

2.

File Number: 122785-CAF

- update -Ist Amended

### COMMITMENT FOR TITLE INSURANCE

130/2020 SCHEDULE A

1. Commitment Date: February 4, 2020 at 7:30AM

Proposed Insured: CW Land Co., LLC, a Utah limited liability company	Policy	(or Policies) to be issued:	Policy Amount	Premium
Proposed Insured: A natural person or legal entity to be determined	(a)	Proposed Insured:	\$3,500,000.00	\$11,829.00
(c) Endorsements:	(b)	Proposed Insured:	\$1,000.00	\$240.00
	(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:
  - Centerville Mobile Estates LC, a Utah limited liability company
- 5. The Land referred to in this Commitment is situated in the County of Davis, State of Utah, and is described as follows:

#### See Exhibit A attached hereto

NOTE: Parcel Identification Number: 02-024-0027 (for reference purposes only)

The Land described herein also known by the street address of:

555 North 400 West Centerville, UT 84014

## **Cort Ashton**



Commercial Escrow Officer

1996 East 6400 South, Suite 120, Salt Lake City, UT 84121

Office: 801 277 9999 | Direct: 801 424 6415 | Email: cort@cottonwoodtitle.com

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

Cort Ashton Utah State License Number: UT 86794

This page is only a part of a 2016 ALTA<sup>®</sup> Commitment for Title Insurance issued by Commonwealth Land 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.

Form 81C165A

ALTA Commitment for Title Insurance (8-1-16) - Schedule A



#### 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 Commonwealth Land Title Insurance Company, its underwriter.

#### NOTICE TO APPLICANT

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

- 1. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's policy shall be issued for not less than (1) the amount of the current sales price of the Land and any existing improvements appurtenant thereto, or (2) if no sale is to be made, the amount equal to the value of the Land and any existing improvements at the time of issuance of the policy. A Loan policy shall be for not less than (a) the full principal amount of the indebtedness secured by the insured mortgage and may include up to 20% in excess thereof to cover foreclosure costs, etc., or (b) if the indebtedness is secured by other collateral, then for not less than the unencumbered value of the Land or the amount of the loan, whichever is the lesser. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
- 2. The Company requires for its review a satisfactory copy of the "Operating Agreement" and the regulations of the Centerville Mobile Estates, L.C., and any amendment thereof, a certificate of good standing, and satisfactory evidence of authority of the officers, managers or members to execute the documents.
- 3. Special Warranty Deed from Centerville Mobile Estates LC, a Utah limited liability company vesting fee simple title in CW Land Co., LLC, a Utah limited liability company.
- 4. Mortgage or Deed of Trust from CW Land Co., LLC, a Utah limited liability company to secure your loan.
- 5. Release of that certain Notice of Interest shown herein as Exception No(s). 17.
- 6. Underwriter approval from Commonwealth Land Title Insurance Company. Additional documentation may be requested by Cottonwood Title Insurance Agency, Inc. and/or Commonwealth Land Title Insurance Company.
- 7. Exception No. 1 ("Taxes or special assessments which are not shown as existing liens by the public records") of this commitment may be deleted if at the time of closing, the Company can ascertain that all taxes and assessments are paid, that there are no pending proceedings to create or confirm a special assessment on the Land and that there is no work that may result in an assessment lien.Comment: In order to delete this exception, the Company requires proof that there is no work or proceeding that may result in assessments, and no possible rollback or supplemental taxes due to failure to assess the Land or improvements or due to change in use.

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File Number: 122785-CAF



#### SCHEDULE B PART I - REQUIREMENTS (Continued)

- 8. Provided the Land is not one-to-four family residential land, Exception No. 2 ("Rights or claims of parties in possession not shown by the public records") of this commitment may be deleted if the Company makes a satisfactory inspection for its sole benefit and if the Company is furnished, prior to closing, with a satisfactory affidavit executed by the owner of the Land identifying the Land and stating that no one is in possession of the Land other than said owner and the tenants of said owner. If there are tenants, their names and form of leases must also be indicated. The Company may except in the Policy to any such tenancy or other matter that is a product of this requirement.
- 9. Exception No. 3 ("Easements or claims of easements not shown by the public records") and Exception No. 4 ("Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the land") of this commitment may be deleted upon review and examination by this Company, prior to closing, of a satisfactory current Certificate of Survey of the land duly certified by a satisfactory registered land surveyor, and stating that it was made either in accordance with the "Minimum Standard Detail National Requirements for ALTA/NSPS Land Title Surveys as adopted by the American Land Title Association and the American Congress on Surveying & Mapping" or in accordance with the State Land and Survey Standards. The Company may except in the Policy to any item that is a product of this requirement.
- 10. Exception No. 6 ("Any lien, or right of a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records") of this commitment may be deleted if the Company receives satisfactory final Affidavits, verification that all funds have been disbursed and all bills paid, list of all materialmen, subcontractors, and contractors, indemnities and audited financial statements if appropriate, proof of final payment and waiver of liens, and determination that any new loan is not a construction loan, if applicable. The Company may, at its option, require an inspection of the Land. At the time the Company is furnished these items, the Company may make additional requirements or exceptions.

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File Number: 122785-CAF



#### 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. Taxes or assessments which are now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessment on real property or by the Public Records.
- 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, or claiming to be in possession, thereof.
- 3. Easements, liens, encumbrances, or claims of easements, liens or encumbrances which are 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 that are 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 liens, or right to a lien, for services, labor or materials theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 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.

Taxes for the year 2020 are accruing as a lien not yet due and payable under Parcel No. 02-024-0027. Taxes for the year 2019 have been paid in the amount of \$16,571.99 under Parcel No. 02-024-0027.

The herein described Land is located within the boundaries of Centerville City, Weber Basin Water Conservancy District, Davis County Mosquito Abatement District, South Davis Sewer Improvement District, South Davis Recreation District, South Davis Metro Fire District, and is subject to any and all charges and assessments levied thereunder.

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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File Number: 122785-CAF

#### SCHEDULE B PART II - EXCEPTIONS (Continued)

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.

Claim, right, title or interest to water or water rights whether or not shown by the Public Records.

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.

The Land described in Schedule A shall <u>not</u> be deemed to include any manufactured homes or dwellings, modular homes or dwellings, mobile homes or dwellings, and/or house trailers of any type which may be located on said Land or any portion thereof.

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 September 13, 1972, as Entry No. <u>369975</u>, in Book 498, at Page 665.

Right of Way and Easement Grant (Condominium-Mobile Home), in favor of Mountain Fuel Supply Company, to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes, and other gas transmission and distribution facilities and incidental purposes, through and across a portion of the subject Land. Said Right of Way and Easement Grant recorded December 5, 1972, as Entry No. <u>373619</u>, in Book 505, at Page 398.

Notice of Interest wherein Lani Christensen claims an interest in said Land pursuant to a Promissory Note dated May 24, 2018 between Lani Christensen and Cecelia Foxley, recorded May 24, 2018 as Entry No. 3095015 in Book 7022 at Page 105.

Rights of tenant(s) in the Land, if any, and rights of all parties claiming by, through or under said tenant(s).

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 Surveys) may disclose.

The rights of the Utah Department of Transportation, Centerville City, and/or their agencies to limit or control access to the Frontage Road abutting the Westerly boundary of the Land.

**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:

#### CW Land Co., LLC, a Utah limited liability company



#### Centerville Mobile Estates LC, a Utah limited liability company

Your order has been assigned to CORT ASHTON for a full service escrow. For questions concerning the escrow, please contact Cottonwood Title Insurance Agency, Inc. at 801 277 9999.

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19 Surxmat: PEPG Consulting 3-24-20 1257.2011 DWG Robert Law, Lic# 9679988 9. Areas marked Zone x as shown b. Existing fence line along the Easterly Portion. (Does not appear to mark boundary line)

Surxiant: PEPE Consultance 3-2420 1557.201/ DWC 11/1 9. Amos materal Zanex as shrain b. Existing fance line along the Easterly Pattion (Iros ant appear to Mark bearding line)



#### SCHEDULE B PART II - EXCEPTIONS (Continued)

# 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.

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#### EXHIBIT A LEGAL DESCRIPTION

Beginning on the West line of a platted street (the East line of Block 1, Big Creek Plat, Centerville Townsite Survey) at a point South 66.0 feet and West 911.19 feet and South 00°03'30" West 1986.77 feet and South 89°51'40" West 33.0 feet from the North quarter corner of Section 7, Township 2, North, Range 1 East, Salt Lake Meridian, in the City of Centerville and running thence North 00°03'30" East along the West line of said street 253.0 feet, more or less, to a point on the Southerly line of Applewood Estates Plat I according to the official plat thereof on file in the office of the Davis County Recorder as Entry No. 491633; thence along said Southerly line North 89°38'30" West 1201.04 feet, more or less, to the Easterly line of a frontage road, 40.0 feet perpendicularly distant Northeasterly from the centerline thereof; thence South 31°18' East 307.70 feet along said frontage road to a point South 89°51'40" West of the point of beginning; thence North 89°51'40" East 1040.91 feet to the point of beginning.

USE Surveylegal (next page)

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REDEVELOPMENT AGENCY OF CENTERVILLE CITY PARCEL: 021840003

## LEGAL DESCRIPTION

Beginning on the West line of a platted street (the East line of Block 1, Big Creek Plat, Centerville Townsite Survey) at a point South 66.0 feet and West 911.19 feet and South 00°03'30" West 1986.77 feet and South 89°51'40" West 33.0 feet from the North quarter corner of Section 7, Township 2 North, Range 1 East, Salt Lake Meridian, in the City of Centerville and running thence North 00°03'30" East along the West line of said street 253.0 feet, more or less, to a point on the Southerly line of Applewood Estates Plat I according to the official plat thereof on file in the office of the Davis County Recorder as Entry No. 491633; thence along said Southerly line North 89°38'30" West 1201.04 feet, more or less, to the Easterly line of a frontage road, 40.0 feet perpendicularly distant Northeasterly from the centerline thereof; thence South 31°18' East 307.70 feet along said frontage road to a point South 89°51'40" West of the point of beginning; thence North 89°51'40" East 1040.91 feet to the point of beginning.

## SURVEY DESCRIPTION

Beginning at a point on the westerly right of way of 400 West Street; said point being the southwest corner of Applewood Estates Plat I, Recorded No. 4916633; said point also being South, 1810.21 feet and West, 3560.01 feet from the Northeast Corner of Section 7, Township 2 North, Range 1 East, Salt Lake Base and Meridian; and running thence South, along said westerly right of way line of 400 West Street, 254.30 feet to a point on the northerly boundary line of the Centerville Corporate Park, Entry No. 1595245; thence South 89°46'44" West, along said northerly boundary line, 1048.47 feet to a point on the easterly right of way line of a Frontage Road; thence along said easterly right of way line the following two (2) courses: North 32°39'47" West, 289.95 feet to a point on a 778.51 foot radius curve to the right; thence 16.41 feet along said curve through a central angle of 01°12'28" (chord bears North 32°03'33" West, 16.41 feet) to a point on the southerly boundary line of said Applewood Estates Plat I; thence North 89°59'01" East, along said southerly boundary line, 1213.65 feet to the point of beginning.

Contains: 6.66 Acres

## SURVEYORS CERTIFICATE

To: CW Land Co., LLC, a Utah limited liability company, Commonwealth Land Title Insurance Company, and Cottonwood Title Insurance Agency, Inc.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA

, LLC	JRVEY	WEST	UT 84014	SURVEY\ALTA-01	DRAWING FILE	
CW LAND CO.,	ALTA/NSPS SURVEY	555 NORTH 400 WEST	CENTERVILLE, UT	MARCH 24, 2020   1257.2011\DWG	LAST REVISED PROJECT NUMBER	
CE	N TL	ER city	VIL	LE		

### Abstract- Serial Number: 02-024-0027

Abstract			
Serial Number:	02-024-0027		
Tax District:	8		
Exempt:	No		
Tax Name & Address for Tax Year ADDYR:	CENTERVILLE MOBILE ESTATES LC 265 SOUTH 300 EAST CENTERVILLE, UT 8401400000		£71130
Situs Address:	555 N 400 WEST CENTERVILLE 84014		
Parcel Dates:	01/01/1979 to		
Acres:	6.633		
Dedication Plat			
Plat: null			
Parent / Child	Nothing	New	
Legal Description			

BEG ON W LINE OF PLATTED STR (THE E LINE OF BLK 1, BC PLAT, CENTERVILLE TS SURVEY) S 66 FT & W 911.19 FT & S 0^03'30" W 1986.77 FT & S 89^51'40" W 33 FT FR N 1/4 COR OF SEC 7-T2N-R1E, SLM; TH N 0^03'30" E 253 FT ALG W LINE OF SD STR; TH N 89'38'30" W 1201.04 FT, M/L, TO E'LY LINE OF A FRONTAGE RD 40 FT PERP'LY DISTANT NE'LY FR CENTER LINE THEREOF; TH S 31^18' E 307.70 FT ALG SD FRONTAGE RD TO A PT S 89^51'40" W OF POB; TH N 89^51'40" E 1040.91 FT TO THE POB. CONT. 6.633 ACRES

Party	КОІ	Entry Number	Book & Page	Inst.Date	Rec.Date & Time	Consideration	Vesting Doc.	See Also	XRefs (Book & Page)
Grantor: CHRISTENSEN, LANI Grantee: TO WHOM IT MAY CONCERN NORTH AMERICAN TITLE LLC NORTH AMERICAN TITLE LLC	NOTICE OF INTEREST	3095015	7022-105	05/24/2018	05/24/2018 10:46	\$0.00		0	
Grantor: SOUTH DAVIS METRO FIRE SERVICE AREA Grantee: BOUNTIFUL Grantee: WEST BOUNTIFUL Grantee: NORTH SALT LAKE Grantee: CENTERVILLE Grantee: WOODS CROSS Grantee: DAVIS COUNTY SOUTH DAVIS METRO FIRE SERVICE SOUTH DAVIS METRO FIRE SERVICE	CERTIFICATE	2911949	6419-53	12/18/2015	12/23/2015 08:21	\$0.00		10010001	
Grantor: V S HARRISON AND ASSOCIATES Grantee: CENTERVILLE MOBILE ESTATES LC RULON K HARRISON RULON K HARRISON	QUIT CLAIM DEED	2748854	5794-134 9	06/13/2013	06/19/2013 16:08	\$10.00	У	0	
SOUTH DAVIS RECREATION DIST, SOUTH DAVIS RECREATION DIST, Grantee: SOUTH DAVIS RECREATION SPECIAL SERVICE DISTRICT, Grantor: DAVIS COUNTY	RESOLUTION	2017602	3623-114 4	06/15/2004	09/14/2004 04:36	\$0.00		10040001	

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DAVIS La	yton District	SD	068601343	2006-11-21		CENTERVILLE MO	OBILE			DEF	View
DAVIS	irmington istrict	SD	068700033	2006-11-21		CENTERVILLE M ESTATES LC	OBILE			DEF	View

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County	Court Loc	ation	Case Type	Case Number	Filing Da	ate First Name	Last Na	me Birth Date	Party Code	Case History / Documents

No matching record is found.

# No match found

PACER Service Center									
Transaction Receipt									
05/08/2020 09:22:39									
PACER Login:	ct0357:2530952:0	Client Code:							
Description:	Search	Search Criteria:	LName: centerville mobile estates						
Billable Pages:	1	Cost:	0.10						

Notice

Entry #:

4335533

**Building Permit** 

Entry #:

2896581

02:42:46 PM

07/03/2012

12:45:09 PM

#### UTAH STATE CONSTRUCTION REGISTRY

#### View a Project by Parcel Number To improve your search, use multiple variations of the same parcel number such as with dashes, colons, and with only numbers. Example: Search for all of these at the same time 12-1234-1234, 12:1234:1234, 1212341234. County: Davis • Parcel Numbers: REQUIRED 020240027, 02-024-0027, 02:024:0027 Don't know your parcel number? Click here. We found: 3 record(s). Viewing 1 through 3 on 05/08/2020 Print Current Page Search Results Hired By Action Notice of Filing Date Parcel / County Project Address Owner Name Contractor Filed For CENTERVILLE CENTERVILLE **Building Permit** 08/02/2018 02-024-0027 Davis CITY 09:25:04 AM 555 N 400 W UNIT MOBILE Entry #: Filed by: 8 ESTATES LC 6464037 uibrian Centerville City, UT JP Electrical Leona Jp Electrical 020240027 Davis Leona Tingey Preliminary 05/11/2015

\*\*Some counties require the dashes for the parcel number to be unique: Kane, Millard, Sevier, Summit and Washington. Example A1-123-12 is not the same Parcel Number as A1-1231-2

**VSHARRISON S&S** 

ROOFING

INC

ASSOCIATES

555 N. 400 W. #28

Centerville City, UT

555 N 400 W #24

Centerville City, UT

02-024-0027 Davis UNIT 24

Tingey

Show

Description

LC

Filed by:

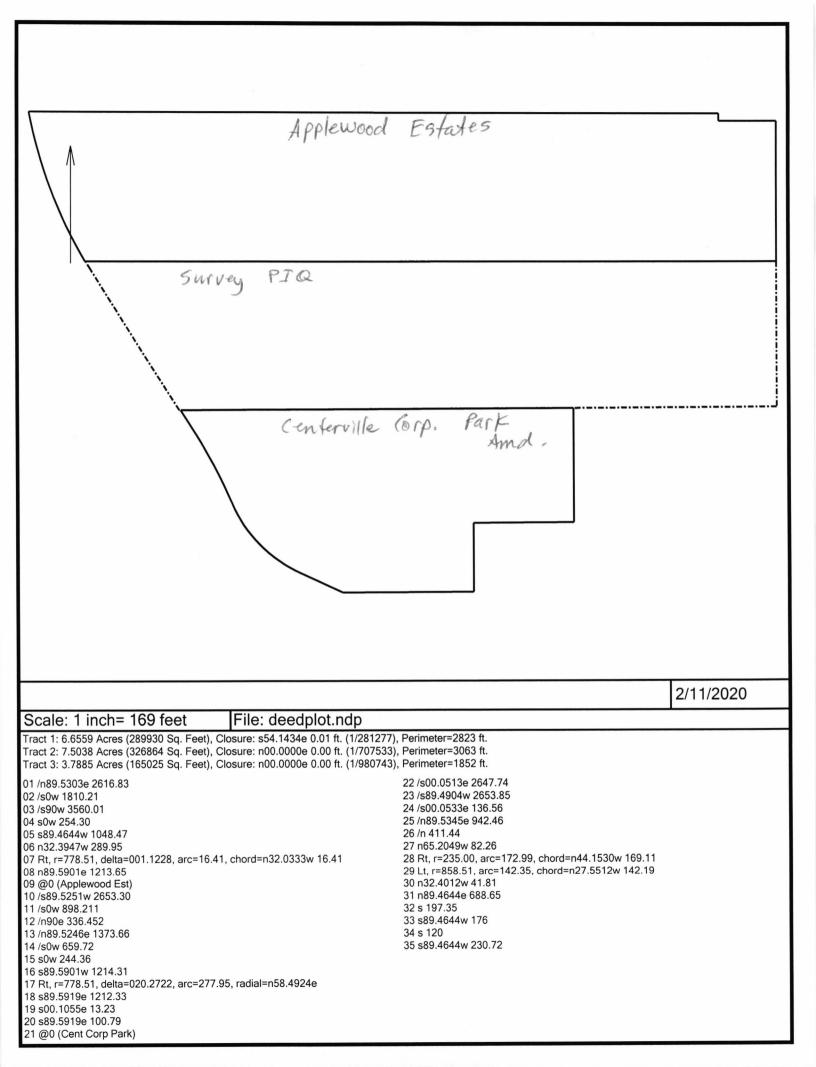
CENTERVILLE

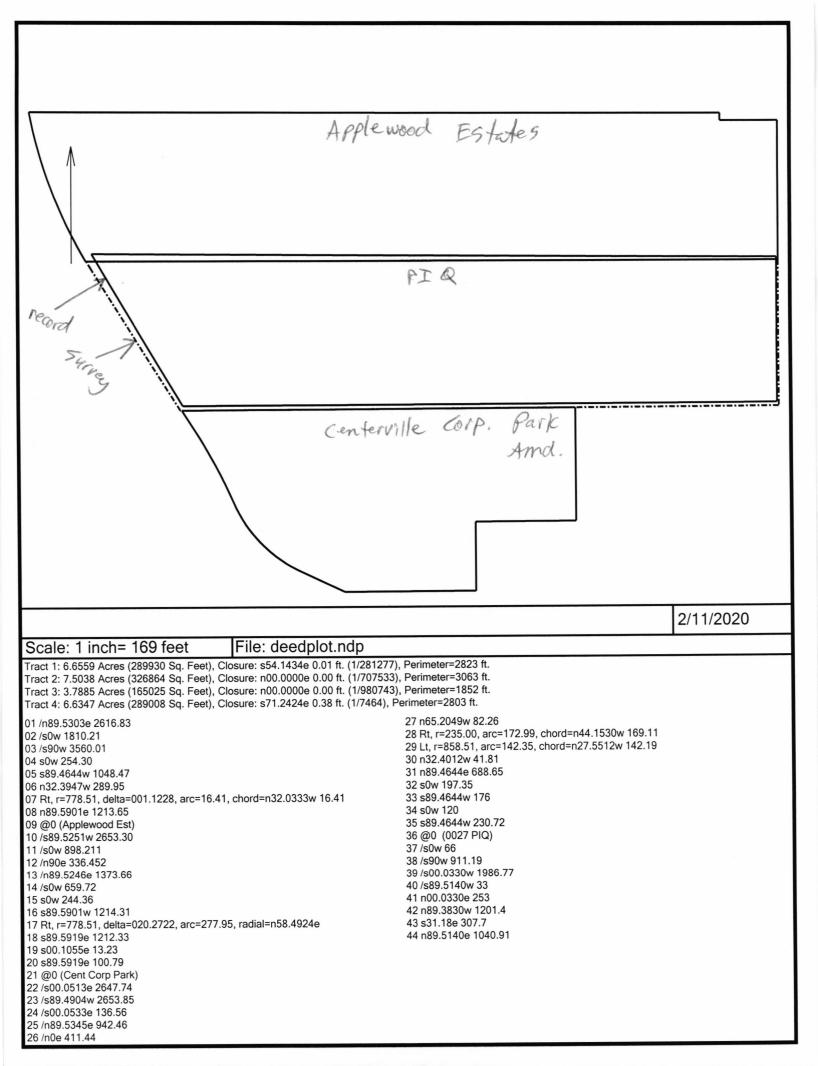
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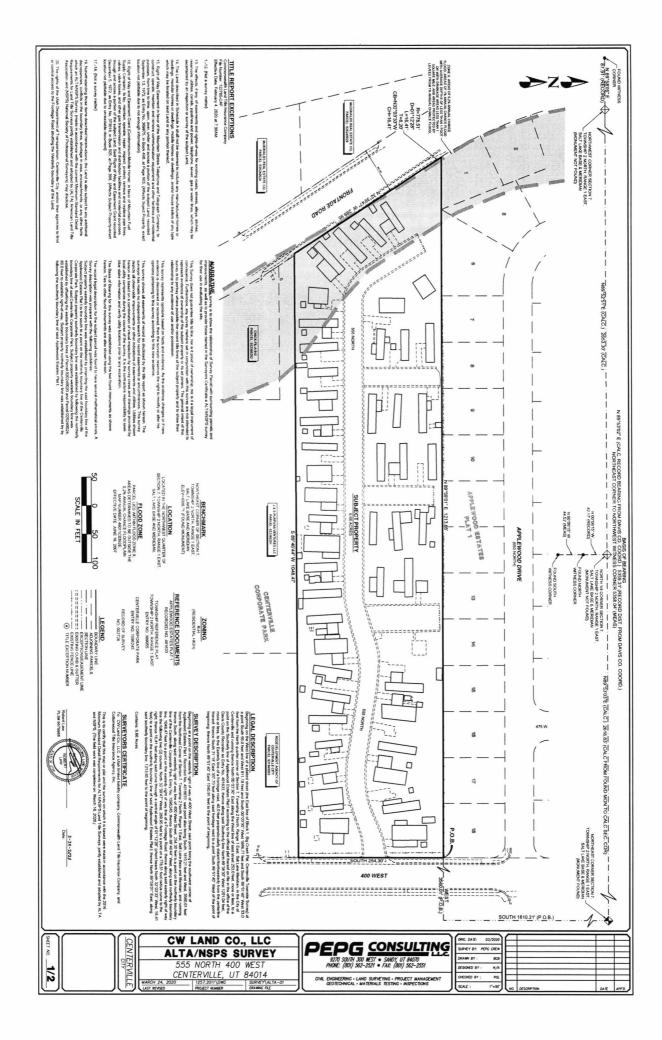
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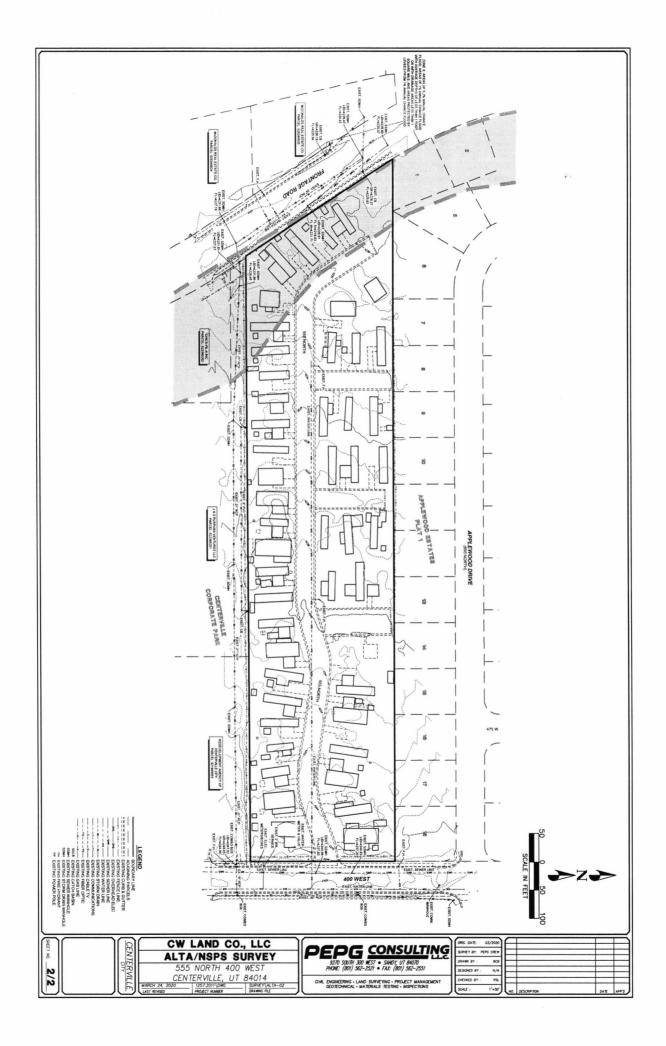
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