



**First American Title**

5929 S. Fashion Pointe Dr, Ste 120  
South Ogden, UT 84403  
(801)479-6600  
Fax: (866)464-4408  
sheiner@firstam.com

=====

**COMMITMENT FOR TITLE INSURANCE PREPARED FOR:**

**PROPERTY INFORMATION:**

Parcel 1: 2372 East Regency Drive, Ogden, UT 84403  
Parcel 2: 2402 East Regency Drive, Ogden, UT 84403

<b><u>LISTING AGENT</u></b>	<b><u>SELLING AGENT</u></b>
<b><u>LENDER</u></b>	<b><u>BUYER/SELLER</u></b>
Lender To Be Determined	BUYER/BORROWER: To Be Determined  SELLER/OWNER: The James E. Yerage Revocable Trust and The Karla F. Yerage Revocable Trust and Jeffery R. Kemp

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

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*First American Title*

# Commitment

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 338-5923353

### COMMITMENT FOR TITLE INSURANCE

Issued By

***FIRST AMERICAN TITLE INSURANCE COMPANY***

### NOTICE

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

***First American Title Insurance Company***

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

**If this jacket was created electronically, it constitutes an original document.**

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

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

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

### 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.

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**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>.

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First American Title

# Schedule A

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 338-5923353

### Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company

Issuing Office: 215 South State Street, Suite 280, Salt Lake City, UT 84111

ALTA ® Universal ID: 1155793

Commitment No.: 338-5923353

Issuing Office File No.: 338-5923353

Property Address:

Parcel 1: 2372 East Regency Drive, Ogden, UT 84403

Parcel 2: 2402 East Regency Drive, Ogden, UT 84403

Revision No.: 2

**ESCROW/CLOSING INQUIRIES** should be directed to your Escrow Officer: **Susan Heiner at (801)479-6600 located at 5929 S. Fashion Pointe Dr, Ste 120, South Ogden, UT 84403.**

### SCHEDULE A

1. Commitment Date: July 02, 2018 8:00 AM
2. Policies to be issued:
3. Policy to be issued:
  - (a)  ALTA® Owner's Policy of Title Insurance  
 ALTA Homeowner's Policy ("Eagle")  
 Proposed Insured: To Be Determined  
 Proposed Policy Amount: \$0.00 Premium: TBD
  - (b)  ALTA® Loan Policy of Title Insurance  
 ALTA Expanded Coverage Residential Loan Policy ("Eagle")  
 Proposed Insured:Lender To Be Determined  
 Proposed Policy Amount: \$0.00 Premium: TBD
  - (c)  ALTA® Policy  
 Proposed Insured:  
 Proposed Policy Amount: \$ Premium:
  - (d) Endorsements 9-06, 22-06 and 8.1-06 Premium: \$60.00
4. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
5. Title to the estate or interest in the Land is at the Commitment Date vested in:

**James E. Yerage, or his Successor, as Trustee of The James E. Yerage Revocable Trust established by declaration of Trust, dated August 3, 1993, as to an undivided one-half (1/2) interest**

**and**

**Karla F. Yerage, or her Successor, as Trustee of The Karla F. Yerage Revocable Trust**

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**established by declaration of Trust, dated August 3, 1993, as to an undivided one-half (1/2) interest, as to Parcel 1**

**and**

**Jeffery R. Kemp, as to Parcel 2**

6. The Land is located in Weber County, UT, and is described as follows:

PARCEL 1:

LOT 21, WOODLAND HILLS SUBDIVISION NO. 2, AMENDED PLAT, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE WEBER COUNTY RECORDER'S OFFICE.

PARCEL 2:

LOT 22, WOODLAND HILLS SUBDIVISION NO. 2, AMENDED PLAT, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE Weber COUNTY RECORDER'S OFFICE.

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First American Title

## Schedule BI & BII

### ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 338-5923353

Commitment No.: 338-5923353

#### **SCHEDULE B, PART I**

#### **Requirements**

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. Provide releases, reconveyances, or other instruments, acceptable to the Company, including payment of any amounts due, removing the encumbrances shown in Schedule B, Part II that are objectionable to the Proposed Insured.
6. Provide us with copies of appropriate agreements, resolutions, certificates, or other evidence needed to identify the parties authorized to execute the documents creating the interest to be insured.
7. Provide us with any information regarding personal property taxes which may have been assessed or are due and payable which could become a lien on the real property.

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## Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: 338-5923353

Commitment No.: 338-5923353

### SCHEDULE B, PART II

#### Exceptions

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

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interest or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances or claims thereof, not shown by the Public Record.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and not shown in the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Record.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

**Subject to underwriting review and approval, some or all of Exceptions 1-7 may be omitted on extended coverage and Eagle policies**

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(The following exception affects Parcel 1)

8. Taxes for the year 2018 now a lien, not yet due. General property taxes for the year 2017 were paid in the amount of \$ 5,594.57. Tax Parcel No. 07-193-0006.

(The following exception affects Parcel 2)

9. Taxes for the year 2018 now a lien, not yet due. General property taxes for the year 2017 were paid in the amount of \$ 1,278.76. Tax Parcel No. 07-193-0007.
10. Any charge upon the Land by reason of its inclusion in Uintah Highlands Water & Sewer and Central Weber Sewer.
11. Easements, notes and restrictions as shown on the recorded plat.
12. Weber Basin Water Conservancy District Application for Reallocation of Class D Allotment recorded July 06, 1977 as Entry No. 704009 in Book 1186 at Page 535 of Official Records.
13. Any covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions contained within those certain declarations recorded November 01, 1976 as Entry No. 679644 in Book 1148 at Page 546 of Official Records, and any amendments thereto, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenant, condition or restriction violates 42 USC 3604(c).

(The following exception affects Parcel 1 and all of the Land, together with other land not included herein)

14. A Deed of Trust dated November 13, 2014 by and between James E. Yerage as Trustor in favor of Goldenwest Federal Credit Union as Trustee and Goldenwest Federal Credit Union as Beneficiary, to secure an original indebtedness of \$281,000.00 and any other amounts or obligations secured thereby, recorded November 19, 2014 as Entry No. 2711244 of Official Records.

(The following exception affects Parcel 1 and and all of the Land, together with other land not included herein)

15. A Revolving-Line-of-Credit Deed of Trust dated November 13, 2014 by and between James E. Yerage as Trustor in favor of Goldenwest Federal Credit Union as Trustee and Goldenwest Federal Credit Union as Beneficiary, to secure a revolving line of credit in the original amount of \$181,000.00 and any other amounts or obligations secured thereby, recorded November 19, 2014 as Entry No. 2711251 of Official Records.

Note: The herein-above mentioned deed of trust secures a revolving line of credit. The Company requires signed authorization from Trustor(s) closing line of credit.

A Loan Modification Agreement recorded March 13, 2018 as Entry No. 2909568 of Official Records provides that the Deed of Trust or the obligation secured thereby has been modified.

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The name(s) James E. Yerage, The James E. Yerage Revocable Trust, Karla F. Yerage, The Karla F. Yerage Revocable Trust and Jeffery R. Kemp, has/have been checked for judgments, State and Federal tax liens, and bankruptcies and if any were found, are disclosed herein.

**NOTE:** According to the public records, there have been no Deeds conveying the land described herein within a period of 24 months prior to the date of this Report, except as follows:

A Deed recorded March 13, 2018 as Instrument No. 2909567 of Official Records.

Executed by: James E. Yerage, The James E. Yerage Revocable Trust, Karla F. Yerage and The Karla F. Yerage Revocable Trust

To: James E. Yerage

A Deed recorded March 13, 2018 as Instrument No. 2909569 of Official Records.

Executed by: James E. Yerage

To: James E. Yerage, The James E. Yerage Revocable Trust, Karla F. Yerage and The Karla F. Yerage Revocable Trust

A Deed recorded April 16, 2018 as Instrument No. 2915184 of Official Records.

Executed by: James E. Yerage

To: Jeffery R. Kemp

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Title inquiries should be directed to Mark Snyder @ (801)578-8835.

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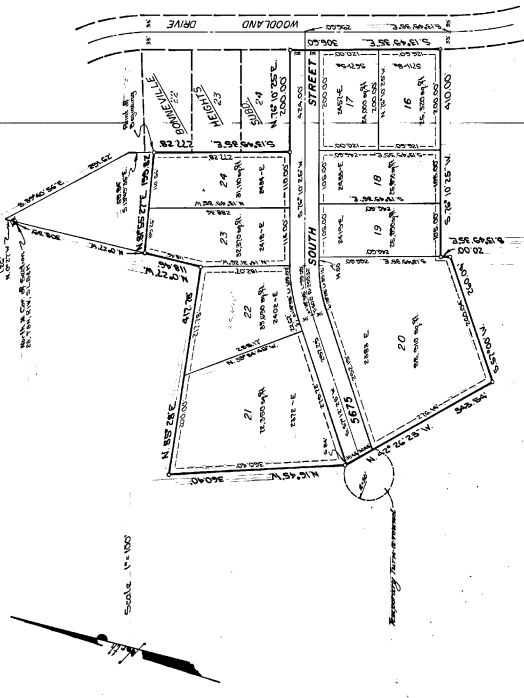
The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

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**AMENDED PLAT**  
**WOODLAND HILLS SUBDIVISION NO. 2**  
 A PART OF THE NORTH 1/2 OF SECTION 23, 75N, 10W, SLB & M, U.S. SURVEY  
 WEBER COUNTY, UTAH  
 OCTOBER, 1976



**SURVEYORS CERTIFICATE**  
 I, Glenn A. Remington, a registered land surveyor in the State of Utah, County of Weber, do hereby certify that the above described plat was prepared by me or under my direct supervision and that I am a duly licensed and qualified surveyor in the State of Utah. I am a member of the Utah Surveyors Association and am duly licensed and qualified in the State of Utah. I am a member of the Utah Surveyors Association and am duly licensed and qualified in the State of Utah. I am a member of the Utah Surveyors Association and am duly licensed and qualified in the State of Utah.

*Glenn A. Remington*  
 Surveyor

**OWNERS DEDICATION**  
 We, the undersigned owners of the herein described plat, do hereby dedicate to the public the herein described plat for the use and enjoyment of the people of the State of Utah. We, the undersigned owners of the herein described plat, do hereby dedicate to the public the herein described plat for the use and enjoyment of the people of the State of Utah. We, the undersigned owners of the herein described plat, do hereby dedicate to the public the herein described plat for the use and enjoyment of the people of the State of Utah.

*William L. Wright*  
*Alma B. Wright*  
*James R. Wright*  
*Alma B. Wright*  
*Alma B. Wright*

**ACKNOWLEDGMENT**  
 I, the undersigned, do hereby acknowledge the execution of the foregoing plat by the herein named parties and the contents thereof. I, the undersigned, do hereby acknowledge the execution of the foregoing plat by the herein named parties and the contents thereof. I, the undersigned, do hereby acknowledge the execution of the foregoing plat by the herein named parties and the contents thereof.

*James R. Wright*  
*Alma B. Wright*  
*Alma B. Wright*

**BOUNDARY DESCRIPTION**  
 A plat of the herein described plat, containing a part of the herein described plat, was previously approved by the State of Utah, County of Weber, on the 18th day of October, 1976, and the same was recorded in the public records of the County of Weber, Utah, in Book 20 of Public Records, Page 13. The herein described plat is a part of the herein described plat and is subject to the same conditions and restrictions as the herein described plat.

**WEBER COUNTY ATTORNEY**  
 I, the undersigned, do hereby certify that the herein described plat is a part of the herein described plat and is subject to the same conditions and restrictions as the herein described plat. I, the undersigned, do hereby certify that the herein described plat is a part of the herein described plat and is subject to the same conditions and restrictions as the herein described plat.

*Frank W. Remington*  
 County Attorney

**WEBER COUNTY ENGINEER**  
 I, the undersigned, do hereby certify that the herein described plat is a part of the herein described plat and is subject to the same conditions and restrictions as the herein described plat. I, the undersigned, do hereby certify that the herein described plat is a part of the herein described plat and is subject to the same conditions and restrictions as the herein described plat.

*Frank W. Remington*  
 County Engineer

**WEBER COUNTY APPROVAL**  
 This plat is hereby approved by the Board of Commissioners of the County of Weber, Utah, on the 18th day of October, 1976. This plat is hereby approved by the Board of Commissioners of the County of Weber, Utah, on the 18th day of October, 1976.

*Frank W. Remington*  
 County Commissioner

**WEBER COUNTY PLANNING COMMISSION**  
 This plat is hereby approved by the Planning Commission of the County of Weber, Utah, on the 18th day of October, 1976. This plat is hereby approved by the Planning Commission of the County of Weber, Utah, on the 18th day of October, 1976.

*Frank W. Remington*  
 Planning Commission Member

**NOTARY PUBLIC**  
 I, the undersigned, do hereby certify that the herein described plat is a part of the herein described plat and is subject to the same conditions and restrictions as the herein described plat. I, the undersigned, do hereby certify that the herein described plat is a part of the herein described plat and is subject to the same conditions and restrictions as the herein described plat.

*Frank W. Remington*  
 Notary Public

**688400 \$6.00**  
 FILED FOR RECORDING  
 Notary Public  
 in Book 20 of Public Records, Page 13  
 RUTH EMERSON OLSEN  
 Notary Public

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