

ALTA Commitment Form  
COMMITMENT FOR TITLE INSURANCE  
Issued by

REAL ADVANTAGE TITLE INSURANCE COMPANY



Real Advantage Title Insurance Company, a California 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 \_\_\_\_\_ (here state the time period)\* 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, Real Advantage Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

By: John Wiley, Executive Vice President



Countersigned:

Ken Higley



## 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.





TITLE INSURANCE COMMITMENT

BY  
Real Advantage Title Insurance Company

SCHEDULE A

1. Commitment Date: **January 13, 2020, 08:00 AM**

2. Policy (or Policies) to be issued:	Policy Amount
a. Owner's Policy	<b>\$885,000.00</b>
2006 ALTA Standard Owner's Policy	Premium Amount
	<b>\$2,969.00</b>

Proposed Insured: **Rockwell Development Group**

b. Loan Policy	Premium Amount
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Proposed Insured:

c. Proposed Insured:

3. **Fee Simple** interest in the land described in this Commitment is owned, at the Commitment Date, by


**B & H Investment Properties, L.L.C.**

4. The land referred to in this commitment is described as follows:

For information purposes only, the property address is purported to be:  
Vacant Land, Huntsville, UT 84037  
Situated in Weber County

**SEE ATTACHED EXHIBIT "A"**

Countersigned  
**Real Advantage Title Insurance Agency**

  
By \_\_\_\_\_  
**Ken Higley**

Escrow Officer: Wayne Russell, Phone: 385-383-7355, Email: Wayne@RealAdvantageUtah.com  
Office: 1785 East 1450 South, Suite 100, Clearfield, UT 84015

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**EXHIBIT "A"**

Tax Parcel #: 21-037-0014

Part of the North half of Section 28, Township 6 North, Range 2 East, Salt Lake Base and Meridian, Beginning at the Northeast Corner of Lot 8 of MONASTERY COVE SUBDIVISION PHASE 1, said point being South 89°33'27" East 916.89 feet along the Section line and South 691.57 feet from the North Quarter Corner of Section 28, Township 6 North, Range 2 East, Salt Lake Base and Meridian (Basis of bearing: North 89°33'10" West from the North Quarter Corner of Section 28 to the Northwest Corner of Section 28) thence South 89°17'55" East 601.92 feet along South Boundary of Susan Short Property; thence South 37°52'13" East 151.13 feet along the Southwest boundary of Tim Ford Right of Way, thence South 00°09'27" East 1000.75 feet along West boundary of Tim Ford Property; thence North 87°43'20" East 255.31 feet along said boundary of Tim Ford property; thence South 00°40'17" East 855.86 feet along West boundary of Tim Ford Property; thence North 89°10'54" West 802.22 feet along North Boundary of FALCON CREST SUBDIVISION, thence North 05°31'41" West 1472.85 feet along East boundary of MONASTERY COVE SUBDIVISION PHASE 1; thence North 02°08'23" West 495.96 feet along East boundary of MONASTERY COVE SUBDIVISION PHASE 1; to the point of beginning.

(Being the Proposed MONASTERY COVE SUBDIVISION PHASE 2)

ALSO:

A PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 EAST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER BEING LOCATED NORTH 89°10'35" WEST 381.26 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 28; RUNNING THENCE ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER NORTH 89°10'35" WEST 344.23 FEET; THENCE NORTH 0°40'17" WEST 610.73 FEET; THENCE SOUTH 74°20'53" EAST 95.94 FEET; THENCE SOUTH 5°21'35" WEST 117.43 FEET; THENCE SOUTH 53°59'34" EAST 116.01 FEET; THENCE NORTH 84°49'15" EAST 94.39 FEET; THENCE SOUTH 51°11'28" EAST 64.13 FEET; THENCE SOUTH 0°09'39" EAST 137.37 FEET; THENCE SOUTH 19°48'29" EAST 103.12 FEET; THENCE SOUTH 1°19'39" WEST 138.61 FEET TO THE POINT OF BEGINNING.

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**TITLE INSURANCE COMMITMENT**

BY

***Real Advantage Title Insurance Company***

**SCHEDULE B - SECTION I**

**REQUIREMENTS**

The following requirements must be met:

- a. Payment of the necessary consideration for the estate or interest to be insured.
- b. Pay us all premiums, fees and charges for the policy.
- c. Documents creating the estate or interest to be insured, must be properly executed, delivered and recorded.
- d. Payment of all taxes and/or assessments levied against the subject premises which are due and payable.
- e. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

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*ALTA Plain Language Commitment (6-17-06)*  
*Schedule B - Section I*

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**TITLE INSURANCE COMMITMENT**

BY

***Real Advantage Title Insurance Company***

**SCHEDULE B - SECTION II**

**EXCEPTIONS**

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

1. 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 which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, imposed by the law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public record.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c), or (d) as shown by the public records.
6. Taxes or assessments which are not now payable or 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.
7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
8. 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.

**Note: Exceptions 1-8 herein will be omitted from an ALTA Extended Owners Policy and ALTA Extended Lenders Policy**

9. General Property Taxes for the year 2019 have been paid in the amount of \$17,416.00.  
Tax Parcel # 21-037-0014
10. Said property is within the boundaries of Huntsville and Tax District 520, and is subject to any charges and assessments levied thereunder.

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11. Subject to rights of way and easements for any roads, streets, alleys, ditches, reservoirs, utilities, canals, pipelines, or transmission lines and public utilities now existing over, under, or across subject property.
12. Claim, right, title or interest to water or water rights whether recorded or not shown by the public records.
13. Any and all outstanding oil and gas, mining and mineral rights, minerals and ores situated in, upon or under the above described tract of land, together with the right of the proprietor of a vein or lode to extract his ore therefrom should the same be found to penetrate or intersect the premises and the right of ingress and egress for the use of said rights, along with any other rights in connection with or relative to the mining, removal or sale of the same (but not including the right to enter upon the surface of the premises).
14. Terms and Conditions of that certain Agreement  
Recorded: 4/10/1986  
Entry No.: 965611  
Book/Page: 1488 / 1359
15. Terms and Conditions of that certain Petition to Weber Basin Water Conservancy District for the Allotment of Water  
Recorded: 1/3/2006  
Entry No.: 2152454
16. Terms and Conditions of that certain Resolution No. 23-2005  
Recorded: 1/24/2006  
Entry No.: 2156401
17. Terms and Conditions of that certain Certificate of Creation from the Northern Utah Environmental Resource Agency ("NUERA")  
Recorded: 1/20/2015  
Entry No.: 2718461
18. NOTE: No existing Deed of Trust appears of record under the current owner(s). If this information is not correct, please notify the Company as soon as possible to provide information regarding the existing loan.
19. Obtain a copy of the Articles of Incorporation for B & H Investment Properties, L.L.C. and Rockwell Development Group.
20. The rights of parties in possession of the subject property under unrecorded leases, contracts, rental or occupancy agreements and any claims, rights or interests arising thereunder.

NOTE: A search of the Federal and State judgment records revealed no unpaid judgments, tax liens or open bankruptcies in the past eight years (except as noted) against:

B & H Investment Properties, L.L.C.

Rockwell Development Group

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NOTE: According to the public record there have been no deeds conveying the land described herein within a period of 24 months prior to the date of the report except as follows:

NONE.

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*ALTA Plain Language Commitment (6-17-06)  
Schedule B - Section II*

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