

Commitment for Title Insurance

Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued through the Office of: Metro National Title 345 East 300 South Salt Lake City, UT 801-363-6633

By

A Stock Company

(612) 371-1111

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

400 Second Avenue South, Minneapolis, Minnesota 55401

President

Attest

Secretary

Authorized Signature



Order Number: **38743** Client File Number:

1. Effective date: October 9, 2013 at 7:45 AM

2. Policy or Policies to be issued:

(a) 2006 A.L.T.A. Owners

Owner's Premium Proposed Insured:

Matthew L. Cardon and Ashley Cardon

v

(b) 2006 A.L.T.A. Loan (Extended)

Loan Premium

Endorsements:

Endorsement Premium(s) \$0.00

Proposed Insured:

(c) Leasehold

\$

Amount of Insurance

Amount of Insurance

\$0.00

\$0.00

Proposed Insured:

- 3. The estate or interest in the land described or referred to in this Commitment and covered herein is: **FEE SIMPLE**
- Title to the estate or interest in said land is at the effective date hereof vested in:
 Douglas J. Cardon and Janine G. Cardon, Trustees of the Douglas J. Cardon and Janine G. Cardon
 Trust, dated April 25, 2002
- 5. The land referred to in this Commitment is in the State of Utah, County of Cache and is described as follows:

See attached Exhibit "A"

Purported Address: 7948 East 100 South Huntsville, UT 84317

THIS COMMITMENT IS INVALID UNLESS SCHEDULE B AND COVER ARE ATTACHED

This Commitment may be subject to a Cancellation Fee

Exhibit "A"

Part of the Southwest Quarter of Section 8, Township 6 North, Range 2 East, Salt Lake Base and Meridian, U.S. Survey: Beginning 9.63 chains North of the Southwest Corner of Section 8; running thence North 19.15 chains; thence East 17.68 chains; thence South 1°30' East to a point South 87°30' East from beginning; thence North 87°30' West 18.21 chains to beginning.

SCHEDULE B Section 1

REQUIREMENTS

The following are the requirements to be complied with:

- Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
- Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.

TO-WIT:

NOTICE TO APPLICANT: The land covered herein may be serviced by districts, service companies and/or municipalities, which assess charges for water, sewer, electricity and any other utilities, etc. which are not covered by this report or insured under a title insurance policy.

NOTE: If the applicant desires copies of the documents underlying any exception to coverage shown herein, the Company will furnish the same request, if available, either with or without charge as appears appropriate.

NOTE: Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action pursuant to the Title Insurance Rules of the American Arbitration Association, a copy of which is available on request from the Company. 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.

1. None at this time

Vesting Deed Image

Plat Map Image

NOTE: The following names have been checked for Judgments, Federal Tax Liens and Bankruptcies.

Matthew L. Cardon and Ashley Cardon

Douglas J. Cardon and Janine G. Cardon, Trustees of the Douglas J. Cardon and Janine G. Cardon Trust, dated April 25, 2002

THE UNDERWRITER DESIGNATED FOR THIS FILE SHALL BE Old Republic National Title Insurance Company

PLEASE DIRECT ANY TITLE INQUIRES TO Jeff Lynch at 801-363-6633

END OF SCHEDULE B - Section 1

SCHEDULE B Section 2

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys fees or expenses) that arise by reason of:

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of 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, interests 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, of claims thereof, that are not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, 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 heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 7. Defects, liens, encumbrances, adverse claims or other matters, in 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 the value the estate or interest or mortgage thereon covered by this Commitment.

The printed Exceptions 1 through 7 will be deleted from the ALTA Extended Loan Policy

- 8. Taxes for the year 2013 have been assessed in the amount of \$250.83, and are due and payable on November 1, 2013, and will be delinquent after November 30, 2013. Taxes for the year 2012 have been paid. (Tax ID No. 21-010-0028)
- 9. The land described herein is located within the boundaries of the Weber Basin Water Conservancy District, Weber Area Dispatch 911 and Emergency Services District, Weber Fire District and the Ogden Valley Natural Gas Improvement District, and is subject to any assessments levied thereby.
- 10. The right of Weber County to reassess the Tax Assessment on said property in accordance with Secs. 59-2-501 to 515 as disclosed by that certain Annual Application for Assessment and Taxation of Agricultural Land 1969 Farmland Assessment Act:

Recorded: October 30, 2013

Entry No.: 2662241of Official Records.

11. Resolution No. 27-2012 Recorded: December 13, 2012

Entry No.: 2610456

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 therein.

12. There is no apparent access to the subject property by either public roadway or private right of way.

13. Memorandum of Option and Right of First Refusal, including the terms and conditions thereof:

Between: Fuller Family, L.L.C., a Utah limited liability company

And: Trinity Holding Company, LLC, a Utah limited liability company

Dated: December 14, 2005 Recorded: December 21, 2005

Entry No.: 2149952

END OF SCHEDULE B - Section 2

CONDITIONS

- 1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
- 2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
- 3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
- 4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
- 5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

You may review a copy of the arbitration rules at: http://www.alta.org/.



PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending on which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, but telephone or any other means;
- Information about your transaction with us, our affiliated companies, or other, and
- Information we receive a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any non affiliated party. Therefore, we will not release your information to non affiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may. However, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purposes, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard you nonpublic personal information.

AFTER RECORDING RETURN TO:

Douglas J. Cardon, Trustee 6 Orion Star Court The Woodlands, TX 77382

E# 2582876 PG 1 OF 7
ERNEST D ROWLEY, WEBER COUNTY RECORDER
26-Jun-12 0128 PM FEE \$52.00 DEP TT
REC FOR: METRO NATIONAL TITLE
ELECTRONICALLY RECORDED

MAIL TAX NOTICE TO:

Douglas J. Cardon, Trustee 6 Orion Star Court 7948 East 100 South

The Woodlands, TX 77382. Huntsville, Utah 84317

29427MNT

SPACE ABOVE THIS LINE () %" X 5") FOR RECORDER'S USE

SPECIAL WARRANTY DEED

Escrow No: 29427

NAREP BISON CREEK, LLC, a Delaware limited liability company, Grantor, of Minnetonka, Minnesota, hereby CONVEYS AND WARRANTS only as against all claiming by, through or under it to DOUGLAS J. CARDON AND JANINE G. CARDON, CO-TRUSTEES OF THE DOUGLAS J. CARDON AND JANINE G. CARDON TRUST, Grantee, of The Woodlands, Texas, for the sum of Ten Dollars and other good and valuable considerations the following described tract(s) of land in Weber County, State of Utah and more particularly described on Exhibit A attached hereto and made a part hereof.

Subject only to the Permitted Exceptions listed on Exhibit B attached hereto and made a part hereof.

Witness, the hand(s) of said Grantor(s), this 22 day of June, 2012.

NAREP BISON CREEK, LLC, a Delaware limited liability company

LYANE MAKENTAN-

Ву:

1038351.2

STATE OF Minnesota COUNTY OF GUNNEPIN SS

On June 22, 2012, before me, JENNIFEK FILLER, Notary Public, personally appeared INNIE MALKNETHT, the Anti-med Agnetary of NAREP Bison Creek, LLC, a Delaware limited liability company, known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(les) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Junifet A. Fuller

My Commission Expires: Jan. 31, 2015

Notary Public Minnesota My Comm. Expires Jan 31, 2015

This area for official notarial seal

Exhibit A to Special Warranty Deed

Legal Description of Property

That certain property situated in Weber County, State of Utah, and more particularly described as follows:

21.010-0006 T. X.

a part of Section 8, Township 6 North, Range 2 East, Salt Lake Meridian, U.S. Survey: Beginning at a point 2.38 chains West from the center of said Section 8, running thence North 1°30' West 8.40 chains, more or less, to the South line of the Jones Property (21-010-0005); thence East 2.60 chains to the East line of the Northwest Quarter of said Section 8; thence North 89°36' East 20.48 chains; thence South 2°7' West 20.04 chains; thence East 10.50 chains; thence South 5.5 chains; thence West 20.93 chains; thence South 4.26 chains; thence West 19.8 chains, more or less, to the West line of the Wangsgard property (21-010-0024); thence North 1°30' West 9.95 chains; thence East 10 chains; thence North 1°30' West 10.72 chains to the point of beginning. (Covers Tax ID Numbers (21-010-0006, 21-010-0024, 21-010-0011, 21-010-0010, 21-010-0012)

Part of the Southeast Quarter of Section 7, Township 6 North, Range 2 East, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point 9.77 chains North 16' East and 1.77 chains North 86°53' West from Southeast corner of said Quarter Section; thence North 86°51' West 10.82 chains; thence North 1°40' West 1 rod; thence South 86°53' East 10.82 chains, more or less, to a point 1 rod North 2°20' West from beginning; thence South 2°10' East 1 rod to the place of beginning. 21-007-0008

Part of the Southwest Quarter of Section 8, Township 6 North, Range 2 East, Salt Lake Base and Meridian, U.S. Survey: Beginning 9.63 chains North of the Southwest corner of Section 8; running thence North 19.15 chains; thence East 17.68 chains; thence South 1°30' East to a point South 87°30' East from beginning; thence North 87°30' West 18.21 chains to beginning. 21-010-0028

Parcel 4:

Part of the South 1/2 of Section 5, and part of the North 1/2 of Section 8, Township 6 North, Range 2 East, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point on the Section Line between said Sections 5 and 8, said point being North 89°44'30" East 1086.38 Feet and North 89°36' East 660 Feet along said Section Line from the Southwest Corner of Section 5; running thence North 1°12' West 135.30 feet; thence North 71°00' East 1023 Feet to the Mountain Creek; thence South 39°23'03" East along said Creek 1672.70 Feet; thence North 89°09' West 594 Feet; thence North 86°02'50" West 541.97 Feet to the Quarter Section Line; thence North 0°57' East along said Line 27.72 Feet; thence North 89°52'18" West 852.22 Feet; thence North 01°12'00" West 731.36 Feet, more or less, to the Section Line and the point of beginning. (E#1708282 2074-1823). Together with and subject to a 1 road right-of-way along the South Side of said property. Also: a 1 rod Road right-of-way over the following described property: Beginning 118.80 Feet North of the point of beginning of the foregoing described property; running thence South 89°41'20" West 16.5 Feet; thence North 1°12' West 170.20 Feet; thence North 89°41'20" East 16.5 Feet; thence South 1°12' East 170.20 Feet to the beginning. 21-003-0001

Parcel 5: 21-010-0002 T. A part of the Northwest quarter of Section 9, and a part of the Northeast quarter of Section 8, Township 6 North, Range 2 East, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point 800.00 feet West of the Southeast corner of the Northeast quarter of Section 8 and running thence West 520.00 feet; thence North 559 feet, more or less, to a point which is North 0°57' East 545.82 feet and North 89°36' East 1292.28 feet from the Southwest corner of said quarter Section; thence North 53°54'30" East 1319 feet, more or less, to an existing fence; thence South 55° East along said fence 312.00 feet, more or less, to the East line of said Northwest quarter Section; thence South 55° East along said fence 66.00 feet; thence South 66° East continuing along said fence 462.00 feet; thence South 53°54'30" West 1581 feet, more or less, to the point of beginning.

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Less that portion within the Ogden Valley Canal.

Parcel 5A

A right-of-way created in that Quit Claim Deed recorded April 19, 2001, as Entry No. 1765099, in Book 2132, Page 440, records of Weber County, Utah, over and across the following described property: Part of the Northeast quarter of Section 8, Township 6 North, Range 2 East, Salt Lake Base and Meridian, U.S. Survey: Being a strip of land one rod wide centered on the following described line: Beginning at a point which is 792.00 feet North 89°43' East 587.40 feet North 26°40' West and 8.25 feet South 89°09' East from the Southwest corner of the Northwest quarter of the Northwast quarter of said Section 8, and running thence South 34°24'25" East 1464.0 feet, more or less, to the Northwesterly line of said Parcel.

Less that portion within the Ogden Valley Canal. 21-010-0002.

Parcel 6:

Part of the North 1/2 of Section 8, Township 6 North, Range 2 East, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point on the quarter Section line South 0°57' West 757.02 feet from the North quarter corner of said Section 8 and running thence South 0°57' West 27.72 feet, thence South 86°02'50" East 541.97 feet, thence South 26°40' East 1431.54 feet; thence West 2197.80 feet, thence North 1°30' West 376.86 feet, thence West 877.00 feet to a Lane, thence along said Lane as follows: North 46°07'16" East 1159.11 feet and North 11°37'42" East 170.00 feet, thence South 89°52'18" East 1032.22 feet to the point of beginning. Together with a 1 Rod Right-of-Way along the North side of said property. 21-010-0005

Parcel 7:

Part of Section 8, Township 6 North, Range 2 East, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point 2.38 chains West and North 1°30' West 8.40 chains from the center of said Section 8; thence North 1°30' West 0.2 chains; thence East 2.6 chains to the East Line of the Northwest quarter; thence South 0.2 chain; thence West 2.6 chains to the point of beginning. 21-010-0007

Parcel 8: 21-010-0020 T. Part of Southeast quarter Section 8 township 6 North, Range 2 East, Salt Lake Meridian, U.S. Survey: Beginning 9.74 chains West and 3.22 chains North of Southeast corner of said quarter Section, thence North 10 rods, thence West 20.93 chains, thence South 10 Rods, thence East 20.93 chains to beginning.

Parcel 9:

21-010-0020

A part of the Southeast quarter of Section 8, Township 6 North of Range 2 East of the Salt Lake Meridian U.S. Survey: Beginning at a point 9.74 chains West and 3.22 chains North of the Southeast corner of said quarter Section, and running thence West 20.93 chains, thence South 2.5 chains, thence East 20.93 chains thence North 2.5 chains to place of beginning. 21-010-0021

Parcel 10

Part of the Southwest quarter of Section 8, Township 6 North, Range 2 East, Salt Lake Meridian, U.S. Survey: Beginning at a point 1.32 chains West and North 1°30' West 8.79 chains from the Southeast corner of said quarter Section, and running thence North 88°30' West 10 chains; thence North 87°30' West 10 chains; thence North to a point North 1°30' West 10.04 chains and North 89° West 20 chains from the place of beginning; thence South 89° East 20 chains; thence South 1°30' East 10.04 chains to the place of beginning.

Together with the right to the use of the following described tract of Land, as a Right-of-Way for purposes of Ingress and Egress only: Beginning at a point 1.32 chains West from the Southeast corner of the Southwest quarter of Section 8, Township 6 North, Range 2 East, Salt Lake Meridian, U.S. Survey: And running thence North 1.5° West 8.49 chains; thence East 16.5 feet; thence South 1.5° East 19.97 chains to the Country Road; thence West along the North line of said County Road 16.5 feet; thence North 1.5° West 11.48 chains to the place of beginning. 21-010-0025

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Parcel 11:

Part of the Southwest quarter of Section 8, Township 6 North, Range 2 East, Salt Lake Meridian, U.S. Survey: Beginning at a point 1.32 chains West from the Southeast corner Rock and Extending West 9.80 chains; thence North 2°30' West 8.36 chains; thence South 88°30' East 10 chains; thence South 1°30' East 8.79 chains to place of beginning. 21-010-0026

Parcel 12:

Part of the Southeast quarter of Section 8 and part of the Northeast quarter of Section 17, Township 6 North, Range 2 East, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point 9.74 chains West of the Southeast corner of the Southeast quarter of Section 8, thence North 72 chains, thence West 20.93 chains thence South 2.5 chains, thence South 89°20' East 20.93 chains, thence North 1.78 chains to beginning. 21-026-0005

Parcel 13:

Part of the Northeast and Northwest quarter of Section 17, Township 6 North, Range 2 East, Salt Lake Base and Meridian, U.S. Survey: Beginning at the Northeast corner of said Northwest quarter, thence West 87.12 feet, thence South 1°30' East to the North Line of County Road; thence South 89°15' East 36.6 feet; thence North 384 feet; thence East 533 feet; thence North 276 feet; thence East 92.4 feet; thence North 102.96 feet; thence West 579 feet to the place of beginning. 21-026-0007

Parcel 14:

Part of Section 17, Township 6 North, Range 2 East, Salt Lake Meridian, U.S. Survey: Beginning at the North Center Section Rock of Section 17 (the corner is 1.32 chains West) running thence South 1°30' East 11.48 chains; thence South 88°30' vvest 9.75 chains, East 9.86 chains to the place of beginning. 21-026-0053 East 11.48 chains; thence South 88°30' West 9.75 chains; thence North 1°30' West 11.50 chains, thence

Part of the Southwest quarter of Section 8, Township 6 North, Range 2 East, Salt Lake Base and Meridian, U.S. Survey: Beginning 8.33 chains East of the Southwest corner of said Southwest quarter of Section 8; thence North 1°30' West 9.3 chains; thence South 87°45' East 19.98 chains; thence South 1°30' East 8.36 chains; thence West 19.95 chains to beginning. 21-010-0027

Beginning at a point 8.33 chains East of the Northwest corner of the Northwest quarter of Section 17, Township 6 North, Range 2 East, Salt Lake Base and Meridian, U.S. Survey; running thence East 19.95 chains; thence South 1°30' East 11 chains; thence North 89° West 19.98 chains; thence North 1°30' West 10.70 chains to the place of beginning. 21-026-0054

Parcel 17:

Part of the Southwest quarter of Section 8, Township 6 North, Range 2 East, Salt Lake Meridian, U.S. Survey: Beginning at a point 17.68 chains East and 10.72 chains South from the Northwest corner of said quarter Section; running thence South 1°30' West 9.88 chains; thence East 5.0 chains; thence North 1°30' East 9.88 chains; thence West 5.0 chains to the place of beginning. 21-010-0029

A Part of the West half of Section 8, Township 6 North, Range 2 East, Salt Lake Meridian, U.S. Survey: Beginning at a point 17.36 chains East of the Northwest corner of the Southwest quarter of said Section 8, and running thence North 8.47 chains; thence East 12.5 chains, thence South 8.47 chains; thence South 1°30' East 10.72 chains, thence West 12.5 chains; thence North 1°30' West 10.72 chains to the place of beginning. 21-010-0032 / V

Parcel 19: 21-010-0041 T. A part of the Northeast quarter of Section 8, Township 6 North, Range 2 East, Salt Lake Base and Meridian, U.S. Survey; Beginning at a point which is North 0°57'00" East 545,82 feet and North 89°36' East 1292.28 feet from the Southwest corner of said quarter Section; and running thence South 89°36' West 94.38 feet; thence North 26°40' West 844.14 feet, more or less to a point 792.00 feet North 89°43' East from the Southwest corner of the Northwest quarter of said Northeast quarter Section; thence North 26°40' West 587.40 feet; thence South 89°09' East 594.0 feet to Mountain Canal; thence in a Northwesterly direction 1095 feet more or less along said canal to a point on the North line of said quarter Section 429.00 feet East of the Northwest corner of said quarter Section; thence East 83.49 feet, more or less, to an existing fence; thence South 55° East along fence 2273.03 feet; thence South 53°54'30" West 1319 feet, more or less, to the point of beginning.

Less that portion within the Ogden Valley Canal.

A right of way created in that Warranty Deed recorded December 16, 1902, in Book 42, Page 408, records of Weber County, Utah, over and across the following described property; Part of the Northeast quarter and part of the Northwest quarter of Section 8, Township 6 North, Range 2 East, Salt Lake Meridian, U.S. Survey; Being a strip of land one rod wide and 23.76 chains long along the North side of land conveyed in Deed records, Book U, Page 343, Book X, Page 570 and Book 25, Page 610 of the records of Weber County. 21-010-0041 \times \wedge \sim

Parcel 20: 21-011-0019 X 7.

A part of Northwest quarter of Section 9, and a part of the Northeast quarter of Section 8, Township 6 North, Range 2 East, Salt Lake Base and Meridian, U.S. Survey; Beginning at the Southeast corner of the Northeast quarter of Section 8 and running thence West 800.00 feet; thence North 53°54'30" East 1581 feet more or less, to an existing fence; thence South 66° East along said fence 975.00 feet; thence South 2°06' West 535.00 feet; thence West 1348.5 feet to the point of beginning.

Less that portion within the Ogden Valley Canal.

A right of way created in that Quit Claim recorded April 19, 2001, as Entry No. 1765100, in Book 2132, Page 444, records of Weber County, Utah, over and across the following described property; Part of the Northeast quarter of Section 8, Township 6 North, Range 2 East, Salt Lake Base and Meridian, U.S. Survey; Being a strip of land one rod wide centered on the following described line; Beginning at a point which is 792.00 feet North 89°43' East, 587.40 feet North 26°40' West and 8.25 feet South 89°09' East from the Southwest corner of the Northwest Quarter of the Northeast quarter of said Section 8, and running thence South 34°24'25" East 2222.0 feet, more or less, to the Northwesterly line of said Parcel. 21-011-0019

Parcel 21:

Part of the Southeast Quarter of Section 7, Township 6 North, Range 2 East, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point on the East line of said Quarter Section 9.77 chains North 0°16' East from the Southeast corner thereof; running thence North 86°03' West 1.77 chains; thence North 2°10' West 19.52 chains; thence South 86°53' East 2.6 chains to the East line of said Quarter Section; thence South 0°16' West 19.50 chains along the East line of said Quarter Section to the place of beginning. 21-007-0007

Parcel 22:

Part of the Southeast and Southwest quarters of Section 8, Township 6 North, Range 2 East, Salt Lake Base and Meridian, U.S. Survey: Beginning at the Southeast corner of the Southwest quarter of Section 8; running thence West along the section line 1.32 chains; thence North 1°30' West 1240.14 feet; thence East 10 chains; thence South 1°30' East 1240.14 feet; thence West along the section line 579 feet to the place of beginning. 21-010-0023

TOGETHER WITH 39 SHARES OF IRRIGATION WATER AND 32 ACRE FEET OF IRRIGATION WATER WITH THE MOUNTAIN CANAL IRRIGATION ASSOCIATION AND 131 SHARES OF IRRIGATION WATER WITH THE HUNTSVILLE IRRIGATION COMPANY

Exhibit B to Special Warranty Deed

Permitted Exceptions

Subject to County and/or City taxes not delinquent; Bonds and/or Special Assessments not delinquent, Covenants, Conditions, Restrictions, Rights-of-Way, Easements, Leases and Reservations now of Record, all Greenbelt Taxes pursuant to the Farmland Assessment Act of 1969 and all other matters as disclosed on Schedule B of that certain Pro Forma Owner's Policy of Title Insurance issued on June 21, 2012 by Metro National Title Company as Policy Number: 29427-2.