



All inquiries regarding this report should be directed to:
MICHAEL T. SUMNER, PRESIDENT- LICENSE #67569
JENNIFER CUMMINGS, ESCROW ASSISTANT
(801) 393-0200 OR (801) 394-9491

File No. W-13433-19

COMMITMENT FOR TITLE INSURANCE

Issued By
INTERMOUNTAIN TITLE INSURANCE & ESCROW AGENCY, INC.
OFFICE LICENSE #2660
 AGENT FOR: WESTCOR LAND TITLE INSURANCE COMPANY
 4630 South 3500 West, Suite #4
 West Haven, Utah 84401
 Phone: (801) 393-0200 Fax: (801) 393-9921

PRELIMINARY REPORT

PROPERTY ADDRESS:

TAX ID #: 15-057-0033, 15-057-0011, 15-057-0039

SELLER:	BORROWER/BUYER:
DEGIORGIO FAMILY INVESTMENTS, LLC 618 W. CAPITOL STREET SALT LAKE CITY, UT 84103 TRESORELLE, LLC 4605 WEST 1400 SOUTH OGDEN, UT 844-1	312 HOLDINGS LLC 195 25TH STREET, Suite 300 OGDEN , UT 84401
LISTING AGENT:	SELLING AGENT:
LICENSE # , ATTN: Ph: AGENT'S LICENSE #	LICENSE # , ATTN: Ph: AGENT'S LICENSE #

**ALTA - COMMITMENT FOR TITLE INSURANCE
ISSUED BY
WESTCOR LAND
TITLE INSURANCE COMPANY**

WESTCOR LAND TITLE INSURANCE COMPANY, a California corporation, herein called the Company for a valuable consideration, hereby 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 covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefore, all subject to the provisions of Schedule A and B to the Conditions and Stipulations hereof.

The 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 hereof by the Company, wither at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

Signed under seal for the Company, but this Commitment shall not be valid or binding until it bears an authorized Countersignature.

IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

**INTERMOUNTAIN TITLE INSURANCE & ESCROW AGENCY, INC.
4630 South 3500 West, Suite 4
West Haven, Utah 84401
W-13433-19**

WESTCOR LAND TITLE INSURANCE COMPANY



By: Mary O'Donnell
President

Attest: Patricia H. Bower
Secretary

CONDITIONS AND STIPULATIONS

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 acquires 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 thereon 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 2 of these Conditions and Stipulations.
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, the Exclusions from Coverage and the Conditions and Stipulations 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. 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.

File No.: W-13433-19

WESTCOR LAND TITLE INSURANCE COMPANY

SCHEDULE A

1. Effective Date: **13th**, day of **February, 2019 at 8:00 A.M.**

2. Policy or Policies to be issued:

OWNERS:

<input type="checkbox"/> ALTA (6-17-06) OWNERS POLICY	Amount: \$ 2,576,000.00
<input type="checkbox"/> Other:	Premium: \$ 7,470.00

Proposed Insured: **312 HOLDINGS LLC**

LOAN:

<input type="checkbox"/> ALTA (6-17-06) LENDERS POLICY	Amount: \$
<input type="checkbox"/> Other:	Premium: \$

Proposed Insured:

Endorsements:	[, &]
	Amount: \$

3. The Estate of interest in the land described or referred to in the Commitment and covered herein is **FEE SIMPLE** and is at the effective date hereof vested in:

**DEGIORGIO FAMILY INVESTMENTS, LLC, A UTAH LIMITED LIABILITY COMPANY (PARCELS 1 & 2)
TRESORELLE, LLC (PARCEL 3)**

4. The land referred to in this Commitment is situated in the County of , State of Utah, and described as follows:

See Attached Exhibit "A"

TAX I.D.# 15-057-0033, 15-057-0011, 15-057-0039

PROPERTY ADDRESS:

,

Countersigned: *Michael T. Sumner*
Authorized Officer or Agent

Valid as Commitment for and ALTA Policy only if attached to a countersigned Commitment for Title Insurance, a Schedule B and Schedule C with matching Commitment Numbers.

ORDER NUMBER: W-13433-19

EXHIBIT "A"

PARCEL 1

TRACT OF LAND SITUATE IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U S SURVEY, WEBER COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 21, THENCE NORTH 89°07'58" WEST 826.00 FEET ALONG THE CENTER LINE OF 1800 SOUTH STREET, THENCE NORTH 00°52'02" EAST 461.46 FEET ALONG THE WEST LINE OF ORRIN G HOWARD PROPERTY, THENCE NORTH 34°01'02" EAST 27.00 FEET ALONG THE WEST LINE OF DEGIORGIO SUBDIVISION, PHASE 1, TO THE TRUE POINT OF BEGINNING, A REBAR/CAP, THENCE NORTH 55°58'58" WEST 268.38 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF DEGIORGIO STREET, A REBAR/CAP, THENCE SOUTH 34°01'02" WEST 130.43 FEET ALONG SAID SOUTHEASTERLY LINE OF DEGIORGIO STREET TO A REBAR/CAP, THENCE SOUTHWESTERLY 155.51 FEET ALONG THE EASTERLY LINE OF 4075 WEST STREET, A CURVE TO THE LEFT HAVING A RADIUS OF 268.78 FEET, AND A LONG CHORD BEARING SOUTH 17°26'32" WEST 153.35 FEET TO A REBAR/CAP, THENCE SOUTH 00°52'02" WEST 374.64 FEET TO THE CENTER LINE OF 1800 SOUTH STREET, THENCE ALONG STREET SOUTH 89°07'58" EAST 325 FEET, MORE OR LESS, TO THE WEST LINE OF ORRIN G HOWARD PROPERTY, THENCE ALONG SAID LINE NORTH 00°52'02" EAST 461.46 FEET, THENCE NORTH 34°01'02" EAST 27.00 FEET TO POINT OF BEGINNING.

TAX ID 15-057-0033

PARCEL 2

TRACT OF LAND SITUATE IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U S SURVEY, WEBER COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF SECTION 21, THENCE SOUTH 89°07'58" EAST 698.00 FEET TO THE TRUE POINT OF BEGINNING, THENCE NORTH 00°30'47" EAST 290.00 FEET, THENCE NORTH 89°07'58" WEST 177.60 FEET, THENCE NORTH 00°52'02" EAST 1030.00 FEET, THENCE NORTH 89°07'58" WEST 528.00 FEET, THENCE NORTH 00°52'02" EAST 1320.00 FEET, THENCE SOUTH 89°07'58" EAST 577.50 FEET, THENCE SOUTH 00°52'02" WEST 1320.00 FEET, THENCE SOUTH 89°07'58" EAST 995.72 FEET, THENCE SOUTH 00°50'00" WEST 245.90 FEET, THENCE NORTH 89°02'21" WEST 57.93 FEET, THENCE SOUTH 00°50'00" WEST 190.60 FEET, THENCE SOUTH 34°01'02" WEST 162.76 FEET, THENCE NORTH 89°02'21" WEST 53.00 FEET, THENCE SOUTH 28°28'50" EAST 222.32 FEET, THENCE SOUTHWESTERLY 190.23 FEET ALONG A CURVE TO THE LEFT (CHORD BEARING SOUTH 17°26'32" WEST 187.58 FEET) THENCE SOUTH 00°52'02" WEST 374.64 FEET, THENCE NORTH 89°07'58" WEST 734.23 FEET TO THE POINT OF BEGINNING.

TAX ID 15-057-0011

PARCEL 3

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 38 RODS WEST FROM THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER; RUNNING THENCE WEST 7 RODS; THENCE SOUTH 80 RODS; THENCE EAST 45 RODS; THENCE NORTH 50 RODS, 8.5 FEET; THENCE WEST 38 RODS, THENCE NORTH 29 RODS 8 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM DAYBREAK SUBDIVISION

[NOTE: BECAUSE THE DESCRIPTION OF RECORD DID NOT CONTAIN AN AREA FOR THIS PARCEL THE AREA FOR THIS PARCEL WAS CALCULATED BY THIS OFFICE FOR TAX PURPOSES]

TAX ID 05-057-0039

WESTCOR LAND TITLE INSURANCE COMPANY

Schedule B - Section I

The following are requirements to be complied with; otherwise to be shown as exceptions in the policy:

1. Instrument(s) creating the estate or interest to be insured must be approved, properly executed, and properly filed for record; to-wit:
2. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured, and for any estate or interest necessary to create the estate or interest to be insured described in this Commitment.
3. Payment of all taxes and/or assessments levied against the subject premises which are due and payable.
4. Verification with city for outstanding assessments.
5. **Warranty Deed from DEGIORGIO FAMILY INVESTMENTS, LLC and TRESORELLE, LLC, vesting fee simple title to 312 HOLDINGS LLC.**

Countersigned: Michael T. Sumner

Authorized Officer or Agent

WESTCOR LAND TITLE INSURANCE COMPANY

Schedule B – Section II

File No.: W-13433-19

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. The Policy will not insure against loss or damage by reason of the following:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records of 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.
- B. GENERAL EXCEPTIONS:**
1. Rights or claims of parties in possession not shown by the public records.
 2. Easements, or claims of parties in possession not shown by the public records.
 3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose any which are not shown by the public records.
 4. 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.
 5. Taxes or special assessments which are not shown by the existing liens by the records of any taxing authority that levies taxes or assessment 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.

Paragraphs 1, 2, 3, 4, and 5 will not appear as printed exceptions on extended coverage policies, except as to such parts thereof which may be typed as a Special Exception in Schedule B–Section 2.

C. SPECIAL EXCEPTIONS:

(See Schedule B–Section 2 beginning on next page)

Countersigned: *Michael T. Sumner*
Authorized Officer or Agent

Valid as Commitment for an ALTA Policy only if attached to a countersigned Commitment for Title Insurance a Schedule A, a Schedule B - Sec I and Schedule C with matching Commitment Numbers.

**WESTCOR LAND TITLE INSURANCE COMPANY
SCHEDULE B – SECTION II**

File No.: W-13433-19

SPECIAL EXCEPTIONS:

1. Taxes for the year 2019 are now a lien, not yet due.
Tax serial No.15-057-0033 Affects Parcel 1
2. Taxes for the year 2019 are now a lien, not yet due.
Tax serial No.15-057-0011 Affects Parcel 2
3. Taxes for the year 2019 are now a lien, not yet due.
Tax serial No.15-057-0039 Affects Parcel 3
4. Taxes for the Year 2018 have been paid in the amount of \$17.70.
Tax I.D. 05-057-0033 Affects Parcel 1
5. Taxes for the Year 2018 have been paid in the amount of \$347.63.
Tax I.D. 15-057-0011 Affects Parcel 2
6. Taxes for the Year 2018 have been paid in the amount of \$122.37.
Tax I.D. 15-057-0039 Affects Parcel 3
7. Said property is located within the boundaries of Weber Basin Water Conservancy District, Weber School District, and West Weber/ Taylor Cemetery.
As to Parcels 1, 2 & 3
8. CERTIFICATE OF APPROPRIATION OF WATER STATE OF UTAH
DATED: APRIL 27, 1984
RECORDED: MAY 8, 1984
ENTRY NO.: 908101
BOOK/PAGE: 1445/2046
AFFECTS PARCELS 1 & 2
9. RESTRICTIVE COVENANTS:
DATED: APRIL 23, 1997
RECORDED: APRIL 23, 1997
ENTRY NO.: 1467291
BOOK/PAGE: 1858/999
AFFECTS PARCELS 1 & 2

(Continued)

Countersigned : *Michael T. Sumner*

Authorized Officer or Agent

Valid as Commitment for and ALTA Policy only if attached to a countersigned Commitment for Title Insurance, a Schedule B - Sec II and Schedule C with matching Commitment Numbers.

WESTCOR LAND TITLE INSURANCE COMPANY
SCHEDULE B – SECTION II
(Continued)

File No.: W-13433-19

SPECIAL EXCEPTIONS:

10. DELEGATION OF AUTHORITY AND CERTIFICATE OF TRUSTEE:

DATED: OCTOBER 23, 2000
RECORDED: SEPTEMBER 16, 2001
ENTRY NO.: 1764319
BOOK/PAGE: 2131/928

ALSO

DATED: FEBRUARY 17, 2001
RECORDED: APRIL 16, 2001
ENTRY NO.: 1764320
BOOK/PAGE: 2131/936

AFFECTS PARCELS 1 & 2

11. GREENBELT APPLICATION

Recorded: DECEMBER 11, 2006
Entry No.: 2229732
Book/Page: AFFECTS PARCELS 1 & 2

12. GREENBELT APPLICATION

Dated: JUNE 19, 2017
Recorded: JUNE 22, 2017
Entry No.: 2864188
Book/Page: AFFECTS PARCEL 3

13. Right of way for any roads, ditches, fences, canals, or transmission lines now existing over, under or across said property.

14. RELEASE OF PROPERTY FROM AN AGRICULTURAL PROTECTION AREA

RECORDED: SEPTEMBER 17, 2007
ENTRY NO.: 2292190
AFFECTS PARCEL 3

15. Subject to Easements and Rights of Way of record or enforceable in law and equity for any existing roads, streets, alleys, fences, ditches, reservoirs, utilities, canals, pipelines, power, telephone, sewer, gas or water lines now existing over, under or across subject property.

16. Any matters that might be disclosed by an accurate survey of said premises.

17. The Deed of Trust we are asked to insure should be placed of record and this commitment is subject to such further matters as may appear at that time.

(Continued)

Countersigned: _____ *Michael T. Sumner* _____

WESTCOR LAND TITLE INSURANCE COMPANY
SCHEDULE B – SECTION II
(Continued)

File No.: W-13433-19

SPECIAL EXCEPTIONS:

18. NOTE: Judgments were checked on the following names, and none were found of record:

312 HOLDINGS LLC
DEGIORGIO FAMILY INVESTMENTS, LLC
TRESORELLE, LLC

Countersigned: Michael J. Sumner

Valid as Commitment for and ALTA Policy only if attached to a countersigned Commitment for Title Insurance, a Schedule B - Sec II and Schedule C with matching Commitment Numbers.

WESTCOR LAND TITLE INSURANCE COMPANY

SCHEDULE B – SECTION II

File No.: W-13433-19

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, by 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.

NOTE: Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action pursuant to the Title Insurance Rules of the American Arbitration Association, a copy 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 property jurisdiction.

NOTE: In the event this transaction fails to close, a cancellation fee may be charged for services rendered in accordance with the rates that are on file with the Insurance Department of the State of Utah. (\$200.00)

Michael T. Sumner _____

Michael T. Sumner, Examiner

Typed by:PH

Valid as Commitment for an ALTA Policy only if attached to a countersigned Commitment for Title Insurance, a Schedule A, a Schedule B - Sec I and Schedule C with matching Commitment Numbers.

**Westcor Land Title Insurance Company
and
Intermountain Title Insurance & Escrow Agency Inc.
4630 South 3500 West, Suite 4
West Haven, Utah 84401**

PURPOSE OF THIS NOTICE

Westcor Land Title Insurance Company ("Westcor Title") and the above named Agent (the "Agent") share your concerns about privacy. Each Company is committed to respecting the privacy of our policyholders. Therefore, in accordance with Federal and State laws and regulations, we are providing you with this notice of how we might use the information about you which we gather in the process of issuing our policy of title insurance.

Title V of the Gramm-Leach-Bliley Act (GLBA) and the laws of the State in which you reside generally prohibit us from sharing nonpublic personal information about you with a third party unless we provide you with this notice of our privacy policies and practices, such as the type of information that we collect about you and the categories of persons or entities to whom that information may be disclosed. In compliance with the GLBA and the laws of this State, we are providing you with this document, which notifies you of the privacy policies and practices of Westcor Land Title and the Agent.

OUR PRIVACY POLICIES AND PRACTICES

Information we collect and sources from which we collect it:

We do not collect any nonpublic personal information about you other than the following:

Information we receive from you or from your attorney or other representative on applications or other forms;

Information about your transactions with us, our affiliates or our agents.

In addition, we may collect other nonpublic personal information about you from individuals and companies other than those proposed for coverage.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional information will be collected about you.

II Information we disclose to third parties:

In the course of our general business practices, we may disclose the information that we collect (as described above) about you or without your permission to the following types of institutions for the reasons described.

To a third party such as a surveying, real estate tax research or municipal data firm if the disclosure will enable that party to perform a business, professional or insurance function for us;

To an insurance institution, agent, or credit reporting agency in order to detect or prevent criminal activity, fraud or misrepresentation in connection with an insurance transaction.

To an insurance institution, agent, or credit reporting agency for either this company or the entity to whom we disclose the information to perform a function in connection with an insurance transaction involving you;

To an insurance regulatory authority, law enforcement, or other governmental authority in order to protect our interests in preventing or prosecuting fraud, or if we believe that you have conducted illegal activities;

To an actuarial or research organization for the purposes of conducting actuarial or research studies.

The disclosures described above are permitted by law.

WE DO NOT DISCLOSE ANY NON PUBLIC PERSONAL INFORMATION ABOUT YOU WITH AFFILIATES OR NON-AFFILIATED THIRD PARTIES FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW

III Your right to access and amend your personal information:

You have the right to request access to the personal information that we record about you. Your right includes the right to know the source of the information and the identity of the persons, institutions or types of institutions to whom we have disclosed such information within 2 years prior to your request. Your right includes the right to view such information and copy it in person, or request that a copy of it be sent to you by mail (for which we may charge you a reasonable fee to cover our costs), your right also includes the right to request corrections, amendments or deletions of any information in our possessions. The procedures that you must follow to request access to or an amendment of your information as follows:

To obtain access to your information from Westcor Land Title. You should submit a request in writing to Westcor Land Title Insurance Company, Attention: National Risk Department, 2000 S. Colorado Blvd., Suite 1-3100, Denver, CO 80222. The request should include your name, address, policy number, telephone number, and the information to which you would like access. The request should state whether you would like access in person or a copy of the information sent to you by mail. Upon receipt of your request, we will contact you within 30 business days to arrange providing you with access in person or the copies you have requested.

To obtain access to your information from the above named agent: you should submit your written request including the specified information to the address stated at the top of page 1. The request should include the same information mentioned above for request to Westcor Land Title.

To correct, amend, or delete any of your information; you should submit a request in writing to the address referenced directly above. The request should included your name, address, policy number, telephone number, the specific information in dispute, and the identity of the document or record that contains the disputed information. Upon receipt of your request, we will contact you within 30 business days to notify you either that we have made the correction, amendment or deletion, or that we refuse to do so and the reasons for the refusal which you will have an opportunity to challenge.

IV Our practices regarding information confidentially and security:

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products of service to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

I. Our policy regarding dispute resolution:

Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

VI Reservation of the right to disclose information in unforeseen circumstances:

In connection with the potential sale or transfer of its interest, Westcor Land Title Insurance Company and Agent and their respective affiliates reserve the right to sell or transfer your information (including but not limited to your address, names, age, sex, zip code, state and county of residency and other information that you provide through other communications) to a third party entity that (1) concentrates its business in a similar practice or service ; (2) agrees to be a successor in interest of Westcor Land Title or the Agent with regard to the maintenance and protection of the information collected; and (3) agrees to the obligations of this privacy statement.