



Stewart Title Insurance Agency of  
Utah, Inc.  
7050 Union Park Center, Ste 110  
Midvale, UT 84047  
(801) 566-5545 Phone  
(801) 566-5541 Fax

---

---

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?**

*This transaction is available on SureClose, our secure transaction management system. SureClose will take your paper mess and turn it paperless by providing all of your Real Estate and Closing documents online, anytime, anywhere. Contact your Escrow Officer at Stewart Title Insurance Agency of Utah, Inc. to obtain your secure login and password.*

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

Escrow Officer:	<b>Dale Thorne</b>
Email Address:	<b>dale.thorne@stewart.com</b>
Order Number:	<b>01459-19115</b>
Property Address:	<b>N/A</b>
	<b>UT</b>
Seller	<b>Yellow Rose Garden, LLC, a Utah limited liability company</b>
Buyer/Borrower:	<b>CNV Investments, Inc.</b>

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,

**Dale Thorne**  
**Escrow Officer**

### **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.**

**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.

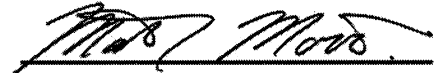
IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

  
Authorized Countersignature

**stewart**  
title guaranty company



  
Matt Morris  
President and CEO

Stewart Title Insurance Agency of  
Utah, Inc.  
428 East 2600 North, Ste 3  
North Ogden, UT 84414  
(801) 786-1100

  
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. 01459-19115

**1. Effective Date:** February 29, 2016 at 8:00 A.M.

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

**Amount of Insurance**

(a) A.L.T.A. Owner's	2006 (Standard)	<b>Amount Premium</b>	\$725,000.00 \$2,561.00
----------------------	-----------------	---------------------------	----------------------------

Proposed Insured:

CNV Investments, Inc.

(b) A.L.T.A.. Loan

2006 (Standard)

**Amount  
Premium**

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:**

Yellow Rose Garden, LLC, a Utah limited liability company

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

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

PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. BEGINNING 295 FEET SOUTH AND SOUTH 64°56' EAST 224 FEET FROM THE NORTHWEST CORNER OF SECTION 2; THENCE SOUTH 2°22' EAST 232.3 FEET; THENCE SOUTH 2°17' WEST 668.2 FEET; THENCE SOUTH 30° EAST 35.0 FEET; THENCE EAST 554 FEET; THENCE NORTH 15.58 CHAINS, THENCE NORTH 28° WEST 2.45 CHAINS; THENCE NORTH 55°12' WEST 2.25 CHAINS, THENCE NORTH TO COUNTY ROAD; THENCE WEST ALONG COUNTY ROAD TO THE EAST LINE OF PINEVIEW-EDEN HIGHWAY; THENCE SOUTHEASTERLY ALONG SAID EAST LINE TO BEGINNING. EXCEPT THE PINEVIEW-EDEN HIGHWAY DESCRIBED AS PER WARRANTY DEED IN BOOK 122, PAGE 293.

Tax ID: 20-002-0032

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

N/A, UT



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

File No.: 01459-19115

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.
2. 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.
3. Pay all general and special taxes now due and payable.
4. 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.
5. 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.
6. Release(s), reconveyance(s), or satisfaction(s), of items to be paid off.
7. Notice to Applicant: If the applicant desires copies of the documents underlying any exception to coverage shown herein, the Company will furnish the same on request, if available, either with or without charge as appears appropriate.
8. 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.
9. 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.
10. 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.



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

File No.: 01459-19115

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 2016 are now a lien, but not yet due. Tax ID No. Tax ID / Parcel No. 20-002-0032. (2015 taxes were paid in the amount of \$108.26)
9. The terms and provisions of the Farmland Assessment Act of 1969" in Title 59 Chapter 2, Part 5 of the Utah Code, and amendments thereof, disclosed by that certain Application for Taxation of Agricultural Land, recorded October 31, 1974, as Entry No. 625976, in Book 1068, at Page 755, of Official Records, which, in part, provides for the right of Weber County to reassess said property for previous years and the collection of additional taxes resulting from any such reassessment.

Affidavit of Eligibility and the terms, conditions and limitations contained therein:

Recorded: April 3, 1998

Entry No.: 1533340

Book/Page: 1918/2926

10. The terms and provisions of the Farmland Assessment Act of 1969" in Title 59 Chapter 2, Part 5 of the Utah Code, and amendments thereof, disclosed by that certain Application for Taxation of Agricultural Land, dated February 26, 2007, and recorded February 27, 2007, as Entry No. 2244809, of Official Records, which, in part, provides for the right of Weber County to reassess said property for previous years and the collection of additional taxes resulting from any such reassessment.



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

11. The terms and provisions of the Farmland Assessment Act of 1969" in Title 59 Chapter 2, Part 5 of the Utah Code, and amendments thereof, disclosed by that certain Application for Taxation of Agricultural Land, dated June 4, 2015, and recorded June 9, 2015, as Entry No. 2739722, of Official Records, which, in part, provides for the right of Weber County to reassess said property for previous years and the collection of additional taxes resulting from any such reassessment.
12. Said property is located within the boundaries of Weber County, Eden Cemetery, Weber County Fire Service Area 4, Ogden Valley Natural Gas Improvement District and is subject to the charges and assessments levied thereunder.
13. Resolution No. 18-96 and the terms, conditions and limitations contained therein:  
Recorded: April 12, 1996  
Entry No.: 1399404  
Book/Page: 1801/295  
  
Resolution No. 25-96 and the terms, conditions and limitations contained therein:  
Recorded: June 18, 1996  
Entry No.: 1413086  
Book/Page: 1811/2786
14. Resolution No. 23-2005 and the terms, conditions and limitations contained therein:  
Recorded: January 24, 2006  
Entry No.: 2156401
15. Resolution No. 27-2012 and the terms, conditions and limitations contained therein:  
Recorded: December 13, 2012  
Entry No.: 2610456
16. Certificate of Creation from the Northern Utah Environmental Resource Agency ("NUERA") and the terms, conditions and limitations contained therein:  
Recorded: January 15, 2015  
Entry No.: 2718461
17. Affidavit and the terms, conditions and limitations contained therein:  
Recorded: March 9, 2015  
Entry No.: 2725109
18. Any water rights or claims or title to water in or under the land.
19. 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.
20. Reservations contained in Warranty Deed and the terms, conditions and limitations contained therein:  
Recorded: December 28, 1934  
Book/Page: 122/293
21. Reservations contained in Right of Way Deed and the terms, conditions and limitations contained therein:  
Recorded: November 14, 1936



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

Entry No.: 20530  
Book/Page: 127/548

**22. EASEMENT AND CONDITIONS CONTAINED THEREIN:**

Grantee: UTAH POWER & LIGHT COMPANY

Dated: November 26, 1937

Recorded: November 27, 1937

Entry No.: 15212

Book/Page: W/491

23. Any matters that might be disclosed by an accurate survey of said premises.
24. The rights of parties in possession of subject property under unrecorded Contracts, Leases, Rental or Occupancy Agreements and any claims and/or liens thereunder.
25. 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:

Yellow Rose Garden, LLC

CNV Investments, Inc.

There were NO judgments found.





## 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?
<b>For our everyday business purposes</b> — 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
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — 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
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — 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 <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> 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

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	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.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>▪ request insurance-related services</li> <li>▪ provide such information to us</li> </ul> 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.
<b>What sharing can I limit?</b>	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