

**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.

 <p>METRO NATIONAL TITLE</p> <p>By:  Authorized Signatory</p>	<p>COMMONWEALTH LAND TITLE INSURANCE COMPANY</p> <p>By: </p> <p>ATTEST  Secretary</p>
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Transaction Identification Data for reference only:Issuing Agent: **Metro National Title**Issuing Office: **345 East Broadway, Salt Lake City, UT 84111**

Loan ID Number:

Commitment Number:

Issuing Office File Number: **89275**Property Address: **20-003-0003, Eden, TX 84310**

Revision Number:

SCHEDULE A

1. Commitment Date: **October 7, 2021 at 7:45 AM**
2. Policy to be issued:
 - (a) 2006 ALTA Owner's Policy
Proposed Insured: **Title Only - For County Plat Approval and OSPREY RANCH PHASE 1**
Proposed Policy Amount:
Owner's Policy: **\$0.00**
 - (b) 2006 ALTA Loan Policy (Extended)
Proposed Insured:
Proposed Policy Amount:
Lender's Policy: **\$0.00**
Endorsements:
Endorsement Premium(s): **\$0.00**
 - (c) 2006 ALTA Leasehold Policy
Proposed Insured:
3. The estate or interest in the Land described or referred to in this Commitment is **FEE SIMPLE as to Parcel 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 and an Easement Interest as to Parcel 11A**
4. Title to the estate or interest in the Land is at the Commitment Date vested in:

Osprey Ranch LLC, a Utah limited liability company
5. The land referred to in this Commitment is in the State of Utah, County of Weber and is described as follows:

See attached Exhibit "A"

Exhibit "A"**Parcel 1: (20-003-0003)**

Part of the North 1/2 of the Northwest 1/4 of Section 3, Township 6 North, Range 1 East, Salt Lake Meridian, U.S. Survey:

Beginning at the Northwest corner of said Section 3, and running thence East 1555.3 feet to a point on the Quarter Section line 1084.7 feet North 89°48' West from the Northeast corner of said Northwest Quarter Section; thence South 25°59' East 648.7 feet along the enlarged Pineview Reservoir; thence South 37°20' East 924.8 feet along said line to the South line of the North 1/2 of said Quarter Section; thence West to the West line of said 1/4 Section; thence North 1320 feet to the place of beginning.

PARCEL 2: (20-003-0005)

Part of Section 3, Township 6 North, Range 1 East, Salt Lake Meridian, U.S. Survey:

Beginning at the Northeast Corner of the Southwest Quarter of said Section 3, and running thence West 2640 feet to the West line of said Section 3; thence North 1320 feet; thence East 2410 feet, more or less, to a point 2869.2 feet West of the East line of said Section 3; thence South 37°20' East 739.4 feet; thence South 19°33' East 742.8 feet to a point East of the point of beginning; thence West 452 feet, more or less, to the point of beginning.

PARCEL 3: (20-004-0001)

The Northeast Quarter of the Northeast Quarter of Section 4, Township 6 North, Range 1 East, Salt Lake Meridian, U.S. Survey.

PARCEL 4: (20-004-0002)

The Southeast Quarter of the Northeast Quarter of Section 4, Township 6 North, Range 1 East, Salt Lake Meridian, U.S. Survey.

Parcel 5: (22-040-0006)

Part of the Southeast Quarter of Section 33, Township 7 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning 2.5 rods North of the Southeast corner of the Southwest Quarter of the Southeast Quarter Section; thence North 77.5 rods; thence West 40 rods; thence South 77.5 rods; thence East 40 rods to the point of beginning.

Parcel 6: (22-040-0014)

Part of the Southeast Quarter of Section 33, Township 7 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey described as follows to-wit:

Beginning 116.14 feet West of the Southeast Corner of said Section 33; running thence West 1203.86 feet; thence North 1320 feet; thence East 1320 feet; thence South 668.47 feet; thence North 70°18'32" West 106.05 feet; thence South 09°54'08" West 178.55 feet; thence South 05°26'30" East 152.07 feet; thence South 360.0 feet to the point of beginning.

Parcel 7: (22-048-0002)

Part of the Southeast Quarter of the Southwest Quarter of Section 34, Township 7 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey described as follows to-wit:

Beginning at a point 330 feet North of the Southwest corner of said Southeast Quarter of the Southwest Quarter; running thence East 143.0 feet; thence North 30°29'36" West 281.90 feet to the West line of said Southeast Quarter of the Southwest Quarter; thence South 242.90 feet to the point of beginning.

Parcel 8: (22-048-0003)

Part of the Southwest Quarter of Section 34, Township 7 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point 330 feet North of the Southeast Corner of Southwest Quarter of said Southwest Quarter of Section 34, and running thence North 242.90 feet, thence North 30°29'36" West 867.10 feet to the North line of the Southwest Quarter of the Southwest Quarter thence West 125 feet; thence South 23°58'38" East 534.91 feet; thence South 58°23'06" West 61.53 feet; thence South 0°10'40" East 169.60 feet; thence South 89°49'20" West 41.46 feet; thence North 46°34'27" West 317.06 feet, more or less, thence South 510 feet, more or less, thence East 11.50 feet thence North 70 feet, thence East 450 feet, to road thence Southeasterly and Easterly along road 5 courses as follows: South 40°45' East 150 feet, thence South 52°30' East 50 feet, thence South 86°00' East 50 feet, thence North 73°35' East 100 feet, thence South 79°15' East 110 feet, more or less to State Road right-of-way, thence Northeasterly along said right-of-way 60 feet, more or less, to a point East of beginning, thence West to beginning.

Parcel 9: (22-048-0004)

Part of the South one-half (1/2) of the Southwest Quarter of Section 34, Township 7 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey described as follows to-wit:

Beginning at a point North 651.53 feet from the Southwest corner of said Section 34; running thence North 668.4 feet; thence South 89°41'34" East 419.03 feet; thence South 258.04 feet; thence South 46°34'27" East 315 feet, more or less, thence South 510 feet, more or less; thence West 239.11 feet; thence North 526 feet; thence West 242.0 feet; thence South 1°33'28" West 150.00 feet; thence South 34°28'13" West 110.0 feet; thence North 70°18'32" West 107.35 feet to the point of beginning.

Parcel 10: (22-048-0012)

Part of the Southwest Quarter of Section 34, Township 7 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey described as follows to-wit:

Beginning at a point 330 feet North and 143.00 feet East of the Southwest Corner of the Southeast Quarter of the Southwest Quarter; running thence East 40.7 feet, more or less, to Highway right-of-way; thence North 16°32' East 405.42 feet and North 27°45' East 160.20 feet along said right-of-way line; thence North 27°45' East 39.9 feet to the Southwesterly bank of the North Fork of Ogden River; thence North 36°33'06" West 248.0 feet along said River; thence Northwesterly along said River 320 feet, more or less, to the North line of said Southeast Quarter of the Southwest Quarter; thence West along the said North line 460 feet, more or less, to a point 440 feet West of the Northwest Corner of the Southeast Quarter of the Southwest Quarter; thence Southeasterly 1155 feet, more or less to the point of beginning.

Parcel 11: (22-048-0024)

Part of The Southwest Quarter of Section 34, Township 7 North, Range 1 East, Salt Lake Base and Meridian;

Beginning at a Point North 00°22'55" East 1323.82 feet along the Section Line and South 89°41'34" East 419.03 feet from the Southwest Corner of said Section 34; and running thence South 89°41'34" East 335.00 feet; thence South 23°58'38" East 534.91 feet; thence South 58°23'06" (should be 58°23'06") West 61.53 feet; thence South 00°10'40" East 169.60 feet; thence South 89°49'20" West 41.46 feet; thence North 46°34'27" West 632.06 feet; thence North 258.04 feet to the Point of Beginning.

Parcel 11A.

Together with right-of-way from State Highway U-162 to the subject property disclosed by that certain Warranty Deed recorded September 25, 1995 as Entry No. 1365342 in Book 1773 at Page 752 of Official Records..

**SCHEDULE B, PART I
Requirements**

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. None at this time.**

[Vesting Deed Image](#)

[Plat Map Image](#)

NOTE: The following names have been checked for Judgments, Federal Tax Liens and Bankruptcies and none appear of record that attach to the herein described property, except as shown herein.

Title Only - For County Plat Approval and OSPREY RANCH PHASE 1

Osprey Ranch LLC, a Utah limited liability company

Escrow Officer: at

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:

1. (a) 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; (b) proceedings by a Public agency that 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 that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, that 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.

The printed Exceptions 1 through 7 will be deleted for the ALTA Extended Loan Policy

8. The following affects Parcel 1:

Taxes for the year 2021 have been assessed in the amount of \$8.20, and are due and payable on November 1, 2021, and will be delinquent after November 30, 2021. Taxes for the year 2020 have been paid. (Tax ID No. [20-003-0003](#))

9. The following affects Parcel 2:

Taxes for the year 2021 have been assessed in the amount of \$10.60, and are due and payable on November 1, 2021, and will be delinquent after November 30, 2021. Taxes for the year 2020 have been paid. (Tax ID No. [20-003-0005](#))

10. The following affects Parcel 3:

Taxes for the year 2021 have been assessed in the amount of \$5.77, and are due and payable on November 1, 2021, and will be delinquent after November 30, 2021. Taxes for the year 2020 have been paid. (Tax ID No. [20-004-0001](#))

11. The following affects Parcel 4:

Taxes for the year 2021 have been assessed in the amount of \$5.77, and are due and payable on November 1, 2021, and will be delinquent after November 30, 2021. Taxes for the year 2020 have been paid. (Tax ID No. [20-004-0002](#))

12. The following affects Parcel 5:

Taxes for the year 2021 have been assessed in the amount of \$2,065.37, and are due and payable on November 1, 2021, and will be delinquent after November 30, 2021. Taxes for the year 2020 have been paid. (Tax ID No. [22-040-0006](#))

13. The following affects Parcel 6:

Taxes for the year 2021 have been assessed in the amount of \$5,972.42, and are due and payable on November 1, 2021, and will be delinquent after November 30, 2021. Taxes for the year 2020 have been paid. (Tax ID No. [22-040-0014](#))

14. The following affects Parcel 7:

Taxes for the year 2021 have been assessed in the amount of \$140.14, and are due and payable on November 1, 2021, and will be delinquent after November 30, 2021. Taxes for the year 2020 have been paid. (Tax ID No. [22-048-0002](#))

15. The following affects Parcel 8:

Taxes for the year 2021 have been assessed in the amount of \$1,814.88, and are due and payable on November 1, 2021, and will be delinquent after November 30, 2021. Taxes for the year 2020 have been paid. (Tax ID No. [22-048-0003](#))

16. The following affects Parcel 9:

Taxes for the year 2021 have been assessed in the amount of \$1,322.18, and are due and payable on November 1, 2021, and will be delinquent after November 30, 2021. Taxes for the year 2020 have been paid. (Tax ID No. [22-048-0004](#))

17. The following affects Parcel 10:

Taxes for the year 2021 have been assessed in the amount of \$2,157.10, and are due and payable on November 1, 2021, and will be delinquent after November 30, 2021. Taxes for the year 2020 have been paid. (Tax ID No. [22-048-0012](#))

18. The following affects Parcel 11:

Taxes for the year 2021 have been assessed in the amount of \$1,434.19, and are due and payable on November 1, 2021, and will be delinquent after November 30, 2021. Taxes for the year 2020 have been paid. (Tax ID No. [22-048-0024](#))

19. The land described herein is located within the boundaries of the Weber Basin Water Conservancy District, Weber Area Dispatch 911 and Emergency Services District, Eden Cemetery District, Ogden Valley Parks Service Area and the Weber Fire District, and is subject to any assessments levied thereby.

20. Water rights, claims or title to water, whether or not shown by the public records.

21. Resolution 27-2012

Dated: December 11, 2012

Recorded: December 13, 2012

Entry No.: [2610456](#)

A Resolution confirming the Tax to be levied for Municipal Services provided to the unincorporated Area of Weber County.

22. The right of the Assessor of Weber County to reassess the Tax Assessment on said property in accordance with Secs. 59-2-501 to 515 as disclosed by that certain Annual Application for Assessment and Taxation of Agricultural Land 1969 Farmland Assessment Act:

Dated: December 31, 1982

Recorded: December 31, 1982

Entry No.: [870826](#)

Book/Page: 1416 / 126

of Official Records.

23. The right of the Assessor of Weber County to reassess the Tax Assessment on said property in accordance with Secs. 59-2-501 to 515 as disclosed by that certain Annual Application for Assessment and Taxation of Agricultural Land 1969 Farmland Assessment Act:

Dated: August 12, 1992

Recorded: October 28, 1992

Entry No.: [1198338](#)

Book/Page: 1642 / 989

of Official Records.

24. The following affects all Parcels 1 through 4:

The right of the County Assessor to reassess the Tax Assessment on said property in accordance with Secs. 59-2-501 to 515 as disclosed by that certain Annual Application for Assessment and Taxation of Agricultural Land 1969 Farmland Assessment Act:

Dated: February 4, 1994

Recorded: February 4, 1994

Entry No.: [1273031](#)

Book/Page: 1701 / 2266

of Official Records.

25. The right of the Assessor of Weber County to reassess the Tax Assessment on said property in accordance with Secs. 59-2-501 to 515 as disclosed by that certain Annual Application for Assessment and Taxation of Agricultural Land 1969 Farmland Assessment Act:

Dated: June 14, 1995

Recorded: August 14, 1995

Entry No.: [1358295](#)

Book/Page: 1767 / 1652

of Official Records.

26. The right of the Assessor of Weber County to reassess the Tax Assessment on said property in accordance with Secs. 59-2-501 to 515 as disclosed by that certain Annual Application for Assessment and Taxation of Agricultural Land 1969 Farmland Assessment Act:

Dated: November 11, 2004

Recorded: November 12, 2004

Entry No.: [2067867](#)

of Official Records.

27. The following affects Parcels 1, 2, 3 and 4:

The right of the County Assessor to reassess the Tax Assessment on said property in accordance with Secs. 59-2-501 to 515 as disclosed by that certain Annual Application for Assessment and Taxation of Agricultural Land 1969 Farmland Assessment Act:

Dated: May 27, 2021

Recorded: June 4, 2021

Entry No.: [3158570](#)

of Official Records.

28. The following affects all Parcels 1 through 4:

Slope Easement, and the terms and conditions thereof:

Grantor: Earl B. Jensen, etal

Grantee: State Road Commission of Utah

Recorded: December 27, 1956

Entry No.: [267643](#)

29. The following affects all Parcels 1 through 4:

Easement, and the terms and conditions thereof:

Grantor: Earl C. Christensen and Lenna H. Christensen

Grantee: Utah Power & Light Company

Purpose: A perpetual easement and right of way for the erection, operation and continued maintenance, repair, alteration and replacement of the electric transmission distribution and telephone circuits of the Grantee and 4 guy anchors and 8 poles, with the necessary guys, stubs, crossarms, braces and other attachments affixed thereto.

Recorded: November 25, 1970

Entry No.: [543166](#)

Book/Page: 954 / 685

30. The following affects Parcel 5:

Right of Way, and the terms and conditions thereof.
Over and across: the South 2.5 rods of said property.
Disclosed by: Warranty Deed
Recorded: May 21, 1982
Entry No.: [857789](#)
Book / Page: 1403 / 529

and in that certain Quit Claim Deed
Recorded: May 31, 1991
Entry No: [1141504](#)
Book/Page: 1600/2359

31. The following effects Parcel 10:

Contract Agreement, including the terms and conditions thereof:
Between: Weber Basin Water Conservancy District
And: Wayne L. Shreeve and Colleen Shreeve, husband and wife, J. L. Verner and Betty S. Verner, husband and wife, Martha Totzke and Henry A. Totzke, (husband and wife), and E.C. Rollins
Dated: May 24, 1974
Recorded: January 7, 1975
Entry No.: [629779](#)
Book/Page: 1074 / 688
Providing: For the repayment of certain costs of the works of Weber Basin Project, hereinafter referred to as the Project by means of which water is and will be made available for use for irrigation, municipal and miscellaneous purposes and related matters.

32. The following effects Parcel 6:

Petition Agreement, including the terms and conditions thereof:
Between: Henry A. Totzke aka Henry A. Totske and Colleen M. Shreeve
And: Weber Basin Water Conservancy District
Dated: November 25, 1987
Recorded: February 19, 1988
Entry No.: [1038583](#)
Book/Page: 1534 / 1620
Providing: For the repayment and to pay an additional amount annually of certain costs of the works of Weber Basin Project, hereinafter referred to as the Project by means of which water is and will be made available for use for irrigation, municipal and miscellaneous purposes and related matters and to pay an additional amount annually

33. The following effects Parcel 7, 8 and 10:

Pole Line Easement, and the terms and conditions thereof:
Grantor: C. A. Ferrin and Leslie Olsen and Lucile N. Ferrin and Jessie Olsen
Grantee: Utah Power & Light Company
Purpose: A perpetual easement and right of way for the erection, operation and continued maintenance, repair, alteration and replacement of the electric transmission distribution and telephone circuits of the Grantee and 5 guy anchors and 8 poles, with the necessary guys, stubs,

crossarms, braces and other attachments affixed thereto.

Recorded: June 21, 1957

Entry No.: [277235](#)

Book/Page: 550 / 508

Area Affected: Beginning at the South boundary fence of the Grantor's land at a point 1198 feet West, more or less, from the South one quarter corner of Section 34, Township 7 North, Range 1 East, Salt Lake Base and Meridian; thence North 35 deg. 23' West 24 feet; thence North 4 deg. 43' East 793 feet; thence North 52 deg. 23' East 2040 feet to the North boundary fence of said land and being in the East one-half (1/2) of the Southwest quarter and the Northwest quarter of the Southeast quarter of said Section 34.

34. The following effects Parcel 10:

Easement, and the terms and conditions thereof:

Grantor: Henry A. Totzke aka Henry A. Totske and Martha Totzke, his wife, J. L. Verner and Betty Verner, his wife, E. C. Rollins, a single man, and Colleen M. Shreeve, a woman

Grantee: W. James Gardner and Betty S. Gardner, his wife

Purpose: A permanent, perpetual easement and right of way to be used in common by Grantors, Grantees, and their respective successors and assigns for roadway and public utility purposes

Recorded: February 22, 1974

Entry No.: [609895](#)

Book/Page: 1046 / 488

Area Affected: A part of the Southwest quarter of Section 34, Township 7 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey described as follows to-wit: Beginning at a point East 1555.3 feet, more or less, to the West right of way line of State Highway U-162 and along said right of way line North 9 deg. 52' West 299.7 feet; thence North 16 deg. 32' East 443.3 feet and North 27 deg. 45' East 43.5 feet from the Southwest corner of the Southwest quarter of said Section 34; thence North 40 deg. 15' 30" West 820.20 feet to an existing fence; thence East 78.63 feet; thence South 40 deg. 15' 30" East 745.16 feet to the West right of way line of said Highway; thence South 27 deg. 45' West 64.71 feet to the point of beginning.

35. The following effects Parcel 7, 8 and 10:

Right-of-Way Easement, and the terms and conditions thereof:

Grantor: E. C. Rollins and Wayne Shreeve

Grantee: Mountain States Telephone and Telegraph Company

Purpose: A right-of-way and easement and the right to construct, operate, maintain and remove such communication and other facilities, from time to time, as said Grantee may require upon, over, under and across the property.

Recorded: July 18, 1974

Entry No.: [619455](#)

Book/Page: 1059 / 430

Area Affected: A five (5) foot easement being 2.5 feet on each side of buried telephone facilities per attached Exhibit "A" over the following described property, beginning 880 feet East of the Northwest corner of the Southwest quarter of the Southwest quarter of Section 34, Township 7 North, Range 1 East, Salt Lake Base and Meridian, U. S. Survey; running thence East 460 feet; thence Southeasterly 620 feet, more or less; thence Southwesterly along the West side of State Highway U-162 510 feet, more or less; thence West 40.7 feet; thence North 30 deg. 29'36" West 1155 feet to the point of beginning.

36. The following effects Parcel 10:

Easement, and the terms and conditions thereof:

Grantor: Colleen M. Shreeve and Henry A. Totzke

Grantee: Colleen M. Shreeve, Henry A. Totzke, Betty S. Gardner, C.M. Shreeve, and G.W. Shreeve

Purpose: A perpetual right of way for ingress and egress

Recorded: May 9, 1994

Entry No.: [1290601](#)

Book/Page: 1714 / 2960

Area Affected: A part of the Southwest quarter of Section 34, Township 7 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey described as follows to-wit: Beginning at a point on an existing fence line East 1555.3 feet, more or less, to the West right of way line of State Highway U-162 and along said right of way line North 9 deg. 52' West 299.7 feet and North 16 deg. 32' East 443.3 feet and North 27 deg. 45' East 43.5 feet and North 40 deg. 15' 30" West 820.20 feet from the Southwest corner of the Southwest quarter of said Section 34; running thence East 78.63 feet; thence Northwesterly 1135 feet, more or less, to a point described as being South 265 feet and East 850 feet from the Northwest corner of the Southwest quarter of said Section 34; thence West 78.63 feet; thence Southeasterly 1135 feet, more or less to the point of beginning.

37. The following effects Parcel 6:

Reservations in favor of the Grantor:

Grantor: Albert J. Carver, a widower and Hyrum S. Carver, a widower

Dated: September 11, 1950

Recorded: September 14, 1950

Entry No.: [169091](#)

Book/Page: 347 / 426

Reserving: The right to construct a watering trough at or near said spring and divert sufficient water therefrom to enable Grantors or their successors to use the same for the watering of their livestock from a gully extending along the North side of said land.

38. Affidavit of the Ogden Valley Transmitter/Recreation Special Service District, including the terms and conditions thereof:

Dated: March 9, 2015

Recorded: March 9, 2015

Entry No.: [2725109](#)

39. Joint Resolution of Ogden Valley Parks Service Area (Resolution 4) and Eden Park Service District (Resolution 3) approving an adjustment of The Service Areas' Common Boundary, and the terms and conditions thereof.

Recorded: November 9, 2017

Entry No.: [2889196](#)

40. The following affects Parcel 10:

Petition to Weber Basin Water Conservancy District for the Allotment of Water, including the

terms and conditions thereof:

Between: The Becky M. Shreeve Revocable Trust, The Revocable Living Trust of Henry Albert Totzke Jr., Greg W. Shreeve, Jodi S. Riley, Chad Shreeve and Staci Weller

And: Weber Basin Water Conservancy District

Dated: March 13, 2018

Recorded: March 13, 2018

Entry No.: [2909552](#)

41. The following affects Parcel 6:

Petition to Weber Basin Water Conservancy District for the Allotment of Water, including the terms and conditions thereof:

Between: The Becky M. Shreeve Revocable Trust, The Revocable Living Trust of Henry Albert Totzke Jr., Greg W. Shreeve, Jodi S. Riley, Chad Shreeve and Staci Weller

And: Weber Basin Water Conservancy District

Dated: March 13, 2018

Recorded: March 13, 2018

Entry No.: [2909553](#)

42. The following affects Parcel 11:

Petition to Weber Basin Water Conservancy District for the Allotment of Water, including the terms and conditions thereof:

Between: Greg W. Shreeve and Susan B. Shreeve

And: Weber Basin Water Conservancy District

Dated: August 26, 1996

Recorded: March 5, 1998

Entry No.: [1526099](#)

Book/Page: 1912 / 619

43. Any rights, interests or easements in favor of the State of Utah, the United States of America, or the public which exist or are claimed to exist in and over the waters, bed and banks of Ogden River.

44. That portion of the property, if any, included within the description to be insured herein, which was acquired, or may hereafter be acquired by virtue of avulsion or the artificial alteration of the course of a stream or river, or lands that may have been lost by sudden artificial alteration in the course of a stream or river prior to the issue date of this document; and any adverse claim based on the assertion that the bed of a river or stream has changed location as a result of other than natural causes.

45. The following affects all Parcels 1 through 4:

Vested and accrued rights to ditches and reservations used in connection therewith and any and all oil, gas, mining and mineral rights, 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, as set forth in that certain Patent recorded April 10, 1886 in [Book 27 at Page 204](#) of Official Records.

46. The following affects Parcel 5:

Any and all outstanding oil, gas, mining and mineral rights, etc., situated in, upon or under the subject Land, including the right of the proprietor of a vein or lode to extract the same therefrom should it be found to penetrate or intersect the premises, and the right of ingress and egress for the use of said rights.

47. The following affects Parcel 5:

Notwithstanding the covered risks or the insuring clauses as set forth in the policy, 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.

48. Subject to the rights of parties in possession of the subject property under unrecorded leases, rental or occupancy agreements and any claims thereunder.

49. A Deed of Trust, with Assignment of Rents and the terms and conditions thereof:

Stated Amount: \$3,696,251.59

Trustor: Osprey Ranch, LLC, a Utah limited liability company

Trustee: Metro National Title

Beneficiary: Yellowstone Pioneer Enterprises, LLC, Series 6, a Delaware limited liability company

Dated: April 9, 2021

Recorded: April 12, 2021

Entry No.: [3143652](#)

50. A Deed of Trust, with Assignment of Rents, and the terms and conditions thereof:

Stated Amount: \$54,445.34

Trustor: Osprey Ranch, LLC, a Utah limited liability company

Trustee: Metro National Title

Beneficiary: Yellowstone Pioneer Enterprises, LLC, Series 6, a Delaware limited liability company

Dated: April 9, 2021

Recorded: April 16, 2021

Entry No.: [3145303](#)

51. A Deed of Trust, with Assignment of Rents and the terms and conditions thereof:

Stated Amount: \$411,011.43

Trustor: Osprey Ranch, LLC, a Utah limited liability company

Trustee: Metro National Title

Beneficiary: Yellowstone Pioneer Enterprises, LLC, Series 6, a Delaware limited liability company

Dated: April 9, 2021

Recorded: April 16, 2021

Entry No.: [3145305](#)

52. A Deed of Trust, with Assignment of Rents, and the terms and conditions thereof:

Stated Amount: \$694,212.08

Trustor: Osprey Ranch, LLC, a Utah limited liability company

Trustee: Metro National Title

Beneficiary: Yellowstone Pioneer Enterprises, LLC, Series 6, a Delaware limited liability company

Dated: April 9, 2021

Recorded: April 16, 2021

Entry No.: [3145307](#)

53. A Deed of Trust, and the terms and conditions thereof:

Stated Amount: \$5,708,000.00

Trustor: Osprey Ranch, LLC, a Utah limited liability company

Trustee: Celeste Canning, Esq.

Beneficiary: Skyline Mountain Properties Partners LP

Dated: May 11, 2021

Recorded: May 21, 2011

Entry No.: [3151964](#)

54. A Deed of Trust, and the terms and conditions thereof:

Stated Amount: \$6,000,000.00

Trustor: Legacy Mountain Estates, LLC, a Utah limited liability company and Osprey Ranch, LLC, a Utah limited liability company

Trustee: Metro National Title

Beneficiary: Yellowstone Pioneer Enterprises, LLC

Dated: September 29, 2021

Recorded: September 24, 2021

Entry No.: [3186238](#)

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, 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>>.



Fidelity National Title Insurance Company

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumers or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for the products or services that we believe you may find of interest.

In addition we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request corrections, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Chicago Title Insurance Company
601 Riverside Avenue, 12th Floor
Jacksonville, FL 32204

Multiple Products or Service

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land 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 counter-signature by the Company or its issuing agent that may be in electronic form.



PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending on which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, but telephone or any other means;
- Information about your transaction with us, our affiliated companies, or other; and
- Information we receive a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any non affiliated party. Therefore, we will not release your information to non affiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purposes, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

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

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents 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.