

ESCROW OFFICER

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www.ustitleutah.com File No. 073785

F. Y. I. Sheet

SELLER

Cassidy Verhaal and Loni Verhaal

BUYER

IRA Express, Inc. as agent for Custodian for the benefit of Nathan W. Jones, IRA #0100879

PROPERTY

No Address Assigned Huntsville, UT 84317

LISTING AGENT

Edge Real Estate Candace DuPaix 447 N 300 W #7 Kaysville, UT 84037

SELLING AGENT

Cowboy Realty Advisors
Zachary Jones
6440 S Wasatch Blvd, Ste 100
Salt Lake City, UT 84121

LENDER

Plat Map(s) *PLATS*

Vesting Document(s)

Cassidy Verhaal and Loni Verhaal, as joint tenants

VESTING

Exception Documents

Exception Number 8 <u>TAXES</u> Exception Number 9 <u>GB 3304289</u>

Additional Documents Items to be aware of



ALTA COMMITMENT FOR TITLE INSURANCE

Issued by First National 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 EXTRA CONTRACTUAL 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, Old Republic National 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.

This page is only part of a 2016 ALTA Commitment for Title Insurance. 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.

FIRST NATIONAL TITLE





If this Jacket was created electronically, it constitutes an original document

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;
 - (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, 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.



Agent for First National Title Insurance Company COMMITMENT FOR TITLE INSURANCE SCHEDULE A

Effective Date: May 24, 2024 at 8:00 AM Commitment No.: 073785

Amendment No. 3

1. Policy or Policies to be issued:

Amount

Premium

a. ALTA Standard Owner's Policy

\$720,000.00

\$2,663.00

Proposed Insured: IF

IRA Express, Inc. as agent for Custodian for the benefit of Nathan W. Jones, IRA

#0100879

Endorsements:

2. The estate or interest in the land described or referred to in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in:

Cassidy Verhaal and Loni Verhaal, as joint tenants VESTING

3. The land referred to in the Commitment, located in Weber County, is described as follows:

See Exhibit A attached hereto and made a part hereof.

Said property is located in Weber County, State of Utah also known as:

No Address Assigned, Huntsville, UT 84317

APN: 21-025-0041

William Becker, Title Officer US Title Insurance Agency

EXHIBIT "A"

Part of the North Half of Section 16, Township 6 North, Range 2 East, Salt Lake Base and Meridian, U.S. Survey, being part of Parcel 1 and Parcel 2 of that certain Warranty Deed found at Entry No. 3145973 being retraced by Great Basin Engineering and described as follows:

Beginning at a point on the South line of Clair Lund's Property being 365.04 feet (363.7 feet) North 0°51'59" West (North) from the Center of said Section 16 and running thence along the South line of Clair Lund's Property North 89°51'21" East (North 89°58" East) 471.90 feet to 9200 East Street (to road) said point being 2240.06 feet South 0°14'22" East along the Section line and 2127.19 feet South 89°45'38" West from the Northeast Corner of said Section; thence South 1°28'00" East 76.29 feet along said road; thence South 89°55'42" West 475.00 feet to the West Quarter Section line of the Northeast Quarter of said Section; thence South 89°55'39" West 103.82 feet to the West lot line of lot 21 of the school Section plat of Section 16, Township 6 North, Range 2 East, S.L.M. (Book 10 Page 3); thence along said West lot line South 0°41'55" West 27.09 feet; thence North 89°17'40" West 900.75 feet more or less, to an old fence line; thence North 5°33'21" West along said old fence 189.63 feet to a Great Basin Rebar and Cap at the intersection of a coral fence and said historic fence; thence along said coral fence North 87°12'54" East 446.75 feet to the Southern South west Corner of lot 3 of the Verhaal/Granath Subdivision (Book 75 Page 45); thence along the South line of said Subdivision South 89°20'38" East 276.58 feet; thence South 89°01'15" East 198.91 feet to the West lot line of said lot 21; thence South 0°41'55" West 112. 35 feet along said West lot line to the South lot line of Clair Lund's property; thence North 89°51'21" East 104.04 feet to the Point of Beginning.

Situated in Weber County, State of Utah

APN: 21-025-0041

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - PART I (Requirements)

Commitment No.: 073785

The following are the requirements to be complied with:

All of the following Requirements must be met:

- 1. 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.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. 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.
- 5. Warranty Deed executed by Cassidy Verhaal and Loni Verhaal to IRA Express, Inc. as agent for Custodian for the benefit of Nathan W. Jones, IRA #0100879 conveying fee simple title.
- 6. NOTICE TO APPLICANT: THE LAND HEREIN MAY BE SERVICED BY CITIES, TOWNS, COUNTIES, SERVICE DISTRICTS OR PRIVATE ENTITIES WHICH PROVIDE SERVICES TO THE LAND, INCLUDING, BUT NOT LIMITED TO WATER, SEWER, GARBAGE, ELECTRICITY, STREET LIGHTING, CURB AND GUTTER, ETC., FOR WHICH NO NOTICE OF ANY RIGHTS CLAIMED TO EXIST BY SUCH ENTITIES ARE SHOWN OF RECORD. YOU SHOULD MAKE AN INQUIRY INTO SUCH MATTERS, INCLUDING SEEING ARRANGEMENTS AS APPLICABLE TO ESTABLISH YOUR RIGHTS TO RECEIVE SAID SERVICES. THE COMPANY HAS NO OBLIGATION RELATING TO THE SERVICES OR THE CHARGES ARISING FROM SUCH SERVICES.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - PART II (Exceptions)

Commitment No.: 073785

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:

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or the public record.
- 2. Any facts, rights, interest 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, claims of easements or encumbrances which are not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- 6. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 7. 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 Schedule B, Part I Requirements are met.
- 8. General property taxes for the year 2024 are now a lien, not yet due. Tax ID No. 21-025-0041.
 - 2023 general property taxes were paid in the amount of \$226.16, under Prior Tax ID No. 21-025-0015.
 - 2023 general property taxes were paid in the amount of \$4.65, under Prior Tax ID No. 21-022-0030.
 - Exception Number 8 TAXES
- 9. The effects 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 November 6, 2023 as Entry No. 3304289 of Official Records.

Exception Number 9 GB 3304289

Property is located within the following special improvement districts:
 DISTRICTS:

Weber County

Weber County Schools

Weber County Fire Protection Service Area No. 4

Huntsville City

Weber Area Dispatch 911 and Emergency Service District

Unincorporated Weber County Municipal Services

Northern Utah Environmental Resource Agency

Ogden Valley Parks Service Area

SCHEDULE B - PART II

(Exceptions - Continued)

- 11. All existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipelines, power poles, telephone, sewer, gas or water lines and rights-of-way and easements thereof.
- 12. Any rights, claims, title and/or interest to water rights whether or not shown by the public records.
- 13. Any rights, title, or interest in any minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds whether in solid, liquid, or gaseous form, and all steam and other forms of thermal energy on, in, or under the land.
- 14. Affidavit and Resolution Establishing the Ogden Valley Transmitter/Recreation Special Service District, recorded March 9, 2015 as Entry No. 2725109 of official records.
- 15. Resolution No. 27-2012 confirming tax to be levied for municipal services provided to the Unincorporated Area of Weber County, recorded December 13, 2012 as Entry No. 2610456 of Official Records.
- 16. A Right-of-Way for ingress and egress over and across the property as disclosed in that certain Warranty Deed recorded April 29, 1991 as Entry No. 1138167 in Book 1598 at Page 1491, and Quit-Claim Deed recorded May 2, 2019 as Entry No. 2981336 of Official Records.
- 17. A Right of Way Maintenance Agreement recorded May 30, 1991 as Entry No. 1141237 in Book 1600 at Page 1831 of official records.
- 18. Fence Line Agreement between property owners Cassidy And Loni Verhaal, Christina R. Granath, Brent and Mikelle Weil, Bart A. and Jessica A. Schroder, Donald Savage Gabbitas and Cheryl Hales Gabbitas, Richerd E. Wood and Judith W. Wood and SBB Holding LLC recorded November 15, 2013 as Entry No. 2664402 of Official Records.
- 19. Matters as disclosed by that certain Survey dated February 23, 2023, prepared by Great Basin Engineering, Registered Land Surveyor, License No. 6242920, Project No. 21N747, and filed as Survey No. 7491 with the Weber County Surveyor's Office.
- 20. Petition to Weber Basin Water Conservancy District for the allotment of water recorded July 25, 2019 as Entry No. 2922890 of Official Records.
- 21. Note: No existing Deed of Trust appears of record. If this information is not correct, please notify the company as soon as possible to provide information regarding the existing loan.

* * * * *

According to the official records, there have been no documents conveying the land described herein within 24 Months prior to the date of this commitment. Except the following:

A Quit Claim Deed recorded on August 17, 2023 as Entry No. 3294930 A Quit Claim Deed recorded on June 13, 2022 as Entry No. 3240852

NOTE:The names of Nathan W. Jones Cassidy Verhaal Loni Verhaal

have been checked for Judgments and Tax Liens, etc., in the appropriate offices and if any were found would appear as Exceptions to title under Schedule B, Section 2 herein.

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: Angie Dastic, (801)683-6901 and 1551 South Renaissance Towne Drive, Suite #101, Bountiful, UT 84010

SCHEDULE B - PART II

(Exceptions - Continued)

NOTE: The Policy(ies) to be issued as a result of this Commitment 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.

The First National Title Corporation US Title Insurance Agency

Privacy Policy 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 First National Title Insurance Company.

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.