Continued)

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SCHEDULE B - Section 2
Exceptions Continued

16. Declaration of Prescriptive Easement for irrigation pipelines and ditches in favor of the Hooper Irrigation Company recorded April 28, 2010 as Entry No. 2469868 of Official Records.
17. A check with the Utah Commerce Department shows Five Blanch Property, L.L.C. expired as of September 30, 2008, registered agent was Brad C. Smith.
18. Assignment by Claude C. Blanch of all his right, title and interest in Five Blanch Property LLC to Claude C. Blanch, Trustee of the Claude Christian Blanch Revocable Living Trust dated the 30th day of November, 2007, Assignment recorded April 27, 2009 as Entry No. 2407166 of Official Records.
19. Any matter that might be disclosed by a survey which complies with the "Minimum Standards for Property Boundary Surveys" for ALTA/NSPS Land Title Survey.
20. Notice of pendency of action by and between Claude C. Blanch, derivatively on behalf of Five Blanch Property, L.L.C., an expired Utah limited liability company as Plaintiff who's Attorney being Helgesen, Houtz & Jones P.C. and The Estate of Harold Blanch; Jan Farrell, an individual, Jan Farrell, as Trustee of the Harold Blanch Trust; Marilyn Royce, an individual, Marilyn Royce, as Trustee of The Royce Revocable Trust; Donene Briscoe, an individual; and Barbara Stuart an individual as Defendant, and Five Blanch Property L.L.C., an expired Utah limited liability company, Nominal Defendant filed in the Second Judicial District Court as Case No. 170901883 for the purpose of to enjoin any transfer or sale of this property and recorded March 31, 2017 as Entry No. 2850224 of Official Records.

* * * * *

According to the official records, there have been no documents conveying the land described herein within 24 Months prior to the date of this commitment. Except the following: NONE.

(Continued)

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SCHEDULE B - Section 2
Exceptions Continued

NOTE: The names of TERAKEE PROPERTIES and FIVE BLANCH PROPERTY LLC have been checked for Judgments and Tax Liens, etc., in the appropriate offices and if any were found would appear as Exceptions to title under Schedule B, Section 2 herein.

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: Wendy Whitfield at (801) 621-7131 at 5929 South Fashion Pointe Dr., Suite 210, South Ogden, Utah 84403.

NOTE: The Policy(ies) to be issued as a result of this Commitment may contain an Arbitration Clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

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**The First American Corporation
US 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 a public record 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 website at 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 service involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the 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 to you.

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 or 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 the 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 - Section 2 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 (a) and (c) of Schedule B - Section 1 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 shown in Schedule B - Section 1

or

eliminate with our written consent any Exceptions shown in Schedule B - Section 2.

We shall not be liable for more than the Policy 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 claim, 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.

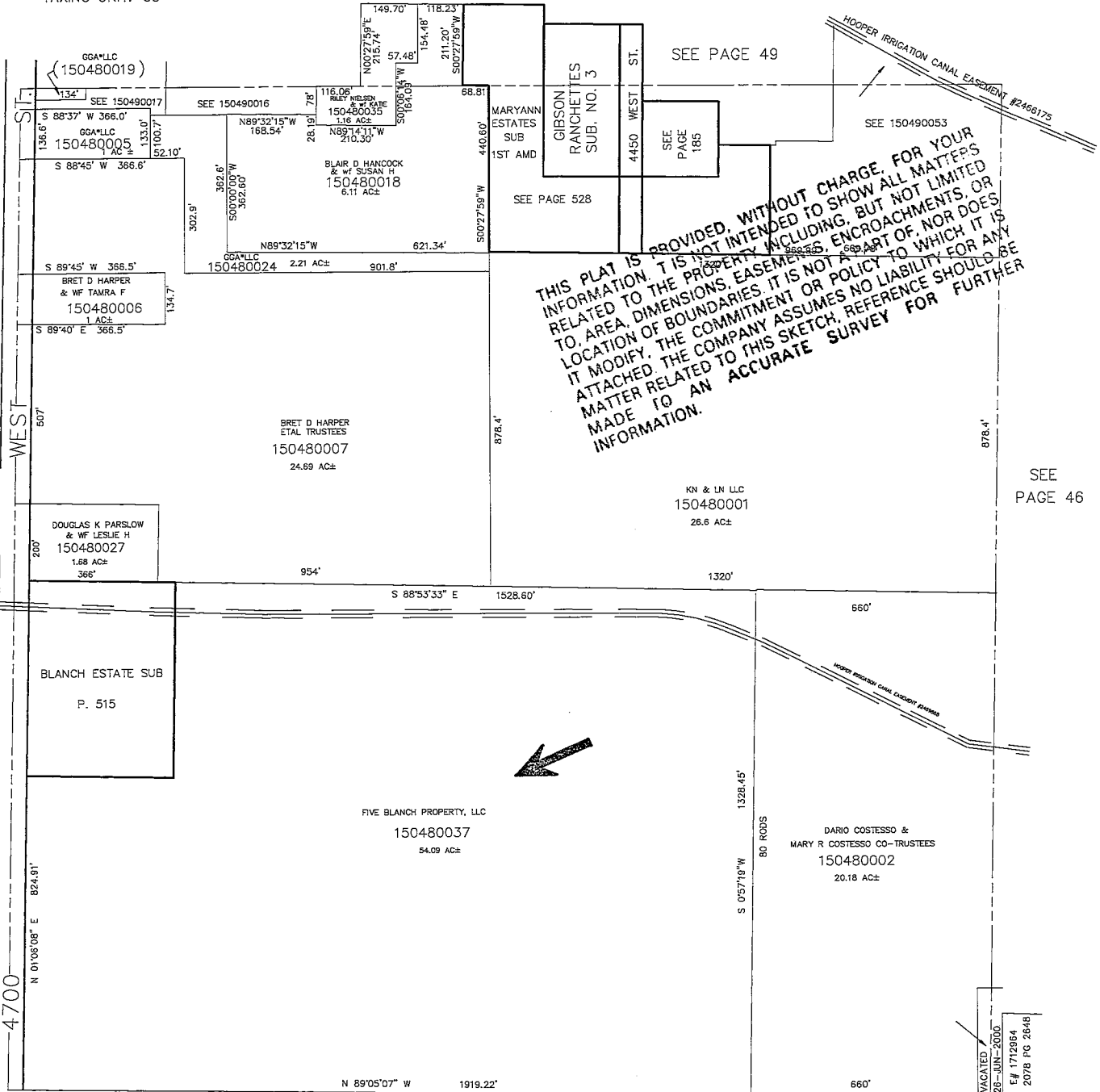
SECTION 17, T.6N., R.2W., S.L.B. & M.

SE. 1/4

IN WEBER COUNTY

SCALE 1" = 200'

TAXING UNIT: 53



THIS PLAT IS PROVIDED, WITHOUT CHARGE, FOR YOUR INFORMATION. IT IS NOT INTENDED TO SHOW ALL MATTERS RELATED TO THE PROPERTY INCLUDING, BUT NOT LIMITED TO, AREA, DIMENSIONS, EASEMENTS, ENCROACHMENTS, OR LOCATION OF BOUNDARIES. IT IS NOT A PART OF WHICH IT IS ATTACHED. THE COMPANY ASSUMES NO LIABILITY FOR ANY MATTER RELATED TO THIS SKETCH. REFERENCE SHOULD BE MADE TO AN ACCURATE SURVEY FOR FURTHER INFORMATION.

SEE PAGE 50

SEE PAGE 46

SEE PAGE 55

VACATED
26-JUN-2000
EJ# 1712854
BK 2078 PG 2648