

COMMITMENT FOR TITLE INSURANCE
Issued by
FIDELITY 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, Fidelity 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 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.





Authorized Countersignature
Cottonwood Title Insurance Agency, Inc.
Salt Lake City, Utah
File No.: 153695-KAP

Fidelity National Title Insurance Company

By: 

President

ATTEST



Secretary

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

COMMITMENT CONDITIONS**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; [and]
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations,

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COMMITMENT CONDITIONS
(continued)

representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

PRIVACY NOTICE

Last Updated: 10/01/2021

This notice summarizes the privacy policies and practices of **Cottonwood Title Insurance Agency, Inc.** ("we" or "us" or "our") concerning nonpublic personal information we may obtain about you.

Personal Information Collected. We may collect personal information about you from various sources, including:

- Information on applications, forms or other documents you send or are sent on your behalf to us;
- Information we receive from others involved in your transaction, such as real estate agents, lenders, sellers, buyers, lien holders, creditors, community associations, attorneys, and other title companies;
- Information about you already in our files; and
- Information we obtain through searching public records, court filings, records of taxing authorities and other government entities, and other sources of information commonly used in the title and escrow industry.

Sharing Personal Information. We do not sell your personal information. We may share it with third parties (1) as appropriate to effect, administer, or enforce a transaction that you request or authorize; (2) in connection with servicing or processing a financial product or service that you request or authorize; (3) in connection with maintaining or servicing your account; or (4) for other reasons as specifically required or permitted by law.

Storing and Protecting Personal Information. We maintain physical, electronic and procedural safeguards that comply with governing law to protect your personal information from unauthorized access or intrusion. We take reasonable steps to train and oversee our employees and authorized contractors to ensure that your information will be handled responsibly and in accordance with this Notice. We maintain the personal information of consumers, customers, and former customers in compliance with the records retention requirements of our title insurance underwriters and applicable laws.

**3rd Amended
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

1. Commitment Date: August 7, 2023 at 7:30AM
2. Policy (or Policies) to be issued:

	Policy Amount	Premium
(a) Owner's Policy (ALTA Owners Policy (06/17/06))	\$485,000.00	\$2,224.00
Proposed Insured: CC&A of Utah, Inc., a Utah corporation		
(b) Loan Policy		
Proposed Insured:		
(c) Endorsements:		
3. The estate or interest in the Land described or referred to in this Commitment and covered herein is Fee Simple.
4. Title to the estate or interest in the Land is at the Commitment Date vested in:
[Richard Hipwell and Carisa Hipwell](#)
5. The Land referred to in this Commitment is situated in the County of Weber, State of Utah, and is described as follows:

See Exhibit A attached hereto

NOTE: Parcel Identification Number: 15-028-0053 (for reference purposes only)

Krista Allred
Escrow Officer

1544 N Woodland Park Dr, Ste 300, Layton, UT 84041

Office: 801 499 5100 | Direct: 801 991 1312 | Email: kallred@cottonwoodtitle.com

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

Krista Allred Utah State License Number: **715575**



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**SCHEDULE B
PART I - REQUIREMENTS**

All of the following requirements must be met:

- A. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- B. Pay the agreed amount for the estate or interest to be insured.
- C. Pay the premiums, fees, and charges for the Policy to the Company. In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$125.00.
- D. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- E. Any additional documentation requested by Cottonwood Title Insurance Agency, Inc. and/or Fidelity National Title Insurance Company, its underwriter.

NOTICE TO APPLICANT

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

- 1. Provide Insurer with a copy of the Corporate Resolution of the Board of Directors for CC&A of Utah, Inc., authorizing the current transaction.
- 2. Warranty Deed from Richard Hipwell and Carisa Hipwell vesting fee simple title in CC&A of Utah, Inc., a Utah corporation.
- 3. Payment of all roll-back taxes in the event of withdrawal or disqualification from the Farmland Assessment Act shown herein as Exception No(s). 17 and 18.
- 4. Partial reconveyance of Deed(s) of Trust shown herein as Exception No(s). 20.

SCHEDULE B
PART II - EXCEPTIONS

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

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

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

1. (a) 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; (b) 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. Any defect, lien, encumbrance, adverse claim, or other matter, that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
8. Any service, installation, connection, maintenance, or construction charges for sewer, water, electricity, or garbage collection or disposal, or other utilities unless shown as an existing lien by the Public Records.
9. Taxes for the year 2023 are accruing as a lien not yet due and payable under Parcel No. 15-028-0053. Taxes for the year 2022 have been paid in the amount of \$1.09 under Parcel No. 15-028-0053.
10. The herein described Land is located within the boundaries of Weber County, Weber Basin Water Conservancy District, West Weber-Taylor Cemetery Maintenance District, Weber County Mosquito Abatement District, Taylor-West Weber Water Improvement District, Weber Fire District, Weber Area Dispatch 911 and Emergency Services District, Western Weber Park District, Weber Fire District Bond, and is subject to any and all charges and assessments levied thereunder.
11. 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

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SCHEDULE B
PART II - EXCEPTIONS
(Continued)

Records or listed herein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

12. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.
13. The effects, if any, of easements and rights-of-way for existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipelines and power, telephone, sewer, gas or water lines, which may be ascertained by an inspection or survey of the subject Land.
14. Right of Way Easement in favor of the Mountain States Telephone and Telegraph Company, to construct, operate, maintain and remove communication equipment and other facilities and incidental purposes, from time to time, upon, over, under and across a portion of the subject Land, recorded June 28, 1929 in [Book 3-P, at Page 514](#). (exact location not disclosed)
15. Restrictive Covenant Precluding the Non-Agricultural Use of Land recorded September 6, 1996 as Entry No. [1427872](#) in Book 1824 at Page 1321.
16. Resolution No. 27-2012 Confirming the Tax to be Levied for Municipal Services Provided to the Unincorporated Area of Weber County, dated December 11, 2012 and recorded December 13, 2012 as Entry No. [2610456](#).
17. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded August 27, 2019 as Entry No. [2999251](#).
18. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded December 3, 2021 as Entry No. [3201392](#).
19. Notice of Non-buildable Parcel recorded March 5, 2021 as Entry No. [3131780](#).
20. A Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: Richard Hipwell and Carisa Hipwell, individuals; Trustee: Lincoln Title Insurance Agency; Beneficiary: Glacier Rock Investments, LLC, a Utah limited liability company; Amount: \$625,000.00; Dated: August 28, 2020; Recorded: September 1, 2020 as Entry No. [3081610](#). (covers this and other land)

Substitution of Trustee naming Mountain View Title & Escrow, Inc., a Utah corporation, Successor Trustee, recorded May 21, 2021, as Entry No. [3154943](#).

Partial Reconveyance recorded May 21, 2021 as Entry No. [3154944](#).
21. Rights of tenant(s) in the Land, if any, and rights of all parties claiming by, through or under said tenant(s).
22. Notwithstanding those items described herein-above, the Land is also subject to any additional discrepancies, conflicts in the boundary lines, shortage in area, encroachments, or any other facts which an ALTA/NSPS Survey, (made in accordance with the current Minimum Standard Detail Requirements for Land Title Surveys jointly established and adopted by (ALTA) American Land Title Association and (NSPS) National Society of Professional Surveyors) may disclose.

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SCHEDULE B
PART II - EXCEPTIONS
(Continued)

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

CC&A of Utah, Inc., a Utah corporation

Richard Hipwell and Carisa Hipwell

Your order has been assigned to KRISTA ALLRED for a full service escrow. For questions concerning the escrow, please contact Cottonwood Title Insurance Agency, Inc. at 801 499 5100.

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

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

**EXHIBIT A
LEGAL DESCRIPTION**

A part of the East half of Section 9, Township 6 North, Range 2 West, Salt Lake Base and Meridian. Beginning at a point on the South line of the Northeast quarter of said Section 9 being located along said South line South 89°15'28" East 300.32 feet from the center quarter corner of said Section 9, and running thence North 00°02'46" East 415.59 feet; thence South 83°59'27" East 442.90 feet; thence South 82°48'56" East 571.68 feet; thence South 00°51'31" West 310.76 feet to said South line; thence along said South line North 89°15'28" West 391.46 feet; thence South 00°46'47" West 1588.91 feet; thence North 89°03'30" West 29.82 feet; thence North 00°46'24" East 1588.80 feet to said South line; thence along said South line North 89°15'28" West 581.96 feet to the point of beginning.