

# ALTA Commitment for Title Insurance



Issued By Old Republic National Title Insurance 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 EXTRACONTRACTUAL 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, Old Republic National Title Insurance Company, a Florida 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.

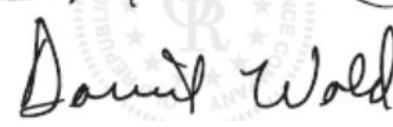
If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

*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.*

Issued through the Office of  
Mountain View Title and Escrow, Inc.  
2120 North 400 East, Suite 101  
North Ogden, UT 84414  
(801) 528-7811

  
Authorized Countersignature

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

By  President  
Attest  Secretary

## 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 counter-signature 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.
- (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.

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**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>.

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

ISSUED BY  
**Old Republic National Title Insurance Company**

***Transaction Identification Data for reference only:***

|                             |                                                       |
|-----------------------------|-------------------------------------------------------|
| Issuing Agent:              | Mountain View Title and Escrow, Inc.                  |
| Issuing Office:             | 2120 North 400 East, Suite 101, North Ogden, UT 84414 |
| ALTA® Universal ID:         | N/A                                                   |
| Loan ID Number:             | N/A                                                   |
| Commitment Number:          | 186103                                                |
| Issuing Office File Number: | 186103                                                |
| Property Address:           | 1900 South 7500 West, Ogden, UT 84404                 |
| Revision Number:            |                                                       |

**1. Commitment Date:** February 09, 2021 at 8:00 A.M.

**2. Policy to be issued:**

**Proposed Policy Amount**

(a) ALTA Owner's Policy                      Standard

Proposed Insured:

(b) ALTA Loan Policy                      Standard

Proposed Insured:              Lender

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

Fee Simple

**4. Title to the said estate or interest in the Land is at the Commitment Date hereof vested in:**

Mountain Views Land and Livestock LLC

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

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

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File No. 186103

ALTA Commitment For Title Insurance Schedule 8-1-16

Page 1 of 2



**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

ISSUED BY  
**Old Republic National Title Insurance Company**

**EXHIBIT "A"  
LEGAL DESCRIPTION**

PROPOSED MOUNTAIN VIEWS LAND AND LIVESTOCK SUBDIVISION, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PART OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 6 NORTH, RANGE 3 WEST, OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS, BEGINNING AT A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF 7500 WEST STREET BEING LOCATED SOUTH 0°30'42" WEST 990.03 FEET ALONG SAID EAST LINE FROM THE NORTHEAST CORNER OF SAID SECTION 27; RUNNING THENCE ALONG SAID EAST LINE AND SAID WEST RIGHT-OF-WAY LINE SOUTH 0°30'42" WEST 295.30 FEET; THENCE NORTH 89°55'40" WEST 176.80 FEET; THENCE SOUTH 0°04'20" WEST 226.97 FEET TO THE NORTH BOUNDARY LINE OF RUSSIAN OLIVES SUBDIVISION; THENCE ALONG SAID NORTH BOUNDARY LINE NORTH 89°10'00" WEST 405.75 FEET TO THE WEST BOUNDARY LINE OF RUSSIAN OLIVES SUBDIVISION; THENCE ALONG SAID WEST BOUNDARY LINE OF RUSSIAN OLIVES SUBDIVISION AND THE WEST BOUNDARY LINE OF DAVIS MEATS SUBDIVISION SOUTH 0°30'42" WEST 300.37 FEET TO THE BOUNDARY LINE OF TALBOT SUBDIVISION - 1ST AMENDMENT; THENCE ALONG SAID BOUNDARY LINE FOLLOWING THREE (3) COURSES; (1) NORTH 88°23'23" WEST 14.99 FEET; (2) SOUTH 0°30'42" WEST 165.00 FEET; (3) NORTH 89°08'04" WEST 731.36 FEET; THENCE NORTH 0°43'11" EAST 971.76 FEET; THENCE SOUTH 89°55'40" EAST 1323.64 FEET TO THE POINT OF BEGINNING.

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File No. 186103

ALTA Commitment For Title Insurance Schedule 8-1-16

Page 2 of 2



**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B PART I**  
ISSUED BY  
**Old Republic National Title Insurance Company**  
**Requirements**

File No.: 186103

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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File No. 186103

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

Page 1 of 1



**ALTA COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE B PART II**  
ISSUED BY  
**Old Republic National Title Insurance Company**

**Exceptions**

File No.: 186103

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. Water rights, claims to water or water rights, whether or not shown in the public records.
3. 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.
4. 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.
5. Easements, liens encumbrances, or claims of easements, liens or encumbrances which are not shown by the public records.
6. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
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 2020 have been paid in the amount of \$1.78. Taxes for the year 2021 are accruing as a lien but are not yet due or payable.  
SERIAL NUMBER: 10-048-0030

Taxes for the year 2020 are delinquent in the amount of \$578.82 plus penalty and interest. Taxes for the year 2021 are accruing as a lien but not yet due or payable.  
SERIAL NUMBER: 10-048-0011

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.

9. Said property is located within the boundaries of Weber Basin Water Conservancy District, and Weber County Fire Protection Service Area No. 4, and Weber County Service Area No. 6, and West Warren Park and is subject to the charges and assessments levied thereunder.

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File No. 186103

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18) MV1

Page 1 of 6



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

ISSUED BY  
**Old Republic National Title Insurance Company**

**Exceptions**

10. Said property is located within the boundaries of Weber Basin Water Conservancy District, and West Warren-Warren Water Improvement District, and Weber County Fire Protection Service Area No. 4, Weber County Service Area No. 5, West Warren Park Service Area, Weber County Service Area No. 6, and West Warren Park and is subject to the charges and assessments levied thereunder.
11. 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.
12. TRANSFER AND CONVEYANCE OF EASEMENT AND CONDITIONS CONTAINED THEREIN  
Grantor: THE STATE OF UTAH, ACTING THROUGH THE BOARD OF WATER RESOURCES  
Grantee: WARREN IRRIGATION COMPANY  
Location: SEE DOCUMENT FOR EXACT LOCATION  
Purpose: FOR THE CONSTRUCTION OF A WATER CONSERVATION PROJECT  
CONSISTING OF A FOLDING FRAME STORAGE DAM AND RELATED WORKS IN THE WEBER RIVER  
CHANNEL AND 4-MILE CREEK  
Dated: February 7, 1975  
Recorded: March 28, 1975  
Entry Number: [634445](#)  
Book: / Page: 1081 / 1
13. RESERVATION AND CONDITIONS CONTAINED IN THE FOLLOWING DOCUMENTS:

**WARRANTY DEED**

Grantor: BASIN LAND AND LIVESTOCK COMPANY, A UTAH CORPORATION  
Grantee: SOUTHERN PACIFIC LAND COMPANY  
Recorded: December 30, 1965  
Entry Number: [466465](#)  
Book: / Page: 825 / 541

**GRANT DEED**

Grantor: SOUTHERN PACIFIC INDUSTRIAL DEVELOPMENT COMPANY, A TEXAS  
CORPORATION  
Grantee: ALMA M. HARRIS AND GEORGE A. HARRIS, A PARTNERSHIP  
Dated: October 27, 1976  
Recorded: January 7, 1977  
Entry Number: [685482](#)  
Book: / Page: 1157 / 789

**WARRANTY DEED**

Grantor: ALMA M. HARRIS AND GEORGE A. HARRIS, A PARTNERSHIP  
Grantee: GEORGE A. HARRIS AND NANCY C. HARRIS  
Recorded: January 7, 1977

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File No. 186103

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18) MV1

Page 2 of 6





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

ISSUED BY  
**Old Republic National Title Insurance Company**

**Exceptions**

Entry Number: [685500](#)  
Book: / Page: 1157 / 816

**QUIT- CLAIM DEED**

Grantor: NANCY C. HARRIS  
Grantee: GEORGE A. HARRIS  
Recorded: March 1, 1979  
Entry Number: [768622](#)  
Book: / Page: 1289 / 343

**QUIT- CLAIM DEED**

Grantor: BASIN LAND & LIVESTOCK COMPANY  
Grantee: BASIN INVESTMENT COMPANY, A LIMITED PARTNERSHIP  
Recorded: February 19, 1980  
Entry Number: [803495](#)  
Book: / Page: 1344 / 733

**14. ORDINANCE NO. 23-93**

Dated: December 15, 1993  
Purpose: ORDINANCE ESTABLISHING THE WEST WARREN PARK SERVICE AREA  
Recorded: December 17, 1993  
Entry Number: [1264028](#)  
Book: / Page: 1694 / 2050

**ORDINANCE NO. 17-94**

Dated: July 6, 1994  
Purpose: ORDINANCE CHANGING THE NUMERICAL DESIGNATION OF THE WEST WARREN PARK SERVICE AREA  
Recorded: November 25, 1994  
Entry Number: [1322791](#)  
Book: / Page: 1739 / 432

**15. RESOLUTION NO. 27-2012**

Dated: December 11, 2012  
Purpose: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY, UTAH, CONFIRMING THE TAX TO BE LEVIED FOR MUNICIPAL SERVICES PROVIDED TO THE UNINCORPORATED AREA OF WEBER COUNTY AND DESCRIBING THE SERVICES TO BE PROVIDED THERIEN  
Recorded: December 13, 2012  
Entry Number: [2610456](#)

**16. CERTIFICATE OF CREATION OF THE NORTHERN UTAH ENVIRONMENTAL RESOURCE AGENCY**

Dated: December 1, 2014  
Recorded: January 20, 2015  
Entry Number: [2718461](#)

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ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18) MV1

Page 3 of 6



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

ISSUED BY  
**Old Republic National Title Insurance Company**

**Exceptions**

**17. RIGHT OF WAY AND EASEMENT GRANT**

Grantor: EMERALD MARKETING & TECHNOLOGIES, INC., A CORPORATION OF THE STATE OF UTAH  
Grantee: QUESTAR GAS COMPNAY, A CORPORATION OF THE STATE OF UTAH  
Location: SEE DOCUMENT FOR EXACT LOCATION  
Purpose: TO CONSTRUCT, LAY, MAINTAIN, OPERATE, REPAIR, ALTER, INSPECT, PROTECT, MAKE CONNECTIONS TO, REMOVE AND REPLACE PIPELINES, VALVES, VALVE BOXES AND INSTALL CATHODIC MONITORING AND MITIGATION FACILITIES AND OTHER GAS TRANSMISSION AND DISTRIBUTION FACILITIES  
Recorded: May 9, 2016  
Entry Number: [2792185](#)

**18. BLANKET EASEMENT AND CONDITIONS CONTAINED THEREIN**

Grantor: EMERALD MARKETING & TECHNOLOGIES INC.  
Grantee: ROCKY MOUNTAIN POWER, AN UNINCORPORATED DIVISION OF PACIFICORP, ITS SUCCESSORS AND ASSIGNS  
Location: SEE DOCUMENT FOR EXACT LOCATION  
Purpose: FOR THE CONSTRUCTION, RECONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, ENLARGEMENT, AND REMOVAL OF ELECTRIC POWER TRANSMISSION, DISTRIBUTION AND COMMUNICATION LINES AND ALL NECESSARY OR DESIRABLE ACCESSORIES AND APPURTENANCE THERETO, INCLUDING WITHOUT LIMITATION; SUPPORTING TOWERS, POLES, PROPS, GUYS AND ANCHORS, INCLUDING GUYS AND ANCHORS; WIRES, FIBERS, CABLES AND OTHER CONDUCTORS AND CONDUITS THEREFORE; AND PADS TRANSFORMERS, SWITHCES, VAULTS AND CABINETS, ON, OVER, OR UNDER THE SURFACE OF THE REAL PROPERTY  
Recorded: May 9, 2016  
Entry Number: [2792238](#)

**19. BLANKET EASEMENT AND CONDITIONS CONTAINED THEREIN**

Grantor: EMERALD MARKETING & TECHNOLOGIES INC.  
Grantee: ROCKY MOUNTAIN POWER, AN UNINCORPORATED DIVISION OF PACIFICORP, ITS SUCCESSORS AND ASSIGNS  
Location: SEE DOCUMENT FOR EXACT LOCATION  
Purpose: FOR THE CONSTRUCTION, RECONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, ENLARGEMENT, AND REMOVAL OF ELECTRIC POWER TRANSMISSION, DISTRIBUTION AND COMMUNICATION LINES AND ALL NECESSARY OR DESIRABLE ACCESSORIES AND APPURTENANCE THERETO, INCLUDING WITHOUT LIMITATION; SUPPORTING TOWERS, POLES, PROPS, GUYS AND ANCHORS, INCLUDING GUYS AND ANCHORS; WIRES, FIBERS, CABLES AND OTHER CONDUCTORS AND CONDUITS THEREFORE; AND PADS TRANSFORMERS, SWITHCES, VAULTS AND CABINETS, ON, OVER, OR UNDER THE SURFACE OF THE REAL PROPERTY  
Recorded: May 11, 2016  
Entry Number: [2792763](#)

**NOTICE OF MORTGAGE**

Recorded: July 13, 2016  
Entry Number: [2803387](#)

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ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18) MV1

Page 4 of 6



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

ISSUED BY  
**Old Republic National Title Insurance Company**

**Exceptions**

**20. APPLICATION FOR ASSESSMENT AND TAXATION OF AGRICULTURAL LAND**

Dated: June 21, 2017  
Recorded: July 28, 2017  
Entry Number: [2870399](#)

**21. APPLICATION FOR ASSESSMENT AND TAXATION OF AGRICULTURAL LAND**

Dated: November 5, 2018  
Recorded: February 14, 2019  
Entry Number: [2965470](#)

**22. DEED OF TRUST AND ASSIGNMENT OF RENTS**

Dated: September 14, 2007  
Amount: \$850,000.00  
Trustor: JURA HOLDINGS, LLC  
Beneficiary: DERLIN FOWLES AND MARIE FOWLES, AS JOINT TENANTS  
Trustee: FIRST AMERICAN TITLE INSURANCE AGENCY, LLC, A DELAWARE LIMITED  
LIABILITY COMPANY  
Recorded: September 24, 2007  
Entry Number: [2293625](#)

**SUBSTITUTION OF TRUSTEE**

Dated: May 4, 2012  
Recorded: May 15, 2012  
Entry Number: [2576604](#)  
Appointed Trustee: J. SCOTT BUEHLER, ATTORNEY AT LAW

**NOTICE OF DEFAULT**

Dated: May 15, 2012  
Recorded: May 15, 2012  
Entry Number: [2576605](#)

**23. TRUST DEED**

Dated: November 19, 2007  
Amount: \$130,193.49  
Trustor: JURA HOLDINGS, LLC  
Beneficiary: BERNIE R. DIAMOND, TRUSTEE OF THE VERBENA M. DIAMOND GIFT EXEMPT  
MATRIAL TRUST DATED NOVEMBER 30, 1993 AND RESTATED MARCH 3, 1999  
Trustee: ASPEN TITLE INSURANCE AGENCY, L.L.C.  
Recorded: November 28, 2007  
Entry Number: [2306998](#)

**24. TRUST DEED**

Dated: June 7, 2017  
Amount: \$1,216,000.00  
Trustor: MOUNTAIN VIEWS LAND & LIVESTOCK LLC A UTAH LIMITED LIABILITY  
COMPANY

*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. 186103

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18) MV1

Page 5 of 6



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

ISSUED BY  
**Old Republic National Title Insurance Company**

**Exceptions**

Beneficiary: CACHE VALLEY BANK  
Trustee: FIRST AMERICAN TITLE  
Recorded: June 21, 2017  
Entry Number: 2864005

25. Rights of parties in possession of the land under unrecorded leases, rental or occupancy agreements and any claims or interest arising thereunder.
26. The Company specifically excepts any and all matters pending against any lessee or tenant, being on or off record, including but not limited to, bankruptcies, judgment liens, federal and state tax liens, etc., and makes no certifications as to the checking of judgments, tax liens, or other encumbrances created by any lessee or tenant.
27. JUDGMENTS WERE CHECKED AGAINST THE FOLLOWING NAMES AND NONE WERE FOUND TO BE OF RECORD:
- GEORGE A. HARRIS  
EMERALD MARKETING & TECHNOLOGIES, INC.  
MOUNTAIN VIEW LAND AND LIVESTOCK, LLC
28. A 24 MONTH VESTING CHAIN OF TITLE HAS BEEN DONE AND THE FOLLOWING ITEMS WERE FOUND TO BE OF RECORD.
- NONE
29. 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.
30. 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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File No. 186103

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18) MV1

Page 6 of 6





## OLD REPUBLIC TITLE

### 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"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <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              |

Go to [www.oldrepublictitle.com](http://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 <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a>                                                                                                                                                                                                                                                                          |
| 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"> <li>• Give us your contact information or show your driver's license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <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"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a> 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"> <li>• <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></li> </ul>                                                                                                                                                                                   |
| 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"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>                                                                                                                                                                                                                                                                                                                                                                   |
| 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"> <li>• <i>Old Republic Title doesn't jointly market.</i></li> </ul>                                                                                                                                                                                                                                                                                                                                                                                       |

| Affiliates Who May be Delivering This Notice          |                                               |                                               |                                           |                                                |
|-------------------------------------------------------|-----------------------------------------------|-----------------------------------------------|-------------------------------------------|------------------------------------------------|
| 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                                 | Guardian Consumer Services, Inc.              | iMarc, Inc.                                   | Kansas City Management Group, LLC         | L.T. Service Corp.                             |
| Lenders Inspection Company                            | Lex Terrae National Title Services, Inc.      | Lex Terrae, Ltd.                              | Mississippi Valley Title Services Company | National Title Agent's Services Company        |
| Old Republic Branch Information Services, Inc.        | Old Republic Diversified Services, Inc.       | Old Republic Escrow of Vancouver, Inc.        | Old Republic Exchange Company             | Old Republic National Ancillary Services, Inc. |
| Old Republic National Commercial Title Services, Inc. | Old Republic Title and Escrow of Hawaii, Ltd. | Old Republic National Title Insurance Company | Old Republic Title Company                | Old Republic Title Companies, Inc.             |
| 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.                       |
| RamQuest Software, Inc.                               | Republic Abstract & Settlement, LLC           | Sentry Abstract Company                       | Surety Title Agency, Inc.                 | The Title Company of North Carolina            |
| Trident Land Transfer Company, LLC                    |                                               |                                               |                                           |                                                |