



First American Title

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 14253-6202431

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN 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 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, ***First American Title Insurance Company***, a Nebraska 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.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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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.

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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First American Title

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 14253-6202431

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company

Issuing Office: 215 South State Street, Suite 280, Salt Lake City, UT 84111

Issuing Office's ALTA® Registry ID: 1178462

Issuing Office File No.: 14253-6202431

Commitment No.: 14253-6202431

Property Address: Vacant Land, Liberty, UT 84310

Revision No.:

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: **Sandy Espinoza at (801)825-1313 located at 1795 E Legend Hills Drive, Ste 100, Clearfield, UT 84015.**

SCHEDULE A

1. Commitment Date: January 31, 2022 8:00 AM
2. Policies to be issued:
 - (A) ALTA® Owner's Policy of Title Insurance
Proposed Insured: **TBD**
Proposed Policy Amount: \$1,000.00 Premium: \$
 - (B) ALTA® Loan Policy of Title Insurance
Proposed Insured: **Lender To Be Determined**
Proposed Policy Amount: \$1,000.00 Premium: \$
 - (C) Endorsements: NONE Premium: \$
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:
Alexander Cheung and Nicole Cheung, husband and wife, as joint tenants
5. The Land is located in Weber County, UT, and is described as follows:

PARCEL 1:

PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS SOUTH 89°45'33" EAST ALONG THE SECTION LINE 1396.26 FEET, SOUTH 00°14'27" WEST 60.00

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FEET AND SOUTH 89°45'33" EAST 775.64 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 17, AS RESET BY THE COUNTY SURVEYOR IN 1997 (BASIS OF BEARING BEING SOUTH 89°45'33" EAST ALONG THE LINE BETWEEN THE NORTHWEST CORNER AND THE NORTHEAST CORNER OF SAID SECTION); THENCE SOUTH 89°45'33" EAST 244.80 FEET; THENCE SOUTH 00°16'27" WEST 890.64 FEET; THENCE NORTH 89°42'47" WEST 244.28 FEET; THENCE NORTH 00°14'27" EAST 890.45 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS SOUTH 89°45'33" EAST ALONG THE SECTION LINE 1396.26 FEET, SOUTH 00°14'27" WEST 60.00 FEET AND SOUTH 89°45'33" EAST 1020.44 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 17, AS RESET BY THE COUNTY SURVEYOR IN 1997 (BASIS OF BEARING BEING SOUTH 89°45'33" EAST ALONG THE LINE BETWEEN THE NORTHWEST CORNER AND THE NORTHEAST CORNER OF SAID SECTION); THENCE SOUTH 89°45'33" EAST 244.80 FEET TO THE QUARTER SECTION LINE; THENCE SOUTH 00°18'25" WEST ALONG SAID LINE, 890.84 FEET; THENCE NORTH 89°42'47" WEST 244.29 FEET; THENCE NORTH 00°16'27" EAST 890.64 FEET TO THE POINT OF BEGINNING.

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First American Title

Schedule BI & BII

ALTA Commitment for Title Insurance

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First American Title Insurance Company

File No: 14253-6202431

Commitment No.: 14253-6202431

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. Provide releases, reconveyances, or other instruments, acceptable to the Company, including payment of any amounts due, removing the encumbrances shown in Schedule B, Part II that are objectionable to the Proposed Insured.
6. Provide us with copies of appropriate agreements, resolutions, certificates, or other evidence needed to identify the parties authorized to execute the documents creating the interest to be insured.
7. Provide us with any information regarding personal property taxes which may have been assessed or are due and payable which could become a lien on the real property.

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First American Title

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

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First American Title Insurance Company

File No: 14253-6202431

Commitment No.: 14253-6202431

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. (a) Taxes or assessments that 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; (b) proceedings by a public agency that 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, interest or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and not shown in 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, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
7. 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.

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Subject to underwriting review and approval, some or all of Exceptions 1-7 may be omitted on extended coverage and Eagle policies

(The following exception affects Parcel 1)

8. Taxes for the year 2022 now a lien, not yet due. General property taxes for the year 2021 were paid in the amount of \$11,949.43. Tax Parcel No. 22-007-0082.

(The following exception affects Parcel 2)

9. Taxes for the year 2022 now a lien, not yet due. General property taxes for the year 2021 were paid in the amount of \$13,426.48. Tax Parcel No. 22-007-0083.
10. Any charge upon the land by reason of its inclusion in Weber Basin Water Conservancy District, Weber County Fire Protection Service Area No. 4, Weber County Service Area No. 5 and Liberty Cemetery.

(The following exceptions affects Parcels 1 and 2)

11. Leases, grants, exceptions or reservations of minerals or mineral rights appearing in the public records.
12. Easements and rights of way of record or enforceable in law and equity for any roads, ditches, canals, reservoirs, or transmission lines, pipelines, or poles, now existing over, under or across the subject property.
13. Right of Way and Maintenance Agreement, recorded June 14, 1996, as Entry No. 1412545, in Book 1811, at Page 1636, of Official Records.
14. Right of Way and Easement Grant with Maintenance Agreement, recorded October 28, 1997, as Entry No. 1500991, in Book 1888, at Page 1586, of Official Records.

(The following exceptions affects Parcel 2)

15. Petition to Weber Basin Water Conservancy District for the Allotment of Water, recorded November 15, 2021, as Entry No. 3196868 of Official Records.
16. Petition to Weber Basin Water Conservancy District for the Allotment of Water, recorded November 15, 2021, as Entry No. 3196869 of Official Records.
17. Petition to Weber Basin Water Conservancy District for the Allotment of Water, recorded November 15, 2021, as Entry No. 3196870 of Official Records.
18. Our search of the Public Records finds no outstanding Mortgages affecting the Land.

The name(s) Alexander Cheung and Nicole Cheung , has/have been checked for judgments, State and Federal tax liens, and bankruptcies and if any were found, are disclosed herein.

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Chain of Title

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:

<u>Document</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Rec Date</u>	<u>Entry No.</u>	<u>Book</u>	<u>Page</u>
Warranty Deed	Barton E. Gross	Alexander Cheung and Nicole Cheung, husband and wife, as joint tenants	July 1, 2021	3165360		

Title inquiries should be directed to Shelly Gwynn @ (801)825-1313.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

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