

## **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
Prospect Title Insurance Agency, LLC
1480 E. Ridgeline Dr.
Suite 102
South Ogden, UT 84405

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company 400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

Douglas Pinder

Authorized Signatory

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.

#### 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 <a href="http://www.alta.org/arbitration">http://www.alta.org/arbitration</a>.



# Schedule A

**ALTA COMMITMENT** 

#### Transaction Identification Data for reference only:

Issuing Agent: Prospect Title Insurance Agency, LLC

84405

Issuing Office's ALTA® Registry ID: 1227281

Loan ID Number: Revision Number:

Commitment Date: 09/05/2023 at 7:00 AM

2. Policy to be issued:

a. ALTA Owner's Policy

Proposed Insured: TO BE DETERMINED

Proposed Policy Amount: \$ Title Premium: \$0.00

Endorsement Premium: \$0.00 Endorsements: NONE

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: Your Cause Campaigns, LLC

5. The Land is described as follows:

See legal description in Exhibit "A" attached hereto and made a part hereof.

## **Old Republic National Title Insurance Company**

Authorized Signatory

Prospect Title Insurance Agency, LLC

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Issuing Office: 1480 E. Ridgeline Dr., Suite 102, South Ogden, UT

Issuing Office File Number: 103130-23

Property Address: None assigned, Liberty, UT 84310

Commitment Number: 103130-23



# 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. Deed conveying title to TO BE DETERMINED, executed by Your Cause Campaigns, LLC.
- 5. No existing Deed of Trust appears of record. If this information is not correct, please notify the Company as soon as possible to provide information regarding the existing loan.
- 6. The Company must be provided with a copy of the Articles of Organization and/or a copy of the Corporate Resolutions for Your Cause Campaigns, LLC and that they are in good standings with the State of Utah.
- 7. Any assessments and/or charges that may be owing in said County Tax District(s).
- 8. Payment necessary to redeem the Greenbelt Rollback Taxes.
- Any Homeowners Association fees and/or dues. Additionally, any transfer fees and/or reinvestment fees that may be owing to the Owners and Homeowners Association associated with this development.
- 10. Seller's Affidavit and Agreement signed by SELLER(S).

NOTE: This report may be subject to any matters which may be disclosed by said affidavit.

11. The Company requires the name of the proposed purchaser(s) in order to secure a search for any applicable judgment, tax and/or other statutory liens and matters. The company may then make additional exceptions and requirements.

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NOTE: A Judgment search has been made and nothing derogatory has been found in the names of Edward Scott Ramsey and Sheri H. Ramsey, The Ramsey Family Revocable Trust, dated August 6, 2021, and if any were found they would appear as requirements herein.



# 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:

- 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. 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.

Note: Exceptions 1-7 will be deleted on any extended or expanded coverage loan policies.

8. General property taxes for the year 2023 are accruing and not yet due and payable in Weber County.

General property taxes for the year 2022 were paid in the amount of \$7,784.77 for Tax Serial No. 22-236-0002 in Weber County. (Includes other lands)

2023 PROPOSED Taxes ARE \$393.50 for Tax Serial No. 22-410-0004 in Weber County. (NOTE: AMOUNT MAY CHANGE ONCE THE PROPERTY TAXES HAVE BEEN FINALIZED.)

 Any special assessment taxes which are now or may be levied against said property by the City of Liberty for local improvements or services as may be therein provided.

- 10. Subject property is included within the boundaries of Tax District 36 and is subject to the charges and assessments thereof:
  - -Weber Basin Water Conservancy District
  - -Weber County Fire Protection Service Area No. 4
  - -Weber County Service Area No. 5
  - -Ogden Valley Natural Gas Improvement District
  - -Liberty Park
- 11. 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 October 19, 2022, as Entry No. 3260094, of the Official Records.
- 12. The effects, terms, conditions, restrictions, reservations, and limitations (if any) of the Notice of Irrigation System and Irrigation Operation Agreements and Rights of Way, recorded January 16, 1986, as Entry No. 958077, in Book 1483, at Page 1034, in the official records.
- 13. The effects, terms, conditions, restrictions, reservations, and limitations (if any) of the Hadlock Subdivision Improvements Agreement, recorded June 13, 2005, as Entry No. 2108900, in the official records.
- 14. The effects, terms, conditions, restrictions, reservations, and limitations (if any) of the Onsite Wastewater Disposal System Deed Covenant and Restriction to Run with the Land, recorded June 13, 2005, as Entry No. 2108901, in the official records.
- 15. The effects, terms, conditions, restrictions, reservations, and limitations (if any) of the Substandard County Roads Dedicated or By Right-of-Use-Acknowledgment of Sub-Standard Improvements and or Width, recorded June 13, 2005, as Entry No. 2108902, in the official records.
- 16. The effects, terms, conditions, restrictions, reservations, and limitations (if any) of the Resolution No. 12-2016, recorded May 25, 2016, as Entry No. 2795067, in the official records.
- 17. The effects, terms, conditions, restrictions, reservations, and limitations (if any) of the Deferring Public Improvements Agreement, recorded September 15, 2022, as Entry No. 3255182, in the official records.
- 18. The effects, terms, conditions, restrictions, reservations, and limitations (if any) of the Substandard County Roads Dedicated or by Right of use Acknowledgement of Sub-standard Improvements and/or Width, recorded September 15, 2022, as Entry No. 3255183, in the official records.
- 19. Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Hadlock Subdivision, recorded October 31, 2022, as Entry No. 3261639, in the official records.

NOTE: Covenants, conditions and restrictions in the declaration of restrictions but omitting, except to the extent that said covenant or restriction is controlled or permitted by any applicable federal or state law, any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, medical condition, national origin, source of income, or ancestry.

- 20. The effects, terms, conditions, restrictions, reservations, and limitations (if any) of the Petition to Weber Basin Water Conservancy District for the Allotment of Water, recorded March 1, 2023, as Entry No. 3274745, in the official records.
- 21. Any Homeowners Association fees and/or dues. Additionally, any transfer fees and/or reinvestment fees that may be owing to the Owners and Homeowners Association associated with this development.
- 22. 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.

<ol> <li>All Non-Exclusive and Exclusive Easements and Rights-of-Way which affect the Common Area (if any), as well as all Easements, Restrictions, Notes, Setbacks, and Conditions as shown on the Recorded Plat.</li> </ol>
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# **Exhibit A**

ALTA COMMITMENT

## **Property Description**

All of Parcel "A", HADLOCK SUBDIVISION - 1ST AMENDMENT, AMENDING LOTS 1 AND 2, according to the official plat thereof, on file and of record in the office of the Weber County Recorder, State of Utah.



## **Chain of Title**

**ALTA COMMITMENT** 

The only conveyances affecting said land, constituting a twenty-four (24) month chain of title, are as follows:

- Edward Scott Ramsey and Sheri H. Ramsey, Co-Trustees of The Ramsey Family Revocable Trust, dated August 6, 2021 to Your Cause Campaigns, LLC by deed dated 07/17/2023 and recorded on 07/18/2023 as Instrument Number 3291062 in the Official Records of the Weber County Recording Office.
- Sidney H. Bowen (aka Sidney E. Bowen), Person Representative of the Estate of William Lewis Hadlock AKA William L Hadlock, deceased and Sidney H. Bowen (aka Sidney E. Bowen), Person Representative of the Estate of Eileen June Hadlock AKA Eileen J. Hadlock deceased to Edward Scott Ramsey and Sheri H. Ramsey, Co-Trustees of The Ramsey Family Revocable Trust, dated August 6, 2021 by deed dated 08/06/2021 and recorded on 09/19/2022 as Instrument Number 3255593 in the Official Records of the Weber County Recording Office.