ALTA Commitment for Title Insurance



Issued By Old Republic National 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, Old Republic National 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

Issued through the Office of Mountain View Title and Escrow, Inc. 5732 South 1475 East #100 Ogden, UT 84403 (801) 479-1191

ntersignaty

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company 400 Second Avenue South, Minneapolis, Minnesota 55401 16121371-1111

1 Monroe President

ORT Form 4690 6/06 Rev. 8-1-16 ALTA Commitment for Title Insurance

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COMMITMENT CONDITIONS

1. DEFINITIONS

- "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- "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.
- "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- "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.
- "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- "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.
- "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting (g) constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- "Title": The estate or interest described in Schedule A.
- 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:
 - the Commitment to Issue Policy; (b)
 - the Commitment Conditions: (c)
 - Schedule A: (d)
 - Schedule B. Part I-Requirements: (e)
 - Schedule B, Part II-Exceptions, and (f)
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

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:
 - comply with the Schedule B. Part I—Requirements:
 - eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or (ii)
 - (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.
- The Company shall not be liable for the content of the Transaction Identification Data, if any.
- 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.
- In any event, the Company's liability is limited by the terms and provisions of the Policy.

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File No.: 193358

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- 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.
- 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.
- Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by
- 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.

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.

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.

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY Stewart Title Guaranty Company

Transaction Identification Data for reference only:

Issuing Agent:

Mountain View Title and Escrow, Inc.

Issuing Office:

5732 South 1475 East #100, Ogden, UT 84403

ALTA® Universal ID: Loan ID Number:

N/A N/A

Commitment Number:

193358

Issuing Office File Number:

193358

Property Address:

Vacant Land, Ogden, UT 84401

Revision Number:

1. Commitment Date: February 16, 2022 at 8:00 A.M.

2. Policy to be issued:

(a) ALTA Owner's Policy

Proposed Policy Amount

Proposed Insured:

(b) ALTA Loan Policy

Extended

Standard

Proposed Insured:

Lender

3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

4. Title to the said estate or interest in the Land is at the Commitment Date hereof vested in:

Summerset Farms, LLC

5. The Land is described as follows:

PROPOSED SUMMERSET FARMS PHASE 3, DESCRIBED AS FOLLOWS

A part of the Southeast Quarter of Section 28, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Weber County, Utah:

Beginning at a point 330.06 feet South 00°36'20" West along the Section line and 397.00 feet South 89°12'45" East from the East Quarter corner of said Section and running thence South 00° 04'16" West 107.26 feet; thence South 89°13'14" East 101.60 feet; thence South 57°09'51" West 374.03 feet; thence South 56°41'11" West 226.50 feet; thence North 89°23'20" West 46.21 feet to the point of curve of a non-tangent curve, of which the radius point lies North 89°23'20" West; thence Southwesterly along the arc of a 55.00 foot radius curve to the right a distance of 122.32 feet (Central Angle equals 127°25'50" and Long Chord bears South 64°19'35" West 98.63 feet); thence along a line



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY Stewart Title Guaranty Company

non-tangent to said curve, South 38°28'09" West, a distance of 211.73 feet; thence South 57°17'49" West 302.93 feet; thence South 69°18'32" West 16.16 feet; thence North 39°12'59" West 269.53 feet to the point of curve of a non-tangent curve, of which the radius point lies North 39°12'59" West; thence Southwesterly along the arc of a 320.00 foot radius curve to the right a distance of 78.92 feet (Central Angle equals 14°07'52" and Long Chord bears South 57°50'57" West 78.72 feet); thence along a line non-tangent to said curve, North 29°00'53" West, a distance of 163.89 feet; thence South 67°30'59" East 26.20 feet; thence North 23°20'37" East 203.19 feet to the point of curve of a non-tangent curve, of which the radius point lies North 14°19'58" East; thence Easterly along the arc of a 450.00 foot radius curve to the left a distance of 43.49 feet (Central Angle equals 05°32'13" and Long Chord bears South 78°26'08" East 43.47 feet); thence along a line non-tangent to said curve, North 08°47'46" East, a distance of 291.03 feet; thence South 89°13'14" East 402.92 feet; thence North 00°46'51" East 62.00 feet; thence South 89°13'15" East 660.00 feet to the POINT OF BEGINNING



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY Stewart Title Guaranty Company

Requirements

File No.: 193358

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. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- 6. Pay us the premiums, fees and charges for the policy.
- 7. Documents satisfactory to us creating the interest in the land/or the mortgage to be insured must be signed, delivered and recorded.
- 8. 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.
- 9. Payment to or for the account of the grantors or mortgagors or the full consideration for the estate or interest to be insured.
- 10. Proper instrument(s) creating the estate or interest to be insured executed and duly filed for record, to-wit:



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY

Stewart Title Guaranty Company

Exceptions

File No.: 193358

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I Requirements are met.
- 2. Water rights, claims to water or water rights, whether or not shown in the public records.
- 3. 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 assessment on real property or by the public records.
- 4. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession, or claiming to be in possession, thereof.
- 5. Easements, liens encumbrances, or claims of easements, liens or encumbrances which are not shown by the public records.
- 6. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 7. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

8. PARCEL 1:

Taxes for the year 2021 have been paid in the amount of \$320.23. Taxes for the year 2022 are accruing as a lien but are not yet due or payable.

SERIAL NUMBER: 15-078-0162

PARCEL 2:

Taxes for the year 2021 have been paid in the amount of \$13,890.38 under prior Tax ID #15-078-0169. Taxes for the year 2022 are accruing as a lien but are not yet due or payable.

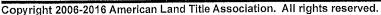
SERIAL NUMBER: 15-078-0171

PARCEL 3:

Taxes for the year 2021 have been paid in the amount of \$2,790.94 under prior Tax ID #15-078-0166. Taxes for the year 2022 are accruing as a lien but are not yet due or payable.

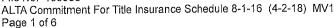
SERIAL NUMBER: 15-078-0177

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY

Stewart Title Guaranty Company

Exceptions

PARCEL 4:

Taxes for the year 2021 have been paid in the amount of \$2,691.34 under prior Tax ID #15-078-0170. Taxes for the year 2022 are accruing as a lien but are not yet due or payable.

SERIAL NUMBER: 15-078-0178

Lien arising as of 12 o'clock noon of January 1 for any unpaid personal property taxes which may be listed against the property described herein.

- 9. Said Property is located within the Weber County Taxing District 514 and is subject to any charges and assessments levied by them as a result of services provided.
- 10. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

11. RESOLUTION NO. 27-2012

Dated:

December 11, 2012

Purpose:

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY, UTAH, CONFIRMING THAT TAX TO BE LEVIED FOR MUNICIPAL SERVICES PROVIDED TO THE UNICORPORATED AREA OF WEBER COUNTY AND DESCRIBING THE SERVICES TO BE PROVIDED

THEREIN.

Recorded:

December 13, 2012

Entry Number:

2610456

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

Dated:

December 1, 2014

Recorded:

January 20, 2015

Entry Number:

2718461

13. CERTIFICATE OF CREATION OF THE WESTERN WEBER PARK DISTRICT

Dated:

July 26, 2017

Recorded:

August 1, 2017

Entry Number:

2870841

- 14. Subject to all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines, and right of way and easements thereof.
- 15. Public Utility Easements including but not limited to utility lines, cable lines, overhead power lines and their supporting structures located over the property lines, as disclosed by a visual inspection of the subject property.
- 16. Subject to the rights of Wilson Canal by reason of any portion of the parcels which may be within the canal right of way and subject to the canal company rights, if any, to use adjoining property to the canal for a right of way for their equipment to maintain said canals.
- 17. EASEMENT AND CONDITIONS CONTAINED THEREIN (BLANKET)



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY

Stewart Title Guaranty Company

Exceptions

Grantor:

LORIN F. FARR AND SUSAN A. FARR

Grantee:

AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING

Location:

SEE DOCUMENT FOR EXACT LOCATION

Purpose:

TO CONSTRUCT, RECONSTRUCT, OPERATE AND MAINTAIN LINES OF TELEPHONE AND TELEGRAPH, CONSISTING OF SUCH POLES, WIRES, CABLES, CONDUITS, GUYS, ANCHORS AND OTHER FIXTURES AND APPURTENANCES AS THE GRANTEE MAY FROM TIME TO TIME

REQUIRE, UPON, ACROSS, OVER AND/OR UNDER THE PROPERTY

May 9, 1929 May 31, 1929

Recorded: Book: / Page:

S / 153

18. AGREEMENT

Dated:

November 16, 1990

By and Between:

THE STATE OF UTAH, ACTING THROUGH THE BOARD OF WATER RESOURCES

Recorded:

AND THE WILSON IRRIGATION COMPANY

Entry Number:

May 17, 1996 1406857

Book: / Page:

1806 / 2976

19. EASEMENT TO USE DISTRIBUTION AND CONDITIONS CONTAINED THEREIN

Grantor:

WILSON IRRIGATION COMPANY, A CORPORATION OF THE COUNTY OF WEBER

Grantee:

THE STATE OF UTAH, ACTING THROUGH THE BOARD OF WATER RESOURCES

Location:

SEE DOCUMENT FOR EXACT LOCATION

Purpose:

AN EASEMENT TO USE THE EXISTING WATER DISTRIBUTION SYSTEM OF

CANALS, DITCHES, PIPELINES AND ALL APPURTENANT WORKS AND FACILITIES OF THE WILSON

IRRIGATION COMPANY

Dated:

October 25, 1990

Recorded:

May 17, 1996

Entry Number:

1406858

Book: / Page:

1806 / 2985

20. PERPETUAL EASEMENT

Location:

SEE EASEMENT

Purpose:

A PERMANENT EASEMENT AND RIGHT-OF-WAY 30 FEET IN WIDTH, 15 FEET ON THE EAST SIDE AND 15 FEET ON THE WEST SIDE OF THE SEWER LINE DESCRIBED BELOW, FOR

THE PURPOSE OF CONSTRUCTION, OPERATION, REPAIR, REPLACEMENT, AND MAINTENANCE OF ONE OF MORE SANITARY SEWER LINES AND/OR DRAIN LINES AND THE NECESSARY ACCESSORIES AND APPURTENANCES USED IN CONNECTION THEREWITH, TOGETHER WITH THE RIGHT TO ENTER UPON GRANTOR'S PREMISES FOR SUCH PURPOSES IN, ON, OVER, UNDER, THROUGH, ALONG AND ACROSS SAID PORTION OF THE LAND OF GRANTOR

Dated:

December 8, 2000

Recorded:

February 8, 2001

Entry Number:

1750929, 1750930, 1750931, 1750932, 1750934, 1750935, 1750936, 1750937,

1750938

21. PERPETUAL EASEMENT

Grantor:

INEZ C. FARR AS TRUSTEE OF THE INTER VIVOS REVOCABLE TRUST

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ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18) MV1



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY

Stewart Title Guaranty Company

Exceptions

Grantee:

CENTRAL WEBER SEWER IMPROVEMENT DISTRICT

Location:

SEE EASEMENT

Purpose: A PERMANENT EASEMENT AND RIGHT-OF-WAY 40 FEET IN WIDTH, 20 FEET ON THE EAST SIDE AND 20 FEET ON THE WEST SIDE OF THE SEWER LINE DESCRIBED BELOW, FOR THE PURPOSE OF CONSTRUCTION, OPERATION, REPAIR, REPLACEMENT, AND MAINTENANCE OF ONE OF MORE SANITARY SEWER LINES AND/OR DRAIN LINES AND THE NECESSARY ACCESSORIES AND APPURTENANCES USED IN CONNECTION THEREWITH, TOGETHER WITH THE RIGHT TO ENTER UPON GRANTOR'S PREMISES FOR SUCH PURPOSES IN, ON, OVER, UNDER, THROUGH, ALONG AND ACROSS

Dated:

March 8, 2001

Recorded:

March 13, 2001

Entry Number:

1757393

SAID PORTION OF THE LAND OF GRANTOR

Book: / Page:

2122 / 2402

22. PERPETUAL EASEMENT

Grantor:

INEZ C. FARR AS TRUSTEE OF THE INTER VIVOS REVOCABLE TRUST

Grantee:

CENTRAL WEBER SEWER IMPROVEMENT DISTRICT

Location:

SEE EASEMENT

Purpose:

A PERMANENT EASEMENT AND RIGHT-OF-WAY 40 FEET IN WIDTH, 20 FEET ON THE EAST SIDE AND 20 FEET ON THE WEST SIDE OF THE SEWER LINE DESCRIBED BELOW, FOR THE PURPOSE OF CONSTRUCTION, OPERATION, REPAIR, REPLACEMENT, AND MAINTENANCE OF ONE OF MORE SANITARY SEWER LINES AND/OR DRAIN LINES AND THE NECESSARY ACCESSORIES AND APPURTENANCES USED IN CONNECTION THEREWITH, TOGETHER WITH THE RIGHT TO ENTER UPON GRANTOR'S PREMISES FOR SUCH PURPOSES IN. ON. OVER, UNDER, THROUGH, ALONG AND ACROSS SAID PORTION OF THE LAND OF GRANTOR

Dated:

March 8, 2001

Recorded:

March 13, 2001

Entry Number: Book: / Page: <u>1757394</u> 2122 / 2407

23. PERPETUAL EASEMENT AND CONDITIONS CONTAINED THEREIN

Grantor:

ROGER K. FAVERO, TRUSTEE OF THE GIOVANNI FAVERO JR. FAMILY LIVING

TRUST DATED APRIL 23, 1999

Grantee:

CENTRAL WEBER SEWER IMPROVEMENT DISTRICT

Location:

SEE DOCUMENT FOR EXACT LOCATION

Purpose:

CONSTRUCTION. OPERATION. REPAIR. REPLACEMENT. AND MAINTENANCE

OF ONE OR MORE SANITARY SEWER LINES AND/OR DRAIN LINES AND THE NECESSARY CONNECTIONS, ACCESSORIES AND APPURTENANCES USED IN CONNECTION THEREWITH, TOGETHER WITH THE RIGHT TO ENTER UPON GRANTOR'S PREMISES

Dated:

March 26, 2001

Recorded:

April 2, 2001

Entry Number:

1761412

Book: / Page:

2127 / 2671

(AFFECTS PARCEL 1 ONLY)

24. PERPETUAL EASEMENT

Grantor:

INEZ C. FARR AS TRUSTEE OF THE INTER VIVOS REVOCABLE TRUST

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File No. 193358

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18) MV1 Page 4 of 6



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY

Stewart Title Guaranty Company

Exceptions

Grantee: CENTRAL WEBER SEWER IMPROVEMENT DISTRICT

Location: SEE EASEMENT

Purpose: A PERMANENT EASEMENT AND RIGHT-OF-WAY 40 FEET IN WIDTH, 20 FEET ON THE EAST SIDE AND 20 FEET ON THE WEST SIDE OF THE SEWER LINE DESCRIBED BELOW, FOR THE PURPOSE OF CONSTRUCTION, OPERATION, REPAIR, REPLACEMENT, AND MAINTENANCE OF ONE OF MORE SANITARY SEWER LINES AND/OR DRAIN LINES AND THE NECESSARY ACCESSORIES AND APPURTENANCES USED IN CONNECTION THEREWITH, TOGETHER WITH THE RIGHT TO ENTER UPON GRANTOR'S PREMISES FOR SUCH PURPOSES IN, ON, OVER, UNDER, THROUGH, ALONG AND ACROSS SAID PORTION OF THE LAND OF GRANTOR

 Dated:
 March 8, 2001

 Recorded:
 April 3, 2001

 Entry Number:
 1761823

 Book: / Page:
 2128 / 1312

25. TEMPORARY TURNAROUND EASEMENT AND CONDITIONS CONTAINED THEREIN

Grantor: SUMMERSET FARMS, LLC, A UTAH LIMITED LIABILITY COMPANY

Grantee: WEBER COUNTY Location: NOT DISCLOSED

Purpose: A NONEXLUSIVE EASEMENT WITH THE GRANTOR RESERVING UNTO ISTELF, IT HEIRS, SUCCESSORS OR ASSIGNS, THE RIGHT TO THE CONTINUED FREE USE AND ENJOYMENT OF

THE PROPERTY HEREIN.

Recorded: June 29, 2020 Entry Number: 3064832

(AFFECTS PARCEL 1 & 2)

26. TEMPORARY TURNAROUND EASEMENT AND CONDITIONS CONTAINED THEREIN

Grantor: SUMMERSET FARMS, LLC, A UTAH LIMITED LIABILITY COMPANY

Grantee: WEBER COUNTY Location: NOT DISCLOSED

Purpose: A NONEXLUSIVE EASEMENT WITH THE GRANTOR RESERVING UNTO ISTELF, IT HEIRS, SUCCESSORS OR ASSIGNS, THE RIGHT TO THE CONTINUED FREE USE AND ENJOYMENT OF

THE PROPERTY HEREIN.

Recorded: September 16, 2021

Entry Number: 3184047

(AFFECTS PARCEL 3 & 4)

27. TRUST DEED WITH ASSIGNMENT OF RENTS

Dated: November 24, 1995

Amount: \$18,000.00

Trustor: ROBERT LAMAR FAVARO AND KATHRYN H. FAVERO

Beneficiary: ROGER K. FAVERO AND JERRIE E. FAVERO

Trustee: ASSOCIATED TITLE COMPANY

Recorded: December 5, 1995

Entry Number: <u>1376627</u> Book: / Page: <u>1782 / 1789</u>

28. JUDGMENTS WERE CHECKED AGAINST THE FOLLOWING NAMES AND NONE WERE FOUND TO BE OF

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



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AMERICAN

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY Stewart Title Guaranty Company

Exceptions

RECORD:

SUMMERSET FARMS, LLC

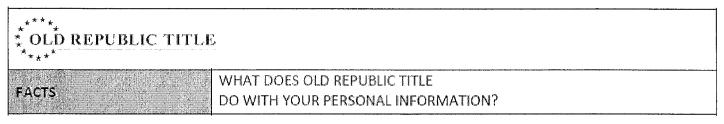
29. A 24 MONTH VESTING CHAIN OF TITLE HAS BEEN DONE AND THE FOLLOWING ITEMS WERE FOUND TO BE OF RECORD.

WARRANTY DEED DATED FEBRUARY 11, 2020 BY AND BETWEEN CROSSFIRE INVESTMENTS, LC TO SUMMERSET FARMS, LLC, RECORDED AS ENTRY NUMBER: 3037548.

WARRANTY DEED DATED FEBRUARY 11, 2020 BY AND BETWEEN ED GREEN CONSTRUCTION INC., TO SUMMERSET FARMS, LLC, RECORDED AS ENTRY NUMBER: 3037547.

- 30. NOTICE TO APPLICANT: THE LAND HEREIN MAY BE SERVICED BY CITIES, IMPROVEMENT DISTRICTS, OR UTILITY COMPANIES THAT PROVIDED MUNICIPAL TYPE SERVICES FOR WATER, SEWER, ELECTRICITY OR OTHER SERVICES THAT DO NOT RESULT IN A LIEN, BUT FOR WHICH SERVICES MAY BE TERMINATED IN THE EVENT OF NON-PAYMENT OF SERVICE CHARGES TO DATE OR TRANSFER FEES. ALTHOUGH THE COMPANY ASSUMES NO LIABILITY THEREFORE, YOU ARE URGED TO MAKE INVESTIGATION INTO SUCH MATTERS.
- 31. NOTE: ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION. YOU MAY REVIEW A COPY OF THE ARBITRATION RULES AT http://www.alta.org. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.





Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are no longer our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

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Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do			
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy		
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: Give us your contact information or show your driver's license Show your government-issued ID or provide your mortgage information Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.		
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market toyou • Sharing for non-affiliates to market toyou State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy.for.your.rights.under.state.law .		

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of
Non-affiliates	North Carolina. Companies not related by common ownership or control. They can be financial and non-financial companies.
Joint marketing	 Old Republic Title does not share with non-affiliates so they can market to you A formal agreement between non-affiliated financial companies that together market financial products or services to you. Old Republic Title doesn't jointly market.

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American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	Kansas City Management Group, LLC	L.T. Service Corp.
Lenders Inspection Company	Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.
Old Republic National Commercial Title Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company	Old Republic Title Companies, Inc.
Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon
Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.
RamQuest Software, Inc.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	Surety Title Agency, Inc.	The Title Company of North Carolina
Trident Land Transfer Company, LLC				

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