



Stewart Title of Utah, Inc.
5734 S 1475 E, Ste 100
Ogden, UT 84403
(801) 479-7911 direct (801) 752-6902 fax
jodi.eskelsen@stewart.com

We appreciate your order for the title work on the property referenced below. Please find the attached title commitment for your review which contains important information regarding this transactions.

Questions?

When calling regarding this real estate transaction, please reference the following information:

Escrow Officer:	Jodi Eskelsen
Email Address:	jodi.eskelsen@stewart.com
File Number:	2056356
Property Address:	None Available, UT
Seller	JDC Ranch Properties, LLC
Buyer/Borrower:	Nilson Land Development, LLC

Your review of the report will eliminate any surprises at the closing table, allow time to address any problems which may require your attention, provide up to date facts which may affect your clients, and assure a smooth closing.

Your business is very valuable to us. We are staffed and ready to provide you with the best service possible. If we ever fall short of your expectations, please notify us immediately as we are committed to your success.

Sincerely,

Jodi Eskelsen

NOTICE

Due to change to the Good Funds requirements per Utah Code 31A-23a-406, all funds received by the Company must be made by bank wire transfer.

WARNING!

WIRE FRAUD IS ON THE RISE

Cyber criminals are using email compromise schemes to target companies and individuals purchasing property. These schemes include, but are not limited to, fake emails from attorneys, real estate agents or title agencies to request wire transfers to fraudulent accounts.

Stewart Title Company understands the importance of protecting against wire fraud and has multiple safeguards in place to protect all parties involved in the transaction, including secure encrypted email for Stewart associates, and fraud warnings in all emails. Stewart Title Company urges its clients to heed these warnings and take every precaution before engaging in the transfer of any funds. Stewart Title Company is committed to protecting the interest of all parties involved in the transaction and will continue advancing necessary precautions to ensure a superior customer experience.

You will receive wire instructions from Stewart Title via a secure encrypted email or in the initial Welcome package sent to you through DocuSign. If you receive conflicting wire instructions please STOP and call your Escrow team using a known telephone number, not one provided in an email, to determine if the new instructions are fraudulent.

If you ask us to wire transfer money to you we must receive written wire transfer instructions. Your bank account information must be validated by face to face verification or phone verification using a known phone number, not one provided in an email, or using previously validated account information which we already have on file.

stewart title

Real partners. Real possibilities.™



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY 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, STEWART TITLE GUARANTY COMPANY, a Texas 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 Amount of Insurance 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.


Authorized Countersignature

Stewart Title of Utah, Inc.
5734 South 1475 East, Ste 100
Ogden, UT 84403




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

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AMERICAN
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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "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.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of 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 countersignature 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 is not liable for any other amendment to this Commitment.

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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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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ALTA Commitment for Title Insurance (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Stewart Title of Utah, Inc.
Issuing Office: 5734 South 1475 East, Ste 100, Ogden, UT 84403
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 2056356
Issuing Office File Number: 2056356
Property Address: None Available, UT
Revision Number:

1. Commitment Date: May 30, 2023 at 8:00AM

2. Policy to be issued: **Proposed Amount of Insurance**

(a) 2021 ALTA® Owner's Policy - Standard

Proposed Insured: Nilson Land Development, LLC

(b) 2021 ALTA® Loan Policy - Extended

Proposed Insured:

Endorsements Premium: \$0.00

3. The estate or interest in the Land at the Commitment Date is:

FEE SIMPLE

4. The Title is, at the Commitment Date, vested in:

Parcel 1:

Pacific Landing V, LLC as to that part within 19-019-0008
7037 Warehouse, LLC, a Utah Limited Liability Company as to that part within 19-019-0007

Parcel 2:

Pacific Landing V, LLC as to that part within 19-019-0008
7037 Warehouse, LLC, a Utah Limited Liability Company as to that part within 19-019-0007
JDC Ranch Properties, LLC, a Utah Limited Liability Company as to the remainder

5. The Land is described as follows:

See Exhibit "A" Attached Hereto

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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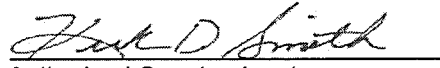
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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY



Authorized Countersignature

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

File No.: 2056356

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

Parcel 1: Proposed JDC Subdivision Phase 1 South Description

A parcel of land, situate in the Southeast Quarter of Section 27 and the Northeast Quarter of Section 34, Township 7 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in Weber County, Utah. Being more particularly described as follows: Beginning at a point which is South 00°31'08" West 4861.02 feet along the Section line and South 89°28'33" East 3939.86 feet from the Northwest Corner of said Section 27 and running thence: North 59°16'51" East 83.00 feet; thence South 30°43'09" East 7.34 feet; thence easterly 22.59 feet along the arc of a 15.00-foot radius tangent curve to the left (center bears North 59°16'51" East and the long chord bears South 73°51'36" East 20.51 feet with a central angle of 86°16'54"); thence North 62°59'57" East 127.49 feet; thence northeasterly 190.50 feet along the arc of a 395.00-foot radius tangent curve to the left (center bears North 27°00'03" West and the long chord bears North 49°10'58" East 188.66 feet with a central angle of 27°37'58"); thence South 54°38'01" East 123.11 feet; thence South 23°48'56" East 343.38 feet; thence East 407.10 feet; thence southeasterly 58.19 feet along the arc of a 230.00-foot radius non-tangent curve to the left (center bears North 65°34'11" East and the long chord bears South 31°40'42" East 58.04 feet with a central angle of 14°29'46"); thence South 38°55'35" East 35.58 feet; thence North 51°04'25" East 61.48 feet; thence North 89°27'36" East 45.00 feet; thence North 00°32'24" West 472.47 feet; thence North 89°29'30" East 169.09 feet; thence South 00°30'47" East 730.23 feet; thence South 68°55'12" West 11.18 feet; thence southwesterly 100.83 feet along the arc of a 429.00-foot radius tangent curve to the left (center bears South 21°04'48" East and the long chord bears South 62°11'11" West 100.60 feet with a central angle of 13°28'01"); thence North 29°22'22" West 165.64 feet; thence westerly 23.56 feet along the arc of a 15.00-foot radius tangent curve to the left (center bears South 60°37'38" West and the long chord bears North 74°22'22" West 21.21 feet with a central angle of 90°00'00"); thence South 60°37'38" West 56.77 feet; thence southwesterly 158.31 feet along the arc of a 500.00-foot radius tangent curve to the left (center bears South 29°22'22" East and the long chord bears South 51°33'23" West 157.65 feet with a central angle of 18°08'29"); thence southwesterly 69.57 feet along the arc of a 230.00-foot radius curve to the right (center bears North 47°30'51" West and the long chord bears South 51°09'06" West 69.31 feet with a central angle of 17°19'55"); thence South 00°23'41" West 181.91 feet; thence North 89°36'19" West 680.00 feet; thence South 00°23'41" West 365.88 feet; thence North 89°22'50" West 98.50 feet; thence North 00°23'41" East 203.90 feet; thence North 06°06'19" East 55.27 feet; thence North 00°23'41" East 429.93 feet; thence northerly 322.15 feet along the arc of a 708.50-foot radius tangent curve to the left (center bears North 89°36'19" West and the long chord bears North 12°37'53" West 319.38 feet with a central angle of 26°03'08"); thence westerly 23.91 feet along the arc of a 15.00-foot radius curve to the left (center bears South 64°20'33" West and the long chord bears North 71°19'45" West 21.46 feet with a central angle of 91°20'36"); thence South 62°59'57" West 3.14 feet; thence North 27°00'03" West 60.00 feet; thence northerly 24.54 feet along the arc of a 15.00-foot radius non-tangent curve to the left (center bears North 27°00'03" West and the long chord bears North 16°08'24" East 21.89 feet with a central angle of 93°43'06") to the Point of Beginning.

Parcel 2: JDC Subdivision Phase 2 South Description

A parcel of land, situate in the South half of Section 27, Township 7 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in Weber County, Utah. Being more particularly described as follows: Beginning at a Northeast corner of the Rocky Mountain Power Parcel Described in Book 1251, Page 603, said point being South 00°31'08" West 4619.42 feet along the Section line and South 89°28'14" East 2006.39 feet from the Northwest Corner of said Section 27 and running thence: South 87°42'22" East 148.37 feet; thence South 87°41'17" East 151.98 feet; thence East 914.69 feet; thence easterly 232.15 feet along the arc of a 433.00-foot radius tangent curve to the left (center bears North and the long chord bears North 74°38'25" East 229.38 feet with a central angle of 30°43'09"); thence North 59°16'51" East 216.56 feet; thence easterly 16.44 feet along the arc of a 15.00-foot radius tangent curve to the right (center bears South 30°43'09" East and the long chord bears South 89°19'14" East 15.63 feet with a central angle of

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

62°47'50"); thence easterly 47.51 feet along the arc of a 90.00-foot radius curve to the left (center bears North 32°04'40" East and the long chord bears South 73°02'37" East 46.96 feet with a central angle of 30°14'35"); thence southeasterly 15.04 feet along the arc of a 15.00-foot radius curve to the right (center bears South 01°50'05" West and the long chord bears South 59°26'32" East 14.42 feet with a central angle of 57°26'45"); thence South 30°43'09" East 462.02 feet; thence southerly 24.54 feet along the arc of a 15.00-foot radius tangent curve to the right (center bears South 59°16'51" West and the long chord bears South 16°08'24" West 21.89 feet with a central angle of 93°43'06"); thence South 27°00'03" East 60.00 feet; thence South 62°59'57" West 173.16 feet; thence westerly 391.14 feet along the arc of an 830.00-foot radius tangent curve to the right (center bears North 27°00'03" West and the long chord bears South 76°29'58" West 387.53 feet with a central angle of 27°00'03"); thence West 313.68 feet; thence South 218.13 feet; thence North 88°43'04" West 503.91 feet; thence North 88°34'48" West 304.04 feet; thence North 88°40'21" West 10.36 feet; thence North 87°54'52" West 314.75 feet; thence North 02°05'07" East 690.74 feet to the Point of Beginning.

-LESS any portion of the above lying within property deeded to the Utah Power and Light Company.

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2056356

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. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
6. Pay all general and special taxes now due and payable.
7. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Assoc. or other recognized arbitrator a copy of which is available on request and can be obtained from the Company. Any decision reached by arbitration shall be binding upon both you and 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 property jurisdiction.
8. This Commitment will be subject to defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment if not cleared prior to recordation of the insured interest.
9. Release(s), reconveyance(s), or satisfaction(s), of items to be paid off.
10. Notice to Applicant: The land covered herein may be serviced by districts, service companies and/or municipalities, which assesses charges for water, sewer, electricity and any other utilities, etc. which are not covered by this report or insured under a title insurance policy.
11. Notice to Applicant: Upon the issuance of the ALTA Homeowner's Policy it contains deductible amounts and maximum liability amounts relating to Covered Risks 16, 18, 19 and 21; your deductible amount and our maximum dollar limit of liability will be shown in Schedule A of the policy. The Company will provide a sample of the policy form upon request.
12. In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$120.00.

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ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

13. Standard Exceptions 1 - 7 of Schedule B, Section 2, will be eliminated from the ALTA Loan Policy and the ALTA Homeowner's Policy upon satisfaction of any underwriting requirements.

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any 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 shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
5. 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.
6. (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; ditch rights; (d) minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel and other hydrocarbons in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities related thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records. 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.
7. 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.

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ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

8. Taxes for the year 2023 are now a lien, but not yet due. Current Tax ID No. 19-021-0059. (2022 taxes were paid in the amount of \$66.60)

Taxes for the year 2023 are now a lien, but not yet due. Current Tax ID No. Part of 19-019-0005. (2022 taxes were paid with other property in the amount of \$41.54)

Taxes for the year 2023 are now a lien, but not yet due. Current Tax ID No. Part of 19-019-0007. (2022 taxes were paid with other property in the amount of \$569.77)

Taxes for the year 2023 are now a lien, but not yet due. Current Tax ID No. Part of 19-019-0008. (2022 taxes were paid with other property in the amount of \$2,360.58)

Taxes for the year 2023 are now a lien, but not yet due. Current Tax ID No. Part of 19-019-0009. (2022 taxes were paid with other property in the amount of \$1,527.12)

Any and all re-assessments by the County Treasurer, by reason of an incorrect assessment during a previous year.
9. The land is located within the boundaries of Mosquito Abatement District, Weber Basin Water - General, Bona Vista Water District, Central Weber Sewer, Plain City Cemetary, and Weber Fire Protection Service Area #4, and is subject to any charges and assessments levied thereby.
10. Resolution No. 23-2005, a resolution of the Board of County Commissioners of Weber County creating and establishing a special service district throughout all of Weber County, to be known as the "Weber Area Dispatch 911 and Emergency Services District", recorded January 24, 2006, as Entry No. 2156401 of Official Records.
11. Resolution No. 27-2012, from the Board of County Commissioners of Weber County confirming the tax to be levied for Municipal Services provided to the unincorporated area of Weber County, recorded December 13, 2012, as Entry No. 2610456 of Official Records. (Collected with taxes)
12. The terms and conditions of that certain Certificate of Creation, creating and establishing the Northern Utah Environmental Resource Agency, and any future charges and assessments that may be levied thereunder, recorded January 20, 2015, as Entry No. 2718461, of Official Records.
13. 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 September 20, 2016 as Entry No. 2815894, of Official Records. (Affects parts within 19-021-0059, 19-019-0005 and other property)
14. 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 September 15, 2021 as Entry No. 3183889, of Public Records. (Affects part within 19-019-0009)
15. 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 29, 2021 as Entry No. 3193885, of Public Records. (Affects part within 19-019-0007)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

16. 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 November 3, 2021 as Entry No. 3194837, of Public Records. (Affects part within 19-019-0008)
17. Rights of the public and others entitled thereto, to use for street and incidental purposes, that portion of the premises lying within the boundaries of 2600 North (State Highway 134) and 2800 North (farm road/lane).
18. The rights of others, if any, in and to the Great Eastern Bench Ditch and numerous other un-named ditches and/or canals as their interest may appear and for maintenance of the same.
19. A right of way and easement for electrical transmission and incidental purposes as created in favor of Utah Power & Light Company recorded August 8, 1913 as Entry No. 1546, in Book H, Page 527, of Official Records. (Parcel 2)

Supplemental Easement, upon the terms and conditions therein provided, recorded February 16, 1968, as Entry No. 500672, in Book 882, Page 594, of Official Records.
20. Possible irrigation ditches along the State Highway as permission was granted in Deed to Weber County, recorded January 20, 1954, as Entry No. 214181, in Book 435, Page 146, of Official Records, to relocate outside the right of way, all irrigation and/or waste water ditches existing within the limits of said right of way. (Parcel 1)
21. Deed of Easement in favor of The United States of America, upon the terms and conditions therein provided, recorded May 18, 1967, as Entry No. 488235, in Book 861, Page 486, of Official Records. (Parcel 1)
22. Deed of Easement in favor of The United States of America, upon the terms and conditions therein provided, recorded September 3, 1968, as Entry No. 509560, in Book 898, Page 38, of Official Records. (Termination of Temporary Easement recorded April 8, 1974 as Entry No. 612730, in Book 1050, Page 147 of Official Records.) (Parcel 1)
23. Subject to a Water Drain, upon the terms and conditions therein provided, as reserved in Warranty Deed recorded July 7, 1976, as Entry No. 669727, in Book 1133, Page 452, of Official Records.
24. An Agreement by and between the STATE OF UTAH, acting through the BOARD OF WATER RESOURCES and the WEBER-BOX ELDER CONSERVATION DISTRICT, for the construction of water conservation projects which, in the opinion of the Board, will best conserve and utilize the water resources of the State of Utah, recorded May 17, 1996, as Entry No. 1406842, in Book 1806, Page 2917, records of Weber County, Utah. An Easement to use distribution system in favor of the STATE OF UTAH, acting through the BOARD OF WATER RESOURCES, for and in consideration of that certain agreement shown above, to use the existing water distribution system of canals, ditches, pipelines and all appurtenant works and facilities of the WEBER-BOX ELDER CONSERVATION DISTRICT, recorded May 17, 1996, as Entry No. 1406843, in Book 1806, Page 2925 records of Weber County, Utah.
25. A right of way and easement for electrical transmission and incidental purposes as created in favor of Utah Power & Light Company recorded January 4, 1978 as Entry No. 723878, in Book 1218, Page 347, of Official Records. (Parcel 2)
26. Underground Right of Way Easement in favor of Rocky Mountain Power, upon the terms and conditions therein provided, recorded December 12, 2018, as Entry No. 2956560 of Official Records (Parcel 1).

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

- 27. The rights of parties in possession of subject property under unrecorded Contracts, Leases, Rental or Occupancy Agreements and any claims and/or liens thereunder.
- 28. Legal description contained herein contains gaps and/or overlaps as disclosed by mathematical comparison of adjoining land.
Note: Common record vs. survey and rotation issues. (Parcel 2)
- 29. The legal description described in Schedule A herein comprises a portion of a larger parcel(a breakout) and therefore is considered an Illegal or Non-Conforming lot according to Utah Code 10-9a and Utah Code 17-27a.
Requirement: SECURE a Letter of Approval by the land use authority of the municipality and/or county authorizing the lot line adjustment or subdivision of the land as defined in said Utah Code 10-9a and Utah Code 17-27a and RECORD it with the conveyance deed to our Proposed Insured, to clear the above exception. (call the Building, Planning & Zoning Department in the city or county the land is located in.)
- 30. Any matters that might be disclosed by an accurate/current survey of said premises.
- 31. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

NOTE: 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.

NOTE: Judgments have been checked against the following:

Pacific Landing V, LLC
7037 Warehouse, LLC, a Utah Limited Liability Company
JDC Ranch Properties, LLC, a Utah Limited Liability Company
Nilson Land Development, LLC

There were NO judgments found.

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