

COMMITMENT FOR TITLE INSURANCEIssued by
CHICAGO 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, Chicago Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.



Authorized Countersignature

Cottonwood Title Insurance Agency, Inc.

Salt Lake City, Utah

File No.: 110131-TTF

CHICAGO TITLE INSURANCE COMPANYBy: 

President

ATTEST



Secretary

COMMITMENT CONDITIONS**1. DEFINITIONS**

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

- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; [and]
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

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

COMMITMENT CONDITIONS
(Continued)

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

COTTONWOOD TITLE INSURANCE AGENCY, INC. PRIVACY POLICY

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 a consumer with a nonaffiliated third party unless the institution provides the consumer with a notice of its privacy policies and practices, such as the type of information that it collects about the consumer and the categories of persons or entities to whom it may be disclosed.

In compliance with the GLBA, we do not share nonpublic personal information about a consumer with a nonaffiliated third party, unless allowed or required by law.

In compliance with the GLBA, our privacy practices regarding nonpublic personal financial information of consumers and customers (as defined by GLBA) are as follows, subject to any exceptions as permitted by law.

- We protect nonpublic personal information of customers and consumers.
- We allow access on a need to know basis only. Only title company personnel who need to know can access nonpublic personal information. Examples may include bookkeepers, title examiners, title underwriter personnel, auditors, closers and their assistants, management, scanning personnel, and claims related investigation personnel, and including but not limited to retained counsel.
- We allow customers and consumers to review their nonpublic personal information that we have collected, and we allow them to provide us with requests for amendment or deletion of such information, to which we will reasonably respond.
- We require consent from a proper party to the transaction to provide nonpublic personal information relating to that transaction. On closed files, we require a written instruction by a party.
- We have implemented a security procedure for protection of nonpublic personal information: We allow only authorized personnel to review the information, and we keep closed files in secure storage, with limited access, or we store the files on computer with limited password access.
- We generally do not keep copies of credit reports, loan applications, and tax returns on consumers and customers.
- We don't share copies of owner's policies of customers on residential transactions, unless at the request of the insured owner.
- If we share starter title information, we don't share nonpublic personal information, such as sales price (unless it is public information), policy numbers, or the amount of insurance on owner's policies issued to customers.
- We don't share nonpublic personal information, such as social security numbers, shown on affidavits of identity.
- We periodically inform our personnel about our policy.
- We don't share nonpublic personal information with independent contractors, unless there is a need to process the transaction as allowed by law, and the contractors agree in writing not to further share the information.

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

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We will use our best efforts to train and oversee our employees and authorized contractors to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with Federal regulations to guard your nonpublic personal information.

3rd Amended
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

1. Commitment Date: January 21, 2021 at 7:30AM
2. Policy (or Policies) to be issued:

	Policy Amount	Premium
(a) Owner's Policy (ALTA Ext. Owners Policy (2006))	\$1,000.00	\$360.00
Proposed Insured: A natural person or legal entity to be determined		
(b) Loan Policy (ALTA Loan Policy (06/17/06))	\$1,000.00	\$240.00
Proposed Insured: A natural person or legal entity to be determined		
(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:
[JDHQ Land Holding LLC, a Delaware limited liability company](#)
5. The Land referred to in this Commitment is situated in the County of Utah, State of Utah, and is described as follows:

See Exhibit A attached hereto

NOTE: Parcel Identification Numbers: 14-060-0081 and 14-054-0125 (for reference purposes only)

Tim Kerr
Title Officer



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

Office: 801 277 9999 | Direct: 801 424 6460 | Email: tkerr@cottonwoodtitle.com

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

Tim Kerr Utah State License Number: **UT 77264**

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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.

**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 Chicago 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 JDHQ Land Holding LLC, 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. Warranty Deed from JDHQ Land Holding LLC, a Delaware limited liability company vesting fee simple title in TBD.
- 4. Payment of all roll-back taxes in the event of withdrawal or disqualification from the Farmland Assessment Act shown herein as Exception No(s). 12 and 28.
- 5. Reconveyance of Deed(s) of Trust shown herein as Exception No(s). 24.
- 6. 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.
- 7. Provided the Land is not one-to-four family residential land, Exception No. 2 ("Rights or claims of parties in

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SCHEDULE B
PART I - REQUIREMENTS
(Continued)

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.

8. 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.
9. 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.
10. Underwriter approval from Chicago Title Insurance Company. Additional documentation may be requested by Cottonwood Title Insurance Agency, Inc. and/or Chicago Title Insurance Company.
11. Mortgage or Deed of Trust from TBD to secure your loan.
12. An inspection of the State Construction Registry reveals that construction has commenced. Should further inspection reveal additional preliminary notices or notices of retention filed prior to the closing of the contemplated transaction, further requirements or exceptions may be added. In order to provide the coverage requested, the Company requires a lien waiver from the following Claimant(s):
 - a. Geneva Rock Products on October 9, 2020 as Entry No. 8190695

**SCHEDULE B
PART II - EXCEPTIONS**

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

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

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

1. a) Taxes or assessments 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, interests, or claims which are not shown by the Public Records but that could be ascertained by 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 that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. a) Unpatented mining claims; b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; c) water rights, claims or title to water, whether or not the matters excepted under a), b), or c) are shown by the Public Records
6. Any liens, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Any defect, lien, encumbrance, adverse claim, or other matter, that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and in the date on which all of the Schedule B, Part I-Requirements are met.
8. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal or other utilities unless shown as an existing lien by the Public Records.
9. Taxes for the year 2021 are accruing as a lien not yet due and payable under Parcel No. 14-060-0081. Taxes for the year 2020 have been paid in the amount of \$65.87 under Parcel No. 14-060-0081. (affects Parcel 1)
10. Taxes for the year 2021 are accruing as a lien not yet due and payable under Parcel No. 14-054-0125. Taxes for the year 2020 have been paid in the amount of \$151,140.68 under Parcel No. 14-054-0125. (affects Parcel 2)
11. The herein described Land is located within the boundaries of Pleasant Grove City and is subject to any and all charges and assessments levied thereunder.

SCHEDULE B
PART II - EXCEPTIONS
(Continued)

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 April 4, 2011 as Entry No. [25858:2011](#). (affects Parcel 1)
13. Ordinance No. 2006-24 Adopting the Pleasant Grove Gateway Community Development Project Area #1 Plan, recorded November 1, 2006 as Entry No. [146049:2006](#).
14. 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.
15. Claim, right, title or interest to water or water rights whether or not shown by the public records.
16. Easement as contained in that certain Final Order of Condemnation, dated February 8, 1962 and recorded February 21, 1962 as Entry No. [2489](#) in Book 897 at Page 653. (affects Parcel 2)
17. An existing ditch, as disclosed in various documents of record, including, but not limited to a Boundary Line Agreement, dated October 14, 1995 and recorded October 16, 1995 as Entry No. [69777](#) in Book 3791 at Page 412. (affects Parcel 2)
18. Easement in favor of the Utah Department of Transportation for the purpose of constructing drainage facilities, and appurtenant parts thereof, to facilitate the construction of Sam White Lane, incident to the construction of Pleasant Grove Interchange of expressway I-15, known as Project 15-6 and incidental purposes, by instrument recorded August 22, 2000, as Entry No. [65706:2000](#). (affects Parcel 2)
19. Rights of access to an expressway known as Project No. MP-I15-6 have been relinquished to the Utah Department of Transportation by Warranty Deed (Controlled Access) recorded May 21, 2010 as Entry No. [41841:2010](#) of official records.
20. 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, dated May 9, 2011 and recorded May 20, 2011 as Entry No. [37956:2011](#). (affects Parcel 2)
21. Easement in favor of PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns, to construct, reconstruct, operate, maintain and repair electric transmission and other equipment over, under and across a portion of the subject Land. Said Easement recorded October 14, 2011, as Entry No. [73657:2011](#). (affects Parcel 1)
22. Easement in favor of the Utah Department of Transportation for two (2) perpetual easements to construct, replace, repair, maintain and operate upon, below or above the easement area, public utilities and appurtenant parts thereof. Said utilities shall include storm water drainage systems, ATMS Fiber Optic lines and electrical service lines and incidental purposes, by instrument recorded October 27, 2016, as Entry No. [107859:2016](#).
23. Grant of Easement in favor of the City of Pleasant Grove, Utah for the purpose of constructing, replacing, repairing, maintaining, and operating a storm drainage system, including but not limited to a detention pond, pipes, manholes, drainage control structures, and other water transport systems, and a landscape buffer area and incidental purposes, by instrument dated October 24, 2016 and recorded November 8,

SCHEDULE B
PART II - EXCEPTIONS
(Continued)

2016, as Entry No. [112585:2016](#). (affects Parcel 1)

24. Deed of Trust, Security Agreement and Fixture Filing to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: 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; Trustee: Keystone Title Insurance Agency, LLC; Beneficiary: Pleasant Grove City Redevelopment Agency; Amount: \$18,383,000.00; Dated: December 1, 2011; Recorded: December 1, 2011 as Entry Number [86337:2011](#). (affects Parcel 2)

Modification Agreement under said Deed of Trust dated June 21, 2016 and recorded November 17, 2016 as Entry No. [116058:2016](#) of Official Records.

25. Notwithstanding those items described herein-above, the Land is also subject to any additional discrepancies, conflicts in the boundary lines, shortage in area, encroachments, or any other facts which an ALTA/NSPS Survey, (made in accordance with the current Minimum Standard Detail Requirements for Land Title Surveys jointly established and adopted by (ALTA) American Land Title Association and (NSPS) National Society of Professional Surveyors) may disclose.
26. Rights of tenants in possession, as tenants only, under unrecorded leases.
27. Rights of parties in possession of the Land under unrecorded subleases, rental or occupancy agreements and any claims or interest arising thereunder.
28. 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 May 20, 2019 as Entry No. [44301:2019](#). (affects Parcel 1)
29. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.

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:

JDHQ Land Holding LLC, a Delaware limited liability company

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

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

**EXHIBIT A
LEGAL DESCRIPTION**

PARCEL 1:

Beginning at a point on the West line of Proctor Lane, said point being North 89°32'26" East 916.56 feet along the section line to the West line of Proctor Lane and South 00°01'40" West 30.72 feet along the West line of Proctor Lane from the South quarter corner of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian and running thence South 00°01'40" West 36.73 feet along the West line of Proctor Lane; thence South 00°11'04" East 645.86 feet along the West line of Proctor Lane; thence South 84°25'52" West 54.97 feet along the West line of Proctor Lane; thence South 00°52'30" West 472.32 feet along the West line of Proctor Lane to the Northeasterly line of the I-15 Freeway; thence North 49°52'10" West 897.44 feet along the Northeasterly line of the I-15 Freeway; thence North 26°20'54" East 732.15 feet; thence Southeasterly 328.46 feet along the arc of a 715.00 foot radius curve to the left, (center bears North 26°20'54" East and long chord bears South 76°48'43" East 325.58 feet, with a central angle of 26°19'14"); thence South 89°58'20" East 104.09 feet to the West line of Proctor Lane, being the point of beginning.

LESS AND EXCEPTING the following:

South half of Embassy Grove Parkway. A parcel of land, situate in the South half of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian, more particularly described as follows:

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 00°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 00°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 06°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 Boulevard; thence North 38°18'48" East 27.00 feet along said East line to the point of beginning.

EXHIBIT A
LEGAL DESCRIPTION
(Continued)

ALSO LESS AND EXCEPTING the following:

A parcel of land in fee, being part of an entire tract of property, situate in the Northeast quarter of the Northwest quarter and the Northwest quarter of the Northeast quarter of Section 31, Township 5 South, Range 2 East, Salt Lake Base and Meridian, 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 a point in the Westerly right of way line of 2000 West Street of said project, which point is 917.56 feet North 89°32'38" East along said section line and 389.87 feet South and 323.39 feet South 00°11'04" East and 18.77 feet South 84°25'52" West 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 South 84°25'52" West 36.20 feet; thence North 00°52'30" East 65.00 feet; thence South 89°31'42" East 35.54 feet to said Westerly right of way line of 2000 West Street; thence South 00°23'18" West 61.19 feet along said Westerly right of way to the point of beginning.

ALSO LESS AND EXCEPTING the following:

A parcel of land in fee, being part of two (2) entire tracts of property, situate in the Northeast quarter of the Northwest quarter and the Northwest quarter of the Northeast quarter of Section 31, Township 5 South, Range 2 East, Salt Lake Base and Meridian, 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.

ALSO LESS AND EXCEPTING the following:

A parcel of land in fee, being part of two (2) entire tracts of property, situate in the Northeast quarter of the Northwest quarter and the Northwest quarter of the Northeast quarter of Section 31, Township 5 South, Range 2 East, Salt Lake Base and Meridian, 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 a point in the existing Westerly right of way line of 2000 West Street, which point is 917.56 feet North 89°32'38" East along the section line and 389.87 feet South from the North quarter corner of said Section 31 and running thence along said existing right of way line the following two (2) courses and distances: (1) thence South 00°11'04" East 323.39 feet; (2) thence South 84°25'52" West 18.77 feet to a point 42.00 feet perpendicularly distant Westerly from the control line of 2000 West Street of said project, opposite approximate Engineers Station 53+81.97; thence North 00°28'18" East 325.34 feet parallel to said control line; thence South 89°31'42" East 14.96 feet 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.

EXHIBIT A
LEGAL DESCRIPTION
(Continued)

PARCEL 2:

Beginning at a point North 89°32'26" East 495.45 feet along the section line and North 46.99 feet from the South quarter corner of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian and running thence South 26°20'54" West 732.15 feet to the Northeasterly line of the I-15 Freeway; thence North 49°52'10" West 619.24 feet along the Northeasterly line to an angle point in the Northeasterly line of the I-15 Freeway; thence North 42°44'49" West 644.35 feet along the Northeasterly line to an angle point in the Northeasterly line of the I-15 Freeway; thence North 37°59'12" West 534.94 feet along the Northeasterly line to an angle point in the Northeasterly line of the I-15 Freeway; thence North 45°10'20" West 162.89 feet along the Northeasterly line of the I-15 Freeway to the Southeasterly line of Pleasant Grove Boulevard; 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, 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 the 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:

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 00°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 00°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 06°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

EXHIBIT A
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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 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:

A parcel of land in fee, being part of two (2) entire tracts of property, situate in the Northeast quarter of the Northwest quarter and the Northwest quarter of the Northeast quarter of Section 31, Township 5 South, Range 2 East, Salt Lake Base and Meridian, 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 distance 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.