

stewart title®

ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY 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 EXTRACTIONAL 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, STEWART TITLE GUARANTY COMPANY, a Texas 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

Authorized Countersignature
Hickman Land Title Company
Company Name
Logan, UT
City, State



Frederick H. Eppinger
President and CEO

Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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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File No.: 104157

008-UN ALTA Commitment For Title Insurance 8-1-16



112 North Main Street
Logan, UT 84321
www.HickmanTitle.com

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SCHEDULE A

1. Commitment Date: July 19, 2022 at 7:59 a.m.
2. Policy or Policies to be issued:

	Amount of Insurance	Premium
a. ALTA 2006 Standard Owners Policy: Proposed Insured:	\$1,250,000.00	\$3,506.00
STEWARD LAND HOLDINGS, LLC		
b. ALTA 2006 Extended Loan Policy: Proposed Insured:		
c. Leasehold Policy: Proposed Insured:		
d. 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 said land is at the effective date hereof vested in:
TRESORELLE, LLC
5. The land referred to in this Commitment is in the State of Utah, County of Weber, and is described as follows:

Parcel 1: Part of the Northwest Quarter of the Southwest Quarter of Section 21, Township 6 North, Range 2 West, Salt Lake Meridian, U.S. Survey: Beginning at the Northeast corner of the Northwest Quarter of said Southwest Quarter; thence West 38 rods; thence South 486.5 feet; thence East 38 rods; thence North 486.5 feet to the place of beginning. Excepting therefrom DAYBREAK SUBDIVISION, according to the official plat thereof, on file and of record in the office of the Recorder of Weber County, Utah.

Parcel 2: Part of the Northwest Quarter of the Southwest Quarter of Section 21, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point 38 rods West from the Northeast corner of said Northwest Quarter of said Southwest Quarter; running thence West 7 rods; thence South 80 rods; thence East 45 rods; thence North 50 rods 8.5 feet; thence West 38 rods; thence North 29 rods 8 feet to the point of beginning. Excepting therefrom DAYBREAK SUBDIVISION, according to the official plat thereof, on file and of record in the office of the Recorder of Weber County, Utah.

We appreciate your business and thank you for choosing Hickman Land Title Company.
Please call your Title Officer, with any questions or concerns regarding this commitment.
Your Title Officer will be Tennille Forsberg, Phone (801) 416-8900
Your Escrow Officer will be James S. Hickman, Phone (435) 752-0582 x6714, email jimh@hickmantitle.com..

For informational purposes only.
The property address is purported to be:
4175 West 1400 South, Ogden, UT 84401
, Ogden, UT 84401



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Logan, UT 84321
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SCHEDULE B

Section 1

The following are the requirements to be complied with:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premium, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded, as follows:
 - A) **Deed executed by TRESORELLE, LLC conveying Title to STEWARD LAND HOLDINGS, LLC**
 - B) **Affidavit and Death Certificate terminating the Trusteeship of Leno Felix Anselmi and Dora Anselmi.**
 - C) **Payment of any fees due to Ogden City and Service District 516, shown herein.**
 - D) **The Company requires for its review satisfactory copy of the "Articles of Organization" the "Operating Agreement" and the regulations of the limited liability company, any amendment thereof, a certificate of good standing, and satisfactory evidence of authority of the officers, managers, or members to execute the documents.**
4. 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.
5. Release(s) or Reconveyance(s) of item(s): **None**
6. You must give us the following information:
 - A) Any off record leases, surveys, etc.
 - B) Statements of identity all parties.
 - C) Other
7. Notice to applicant: the land herein may be serviced by cities, towns, counties, service districts or private entities which provide services to the land, including, but not limited to water, sewer, garbage, electricity, street lighting, curb and gutter, etc., for which no notice of any rights claimed to exist by such entities are shown of record. You should make an inquiry into such matters, including seeing arrangements as applicable to establish your rights to receive said services. The company has no obligation relating to the services or the charges arising from such services.

NOTES:

All parties in title within the last 8 years and all persons coming into title, including those listed below, have been checked for judgments and/or tax liens and there are none, unless listed in Schedule B Section 2.

STEWARD LAND HOLDINGS, LLC
TRESORELLE, LLC



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SCHEDULE B

Section 2

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of 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. 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.
8. Taxes for the year 2022, and subsequent years, not yet due and payable.
Parcel 1: Tax Parcel No. 15-057-0040. Taxes for the year 2021 were assessed in the amount of \$1,317.95 and are now paid.

Parcel 2: Tax Parcel No. 15-057-0039. Taxes for the year 2021 were assessed in the amount of \$93.06 and are now paid.
9. The herein described premises lies within the Ogden City and Service District 516 and may be subject to special assessments and/or additional mill levy.
10. Subject to the Right of Way for the County Road known as 1400 South Street along the North line of subject Property.
(Affects Parcel 1)



SCHEDULE B

Section 2

11. ORDINANCE NO. 12-81
AN ORDINANCE CREATING AND ESTABLISHING A COUNTY SERVICE AREA; DESCRIBING AND ESTABLISHING THE BOUNDARIES OF SAID SERVICE AREA; SETTING FORTH THE TYPES OF SERVICE OR SERVICES TO BE PROVIDED IN THE AREA
Recorded: December 22, 1981
Entry No: [849262](#)
Book/Page: 1394/1772
12. RESOLUTION NO. 23-2005 creating the Weber Area Dispatch 911 and Emergency Services District
Recorded: January 24, 2006
Entry No: [2156401](#)
13. RIGHT OF WAY EASEMENT AND CONDITIONS CONTAINED THEREIN:
Grantor: DORA ANSELM ETAL TRUSTEES
Grantee: PACIFICORP, an Oregon corporation, its successors and assigns
Dated: October 30, 2007
Recorded: February 12, 2008
Entry No: 2321065

NOTICE OF MORTGAGE
Recorded: September 12, 2008
Entry No: 2364424
(Affects Parcel 1)
14. RESOLUTION NO. 27-2012
A Resolution of the Board of County Commissioners of Weber County, Utah, confirming the Tax to be levied for Municipal Services Provided to the unincorporated Area of Weber County and describing the services to be provided therein.
Recorded: December 13, 2012
Entry No: [2610456](#)
15. CERTIFICATE OF CREATION creating Northern Utah Environmental Resource Agency
Recorded: January 20, 2015
Entry No: [2718461](#)
16. The terms and provisions of the "Farmland Assessment Act of 1969" in Title 59, Chapter 2, Part 5 of the Utah Code, and amendments thereof, disclosed by that certain Application for Taxation of Agricultural Land, dated March 7, 2017, and recorded June 22, 2017, as Entry No. 2864188, of Official Records, which, in part, provides for the right of Weber County to reassess said property for previous years and the collection of additional taxes resulting from any such reassessment.
17. CERTIFICATE OF CREATION
Recorded: August 1, 2017
Entry No: [2870841](#)

NOTICE OF AN IMPENDING BOUNDARY ACTION
Recorded: August 1, 2017
Entry No: [2870842](#)



SCHEDULE B

Section 2

18. Access to Parcel 2 is by joinder with Parcel 1. Conveyance of Parcel 1 to a separate party will remove access to Parcel 2 unless a right of access is reserved over Parcel 1.

NOTES:

Exception numbered 1-6 will be eliminated on the ALTA Extended Coverage Policy and the ALTA Homeowners Policy.

For informational purposes only, vesting document and a **24 month chain of title** is provided: A review of the records contained in the County Recorder's Office was conducted thru the effective date of this commitment as shown in Schedule "A" herein and the following Deeds of Conveyance and/or Real Estate Purchase Contracts were found:

Quit Claim Deed from MARIE A. BUHLER, KATHY A. VERNIEUW, and DEBRA A. BASTIAN, or Successors, as Trustees of the LENO FELIX ANSELMI FAMILY LIVING TRUST, dated December 4, 1978 to TRESORELLE, LLC recorded March 7, 2017 as Entry No. 2845786 in Book/Page N/A

No existing Deed of Trust appears of record. If this information is not correct, please notify the Company as soon as possible to provide information regarding the existing loan.

In the event this transaction fails to close, a minimum \$200.00 cancellation fee will be charged for services rendered in accordance with the rates that are on file with the Commissioner of Insurance of the State of Utah.

NOTICE TO APPLICANT AND/OR PROPOSED INSURED:

Commitment is subject to such other and further requirements and exceptions as they appear necessary to the Company.

If you require copies of any documents identified in this commitment for Title Insurance, the Company will furnish the same upon specific request, either free of charge or for the actual cost of duplication for those copies requiring payment by the Company to obtain.

The land described in this Commitment may be serviced by services provided by cities, towns, public utility companies and other firms providing municipal type services which do not constitute liens upon the land and for which no notice of the existence of such service charges is evidenced in the Public Records. The applicant and/or purposed insured should directly contact all entities providing such services and make the necessary arrangements to insure payment for such services and continuation of services to the land.

The policy to be issued contains an arbitration clause. 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.



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;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature 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.

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- (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>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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