



*First American*

# Commitment

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1021327-SLC1

### COMMITMENT FOR TITLE INSURANCE

Issued By

***FIRST AMERICAN TITLE INSURANCE COMPANY***

### NOTICE

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO 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, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

***First American Title Insurance Company***

Dennis J. Gilmore, President

Greg L. Smith, Secretary

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

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

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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*First American*

# Schedule A

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1021327-SLC1

### **Transaction Identification Data for reference only:**

Issuing Agent: First American Title Insurance Company National  
Commercial Services

Commitment No.: NCS-1021327-SLC1

Revision No.: **02**

Issuing Office: 215 South State Street, Ste. 380, Salt  
Lake City, UT 84111

Escrow Officer: Jay Thompson

Email: jdthompson@firstam.com

Issuing Office File No.: NCS-1021327-SLC1

### **SCHEDULE A**

1. Commitment Date: April 07, 2021 at 7:30 AM
2. Policy to be Issued:
  - (a) ☒ ALTA® Standard Owner's Policy of Title Insurance  
Proposed Insured: **Blue Highland Group, LLC**  
Proposed Policy Amount: \$ **4,900,000.00** Premium: \$9,831.00
  - (b) ☐ ALTA® Loan Policy of Title Insurance  
Proposed Insured:  
Proposed Policy Amount: \$ Premium: \$
  - (c) ☐ ALTA® Policy  
Proposed Insured:  
Proposed Policy Amount: \$ Premium: \$
  - (d) Endorsements Premium: \$
3. The estate or interest in the Land described or referred to in this Commitment is

### **Fee Simple**

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

**THE SCOTT D. HANSEN AND VERNESSA T. HANSEN REVOCABLE FAMILY TRUST  
AGREEMENT DATED JUNE 27, 2019, SCOTT D. HANSEN AND VERNESSA T. HANSEN, AS  
TRUSTEES**

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5. The Land is described as follows: Real property in the County of Weber, State of UT, described as follows:

PARCEL 1 - (15-045-0015):

ALL OF LOT 24, IN SECTION 16, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, ACCORDING TO THE RECORD OF SURVEY MAP, RECORDED NOVEMBER 20, 1899, AS FILE NO. 1774 IN MAP BOOK 6 AT PAGE 72 OF OFFICIAL RECORDS.

ALSO:

PART OF LOT 23, IN THE SOUTH HALF OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN:

BEGINNING NORTH 88°24' EAST 606.6 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 23, RUNNING THENCE NORTH 692.8 FEET, THENCE NORTH 89°07' EAST 459.30 FEET, THENCE SOUTH 5°20' WEST 348.3 FEET, THENCE SOUTH 14°09' EAST 100.6 FEET, THENCE NORTH 88°24' WEST 184.68 FEET, THENCE SOUTH 1°36' EAST 244.03 FEET TO CENTER OF COUNTY ROAD, THENCE SOUTH 88°24' WEST ALONG CENTER OF ROAD 273.60 FEET TO THE POINT OF BEGINNING.

PARCEL 2 - (15-045-0006):

PART OF LOT 15, SECTION 16, AND PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 NORTH, RANGE 2 WEST SALT LAKE BASE & MERIDIAN, BASIS OF BEARING BEING SOUTH 0°48'58" WEST 2652.51 FEET ALONG THE EAST MONUMENTED LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16, RE-ESTABLISHED SOUTHEAST CORNER OF SAID SECTION 16, BEING SOUTH 0°43'36" WEST (SOUTH) 2641.3 FEET FROM THE EAST QUARTER CORNER (STONE REPLACED BY A COUNTY MONUMENT) OF SAID SECTION 16:

BEGINNING AT A POINT ON THE RE-ESTABLISHED SECTION LINE SOUTH 0°43'36" WEST (SOUTH) 1447.68 FEET FROM SAID EAST QUARTER CORNER SAID POINT OF BEGINNING, ALSO BEING NORTH 0°43'36" EAST (NORTH) 51.72 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 15, AND RUNNING THENCE NORTH 80°44'53" WEST 1084.30 FEET TO THE WEST LINE OF SAID LOT 15, THENCE NORTH 9°23'36" EAST (NORTH 8°40' EAST) 361.48 FEET ALONG SAID LOT LINE, THENCE SOUTH 81°54'24" EAST (SOUTH 82°38" EAST) 129.30 FEET, THENCE NORTH 48°03'36" EAST (NORTH 47°20" EAST) 266.00 FEET, THENCE NORTH 17°13'36" EAST (NORTH 16°30' EAST) 189.84 FEET TO A FENCE, THENCE FIVE COURSES ALONG SAID FENCE AS FOLLOWS: SOUTH 86°14'20" EAST 63.44 FEET, SOUTH 81°52'12" EAST 595.62 FEET, SOUTH 83°35'30" EAST 443.95 FEET SOUTH 4°41'15" WEST 610 FEET, MORE OR LESS, AND SOUTH 80°41'14" EAST 228.18 FEET THENCE SOUTH 0°43'36" WEST (SOUTH) 243.54 FEET TO A POINT THAT BEARS SOUTH 80°44'53" EAST OF THE POINT OF BEGINNING, THENCE NORTH 80°44'53" WEST 634.01 FEET TO THE POINT OF BEGINNING.

PARCEL 3 - (15-043-0033):

PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U S SURVEY:

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BEGINNING AT A POINT 7.60 CHAINS EAST OF THE SOUTHWEST CORNER OF SAID QUARTER SECTION, AND RUNNING THENCE NORTH 4°38' EAST 1.52 CHAINS, THENCE SOUTH 86°45' EAST 12.80 CHAINS TO GRANTORS EAST LINE, THENCE SOUTH ALONG SAID LINE 8 RODS, MORE OR LESS, TO THE SOUTH LINE OF SAID QUARTER SECTION, THENCE WEST 37.08 RODS MORE OR LESS, TO BEGINNING.

ALSO:

PART OF THE SOUTHWEST QUARTER OF SAID SECTION 15, BEGINNING AT A POINT SOUTH 115 FEET AND SOUTH 84°32'56" EAST 449.80 FEET FROM THE NORTHWEST CORNER OF SAID QUARTER SECTION AND RUNNING THENCE NORTH 145 FEET, MORE OR LESS, TO SECTION LINE, THENCE EAST 46.08 RODS, THENCE SOUTH 36 RODS, THENCE WEST 32.08 RODS, THENCE SOUTH 684.63 FEET, THENCE NORTH 80°41'14" WEST 228.18 FEET, THENCE NORTH 4°41'15" EAST 610 FEET, MORE OR LESS, THENCE NORTH 4°50'20" EAST 551.04 FEET, THENCE NORTH 84°32'56" WEST 84.47 FEET TO BEGINNING.

EXCEPTING THAT PART LYING WITHIN THE CORPORATE LIMITS OF MARRIOTT-SLATERVILLE CITY, RECORDED JULY 29, 1999, AS ENTRY NO. 1647400, IN MAP BOOK 50 AT PAGE 10 OF OFFICIAL RECORDS.

PARCEL 4 - (15-043-0061):

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY LYING WITHIN THE CORPORATE LIMITS OF MARRIOTT-SLATERVILLE CITY, RECORDED JULY 29, 1999, AS ENTRY NO. 1647400, IN MAP BOOK 50 AT PAGE 10 OF OFFICIAL RECORDS. PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U S SURVEY:

BEGINNING AT A POINT 7.60 CHAINS EAST OF THE SOUTHWEST CORNER OF SAID QUARTER SECTION, AND RUNNING THENCE NORTH 4°38' EAST 1.52 CHAINS, THENCE SOUTH 86°45' EAST 12.80 CHAINS TO GRANTORS EAST LINE, THENCE SOUTH ALONG SAID LINE 8 RODS, MORE OR LESS, TO THE SOUTH LINE OF SAID QUARTER SECTION, THENCE WEST 37.08 RODS, MORE OR LESS, TO BEGINNING.

ALSO:

PART OF THE SOUTHWEST QUARTER OF SAID SECTION 15, BEGINNING AT A POINT SOUTH 115 FEET AND SOUTH 84°32'56" EAST 449.80 FEET FROM THE NORTHWEST CORNER OF SAID QUARTER SECTION AND RUNNING THENCE NORTH 145 FEET, MORE OR LESS, TO SECTION LINE THENCE EAST 46.08 RODS, THENCE SOUTH 36 RODS, THENCE WEST 32.08 RODS, THENCE SOUTH 684.63 FEET, THENCE NORTH 80°41'14" WEST 228.18 FEET, THENCE NORTH 4°41'15" EAST 610 FEET, MORE OR LESS, THENCE NORTH 4°50'20" EAST 551.04 FEET, THENCE NORTH 84°32'56" WEST 84.47 FEET TO BEGINNING.

PARCEL 5 - (15-043-0062):

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY LYING WITHIN THE CORPORATE LIMITS OF MARRIOTT-SLATERVILLE CITY, RECORDED JULY 29, 1999, AS ENTRY NO. 1647400, IN MAP BOOK 50 AT PAGE 10 OF OFFICIAL RECORDS. PART OF THE NORTHWEST QUARTER OF SECTION

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15, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U S SURVEY:

BEGINNING 70.08 RODS EAST AND 132 FEET NORTH FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 15, THENCE SOUTH 86°45' EAST 212.98 FEET, THENCE NORTH 5°14' EAST 6.69 CHAINS, THENCE NORTH 60°01'10" WEST 616.97 FEET, THENCE SOUTH 88°00'26" WEST 307.05 FEET, THENCE SOUTH 5°35'21" WEST 791.88 FEET, THENCE SOUTH 86°45' EAST TO BEGINNING.

PARCEL 6 - (15-043-0034):

PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U S SURVEY:

BEGINNING 70.08 RODS EAST AND 132 FEET NORTH FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 15, THENCE SOUTH 85°45' EAST 212.98 FEET, THENCE NORTH 5°14' EAST 6.69 CHAINS, THENCE NORTH 60°01'10" WEST 616.97 FEET, THENCE SOUTH 88°00'26" WEST 307.05 FEET, THENCE SOUTH 5°35'21" WEST 791.88 FEET, THENCE SOUTH 86°45' EAST TO BEGINNING.

EXCEPTING THAT PART LYING WITHIN THE CORPORATE LIMITS OF MARRIOTT-SLATERVILLE CITY, RECORDED JULY 29, 1999, AS ENTRY NO. 1647400, IN MAP BOOK 50 AT PAGE 10 OF OFFICIAL RECORDS.

PARCEL 7 - (15-045-0061):

PART OF LOTS 15 AND 25 IN SECTION 16 AND PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 NORTH, RANGE 2 WEST. SALT LAKE BASE & MERIDIAN, (BASIS OF BEARING BEING STATE PLANE GRID BEARING OF SOUTH 0°48'58" WEST 2652.51 FEET ALONG THE EAST MONUMENTED LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16) RE-ESTABLISHED SOUTHEAST CORNER OF SAID SECTION 16 BEING SOUTH 0°43'36" WEST (SOUTH) 2641.3 FEET FROM THE EAST QUARTER CORNER (STONE REPLACED BY COUNTY MONUMENT) OF SAID SECTION 16:

BEGINNING AT A POINT ON SAID RE-ESTABLISHED SECTION LINE THAT BEARS SOUTH 0°43'36" WEST (SOUTH) 1613.56 FEET FROM SAID EAST QUARTER CORNER OF SECTION 16, AND RUNNING THENCE NORTH 81°16'13" WEST 1071.75 FEET TO THE WEST LINE OF LOT 25, THENCE SOUTH 4°40'24" EAST (SOUTH 5°24' EAST) 121.63 FEET ALONG SAID LOT LINE, THENCE NORTH 85°19'36" EAST (NORTH 84°36' EAST) 290.40 FEET, THENCE SOUTH 4°40'24" EAST (SOUTH 5°24' EAST) 148.49 FEET TO A FENCE, THENCE NORTH 85°29'15" EAST 155.37 FEET ALONG SAID FENCE, THENCE SOUTH 55°32'33" EAST 36.45 FEET ALONG SAID FENCE, THENCE SOUTH 41°28'46" EAST 30.96 FEET ALONG SAID FENCE, THENCE SOUTH 32°30'53" EAST 84.12 FEET ALONG SAID FENCE, THENCE NORTH 89°07'36" EAST 1122.88 FEET, THENCE NORTH 0°43'36" EAST (NORTH) 72.24 FEET TO A POINT THAT BEARS SOUTH 81°16'13" EAST OF POINT OF BEGINNING, THENCE NORTH 81°16'13" WEST 633.17 FEET TO THE POINT OF BEGINNING.

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## PARCEL 8 - (15-045-0042):

PART OF LOT 25, SECTION 16, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, BASIS OF BEARINGS BEING SOUTH 0°48'58" WEST 2652.51 FEET ALONG THE EAST MONUMENTED LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16, RE-ESTABLISHED SOUTHEAST CORNER OF SAID SECTION 16, BEING SOUTH 0°43'36" WEST (SOUTH) 2641.3 FEET FROM EAST QUARTER CORNER (STONE REPLACED BY A COUNTY MONUMENT) OF SAID SECTION 16:

BEGINNING AT A POINT NORTH 4°40'24" WEST (NORTH 5°24' WEST) 254.04 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 25 AND RUNNING THENCE NORTH 4°40'24" WEST (NORTH 5°24' WEST) 264.17 FEET ALONG THE WEST LOT LINE OF SAID LOT 25 TO A WESTERLY PROJECTION OF A FENCE, THENCE SEVEN COURSES ALONG SAID FENCE AS FOLLOWS: NORTH 84°25'15" EAST 274.64 FEET, NORTH 85°29'15" EAST 171.16 FEET, SOUTH 55°32'33" EAST 36.45 FEET, SOUTH 41°23'46" EAST 30.96 FEET, SOUTH 32°30'53" EAST 148.62 FEET, SOUTH 10°37'07" WEST 67.20 FEET, AND SOUTH 17°15'47" WEST 25.87 FEET TO A POINT THAT BEARS NORTH 85°19'36" EAST FROM THE POINT OF BEGINNING, THENCE SOUTH 85°19'36" WEST 534.62 FEET TO THE POINT OF BEGINNING.

## PARCEL 9 - (15-045-0070):

PART OF LOTS 25 AND 15, SECTION 16, AND A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, BASIS OF BEARING BEING SOUTH 0°48'58" WEST 2652.51 FEET ALONG THE EAST MONUMENTED LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16, RE-ESTABLISHED SOUTHEAST CORNER OF SAID SECTION 16, BEING SOUTH 0°43'36" WEST (SOUTH) 2641.3 FEET FROM THE EAST QUARTER CORNER (STONE REPLACED BY A COUNTY MONUMENT) OF SAID SECTION 16: SAID POINT OF BEGINNING BEING NORTH 4°40'24" WEST (NORTH 5°24' WEST) 668.21 FEET FROM THE SOUTHWEST CORNER OF LOT 25, RUNNING THENCE NORTH 4°40'24" WEST (NORTH 5°24' WEST) 121.65 FEET, MORE OR LESS, TO A POINT SOUTH 5°24' EAST 154.75 FEET FROM THE NORTHWEST CORNER OF LOT 25, THENCE SOUTH 81°16'13" EAST 503.86 FEET, THENCE NORTH 09°40'38" EAST 169.39 FEET, THENCE SOUTH 80°44'53" EAST 1176.03 FEET, MORE OR LESS TO AN EXISTING FENCE THENCE SOUTH 0°43'36" WEST (SOUTH) 172.80 FEET, THENCE NORTH 81°18'13" WEST (WEST) 1185.81 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

Said property is also known by the street address of:  
No Situs, Marriott-Slaterville, UT

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## Schedule BI & BII

### ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1021327-SLC1

#### SCHEDULE B, PART I

##### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Provide releases, reconveyances, or other instruments, acceptable to the Company, including payment of any amounts due, removing the encumbrances shown in Schedule B, Part II that are objectionable to the Proposed Insured.
6. Provide us with copies of appropriate agreements, resolutions, certificates, or other evidence needed to identify the parties authorized to execute the documents creating the interest to be insured.
7. Provide us with any information regarding personal property taxes which may have been assessed or are due and payable which could become a lien on the real property.
8. NOTE: There are no outstanding Deeds of Trust/Mortgages found of record securing the land described herein. If there are any existing liens/encumbrances affecting the land, the terms and conditions must be provided to the Company for review.

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*First American*

## **Schedule BI & BII (Cont.)**

### **ALTA Commitment for Title Insurance**

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1021327-SLC1

#### **SCHEDULE B, PART II**

##### **Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interest or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances or claims thereof, not shown by the Public Record.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and not shown in the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Record.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

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(The following exception affects Parcel 1)

8. Taxes for the year 2021 General property taxes for the year 2020 were paid in the amount of \$ 44.07. Tax Parcel No. 15-045-0015.

(The following exception affects Parcel 2)

9. Taxes for the year 2021 General property taxes for the year 2020 were paid in the amount of \$ 23.52. Tax Parcel No. 15-045-0006.

(The following exception affects Parcel 3)

10. Taxes for the year 2021 General property taxes for the year 2020 were paid in the amount of \$ 50.01. Tax Parcel No. 15-043-0033.

(The following exception affects Parcel 4)

11. Taxes for the year 2021 General property taxes for the year 2020 were paid in the amount of \$ 0.42. Tax Parcel No. 15-043-0061.

(The following exception affects Parcel 5)

12. Taxes for the year 2021 General property taxes for the year 2020 were paid in the amount of \$ 2.17. Tax Parcel No. 15-043-0062 .

(The following exception affects Parcel 6)

13. Taxes for the year 2021 General property taxes for the year 2020 were paid in the amount of \$ 29.55. Tax Parcel No. 15-043-0034.

(The following exception affects Parcel 7)

14. Taxes for the year 2021 General property taxes for the year 2020 were paid in the amount of \$ 603.79. Tax Parcel No. 15-045-0061.

(The following exception affects Parcel 8)

15. Taxes for the year 2021 General property taxes for the year 2020 were paid in the amount of \$ 21.44. Tax Parcel No. 15-045-0042.

(The following exception affects Parcel 9)

16. Taxes for the year 2021 General property taxes for the year 2020 were paid in the amount of \$ 0.60. Tax Parcel No. 15-045-0070.

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(The following exception affects all of the land)

17. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded November 22, 2019 as Entry No. 3018417 of Official Records.

(The following exception affects said land, as may be applicable)

18. The land is included within the boundaries of Tax Units 361 and 516, Weber County, Marriott/Slaterville City, Marriott-Slaterville Improvement City District, Western Weber Park District, Taylor-West Culinary Water Improvement District, Bona Vista Water District and Weber Basin Water District, and is subject to charges and assessments made thereby.

(The following exception affects Parcels 3, 4, 5 and 6)

19. Any easements, rights and/or claims of Warren Irrigation Company, a corporation and others, which may be associated with the Weber River, also known as the Weber River Channel, including but not limited to, maintenance, use of water and any other interest(s) affecting portions of the subject property, as disclosed by various instruments of record and its location as depicted on the Weber County Parcel Maps.

Notwithstanding the above, the land is also subject to any rights of the public to use or pass through the land for recreational purposes and/or access to the waterway known as the Weber River, provided that such public rights have been or may be established by documented or otherwise proven use for a period of time.

(The following exception affects Parcels 1, 2, 7, 8 and 9)

20. Rights of way, subdivided lots, as located, and such state of facts, as shown on the recorded survey plat of Section 16, Township 6 North Range 2 West, April 1898, prepared and signed by Washington Jenkins, a Surveyor, on June 14, 1899 and recorded November 20, 1899, as File No. 1774 in Book 6 at Page 72.
21. Any easements over, across or through the Land for telephone and telegraph lines and appurtenances and incidental purposes (exact location not disclosed), as granted to American Telephone and Telegraph Company Wyoming by Instrument, recorded June 28, 1929 in Book 3-P at Pages 504 of Official Records.
22. An easement over, across or through the Land for telephone and telegraph lines and appurtenances and incidental purposes (exact location not disclosed), as granted to American Telephone and Telegraph Company Wyoming by Instrument recorded June 28, 1929 in Book 3-P at Page 505 of Official Records.
23. An easement over, across or through the Land for telephone and telegraph lines and appurtenances and incidental purposes (exact location not disclosed), as granted to American Telephone and

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Telegraph Company Wyoming by Instrument recorded June 28, 1929 in Book 3-P at Page 506 of Official Records.

(The following exception affects Parcel 4)

24. A right of way, as disclosed in various deeds of record, including, but not limited to, that certain Warranty Deed, recorded November 16, 1949 as Entry No. 158579 in Book 324 at Page 305 of Official Records.
25. Any easement(s) and rights of the WARREN IRRIGATION COMPANY, relating to the Weber River, creeks, ditches and irrigation distributing system, found to interest the land, as disclosed in that certain Agreement with the State of Utah, acting through the UTAH WATER AND POWER BOARD, recorded December 29, 1961 as Entry No. 371452 in Book 699 at Page 304 of Official Records.

(The following exception affects Parcels 3, 4, 5 and 6)

26. Deed of Easement, executed by WARREN IRRIGATION COMPANY, a corporation, as Grantor, in favor of the State of Utah, acting through the WATER AND POWER BOARD, to construct works and impound a certain amount of water in the Weber River Channel, recorded December 29, 1961 as Entry No. 371456 in Book 699 at Page 311 of Official Records.

The effect of a Transfer and Conveyance of Easement from the State of Utah, acting through the BOARD OF WATER RESOURCE to WARREN IRRIGATION COMPANY, relating to an easement of an irrigation system and an easement for the impounding of water in the channel of the Weber River, recorded March 28, 1975 as Entry No. 634445 in Book 1081 at Page 1 of Official Records.

(The following exception affects Parcels 1, 2, 7, 8 and 9)

27. Rights and reservations contained in that certain Patent, recorded February 17, 1965 as Entry No. 444627 in Book 798 at Page 19 of Official Records.

(The following exception affects Parcel 2)

28. Any easement and rights associated with an underground water well, as disclosed by that certain Certificate of Appropriation of Water, recorded May 26, 1965 as Entry No. 451536 in Book 806 at Page 473 of Official Records.

(The following exception affects Parcel 7)

29. The legal description contained in that certain ORSON W. HERRICK and FAYE A. HERRICK, husband and wife executed by JAMES WESLEY GROSE and GAY GROSE, husband and wife, as joint tenants, in favor of Warranty Deed, recorded July 8, 1980 as Entry No. 814407 in Book 1360 at Page 1611 of Official Records, overlaps and conflicts with the Land described herein to the extent of approximately 25 feet, together with a right of way for ingress and egress over the West 2 rods thereof.
30. Ordinance 12-81, creating the Weber County Fire Protection Service Area No. 4 Fire Protection, recorded December 22, 1981 as Entry No. 849262 in Book 1394 at Page 1772 of Official Records.

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(The following exception affects Parcel 1)

31. Any rights and/or claims which may be associated with a canal, including but not limited to, maintenance, use of water and any other interest(s) affecting portions of the subject property, as disclosed by Quit Claim Deed, recorded April 2, 1984 as Entry No. 905223 in Book 1443 at Page 1562 of Official Records.

(The following exception affects Parcel 1)

32. The right of the public to cross over, through and upon that portion of the subject property lying within a County Road commonly known as 900 South, not formally dedicated to the public but shown on Weber County Parcel Maps in the Weber County Records Office..

(The following exception affects Parcels 1, 2 and 8)

33. The right of the public to cross over, through and upon that portion of the subject property lying within a County Road commonly known as 3600 West, not formally dedicated to the public but shown on Weber County Parcel Maps in the Weber County Records Office..

(The following exception affects Parcels 2 and 3)

34. The effect of a Boundary Line Agreement, between Warren S. Powell and Leila L. Powell and Almyra D. Hansen, recorded March 25, 1996 as Entry No. 1395262 in Book 1797 at Page 1989 of Official Records.

(The following exception affects Parcels 3, 4, 5 and 6)

35. Boundary line re-location or conflicts, if any, resulting from variances in the legal description(s) of the actual physical location of Weber River from record description(s) of the city boundary of Marriott-Slaterville City, recorded July 29, 1999, as Entry No. 1652953, Map Book 50 Page 10, of Official Records, referring to said river or center thereof and being the adjoining boundary of the Land.
36. Resolution No. 23-2005, establishing the "Weber Area Dispatch 911 and Emergency Services District", recorded January 24, 2006 as Entry No. 2156401 of Official Records.

(The following exception affects Parcel 1)

37. The legal description contained in that certain Warranty Deed executed by DALE N. HANSEN and ALMYRA D. HANSEN , in favor of DALE N. HANSEN and ALMYRA D. HANSEN and DANA B. SURRAGE, as joint tenants, recorded December 17, 2007 as Entry No. 2311002 of Official Records, overlaps and conflicts with the Land described herein.
38. An easement or rights in favor of Hooper Irrigation Company for a water distribution system of canals, ditches, pipelines and appurtenances thereto which may affect the Land as disclosed by mesne documents of record, including that certain Declaration of Prescriptive Easement Map 4, wherein the Hooper Canal is shown as located, but does not show and describe all of the Hooper Irrigation Company irrigation systems as located on the land which a prescription easement is

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claimed. Said instrument, recorded April 6, 2010 as Entry No.2466175 in Book 71 at Page 18 of Official Records.

39. Resolution No. 27-201 for Municipal Services of Weber County, recorded December 13, 2012 as Entry No. 2610456 of Official Records.
40. Certificate of Creation of the Northern Utah Environmental Resource Agency ("NUERA"), recorded January 20, 2015 as Entry No. 2718461 of Official Records.

(The following exception affects Parcel 3)

41. The legal description contained in that certain Warranty Deed executed by ORSON WRIGHT HERRICK FAMILY TRUST, with Rodney J. Herrick, Kristy H. Morgan, Gay H. Grose and Jodie H. Buttars, Trustees and LORETTA FAY ANDERSON HERRICK FAMILY TRUST, with Rodney J. Herrick, Kristy H. Morgan, Gay H. Grose and Jodie H. Buttars, as Trustees,, in favor of Jodie H. Buttars, recorded March 30, 2015 as Entry No. 2728183 of Official Records, overlaps and conflicts with the Land described herein, to the extent of approximately 65 feet.

The interest of Jodie H. Buttars was subsequently convey to Jodie H. Buttars living Trust dated April 7, 2005 by Quit Claim Deed, recorded February 14, 2018 as Entry No.2905075 of Official Records.

(The following exception affects Parcel 2 and 3)

42. The legal description contained in that certain Warranty Deed executed by ORSON WRIGHT HERRICK FAMILY TRUST, with Rodney J. Herrick, Kristy H. Morgan, Gay H. Grose and Jodie H. Buttars, Trustees and LORETTA FAY ANDERSON HERRICK FAMILY TRUST, with Rodney J. Herrick, Kristy H. Morgan, Gay H. Grose and Jodie H. Buttars, as Trustees,, in favor of Kristy H. Morgan, recorded March 30, 2015 as Entry No. 2728409 of Official Records, overlaps and conflicts with the Land described herein, to the extent of approximately 65 feet.
43. Marriott-Slaterville City Ordinance 2015-02, adopting the Community Development and Renewal Agency, recorded April 16, 2015 as Entry No. 2731074 of Official Records.

Certificate of Creation of the Marriott-Slaterville City Community Development and Renewal Agency, recorded April 16, 2015 as Entry No.2731075 of Official Records.

A joint resolution of Marriott-Slaterville City, changing the name to the "Marriott-Slaterville City Community Reinvestment Agency", as disclosed by Resolution 2018-L, recorded January 29, 2019 as Entry No.2963079 of Official Records.

(The following exception affects Parcel 3)

44. A 33 foot wide access easement for the benefit of adjoining land on the East, as disclosed by that certain Grant Of Easement, in favor of Gay H. Grose, recorded April 23, 2015 as Entry No. 2732187 of Official Records.
45. Certificate of Creation of the Western Weber Park District, recorded August 1, 2017 as Entry No. 2870841 of Official Records.

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Notice of an Impending Boundary Action for the Western Weber Park District, recorded August 1, 2017 as Entry No.2870842 of Official Records.

46. Annexation to Weber Park District, recorded August 1, 2017 as Entry No. 2870843 of Official Records. (NOTE: Annexation map not available)

(The following exception affects Parcels 3 and 4)

47. The legal description contained in that certain Special Warranty Deed executed by Sharon Skeen, in favor of Sharon P. Skeen, or her successor, as Trustee of "The Sharon P. Skeen Trust" u/t/d June 20, 2018, recorded June 21, 2018 as Entry No. 2926956 of Official Records, overlaps and conflicts with the Land described herein, to the extent of approximately 65 feet.

(The following exception affects Parcel 4)

48. The legal description contained in that certain Quitclaim Deed executed by Sharon Skeen, in favor of Sharon P. Skeen, or her successor, as Trustee of "The Sharon P. Skeen Trust" u/t/d June 20, 2018, recorded June 21, 2018 as Entry No. 2926957 of Official Records, overlaps and conflicts with the Land described herein, and as shown on the Weber County Parcel Maps filed in the Weber County Recorder's Office, affecting Tax Parcels 140530061 and 150430089.

(The following exception affects Parcel 9)

49. The legal description contained in that certain Warranty Deed executed by Shad D. Hansen and Scott D. Hansen and Vernessa T. Hansen, as joint tenants, in favor of Erik E. Garcia and Ofelia Sandoval and Jose L. Sandoval and Ezequiel Garcia, Joint Tenants, recorded August 16, 2019 as Entry No. 2997554 of Official Records, overlaps and conflicts with the Land described herein, to the extent of approximately 18 feet.

(The following exception affects Parcel 9)

50. The effect of a NOTE by the Weber County Recorder as disclosed on the County Abstract Index, reciting as follows: [NOTE: A DIVISION OF PROPERTY TOOK PLACE ON THIS PARCEL WITHOUT WRITTEN AUTHORIZATION AS REQUIRED BY UCA TITLE 17, CHAPTER 27a, PART 6.]

(The following exception affects Parcels 1, 2, 3, 4, 5, 6, 7 and 9)

51. The land does not affect mathematical closures and is subject to discrepancies or conflicts in the boundary lines.

(The following exception affects Parcels 4, 5, 6 and 9)

52. Lack of a legal right of access to and from the Land.
53. The State Construction Registry discloses the following Preliminary Notice(s): Within the past 12 months prior to the effective date herein.

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Entry # 8655999, filed April 28, 2021 by CMT Engineering Laboratories

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The name(s) **THE SCOTT D. HANSEN AND VERNESSA T. HANSEN REVOCABLE FAMILY TRUST and SCOTT D. HANSEN AND VERNESSA T. HANSEN, Blue Highland Group, LLC**, has/have been checked for judgments, State and Federal tax liens, and bankruptcies and if any were found, are disclosed herein.

The name(s) Blue Highland Group, LLC has/had been checked for Statements of Authority recorded in Official Records and if any were found are disclosed below.

NONE

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**Title inquiries should be directed to Richard Strong at [rstrong@firstam.com](mailto:rstrong@firstam.com)**

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## 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, together with our parent company, The First American Corporation, 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 public records or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our web site at [www.firstam.com](http://www.firstam.com).

### Types of Information

Depending upon 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, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from 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 nonaffiliated party. Therefore, we will not release your information to nonaffiliated 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 purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial services 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 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.

### 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 and 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 and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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