

Transaction Identification Data for reference only:

Issuing Agent/Office:

Paramount Title Corporation

1326 South 900 East
Salt Lake City, UT 84105
(P) 801-487-8681
(F) 801-486-3842



Escrow Officer: Janice Richards
janice.richards@paramounttitle.com
Assistant: Stephni Triebels
stephni.triebels@paramounttitle.com

Commitment/File Number: 20-10878
Property Address: 3960 Nordic Valley Drive, Eden, UT 84310
Issued: November 13, 2020

COMMITMENT FOR TITLE INSURANCE

Issued by

Stewart Title Guaranty Company

SCHEDULE A

1. Commitment Date: **November 9, 2020, 8:00 am**
2. Policy to be issued: Proposed Policy Amount
 (a) 2006 ALTA® Owner's Policy
 Proposed Insured:
 (b) 2006 ALTA® Loan Policy
 Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.
4. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in:
Daniel E. England, Trustee of Eugene K. England FBO Daniel E. England Trust, Dated August 30, 2006
5. The land referred to in this Commitment is described as follows:
SEE ATTACHED EXHIBIT "A"

Paramount Title Corporation

STATEMENT OF CHARGES

These charges are due and payable before a Policy can be issued.

Loan Owner

To Be Determined

By 
Authorized Counter Signature

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EXHIBIT "A"

A part of Sections 28 and 29, Township 7 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point of an existing fence line, said point being South 1294 feet along the Section line and South 45° East 1659.13 feet South 53° 36' East 323.69 feet, South 77°12'30" West 190.78 feet, South 7°55'45" East 207.05 feet, South 4°05'29" East 49.90 feet, South 0°40'30" East 86.23 feet, South 1°34'54" West 68.84 feet, South 24°19'30" West 157.45 feet, North 88°24'30" West 55.16 feet and South 52°34'45" West 162.73 feet from the Northwest corner of said Section 28; running thence South 6°51'49" West 690.68 feet; thence South 19°05' West 500.00 feet to the center of an existing road; thence along said existing road the following six (6) courses: North 85°48'20" West 458.08 feet, South 12°48'50" West 341.00 feet, South 83°53'45" West 216.28 feet, North 63°42'10" West 101.94 feet, North 43°38'05" West 155.69 feet and South 62°55'45" West 50.00 feet; thence North 3°38'58" East 777.06 feet; thence North 72°52'21" East 199.15 feet to an existing fence; thence along said fence the following nine (9) courses: North 73°15'11" East 121.23 feet, North 57°19'25" East 43.49 feet, North 84°58'08" East 154.83 feet, North 25°26'30" East 121.13 feet, North 75°56'45" East 364.58 feet, North 56°40'45" East 107.17 feet, North 9°49'24" East 19.58 feet, North 35°39'31" East 44.75 feet and North 52°34'45" East 208.38 feet to point of beginning.

(Note: The following Language should be added to any contemplated conveyance but shall not be included in any title insurance written pursuant to this Commitment: Together with Weber Basin Water Exchange Number 35-6277 (E683).

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COMMITMENT FOR TITLE INSURANCE

Issued by

Stewart Title Guaranty Company

SCHEDULE B, PART I 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.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
6. Good and sufficient instrument(s) creating the desired estate and/or interest.

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SCHEDULE B, PART II
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 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.
2. Any facts, rights, interests, claims, or parties in possession 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.
3. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
4. 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.
5. (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, rick, 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.
6. Any lien or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

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7. Taxes for 2020, which are now a lien but are not yet due, and subsequent years thereafter. Taxes for 2020 have been paid in the amount of **\$3,378.75 (Serial No. 22-022-0150)**.
8. Taxes for 2020, which are now a lien but are not yet due, and subsequent years thereafter. Taxes for 2020 have been paid in the amount of **\$365.52 (Serial No. 22-022-0034)**.
9. Subject to the Farmland Assessment "Roll-Back" taxes resulting from that certain Application for Assessment and Taxation of Agricultural Land recorded April 21, 1993, as Entry No. 1221920, in Book 1660 at page 150, Weber County Recorder.
10. Subject to the Farmland Assessment "Roll-Back" taxes resulting from that certain Application for Assessment and Taxation of Agricultural Land recorded December 26, 1995, as Entry No. 1379936, in Book 1785 at page 797, Weber County Recorder.
11. Subject to the Farmland Assessment "Roll-Back" taxes resulting from that certain Application for Assessment and Taxation of Agricultural Land recorded August 15, 2006, as Entry No. 2200862, Weber County Recorder.
12. Subject to the Farmland Assessment "Roll-Back" taxes resulting from that certain Application for Assessment and Taxation of Agricultural Land recorded October 29, 2020, as Entry No. 3097327, Weber County Recorder.
13. Subject real property is located within the bounds of **Eden City, Weber Basin Water Conservancy District, Weber County Fire Protection Service Area No. 4, Weber County Service Area No. 5-Liberty Park, Weber Area Dispatch 911 and Emergency Services District, Unincorporated Area of Weber County, Northern Utah Environmental Resource Agency and Ogden Valley Transmitter/Recreation Special Service District** and is subject to charges and assessments thereof.
14. Agreement for Pipeline in favor of Eden Waterworks and the terms, conditions and limitations contained thereing, recorded September 15, 1950, as Entry No. 4985, in Book 347 at page 476, Weber County Recorded. (Exact location in not disclosed).
15. Weber County Municipal Services Agreement Covenant To Run With The Land, recorded October 6, 1992, as Entry No. 1195586, in Book 1640 at page 701, Weber County Recorder.
16. All rights, titles or interests in minerals of any kind, oil, gas, coal or other hydrocarbons and the consequences of the right to mine or remove such substances including, but not limited to express or implied easements and rights to enter upon and use the surface of the land for exploration, drilling or extraction related purposes. (This commitment/policy does not purport to disclose documents of record pertaining to the above referenced rights.)

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17. Claim, right, title or interest to water or water rights, whether or not shown by the public records.
18. Subject to the rights of the public and others entitled thereto to use for a public road and incidental purposes that portion of subject real property lying within the bounds of Nordic Valley Drive, along a portion of the Southly side of subject property.
19. Rights of way and easements for all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, cable, fiber optic, sewer, gas or water lines, and rights of way thereof.
20. The rights of any tenants, lessees, their creditors and other parties claiming by, through or under said tenants, pursuant to any leases, rental agreements, occupancy agreements and/or assignments thereof.
21. Notice of Non-buildable Parcel, dated September 15, 2020, recorded September 15, 2020, as Entry No. 3084972, Weber County Recorder.
22. Notice of Non-buildable Parcel, dated September 15, 2020, recorded September 15, 2020, as Entry No. 3084973, Weber County Recorder.

NOTE: The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. Upon request, the company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction. 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.

CHAIN OF TITLE

According to the 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



Paramount Title Corporation
1326 South 900 East
Salt Lake City, Utah 84105
Phone: (801) 487-8681
Fax: (801) 486-3842
Website: www.paramounttitle.com

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PRIVACY POLICY NOTICE

Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company
Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company.**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural

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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:

Authorized Countersignature

Paramount Title Corporation
Company Name

Salt Lake City, UT
City, State



Matt Morris

Matt Morris
President and CEO

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.
- (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.

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- (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.

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