



*First American Title*

# Commitment

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 14253-6194336

## COMMITMENT FOR TITLE INSURANCE

Issued By

**FIRST AMERICAN 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, **First American Title Insurance Company**, a Nebraska 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.

### FIRST AMERICAN TITLE INSURANCE COMPANY

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

If this jacket was created electronically, it constitutes an original document.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

## 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.

### 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.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

**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>.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American Title

# Schedule A

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 14253-6194336

**Transaction Identification Data for reference only:**

Issuing Agent: First American Title Insurance Company

Issuing Office: 215 South State Street, Suite 280, Salt Lake City, UT 84111

Issuing Office's ALTA® Registry ID: 1178462

Issuing Office File No.: 14253-6194336

Commitment No.: 14253-6194336

Property Address: Vacant Land, UT

Revision No.: 1

**ESCROW/CLOSING INQUIRIES** should be directed to your Escrow Officer: **Sandy Espinoza at (801)825-1313 located at 1795 E Legend Hills Drive, Ste 100, Clearfield, UT 84015.**

### SCHEDULE A

1. Commitment Date: June 30, 2023 8:00 AM

2. Policies to be issued:

(A) ALTA® Owner's Policy of Title Insurance

Proposed Insured: **Lync Construction LLC**

Proposed Policy Amount: \$1,650,000.00

Premium: \$4,392.00

(B) ALTA Expanded Coverage Residential Loan Policy ("Eagle")

Proposed Insured: **Lender To Be Determined**

Proposed Policy Amount: \$1,000.00

Premium: \$220.00

(C) Endorsements: 9-06, 22-06 and 8.1-06

Premium: \$Included

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

#### Fee Simple

4. [The Title is, at the Commitment Date, vested in:](#)

**2020, LLC, A Utah Limited Liability Company**

5. The Land is located in Box Elder County, UT, and is described as follows:

PARCEL 1:

BEGINNING AT A POINT 2.05 CHAINS SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, AND

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

RUNNING THENCE WEST 29.5 CHAINS TO THE RIGHT OF WAY OF OSLRR CO., THENCE SOUTH 01°45' EAST ALONG SAID RIGHT OF WAY 854.7 FEET MORE OR LESS TO A POINT WHICH IS 116.5 RODS WEST AND 854.7 FEET SOUTH OF THE POINT OF BEGINNING, THENCE EAST 116.5 RODS, THENCE NORTH 854.7 FEET MORE OR LESS TO THE TO THE POINT OF BEGINNING.

LESS PARCEL NO. 02-035-0061 DESCRIBED AS:

LOT 1, FITZGERALD SUBDIVISION DESCRIBED AS FOLLOWS:

PART OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN. BEGINNING AT A POINT ON THE WEST LINE OF 1200 WEST STREET LOCATED 135.30 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SAID SECTION 10, THENCE WEST 1300.2 FEET, THENCE SOUTH 227.04 FEET, THENCE EAST 1300.20 FEET TO THE WEST LINE OF 1200 WEST STREET, THENCE NORTH ALONG THE WEST LINE OF SAID 1200 WEST STREET 227.04 FEET TO THE POINT OF BEGINNING.

ALSO LESS PARCEL NO. 02-035-0062 DESCRIBED AS:

LOT 5, FITZGERALD SUBDIVISION, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN. BEGINNING AT A POINT LOCATED 135.3 FEET SOUTH AND 1300.20 FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SAID SECTION 10, THENCE WEST 646.80 FEET MORE OR LESS TO THE EAST LINE OF OSLRR, THENCE SOUTH 01°45'00" EAST 854.70 FEET, MORE OR LESS TO THE SOUTH LINE OF GRANTOR'S PROPERTY, THENCE EAST ALONG GRANTORS SOUTH PROPERTY LINE 620.70 FEET, THENCE NORTH 854.30 FEET TO THE POINT OF BEGINNING.

FOR REFERENCE ONLY: APN 02-035-0063

PARCEL 2:

LOT 1, FITZGERALD SUBDIVISION DESCRIBED AS FOLLOWS:

PART OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN. BEGINNING AT A POINT ON THE WEST LINE OF 1200 WEST STREET LOCATED 135.30 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SAID SECTION 10, THENCE WEST 1300.2 FEET, THENCE SOUTH 227.04 FEET, THENCE EAST 1300.20 FEET TO THE WEST LINE OF 1200 WEST STREET, THENCE NORTH ALONG THE WEST LINE OF SAID 1200 WEST STREET 227.04 FEET TO THE POINT OF BEGINNING.

LESS PARCEL NO. 02-035-0060 ENTRY NO. 178813 DESCRIBED AS:

BEGINNING AT A POINT LOCATED SOUTH 135.30 FEET FROM THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF 1200 WEST STREET, THENCE WEST 350.00 FEET, THENCE SOUTH 227.04 FEET, THENCE EAST 350.00 FEET, THENCE NORTH 227.04 FEET TO THE POINT OF BEGINNING.

FOR REFERENCE ONLY: APN 02-035-0061

PARCEL 3:

LOT 5, FITZGERALD SUBDIVISION, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

PART OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN. BEGINNING AT A POINT LOCATED 135.3 FEET SOUTH AND 1300.20 FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SAID SECTION 10, THENCE WEST 646.80 FEET MORE OR LESS TO THE EAST LINE OF THE OSLRR RIGHT OF WAY; THENCE SOUTH 01°45'00" EAST 854.70 FEET, MORE OR LESS TO THE SOUTH LINE OF GRANTORS PROPERTY; THENCE EAST ALONG GRANTORS SOUTH PROPERTY LINE 620.70 FEET; THENCE NORTH 854.30 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THAT PORTION OF GROUND CONVEYED TO UTAH TRANSIT AUTHORITY, BY WARRANTY DEED RECORDED OCTOBER 16, 2020 AS ENTRY NO. 419892 IN BOOK 1436 AT PAGE 834 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS:

A PARCEL OF LAND IN FEE FOR CORRIDOR PRESERVATION KNOWN AS PROJECT NO. MSP-140, BEING A PART OF AN ENTIRE TRACT OF LAND, SITUATE IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID ENTIRE TRACT WHICH CORNER IS 109.30 FEET (135.30 FEET BY RECORD) SOUTH ALONG THE EAST LINE OF SAID SECTION 10 AND 1,922.65 FEET (1,947.00 FEET BY RECORD) WEST FROM THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 10; THENCE EAST 29.98 FEET ALONG THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A LINE PARALLEL WITH AND 30.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE FRONTRUNNER NORTH EXTENSION CONTROL LINE; THENCE SOUTH 01°50'15" EAST 854.74 FEET ALONG SAID PARALLEL LINE TO THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE WEST 29.98 FEET ALONG SAID SOUTHERLY BOUNDARY LINE TO THE SOUTHWEST CORNER OF SAID ENTIRE TRACT; THENCE NORTH 01°50'15" WEST 854.74 FEET (NORTH 01°45'00" WEST 854.70 FEET BY RECORD) ALONG THE EASTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THAT PORTION OF GROUND CONVEYED TO UTAH TRANSIT AUTHORITY, BY WARRANTY DEED RECORDED OCTOBER 16, 2020 AS ENTRY NO. 419893 IN BOOK 1436 AT PAGE 836 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS:

A PARCEL OF LAND IN FEE FOR CORRIDOR PRESERVATION KNOWN AS PROJECT NO. MSP-140, BEING A PART OF AN ENTIRE TRACT OF LAND, SITUATE IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID ENTIRE TRACT WHICH CORNER IS 109.30 FEET (2.05 CHAINS OR 135.30 FEET BY RECORD) SOUTH ALONG THE EAST LINE OF SAID SECTION 10 AND 1,922.65 FEET (1,947.00 FEET BY RECORD) WEST AND 29.98 FEET EAST FROM THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 10; THENCE EAST 100.05 FEET ALONG THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE SOUTH 24°01'19" WEST 68.78 FEET TO A LINE PARALLEL WITH AND 100.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE FRONTRUNNER NORTH EXTENSION CONTROL LINE OPPOSITE ENGINEER STATION 780+18.00; THENCE SOUTH 01°50'15" EAST 579.00 FEET ALONG SAID PARALLEL LINE TO A POINT OPPOSITE ENGINEER STATION 774+39.00; THENCE SOUTH 11°21'06" EAST 181.50 FEET TO A LINE PARALLEL WITH AND 130.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION 772+60.00; THENCE SOUTH 01°50'15" EAST 34.85 FEET ALONG SAID PARALLEL LINE TO THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE WEST 100.05 FEET ALONG SAID SOUTHERLY BOUNDARY LINE TO A LINE PARALLEL WITH AND 30.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM SAID CONTROL LINE; THENCE NORTH 01°50'15" WEST 854.74 FEET ALONG THE EASTERLY RIGHT OF WAY LINE OF THE UNION

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

PACIFIC RAILROAD TO THE POINT OF BEGINNING.

FOR REFERENCE ONLY: APN 02-035-0079

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American Title

## Schedule BI & BII

### ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 14253-6194336

Commitment No.: 14253-6194336

#### 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. Provide releases, reconveyances, or other instruments, acceptable to the Company, including payment of any amounts due, removing the encumbrances shown in Schedule B, Part II that are objectionable to the Proposed Insured.
6. Provide us with copies of appropriate agreements, resolutions, certificates, or other evidence needed to identify the parties authorized to execute the documents creating the interest to be insured.
7. Provide us with any information regarding personal property taxes which may have been assessed or are due and payable which could become a lien on the real property.
8. Furnish Plat of Survey of the subject property of recent date by a Registered Land Surveyor in accordance with the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" which became effective February 23, 2016. Said Plat of survey shall include the required certification and, at a minimum, also have shown thereon Items 1, 8, 11, 16, 17, and 19 from Table A thereof. If zoning assurances are requested, Items 7(a), 7(b), 7(c) and 9 from Table A and information regarding the usage of the property must be included.

NOTE: Exception may be made to any adverse matters disclosed by the ALTA/NSPS Land Title Survey.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





First American Title

## Schedule BI & BII (Cont.)

### ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 14253-6194336

Commitment No.: 14253-6194336

#### 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, interest 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, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and not shown in 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 theretofore or hereafter furnished, imposed by law and not shown in 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.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

**Subject to underwriting review and approval, some or all of Exceptions 1-7 may be omitted on extended coverage and Eagle policies**

(The following exception affects Parcel 1)

8. Taxes for the year 2023 now a lien, not yet due. General property taxes for the year 2022 were paid in the amount of \$596.53. [Tax Parcel No. 02-035-0063](#).

(The following exception affects Parcel 2)

9. Taxes for the year 2023 now a lien, not yet due. General property taxes for the year 2022 were paid in the amount of \$141.85. [Tax Parcel No. 02-035-0061](#).

(The following exception affects Parcel 3)

10. Taxes for the year 2023 now a lien, not yet due. General property taxes for the year 2022 were paid in the amount of \$95.07. [Tax Parcel No. 02-035-0079](#).

(The following exception affects Parcel 1)

11. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded April 10, 2009 as Entry No. [276727](#) in Book 1087 at Page 939 of Official Records.

(The following exception affects Parcel 2)

12. 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 February 11, 2004 as Entry No. [196678](#) in Book 882 at Page 81 of Official Records.

(The following exception affects Parcel 3)

13. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded April 29, 2021 as Entry No. [432020](#) in Book 1470 at Page 377 of Official Records.
14. 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 June 03, 2022 as Entry No. [452940](#) in Book 1527 at Page 1552 of Official Records.
15. Any charge upon the land by reason of its inclusion in Willard City and Box Elder & Willard City Flood Control District.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

16. Access to Parcel 2 and Parcel 3 is presumed to be over and across Parcel 1, but the Company does not insure against any contrary state of fact.
17. Resolution 2020-13 recorded June 16, 2020 as Entry No. [413180](#) in Book 1417 at Page 745 of Official Records.
18. Our search of the Public Records finds no outstanding Mortgages affecting the Land.

(The following exception affects Parcel 1)

19. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.
20. AFFIDAVIT OF DEATH recorded April 01, 2022 as Entry No. [450082](#) in Book 1519 at Page 1833 of Official Records.

\*\*\*

The name(s) Chet A. Fitzgerald, 2020, LLC and Lync Construction LLC, has/have been checked for judgments, State and Federal tax liens, and bankruptcies and if any were found, are disclosed herein.

The name(s) 2020, LLC and Lync Construction LLC has/had been checked for Statements of Authority recorded in Official Records and if any were found are disclosed below.

NONE

**NOTE:** According to Official Records, there have been no documents conveying the land described herein within a period of 24 months prior to the date of this commitment, except as follows:

A Deed recorded March 31, 2022 as Instrument No. 450071 BK 1519 and PG 1759 of Official Records.

Executed by: Chet A. Fitzgerald  
To: 2020, LLC, A Utah Limited Liability Company

Title inquiries should be directed to Paula Vealey @ (801)578-8863.

\*\*\*

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



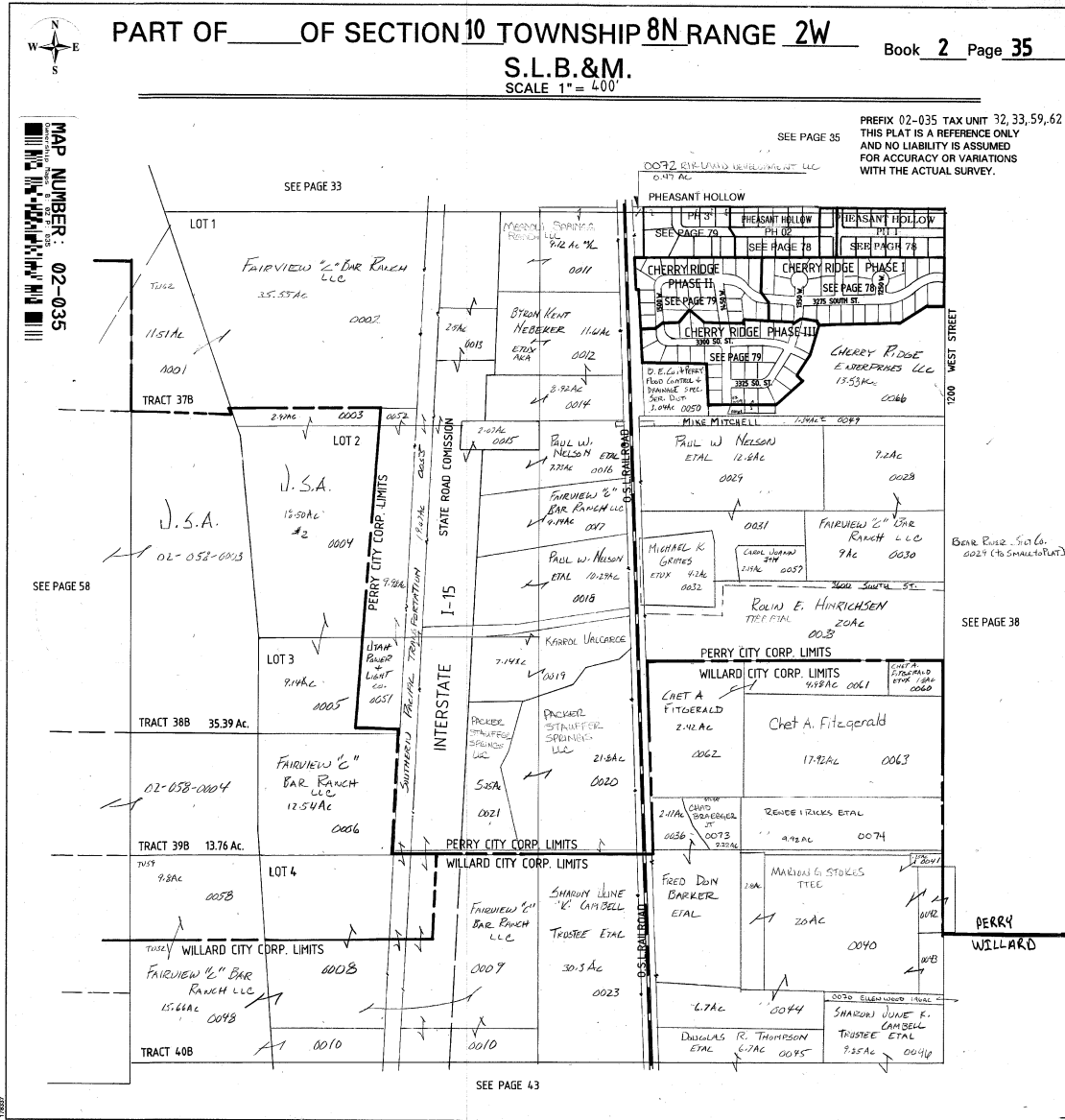
PART OF \_\_\_\_\_ OF SECTION 10 TOWNSHIP 8N RANGE 2W

Book 2 Page 35

S.L.B.&M.  
SCALE 1" = 400'

MAP NUMBER: 02-035

SEE PAGE 35  
PREFIX 02-035 TAX UNIT 32, 33, 59, 62  
THIS PLAT IS A REFERENCE ONLY  
AND NO LIABILITY IS ASSUMED  
FOR ACCURACY OR VARIATIONS  
WITH THE ACTUAL SURVEY.



This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.