

COMMITMENT FOR TITLE INSURANCE  
ISSUED BY

## 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, *Real Advantage Title Insurance Company, a California 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 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

REAL ADVANTAGE TITLE INSURANCE COMPANY

Countersigned By:

A handwritten signature in black ink, appearing to read "WDB", written over a horizontal line.

BY: \_\_\_\_\_  
William D. Burding, Jr.,  
Executive Vice President & General Counsel

A handwritten signature in black ink, appearing to read "KH", written over a horizontal line.

BY: \_\_\_\_\_  
Ken Higley, Title Officer  
Real Advantage Title Insurance 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; [and]
- (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.

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- (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.

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

Issuing Agent: Real Advantage Title Insurance Agency  
Issuing Office: 1785 East 1450 South, Suite 100, Clearfield, UT 84015  
Issuing Office's ALTA® Registry ID:  
Loan ID Number:  
Commitment Number: 21-4389-RM  
Issuing Office File Number: 21-4389-RM  
Property Address:] Not Available, Ogden, UT 84404  
[Revision Number:] 2

**SCHEDULE A**

1. Commitment Date: 06/28/2021 at 8:00 AM
2. Policy to be issued:
  - (a) ALTA Owner's Policy  
Proposed Insured:  
Proposed Policy Amount: \$457,000.00  
Proposed Premium Amount: \$2,090.00
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: Amber Mountain Developing , LLC, a Utah Limited Liability Company.
5. The Land is described as follows:  
See attached Exhibit A.

**REAL ADVANTAGE TITLE INSURANCE COMPANY**



BY: \_\_\_\_\_  
**Authorized Countersignature**  
**Ken Higley, Title Officer**

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**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.

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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. 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 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 no 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 record 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.**

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9. General Property Taxes for the year 2020 have been paid in the amount of \$45.52.  
Tax Parcel # 15-060-0145
10. Said property is within the boundaries of Ogden and Tax District 513, and is subject to any charges and assessments levied thereunder.
11. 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.
12. Subject to and Less and Excepting any portion lying within the county road.
13. The rights of others, if any, in and to the Hooper Irrigation Canal as their interest may appear and for maintenance of the same.
  - (a) Any past or future change in the Hooper Irrigation Canal which forms the Westerly boundary of the land.
  - (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.
14. Terms and Conditions of that certain Boundary Line Agreement  
Recorded: 11/12/2002  
Entry No.: 1888796  
Book/Page: 2284/2297
15. Claim, right, title or interest to water or water rights, whether or not shown by the public records.
16. 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).
17. Terms and Conditions of that certain Certificate from the Taylor West Weber Water Improvement District  
Recorded: 5/12/2008  
Entry No.: 2340974
18. Terms and Conditions of that certain Certificate of Annexation from the Taylor West Weber Water Improvement District  
Recorded: 5/16/2008  
Entry No.: 2342049
19. Terms and Conditions of that certain Resolution No. 27-2012  
Recorded: 12/13/2012

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Entry No.: 2610456

20. Terms and Condition 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 Creation of the Western Weber Park District  
Recorded: 8/1/2017  
Entry No.: 2870841

22. Terms and Conditions of that certain Notice of an Impending Boundary Action  
Recorded: 8/1/2017  
Entry No.: 2870842

23. 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:

Thomas Powers

Nancy Powers

Trevor Gailey

Cyndi Gailey

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

Warranty Deed  
Recorded: 05/10/2021  
Entry No.: 3151500

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**EXHIBIT A**

The Land referred to herein below is situated in the County of Weber, State of Utah, and is described as follows:

Beginning at a point on the center of a county road, West 1192.06 feet and North 9.59 feet from the East quarter corner of Section 22, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey; running thence West along the quarter section line 725 feet, more or less; thence North 35°40' East 695.90 feet; thence South 89°38' East 596 feet to the center of county road; thence Southwest along the center of said county road 626.04 feet to the point of beginning.

Tax Parcel #: 15-060-0145

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