



Dale Thorne
Escrow Officer

Stewart Title Insurance Agency of
Utah, Inc.
428 East 2600 North, Ste 3
North Ogden, UT 84414
(801) 786-1100 Phone
(801) 786-1110 Fax
dale.thorne@stewart.com

We appreciate your order for the title work on the property referenced below. Please find the attached title commitment for your review which contains important information regarding this transactions.

Questions?

This transaction is available on SureClose, our secure transaction management system. SureClose will take your paper mess and turn it paperless by providing all of your Real Estate and Closing documents online, anytime, anywhere. Contact your Escrow Officer at Stewart Title Insurance Agency of Utah, Inc. to obtain your secure login and password.

When calling regarding this real estate transaction, please reference the following information:

Escrow Officer:	Dale Thorne
Email Address:	dale.thorne@stewart.com
Order Number:	01459-31634
Property Address:	n/a n/a
	n/a, UT 84414
Seller	The Family Trust of Harold H. and Marva C. McFarland, Harold H. and Marva C. McFarland, Trustees, trust dated August 11, 2004
Buyer/Borrower:	Terakee Properties LP

Your review of the report will eliminate any surprises at the closing table, allow time to address any problems which may require your attention, provide up to date facts which may affect your clients, and assure a smooth closing.

Your business is very valuable to us. We are staffed and ready to provide you with the best service possible. If we ever fall short of your expectations, please notify us immediately as we are committed to your success.

Sincerely,

Dale Thorne
Escrow Officer

NOTICE

Due to change to the Good Funds requirements per Utah Code 31A-23a-406, all funds received by the Company must be made by bank wire transfer.

stewart title®

ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

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

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

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

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:


Authorized Countersignature





Matt Morris
President and CEO

Stewart Title Insurance Agency of Utah,
Inc.
428 East 2600 North, Ste 3
North Ogden, UT 84414
(801) 786-1100



Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.



CONDITIONS

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

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

File No. 01459-31634

1. **Effective Date:** October 18, 2017 at 8:00 A.M.

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

Amount of Insurance

(a) ALTA Owner's 2006 (Standard) **Amount
Premium**

Proposed Insured:

Terakee Properties LP

(b) ALTA Loan 2006 (Standard) **Amount
Premium**

Proposed Insured:

Lender

Endorsements 8.1, 9, 22 **Premium** \$60.00

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

Fee Simple as to Parcels 1, 2, 3, 4 and 5, Easement Interests as to Parcels 2A and 4A.

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

The Family Trust of Harold H. and Marva C. McFarland, Harold H. and Marva C. McFarland, Trustees, trust dated August 11, 2004

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

SEE EXHIBIT "A" ATTACHED HERETO

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

n/a n/a, n/a, UT 84414



EXHIBIT A
LEGAL DESCRIPTION

The land referred to herein is situated in the County of Weber, State of Utah, and is described as follows:

Parcel 1:

Part of the Southeast Quarter of Northeast Quarter of Section 9, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, lying South of the Weber River.

Less and excepting that portion of said property deeded as Entry No. 1719913 in Book 2085, at Page 1583 of official records.

Parcel 2:

Part of Section 9, Township 6 North, Range 2 West, Salt Lake Meridian, U.S. Survey: Beginning at the Northeast corner of the Southeast Quarter of Section 9; thence West 6.42 chains; thence South 2° East 17.31 chains; thence South 72°45' East 7.21 chains to East line of section; thence North 19.4 chains to Beginning.

Excepting that part lying within the corporate limits of Marriott-Slaterville City.

Parcel 2-A:

Together with a right of way beginning on the West line of 33 foot lane 912.5 feet East of the Southwest corner of said Quarter Section; thence North 122 rods along lane; thence Easterly 68.48 rods; thence South 20 feet; thence Westerly 67.27 rods to a point 20 feet East of West side of lane; thence South 80.25 rods; thence East to East side of a 33 foot lane; thence South 41.75 rods to road; thence West 33 feet to beginning, as described in the Quit Claim Deed dated March 7, 1936 and recorded June 4, 1936 in Book 126 of Deeds at Page 527.

Excepting that part lying within the corporate limits of Marriott-Slaterville City.

Parcel 3:

Part of the Southeast Quarter of Section 9, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point 41.75 rods North from Southeast corner of said Quarter Section; running thence West 1228.69 feet; thence North 0°56'30" East 362.32 feet to the Northeast corner of McFarland Subdivision, thence East along the South line of a 60 foot strip to a point North 55°49'58" West from the point of beginning; thence North 03°08'19" East 1525.19 feet, more or less, to the North line of said South-Easterly Quarter; thence East along said North line 61.52 feet, more or less, thence South 2° West 17.31 chains; thence South 72°45' East 7.25 chains; thence South to the place of Beginning.

Parcel 4:

That part of the following described property lying within the corporate limits of Marriott-Slaterville City. Part of Section 9, Township 6 North, Range 2 West, Salt Lake Meridian, U.S. Survey: Beginning at the Northeast corner of the Southeast Quarter of Section 9; thence West 6.42 chains; thence South 2° East 17.31 chains; thence South 72°45' East 7.21 chains to East line of section; thence North 19.4 chains to Beginning.

Parcel 4-A:

Together with a right of way beginning on the West line of 33 foot lane 912.5 feet East of the Southwest corner of said Quarter Section; thence North 122 rods along lane; thence Easterly 68.48 rods; thence South 20 feet; thence Westerly



67.27 rods to a point 20 feet East of West side of lane; thence South 80.25 rods; thence East to East side of a 33 foot lane; thence South 41.75 rods to road; thence West 33 feet to beginning, as described in the Quit Claim Deed dated March 7, 1936 and recorded June 4, 1936 in Book 126 of Deeds at Page 527.

Parcel 5:

Part of the Northeast Quarter of Section 9, Township 6 North, Range 2 West, Salt Lake Meridian: Beginning at a point which is identical with the center of the said Northeast Quarter of Section 9; running thence North 39°28' West 44 feet; thence North 53°30' West 214.6 feet; thence North 50°30' West 133 feet; thence North 35°30' West 232 feet; thence South 25°0' West 156 feet; thence South 72°30' West 162 feet; thence South 54°0' West 107 feet; thence South 2°0' East 462.5 feet; thence South 60°30' East 180 feet; thence South 88°0' East 322.5 feet; thence North 83°44' East 251 feet; thence North 65 feet; thence North 18°22'18" East 303 feet; thence West 95.5 feet to the place of Beginning.

Tax ID: 15-028-0001, 15-028-0005, 15-028-0006, 15-028-0039, and 15-028-0019



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

File No.: 01459-31634

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.
2. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
3. Pay all general and special taxes now due and payable.
4. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Assoc. or other recognized arbitrator a copy of which is available on request and can be obtained from the Company. Any decision reached by arbitration shall be binding upon both you and 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 property jurisdiction.
5. This Commitment will be subject to defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment if not cleared prior to recordation of the insured interest.
6. Release(s), reconveyance(s), or satisfaction(s), of items to be paid off.
7. Notice to Applicant: If the applicant desires copies of the documents underlying any exception to coverage shown herein, the Company will furnish the same on request, if available, either with or without charge as appears appropriate.
8. Notice to Applicant: The land covered herein may be serviced by districts, service companies and/or municipalities, which assesses charges for water, sewer, electricity and any other utilities, etc. which are not covered by this report or insured under a title insurance policy.
9. Pay us the premiums, fees and charges for the policy. In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$120.00.
10. Standard Exceptions 1 - 7 of Schedule B, Section 2, will be eliminated from the ALTA Loan Policy and the ALTA Homeowner's Policy upon satisfaction of any underwriting requirements.



COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II

File No.: 01459-31634

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

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; ditch rights; (d) minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel and other hydrocarbons in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities related thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records. 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.
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. Taxes for the year 2017 now due and payable in the amount of \$162,10, but will not become delinquent until November 30th. Tax ID No. 15-028-0001.
(Parcel 1)

Taxes for the year 2017 now due and payable in the amount of \$61.04, but will not become delinquent until November 30th. Tax ID No. 15-028-0005.
(Parcel 2)

Taxes for the year 2017 now due and payable in the amount of \$144.19, but will not become delinquent until November 30th. Tax ID No. 15-028-0006.
(Parcel 3)

Taxes for the year 2017 now due and payable in the amount of \$0.13, but will not become delinquent until November 30th. Tax ID No. 15-28-0039.
(Parcel 4)

Taxes for the year 2017 now due and payable in the amount of \$74.46, but will not become delinquent until November 30th. Tax ID No. 15-028-0019.
(Parcel 5)



COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II

9. Said property is located within the boundaries of Weber Basin Water Conservancy District, Taylor-West Weber Culinary Water Improvement District (731-1668), and Weber County Fire Protection Service Area No. 4, and is subject to the charges and assessments levied thereunder.
(Affects Parcels 1-3)
10. Said property is located within the boundaries of Weber County, Bona Vista Water, Weber County Fire Service #4, and Marriott-Slaterville, and is subject to the charges and assessments levied thereunder.
(Affects Parcel 4)
11. Said property is included within the boundaries of Weber County Tax District #511, and is subject to the charges and assessments thereof.
(Affects Parcel 5)
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, which becomes effective upon a change in the use of all or part of eligible land, by reason of that certain Application For Assessment And Taxation Of Agricultural Land, recorded January 20, 2005 as Entry No. 2080852, of Official Records.
13. Water rights, claims or title to water, whether or not the matters are shown by the Public Records.
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, or 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 interest that are not listed.
15. Resolution No. 23-2005, a resolution of the Board of County Commissioners of Weber County creating and establishing a special service district throughout all of Weber County, to be known as the "Weber Area Dispatch 911 and Emergency Services District", recorded January 24, 2006, as Entry No. 2156401 of Official Records.
16. The terms and conditions of that certain Certificate of Creation, creating and establishing the Northern Utah Environmental Resource Agency, and any future charges and assessments that may be levied thereunder, recorded January 20, 2015, as Entry No. 2718461, of Official Records.
17. Easements and rights of way of record or enforceable in law and equity for any existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines now existing over, under or across subject property.
18. Any loss or claim arising from the fact that the boundary of the herein described property is described as the center of Weber River, which boundary may be subject to change and/or uncertainty.
19. Easement for ingress and egress and reservations created and disclosed by Quit Claim Deed and the terms, conditions and limitations contained therein, recorded June 4, 1936, as Entry No. 16150, in Book 126, at Page 527 of County Records.
20. Easement and right of way upon the terms and conditions therein provided, in favor of Utah Power & Light Company, recorded May 28, 1946 as Entry No. 118272, in Book 255, at Page 514 of Official Records.
21. Right of Way Easement and the terms, conditions and limitations contained therein, recorded August 7, 2000, as Entry No. 1719915, in Book 2085, at Page 1590 of County Records.



COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II

22. Right of Way Easement and the terms, conditions and limitations contained therein, recorded August 7, 2000, as Entry No. 1719916, in Book 2085, at Page 1592 of County Records.
23. Subject to the Terms, Conditions and Stipulations of the Trust referred to herein. REQUIREMENT: A copy of the instrument creating said trust must be submitted for review.

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.

NOTE: Judgments have been checked against the following:

The Family Trust of Harold H. and Marva C. McFarland
Harold H. McFarland and Marva C. McFarland, Individually and as Trustees
Terakee Properties LP

There were NO judgments found.

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:

NONE

STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies 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, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: *If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056*

SECTION 9, T.6N., R.2W., S.L.B. & M.

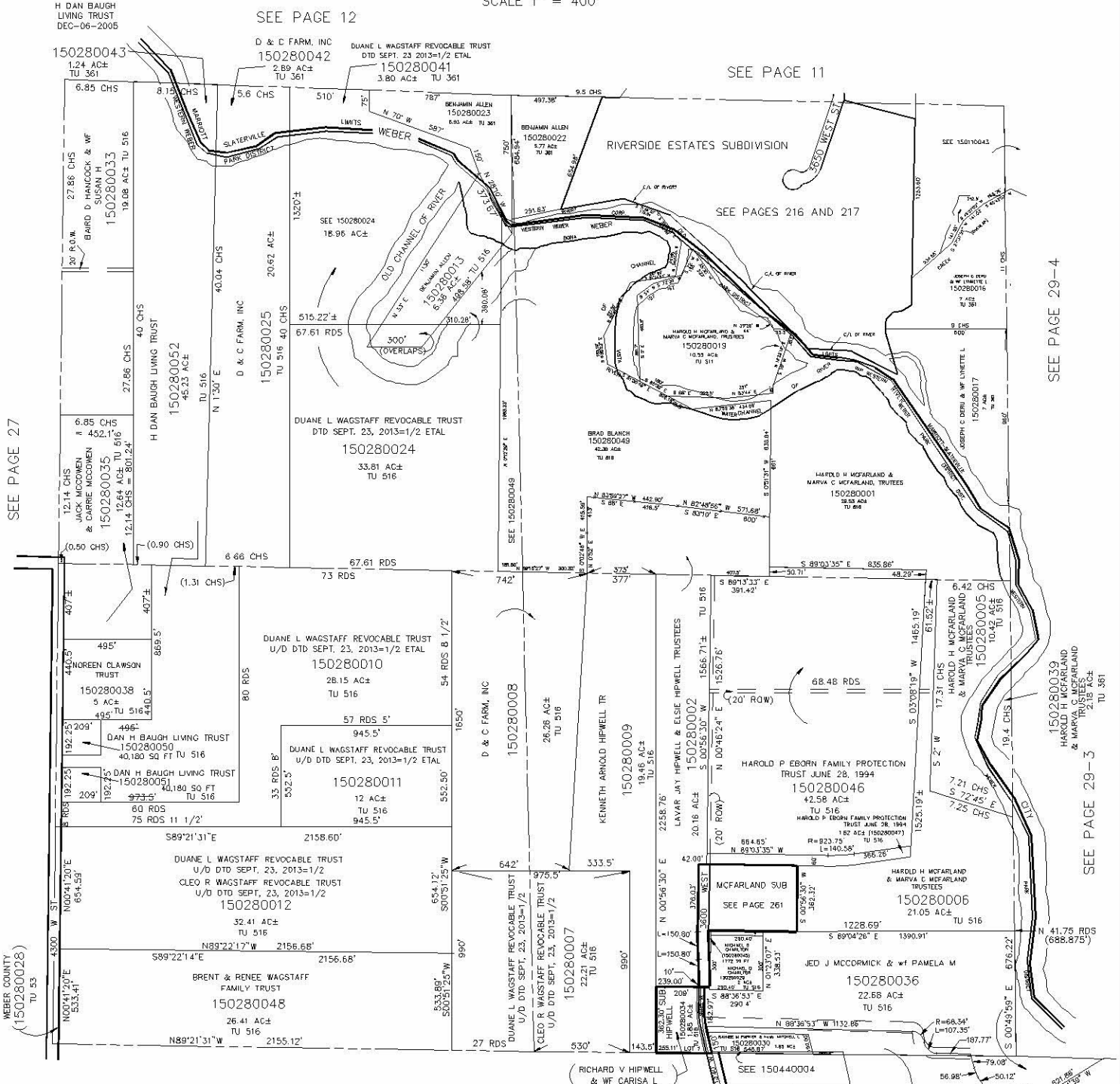
TAXING UNIT: 53,361,511,516

IN MARIOTT-SLATERVILLE CITY & WEBER COUNTY

SCALE 1" = 400'

SEE PAGE 12

SEE PAGE 11



SEE PAGE 27

SEE PAGE 29-4

SEE PAGE 29-3

SEE PAGE 47

*NOTE: APPROXIMATE LOCATION OF WEBER RIVER FROM AERIAL PHOTO (1986)

SEE PAGE 44

SEE 150440005



Dale Thorne
Escrow Officer

Stewart Title Insurance Agency of
Utah, Inc.
428 East 2600 North, Ste 3
North Ogden, UT 84414
(801) 786-1100 Phone
(801) 786-1110 Fax
dale.thorne@stewart.com

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When calling regarding this real estate transaction, please reference the following information:

Escrow Officer:	Dale Thorne
Email Address:	dale.thorne@stewart.com
Order Number:	01459-31632
Property Address:	N/A
	n/a, UT 84414
Seller	Harold P. Eborn and Sherrie A. Eborn
Buyer/Borrower:	Terakee Properties LP

Your review of the report will eliminate any surprises at the closing table, allow time to address any problems which may require your attention, provide up to date facts which may affect your clients, and assure a smooth closing.

Your business is very valuable to us. We are staffed and ready to provide you with the best service possible. If we ever fall short of your expectations, please notify us immediately as we are committed to your success.

Sincerely,

Dale Thorne
Escrow Officer

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ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

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

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

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

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:


Authorized Countersignature





Matt Morris
President and CEO

Stewart Title Insurance Agency of Utah,
Inc.
428 East 2600 North, Ste 3
North Ogden, UT 84414
(801) 786-1100



Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.



CONDITIONS

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

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

File No. 01459-31632

1. **Effective Date:** October 18, 2017 at 8:00 A.M.

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

Amount of Insurance

(a) ALTA Owner's	2006 (Standard)	Amount Premium
------------------	-----------------	---------------------------

Proposed Insured:

Terakee Properties LP

(b) ALTA Loan	2006 (Standard)	Amount Premium
---------------	-----------------	---------------------------

Proposed Insured:

Lender

Endorsements	8.1, 9, 22	Premium	\$60.00
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3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

Fee Simple

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

Harold P. Eborn and Sherrie A. Eborn, Trustees of The Harold P. Eborn Family Protection Trust dated June 28, 1994

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

SEE EXHIBIT "A" ATTACHED HERETO

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

N/A, n/a, UT 84414



EXHIBIT A
LEGAL DESCRIPTION

The land referred to herein is situated in the County of Weber, State of Utah, and is described as follows:

Parcel 1: (15-028-0046)

Part of the Southeast Quarter of Section 9, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, described as follows: Beginning at a point that is North 00°45'04" West along the Section line 1180.41 feet and South 89°14'56" West 530.57 feet from the Southeast corner of said Section 9; thence South 82°13'14" West 366.26 feet to a 923.75 foot radius curve, the center of which bears North 07°46'46" West; thence Westerly along said curve to the right through a central angle of 8°43'11", a distance of 140.58 feet; thence North 89°03'35" West 664.65 feet; thence North 0°46'24" East 1526.76 feet; thence South 89°13'33" East 391.42 feet; thence North 01°01'53" East 50.71 feet; thence South 89°03'35" East 835.86 feet; thence South 00°56'25" West 48.29 feet; thence South 03°08'19" West 1465.19 feet to the point of Beginning.

Parcel 2: (15-028-0047)

A 60 foot wide strip of ground which is part of the Southeast Quarter of Section 9, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, the Northerly boundary of which is described as follows: Beginning at a point that is North 00°45'04" West along the section line 1180.41 feet and South 89°14'56" West 530.57 feet from the Southeast corner of said Section 9; thence South 82°13'14" West 366.26 feet to a 923.75 foot radius curve, the center of which bears North 07°46'46" West; thence Westerly along said curve to the right through a central angle of 8°43'11" a distance of 140.58 feet; thence North 89°03'35" West 664.65 feet.

Tax ID: 15-028-0046 and 15-028-0047



COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART I

File No.: 01459-31632

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.
2. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
3. Pay all general and special taxes now due and payable.
4. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Assoc. or other recognized arbitrator a copy of which is available on request and can be obtained from the Company. Any decision reached by arbitration shall be binding upon both you and 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 property jurisdiction.
5. This Commitment will be subject to defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment if not cleared prior to recordation of the insured interest.
6. Release(s), reconveyance(s), or satisfaction(s), of items to be paid off.
7. Notice to Applicant: If the applicant desires copies of the documents underlying any exception to coverage shown herein, the Company will furnish the same on request, if available, either with or without charge as appears appropriate.
8. Notice to Applicant: The land covered herein may be serviced by districts, service companies and/or municipalities, which assesses charges for water, sewer, electricity and any other utilities, etc. which are not covered by this report or insured under a title insurance policy.
9. Pay us the premiums, fees and charges for the policy. In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$120.00.
10. Standard Exceptions 1 - 7 of Schedule B, Section 2, will be eliminated from the ALTA Loan Policy and the ALTA Homeowner's Policy upon satisfaction of any underwriting requirements.



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

File No.: 01459-31632

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

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; ditch rights; (d) minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel and other hydrocarbons in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities related thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records. 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.
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. Taxes for the year 2017 have been paid in the amount of \$291.67. Tax ID No. 15-028-0046.
(Parcel 1)

Taxes for the year 2017 have been paid in the amount of \$11.09. Tax ID No. 15-028-0047.
(Parcel 2)
9. Said property is located within the boundaries of Weber Basin Water Conservancy District, Taylor-West Weber Culinary Water Improvement District (731-1668), and Weber County Fire Protection Service Area No. 4, and is subject to the charges and assessments levied thereunder.
10. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, which becomes effective upon a change in the use of all or part of eligible land, by reason of that certain Application For Assessment And Taxation Of Agricultural Land, recorded July 30, 2015 as Entry No. 2748328, of Official Records.
11. Water rights, claims or title to water, whether or not the matters are shown by the Public Records.
12. 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, or under and that may be produced from the Land, together with all



COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II

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 interest that are not listed.

13. Resolution No. 23-2005, a resolution of the Board of County Commissioners of Weber County creating and establishing a special service district throughout all of Weber County, to be known as the "Weber Area Dispatch 911 and Emergency Services District", recorded January 24, 2006, as Entry No. 2156401 of Official Records.
14. The terms and conditions of that certain Certificate of Creation, creating and establishing the Northern Utah Environmental Resource Agency, and any future charges and assessments that may be levied thereunder, recorded January 20, 2015, as Entry No. 2718461, of Official Records.
15. Easements and rights of way of record or enforceable in law and equity for any existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines now existing over, under or across subject property.
16. Subject to a right of way for incidental street purposes over and across any portion of said property lying within the bounds of 3600 West Street.
17. Subject to a 20 foot right of way running across said property as disclosed by the Weber County Tax Plat.
18. Easement and right of way upon the terms and conditions therein provided, in favor of Utah Power & Light Company, recorded August 7, 1946 as Entry No. 118272, in Book 244, at Page 514, of Official Records.
19. Right of Way Easement and the terms, conditions and limitations contained therein, recorded August 7, 2000, as Entry No. 1719915, in Book 2085, at Page 1590 of County Records.
20. Right of Way Easement and the terms, conditions and limitations contained therein, recorded August 7, 2000, as Entry No. 1719916, in Book 2085, at Page 1592 of County Records.
21. A Deed of Trust executed by Harold Eborn and Allan Karras as TRUSTOR and Mountain View Title & Escrow, Inc. as TRUSTEE, in the stated amount of \$560,841.60, in favor of Harold McFarland and Marva McFarland, husband and wife as BENEFICIARY, recorded August 17, 2000 as Entry No. 1719914, in Book 2085, Page 1585, of Official Records.

(Note: Legal description of Deed of Trust is incomplete)

22. Subject to the Terms, Conditions and Stipulations of the Trust referred to herein. REQUIREMENT: A copy of the instrument creating said trust must be submitted for review.

NOTE: Judgments have been checked against the following:

Harold P. Eborn and Sherrie A. Eborn, Individually and as Trustees
The Harold P. Eborn Family Protection Trust
Terakee Properties LP

There were NO judgments found.

CHAIN OF TITLE



COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II

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:

NONE



STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies 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, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: *If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056*

SECTION 9, T.6N., R.2W., S.L.B. & M.

TAXING UNIT: 53,361,511,516

IN MARIOTT-SLATERVILLE CITY & WEBER COUNTY

SCALE 1" = 400'

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SEE PAGE 29-4

SEE PAGE 29-3

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*NOTE: APPROXIMATE LOCATION OF WEBER RIVER FROM AERIAL PHOTO (1986)

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SEE 150440005