

ALTA Commitment Form
COMMITMENT FOR TITLE INSURANCE
Issued by
STEWART TITLE GUARANTY COMPANY

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

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

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


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

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

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

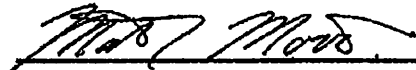
Countersigned by:

Mountain View Title and Escrow
5732 South 1475 East
#100
Ogden, UT 84403
(801) 479-1191


Authorized Countersignature

stewart
title guaranty company





Matt Morris
President and CEO



Denise Carraux
Secretary



CONDITIONS

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

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 P.O. Box 2029, Houston, Texas 77252.

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

File No. 142616

1. **Effective Date:** June 01, 2015 at 8:00 A.M.

2. **Policy or Policies To Be Issued:**

Amount of Insurance

(a) A.L.T.A. Owner's	2006 (Standard)	Amount Premium
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Proposed Insured:

(b) A.L.T.A.. Loan	2006 (Standard)	Amount Premium
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Proposed Insured:

Lender

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

Fee Simple

4. **Title to said estate or interest in said land is at the effective date hereof vested in:**

HCTC Farm Investment, L.L.C.

5. **The land referred to in this Commitment is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO

For information purposes only, the property address is purported to be:

Fall Widow Sub. Ph. 2, UT



EXHIBIT A
LEGAL DESCRIPTION

A PART OF THE NORTHEAST QUARTER AND NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE QUARTER SECTION LINE AND NORTH LINE OF FALL WIDOW SUBDIVISION, SAID POINT ALSO BEING NORTH 89 DEG 10 MIN 21 SEC WEST 2640.71 FEET AND NORTH 00 DEG 29 MIN 13 SEC EAST 1110.02 FEET ALONG THE QUARTER SECTION LINES FROM THE EAST QUARTER CORNER OF SAID SECTION 15, AND RUNNING THENCE NORTH 89 DEG 10 MIN 21 SEC WEST 1325.97 FEET ALONG SAID NORTH LINE OF FALL WIDOW SUBDIVISION TO NORTHWEST CORNER OF LOT 4 OF SAID FALL WIDOW SUBDIVISION; THENCE NORTH 00 DEG 35 MIN 12 SEC EAST 206.86 FEET; THENCE SOUTH 89 DEG 22 MIN 51 SEC EAST 1325.59 FEET TO EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE SOUTH 89 DEG 22 MIN 51 SEC EAST 1321.82 FEET; THENCE SOUTH 00 DEG 33 MIN 04 SEC WEST 900.00 FEET; THENCE NORTH 89 DEG 22 MIN 51 SEC WEST 1296.09 FEET TO THE EAST ROW LINE OF 7900 WEST STREET; THENCE NORTH 89 DEG 42 MIN 01 SEC EAST 688.22 FEET ALONG SAID EAST ROW LINE TO NORTH LINE OF SAID FALL WIDOW SUBDIVISION; THENCE NORTH 89 DEG 10 MIN 21 SEC WEST 27.29 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.



**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART I**

File No.: 142616

The following are the requirements to be complied with:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land/or the mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
5. Payment to or for the account of the grantors or mortgagors or the full consideration for the estate or interest to be insured.
6. Proper instrument(s) creating the estate or interest to be insured executed and duly filed for record, to-wit:



**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II**

File No.: 142616

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
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.
8. Taxes for the year 2014 have been paid in the amount of \$1.26. Taxes for the year 2015 are accruing as a lien but are not yet due or payable.
SERIAL NUMBER: 10-037-0034

Taxes for the year 2014 have been paid in the amount of \$167.57. Taxes for the year 2015 are accruing as a lien but are not yet due or payable.
SERIAL NUMBER: 10-037-0036

Lien arising as of 12 o'clock noon of January 1 for any unpaid personal property taxes which may be listed against the property described herein

9. Said property is included within the following boundaries and is subject to any charges and assessments levied by them as a result of services provided.

GENERAL FUND, G O BOND FUND, LIBRARY, WEBER SCHOOL DISTRICT, STATEWIDE SCHOOL BASIC LEVY, MOSQUITO ABATEMENT DISTRICT, WEBER BASIN WATER - GENERAL, WARREN / W WARREN CEMETERY DISTRICT, WEBER / MORGAN HEALTH, JUDGMENT LEVY - W.C., PARAMEDIC FUND, WEBER FIRE DISTRICT, STATE ASSESS & COLLECT / MULTI CO, ASSESS & COLLECT / COUNTY, WEST WARREN PARK DISTRICT, UNINCORP WEBER COUNTY, WEBER SCHOOL DIST JUDGMENT LEVY,



**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II**

**WEBER CO INDUSTRIAL SERVICE AREA #1, WEBER AREA DISPATCH 911 AND EM. SERV. DIST. - (S-S),
WEBER FIRE G.O. BOND - 2006 SERIES**

10. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed
11. Subject to all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines, and right of way and easements thereof.
12. Patent executed by CENTRAL PACIFIC RAILROAD and UNION PACIFIC RAILROAD COMPANIES, excluding and excepting from the transfer by these present, all mineral lands should any such be found to exist the tracts of subject property shall not be construed to include coal and iron. Said patents recorded January 18, 1897, in Book 27, at Page 366, and recorded January 21, 1899, in Book 33, at page 214, of Patents, Weber County Recorder's Office.
13. Subject to a Warranty Deed whereby BASIN LAND AND LIVESTOCK COMPANY, A UTAH CORPORATION conveys and warrants to SOUTHERN PACIFIC LAND COMPANY, A CORPORATION, excepting and reserving one-half of any and all minerals to the grantor at a depth below 500 feet an any point on the surface of all parcels, recorded December 30, 1965, as Entry No. 466465, in Book 852, at Page 541, Weber County Recorder's Office. (Said reservation conveyed in Quit Claim Deed to Basin Investment Co., a limited partnership, recorded February 19, 1980, as Entry No. 803495, in Book 1344, at Page 733, Weber County Recorder's Office.)
14. Notes, Conditions and/or Restrictions as disclosed on dedication plat.
15. A Public Utility and Drainage Easement over & across said lots; as disclosed on dedication plat.
16. Apparent fenceline, overlap and or encroachments affecting Easterly boundary line; as disclosed on dedication plat.
17. Temporary turn-around easement affecting the front of lots 1 & 2, as disclosed on dedication plat.
18. 30' Ingress/Egress easement over & across rear of lots; as disclosed on dedication plat.
19. CERTIFICATE OF CREATION OF THE NORTHERN UTAH ENVIRONMENTAL RESOURCE AGENCY
Dated: December 1, 2014
Recorded: January 20, 2015
Entry Number: 2718461
20. APPLICATION FOR ASSESSMENT AND TAXATION OF AGRICULTURAL LAND
Recorded: September 12, 2011
Entry Number: 2540843
21. APPLICATION FOR ASSESSMENT AND TAXATION OF AGRICULTURAL LAND
Recorded: August 28, 2009
Entry Number: 2432094
22. TRUST DEED
Dated: July 22, 2011
Amount: \$200,000.00



**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II**

Trustor: BELL BUILT HOMES, INC.
Beneficiary: FIRST NATIONAL BANK OF LAYTON
Trustee: MOUNTAIN VIEW TITLE AND ESCROW, INC.
Recorded: July 26, 2011
Entry Number: 2535313

23. JUDGMENTS WERE CHECKED AGAINST THE FOLLOWING NAMES AND NONE WERE FOUND TO BE OF RECORD:

HCTC FARM INVESTMENT LLC
BELL BUILT HOMES INC.
CLIFF BELL CONSTRUCTION

24. A 24 MONTH VESTING CHAIN OF TITLE HAS BEEN DONE AND THE FOLLOWING ITEMS WERE FOUND TO BE OF RECORD.

NONE

25. NOTICE TO APPLICANT: THE LAND HEREIN MAY BE SERVICED BY CITIES, IMPROVEMENT DISTRICTS, OR UTILITY COMPANIES THAT PROVIDED MUNICIPAL TYPE SERVICES FOR WATER, SEWER, ELECTRICITY OR OTHER SERVICES THAT DO NOT RESULT IN A LIEN, BUT FOR WHICH SERVICES MAY BE TERMINATED IN THE EVENT OF NON-PAYMENT OF SERVICE CHARGES TO DATE OR TRANSFER FEES. ALTHOUGH THE COMPANY ASSUMES NO LIABILITY THEREFORE, YOU ARE URGED TO MAKE INVESTIGATION INTO SUCH MATTERS.

26. NOTE: ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION. YOU MAY REVIEW A COPY OF THE ARBITRATION RULES AT <http://www.alta.org>. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.



STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

WHAT DO/DOES THE Mountain View Title and Escrow DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Mountain View Title and Escrow, and its affiliates (" N/A "), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Mountain View Title and Escrow, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices

How often do/does Mountain View Title and Escrow notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does Mountain View Title and Escrow protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do/does Mountain View Title and Escrow collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us	If you have any questions about this privacy notice, please contact us at: Mountain View Title and Escrow, 5732 South 1476 East, #100, Ogden, UT 84403
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