

Commitment Number: 132047



8899 South 700 East
Suite 125
Sandy, UT 84070
P: (801) 545-7919
F: (801) 545-7910

Escrow Officer: Michelle Harris mharris@suretyutah.net
Escrow Assistant: Heidi Combe heidi@suretyutah.net

PROPERTY INFORMATION:

McKee - Farms Phase 2, UT

SELLING AGENT

To be Determined
UT

LENDER

To be Determined

Contact:

BUYER/BORROWER:

Bowler Properties

SELLER/OWNER:

McKee Farms LLC

First American Title Insurance Company



First American Title™

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment

FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

In Witness Whereof, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

Surety Title Agency
9978 South Redwood Road
South Jordan, UT 84095

Dennis J. Gilmora
President

Jeffrey S. Robinson
Secretary

(This Commitment is valid only when Schedules A and B are attached) **This jacket was created electronically and constitutes an original document**

Copyright 2006-2009 American Land Title Association. All rights reserved. The use of this form 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.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*



Surety Title Agency
Phone: (801) 545-7919
Fax: (801) 545-7910

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

File No. 132047

1st Amendment

ESCROW/CLOSING INQUIRES should be directed to your Escrow Officer: Michelle Harris located at 8899 South 700 East, Suite 125, Sandy, UT 84070

1. **Effective Date:** July 18, 2016 at 7:30 A.M.

2. **Policy or Policies To Be Issued:**

Amount of Insurance

(a) ALTA Owner's 2006 (Standard)

**Amount
Premium**

Proposed Insured:
Bowler Properties

(b) ALTA Loan 2006 (Standard)

**Amount
Premium**

Proposed Insured:
To be Determined

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

Fee Simple

4. **Title to said estate or interest in said land is at the effective date hereof vested in:**

McKee Farms II, LLC , My 3 Sons, LLC and Colby Jack Olsen and Brian Blain Olsen as joint tenants

5. **The land referred to in this Commitment is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO

For information purposes only, the property address is purported to be:

McKee - Farms Phase 2, UT

First American Title Insurance Company



EXHIBIT A
LEGAL DESCRIPTION

McKee Farms Phase 2 Boundary

Beginning at a point on the Westerly Right-of-Way Line of 2700 West Street, said point being South 89°59'08" West 40.00 feet from the South Quarter Corner of Section 16, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 89°59'08" West 1,216.62 feet to along and the Northerly Boundary Line of Palomino Cove Subdivision to the Easterly Boundary Line of the Utah Lake Distribution Canal;
thence North 04°33'50" East 664.87 feet along the Easterly Boundary Line of said Utah Lake Distribution Canal;
thence Northeasterly 174.73 feet along the arc of a 350.50 foot radius curve to the right (center bears South 85° 26'10" East and the chord bears North 18°50'43" East 172.93 feet with a central angle of 28°33'46") along the Easterly Boundary Line of said Utah Lake Distribution Canal;
thence North 33°07'36" East 106.44 feet along the Easterly Boundary Line of said Utah Lake Distribution Canal;
thence Northeasterly 215.93 feet along the arc of a 549.50 foot radius curve to the left (center bears North 56° 52'24" West and the chord bears North 21°52'10" East 214.54 feet with a central angle of 22°30'52") along the Easterly Boundary Line of said Utah Lake Distribution Canal;
thence North 10°36'44" East 209.04 feet along the Easterly Boundary Line of said Utah Lake Distribution Canal to the Southerly Boundary Line of Majestic Heights No. 2 Subdivision;
thence North 89°21'33" East 251.64 feet along the Southerly Boundary Line of said Majestic Heights No. 2 Subdivision;
thence South 89°39'44" East 277.12 feet along the Southerly Boundary Line of said Majestic Heights No. 2 Subdivision;
thence North 89°54'04" East 194.61 feet along the Southerly Boundary Line of said Majestic Heights No. 2 Subdivision;
thence North 89°38'13" East 215.14 feet along the Southerly Boundary Line of said Majestic Heights No. 2 Subdivision to the Westerly Right-of-Way Line of 2700 West Street;
thence South 00°00'31" West 480.68 feet along the Westerly Right-of-Way Line of said 2700 West Street to the Northerly Boundary Line of McKee Farms Phase 1 Subdivision;
thence North 89°59'29" West 297.00 feet along the Northerly Boundary Line of McKee Farms Phase 1 Subdivision to the Northwest Corner of said McKee Farms Phase 1 Subdivision;
thence South 00°00'31" West 512.00 feet along the Westerly Boundary Line of McKee Farms Phase 1 Subdivision and its extension;
thence South 89°59'29" East 297.00 feet to the Westerly Right-of-Way Line of 2700 West Street;
thence South 00°00'31" West 320.29 feet along the Westerly Right-of-Way Line of said 2700 West Street
thence South 44°59'08" West 9.90 feet
thence South 00°00'52" East 2.72 feet to the point of beginning.

Contains 1,325,638 Square Feet or 30.433 Acres

First American Title Insurance Company

Copyright 2006-2009 American Land Title Association. All rights reserved.
The use of this Form 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.

File No. 132047
SN1 ALTA Commitment Sch A

Page 2 of 2

AMERICAN
LAND TITLE
ASSOCIATION



**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART I**

File No. 132047

1st AMENDED

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, the minimum cancellation fee will be \$100.00.
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.
8. 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.
9. 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.

First American Title Insurance Company

Copyright 2006-2009 American Land Title Association. All rights reserved.
The use of this Form 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.

File No. 132047

SN ALTA Commitment Sch B I

Page 1 of 1



**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II**

File No. 132047

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

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. 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.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
5. 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.
6. (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.
7. 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.

Exceptions 1-7 will be omitted on extended coverage loan policy

8. Taxes for the year 2016 now a lien, not yet due. Tax Parcel No. 27-16-376-022
General property taxes for the year 2015 were paid.

Taxes for the year 2016 now a lien, not yet due. Tax Parcel No. 27-16-376-021
General property taxes for the year 2015 were paid.

Taxes for the year 2016 now a lien, not yet due. Tax Parcel No. 27-16-376-025
General property taxes for the year 2015 were paid.

Taxes for the year 2016 now a lien, not yet due. Tax Parcel No. 27-16-376-026
General property taxes for the year 2015 were paid.

Taxes for the year 2016 now a lien, not yet due. Tax Parcel No. 27-16-376-019
General property taxes for the year 2015 were paid.

Taxes for the year 2016 now a lien, not yet due. Tax Parcel No. 27-16-376-020
General property taxes for the year 2015 were paid.

First American Title Insurance Company



COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II

Taxes for the year 2016 now a lien, not yet due. Tax Parcel No. 27-16-376-006
General property taxes for the year 2015 were paid.

Taxes for the year 2016 now a lien, not yet due. Tax Parcel No. 27-16-376-018
General property taxes for the year 2015 were paid.

9. 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 15, 1978 as Entry No. 3211560 in Book 4786 at Page 1389 of Official Records.
10. An easement over, across or through the land for sewer pipelines and incidental purposes, as granted to South Valley Sewer District, a body politic of the State of Utah by Instrument recorded October 04, 2001 as Entry No. 8021038 in Book 8508 at Page 831 of Official Records.
11. An easement over, across or through the land for sewer pipelines and incidental purposes, as granted to South Valley Sewer District, a body politic of the State of Utah by Instrument recorded October 04, 2001 as Entry No. 8021043 in Book 8508 at Page 848 of Official Records.
12. Temporary Construction Easement granted to South Jordan City in that Easement recorded August 24, 2015 as Entry No. 12118540 in Book 10355 at Page 1983 of Official Records.
13. Perpetual Slope Easement granted to South Jordan City in that Easement recorded August 24, 2015 as Entry No. 12118541 in Book 10355 at Page 1985 of Official Records.
14. Temporary Construction Easement granted to South Jordan City in that Easement recorded August 24, 2015 as Entry No. 12118590 in Book 10355 at Page 2083 of Official Records.
15. Perpetual Slope Easement granted to South Jordan City in that Easement recorded August 24, 2015 as Entry No. 12118591 in Book 10355 at Page 2085 of Official Records.
16. Sanitary Sewer Easement granted to South Valley Sewer District in that Easement recorded October 13, 2015 as Entry No. 12150151 in Book 10369 at page 8097 of Official Records
17. Easement granted to South Valley Sewer District in that Easement recorded March 24, 2016 as Entry No. 12245796 in Book 10414 at page 1563 of Official Records
18. A right of way for road and incidental purposes over and across the Easterly portion of said land, being within the boundaries of 2700 West Street.
19. The right of the public to cross over, through and upon that portion of the subject property lying within 2700 West Street.
20. Easements and rights of way associated with a canal running over and across or adjacent to the subject property.

First American Title Insurance Company



COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II

21. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
22. Items as disclosed on the ALTA/ACSM Land Title Survey as prepared by Ensign Engineering printed January 9, 2015 as Project No. 6348.
23. A Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:
- | | |
|--------------|---------------------|
| Amount: | \$1,500,000.00 |
| Dated: | December 17, 2015 |
| Trustor: | McKee Farms II, LLC |
| Trustee: | Surety Title Agency |
| Beneficiary: | RL Communities, Inc |
| Recorded: | December 21, 2015 |
| Entry #: | 12192200 |
| Book/Page.: | 10389/3745 |

The name(s) McKee Farms II, LLC, My 3 Sons, and Colby Olsen and Brian Olsen, has/have been checked for judgments, State and Federal tax liens, and bankruptcies and if any were found, are disclosed herein.

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.

First American Title Insurance Company





Privacy Information

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 subsidiaries 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 that 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 a public record 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.

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 service 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 the 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 to you.

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 or 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.

Information Obtained Through Our Web Site

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Surety Title Agency Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Surety Title Agency.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Rev. 08/28/01

