

Commitment Number: 5781008
05/19/2016



First American Title

5929 S. Fashion Pointe Drive, Suite 120
South Ogden, UT 84403
(801)479-6600
Fax: (866)464-4408
sheiner@firstam.com

=====

COMMITMENT FOR TITLE INSURANCE PREPARED FOR:

<u>PROPERTY INFORMATION:</u>	
Vacant Land, UT	
<u>LISTING AGENT</u>	<u>SELLING AGENT</u>
<u>LENDER</u>	<u>BUYER/SELLER</u>
	BUYER/BORROWER: To Be Determined SELLER/OWNER: Emerald Marketing & Technologies, Inc.

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this commitment is limited by the following: (1) The Provisions in Schedule A. (2) The Requirements in Schedule B-1. (3) The Exceptions in Schedule B-2. (4) The Conditions on the inside cover page.

The Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

Underwritten by:

SCHEDULE A

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: **Susan Heiner at (801)479-6600 located at 5929 S. Fashion Pointe Drive, Suite 120, South Ogden, UT 84403.**

Effective Date: April 27, 2016 at 7:30 a.m.

1. Policy or (Policies) to be issued:

ALTA 2006 Standard Owner's for \$0.00

PREMIUM \$TBD

Proposed Insured:

To Be Determined

2. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

Emerald Marketing & Technologies, Inc.

Subject to a Life Estate in favor of George A. Harris as reserved in that certain deed shown herein as exception number 14

3. The land referred to in this Commitment is located in Weber County, UT and is described as:

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, EXCEPTING THEREFROM THAT PORTION OF SAID PROPERTY LYING BELOW A DEPTH OF 500 FEET MEASURED VERTICALLY FROM THE CONTOUR OF THE SURFACE THEREOF.

ALSO LESS AND EXCEPTING THEREFROM THAT PORTION OF LAND CONVEYED TO DAVID D. FINNEY, A SINGLE MAN BY WARRANTY DEED RECORDED DECEMBER 03, 1980 AS ENTRY NO. 825516 IN BOOK 1372 AT PAGE 441 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, BEGINNING AT A POINT 1830 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION 27, AND RUNNING THENCE WEST 580.8 FEET THENCE SOUTH 150 FEET; THENCE EAST 580.8 FEET; THENCE NORTH 150 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PORTION OF SAID PROPERTY LYING BELOW A DEPTH OF 500 FEET MEASURED VERTICALLY FROM THE CONTOUR OF THE SURFACE THEREOF.

ALSO LESS AND EXCEPTING THEREFROM THAT PORTION OF LAND CONVEYED TO MOBILE REPAIR SERVICE, INC. BY QUIT CLAIM DEED RECORDED OCTOBER 02, 1990 AS ENTRY NO. 1120306 IN BOOK 1587 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE MERIDIAN: BEGINNING AT A POINT 1815 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION 27, AND RUNNING THENCE SOUTH 15 FEET; THENCE WEST 580.8 FEET; THENCE SOUTH 150 FEET, THENCE EAST 52.8

FEET; THENCE SOUTH 165 FEET; THENCE WEST 792 FEET; THENCE NORTH 165 FEET; THENCE EAST 724.2 FEET, THENCE NORTH 165 FEET, THENCE EAST 595.8 FEET TO POINT OF BEGINNING.

TOGETHER WITH A RIGHT OF WAY FOR INGRESS AND EGRESS RESERVED IN THAT QUIT CLAIM DEED RECORDED OCTOBER 02, 1990 AS ENTRY NO. 1120306 IN BOOK 1587 AT PAGE 1587 OF OFFICIAL RECORDS, OVER THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT 1815 FEET SOUTH FROM THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE MERIDIAN AND RUNNING THENCE SOUTH 15 FEET; THENCE WEST 595.8 FEET; THENCE NORTH 15 FEET; THENCE EAST 595.8 FEET TO THE POINT OF BEGINNING.

Said property is also known by the street address of:
Vacant Land, UT

**SCHEDULE B - Section 1
Requirements**

The following are the requirements to be complied with:

- (A) Pay the agreed amounts for interest in the land and/or the mortgage or deed of trust to be insured.
- (B) Pay us the premiums, fees and charges for the policy. In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$120.00.
- (C) Provide us with releases, reconveyances or other instruments, acceptable to us, including payment of any amounts due, removing the encumbrances shown in Schedule B-2 that are objectionable to the proposed insured.
- (D) 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.
- (E) The documents creating the interest to be insured must be signed, delivered and recorded.
- (F) You must tell us, in writing, the name of anyone not referred to in this Commitment who will receive an interest in, or who will make a loan secured by a deed of trust or mortgage secured by, the land described in this Commitment.
- (G) After we have received the information requested in these requirements, together with any other information about the transaction, we will have the right to add requirements to this Schedule B-1 or special exceptions to Schedule B-2.
- (H) 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.

Note: The owner's policy of title insurance committed to be issued will contain Deductible Amounts and Liability Limits relative to certain Covered Risks as follows:

Covered Risk 16 (Subdivision Law Violations) has a deductible of 1% of the Policy Amount or \$2500 whichever is lesser, and a Maximum Dollar Limit of Liability of \$10,000.

Covered Risk 18 (Building Permits) has a deductible of 1% of the Policy Amount or \$5000 whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.

Covered Risk 19 (Zoning) has a deductible of 1% of the Policy Amount or \$5000 whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.

Covered Risk 21 (Encroachment of Boundary Walls or Fences) has a deductible of 1% of the Policy Amount or \$2500 whichever is lesser, and a Maximum Dollar Limit of Liability of \$5,000.

SCHEDULE B - Section 2
Exceptions

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. 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.
2. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easements or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments and any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.

Exceptions 1-7 will be omitted on extended coverage loan policy

8. Taxes for the year 2016 now a lien, not yet due. General property taxes for the year 2015 were paid in the amount of \$3.11. Tax Parcel No. 10-048-0026.
9. Any charge upon the land by reason of its inclusion in Weber Basin Water Conservancy District, Weber County Fire Protection Service Area No. 4, Weber County Service Area No. 5 and West Warren Park.

(The following affects all of the land, together with other land not included herein)

10. Reservations contained in that certain Warranty Deed recorded December 30, 1965 as Entry No. 466465 in Book 825 at Page 541 of Official Records.

A Quitclaim of Easement recorded March 09, 1978 as Entry No. 731157 in Book 1229 at Page 638 of Official Records.

NOTE: The above easement purports to affect the subject property, but the exact location cannot be determined because of an incomplete legal description.

(The following affects all of the land, together with other land not included herein)

11. An Easement to use Distribution Systems, dated September 20, 1961, with Warren Irrigation Company, a corporation, as Grantor in favor of The State of Utah, acting through the Board of Water Resources, Grantee, as easement to use the existing water distribution system of canals, ditches, pipelines and all appurtenant works and facilities of the Warren Irrigation Company a portion of the subject property. Said Easement recorded March 28, 1975 as Entry No. 634445 in Book 1081 at Page 1 of Official Records.

NOTE: The above easement purports to affect the subject property, but the exact location cannot be determined because of an incomplete legal description.

12. A Resolution under No. 27-201 of the Board of County Commissioners of Weber County, Utah, Confirming the Tax to be Levied for Municipal Services provided to the Unincorporated area of Weber County and describing the services to be provided therein recorded December 13, 2012 as Entry No. 2610456 of Official Records.
13. Easements and rights of way associated with a railroad running over and across or adjacent to the subject property.
14. Life Estate reserved by George A. Harris in that certain Corrective Warranty Deed recorded February 12, 2015 as Entry No. 2721773 of Official Records.

The name(s) Emerald Marketing & Technologies, Inc., has/have been checked for judgments, State and Federal tax liens, and bankruptcies and if any were found, are disclosed herein.

NOTE: According to Official Records, there have been no documents conveying the land described herein within a period of 24 months prior to the date of this commitment, except as follows:

A Deed recorded November 20, 2014 as Instrument No. 2711391 of Official Records.

Executed by: George A. Harris

To: Emerald Marketing & Technologies, Inc.

A Deed recorded February 12, 2015 as Instrument No. 2721773 of Official Records.

Executed by: George A. Harris

To: Emerald Marketing & Technologies, Inc.

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

Title inquiries should be directed to Gregory Smalley @ (801)578-8816.

NOTE: The policy(ies) to be issued as a result of this Commitment contain an Arbitration Clause set forth in the Conditions/Conditions and Stipulations Section. The following is included for the information of the proposed insured(s):

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 Association or other recognized arbitrator, a copy of which is available on request from the company. Any decision reached by arbitration shall be binding upon both you and the company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

In the event the transaction for which this commitment was ordered "cancels", please refer to Paragraph B under Schedule B, Section 1 for required cancellation fee.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

CONDITIONS

1. DEFINITIONS

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying this Commitment when you acted in good faith to:

comply with the Requirements

or

eliminate with our written consent any Exceptions shown in Schedule B

We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claims, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms



First American Title

First American Title Insurance Agency, LLC

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.

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

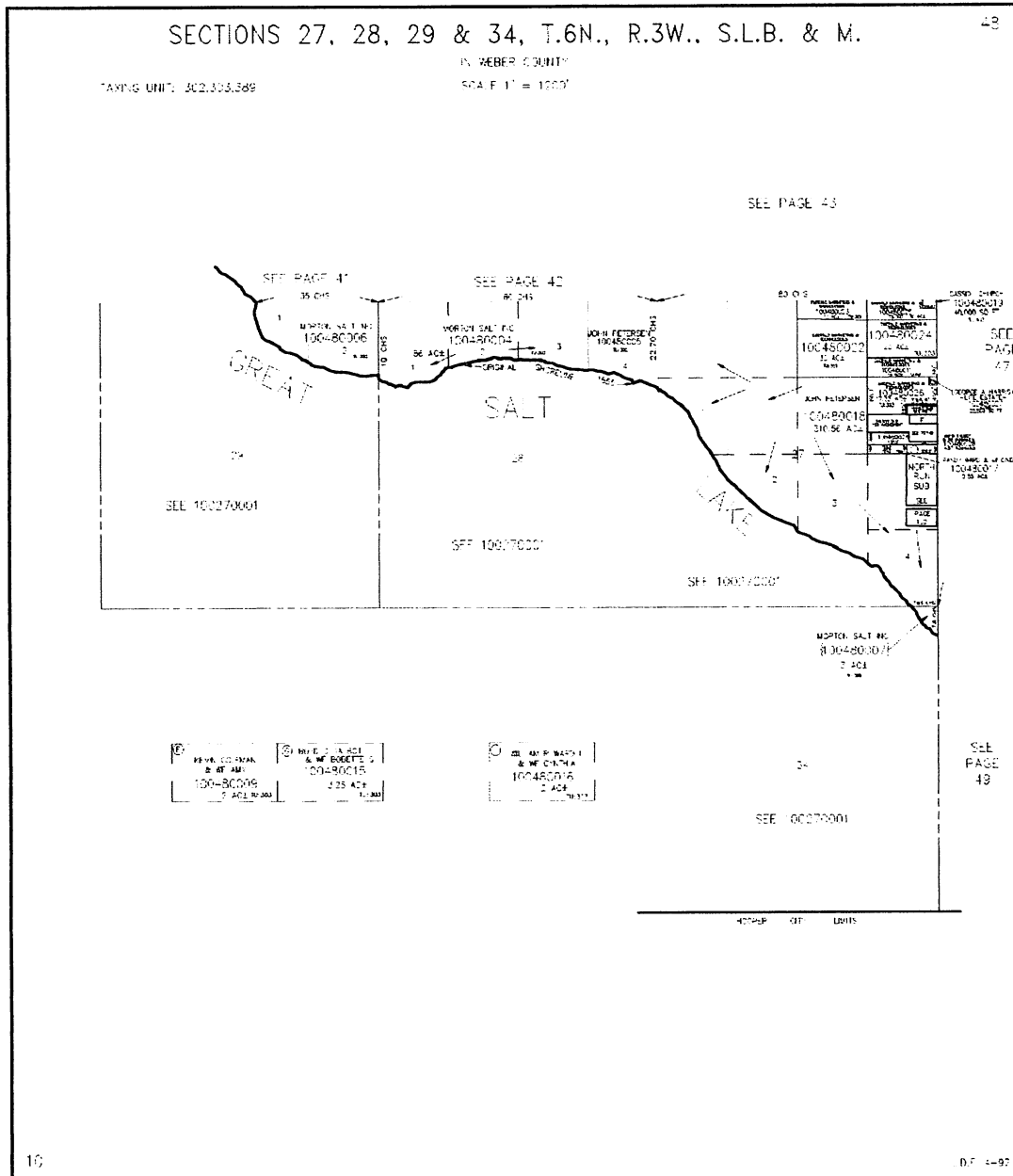
We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted 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.



First American Title Insurance Company

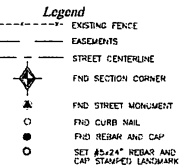
A handwritten signature in black ink, appearing to read "Dennis J. Gilmore". The signature is fluid and cursive, with the first name being the most prominent.

Dennis J. Gilmore
President

A handwritten signature in black ink, appearing to read "Jeffrey S. Robinson". The signature is fluid and cursive, with the last name being the most prominent.

Jeffrey S. Robinson
Secretary

PART OF THE NE 1/4 OF SECTION 27 TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE & MERIDIAN
UNINCORPORATED WEBER COUNTY, UTAH - Date of Survey: MAY 2016

[illegible]

1. **NOTE HERE:** The above information has been entered for information only. It is not to be used for the preparation of the annual financial statements.

[illegible]

NORTHEAST CORNER SEC 29,
T6N, R3W, S14NM
FOUND WEED CO MONUMENT
DATED 1963
GOOD CONDITION

DECEMBER 1853/1854
A part of the North half of the Southeast Quarter of Section 27, Township 6 North, Range 1 West, Salt Lake and Meridian, U.S. Survey.
Beginning as a point on the West Right of Way of 7500 West Street, said point being 1115.00 feet South 0°30'42" West along the Section Line and 953.80 feet North 89°10'00" West (West) 95.91 feet from the Northwest corner of said Section 27, naming thence South 0°30'42" West (South) 165.00 feet to the North line of the South half of the Southeast 1/4 of the Northeast 1/4 of said Section 27 as described in Talbot Subdivision 1st Amendment as found in Book 3, at Page 60 of Weber County Records, thence West along said North line 328.05 feet, thence South 89°10'00" West (South) 140.70 feet to the corner South 89°10'00" W. 928.00 feet; thence South 0°30'42" West (South) 165.00 feet to the point of beginning.
Contains 2.36 acres

The purpose of this survey is to identify factors which inhibit the use of a laser pointer in the classroom. The survey was distributed to 100 teachers in the United States. The results of the survey are presented in the following table.

[illegible]

4644 South 3500 West - AA, 1
West Haven, UT 84011
801-731-4075

Filed for record and recorded
_____ day of _____ 20____

Subdivision
Plat

DRAWN BY: TDK	By Deputy: _____
CHECKED BY: BJR	

DATE: 1-27-2016
TIME: 10:00

WEBER COUNTY PLANNING COMMISSION APPROVAL
This is to certify that the following plan is duly approved by the _____
County Planning Commission on the _____ day of _____, 20____.

WEAVER COUNTY ATTORNEY
I have examined the within and foregoing and other documents presented to me and the within and foregoing and my opinion thereon and the same are correct and applicable to the within and foregoing and other documents presented to me.

[illegible]

WEBER COUNTY COMMISSION ACCEPTANCE

[illegible]

NOTE
 1. The above is the procedure for the case of a standard normal prior distribution. For a general prior distribution, the quantities $\hat{\mu}_i$ and $\hat{\sigma}_i^2$ are replaced by the posterior mean and variance of μ_i given the data from the i th subject, and the quantities $\hat{\mu}_i$ and $\hat{\sigma}_i^2$ are replaced by the posterior mean and variance of μ_i given the data from the i th subject.

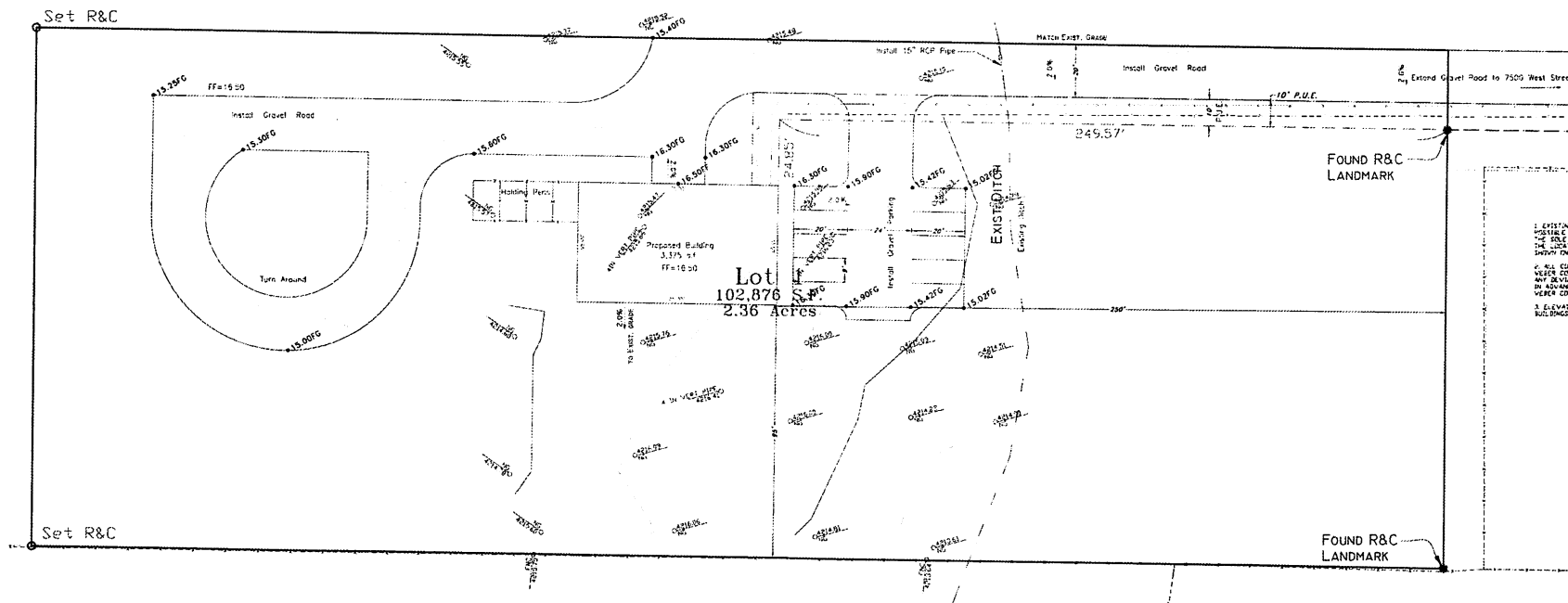
WEBER COUNTY ENGINEER
 I have the honor to acknowledge the receipt of your letter of the 10th inst. and in reply to inform you that the same has been forwarded to the proper authorities for their consideration. I am, Sir, very respectfully,
 Yours very truly,
 J. H. WEBER, County Engineer.



Scale ~ 1" = 20'

LEGEND

- CENTRALLINE
- PROPOSED FENCE LINE
- EXISTING FENCE
- PROPOSED WATER LINE
- PROPOSED POWER LINE
- EXISTING GRADING ELEVATION
- PROPOSED GRADING ELEVATION
- FENCE GRADE
- EXISTING ASPHALT DRIVEWAY
- 2.85% SURFACE SLOPE



GENERAL NOTES

1. EXISTING IMPROVEMENTS AND DATA AS ACCURATELY AS POSSIBLE ACCORDING TO AVAILABLE INFORMATION. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH NEBRASKA COUNTY STANDARDS AND SPECIFICATIONS. ANY DEVIATION FROM THESE STANDARDS SHALL BE APPROVED IN ADVANCE OF CONSTRUCTION BY A REPRESENTATIVE OF NEBRASKA COUNTY.
3. ELEVATIONS OF NEW ASPHALT ALONG EXISTING FEATURES, BUILDINGS, SIDEWALKS, ETC. SHALL MATCH EXISTING ELEVATIONS.

Landmark Surveying, Inc.
A Complete Land Surveying Service
www.LandmarkSurveying.com
4445 South 1300 West - Rm. J
West Valley, UT 84097
(801) 731-4975

CLIENT: Brent Davis
1000 S. 7500 W., Ogden UT 84404

Parcel ID No. 10-048-0026	DRAWN BY: JMK
Revisions:	CHECKED BY: JMK
	DATE: 5-20-16
	FILE: 102
	SHEET: 1

Site Plan