



COMMITMENT FOR TITLE INSURANCE

**SCHEDULE A
ALTA COMMITMENT**

1. Commitment Date: January 19, 2022 at 8:00am
2. Policy or Policies to be issued:
 - (a) **ALTA STANDARD OWNER'S POLICY 6-17-2006**
 Proposed Insured: Janisan, Inc, a Utah corporation
 Amount of Insurance: \$1,287,000.00
 Premium: To Be Determined
 - (b) **ALTA EXTENDED LOAN POLICY 6-17-2006**
 Proposed Insured: To Be Determined
 Amount of Insurance: To Be Determined
 Premium:
 Endorsements: To Be Determined
 Endorsement Amount:
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
4. Title to the estate or interest in the Land is at the Commitment Date vested in:

[RLSS, LLC, a Utah limited liability company](#)
5. The land referred to in this Commitment is described as follows:

 See Attached Exhibit "A"

Property Address:

Ogden, Utah 84044
Tax ID: 10-041-0023

COUNTERSIGNED

Old Republic National Title Insurance Company

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EXHIBIT "A"

A parcel of land lying and situate in the East Half of the Northeast Quarter, of Section 20, Township 6 North, Range 3 West, Salt Lake Base and Meridian. Comprising a 6.01 acre portion of that particular parcel of land described in that certain Warranty Deed recorded 18, January, 2019 as Entry #[2961992](#) of the Weber County Records and depicted on that certain Record of Survey filed as Survey Number 6390 in the Office of the Weber County Surveyor. Basis of Bearing for Subject Parcel being North 89°41'19" West 2650.40 feet, measured, between the Weber County brass cap monuments monumenting the north line of the Northeast Quarter of said Section 20. Subject Parcel being more particularly described as follows:

Commencing at the Northeast Corner of said Section 20, thence South 00°49'42" West 50.47 feet; Thence South 89°29'19" West 365.93 feet; Thence South 89°52'15" West 146.39 feet to the True Point of Beginning:

Thence Southerly 23.75 feet along the arc of a 15.00 foot radius curve to the right (center bears South 00°07'45" West) through a central angle of 90°43'20"; Thence South 00°51'05" West 405.63 feet to a point of curvature; Thence westerly 23.73 feet along the arc of a 15.00 foot radius curve to the right (center bears North 89°08'55" West) through a central angle of 89°16'40" to a point of tangency; Thence North 89°52'15" West 530.93 feet to a point of curvature; Thence southerly 85.01 feet along the arc of a 55.00 foot radius curve to the left (center bears South 00°07'45" West) through a central angle of 88°33'36"; Thence North 00°51'05" East 489.26 feet; Thence South 89°52'15" East 584.86 feet to the point of beginning.

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**SCHEDULE B - I
ALTA COMMITMENT**

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. Record Warranty Deed sufficient to convey the fee simple estate or interest in the property described or referred to herein.
6. Deed of Trust sufficient to encumber the fee simple estate or interest in the property described or referred to herein, for the benefit of the Proposed Insured, Schedule A, item 2B.
7. Obtain a copy of the Articles and/or Certificates of Organization or Incorporation, Bylaws or Operating Agreement (whichever may apply) for: **RLSS, LLC and Janisan, Inc.**
8. Approval by the Company's Underwriter of the contents hereof and satisfaction of any conditions or requirements imposed hereby. (The outstanding interest of Basin Land and Livestock Company)
9. The State Construction Registry must be searched prior to recording.

Constructions Loans - A Notice of Construction Loan must be filed with the SCR.

Recently Completed Construction - A Notice of Completion must be filed with the State Construction Registry.

Lien Waivers must be obtained from any Lien Claimant who has filed a Preliminary Notice and a Mechanic's Lien Indemnity Agreement (INDEM1) may be required before a Policy can be issued.

Upon receipt and review of the requested documentation, the Insurer may make additional exceptions or further requirements. Approval by the Company's Underwriter of the contents here of and satisfaction of any conditions or requirements imposed thereby.

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**SCHEDULE B - II
ALTA COMMITMENT
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:

General Exception

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.

Standard Exceptions

2. 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.
3. Any facts, 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.
4. Easements, liens, encumbrances, or claims of easements, liens or encumbrances which are not shown by the public records
5. 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.
6. Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, Indian treaty or aboriginal rights, including but not limited, easements or equitable servitudes, water rights, or claims or title to water.
7. Any liens, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
8. Any service, installations, connections, maintenance, or construction charges for sewer, water, electricity, or garbage.

Note: General Exception 1 and Standard Exceptions 2 - 8 will be deleted on any extended coverage loan policy

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Special Exceptions

9. 2022 General Property Taxes are accruing and are not yet due and payable under Tax ID No. 10-041-0023.
- 2021 General Property Taxes have been PAID in the amount of \$4.28 under Parent Tax ID No.: [10-041-0001](#)
- The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, which becomes effective upon a change in the use of all or part of eligible land, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded July 15, 2021, as Entry No. [3168347](#), of the Official Records.
10. Subject property is included within the boundaries of Tax District **389** and is subject to the charges and assessments thereof:
- Weber County
 - Warren-West Warren Cemetery District
 - Weber Fire District
 - W.C.S.A. No. 6-West Warren Park
 - Weber County Industrial Service Area No. 1
11. Water rights, or claims or title to water.
12. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, geothermal resources, uranium, clay, rock, sand and gravel in, on, and/or 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.
13. Vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs, used in connection with such water rights, as maybe recognized and acknowledged by the local customs, laws, and decisions of courts and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises, hereby granted, as provided by law, and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States, as disclosed within that certain Patent recorded October 18, 1926 as Entry No. 4-1007 in [Book 106 at Page 195](#) of the Official Records.
14. The interest of Basin Land and Livestock Company who acquired title as Peery Land and Livestock Company, under and by virtue of that certain Warranty Deed from John Earl Felt and Myrtle U. Felt recorded October 11, 1941, as Entry No. [64466](#) in Book 150 at Page 111 of Official Records.
15. The affects of a Quit Claim Deed, by and between Basin Land & Livestock Company and Basin Investment Company, recorded February 16, 1980 as Entry No. [803495](#) in Book 1344 at Page 733, of Official Records.
16. Ordinance No. 12-81, and the terms, conditions and limitations contained therein:
- Purpose: Establish a County Service Area.
 - Recorded: December 22, 1981
 - Entry No.: [849262](#)
 - Book: 1394
 - Page: 1772, of the Official Records

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

File No. 2262279MT

17. Ordinance No. 23-93, and the terms, conditions and limitations contained therein:
Purpose: Establish The West Warren Park Service Area.
Recorded: December 17, 1993
Entry No.: [1264028](#)
Book: 1694
Page: 2050, of the Official Records
18. Reservations as referenced in that certain Special Warranty Deed:
Recorded: August 18, 1994
Entry No.: [1307548](#)
Book: 1727
Page: 1814, of the Official Records
19. An Unrecorded Lease executed by SF Pacific Properties Inc, as Lessor, and Rafter S. Ranch, LLC, as Lessee, as disclosed by that certain Partial Assignment:
Dated: August 11, 1994
Recorded: August 14, 1994
Entry No.: [1307561](#)
Book: 1727
Page: 1850, of the Official Records
20. Ordinance No. 21-78, and the terms, conditions and limitations contained therein: .
Recorded: August 13, 2002
Entry No.: [1867804](#)
Book: 2254
Page: 325, of the Official Records
21. Resolution No. 27-2012, and the terms, conditions and limitations contained therein:
Recorded: December 13, 2012
Entry No.: [2610456](#)
22. The terms, conditions, restrictions, reservations and limitations of that certain Northern Utah Environmental Resource Agency:
Recorded: January 20, 2015
Entry No.: [2718461](#), of the Official Records
23. Resolution No. 2017-101, and the terms, conditions and limitations contained therein:
Recorded: July 10, 2017
Entry No.: [2866856](#), of the Official Records
24. The rights of parties in possession of subject property under unrecorded Contracts, Leases, Rental or Occupancy Agreements and any claim and/or claim liens thereunder.

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File No. 2262279MT

- 25. 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. SUBJECT TO ANY PRELIMINARY NOTICE(S) THAT MAY APPEAR IN THE STATE CONSTRUCTION REGISTRY AND THE LIEN RIGHTS ASSOCIATED THEREIN.**

This exception may be deleted from the policy when verification that all lien claimants who have filed a preliminary notice with the SCR have been paid.

NOTE: The following name(s) have been checked for judgments and no unsatisfied judgments appear of record, except as shown herein:

RLSS, LLC and Janisan, Inc.

For Escrow inquiries contact Matthew Toyn, 801-753-7700 or MToyn@oldrepublictitle.com

If one of the Title Insurance Policies referenced in Schedule A is not purchased within six months of the Effective Date referenced in Schedule A, a cancellation charge will be assessed.

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.

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

File No. 2262279MT

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 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, 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.

Issued through the Office of:
Old Republic National Title Insurance-Commercial
299 S. Main Street, Ste 120
Salt Lake City, UT 84111

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

Authorized Signatory

By  *C. Monroe* President
Attest  *David Wald* Secretary

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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 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

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- (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.

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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