

ALTA Commitment Form
COMMITMENT FOR TITLE INSURANCE
Issued by

REAL ADVANTAGE TITLE INSURANCE COMPANY



Real Advantage Title Insurance Company, a California 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 _____ (here state the time period)* 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.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Real Advantage 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.

By: John Wiley, Executive Vice President



Countersigned:

Ken Higley



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.
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 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.





TITLE INSURANCE COMMITMENT

BY
Real Advantage Title Insurance Company

SCHEDULE A

1. Commitment Date: **June 5, 2019, 08:00 AM**

2. Policy (or Policies) to be issued: Policy Amount

a. Owner's Policy

Premium Amount

Proposed Insured:

b. Loan Policy

Premium Amount

Proposed Insured:

c. Proposed Insured:

3. **Fee Simple** interest in the land described in this Commitment is owned, at the Commitment Date, by

ESPL Investments, LLC

4. The land referred to in this commitment is described as follows:

For information purposes only, the property address is purported to be:
Vacant Land, Huntsville, UT
Situated in Weber County

SEE ATTACHED EXHIBIT "A"

Countersigned
Real Advantage Title Insurance Agency


By _____

Ken Higley

Escrow Officer: Wayne Russell, Phone: 385-383-7355, Email: Wayne@RealAdvantageUtah.com
Office: 1785 East 1450 South, Suite 100, Clearfield, UT 84015

Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN
LAND TITLE
ASSOCIATION



EXHIBIT "A"

Tax Parcel #: 21-026-0125

PART OF THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 17, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE MERIDIAN, U.S. SURVEY. BEGINNING AT A POINT 588.06 FEET SOUTH AND 587.40 FEET SOUTH 88°54' EAST FROM THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER AND RUNNING THENCE NORTH 1°15' WEST 899.58 FEET, THENCE SOUTH 89°10' EAST 683.76 FEET, THENCE NORTH 0°13' WEST 987.36 FEET, THENCE SOUTH 87°48' EAST 199.98 FEET, THENCE SOUTH 1862.52 FEET, THENCE NORTH 88°54' WEST 304.46 FEET, THENCE NORTH 1°06' EAST 184.80 FEET, THENCE NORTH 88°54' WEST 200 FEET, THENCE SOUTH 1°06' WEST 184.80 FEET TO THE NORTH LINE OF 500 SOUTH STREET, THENCE ALONG SAID STREET NORTH 88°54' WEST 347.60 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT OF WAY APPEARING OF RECORD.

SUBJECT TO A BOUNDARY LINE AGREEMENT RECORDED AS ENTRY NO. 2947832.

LESS AND EXCEPTING ANY PORTION OF BAILEYS BACK FIVE 1ST AMENDED SUBDIVISION.

Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN
LAND TITLE
ASSOCIATION



TITLE INSURANCE COMMITMENT

BY

Real Advantage Title Insurance Company

SCHEDULE B - SECTION I

REQUIREMENTS

The following requirements must be met:

- a. Payment of the necessary consideration for the estate or interest to be insured.
- b. Pay us all premiums, fees and charges for the policy.
- c. Documents creating the estate or interest to be insured, must be properly executed, delivered and recorded.
- d. Payment of all taxes and/or assessments levied against the subject premises which are due and payable.
- e. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Plain Language Commitment (6-17-06)
Schedule B - Section I

AMERICAN
LAND TITLE
ASSOCIATION



TITLE INSURANCE COMMITMENT

BY

Real Advantage Title Insurance Company

SCHEDULE B - SECTION II

EXCEPTIONS

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

1. 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 which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, imposed by the law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public record.
5. (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; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c), or (d) as shown by the public records.
6. 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 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.
7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
8. 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.

Note: Exceptions 1-8 herein will be omitted from an ALTA Extended Owners Policy and ALTA Extended Lenders Policy

9. General Property Taxes for the year 2019 are accruing as a lien but not yet due.
Tax Parcel # 21-026-0125 (New #)

General Property Taxes for the year 2018 have been paid in the amount of \$131.54.
Tax Parcel # 21-026-0046 (Old #)

Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN
LAND TITLE
ASSOCIATION



10. Said property is within the boundaries of Huntsville and Tax District 520, and is subject to any charges and assessments levied thereunder.
11. Subject to rights of way and easements for any roads, streets, alleys, ditches, reservoirs, utilities, canals, pipelines, or transmission lines and public utilities now existing over, under, or across subject property.
12. Claim, right, title or interest to water or water rights whether recorded or not shown by the public records.
13. Any and all outstanding oil and gas, mining and mineral rights, minerals and ores situated in, upon or under the above described tract of land, together with the right of the proprietor of a vein or lode to extract his ore therefrom should the same be found to penetrate or intersect the premises and the right of ingress and egress for the use of said rights, along with any other rights in connection with or relative to the mining, removal or sale of the same (but not including the right to enter upon the surface of the premises).
14. Terms and Conditions of that certain Agreement
Recorded: 5/17/1996
Entry No.: 1406849
Book/Page: 1806 / 2939
15. Easement Agreement and the terms, conditions and limitations contained therein:
Recorded: 11/20/2002
Entry No.: 1890830
Book/Page: 2287 / 1511
16. Easement and the terms, conditions and limitations contained therein:
In favor of: Huntsville Town, a body politic of the State of Utah
Recorded: 6/16/2003
Entry No.: 1947620
Book/Page: 2385 / 2095
17. Terms and Conditions of that certain Boundary Line Agreement
Recorded: 10/19/2018
Entry No.: 2947832
18. (a) Any past or future change in the Spring Creek which runs through the property.
(b) Any dispute arising over the location of the old bed.
(c) Any variance between the boundary line as originally conveyed and the current boundary thereof as now used or occupied.
(d) Rights of upper or lower owners in and to the free and unobstructed flow of water of said body of water.
19. Terms and Conditions of that certain Resolution No. 27-2012
Recorded: 12/13/2012
Entry No.: 2610456

Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN
LAND TITLE
ASSOCIATION



20. Terms and Conditions of that certain Certificate of Creation from the Northern Utah Environmental Resource Agency ("NUERA")
Recorded: 1/20/2015
Entry No.: 2718461
21. Terms and Conditions of that certain Certificate of Annexation from the Ogden Valley Parks Service Area
Recorded: 12/28/2017
Entry No.: 2897532
22. 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 use of all or part of eligible land, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded May 9, 2019 as Entry No. 2979095, of the Official Records.
23. NOTE: No existing Deed of Trust appears of record under the current owner(s). If this information is not correct, please notify the Company as soon as possible to provide information regarding the existing loan.
24. Obtain a copy of the Articles of Incorporation for ESPL Investments, LLC.
25. The rights of parties in possession of the subject property under unrecorded leases, contracts, rental or occupancy agreements and any claims, rights or interests arising thereunder.

NOTE: A search of the Federal and State judgment records revealed no unpaid judgments, tax liens or open bankruptcies in the past eight years (except as noted) against:

ESPL Investments, LLC

NOTE: According to the public record there have been no deeds conveying the land described herein within a period of 24 months prior to the date of the report except as follows:

Warranty Deed recorded October 19, 2018 as Entry No. 2947831, of the Official Records.

Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN
LAND TITLE
ASSOCIATION

