



MOUNTAIN VIEW
TITLE & ESCROW CO.

5732 South 1475 East, #100, Ogden, UT 84403
Phone: (801) 479-1191 Fax: (801) 479-2777

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: Michael Hendry
Email: michael@mvte.com
Phone: (801) 479-1191
Fax: (801) 479-2777

File Number: 167074A

Property Address: Unassigned-Vacant, UT

Serial Number(s): 22-007-0084

Buyer/Borrower(s): Peak Street Management, LLC

Seller(s): Robert E. Bailey

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.

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Mountain View Title and Escrow
Issuing Office: 5732 South 1475 East #100, Ogden, UT 84403
Issuing Office's ALTA® Registry ID: N/A
Loan ID Number:
Commitment Number: 167074A
Issuing Office File Number: 167074A
Property Address: Unassigned-Vacant, UT
Revision Number:

1. **Commitment Date:** January 31, 2019 at 8:00 A.M.

2. **Policy to be issued:** **Proposed Policy Amount**

(a) ALTA Owner's Policy Standard

Proposed Insured: Peak Street Management, LLC

(b) ALTA Loan Policy Extended

Proposed Insured: Lender

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

Fee Simple

4. **The Title is, at the Commitment Date, vested in:**

Robert E. Bailey

5. **The Land is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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; and a countersignature by the Company or its Issuing agent that may be in electronic form.

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File No. 167074A

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

**EXHIBIT "A"
LEGAL DESCRIPTION**

PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS NORTH 00°25'25" EAST 1677.29 FEET AND NORTH 89°34'35" WEST 1342.84 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 17 (BASIS OF BEARING BEING SOUTH 89°39'59" EAST ALONG THE LINE BETWEEN THE SOUTH QUARTER CORNER AND THE SOUTHEAST CORNER OF SAID SECTION 17); THENCE SOUTH 00°18'08" WEST 346.09 FEET; THENCE SOUTH 89°42'02" EAST 4.40 FEET TO THE WEST BOUNDARY LINE OF SOUTHWICK SUBDIVISION; THENCE SOUTH 00°29'28" WEST ALONG SAID WEST LINE 499.98 FEET; THENCE NORTH 89°30'00" WEST 939.97 FEET THENCE NORTH 23°02'55" WEST 922.91 FEET; THENCE SOUTH 89°30'30" EAST 1303.02 FEET TO THE POINT OF BEGINNING. TOGETHER WITH A RIGHT OF WAY FOR THE PURPOSE OF HAULING PRODUCE OVER EXISTING ROADWAY, OVER AND ACROSS THE FOLLOWING DESCRIBED LAND: A PART OF THE SOUTH HALF OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, US SURVEY, BEGINNING AT A POINT IN THE CENTER OF CANAL, WEST 1343.87 FEET AND SOUTH 982.85 FEET AND WEST 1218 FEET FROM THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 17, WHICH POINT IS 1456 FEET EAST FROM THE EAST SIDE OF ROAD; AND RUNNING THENCE WEST 1456 FEET TO ROAD; THENCE SOUTH 313 FEET ALONG ROAD; THENCE EAST 340 FEET TO CANAL; THENCE SOUTH ALONG CANAL 585 FEET TO THE SOUTH LINE OF GRANTOR'S LAND; THENCE EAST ALONG SAID SOUTH LINE 1329 FEET TO CANAL; THENCE NORTH ALONG CANAL TO BEGINNING. SUBJECT TO A 60 FOOT EASEMENT OVER THE FOLLOWING DESCRIBED PROPERTY: PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS NORTH 00°25'25" EAST 1392.16 FEET AND NORTH 89°34'35" WEST 713.31 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 17 (BASIS OF BEARING BEING SOUTH 89°39'59" EAST ALONG THE LINE BETWEEN THE SOUTH QUARTER CORNER AND THE SOUTHEAST CORNER OF SAID SECTION 17); THENCE SOUTH 03°31'25" EAST 60.14 FEET TO A POINT ON THE NORTH LINE OF SOUTHWICK SUBDIVISION PHASE 1; THENCE NORTH 89°39'50" WEST ALONG SAID NORTH LINE AND ITS EXTENSION 632.94 FEET; THENCE NORTH 00°18'08" EAST 60.00 FEET; THENCE SOUTH 89°39'50" EAST 628.93 FEET TO THE POINT OF BEGINNING.

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 167074A

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.
5. Payment to or for the account of the grantors or mortgagors or the full consideration for the estate or interest to be insured.

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 167074A

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 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 2018 have been paid in the amount of \$1,513.31. Taxes for the year 2019 are accruing as a lien but are not yet due or payable.
SERIAL NUMBER: 22-007-0084

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

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

9. 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, LIBERTY CEMETERY MAINT DISTRICT, WEBER / MORGAN HEALTH, JUDGMENT LEVY - W.C., PARAMEDIC FUND, WEBER FIRE DISTRICT, WEBER SERV AREA #5 LIBERTY PARK, 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

10. 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.

11. CERTIFICATE OF CREATION OF THE NORTHERN UTAH ENVIRONMENTAL RESOURCE AGENCY

Dated: December 1, 2014

Recorded: January 20, 2015

Entry Number: 2718461

12. AFFIDAVIT

Dated: March 9, 2015

Recorded: March 9, 2015

Entry Number: 2725109

13. RESOLUTION NO. 12-2016

Dated: May 10, 2016

Purpose: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY APPROVING DISSOLUTION OF THE OGDEN VALLEY NATURAL GAS DISTRICT

Recorded: May 25, 2016

Entry Number: 2795067

14. 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.

15. UNDERGROUND RIGHT OF WAY EASEMENT

Grantor: ROBERT E. BAILEY AND WF HEIDI

Grantee: PACIFICORP, AN OREGON CORPORATION D/B/A ROCKY MOUNTAIN POWER

Location: SEE DEED

Purpose: AN EASEMENT FOR A RIGHT OF WAY 10 FEET IN WIDTH AND 80 FEET IN LENGTH, MORE OR LESS, FOR THE CONSTRUCTION, RECONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, ENLARGEMENT, AND REMOVAL OF UNDERGROUND ELECTRIC POWER TRANSMISSION DISTRIBUTION AND COMMUNICATION LINES AND ALL NECESSARY OR DESIRABLE ACCESSORIES AND APPURTENANCES THERETO, INCLUDING WITHOUT LIMITATION: WIRE, FIBERS, CABLES AND OTHER

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

CONDUCTORS AND CONDUITS THEREFOR; AND PADS, TRANSFORMERS, SWITCHES, CABINETS, AND VAULTS ON, ACROSS OR UNDER THE SURFACE OF THE REAL PROPERTY OF GRANTOR.

Dated: November 16, 2011
Recorded: March 14, 2012
Entry Number: 2566618

NOTICE OF MORTGAGE

Given by: PACIFICORP, AN OREGON CORPORATION D/B/A ROCKY MOUNTAIN POWER
Dated: April 2, 2012
Recorded: April 11, 2012
Entry Number: 2571116

16. Any easements and/or right of ways to maintain an existing canal running along Westerly property line.
17. SUBJECT TO A 60 FOOT EASEMENT OVER THE FOLLOWING DESCRIBED PROPERTY: PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS NORTH 00°25'25" EAST 1392.16 FEET AND NORTH 89°34'35" WEST 713.31 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 17 (BASIS OF BEARING BEING SOUTH 89°39'59" EAST ALONG THE LINE BETWEEN THE SOUTH QUARTER CORNER AND THE SOUTHEAST CORNER OF SAID SECTION 17); THENCE SOUTH 03°31'25" EAST 60.14 FEET TO A POINT ON THE NORTH LINE OF SOUTHWICK SUBDIVISION PHASE 1; THENCE NORTH 89°39'50" WEST ALONG SAID NORTH LINE AND ITS EXTENSION 632.94 FEET; THENCE NORTH 00°18'08" EAST 60.00 FEET; THENCE SOUTH 89°39'50" EAST 628.93 FEET TO THE POINT OF BEGINNING.
18. Subject to fence line along the Northerly, Southerly and Easterly boundary lines as disclosed by record of Survey dated November 16, 2000 by Reeve & Associates, Inc. as Project No. 2648-02.
19. RESERVATION FOR RIGHT OF WAY AND FUTURE RIGHTS OF WEBER BASIN WATER CONSERVANCY DISTRICT AS RESERVED IN QUIT CLAIM DEED
Recorded: October 21, 1950
Entry Number: 170556
Book: 351 Page: 51
20. RESERVATION FOR RIGHT OF WAY AND FUTURE RIGHTS OF WEBER BASIN WATER CONSERVANCY DISTRICT AS RESERVED IN QUIT CLAIM DEED
Recorded: October 21, 1950
Entry Number: 170557
Book: 351 Page: 52
21. RESERVATION FOR RIGHT OF WAY AND FUTURE RIGHTS OF WEBER BASIN WATER CONSERVANCY DISTRICT AS RESERVED IN QUIT CLAIM DEED
Recorded: February 3, 1951
Entry Number: 174507
Book: 359 Page: 439
22. RESERVATION FOR RIGHT OF WAY AND FUTURE RIGHTS OF WEBER BASIN WATER CONSERVANCY

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

DISTRICT AS RESERVED IN QUIT CLAIM DEED
Recorded: February 8, 1951
Entry Number: 174509
Book: 359 Page: 442

23. APPLICATION FOR ASSESSMENT AND TAXATION OF AGRICULTURAL LAND 1969 FARMLAND ASSESSMENT ACT

Recorded: April 24, 2014
Entry Number: 2683790

24. 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.

25. Any matters disclosed by an accurate survey of said property.

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

ROBERT E. BAILEY
PEAK STREET MANAGEMENT, LLC

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

NONE

28. 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.

29. 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.

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stewart title

ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

Mountain View Title and Escrow
5732 South 1475 East #100
Ogden, UT 84403
(801) 479-1191



A handwritten signature in black ink, appearing to read "Matt Morris".

Matt Morris
President and CEO

A handwritten signature in black ink, appearing to read "Denise Carraux".

Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I - Requirements;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 167074A

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

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STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

| Reasons we can share your personal information. | Do we share | Can you limit this sharing? |
|--|-------------|---|
| For our everyday business purposes—to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations. | Yes | No |
| For our marketing purposes—to offer our products and services to you. | Yes | No |
| For joint marketing with other financial companies | No | We don't share |
| For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i> | Yes | No |
| For our affiliates' everyday business purposes— information about your creditworthiness. | No | We don't share |
| For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required. | Yes | Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591. |
| For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies. | No | We don't share |

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

| | |
|---|---|
| How often do the Stewart Title Companies notify me about their practices? | We must notify you about our sharing practices when you request a transaction. |
| How do the Stewart Title Companies 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, file, and building safeguards. |
| How do the Stewart Title Companies collect my personal information? | We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies. |
| What sharing can I limit? | Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances. |

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

WHAT DO/DOES THE Mountain View Title and Escrow DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Mountain View Title and Escrow, and its affiliates (" N/A "), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Mountain View Title and Escrow, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

| Reasons we can share your personal information | Do we share? | Can you limit this sharing? |
|---|--------------|-----------------------------|
| For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations. | Yes | No |
| For our marketing purposes — to offer our products and services to you. | Yes | No |
| For joint marketing with other financial companies | No | We don't share |
| For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. | Yes | No |
| For our affiliates' everyday business purposes — information about your creditworthiness. | No | We don't share |
| For our affiliates to market to you | Yes | No |
| For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies. | No | We don't share |

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices

| | |
|---|---|
| How often do/does Mountain View Title and Escrow notify me about their practices? | We must notify you about our sharing practices when you request a transaction. |
| How do/does Mountain View Title and Escrow protect my personal information? | To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards. |
| How do/does Mountain View Title and Escrow collect my personal information? | <p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p> |
| What sharing can I limit? | Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances. |

Contact Us

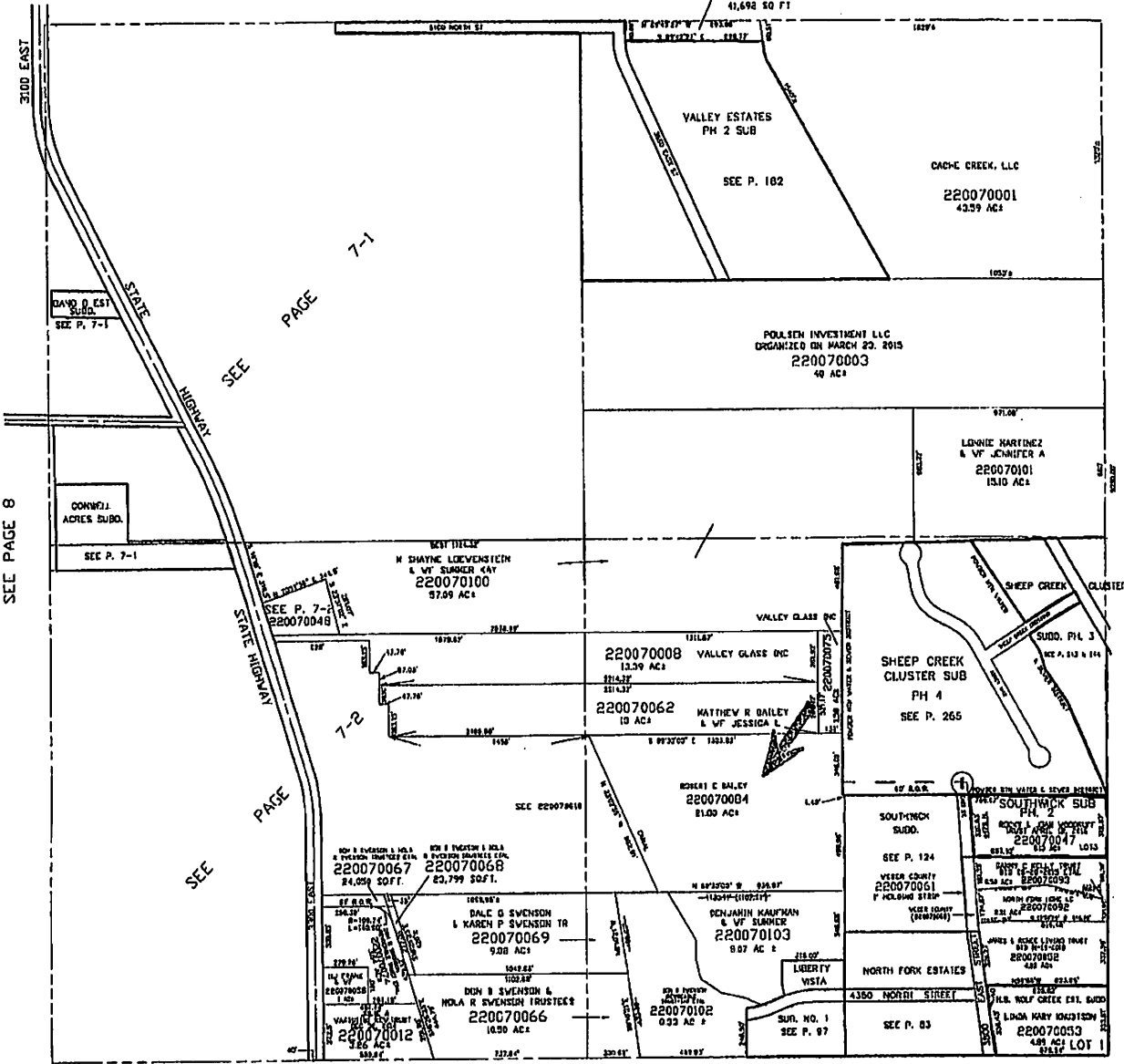
If you have any questions about this privacy notice, please contact us at: Mountain View Title and Escrow, 5732 South 1475 East, #100, Ogden, UT 84403

SECTION 17, T.7N., R.1E., S.L.B. & M.
 IN WEBER COUNTY
 SCALE 1" = 400'

TAXING UNIT: 38

SEE PAGE 5

CACHE CREEK, LLC
 (220070002)
 41,692 SQ FT



SEE PAGE 8

SEE PAGE 6

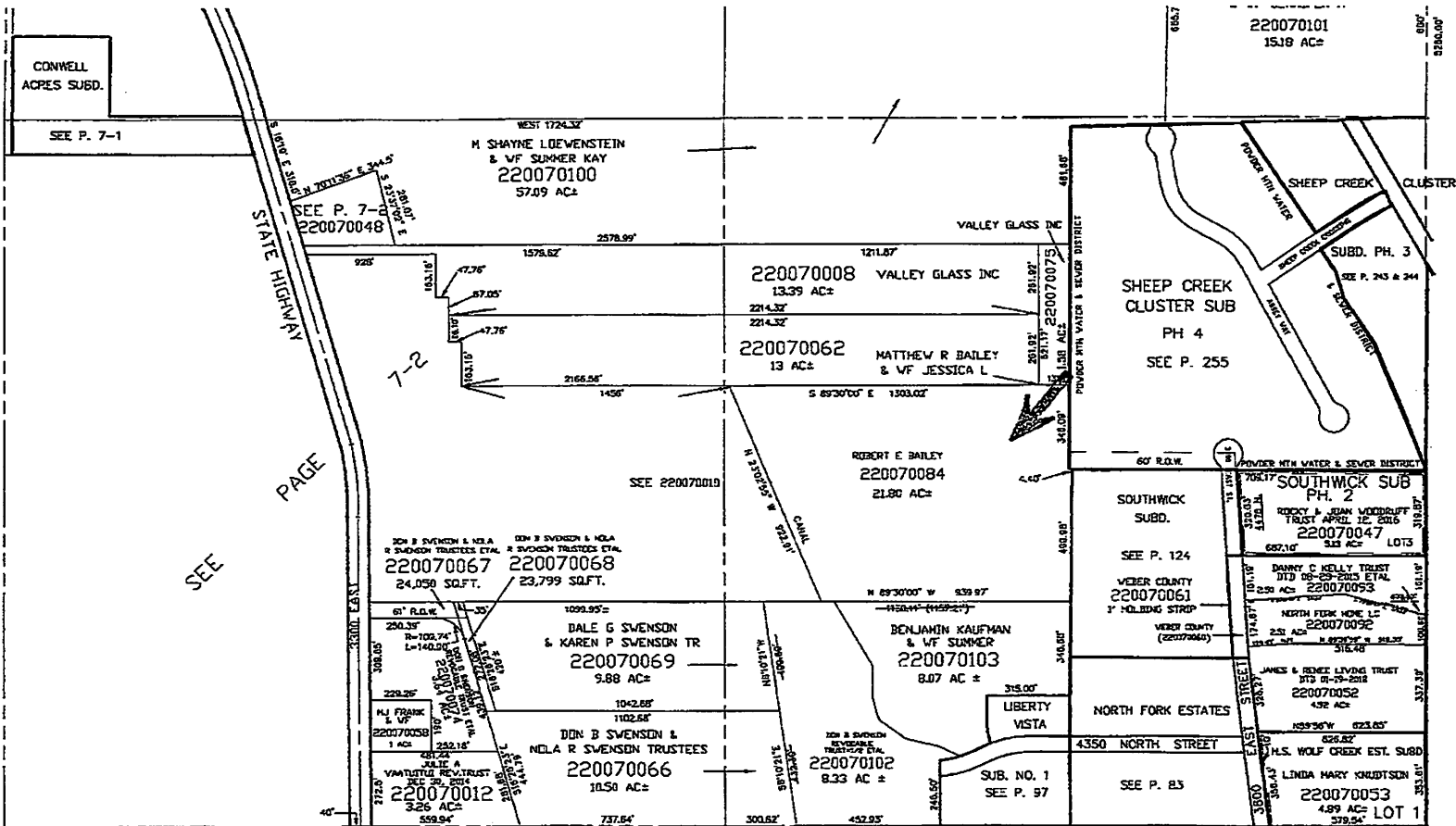
SEE PAGE 11

SEE PAGE 10

NOTE: FOR DESCRIPTION OF THE STATE HIGHWAY SEE PAGES 7-1 & 7-2

NOTE: THIS SECTION IS APPARENT LARGER THAN NORMAL SECTION

SEE PAGE 8



SEE PAGE 6

SEE

SEE PAGE 11

SEE PAGE 10

NOTE: FOR DESCRIPTION OF THE STATE HIGHWAY SEE PAGES 7-1 & 7-2

NOTE: THIS SECTION IS APPARENTLY LARGER THAN NORMAL SECTION

MTT 08-96