

65 West 100 North Logan, UT 84321
 Phone: (435) 753-2467 Fax: (435) 752-2360
 CTC State License No. 1715

Commitment For Title Insurance

Commitment No. 00056874

<u>PROPERTY INFORMATION</u>		<u>ESCROW OFFICER</u>	
Address:	3100 South 5100 West Ogden, UT 84404	Name:	Nathan R. Webb
Seller:		Email:	nwebb@cachetitle.com
Buyer:	Bearing Point Investments, LLC, a Utah limited liability company	Direct Phone #:	4357539731
		State License No. #	UT88374

<u>LISTING AGENT</u>		<u>SELLING AGENT</u>	
Name:		Name:	
Brokerage:		Brokerage:	
Phone #'s:		Phone #'s:	
Email:		Email:	

<u>LENDER</u>		<u>MORTGAGE BROKER</u>	
Company Name:	Zions Bank	Company Name:	
Loan Officer:	Mike Hall	Loan Officer:	
Phone #'s:		Phone #'s:	
Email:	Michael.Hall@zionsbankcorp.com	Email:	

Attached is a Commitment for Title Insurance on the above referenced property. Cache Title Company will be handling the escrow services for your order and the title insurance policy will be issued after closing. If you have questions or concerns, please contact our office. We appreciate your business and look forward to serving you.

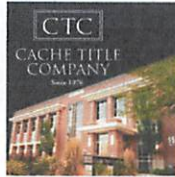
NOTES:



BEWARE! ONLINE BANKING FRAUD IS ON THE RISE.

Accepting wire and disbursement instructions by email is dangerous, especially changes to those instructions. Verify by calling the originator of the email using previously known contact information prior to sending funds.

PROVIDING EXCELLENT SERVICE SINCE 1976



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WARNING!

**WIRE AND ONLINE BANKING FRAUD
IS ON THE RISE.**

**Always telephone our office to verify wiring
instructions before wiring funds.**

**We strongly recommend you verify our phone
number from a reliable source, such as our
website, or a trusted telephone number and NOT
from an email requesting the wire transfer.**

**CACHE TITLE COMPANY WILL NOT BE HELD
RESPONSIBLE FOR ANY WIRES SEND BY YOU TO
AN INCORRECT BANK ACCOUNT.**

PROVIDING EXCELLENT SERVICE SINCE 1976

Commitment for Title Insurance

Commitment Number: **00056874 NW**



Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota 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 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.

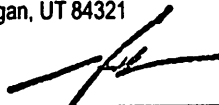
All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

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.


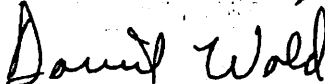
Continued on back page

Issued through the Office of
Cache Title Company, Inc.
65 West 100 North
Logan, UT 84321



Authorized Signatory

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

By  President
Attest  Secretary

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A
ALTA COMMITMENT

File No. **00056874 NW**

Property Address: **3100 South 5100 West, Ogden, UT 84404**

1. Commitment Date: **December 13, 2018 at 8:00 am**

2. Policy to be issued:

(a) ALTA® Owner's Policy (06-17-06)

Proposed Insured:

Proposed Policy Amount: \$

Premium \$

(b) ALTA® Loan Policy (06-17-06)

Proposed Insured: **Zions Bank**

Proposed Policy Amount: **\$300,000.00**

Premium **\$946.00**

(c) Endorsements

Premium \$

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:

Bearing Point Investments, LLC, a Utah limited liability company


5. The Land is described as follows:

See continuation of Schedule "A"

This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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.

Countersigned:

CACHE TITLE COMPANY, INC.

By: 
AUTHORIZED OFFICER OR AGENT

ALTA Commitment for Title Insurance 6-17-06 Revised (08-01-16)

File No. 00056874 NW

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

ALTA COMMITMENT (Continued)

LEGAL DESCRIPTION

Part of the Southwest Quarter of Section 32, Township 6 North, Range 2 West, Salt Lake Meridian, U.S. Survey:

Beginning 20 chains North from the Southwest corner of said Quarter Section; running thence East 30 chains; thence North 160 feet; thence East to a point 550 feet West and North 1480 feet from the Southeast corner of said Quarter Section; thence North 170 feet; thence West to a point North from beginning; thence South 5 chains to the place of beginning.

Tax Parcel No. 15-085-0006

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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.:
 - a. **Deed of Trust from Bearing Point Investments, LLC, a Utah limited liability company to Zions Bank conveying the subject property set forth under Schedule A.**
5. Payment of all taxes, assessments and charges levied against subject premises, which are due and payable.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B-II ALTA COMMITMENT

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. 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.
2. **Taxes or Assessments.** 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. **Parties in Possession.** 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
4. **Easements.** Easements, liens, encumbrances, or claims of easements, liens or encumbrances which are not shown by the public records.
5. **Survey Matters.** Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
6. **Patent and Water Rights.** (a) Unpatented mining claims; (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights including, but not limited to, easements or equitable servitudes; (d) water rights, claims to water or water rights, whether or not the matters excepted in (a), (b), (c), or (d) are shown by the public records.
7. **Mechanics' Liens.** Any liens, or right to a lien, for services, labor or materials theretofore or hereafter furnished, imposed by law and not shown by the public records.

NOTE: Exceptions 1-7 listed above will be eliminated from the ALTA LOAN Policy.

8. **TAXES** for the year 2018 have been paid. Taxes for the year 2019 will accrue as of January 1, 2019. Tax ID No. 15-085-0006. (2018 taxes were \$99.58.)

Subject to the rights of the **WEBER COUNTY ASSESSOR** to assess property/improvements not previously assessed.

9. The effect of the **1969 FARMLAND ASSESSMENT ACT**, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, which becomes effective upon a change in the use of all or part of eligible land, by reason of that certain Application For Assessment And Taxation Of Agricultural Land, recorded February 24, 2009 as Entry No. 2393342, records of Weber County, Utah.
10. Said property is included within the boundaries of **WEBER COUNTY TAX DISTRICT NO. 516, WEBER COUNTY, UTAH**, and is subject to the charges and assessments thereof.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B-II (Continued)

11. **RESOLUTION NO. 23-2005**, a resolution of the Board of County Commissioners of Weber County creating and establishing a special service district throughout all of Weber County, to be known as the "Weber Area Dispatch 911 and Emergency Services District", recorded January 24, 2006, as Entry No. 2156401; records of Weber County, Utah.
12. **RESOLUTION NO. 27-2012**, from the Board of County Commissioners of Weber County confirming the tax to be levied for Municipal Services provided to the unincorporated area of Weber County, recorded December 13, 2012, as Entry No. 2610456, records of Weber County, Utah. (Collected with taxes)
13. The terms and conditions of that certain **CERTIFICATE OF CREATION**, creating and establishing the Northern Utah Environmental Resource Agency, and any future charges and assessments that may be levied thereunder, recorded January 20, 2015, as Entry No. 2718461, records of Weber County, Utah.
14. **NOTICE OF AN IMPENDING BOUNDARY ACTION**, named the Western Weber Park District and the terms, conditions and limitations contained therein: Recorded: August 1, 2017, Entry No.: 2870842, records of Weber County, Utah.
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 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.
17. Rights of way for any roads, ditches, canals, or transmission lines, and incidental purposes now existing over, under, or across said property.
18. 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.
19. **AGREEMENT** and the terms, conditions and limitations contained therein, by and between THE STATE OF UTAH, ACTING THROUGH THE BOARD OF WATER RESOURCES and THE WILSON IRRIGATION COMPANY: Recorded: May 17, 1996, Entry No.: 1406857, Book/Page: 1806/2976, records of Weber County, Utah.

Any easements and/or rights of way for the water distribution system and appurtenances of the Board of Water Resources and/or the State of Utah Board of Water Resources, as the same may be found to intersect the herein described property, as disclosed by mesne instruments of record, including that certain **EASEMENT TO USE DISTRIBUTION SYSTEM** recorded May 17, 1996, as Entry No. 1406858, in Book 1806, at Page 2985, records of Weber County, Utah.
20. **PERPETUAL EASEMENT** and conditions contained therein: by and between GIBSON DAIRY, L.C. and CENTRAL WEBER SEWER IMPROVEMENT DISTRICT, Dated: February 1, 2001, Recorded: February 9, 2001, Entry No.: 1751016, Book/Page: 2115/1749, records of Weber County, Utah.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B-II (Continued)

21. **PERPETUAL EASEMENT** and conditions contained therein: by and between DAVID E. FAVERO, JEANNINE FAVERO, AND THOMAS V. FAVERO and CENTRAL WEBER SEWER IMPROVEMENT DISTRICT, Dated: March 30, 2001, Recorded: April 2, 2001, Entry No.: 1761410, Book/Page: 2127/2660, records of Weber County, Utah.
22. Any matters that might be disclosed by an accurate survey of said premises.
23. Proof will be required of the authority of the officers to execute documents relating to the proposed transaction on behalf of Bearing Point Investments, LLC, a Utah limited liability company before title insurance will be issued.

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.

The name(s) **Bearing Point Investments, LLC, a Utah limited liability company and Kerry Egbert** has/have been checked for judgments, State and Federal tax liens, and bankruptcies and if any were found are disclosed herein.

For informational purposes only, a Chain of Title is provided:

According to Official Records, there have been no documents conveying the land described herein within a period of 24 months prior to the date of this commitment, except as follows:

NONE

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.alta.org/>.

FACTS
WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions

 Go to www.oldrepublictitle.com (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Old Republic Title doesn't jointly market.</i>

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

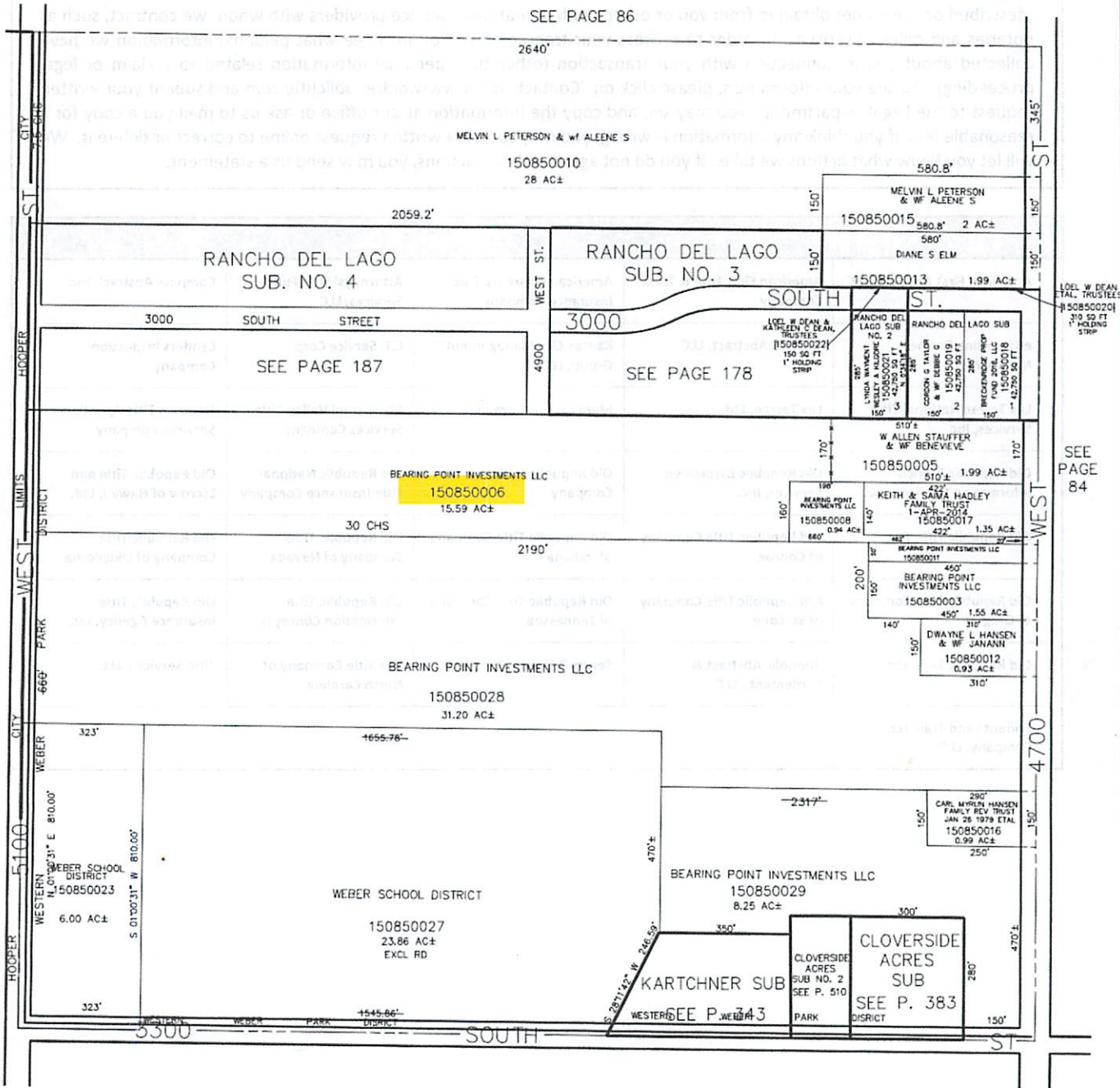
S.W. 1/4
SECTION 32, T.6N., R.2W., S.L.B. & M.

IN WEBER COUNTY

TAXING UNIT: 516

SCALE 1" = 200'

SEE PAGE 86



SEE PAGE 82

SEE PAGE 84

SEE BOOK 8, PAGE 37

This map is furnished as an aid in locating the property. The Company assumes no liability for the accuracy or completeness of