

## ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### NOTICE

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

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed 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.

Countersigned by:

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



A handwritten signature in black ink, appearing to read "Matt Morris".

**Matt Morris**  
President and CEO

A handwritten signature in black ink, appearing to read "Denise Carraux".

**Denise Carraux**  
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its Issuing agent that may be in electronic form.*

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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;
  - (f) Schedule B, Part II - Exceptions; and
  - (g) a countersignature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company 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.

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ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**EXHIBIT "A"  
LEGAL DESCRIPTION**

**PARCEL 1:**

A PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, WEBER COUNTY, UTAH: BEGINNING AT A POINT ON THE QUARTER SECTION LINE SAID POINT IS 330.00 FEET SOUTH 0°42'54" WEST ALONG SAID QUARTER SECTION LINE FROM THE CENTER OF SAID SECTION 28; AND RUNNING THENCE SOUTH 89°13'14" EAST 1177.20 FEET TO THE WESTERLY LINE OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS PROPERTY; THENCE ALONG SAID WESTERLY, SOUTHERLY AND EASTERLY LINES THE FOLLOWING THREE (3) COURSES AS FOLLOWS: (1) SOUTH 0°46'08" WEST 62.00 FEET; (2) SOUTH 89°13'14" EAST 414.00 FEET; AND (3) NORTH 0°46'46" EAST 62.00 FEET TO THE SOUTHWESTERLY CORNER OF THE WEBER COUNTY FIRE PROPERTY; THENCE SOUTH 89°13'14" EAST 387.67 FEET TO THE NORTHWESTERLY CORNER OF THE ROBERT L. AND KATHRYN H. FAVERO PROPERTY; THENCE SOUTH 0°46'46" WEST 330.00 FEET ALONG SAID WESTERLY LINE TO THE NORTHERLY LINE OF THE GIOVANNI FAVERO JR. FAMILY LIVING TRUST PROPERTY; THENCE NORTH 89°13'14" WEST 1978.51 FEET ALONG SAID NORTHERLY LINE TO SAID QUARTER SECTION LINE; THENCE NORTH 0°42'54" EAST 330.00 FEET ALONG SAID QUARTER SECTION LINE TO THE POINT OF BEGINNING.

**PARCEL 2:**

A PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, WEBER COUNTY, UTAH: BEGINNING AT A POINT ON THE NORTHERLY PROPERTY LINE OF THE GIOVANNI FAVERO JR. FAMILY LIVING TRUST, SAID POINT BEING 907.50 FEET SOUTH 0°42'54" WEST ALONG SAID QUARTER SECTION LINE FROM THE CENTER OF SAID SECTION 28; AND RUNNING THENCE ALONG SAID NORTHERLY AND WESTERLY LINES THE FOLLOWING TWO (2) COURSES: (1) SOUTH 89°13'14" EAST 1590.48 FEET; AND (2) SOUTH 0°46'46" WEST 75.40 FEET THENCE SOUTH 57°17'49" WEST 302.93 FEET; THENCE SOUTH 69°19'37" WEST 484.61 FEET; THENCE NORTH 89°10'32" WEST 886.32 FEET TO A POINT ON THE QUARTER SECTION LINE; THENCE NORTH 0°42'54" EAST 419.06 FEET ALONG SAID QUARTER SECTION LINE TO THE POINT OF BEGINNING.

**PARCEL**

A PART OF SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, WEBER COUNTY, UTAH:

BEGINNING AT A POINT ON THE QUARTER SECTION LINE, SAID POINT BEING 332.02 FEET SOUTH 0°42'54" WEST FROM THE CENTER OF SAID SECTION 28; AND RUNNING THENCE SOUTH 89°13'14" EAST 1177.21 FEET TO THE WESTERLY LINE OF THE LDS CHURCH PROPERTY; THENCE ALONG THE WESTERLY, SOUTHERLY AND EASTERLY LINES OF SAID LDS PROPERTY CHURCH PROPERTY THE FOLLOWING THREE (3) COURSES: (1) SOUTH 0°46'46" WEST 62.01 FEET, (2) SOUTH 89°13'14" EAST 414.00 FEET AND (3) NORTH 0°46'46" EAST 62.00 FEET TO THE SOUTHWESTERLY CORNER OF THE WEBER COUNTY FIRE PROPERTY; THENCE SOUTH 89°13'14" EAST 661.00 FEET TO THE NORTHWEST CORNER OF THE RICK L. UNDERWOOD JR. PROPERTY; THENCE ALONG THE WESTERLY AND SOUTHERLY LINES OF SAID PROPERTY THE FOLLOWING TWO (2) COURSES: (1) SOUTH 0°36'20" WEST 107.25 FEET AND (2) SOUTH 89°12'24" EAST 101.57 FEET THENCE SOUTH 56°59'10" WEST 372.18 FEET; THENCE SOUTH 89°13'14" EAST 280.23 FEET; THENCE NORTH 0°33'51" EAST 101.83 FEET; THENCE SOUTH 89°13'14" EAST 284.21 FEET TO THE WEST RIGHT-OF-WAY LINE OF 3500 WEST STREET AS WIDENED; THENCE SOUTH 0°36'20" WEST 340.57 FEET ALONG SAID WEST RIGHT OF WAY LINE TO THE NORTHERLY LINE OF THE GARY F. FARR FAMILY TRUST PROPERTY; THENCE ALONG SAID NORTHERLY AND WESTERLY LINES OF SAID PROPERTY THE FOLLOWING TWO (2) COURSES: (1) NORTH 89°26'09" WEST 540.26 FEET AND (2) SOUTH

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

0°46'46" WEST 423.13 FEET; THENCE NORTH 89°10'32" WEST 478.50 FEET; THENCE NORTH 0°46'46" EAST 324.91 FEET; THENCE SOUTH 56°32'10" WEST 15.18 FEET; THENCE SOUTH 57°17'03" WEST 287.75 FEET; THENCE SOUTH 69°17'41" WEST 9.22 FEET; THENCE SOUTH 69°19'39" WEST 47538 FEET; THENCE NORTH 89°10'32" WEST 886.32 FEET TO SAID QUARTER SECTION LINE AND THE EASTERLY LINE OF THE CAMERON CLUSTER SUBDIVISION (WEBER COUNTY, UTAH); THENCE NORTH 0°42'54" EAST 996.56 FEET ALONG SAID QUARTER SECTION LINE AND SAID EASTERLY LINE TO THE POINT OF BEGINNING.

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- (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.

**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>.

## STEWART TITLE GUARANTY COMPANY

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

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Transaction Identification Data for reference only:**

Issuing Agent: Mountain View Title and Escrow  
Issuing Office: 5732 South 1475 East #100, Ogden, UT 84403  
Issuing Office's ALTA® Registry ID: N/A  
Loan ID Number:  
Commitment Number: 165927A  
Issuing Office File Number: 165927A  
Property Address: NONE ASSIGNED, Ogden, UT 84401  
Revision Number:

1. **Commitment Date:** March 11, 2019 at 8:00 A.M.

2. **Policy to be issued:** **Proposed Policy Amount**  
(a) ALTA Owner's Policy            Standard

Proposed Insured:    Ed Green Construction, Inc.

(b) ALTA Loan Policy            Extended

Proposed Insured:    Lender

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:**

PARCEL 1 AND 2:

Beverly F. Bailey, as to an undivided one third (1/3) interest, Gary G. Farr, or his successor(s) in trust, Trustee of the Gary G. Farr Family Trust UAD November 5, 2015 as to an undivided one third (1/3) interest, Julie S. Horne; Gary W. Moore and Jana S. Moore, as Joint Tenants; and Doug F. Summers, Trustee of the Doug F. Summers Revocable Living Trust dated October 30, 2007, as tenants in common each as to an undivided one sixth (1/6) interest.

PARCEL 3:

Roger K. Favero, Successor Co-Trustee and Robert L. Favero, Successor Co-Trustee of the Giovanni Favero, Jr. Family Living Trust dated April 23, 1999

PARCEL 4 AND 5:

Robert Lamar Favero and Katheryn H. Favero, Husband and Wife, as Join Tenants, With Full Rights of Survivorship

5. **The Land is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Exceptions

File No.: 165927A

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. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; ditch rights; (d) minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel and other hydrocarbons in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities related thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
7. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
8. PARCEL 1:  
Taxes for the year 2018 have been paid in the amount of \$123.35. Taxes for the year 2019 are accruing as a lien but are not yet due or payable.  
SERIAL NUMBER: 15-078-0144

### PARCEL 2:

Taxes for the year 2018 have been paid in the amount of \$1,035.85. Taxes for the year 2019 are accruing as a

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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Requirements**

File No.: 165927A

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. Payment to or for the account of the grantors or mortgagors or the full consideration for the estate or interest to be insured.

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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Exceptions**

lien but are not yet due or payable.  
SERIAL NUMBER: 15-078-0015

**PARCEL 3:**

Taxes for the year 2018 have been paid in the amount of \$2,195.70. Taxes for the year 2019 are accruing as a lien but are not yet due or payable.  
SERIAL NUMBER: 15-078-0145

**PARCEL 4:**

Taxes for the year 2018 have been paid in the amount of \$713.30. Taxes for the year 2019 are accruing as a lien but are not yet due or payable.  
SERIAL NUMBER: 15-078-0040

**PARCEL 5:**

Taxes for the year 2018 have been paid in the amount of \$1,680.34. Taxes for the year 2019 are accruing as a lien but are not yet due or payable.  
SERIAL NUMBER: 15-078-0046

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 located within 516 taxing district within Weber county that the property is located and is subject to any charges and assessments levied by them as a result of services provided.
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.

(THE FOLLOWING 11 THROUGH 24 AFFECTS PARCELS 1 AND 2)

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. Public Utility Easements including but not limited to utility lines, cable lines, overhead power lines and their supporting structures located over the property lines, as disclosed by a visual inspection of the subject property.
13. SUBJECT TO DITCHES AND CANALS, WITH ANY EASEMENTS PERTAINING THERETO, IF ANY, OVER AND ACROSS SAID PARCEL OF LAND AND TOGETHER WITH THE RIGHT OF MAINTENANCE OF THE SAME. ALSO SUBJECT TO OTHERS RIGHTS AND INTERESTS, IF ANY, OF SAID WATERWAYS.

**14. AGREEMENT**

Dated: November 16, 1990

By and Between: STATE OF UTAH, ACTING THROUGH THE BOARD OF WATER RESOURCES,  
SOMETIMES REFERRED TO HEREIN AS THE STATE, AND THE WILSON IRRIGATION COMPANY, A

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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Exceptions**

CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF UTAH

Recorded: May 17, 1996  
Entry Number: 1406857  
Book: / Page: 1806 / 2976

**15. EASEMENT TO USE DISTRIBUTION SYSTEM**

Grantor: WILSON IRRIGATION COMPANY, A CORPORATION OF THE COUNTY OF WEBER  
Grantee: STATE OF UTAH, ACTING THROUGH THE BOARD OF WATER RESOURCES  
Location: SEE EASEMENT  
Purpose: AN EASEMENT TO USE THE EXISTING WATER DISTRIBUTION SYSTEM OF CANALS, DITCHES, PIPELINES AND ALL APPURTENANT WORKS AND FACILITIES OF THE WILSON IRRIGATION COMPANY  
Dated: October 25, 1990  
Recorded: May 17, 1996  
Entry Number: 1406858  
Book: / Page: 1806 / 2985

**16. PERPETUAL EASEMENT**

Location: SEE EASEMENT  
Purpose: A PERMANENT EASEMENT AND RIGHT-OF-WAY 30 FEET IN WIDTH, 15 FEET ON THE EAST SIDE AND 15 FEET ON THE WEST SIDE OF THE SEWER LINE DESCRIBED BELOW, FOR THE PURPOSE OF CONSTRUCTION, OPERATION, REPAIR, REPLACEMENT, AND MAINTENANCE OF ONE OF MORE SANITARY SEWER LINES AND/OR DRAIN LINES AND THE NECESSARY ACCESSORIES AND APPURTENANCES USED IN CONNECTION THEREWITH, TOGETHER WITH THE RIGHT TO ENTER UPON GRANTOR'S PREMISES FOR SUCH PURPOSES IN, ON, OVER, UNDER, THROUGH, ALONG AND ACROSS SAID PORTION OF THE LAND OF GRANTOR  
Dated: December 8, 2000  
Recorded: February 8, 2001  
Entry Number: 1750929, 1750930, 1750931, 1750932, 1750934, 1750935, 1750936, 1750937, 1750938

**17. PERPETUAL EASEMENT**

Grantor: INEZ C. FARR AS TRUSTEE OF THE INTER VIVOS REVOCABLE TRUST  
Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT  
Location: SEE EASEMENT  
Purpose: A PERMANENT EASEMENT AND RIGHT-OF-WAY 40 FEET IN WIDTH, 20 FEET ON THE EAST SIDE AND 20 FEET ON THE WEST SIDE OF THE SEWER LINE DESCRIBED BELOW, FOR THE PURPOSE OF CONSTRUCTION, OPERATION, REPAIR, REPLACEMENT, AND MAINTENANCE OF ONE OF MORE SANITARY SEWER LINES AND/OR DRAIN LINES AND THE NECESSARY ACCESSORIES AND APPURTENANCES USED IN CONNECTION THEREWITH, TOGETHER WITH THE RIGHT TO ENTER UPON GRANTOR'S PREMISES FOR SUCH PURPOSES IN, ON, OVER, UNDER, THROUGH, ALONG AND ACROSS SAID PORTION OF THE LAND OF GRANTOR  
Dated: March 8, 2001  
Recorded: March 13, 2001  
Entry Number: 1757393  
Book: / Page: 2122 / 2402

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its Issuing agent that may be in electronic form.*

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File No. 165927A

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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Exceptions**

18. PERPETUAL EASEMENT

Grantor: INEZ C. FARR AS TRUSTEE OF THE INTER VIVOS REVOCABLE TRUST  
Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT  
Location: SEE EASEMENT  
Purpose: A PERMANENT EASEMENT AND RIGHT-OF-WAY 40 FEET IN WIDTH, 20 FEET ON THE EAST SIDE AND 20 FEET ON THE WEST SIDE OF THE SEWER LINE DESCRIBED BELOW, FOR THE PURPOSE OF CONSTRUCTION, OPERATION, REPAIR, REPLACEMENT, AND MAINTENANCE OF ONE OF MORE SANITARY SEWER LINES AND/OR DRAIN LINES AND THE NECESSARY ACCESSORIES AND APPURTENANCES USED IN CONNECTION THEREWITH, TOGETHER WITH THE RIGHT TO ENTER UPON GRANTOR'S PREMISES FOR SUCH PURPOSES IN, ON, OVER, UNDER, THROUGH, ALONG AND ACROSS SAID PORTION OF THE LAND OF GRANTOR  
Dated: March 8, 2001  
Recorded: March 13, 2001  
Entry Number: 1757394  
Book: / Page: 2122 / 2407

19. PERPETUAL EASEMENT

Grantor: INEZ C. FARR AS TRUSTEE OF THE INTER VIVOS REVOCABLE TRUST  
Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT  
Location: SEE EASEMENT  
Purpose: A PERMANENT EASEMENT AND RIGHT-OF-WAY 40 FEET IN WIDTH, 20 FEET ON THE EAST SIDE AND 20 FEET ON THE WEST SIDE OF THE SEWER LINE DESCRIBED BELOW, FOR THE PURPOSE OF CONSTRUCTION, OPERATION, REPAIR, REPLACEMENT, AND MAINTENANCE OF ONE OF MORE SANITARY SEWER LINES AND/OR DRAIN LINES AND THE NECESSARY ACCESSORIES AND APPURTENANCES USED IN CONNECTION THEREWITH, TOGETHER WITH THE RIGHT TO ENTER UPON GRANTOR'S PREMISES FOR SUCH PURPOSES IN, ON, OVER, UNDER, THROUGH, ALONG AND ACROSS SAID PORTION OF THE LAND OF GRANTOR  
Dated: March 8, 2001  
Recorded: April 3, 2001  
Entry Number: 1761823  
Book: / Page: 2128 / 1312

20. CERTIFICATE OF CREATION OF THE NORTHERN UTAH ENVIRONMENTAL RESOURCE AGENCY

Dated: December 1, 2014  
Recorded: January 20, 2015  
Entry Number: 2718461

21. CERTIFICATE OF CREATION

Dated: July 26, 2017  
Recorded: August 1, 2017  
Entry Number: 2870841

22. NOTICE OF AN IMPENDING BOUNDARY ACTION

Dated: July 11, 2017  
Recorded: August 1, 2017

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**ALTA COMMITMENT FOR TITLE INSURANCE  
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ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Exceptions**

Entry Number: 2870842

**23. APPLICATION FOR ASSESSMENT AND TAXATION OF AGRICULTURAL LAND 1969 FARMLAND ASSESSMENT ACT**

Recorded: September 26, 2017  
Entry Number: 2880565

**24. 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.**

(THE FOLLOWING 25 TO 38 AFFECTS PARCELS 2 THROUGH 5)

**25. 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.**

**26. EASEMENT AND CONDITIONS CONTAINED THEREIN**

Grantor: LORIN F. FARR  
Grantee: AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING  
Location: SEE DOCUMENT FOR EXACT LOCATION  
Purpose: TO CONSTRUCT, RECONSTRUCT, OPERATE AND MAINTAIN LINES OF TELEPHONE AND TELEGRAPH, CONSISTING OF SUCH POLES, WIRES, CABLES, CONDUITS, GUYS, ANCHORS AND OTHER FIXTURES AND APPURTENANCES AS THE GRANTEE MAY FROM TIME TO TIME REQUIRE, UPON, ACROSS, OVER AND/OR UNDER THE PROPERTY  
Dated: May 9, 1929  
Recorded: May 31, 1929  
Book: / Page: S / 153

**27. AGREEMENT**

Dated: November 16, 1990  
By and Between: THE STATE OF UTAH, ACTING THROUGH THE BOARD OF WATER RESOURCES AND THE WILSON IRRIGATION COMPANY  
Recorded: May 17, 1996  
Entry Number: 1406857  
Book: / Page: 1806 / 2976

**28. EASEMENT TO USE DISTRIBUTION AND CONDITIONS CONTAINED THEREIN**

Grantor: WILSON IRRIGATION COMPANY, A CORPORATION OF THE COUNTY OF WEBER  
Grantee: THE STATE OF UTAH, ACTING THROUGH THE BOARD OF WATER RESOURCES  
Location: SEE DOCUMENT FOR EXACT LOCATION  
Purpose: AN EASEMENT TO USE THE EXISTING WATER DISTRIBUTION SYSTEM OF CANALS, DITCHES, PIPELINES AND ALL APPURTENANT WORKS AND FACILITIES OF THE WILSON IRRIGATION COMPANY  
Dated: October 25, 1990  
Recorded: May 17, 1996  
Entry Number: 1406858

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**Exceptions**

Book: / Page: 1806 / 2985

29. PERPETUAL EASEMENT AND CONDITIONS CONTAINED THEREIN  
Grantor: ROGER K. FAVERO, TRUSTEE OF THE GIOVANNI FAVERO JR. FAMILY LIVING TRUST DATED APRIL 23, 1999  
Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT  
Location: SEE DOCUMENT FOR EXACT LOCATION  
Purpose: CONSTRUCTION, OPERATION, REPAIR, REPLACEMENT, AND MAINTENANCE OF ONE OR MORE SANITARY SEWER LINES AND/OR DRAIN LINES AND THE NECESSARY CONNECTIONS, ACCESSORIES AND APPURTENANCES USED IN CONNECTION THEREWITH, TOGETHER WITH THE RIGHT TO ENTER UPON GRANTOR'S PREMISES  
Dated: March 26, 2001  
Recorded: April 2, 2001  
Entry Number: 1761412  
Book: / Page: 2127 / 2671
30. Subject to the Right of Way as found in that certain Warranty Deed filed in the office of the Weber County Recorder as Entry No. 537242 on July 8, 1970.
31. Subject to the rights of Wilson Canal by reason of any portion of the parcels which may be within the canal right of way and subject to the canal company rights, if any, to use adjoining property to the canal for a right of way for their equipment to maintain said canals.
32. RESOLUTION NO. 27-2012  
Dated: December 11, 2012  
Purpose: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY, UTAH, CONFIRMING THAT 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  
Entry Number: 2610456
33. CERTIFICATE OF CREATION OF THE NORTHERN UTAH ENVIRONMENTAL RESOURCE AGENCY  
Dated: December 1, 2014  
Recorded: January 20, 2015  
Entry Number: 2718461
34. CERTIFICATE OF CREATION OF THE WESTERN WEBER PARK DISTRICT  
Dated: July 26, 2017  
Recorded: August 1, 2017  
Entry Number: 2870841
35. APPLICATION FOR ASSESSMENT AND TAXATION OF AGRICULTURAL LAND  
Dated: April 21, 2015  
Recorded: March 11, 2016  
Entry Number: 2782445

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STEWART TITLE GUARANTY COMPANY

**Exceptions**

36. TRUST DEED

Dated: March 17, 2010  
Amount: \$101,525.00  
Trustor: ROBERT LAMAR FAVERO AND ROGER K. FAVERO  
Beneficiary: MERS AS NOMINEE FOR ZIONS FIRST NATIONAL BANK, N.A.  
Trustee: ZIONS FIRST NATIONAL BANK, N.A.  
Recorded: March 22, 2010  
Entry Number: 2463759  
(AFFECTS PROPOSED LOT 52)

37. TRUST DEED

Dated: November 24, 1995  
Amount: \$18,000.00  
Trustor: ROBERT LAMAR FAVERO AND KATHRYN H. FAVERO  
Beneficiary: ASSOCIATED TITLE COMPANY  
Trustee: ROGER K. FAVERO AND JERRIE E. FAVERO  
Recorded: December 4, 1995  
Entry Number: 1376627  
Book: / Page: 1782 / 1789  
(AFFECT PARCEL 4)

38. SUBJECT TO THE TERMS, CONDITIONS AND/OR RESTRICTIONS OF THAT CERTAIN GIOVANNI FAVERO, JR. FAMILY LIVING TRUST DATED APRIL 23, 1999, AS DISCLOSED IN ENTRY NO. 2469260, OF WEBER COUNTY RECORDS.

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

GARY G. FARR  
GARY G. FARR TRUST  
JOYCE F. SUMMERS  
BEVERLY F. BAILEY  
JULIE S. HORNE  
GARY W. MOORE  
JANA S. MOORE  
DOUG F. SUMMERS  
ROGER K. FAVERO  
ROBERT L. FAVERO  
GIOVANNI FAVERO JR. FAMILY LIVING TRUST  
KATHRYN H. FAVERO

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

NONE

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STEWART TITLE GUARANTY COMPANY

**Exceptions**

41. 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.
42. 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.

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## 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 <a href="mailto:optout@stewart.com">optout@stewart.com</a> 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"> <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.
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?
<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.	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>	Yes	No
<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

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"> <li>• request insurance-related services</li> <li>• provide such information to us</li> </ul> <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, 930 Chambers Street, Suite 3, So Ogden, UT 84403