

First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment

57008

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 <u>Conditions</u>, *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

Jeffrey J. Probinson

Reference:

Michael John Coulter, IRA/Doreen Choong TBD Long Horn Drive, Sheridan

Jeffrey S. Robinson, Secretary

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

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; and a counter-signature by the Company or its issuing agent that may be in electronic form.



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)(ii) 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.

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(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

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

Arbitration provision intentionally removed.

FIRST AMERICAN TITLE INSURANCE COMPANY

By:

Authorized Signatory

Transaction Identification Data for reference only: Issued by Company: Wilcox Abstract & Title (License #18672) Address: 307 W. Burkitt St., Sheridan WY 82801

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First American Title Insurance Company

Schedule A

57008

SCHEDULE A

- 1. Commitment Date: March 8, 2021 at 05:00 PM
- 2. Policy(s) to be issued:
 - (a) ALTA® Owner's Policy (8-1-2016)

Proposed Insured: **Doreen Choong and Jess Yeigh, wife and husband**Proposed Policy Amount: **\$75,000.00**

- 3. The estate or interest in the Land described or referred to in this Commitment is: FEE SIMPLE
- 4. Title to the Fee estate or interest in the Land is at the Commitment Date vested in:

Equity Trust Company Custodian FBO Michael John Coulter, IRA, Fifty Percent undivided interest and Equity Trust Company Custodian FBO Shirley Pradere Coulter, IRA, Fifty Percent, Undivided Interest

5. The Land is described as follows:

Lot 1 of Powder Horn Ranch Minor No. 13 Subdivision. A subdivision in Sheridan County, Wyoming, filed as Plat #P-60, in the Office of the Sheridan County Clerk.

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Schedule BI & BII		57008
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		ALTA Commitment for Title Insurance

SCHEDULE B, PART I REQUIREMENTS

All of the following Requirements must be met:

- A. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- B. Pay the agreed amount for the estate or interest to be insured.
- C. Pay the premiums, fees, and charges for the Policy to the Company.
- D. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - 1. Warranty Deed from Equity Trust Company Custodian FBO Michael John Coulter, IRA, Fifty Percent undivided interest and Equity Trust Company Custodian FBO Shirley Pradere Coulter, IRA, Fifty Percent, Undivided Interest to Doreen Choong and Jess Yeigh, wife and husband . NOTE: A Statement of Consideration is required with each transfer of Title in the State of Wyoming.

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. 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. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of the persons in possession of the Land.
- 3. Easements, claims of easements or encumbrances that are not shown in the Public Records.
- 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 that are not shown in the Public Records.
- 5. 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.
- 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, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 7. Ownership or title to any mineral interest, and the effect on the surface of the exercise of the mineral rights.
- 8. The lien of real estate taxes or assessments imposed on the Title by a governmental authority that are not shown as existing liens in the records of the County Treasurer or in the Public Records.
- 9. TAXES FOR THE YEAR 2021.
 - NOTE: Taxes for the year 2020 appear to be in the amount of \$582.73, Parcel No. 2109, according to the County Treasurer. The first installment is due September 1, and payable on or before November 10. The second installment is due March 1 of the following year, and payable on or before May 10. The first installment is \$291.37 and PAID. The second installment is \$291.36 and PAID.
- 10. The Land is located in the Big Horn Water District and may be subject to annual assessments and/or periodic charges.
- 11. The Land is located in the Powder Horn Ranch Homeowners Association District and may be subject to annual assessments and/or periodic charges.
- 12. The Land is located in the Powder Horn Improvement Service District and may be subject to annual assessments and/or periodic charges. Resolution of Organization for the Powder Horn Ranch Improvement District and terms and conditions contained therein, Recorded: November 1, 1995, Recording Information: Book 376, Page 343.

- CONTINUED -

- 13. Easement(s), including the terms and conditions thereof, as shown on the subdivision plat, recorded: January 7, 2002 in Book P of Plats, Page 60.
- 14. Water Service Agreement including the conditions thereof: Between Powder Horn Ranch LLC and Sheridan Area Water Supply Joint Powers Board Recorded March 15, 1996, Book 378, Page 532.
- 15. Affidavit of Scope of Covenants, including terms and conditions contained therein: Recorded: April 18, 1996 Recording Information: Book 379, Page 227 and Supplementary Affidavit of Scope of Covenants, Recorded: September 24, 2010 in Book 519, Page 10.
- 16. Certificate of Partial Vacation of Plat, including terms and conditions contained therein: Recorded: January 7, 2002 Recording Information: Book 430, Page 72.
- Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or 17. restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes, recorded September 27, 1995 in Book 375, Page 563. Also, First Supplementary Covenants recorded 26 February 1996 in Book 378 of Deeds, Page 321, Second Supplementary Covenants recorded March 12, 1996 in Book 378 of Deeds, Page 486 and rerecorded April 10, 1996 in Book 379 of Deeds, Page 135, Supplementary Declaration recorded November 12, 1996 in Book 383, Page 71, Third Supplementary Declaration recorded June 19, 1997 in Book 386 of Deeds, Page 401, Fourth Supplementary Declaration recorded November 4, 1997 in Book 389 of Deeds, Page 16, Fifth Supplementary Declaration recorded 3 March 1998 in Book 391 of Deeds, Page 27, Sixth Supplementary Declaration recorded July 22, 1998 in Book 394 of Deeds, Page 518, Seventh Supplementary Declaration recorded April 11, 2000 in Book 413 of Deeds, Page 667, Eighth Supplementary Declaration recorded December 8, 2000 in Book 419 of Deeds, Page 516, Supplementary Declaration recorded March 6, 2002 in book 432, Page 75, Ninth Supplementary Declaration recorded July 24, 2002 in Book 435 of Deeds, Page 681, Tenth Supplementary Declaration recorded August 7, 2003 in Book 445 of Deeds, Page 609, Restated Declaration for The Meadows recorded November 19, 2003 in Book 448, Page 539, Restated Declaration recorded Eleventh Supplementary Declaration recorded April 19, 2004 in Book 452 of Deeds, Page 411, Twelfth Supplementary Declaration recorded July 26, 2005 in Book 455, Page 162, Thirteenth Supplementary Declaration recorded September 30, 2005 in Book 467, Page 582, Fourteenth Supplementary Declaration recorded December 12, 2005 in Book 469, page 602, Declaration recorded April 18, 2006 in Book 473, Page 432, Corrective Affidavit as to Fourteenth Supplementary Declaration of Covenants recorded April 25, 2006 in Book 473, Page 594, Declaration of Covenants recorded December 19, 2006 in Book 480, Page 255, Fifteenth Supplementary Declaration recorded October 26, 2007 in Book 490, Page 459, Sixteenth Supplementary Declaration recorded November 29, 2007 in Book 491, Page 522, Seventeenth Supplementary Declaration recorded April 14, 2008 in Book 494, Page 777, Eighteenth Supplementary Declaration recorded April 23, 2009 in Book 505, Page 151 and recorded May 4, 2009 in Book 505, Page 340, Nineteenth Supplementary Declaration recorded September 21, 2010 in Book 518, Page 716 and Twentieth Supplementary Declaration recorded May 4, 2009 in Book 518, Page 734 and Twenty-First Supplementary Declaration recorded July 23, 2015 in Book 554, Page 359 and Twenty-Second Supplementary Declaration recorded June 30, 2017, Book 567, Page 515.
- 18. Residential Development Standards, including terms and conditions contained therein: Recorded: July 6, 2000 Recording Information: Book 416, Page 166. Extension recorded July 29, 2004 in Book 455, Page 327. Extension recorded December 2, 2005 in Book 469, Page 600. Declaration of Covenants and Restrictions recorded April 18, 2006 and a Corrective Affidavit recorded April 25, 2006 in Book 473, Page 594 and Extension Recorded and Extension Recorded April 14, 2008 in Book 494, Page 782 and Residential Development Standards Recorded April 30, 2009, Book 505, Page 268 and Adoption of Residential Development Standards Recorded March 10, 2017, Book 565, Page 434 and Residential Development Standards recorded June 15, 2018, Book 574, Page 446.

Wilcox Abstract & Title Co., as agent for The First American Corporation First American Title Insurance Company PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, as appraisal companies, nome warranty companies, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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RE: Commitment No. 57008

OWNER'S AFFIDAVIT to FIRST AMERICAN TITLE INSURANCE COMPANY

The undersigned, being first duly sworn, deposes and says:

1. That they are the owner of following described land in Wyoming:

That has the address of: TBD Long Horn Drive, Sheridan, WY; (PHR Minor #13 L1)

That to the best of the Affiant's knowledge:

could otherwise result in a lien NONE Description of Improvement: Was completed on:	works of improvement or materials furnished on the land within the last 180 days, or that except: At a cost of \$
3. There are no public improve closing, except:	ments affecting the land that would give rise to a special tax or assessment after the date
□ NONE	n(s) in possession of or who have been permitted to use of the land other than:
	ntracts, leases, easements or other agreements or interests relating to the land, except:
title, except: □ NONE	y proceedings or other matters pending in any court that would result in an encumbrance
the title insurance commitment NONE	ge of any matters of title which may arise or be recorded against the land between the date on the date of the dat
subsidiaries to issue its Polic fully understands the legal asp	urpose of inducing First American Title Insurance Company and its agents, offices an (s) of Title Insurance. The undersigned acknowledges that he has read the foregoing and ects of any misrepresentation and/or untrue statements made herein and indemnifies and ance Company harmless against liability by reason of its reliance upon the statements an
Dated this day of	, 2021.
Michael John Coulter, IRA	Shirley Pradere Coulter, IRA
State of)
County of)ss
Subscribed and sworn this	day of, 2021.
Witness my hand and official se	al.
	Notary Public