

ALTA Commitment for Title Insurance



Issued By Old Republic 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 EXTRACTIONAL 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.


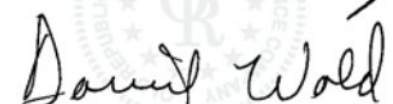
If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a 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.

Issued through the Office of
Mountain View Title and Escrow
5732 South 1475 East #100
Ogden, UT 84403
(801) 479-1191

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111


Authorized Countersignature

By  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;
- (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.

This page is only a 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.

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>.

This page is only a 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.

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
Old Republic National Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Mountain View Title and Escrow
Issuing Office: 5732 South 1475 East #100, Ogden, UT 84403
ALTA® Universal ID: N/A
Loan ID Number: N/A
Commitment Number: 161524A
Issuing Office File Number: 161524A
Property Address: NONE ASSIGNED, UT
Revision Number:

1. Commitment Date: November 27, 2018 at 8:00 A.M.

2. Policy to be issued:

Proposed Policy Amount

(a) ALTA Owner's Policy Standard

Proposed Insured:

(b) ALTA Loan Policy Extended

Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

4. Title to the said estate or interest in the Land is at the Commitment Date hereof vested in:

Jeffrey D. Shepherd, Trustee and Marie K. Shepherd, Trustee of the J&M Shepherd Family Trust dated January 8, 1999 as Amended and Restated September 8, 2016

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This page is only a 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; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) 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. 161524A

ALTA Commitment For Title Insurance Schedule 8-1-16

Page 1 of 3



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
Old Republic National Title Insurance Company

**EXHIBIT "A"
LEGAL DESCRIPTION**

PARCEL 1:

PART OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 14.62 CHAINS SOUTH 88°51' WEST AND 549.72 FEET SOUTH 57°30' WEST AND SOUTH 0°22' WEST 438 FEET FROM THE NORTHEAST CORNER OF SAID SECTION; RUNNING THENCE SOUTH 44°16' WEST 220.88 FEET; THENCE NORTH 0°22' EAST 499.66 FEET; THENCE SOUTH 57°30' WEST 282.04 FEET; THENCE SOUTH 0°40' WEST 2112.0 FEET; THENCE SOUTH 88°51' EAST 390.12 FEET; THENCE NORTH 0°40' EAST 1932.25 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING. EXCEPT THE SOUTH 66 FEET. (E# 1744496 & #1744497) TOGETHER WITH A RIGHT OF WAY (E# 1769690 BK 2138 PG 20)

PARCEL 2:

PART OF THE NORTHEAST QUARTER SECTION 7, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING 8.76 CHAINS EAST FROM SOUTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 0°40' EAST 29.74 CHAINS; THENCE NORTH 57°30' EAST 4.2 CHAINS; THENCE SOUTH 0°40' WEST 32 CHAINS TO QUARTER SECTION LINE; THENCE WEST 232.98 FEET TO BEGINNING. EXCEPT THE SOUTH 66 FEET. (E#1744496 & 1744497) TOGETHER WITH A RIGHT OF WAY (E#1769690 BK 2138 PG 20)

PARCEL 3:

A 66 FOOT STRIP OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH DESCRIBED AS FOLLOWS: BEGINNING SOUTH 88°51' WEST 14.62 CHAINS AND SOUTH 57°30' WEST 549.72 FEET AND SOUTH 00°40' WEST 2298.66 FEET FROM THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 00°40' WEST 66.03 FEET TO THE SOUTHWEST CORNER OF THAT PROPERTY DESCRIBED AS PARCEL 3 IN BOOK 1151 AT PAGE 255 OF WEBER COUNTY RECORDS; THENCE NORTH 88°53'10" EAST 552.80 FEET (SOUTH 88°51' EAST BY RECORD); THENCE NORTH 01°19'52" WEST 66.00 FEET (NORTH 01°40' WEST BY RECORD) ALONG THE CENTERLINE OF 7800 EAST STREET; THENCE ALONG A LINE 66.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF SAID PROPERTY SOUTH 88°53'10" WEST 550.50 FEET TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH A RIGHT OF WAY. (E# 1769690 BK 2138 PG 20)

PARCEL 4:

THE SOUTH 66 FEET OF THE FOLLOWING DESCRIBED PROPERTY: PART OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE MERIDIAN, U S SURVEY: BEGINNING AT A POINT 14.62 CHAINS SOUTH 88°51' WEST AND 549.72 FEET SOUTH 57°30' WEST AND SOUTH 0°40' WEST 438 FEET FROM THE NORTHEAST CORNER OF SAID SECTION; RUNNING THENCE SOUTH 44°16' WEST 220.88 FEET; THENCE NORTH 0°22' EAST 499.66 FEET; THENCE SOUTH 57°30' WEST 282.04 FEET; THENCE SOUTH 0°40' WEST 2112.0 FEET; THENCE SOUTH 88°51' EAST 390.12; THENCE NORTH 0°40' EAST 1932.25 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING SUBJECT TO AND TOGETHER WITH A RIGHT OF WAY. (E# 1769690 BK 2138 PG 20)

PARCEL 5:

THE SOUTH 66 FEET OF THE FOLLOWING DESCRIBED PROPERTY: PART OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN U S SURVEY: BEGINNING 8.76 CHAINS EAST FROM THE SOUTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 0°40' EAST 29.74 CHAINS; THENCE NORTH 57°30' EAST 4.2 CHAINS; THENCE SOUTH 0°40' WEST 32 CHAINS TO QUARTER SECTION LINE; THENCE WEST 232.98 FEET TO BEGINNING. SUBJECT TO AND TOGETHER WITH A RIGHT OF

This page is only a 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; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) 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. 161524A

ALTA Commitment For Title Insurance Schedule 8-1-16

Page 2 of 3



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
Old Republic National Title Insurance Company

WAY. (E# 1769690 BK 2138 PG 20)

Serial Numbers: 21-006-0032, 21-006-0013, 21-006-0030, 21-006-0031, 21-006-0011

This page is only a 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; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) 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. 161524A

ALTA Commitment For Title Insurance Schedule 8-1-16

Page 3 of 3



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

ISSUED BY
Old Republic National Title Insurance Company

Requirements

File No.: 161524A

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. Payment to or for the account of the grantors or mortgagors or the full consideration for the estate or interest to be insured.

This page is only a 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; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) 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. 161524A

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 1



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

ISSUED BY
Old Republic National Title Insurance Company

Exceptions

File No.: 161524A

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. 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.
2. Water rights, claims to water or water rights, whether or not shown in the public records.
3. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessment on real property or by the public records.
4. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession, or claiming to be in possession, thereof.
5. Easements, liens encumbrances, or claims of easements, liens or encumbrances which are not shown by the public records.
6. 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.
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.
8. PARCEL 1:
Taxes for the year 2018 have been paid in the amount of \$113.51.
SERIAL NUMBER: 21-006-0011

PARCEL 2:
Taxes for the year 2018 have been paid in the amount of \$66.30.
SERIAL NUMBER: 21-006-0013

PARCEL 3:
Taxes for the year 2018 have been paid in the amount of \$250.38.
SERIAL NUMBER: 21-006-0030

PARCEL 4:
Taxes for the year 2018 have been paid in the amount of \$177.07.
SERIAL NUMBER: 21-006-0031

This page is only a 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; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) 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. 161524A

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 4



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

ISSUED BY
Old Republic National Title Insurance Company

Exceptions

PARCEL 5:

Taxes for the year 2018 have been paid in the amount of \$105.75.

SERIAL NUMBER: 21-006-0032

Lien arising as of 12 o'clock noon of January 1 for any unpaid personal property taxes which may be listed against the property described herein

9. 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
10. Subject to all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines, and right of way and easements thereof.
11. RECIPROCAL EASEMENT AGREEMENT
Dated: November 27, 2000
By and Between: BARRIE G. MCKAY, AS TRUSTEE OF THE ELIZABETH P. MCKAY TRUST (ALSO KNOWN AS BARRIE G. MCKAY, TRUSTEE)(THE "ELIZABETH MCKAY TRUSTEE"); THE JACK J. DAVIS FAMILY LIMITED PARTNERSHIP, A UTAH LIMITED PARTNERSHIP AND ERNEST G. MCKAY, AS TRUSTEE OF THE LUCILLE FRANCIS GOLD MCKAY FAMILY TRUST, DATED OCTOBER 25, 1999
Recorded: May 10, 2001
Entry Number: 1769690
Book: / Page: 2138 / 20

ASSIGNMENT OF RECIPROCAL EASEMENT AGREEMENT
Dated: November 6, 2006
By and Between: BARRIE G. MCKAY, AS TRUSTEE OF THE ELIZABETH P. MCKAY FAMILY TRUST (ALSO KNOWN AS BARRIE G. MCKAY, TRUSTEE) THE JACK J. DAVIS FAMILY LIMITED PARTNERSHIP, A UTAH LIMITED PARTNERSHIP AND EARNEST G. MCKAY, AS TRUSTEE OF THE LUCILLE FRANCIS GOLD MCKAY FAMILY TRUST, DATED OCTOBER 25, 1999
Recorded: November 29, 2006
Entry Number: 2225056
12. APPLICATION FOR ASSESSMENT AND TAXATION OF AGRICULTURAL LAND 1969 FARMLAND ASSESSMENT ACT
Recorded: February 22, 2013
Entry Number: 2621744
13. APPLICATION FOR ASSESSMENT AND TAXATION OF AGRICULTURAL LAND 1969 FARMLAND ASSESSMENT ACT
Recorded: January 31, 2017
Entry Number: 2239255
14. CERTIFICATE OF CREATION OF THE NORTHERN UTAH ENVIRONMENTAL RESOURCE AGENCY

This page is only a 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; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) 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. 161524A

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 2 of 4



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

ISSUED BY
Old Republic National Title Insurance Company

Exceptions

Dated: December 1, 2014
Recorded: January 20, 2015
Entry Number: 2718461

15. CERTIFICATE OF CREATION OF THE NORTHERN UTAH ENVIRONMENTAL RESOURCE AGENCY
Dated: December 27, 2017
Recorded: December 28, 2017
Entry Number: 2897532

16. OGDEN VALLEY PARKS SERVICE AREA NOTICE OF IMPENDING BOUNDARY ACTION
Dated: December 20, 2017
Recorded: December 28, 2017
Entry Number: 2897533

17. RESOLUTION NO. 43-2017
Dated: October 17, 2017
Purpose: A RESOLUTION TO INITIATE THE ANNEXATION OF UNINCORPORATED AREAS
OF WEBER COUNTY INTO THE OGDEN VALLEY PARKS SERVICE AREA
Recorded: December 28, 2017
Entry Number: 2897534

18. RESOLUTION OF OGDEN VALLEY PARKS SERVICE AREA
Recorded: December 28, 2017
Entry Number: 2897535

19. APPLICATION FOR ASSESSMENT AND TAXATION OF AGRICULTURAL LAND 1969 FARMLAND
ASSESSMENT ACT
Recorded: July 23, 2018
Entry Number: 2932236

20. AFFIDAVIT OF TRUSTEE, CONFIRMATION AND CLARIFICATION OF TRUST
Dated: May 9, 2018
Recorded: May 9, 2018
Entry Number: 2919634

21. TRUST DEED
Dated: May 8, 2018
Amount: \$464,750.00
Trustor: JEFFREY D. SHEPHERD
Beneficiary: BANK OF UTAH
Trustee: BANK OF UTAH
Recorded: May 9, 2018
Entry Number: 2919636

ASSIGNMENT OF RENTS
Dated: May 8, 2018
Grantor: JEFFREY D. SHEPHERD

This page is only a 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; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) 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. 161524A

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 3 of 4



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

ISSUED BY
Old Republic National Title Insurance Company

Exceptions

Lender: BANK OF UTAH
Amount: \$464,750.00
Recorded: May 9, 2018
Entry Number: 2919637

22. SUBJECT TO THE TERMS, CONDITIONS AND/OR RESTRICTIONS OF THAT CERTAIN ELIZABETH P. MCKAY TRUST, AS DISCLOSED IN BOOK 2057, PAGE 588, OF WEBER COUNTY RECORDS.

23. JUDGMENTS WERE CHECKED AGAINST THE FOLLOWING NAMES AND NONE WERE FOUND TO BE OF RECORD:

OGDEN VALLEY LAND PARTNERS, LC
BARRIE G. MCKAY
ELIZABETH P. MCKAY TRUST
JEFFREY D. SHEPHERD

24. A 24 MONTH VESTING CHAIN OF TITLE HAS BEEN DONE AND THE FOLLOWING ITEMS WERE FOUND TO BE OF RECORD.

SPECIAL WARRANTY DEED DATED MAY 9, 2018 BY AND BETWEEN BARRIE G. MCKAY, TRUSTEE OF THE ELIZABETH P. MCKAY TRUST, UAD JUNE 8, 1964 TO JEFFREY D. SHEPHERD, RECORDED AS ENTRY NUMBER: 2919635.

WARRANTY DEED DATED MAY 7, 2018 BY AND BETWEEN JEFFREY D. SHEPHERD TO JEFFREY D. SHEPHERD, TRUSTEE AND MARIE K. SHEPHERD, TRUSTEE OF THE J&M SHEPHERD FAMILY TRUST DATED JANUARY 8, 1999 AS AMENDED AND RESTATED SEPTEMBER 8, 2016, RECORDED AS ENTRY NUMBER: 2919968.

25. NOTICE TO APPLICANT: THE LAND HEREIN MAY BE SERVICED BY CITIES, IMPROVEMENT DISTRICTS, OR UTILITY COMPANIES THAT PROVIDED MUNICIPAL TYPE SERVICES FOR WATER, SEWER, ELECTRICITY OR OTHER SERVICES THAT DO NOT RESULT IN A LIEN, BUT FOR WHICH SERVICES MAY BE TERMINATED IN THE EVENT OF NON-PAYMENT OF SERVICE CHARGES TO DATE OR TRANSFER FEES. ALTHOUGH THE COMPANY ASSUMES NO LIABILITY THEREFORE, YOU ARE URGED TO MAKE INVESTIGATION INTO SUCH MATTERS.

26. NOTE: ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION. YOU MAY REVIEW A COPY OF THE ARBITRATION RULES AT <http://www.alta.org>. 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.

This page is only a 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; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) 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. 161524A

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 4 of 4



FACTS
WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions

 Go to www.oldrepublictitle.com (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Old Republic Title doesn't jointly market.</i>

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				