

COMMITMENT FOR TITLE INSURANCE
Issued by
COMMONWEALTH LAND TITLE INSURANCE 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 EXTRACONTRACTUAL 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, Commonwealth Land Title Insurance Company, a Florida 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 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.



Authorized Countersignature

Cottonwood Title Insurance Agency, Inc.
Salt Lake City, Utah
File No.: 139838-CAF

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By:



President

ATTEST



Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. 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.

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; [and]
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature 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.
- (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,

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COMMITMENT CONDITIONS
(continued)

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>.

COTTONWOOD TITLE INSURANCE AGENCY, INC. PRIVACY POLICY

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about a consumer with a nonaffiliated third party unless the institution provides the consumer with a notice of its privacy policies and practices, such as the type of information that it collects about the consumer and the categories of persons or entities to whom it may be disclosed.

In compliance with the GLBA, we do not share nonpublic personal information about a consumer with a nonaffiliated third party, unless allowed or required by law.

In compliance with the GLBA, our privacy practices regarding nonpublic personal financial information of consumers and customers (as defined by GLBA) are as follows, subject to any exceptions as permitted by law.

- We protect nonpublic personal information of customers and consumers.
- We allow access on a need to know basis only. Only title company personnel who need to know can access nonpublic personal information. Examples may include bookkeepers, title examiners, title underwriter personnel, auditors, closers and their assistants, management, scanning personnel, and claims related investigation personnel, and including but not limited to retained counsel.
- We allow customers and consumers to review their nonpublic personal information that we have collected, and we allow them to provide us with requests for amendment or deletion of such information, to which we will reasonably respond.
- We require consent from a proper party to the transaction to provide nonpublic personal information relating to that transaction. On closed files, we require a written instruction by a party.
- We have implemented a security procedure for protection of nonpublic personal information: We allow only authorized personnel to review the information, and we keep closed files in secure storage, with limited access, or we store the files on computer with limited password access.
- We generally do not keep copies of credit reports, loan applications, and tax returns on consumers and customers.
- We don't share copies of owner's policies of customers on residential transactions, unless at the request of the insured owner.
- If we share starter title information, we don't share nonpublic personal information, such as sales price (unless it is public information), policy numbers, or the amount of insurance on owner's policies issued to customers.
- We don't share nonpublic personal information, such as social security numbers, shown on affidavits of identity.
- We periodically inform our personnel about our policy.
- We don't share nonpublic personal information with independent contractors, unless there is a need to process the transaction as allowed by law, and the contractors agree in writing not to further share the information.

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We will use our best efforts to train and oversee our employees and authorized contractors to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with Federal regulations to guard your nonpublic personal information.

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**2nd Amended
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

1. Commitment Date: May 11, 2021 at 7:30AM
2. Policy (or Policies) to be issued:

	Policy Amount	Premium
(a) Owner's Policy Proposed Insured: CW Land Co., LLC, a Utah limited liability company	\$3,113,970.00	
(b) Loan Policy (ALTA Loan Policy (06/17/06)) Proposed Insured: A natural person or legal entity to be determined	\$1,000.00	\$240.00
(c) Endorsements:		
3. The estate or interest in the Land described or referred to in this Commitment and covered herein is Fee Simple.
4. Title to the estate or interest in the Land is at the Commitment Date vested in:
[Ralph H. Hansen and Helen S. Hansen, as co-Trustees of The Ralph H. Hansen and Helen S. Hansen Living Trust, U/A dated April 29, 2017](#)
5. The Land referred to in this Commitment is situated in the County of Weber, State of Utah, and is described as follows:

See Exhibit A attached hereto

NOTE: Parcel Identification Numbers: 21-009-0002, 21-005-0049, 21-005-0048, 21-005-0050, 21-009-0001 and 21-009-0003 (for reference purposes only)

The Land described herein also known by the street address of:

No Address Assigned
Huntsville, UT 84317

Cort Ashton
Commercial Escrow Officer

1996 East 6400 South, Suite 120, Salt Lake City, UT 84121

Office: 801 277 9999 | Direct: 801 424 6415 | Email: cort@cottonwoodtitle.com

Cottonwood Title Insurance Agency, Inc. Utah State License Number: **92856**

Cort Ashton Utah State License Number: **UT 86794**



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**SCHEDULE B
PART I - REQUIREMENTS**

All of the following requirements must be met:

- A. 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.
- B. Pay the agreed amount for the estate or interest to be insured.
- C. Pay the premiums, fees, and charges for the Policy to the Company. In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$125.00.
- D. 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.
- E. Any additional documentation requested by Cottonwood Title Insurance Agency, Inc. and/or Commonwealth Land Title Insurance Company, its underwriter.

NOTICE TO APPLICANT

The company requires that the following additional requirements be complied with:

- 1. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's policy shall be issued for not less than (1) the amount of the current sales price of the Land and any existing improvements appurtenant thereto, or (2) if no sale is to be made, the amount equal to the value of the Land and any existing improvements at the time of issuance of the policy. A Loan policy shall be for not less than (a) the full principal amount of the indebtedness secured by the insured mortgage and may include up to 20% in excess thereof to cover foreclosure costs, etc., or (b) if the indebtedness is secured by other collateral, then for not less than the unencumbered value of the Land or the amount of the loan, whichever is the lesser. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
- 2. Provide Insurer with a copy of the Declaration of Trust/Trust Agreement for The Ralph H. Hansen and Helen S. Hansen Living Trust, U/A dated April 29, 2017 together with all amendments thereto.
- 3. Warranty Deed from Ralph H. Hansen and Helen S. Hansen, as co-Trustees of The Ralph H. Hansen and Helen S. Hansen Living Trust, U/A dated April 29, 2017 vesting fee simple title in CW Land Co., LLC, a Utah limited liability company.
- 4. Mortgage or Deed of Trust from CW Land Co., LLC, a Utah limited liability company to secure your loan.
- 5. Payment of all roll-back taxes in the event of withdrawal or disqualification from the Farmland Assessment Act shown herein as Exception No(s). 22 through 24, and 30.
- 6. An inspection of the State Construction Registry reveals that construction has commenced. Should further inspection reveal additional preliminary notices or notices of retention filed prior to the closing of the contemplated transaction, further requirements or exceptions may be added. In order to provide the coverage requested, the Company requires a lien waiver from the following Claimant(s):
 - a. CMT Engineering Laboratories on March 18, 2021 as Entry No. 8544135

**SCHEDULE B
PART II - EXCEPTIONS**

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:

NOTE: Exceptions 1-8 will be eliminated in an ALTA Extended Lender's Policy

1. Taxes or assessments that 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.
2. Any facts, rights, interests, or claims which are not shown by the Public Records but that could be ascertained by inspection of the Land or that may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
4. 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.
5. 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, whether or not the matters excepted under a), b), or c) are shown by the Public Records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. 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.
8. 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.
9. Taxes for the year 2021 are accruing as a lien not yet due and payable under Parcel No. 21-009-0002. Taxes for the year 2020 have been paid in the amount of \$156.16 under Parcel No. 21-009-0002. (affects Parcel 1)
10. Taxes for the year 2021 are accruing as a lien not yet due and payable under previous Parcel No. 21-005-0008. Taxes for the year 2020 have been paid in the amount of \$20.95 under previous Parcel No. 21-005-0008. (affects Parcel 2)

NOTE: Taxes for the year 2022 will be assessed under Parcel No. 21-005-0049.

11. Taxes for the year 2021 are accruing as a lien not yet due and payable under Parcel No. 21-005-0048. Taxes for the year 2020 have been paid with other land. (affects Parcel 3)

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SCHEDULE B
PART II - EXCEPTIONS
(Continued)

12. Taxes for the year 2021 are accruing as a lien not yet due and payable under previous Parcel No. 21-005-0046. Taxes for the year 2020 have been paid in the amount of \$82.98 under previous Parcel No. 21-005-0046. (affects Parcel 4)
- NOTE: Taxes for the year 2022 will be assessed under Parcel No. 21-005-0050.
13. Taxes for the year 2021 are accruing as a lien not yet due and payable under Parcel No. 21-009-0001. Taxes for the year 2020 have been paid in the amount of \$36.66 under Parcel No. 21-009-0001. (affects Parcel 5)
14. Taxes for the year 2021 are accruing as a lien not yet due and payable under Parcel No. 21-009-0003. Taxes for the year 2020 have been paid in the amount of \$41.48 under Parcel No. 21-009-0003. (affects Parcel 6)
15. The herein described Land is located within the boundaries of Weber County, Weber Basin Water Conservancy District, Weber County Mosquito Abatement District, Weber Fire District, Ogden Valley Park Service Area, Weber Area Dispatch 911 and Emergency Services District, Weber Fire District Bond, and is subject to any and all charges and assessments levied thereunder.
16. 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 herein. 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.
17. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.
18. The effects, if any, of easements and rights-of-way for existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipelines and power, telephone, sewer, gas or water lines, which may be ascertained by an inspection or survey of the subject Land.
19. Any easements and/or rights-of-way for the water distribution system and appurtenances of the Mountain Canal Irrigation Association and/or parties claiming by, through or under it, as the same may be found to intersect the Land, as disclosed by various instruments of record, including that certain Easement To Use Distribution System recorded May 17, 1996 as Entry No. [1406855](#) in Book 1806 at Page 2974.
20. Resolution No. 27-2012 Confirming the Tax to be Levied for Municipal Services Provided to the Unincorporated Area of Weber County, dated December 11, 2012 and recorded December 13, 2012 as Entry No. [2610456](#).
21. Affidavit Establishing the Ogden Valley Transmitter/Recreation Special Service District, dated March 9, 2015 and recorded March 9, 2015 as Entry No. [2725109](#).
22. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded November 13, 2017 as Entry No. [2889571](#).
23. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded July 10, 2018 as Entry No. [2929975](#). (affects Parcel 4 and other land)

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SCHEDULE B
PART II - EXCEPTIONS
(Continued)

24. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded August 31, 2020 as Entry No. [3081039](#). (affects Parcel 3)
25. Intentionally deleted by Title Company.
26. Notwithstanding the covered risks and insuring clauses as set forth in the policy or any assumption there exists a valid and subsisting right-of-way for access over and across an adjoining land for that purpose, the Company does not insure against loss or damage by reason of a lack of access to and from the Land to a dedicated public road, street or highway. (affects Parcels 2, 3 and 5)
27. Rights of tenant(s) in the Land, if any, and rights of all parties claiming by, through or under said tenant(s).
28. Notwithstanding those items described herein-above, the Land is also subject to any additional discrepancies, conflicts in the boundary lines, shortage in area, encroachments, or any other facts which an ALTA/NSPS Survey, (made in accordance with the current Minimum Standard Detail Requirements for Land Title Surveys jointly established and adopted by (ALTA) American Land Title Association and (NSPS) National Society of Professional Surveyors) may disclose.
29. Petition to Weber Basin Water Conservancy District for the Allotment of Water recorded March 16, 2021 as Entry No. [3135059](#). (affects Parcel 4)
30. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded April 29, 2021 as Entry No. [3148809](#). (affects Parcel 2)
31. 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.

NOTE: Except as shown in Schedule B, Part II above, examination of the Public Records for the following name(s) discloses no judgments or other matters that, in the opinion of the Company, would constitute liens against the Land:

CW Land Co., LLC, a Utah limited liability company

The Ralph H. Hansen and Helen S. Hansen Living Trust, U/A dated April 29, 2017

Your order has been assigned to CORT ASHTON for a full service escrow. For questions concerning the escrow, please contact Cottonwood Title Insurance Agency, Inc. at 801 277 9999.

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

NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

**EXHIBIT A
LEGAL DESCRIPTION**

PARCEL 1:

PART OF THE NORTHEAST QUARTER AND PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT NORTHEAST CORNER OF NORTHWEST QUARTER OF SECTION 7; THENCE SOUTH 88°51' WEST 8.26 CHAINS; THENCE SOUTH 30' EAST 6.95 CHAINS; THENCE SOUTH 88°34' WEST 10 CHAINS; THENCE SOUTH 10' EAST 10.3 CHAINS; THENCE NORTH 88°34' EAST 20.13 CHAINS; THENCE SOUTH 21°10' WEST 3.12 CHAINS; THENCE NORTH 88°51' EAST 1.13 CHAINS; THENCE NORTH 37° EAST 3.05 CHAINS; THENCE NORTH 2°5' WEST 17.68 CHAINS; THENCE SOUTH 88°51' WEST 3.2 CHAINS TO BEGINNING.

PARCEL 2:

PARCEL OF LAND LYING AND SITUATE IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, COMPRISING THE REMAINING 32.60 ACRES OF WEBER COUNTY TAX PARCEL 21-005-0046 BASIS OF BEARING FOR SUBJECT PARCEL BEING NORTH 89°55'06" WEST 1457.00 FEET (MEASURED) BETWEEN THE WEBER COUNTY BRASS CAP WITNESS MONUMENT IN THE INTERSECTION OF 7900 EAST STREET AND STOKER LANE AND THE WEBER COUNTY BRASS CAP MONUMENT WITNESSING THE SOUTH QUARTER CORNER OF SAID SECTION 6, SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 6, THENCE SOUTH 88°55'58" WEST 545.12 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE NORTH 00°09'08" WEST 228.76 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS356548"; THENCE NORTH 88°41'52" EAST 551.93 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE NORTH 01°31'28" EAST 1099.58 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE NORTH 88°53'36" EAST 508.79 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE SOUTH 01°06'24" EAST 311.50 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE NORTH 88°39'34" EAST 1295.30 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE SOUTH 31°05'21" WEST 370.38 FEET; THENCE SOUTH 01°20'55" EAST 26.08 FEET; THENCE SOUTH 88°41'52" WEST 335.75 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE SOUTH 00°56'35" EAST 124.18 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE SOUTH 89°03'25" WEST 205.16 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS356548"; THENCE SOUTH 13°05'00" EAST 127.19 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE SOUTH 57°33'12" WEST 301.48 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE SOUTH 58°07'38" WEST 374.39 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE NORTH 29°46'16" WEST 260.00 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE SOUTH 72°25'12" WEST 259.47 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE SOUTH 03°52'10" EAST 240.34 FEET; THENCE SOUTH 88°41'52" WEST 211.92 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; RUNNING THENCE EAST 1320 FEET, MORE OR LESS, TO NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG EAST LINE OF SAID QUARTER SECTION TO A POINT 3.5 CHAINS NORTH OF THE SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 88°51' WEST 8.26 CHAINS; THENCE SOUTH 3.5 CHAINS; THENCE WEST 10.11 CHAINS; THENCE NORTH 0°9' WEST 16.55 CHAINS; THENCE SOUTH 88°55' WEST 1.51 CHAINS; THENCE SOUTH

**EXHIBIT A
LEGAL DESCRIPTION
(Continued)**

68°8' WEST 2.695 CHAINS; THENCE NORTH 2°8' WEST 4.06 CHAINS; THENCE NORTH 81°39' EAST 2.66 CHAINS TO THE PLACE OF BEGINNING.

LESS AND EXCEPTING A PARCEL OF LAND LYING AND SITUATE IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN. COMPRISING 17.00 ACRES BY ADJUSTING TAX PARCEL 21-005-0009. BASE OF BEARING FOR SUBJECT PARCEL BEING NORTH 89°55'06" WEST 1457.00 FEET (MEASURED BETWEEN THE WEBER COUNTY BRASS CAP WITNESS MONUMENT IN THE INTERSECTION OF 7900 EAST STREET AND STOKER LANE AND THE WEBER COUNTY BRASS CAP MONUMENT WITNESSING THE SOUTH QUARTER CORNER OF SAID SECTION 6, SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEBER COUNTY SURVEYOR'S BRASS CAP WITNESS MONUMENT TO THE SOUTH QUARTER CORNER OF SAID SECTION 6; THENCE NORTH 89°46'57" WEST 210.80 FEET TO THE PURPORTED SOUTH QUARTER CORNER OF SAID SECTION 6; THENCE NORTH 01°31'28" EAST 1330.82 FEET COINCIDENT WITH THE CENTER QUARTER SECTION LINE AS CURRENTLY MONUMENTED AND DEFINED BY THE WEBER COUNTY SURVEYOR TO THE C-S 1/16TH CORNER; THENCE SOUTH 88°53'36" WEST 438.34 FEET TO A NUMBER FIVE BAR AND CAP STAMPED "LS 356548" AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 842.75 FEET TO A NUMBER FIVE BAR AND CAP STAMPED "LS 356548"; THENCE WEST 806.28 FEET TO A NUMBER FIVE BAR AND CAP STAMPED "LS 356548"; THENCE NORTH 00°43'44" WEST 362.81 FEET TO A NUMBER FIVE BAR AND CAP STAMPED "LS 356548"; THENCE NORTH 00°44'53" EAST 267.58 FEET TO A NUMBER FIVE BAR AND CAP STAMPED "LS 356548"; THENCE SOUTH 68°12'29" WEST 284.69 FEET TO A NUMBER FIVE BAR AND CAP STAMPED "LS 356548"; THENCE NORTH 03°24'27" WEST 274.15 FEET TO A NUMBER FIVE BAR AND CAP STAMPED "LS 356548"; THENCE NORTH 82°33'04" EAST 212.02 FEET TO A NUMBER FIVE BAR AND CAP STAMPED "LS 356548"; THENCE NORTH 88°53'36" EAST 877.98 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

PARCEL OF LAND LYING AND SITUATE IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, COMPRISING THE 3.16 ACRES OF WEBER COUNTY TAX PARCEL 21-005-0006 AND A 0.42 ACRE PORTION OF WEBER COUNTY TAX PARCEL 21-005-0046, BASIS OF BEARING FOR SUBJECT PARCEL BEING NORTH 89°55'06" WEST 1457.00 FEET (MEASURED) BETWEEN THE WEBER COUNTY BRASS CAP WITNESS MONUMENT IN THE INTERSECTION OF 7900 EAST STREET AND STOKER LANE AND THE WEBER COUNTY BRASS CAP MONUMENT WITNESSING THE SOUTH QUARTER CORNER OF SAID SECTION 6. SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEBER COUNTY SURVEYORS BRASS CAP CENTER LINE MONUMENT AT THE INTERSECTION OF 7800 EAST STREET AND STOKER LANE, THENCE NORTH 01°27'40" WEST 319.11 FEET COINCIDENT WITH THE CENTERLINE OF SAID 7800 EAST STREET TO THE TRUE POINT OF BEGINNING; THENCE THE FOLLOWING THREE (3) COURSES COINCIDENT WITH THE PERIMETER OF POVERTY FLATS SUBDIVISION (BOOK 45 PAGE 028 OF WEBER COUNTY RECORDS), 1) SOUTH 89°03'25" WEST 334.48 FEET; 2) SOUTH 57°26'55" WEST 192.55 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "LANDMARK"; 3) NORTH 25°05'52" WEST 203.76 FEET; THENCE NORTH 57°33'16" EAST 78.21 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS356548"; THENCE NORTH 13°05'00" WEST 127.19 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE NORTH 89°03'25" EAST 205.16 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE SOUTH 00°56'35" EAST 26.00 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE NORTH 89°03'25" EAST 334.71 FEET TO THE CENTERLINE OF SAID 7800 EAST STREET; THENCE SOUTH 01°27'40" EAST 224.22 FEET COINCIDENT WITH SAID CENTERLINE TO THE POINT OF BEGINNING.

**EXHIBIT A
LEGAL DESCRIPTION
(Continued)**

PARCEL 5:

PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING SOUTH 88°51' WEST 8.26 CHAINS OF THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 88°51' WEST 10.06 CHAINS; THENCE SOUTH 01°14' EAST 7 CHAINS; THENCE NORTH 88°34' EAST 10 CHAINS; THENCE NORTH 30' WEST 6.95 CHAINS TO THE BEGINNING.

PARCEL 6:

PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 26.05 CHAINS NORTH 88°51' EAST AND 17.26 CHAINS SOUTH 01°04' EAST FROM THE NORTHWEST CORNER OF SAID QUARTER SECTION AND RUNNING THENCE NORTH 88°43' EAST 3.66 CHAINS; THENCE NORTH 88°25' EAST 10.18 CHAINS; THENCE SOUTH 21°10' WEST 3.12 CHAINS; THENCE SOUTH 88°51' WEST 0.88 CHAINS; THENCE SOUTH 3.45 CHAINS; THENCE SOUTH 71° WEST 6.40 CHAINS; THENCE SOUTH 74°36' WEST 6.74 CHAINS; THENCE NORTH 2.51 CHAINS; THENCE NORTH 74°46' EAST 2.22 CHAINS; THENCE NORTH 11°27' WEST 7.10 CHAINS TO THE PLACE OF BEGINNING.