

QUARTER SECTION LINE AND SOUTH 1235.94 FEET FROM THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING: THENCE SOUTH 51°36'51" EAST 32.98 FEET; THENCE SOUTHEASTERLY 135.27 FEET ALONG THE ARC OF A 300.00-FOOT RADIUS TANGENT CURVE TO THE LEFT (CENTER BEARS NORTH 38°23'09" EAST AND THE LONG CHORD BEARS SOUTH 64°31'52" EAST 134.12 FEET, THROUGH A CENTRAL ANGLE OF 25°50'02"); THENCE SOUTHEASTERLY 1093.05 FEET ALONG THE ARC OF A 900.00-FOOT RADIUS TANGENT REVERSE CURVE TO THE RIGHT (CENTER BEARS SOUTH 12°33'07" WEST AND THE LONG CHORD BEARS SOUTH 42°39'20" EAST 1027.10 FEET, THROUGH A CENTRAL ANGLE OF 69°35'07"); THENCE SOUTHEASTERLY 1022.95 FEET ALONG THE ARC OF A 715.00-FOOT RADIUS TANGENT REVERSE CURVE TO THE RIGHT (CENTER BEARS NORTH 82°08'14" EAST AND THE LONG CHORD BEARS SOUTH 48°50'57" EAST 937.91 FEET, THROUGH A CENTRAL ANGLE OF 81°58'23"); THENCE SOUTH 89°50'09" EAST 105.79 FEET; THENCE SOUTH 0°01'40" WEST 52.00 FEET; THENCE NORTH 89°50'09" WEST 3.80 FEET; THENCE NORTHWESTERLY 39.27 FEET ALONG THE ARC OF A 25.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CENTER BEARS NORTH 89°50'09" WEST AND THE LONG CHORD BEARS NORTH 44°50'09" WEST 35.36 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00"); THENCE NORTH 89°50'09" WEST 77.11 FEET; THENCE NORTHWESTERLY 1061.58 FEET ALONG THE ARC OF A 742.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT (CENTER BEARS NORTH 0°09'51" EAST AND THE LONG CHORD BEARS NORTH 48°50'57" WEST 973.33 FEET, THROUGH A CENTRAL ANGLE OF 81°58'23"); THENCE NORTHWESTERLY 502.29 FEET ALONG THE ARC OF AN 873.00- FOOT RADIUS TANGENT REVERSE CURVE TO THE LEFT (CENTER BEARS SOUTH 82°08'14" WEST AND THE LONG CHORD BEARS NORTH 24°20'44" WEST 495.39 FEET, THROUGH A CENTRAL ANGLE OF 32°57'56"); THENCE NORTHWESTERLY 58.34 FEET ALONG THE ARC OF A 60.00-FOOT RADIUS TANGENT COMPOUND CURVE TO THE LEFT (CENTER BEARS SOUTH 49°10'18" WEST AND THE LONG CHORD BEARS NORTH 68°41'08" WEST 56.07 FEET, THROUGH A CENTRAL ANGLE OF 55°42'52"); THENCE NORTHWESTERLY 136.50 FEET ALONG THE ARC OF AN 81.00-FOOT RADIUS TANGENT REVERSE CURVE TO THE RIGHT (CENTER BEARS NORTH 6°32'34" WEST AND THE LONG CHORD BEARS NORTH 48°15'57" WEST 120.91 FEET, THROUGH A CENTRAL ANGLE OF 96°33'13"); THENCE NORTHWESTERLY 58.34 FEET ALONG THE ARC OF A 60.00-FOOT RADIUS TANGENT REVERSE CURVE TO THE LEFT (CENTER BEARS NORTH 89°59'20" WEST AND THE LONG CHORD BEARS NORTH 27°50'46" WEST 56.07 FEET, THROUGH A CENTRAL ANGLE OF 55°42'52"); THENCE NORTHWESTERLY 331.32 FEET ALONG THE ARC OF AN 873.00-FOOT RADIUS TANGENT COMPOUND CURVE TO THE LEFT (CENTER BEARS SOUTH 34°17'48" WEST AND THE LONG CHORD BEARS NORTH 66°34'33" WEST 329.34 FEET, THROUGH A CENTRAL ANGLE OF 21°44'41"); THENCE NORTHWESTERLY 147.44 FEET ALONG THE ARC OF A 327.00-FOOT RADIUS TANGENT REVERSE CURVE TO THE RIGHT (CENTER BEARS NORTH 12°33'07" EAST AND THE LONG CHORD BEARS NORTH 64°31'52" WEST 146.19 FEET, THROUGH A CENTRAL ANGLE OF 25°50'02"); THENCE NORTH 51°36'51" WEST 32.95 FEET TO THE EAST LINE OF PLEASANT GROVE BLVD.; THENCE NORTH 38°18'48" EAST 27.00 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING:

A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE NE1/4NW1/4 AND THE NW1/4NE1/4 OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SLB&M, INCIDENT TO THE CONSTRUCTION OF AN EXPRESSWAY KNOWN AS PROJECT NO. MP-115-6. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY RIGHT OF WAY LINE OF 2000 WEST STREET OF SAID PROJECT, WHICH POINT IS 917.56 FEET N. 89°32'38"E. ALONG SAID SECTION LINE AND 389.87 FEET SOUTH AND 323.39 FEET S. 00°11'04"E. AND 18.77 FEET S. 84°25'52"W. TO A POINT 42.00 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE CONTROL LINE OF 2000 WEST STREET OF SAID PROJECT, OPPOSITE APPROXIMATE ENGINEERS STATION 58+81.97, FROM THE NORTH QUARTER CORNER OF SAID SECTION 31; AND RUNNING THENCE S. 84°25'52"W. 36.20 FEET; THENCE N. 00°52'30"E. 65.00 FEET; THENCE S. 89°31'42"E. 35.54 FEET TO SAID WESTERLY RIGHT OF WAY LINE OF 2000 WEST STREET; THENCE S. 00°23'18"W.

THENCE NORTH 34° 31' 31" EAST 336.67 FEET ALONG THE SOUTHEASTERLY LINE OF PLEASANT GROVE BOULEVARD; THENCE NORTH 31° 28' 29" EAST 366.84 FEET ALONG THE SOUTHEASTERLY LINE OF PLEASANT GROVE BOULEVARD; THENCE NORTH 88° 05' 02" EAST 38.91 FEET ALONG THE SOUTHEASTERLY LINE OF PLEASANT GROVE BOULEVARD; THENCE NORTH 38° 18' 48" EAST 40.98 FEET ALONG THE SOUTHEASTERLY LINE OF PLEASANT GROVE BOULEVARD; THENCE SOUTH 51° 41' 12" EAST 33.25 FEET; THENCE SOUTHEASTERLY 134.92 FEET ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE LEFT, (CENTER BEARS NORTH 38° 18' 48" EAST AND LONG CHORD BEARS SOUTH 64° 34' 13" EAST 133.78 FEET, WITH A CENTRAL ANGLE OF 25° 46' 02"); THENCE SOUTHEASTERLY 1,093.14 FEET ALONG THE ARC OF A 900.00 FOOT RADIUS CURVE TO THE RIGHT, (CENTER BEARS SOUTH 12° 32' 46" WEST AND LONG CHORD BEARS SOUTH 42° 39' 29" EAST 1,027.17 FEET, WITH A CENTRAL ANGLE OF 69° 35' 29"); THENCE SOUTHEASTERLY 696.20 FEET ALONG THE ARC OF A 715.00 FOOT RADIUS CURVE TO THE LEFT, (CENTER BEARS NORTH 82° 08' 15" EAST AND LONG CHORD BEARS SOUTH 35° 45' 25" EAST 669.02 FEET, WITH A CENTRAL ANGLE OF 55° 47' 21") TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PORTION OF PROPERTY CONVEYED TO PLEASANT GROVE CITY REDEVELOPMENT AGENCY BY THAT CERTAIN SPECIAL WARRANTY DEED RECORDED APRIL 23, 2008 AS ENTRY NO. 48055:2008 OF OFFICIAL RECORDS. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND, SITUATED IN THE SOUTH HALF OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

OK

BEGINNING AT A POINT WHICH IS LOCATED NORTH 89° 37' 36" EAST 1941.88 FEET ALONG THE QUARTER SECTION LINE AND SOUTH 1235.94 FEET FROM THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING: THENCE SOUTH 51° 36' 51" EAST 32.98 FEET; THENCE SOUTHEASTERLY 135.27 FEET ALONG THE ARC OF A 300.00-FOOT RADIUS TANGENT CURVE TO THE LEFT (CENTER BEARS NORTH 38° 23' 09" EAST AND THE LONG CHORD BEARS SOUTH 64° 31' 52" EAST 134.12 FEET, THROUGH A CENTRAL ANGLE OF 25° 50' 02"); THENCE SOUTHEASTERLY 1093.05 FEET ALONG THE ARC OF A 900.00-FOOT RADIUS TANGENT REVERSE CURVE TO THE RIGHT (CENTER BEARS SOUTH 12° 33' 07" WEST AND THE LONG CHORD BEARS SOUTH 42° 39' 20" EAST 1027.10 FEET, THROUGH A CENTRAL ANGLE OF 69° 35' 07"); THENCE SOUTHEASTERLY 1022.95 FEET ALONG THE ARC OF A 715.00-FOOT RADIUS TANGENT REVERSE CURVE TO THE RIGHT (CENTER BEARS NORTH 82° 08' 14" EAST AND THE LONG CHORD BEARS SOUTH 48° 50' 57" EAST 937.91 FEET, THROUGH A CENTRAL ANGLE OF 81° 58' 23"); THENCE SOUTH 89° 50' 09" EAST 105.79 FEET; THENCE SOUTH 0° 01' 40" WEST 52.00 FEET; THENCE NORTH 89° 50' 09" WEST 3.80 FEET; THENCE NORTHWESTERLY 39.27 FEET ALONG THE ARC OF A 25.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CENTER BEARS NORTH 89° 50' 09" WEST AND THE LONG CHORD BEARS NORTH 44° 50' 09" WEST 35.36 FEET, THROUGH A CENTRAL ANGLE OF 90° 00' 00"); THENCE NORTH 89° 50' 09" WEST 77.11 FEET; THENCE NORTHWESTERLY 1061.58 FEET ALONG THE ARC OF A 742.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT (CENTER BEARS NORTH 0° 09' 51" EAST, AND THE LONG CHORD BEARS NORTH 48° 50' 57" WEST 973.33 FEET, THROUGH A CENTRAL ANGLE OF 81° 58' 23"); THENCE NORTHWESTERLY 502.29 FEET ALONG THE ARC OF AN 873.00-FOOT RADIUS TANGENT REVERSE CURVE TO THE LEFT (CENTER BEARS SOUTH 82° 08' 14" WEST AND THE LONG CHORD BEARS NORTH 24° 20' 44" WEST 495.39 FEET, THROUGH A CENTRAL ANGLE OF 32° 57' 56"); THENCE NORTHWESTERLY 58.34 FEET ALONG THE ARC OF A 60.00-FOOT RADIUS TANGENT COMPOUND CURVE TO THE LEFT (CENTER BEARS SOUTH 49° 10' 18" WEST AND THE LONG CHORD BEARS NORTH 68° 41' 08" WEST 56.07 FEET, THROUGH A CENTRAL ANGLE OF 55° 42' 52"); THENCE NORTHWESTERLY 136.50 FEET ALONG THE ARC OF AN 81.00-FOOT RADIUS TANGENT REVERSE CURVE TO THE RIGHT (CENTER BEARS NORTH 6° 32' 34" WEST AND THE LONG CHORD BEARS NORTH 48° 15' 57" WEST 120.91 FEET, THROUGH A CENTRAL ANGLE OF 96° 33' 13"); THENCE NORTHWESTERLY 58.34 FEET ALONG THE ARC OF A 60.00-FOOT RADIUS TANGENT REVERSE CURVE TO THE LEFT (CENTER BEARS NORTH 89° 59' 20" WEST AND THE

*OK
TYPIST NOTE: THIS
"LESS AND EXCEPTING" IS
THE SAME AS THE FIRST
"LESS AND EXCEPTING" FROM
PARCEL 1*

LONG CHORD BEARS NORTH 27° 50' 46" WEST 56.07 FEET, THROUGH A CENTRAL ANGLE OF 55° 42' 52"); THENCE NORTHWESTERLY 331.32 FEET ALONG THE ARC OF AN 873.00-FOOT RADIUS TANGENT COMPOUND CURVE TO THE LEFT (CENTER BEARS SOUTH 34° 17' 48" WEST AND THE LONG CHORD BEARS NORTH 66° 34' 33" WEST 329.34 FEET, THROUGH A CENTRAL ANGLE OF 21° 44' 41"); THENCE NORTHWESTERLY 147.44 FEET ALONG THE ARC OF A 327.00-FOOT RADIUS TANGENT REVERSE CURVE TO THE RIGHT (CENTER BEARS NORTH 12° 33' 07" EAST AND THE LONG CHORD BEARS NORTH 64° 31' 52" WEST 146.19 FEET, THROUGH A CENTRAL ANGLE OF 25° 50' 02"); THENCE NORTH 51° 36' 51" WEST 32.95 FEET TO THE EAST LINE OF PLEASANT GROVE BOULEVARD; THENCE NORTH 38° 18' 48" EAST 27.00 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

ALSO, LESS AND EXCEPTING THEREFROM THAT PORTION OF PROPERTY CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION BY THAT CERTAIN WARRANTY DEED RECORDED MAY 21, 2010 AS ENTRY NO. 41841:2010 OF OFFICIAL RECORDS. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

OK

A PARCEL OF LAND IN FEE, BEING PART OF TWO (2) ENTIRE TRACTS OF PROPERTY, SITUATE IN THE NORTHEAST QUARTER OF NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SLB&M, INCIDENT TO THE CONSTRUCTION OF AN EXPRESSWAY KNOWN AS PROJECT NO. MP-I15-6. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TWO ENTIRE TRACTS AND THE EXISTING NORTHEASTERLY I-15 HIGHWAY RIGHT OF WAY AND NO ACCESS LINE WHICH POINT IS 856.68 FEET NORTH 89° 32' 26" EAST ALONG THE SECTION LINE AND 1190.42 FEET SOUTH FROM THE NORTH QUARTER CORNER OF SAID SECTION 31; AND RUNNING THENCE ALONG SAID EXISTING NO ACCESS LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES; (1) THENCE NORTH 49° 52' 10" WEST 897.44 FEET; (2) THENCE NORTH 49° 52' 10" WEST 619.24 FEET; (3) THENCE NORTH 42° 44' 49" WEST 361.25 FEET TO A POINT 169.70 FEET PERPENDICULARLY DISTANT NORTHEASTERLY FROM THE PROJECT MAINLINE CONTROL LINE, OPPOSITE APPROXIMATE ENGINEERS STATION 4204+66.07; THENCE SOUTH 46° 03' 46" EAST 482.44 FEET; THENCE SOUTH 49° 18' 52" EAST 284.68 FEET TO A POINT 135.00 FEET PERPENDICULARLY DISTANT NORTHEASTERLY FROM SAID CONTROL LINE, OPPOSITE APPROXIMATE ENGINEERS STATION 4197+00.02; THENCE SOUTH 49° 51' 46" EAST 951.00 FEET PARALLEL WITH SAID CONTROL LINE; THENCE NORTH 23° 58' 51" EAST 57.33 FEET; THENCE NORTH 30° 49' 07" EAST 187.64 FEET TO THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TWO TRACTS; THENCE SOUTH 00° 52' 30" WEST 323.04 FEET ALONG SAID EASTERLY BOUNDARY LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

Said property is also known by the street address of:
(No Situs - vacant land)
Pleasant Grove, UT

**SCHEDULE B - Section 1
Requirements**

The following are the requirements to be complied with:

1. Pay the agreed amounts for interest in the land and/or the mortgage or deed of trust to be insured.
2. Pay us the premiums, fees and charges for the policy. In the event the transaction for which this commitment is furnished cancels, a cancellation fee will be imposed.
3. Provide us with releases, reconveyances or other instruments, acceptable to us, including payment of any amounts due, removing the encumbrances shown in Schedule B-2 that are objectionable to the proposed insured.
4. 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.
5. The documents creating the interest to be insured must be signed, delivered and recorded.
6. You must tell us, in writing, the name of anyone not referred to in this Commitment who will receive an interest in, or who will make a loan secured by a deed of trust or mortgage secured by, the land described in this Commitment.
7. After we have received the information requested in these requirements, together with any other information about the transaction, we will have the right to add requirements to this Schedule B-1 or special exceptions to Schedule B-2.

**SCHEDULE B - Section 2
Exceptions**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

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.
2. 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 thereof.
3. Easements, claims of easements or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments and any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.

(The following Exceptions 8 thru 17 affects Parcel 1)

8. Taxes for the year 2018 now a lien, not yet due. General property taxes for the year 2017 were paid in the amount of \$ 81.70. Tax Parcel No. 14:060:0081.
9. The land is included within the boundaries of Pleasant Grove City, Timpanogos Special Service District and North Pointe Solid Waste Special Service District, and is subject to charges and assessments made thereby.
10. 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 4, 2011 as Entry No. 25858:2011 of Official Records.

11. Ordinance No. 2006-24, adopting the Pleasant Grove Gateway Community Development Project Area #1 Plan, recorded November 1, 2006 as Entry No. 146049:2006 of Official Records.
12. Reservations contained in that certain Warranty Deed (Controlled Access), recorded May 21, 2010 as Entry No. 41841:2010 of Official Records.
13. ~~An unrecorded Lease executed by John Q. Hammons, Trustee, as Lessor, and Scott Williams / Williamson Farms, as Lessee, as disclosed by Application for Assessment and Taxation of Agricultural Land recorded April 4, 2011 as Entry No. 25858:2011 of Official Records.~~
DISCUSSED WITH DUANE. DO NOT SHOW.
14. An easement over, across or through the Land for electric power transmission lines and related facilities, together with the right of access from adjacent land and restrictions contained therein and incidental purposes, as granted to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power by Instrument recorded October 14, 2011 as Entry No. 73657:2011 of Official Records.
15. Easement, for perpetual easements for public utilities and appurtenant parts, recorded October 27, 2016 as Entry No. 107859:2016 of Official Records.
16. Grant of Easement, in favor of the City of Pleasant Grove, Utah, for a storm drainage system, among other things, therein described, recorded November 8, 2016 as Entry No. 112585:2016 of Official Records.
17. ~~Vehicular access is limited to openings permitted by the Utah State Department of Transportation in accordance with Section 41-6a-714, Utah Code Annotated, as amended 2005.~~ **REUNDANT**

~~(The following Exceptions 18 thru 29 affects Parcel 2)~~

18. Taxes for the year 2018 now a lien, not yet due. General property taxes for the year 2017 were paid in the amount of \$ 125,750.04. Tax Parcel No. 14:054:0125.
19. ~~The land is included within the boundaries of Pleasant Grove City, Timpanogos Special Service District and North Pointe Solid Waste Special Service District, and is subject to charges and assessments made thereby.~~ **DUPLICATE**
20. ~~Ordinance No. 2006-24, adopting the Pleasant Grove Gateway Community Development Project Area #1 Plan, recorded November 1, 2006 as Entry No. 146049:2006 of Official Records.~~ **DUPLICATE**
21. Easements and reservations contained in a Final Order of Condemnation, recorded February 21, 1962 as Entry No. 2489 in Book 897 at Page 653 of Official Records.
22. Right of way and easement for the flow and maintenance of a ditch, as disclosed in various documents of record, including a Boundary Line Agreement, recorded October 16, 1995 as Entry No. 69777 in Book 3791 at Page 412 of Official Records.
23. Drainage easement and appurtenant parts and facilities, as disclosed in that certain Easement, recorded August 22, 2000 as Entry No. 65706:2000 of Official Records.
24. ~~Access to an expressway known as Project No. Mp I15-6, was released and relinquished to the Utah Department of Transportation, as disclosed by that certain Warranty Deed (Controlled Access), recorded May 21, 2010 as Entry No. 41841:2010 of Official Records.~~ **DUPLICATE**
25. Memorandum of Agreement, by and among the City of Pleasant Grove, a municipal corporation and political subdivision of the State of Utah, Pleasant Grove City Redevelopment Agency and the

Revocable trust of John Q, Hammons, dated December 28, 1989, as amended and restated, recorded May 20, 2011 as Entry No. 37956:2011 of Official Records.

- 26. Deed of Trust, Security Agreement and Fixture Filing dated December 1, 2011 by and between Jacqueline A. Dowdy and John J. Slaboch, Successor Trustees of the Revocable Trust of John Q. Hammons dated December 28, 1989, as amended and restated as Trustor in favor of Keystone Title Insurance Agency as Trustee and Pleasant Grove City Redevelopment Agency as Beneficiary, to secure an original indebtedness of \$18,383,000.00 and any other amounts or obligations secured thereby, recorded December 1, 2011 as Entry No. 86337:2011 of Official Records.

Modification to Deed of Trust, Security Agreement and Fixture Filing, recorded November 17, 2016 as Entry No. 116058:2016 of Official Records.

- 27. ~~Easement, for perpetual easements for public utilities and appurtenant parts, recorded October 27, 2016 as Entry No. 107859:2016 of Official Records.~~ **DUPLICATE**

- 28. ~~Grant of Easement, in favor of the City of Pleasant Grove, Utah, for a storm drainage system, among other things, therein described, recorded November 8, 2016 as Entry No. 112585:2016 of Official Records.~~ **DUPLICATE**

- 29. ~~Vehicular access is limited to openings permitted by the Utah State Department of Transportation in accordance with Section 41-6a-714, Utah Code Annotated, as amended 2005.~~ **DUPLICATE**

(The following exception affects Parcels 1 and 2)

- 30. The State Construction Registry discloses the following Preliminary Notice(s): None, within the past 12 months prior to the effective date herein.

The name(s) Jacqueline A. Dowdy and John J. Slaboch, individually and as Successor Trustees of The Revocable Trust Agreement of John Q. Hammons , has/have been checked for judgments, State and Federal tax liens, and bankruptcies and if any were found, are disclosed herein .

Title inquiries should be directed to Christian J. Lane @ (312)917-7265.

NOTE: The policy(ies) to be issued as a result of this Commitment contain an Arbitration Clause set forth in the Conditions/Conditions and Stipulations Section. The following is included for the information of the proposed insured(s):

Any matter in dispute between you and the company may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Association or other recognized arbitrator, a copy of which is available on request from the company. 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.

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

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company National Commercial Services
560 South 300 East, Salt Lake City, UT 84111
Phone: | Fax:

Kirkland & Ellis LLLP
Attn: Robert Parizek
300 N La Salle Dr

Chicago, IL 60654-3405

March 5, 2018
Order Number: NCS-897500-99-CHI2
Ref No. Site No. 99 - Undeveloped Embassy
Suite Site & Lan

Additional copies, if any, have been sent to the following parties:

RE: Proposed Owner/Applicant: To Be Determined

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

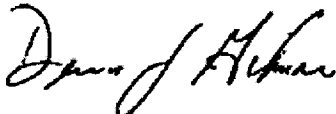
Our obligation under this commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-1.
- The Exceptions in Schedule B-2.
- The Conditions on the inside cover page.

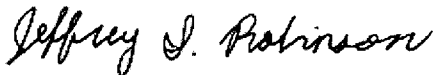
The Commitment is not valid with out SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

Underwritten by:

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

CONDITIONS

1. **DEFINITIONS**

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. **LATER DEFECTS**

The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements are met. We shall have no liability to you because of this amendment.

3. **EXISTING DEFECTS**

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. **LIMITATION OF OUR LIABILITY**

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying this Commitment when you acted in good faith to:

comply with the Requirements

or

eliminate with our written consent any Exceptions shown in Schedule B

We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. **CLAIMS MUST BE BASED ON THIS COMMITMENT**

Any claims, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms



PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

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

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from public records or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our web site at www.firstam.com.

Types of Information

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

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

Use of Information

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

Former Customers

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

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products and services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

©2001 The First American Corporation - All Rights Reserved