

**COMMITMENT FOR TITLE INSURANCE**

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 5.e.:

Issuing Agent: **Cottonwood Title Insurance Agency, Inc.**
Issuing Office: **3340 North Center Street, Suite 100, Lehi, UT 84043**
Issuing Office's ALTA® Registry ID: 1151440

Issuing Office File No.: 169368-RCF

Property Address: 3965 W. Safflower Dr., Lehi, UT 84043
Parcel Identification Number: 68-045-0821

Version: 1

SCHEDULE A

1. Commitment Date: May 4, 2023 at 7:30AM
2. Policy to be issued:

	Proposed Amount of Insurance	Premium
(a) Owner's Policy (ALTA Owner's Policy (2021))	\$602,100.00	\$1,565.00
Proposed Insured: Sandeep Tella		
(b) Loan Policy (ALTA Ext. Loan Policy (2021))	\$571,995.00	\$1,629.00
Proposed Insured: My Move Mortgage, LLC dba Momentum Loans, its successors and/or assigns.		
(c) Endorsements: ALTA 8.1, ALTA 9, ALTA 22 and ALTA 5		\$85.00
3. The estate or interest in the Land at the Commitment Date is: Fee Simple.
4. The Title is, at the Commitment Date, vested in:
[Ivory Homes, Ltd., a Utah limited partnership](#)
5. The Land is situated in Utah County, State of Utah, and is described as follows:

Lot 821, HOLBROOK PLACE PHASE 8 SUBDIVISION, according to the official plat thereof as recorded in the office of the Utah County Recorder.



**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, In(c) and/or First American Title Insurance Company, its underwriter.

NOTICE TO APPLICANT

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

- 1. Special Warranty Deed from Ivory Homes, Ltd. vesting fee simple title in Sandeep Tella.
- 2. Mortgage or Deed of Trust from Sandeep Tella to secure your loan.



**SCHEDULE B
PART II - EXCEPTIONS**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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 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; (b) 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.
2. 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.
3. Easements, liens, or encumbrances, or claims thereof, which are 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 lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. 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.
9. Taxes for the year 2023 are accruing as a lien not yet due and payable under Parcel No. 68-045-0821. Taxes for the year 2022 have been paid with other land.
10. The herein described Land is located within the boundaries of North Utah Valley Animal Shelter Special Service District, Wasatch Behavioral Health Special Service District, Central Utah Water Conservancy, Lehi Metropolitan Water District, Lehi City, Alpine School District, and is subject to any and all charges and assessments levied thereunder.
11. Easements, notes and restrictions as shown on the recorded plat.
12. Ordinance No. 07-08-08.31 Approving the Annexation of the Holbrook 1 Annexation to Lehi City, dated July 8, 2008 and recorded September 16, 2008 as Entry No. [102205:2008](#).



SCHEDULE B
PART II - EXCEPTIONS
(Continued)

13. Holbrook 1 Annexation Agreement by and between Lehi City Corporation, a municipal corporation of the State of Utah and Holbrook Farms LC, dated September 9, 2008 and recorded September 16, 2008 as Entry No. [102206:2008](#).
14. Holbrook 1 Annexation Agreement by and between Lehi City, a Utah municipal corporation; Anderson Lehi LLC, a Utah limited liability company and River Jordan, LLC, a Utah limited liability company, dated September 9, 2008 and recorded September 16, 2008 as Entry No. [102207:2008](#).
15. Ordinance No. 55-2015 Approving and Adopting the Holbrook Farms Area Plan for Property Located at Approximately 2100 North and 3600 West, recorded May 23, 2016 as Entry No. [45296:2016](#).
16. Ordinance No. 03-2016 Approving a Zone District Designation Amendment and Zoning District Map Amendment, recorded May 4, 2017 as Entry No. [43340:2017](#).
17. Ordinance No. 36-2018 Approving and Adopting the Holbrook Farms (Turpin) Area Plan Amendment for Property located at Approximately 2100 North and 3600 West recorded September 25, 2019 as Entry No. [95830:2019](#).
18. Master Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for Holbrook Farms, recorded March 3, 2017 as Entry No. [21346:2017](#).

Amended July 28, 2020 as Entry No. [108464:2020](#).

Amended October 14, 2021 as Entry No. [176025:2021](#).

Amended February 10, 2023 as Entry No. [8200:2023](#).

CHAIN OF TITLE: According to the Official Records, there have been no documents conveying the Land described herein within a period of 24 months prior to the date of this commitment, except as follows: Special Warranty Deed: Grantor: Ivory Land Corporation; Grantee: Ivory Development, LLC; Recorded: December 28, 2021 as Entry No. [213465:2021](#). Special Warranty Deed: Grantor: Ivory Development, LLC, a Utah limited liability company; Grantee: Ivory Homes, Ltd., a Utah limited partnership; Recorded: July 29, 2022 as Entry No. [85233:2022](#).

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:

Sandeep Tella
Ivory Homes, Ltd.

Your order has been assigned to RYAN T. CHATWIN for a full service escrow. For questions concerning the escrow, please contact Cottonwood Title Insurance Agency, Inc. at 801 407 8355.

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.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.