

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
COMMONWEALTH LAND 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, Commonwealth Land Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

  By: _____ Authorized Signatory	COMMONWEALTH LAND TITLE INSURANCE COMPANY By:  ATTEST  President Secretary
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Transaction Identification Data for reference only:Issuing Agent: **Metro National Title**Issuing Office: **345 East Broadway, Salt Lake City, UT 84111**

Loan ID Number:

Commitment Number:

Issuing Office File Number: **107661**Property Address: **23-152-0001, Unit 1, Eden, UT 84310**

Revision Number:

SCHEDULE A

1. Commitment Date: **June 23, 2025 at 7:45 AM**
2. Policy to be issued:
 - (a) 2006 ALTA Owner's Policy
Proposed Insured: **Title Commitment for County Plat Approval**
Proposed Policy Amount:
Owner's Policy: **\$0.00**
 - (b) 2006 ALTA Loan Policy (Extended)
Proposed Insured: **Lender with contractual obligations under a loan agreement with the Proposed Insured identified as Schedule A, Item 2(a)**
Proposed Policy Amount:
Lender's Policy: **\$0.00**
Endorsements:
Endorsement Premium(s): **\$0.00**
 - (c) 2006 ALTA Leasehold Policy
Proposed Insured:
3. The estate or interest in the Land described or referred to in this Commitment is **FEE SIMPLE**
4. Title to the estate or interest in the Land is at the Commitment Date vested in:

**High Yield Jojoba Farms, a California corporation, as to Parcel 1;
Powder Village LLC, a Delaware limited liability company, as to Parcel 2;
SMHG Phase I LLC, a Delaware limited liability company, as to Parcel 3;
Legal Barn Dance, LLC, a Utah limited liability company, as to Parcel 4;
Gregg Flower and Dawn Marie Flower, husband and wife as joint tenants, as to Parcel 5;
Dustin John Fanciullo and Emily Grace Fanciullo, husband and wife, as to Parcel 6;
GumbyPow LLC, a Utah limited liability company, as to Parcel 7;
Rip Rap Ridge, LLC, a Delaware limited liability company, as to Parcel 8;
VN Lot 9 Powder, LLC, a Utah limited liability company, as to Parcel 9;
Skjaldborg, LLC, a Texas limited liability company, as to Parcel 10;
James L. McCullough, Trustees of the McCullough Family Trust dated 9-6-2001, as to Parcel 11;
SMHG Phase I LLC, a Delaware limited liability company, as to Parcel 12;
WeTerra LLC, a Delaware limited liability company, as to Parcel 13;
SMHG Phase I LLC, a Delaware limited liability company, as to Parcel 14;**

**Frank Roan, as to Parcel 15;
Brooke Hontz, as to Parcel 16;
Jay P. Holland and Pamela B. Shein and their successor as Trustee of the Holland Living Trust dated August 27, 2024, as to Parcel 17;
Beastie x Mumford Land LLC, a Wyoming limited liability company, as to Parcel 18;
Jessica Ginn, Trustee of the Patrick J. Ginn Trust FBO Jessica Ginn, dated November 16, 2021, as to Parcel 19;
Daniel M Davis, as to Parcel 20;
SMHG Phase I LLC, a Delaware limited liability company, as to Parcel 21;
SMHG Landco LLC, a Delaware limited liability company, as to Parcel 22;**

5. The land referred to in this Commitment is in the State of Utah, County of Weber and is described as follows:

See attached Exhibit “A”

Exhibit “A”

Parcel 1:

All of Unit 1, Village Nest East at Powder Mountain - PRUD, Weber County, Utah, according to the official plat thereof on file and of record in the office of the Weber County Recorder.

TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration of Covenants, Conditions, and Restrictions, which include, without limitation, an easement for vehicular ingress and egress over and across said Common Areas to and from said Lot to a physically open and legally dedicated public street.

Parcel 2:

All of Unit 2, Village Nest East at Powder Mountain - PRUD, Weber County, Utah, according to the official plat thereof on file and of record in the office of the Weber County Recorder.

TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration of Covenants, Conditions, and Restrictions, which include, without limitation, an easement for vehicular ingress and egress over and across said Common Areas to and from said Lot to a physically open and legally dedicated public street.

Parcel 3:

All of Unit 3, Village Nest East at Powder Mountain - PRUD, Weber County, Utah, according to the official plat thereof on file and of record in the office of the Weber County Recorder.

TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration of Covenants, Conditions, and Restrictions, which include, without limitation, an easement for vehicular ingress and egress over and across said Common Areas to and from said Lot to a physically open and legally dedicated public street.

Parcel 4:

All of Unit 4, Village Nest East at Powder Mountain - PRUD, Weber County, Utah, according to the official plat thereof on file and of record in the office of the Weber County Recorder.

TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration of Covenants, Conditions, and Restrictions, which include, without limitation, an easement for vehicular ingress and egress over and across said Common Areas to and from said Lot to a physically open and legally dedicated public street.

Parcel 5:

All of Unit 5, Village Nest East at Powder Mountain - PRUD, Weber County, Utah, according to the official plat thereof on file and of record in the office of the Weber County Recorder.

TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration of Covenants, Conditions, and Restrictions, which include, without limitation, an easement for vehicular ingress and egress over and across said Common Areas to and from said Lot to a physically open and legally dedicated public street.

Parcel 6:

All of Unit 6, Village Nest East at Powder Mountain - PRUD, Weber County, Utah, according to the official plat thereof on file and of record in the office of the Weber County Recorder.

TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration of Covenants, Conditions, and Restrictions, which include, without limitation, an easement for vehicular ingress and egress over and across said Common Areas to and from said Lot to a physically open and legally dedicated public street.

Parcel 7:

All of Unit 7, Village Nest East at Powder Mountain - PRUD, Weber County, Utah, according to the official plat thereof on file and of record in the office of the Weber County Recorder.

TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration of Covenants, Conditions, and Restrictions, which include, without limitation, an easement for vehicular ingress and egress over and across said Common Areas to and from said Lot to a physically open and legally dedicated public street.

Parcel 8:

All of Unit 8, Village Nest East at Powder Mountain - PRUD, Weber County, Utah, according to the official plat thereof on file and of record in the office of the Weber County Recorder.

TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration of Covenants, Conditions, and Restrictions, which include, without limitation, an easement for vehicular ingress and egress over and across said Common Areas to and from said Lot to a physically open and legally dedicated public street.

Parcel 9:

All of Unit 9, Village Nest East at Powder Mountain - PRUD, Weber County, Utah, according to the official plat thereof on file and of record in the office of the Weber County Recorder.

TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration of Covenants, Conditions, and Restrictions, which include, without limitation, an easement for vehicular ingress and egress over and across said Common Areas to and from said Lot to a physically open and legally dedicated public street.

Parcel 10:

All of Unit 10, Village Nest East at Powder Mountain - PRUD, Weber County, Utah, according to the official plat thereof on file and of record in the office of the Weber County Recorder.

TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration of Covenants, Conditions, and Restrictions, which include, without limitation, an easement for vehicular ingress and egress over and across said Common Areas to and from said Lot to a physically open and legally dedicated public street.

Parcel 11:

All of Unit 11, Village Nest East at Powder Mountain - PRUD, Weber County, Utah, according to the official plat thereof on file and of record in the office of the Weber County Recorder.

TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration of Covenants, Conditions, and Restrictions, which include, without limitation, an easement for vehicular ingress and egress over and across said Common Areas to and from said Lot to a physically open and legally dedicated public street.

Parcel 12:

All of Unit 12, Village Nest East at Powder Mountain - PRUD, Weber County, Utah, according to the official plat thereof on file and of record in the office of the Weber County Recorder.

TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration of Covenants, Conditions, and Restrictions, which include, without limitation, an easement for vehicular ingress and egress over and across said Common Areas to and from said Lot to a physically open and legally dedicated public street.

Parcel 13:

All of Unit 13, Village Nest East at Powder Mountain - PRUD, Weber County, Utah, according to the official plat thereof on file and of record in the office of the Weber County Recorder.

TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration of Covenants, Conditions, and Restrictions, which include, without limitation, an easement for vehicular ingress and egress over and across said Common Areas to and from said Lot to a physically open and legally dedicated public street.

Parcel 14:

All of Unit 14, Village Nest East at Powder Mountain - PRUD, Weber County, Utah, according to the official plat thereof on file and of record in the office of the Weber County Recorder.

TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration of Covenants, Conditions, and Restrictions, which include, without limitation, an easement for vehicular ingress and egress over and across said Common Areas to and from said Lot to a physically open and legally dedicated public street.

Parcel 15:

All of Unit 15, Village Nest East at Powder Mountain - PRUD, Weber County, Utah, according to the official plat thereof on file and of record in the office of the Weber County Recorder.

TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration of Covenants, Conditions, and Restrictions, which include, without limitation, an easement for vehicular ingress and egress over and across said Common Areas to and from said Lot to a physically open and legally dedicated public street.

Parcel 16:

All of Unit 16, Village Nest East at Powder Mountain - PRUD, Weber County, Utah, according to the official plat thereof on file and of record in the office of the Weber County Recorder.

TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration of Covenants, Conditions, and Restrictions, which include, without limitation, an easement for vehicular ingress and egress over and across said Common Areas to and from said Lot to a physically open and legally dedicated public street.

Parcel 17:

All of Unit 17, Village Nest East at Powder Mountain - PRUD, Weber County, Utah, according to the official plat thereof on file and of record in the office of the Weber County Recorder.

TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration of Covenants, Conditions, and Restrictions, which include, without limitation, an easement for vehicular ingress and egress over and across said Common Areas to and from said Lot to a physically open and legally dedicated public street.

Parcel 18:

All of Unit 18, Village Nest East at Powder Mountain - PRUD, Weber County, Utah, according to the official plat thereof on file and of record in the office of the Weber County Recorder.

TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration of Covenants, Conditions, and Restrictions, which include, without limitation, an easement for vehicular ingress and egress over and across said Common Areas to and from said Lot to a physically open and legally dedicated public street.

Parcel 19:

All of Unit 19, Village Nest East at Powder Mountain - PRUD, Weber County, Utah, according to the official plat thereof on file and of record in the office of the Weber County Recorder.

TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration of Covenants, Conditions, and Restrictions, which include, without limitation, an easement for vehicular ingress and egress over and across said Common Areas to and from said Lot to a physically open and legally dedicated public street.

Parcel 20:

All of Unit 20, Village Nest East at Powder Mountain - PRUD, Weber County, Utah, according to the official plat thereof on file and of record in the office of the Weber County Recorder.

TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration of Covenants, Conditions, and Restrictions, which include, without limitation, an easement for vehicular ingress and egress over and across said Common Areas to and from said Lot to a physically open and legally dedicated public street.

Parcel 21:

All of the Common Areas, Village Nest East at Powder Mountain - PRUD, Weber County, Utah, according to the official plat thereof on file and of record in the office of the Weber County Recorder.

TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration of Covenants, Conditions, and Restrictions, which include, without limitation, an easement for vehicular ingress and egress over and across said Common Areas to and from said Lot to a physically open and legally dedicated public street.

Parcel 22:

Beginning at a point which is on the Northerly right of way line of Daybreak Ridge, said point being South 618.43 feet, and East 1564.20 feet, from the North Quarter Corner of Section 8, Township 7 North, Range 2 East, Salt Lake Base and Meridian, (basis of bearings for this description is North 89°55'51" West along the line between the Northwest Corner of Section 6, Township 7 North, Range 2 East, Salt Lake Base and Meridian and the monument at the intersection of the Weber/Cache County Line, tie from the Northwest Corner of Section 6, to the North Quarter Corner of Section 8 is South 53°43'38" East 9312.68 feet), and running, thence easterly along a curve to the Left, having a radius of 20.00 feet, (chord bears South 89°59'50" East, 27.77 feet), through a Central Angle of 87°55'57", for an arc distance of 30.69 feet; thence easterly along a reverse curve to the Right, having a radius of 150.00 feet, (chord bears North 71°40'38" East, 129.82 feet), through a central angle of 51°16'54", for an arc distance, for an arc distance of 134.25 feet; thence South 82°40'55" East, 244.29 feet; thence South 52°45'07" East, 51.39 feet; thence South 37°14'53" West, 38.00 feet; thence North 52°45'07" West, 28.70 feet; thence South 33°08'25" West, 38.68 feet; thence North 74°27'58" West, 14.87 feet; thence South 5°29'08" East, 284.96 feet; thence South 10°33'40" West, 13.48 feet; thence southerly along a curve to the Right, having a radius of 484.00 feet, (chord bears South 12°34'57" West, 34.14 feet), through a central angle of 4°02'34", for an arc distance of 34.15 feet; thence South 14°36'14" West, 92.17 feet; thence South 63°56'35" West, 16.83 feet; thence West, 79.81 feet to the easterly line of Daybreak Ridge; thence along said easterly line of Daybreak Ridge following eight (8) Courses; 1) thence North 30°01'02" West, 149.77 feet; 2) Thence northerly along a curve to the Right, having a radius of 307.00 feet, (chord bears North 17°51'53" West, 129.26 feet), through a central angle of 24°18'18", for an arc distance of 130.23 feet; 3) thence North 5°42'44" West, 87.37 feet; 4) thence northwesterly along a curve to the Left, having a radius of 118.00 feet, (chord bears North 29°46'51" West, 96.25 feet), through a central angle of 48°08'14", for an arc distance of 99.14 feet; 5) thence North 53°50'59" West, 10.76 feet; 6) thence North 53°50'59" West, 46.43 feet; 7) thence northwesterly along a curve to the Right, having a radius of 232.00 feet, (chord bears North 49°56'25" West, 31.63 feet), through a central angle of 7°49'07", for an arc distance of 31.66 feet; 8) thence North 46°01'51" West, 26.77 feet, to the point of beginning. Located in the Northeast Quarter of Section 8, Township 7 North, Range 2 West, Salt Lake Base and Meridian.

**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. None at this time

[Vesting Deed Image Parcel 1](#)

[Vesting Deed Image Parcel 2](#)

[Vesting Deed Image Parcel 3](#)

[Vesting Deed Image Parcel 4](#)

[Vesting Deed Image Parcel 5](#)

[Vesting Deed Image Parcel 6](#)

[Vesting Deed Image Parcel 7](#)

[Vesting Deed Image Parcel 8](#)

[Vesting Deed Image Parcel 9](#)

[Vesting Deed Image Parcel 10](#)

[Vesting Deed Image Parcel 11](#)

[Vesting Deed Image Parcel 12](#)

[Vesting Deed Image Parcel 13](#)

[Vesting Deed Image Parcel 14](#)

[Vesting Deed Image Parcel 15](#)

[Vesting Deed Image Parcel 16](#)

[Vesting Deed Image Parcel 17](#)

[Vesting Deed Image Parcel 18](#)

[Vesting Deed Image Parcel 19](#)

[Vesting Deed Image Parcel 20](#)

[Vesting Deed Image Parcel 21](#)

[Vesting Deed Image Parcel 22](#)

[Plat Map Image Parcel 1-21](#)

[Plat Map Image Parcel 22](#)

NOTE: The following names have been checked for Judgments, Federal Tax Liens and Bankruptcies and none appear of record that attach to the herein described property, except as shown herein.

High Yield Jojoba Farms, a California corporation, as to Parcel 1;
Powder Village LLC, a Delaware limited liability company, as to Parcel 2;
SMHG Phase I LLC, a Delaware limited liability company, as to Parcel 3;
Legal Barn Dance, LLC, a Utah limited liability company, as to Parcel 4;
Gregg Flower and Dawn Marie Flower, husband and wife as joint tenants, as to Parcel 5;
Dustin John Fanciullo and Emily Grace Fanciullo, husband and wife, as to Parcel 6;
GumbyPow LLC, a Utah limited liability company, as to Parcel 7;
Rip Rap Ridge, LLC, a Delaware limited liability company, as to Parcel 8;
VN Lot 9 Powder, LLC, a Utah limited liability company, as to Parcel 9;
Skjaldborg, LLC, a Texas limited liability company, as to Parcel 10;
James L. McCullough, Trustees of the McCullough Family Trust dated 9-6-2001, as to Parcel 11;
SMHG Phase I LLC, a Delaware limited liability company, as to Parcel 12;
WeTerra LLC, a Delaware limited liability company, as to Parcel 13;
SMHG Phase I LLC, a Delaware limited liability company, as to Parcel 14;
Frank Roan, as to Parcel 15;
Brooke Hontz, as to Parcel 16;
Jay P. Holland and Pamela B. Shein and their successor as Trustee of the Holland Living Trust dated August 27, 2024, as to Parcel 17;
Beastie x Mumford Land LLC, a Wyoming limited liability company, as to Parcel 18;
Jessica Ginn, Trustee of the Patrick J. Ginn Trust FBO Jessica Ginn, dated November 16, 2021, as to Parcel 19;
Daniel M Davis, as to Parcel 20;
SMHG Phase I LLC, a Delaware limited liability company, as to Parcel 21;
SMHG Landco LLC, a Delaware limited liability company, as to Parcel 22;



107661

Escrow Officer: at

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, interests 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, that are not shown by the Public Records.
4. 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.
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 Records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

The printed Exceptions 1 through 7 will be deleted for the ALTA Extended Loan Policy

8. The following affects Unit 1

Lien of Taxes, now accruing as a lien, but not yet due and payable

Year: 2025

Tax ID No.: [23-152-0001](#)

Prior year: 2024 Paid

Amount: \$6,255.89

9. The following affects Unit 2:

Lien of Taxes, now accruing as a lien, but not yet due and payable

Year: 2025

Tax ID No.: [23-152-0002](#)

Prior year: 2024 Paid

Amount: \$6,255.89

10. The following affects Unit 3:

Lien of Taxes, now accruing as a lien, but not yet due and payable

Year: 2025

Tax ID No.: [23-152-0003](#)

Prior year: 2024 Paid

Amount: \$6,255.89

11. The following affects Unit 4:

Lien of Taxes, now accruing as a lien, but not yet due and payable

Year: 2025

Tax ID No.: [23-152-0004](#)

Prior year: 2024 Paid

Amount: \$6,255.89

12. The following affects Unit 5:

Lien of Taxes, now accruing as a lien, but not yet due and payable

Year: 2025

Tax ID No.: [23-152-0005](#)

Prior year: 2024 Paid

Amount: \$6,318.45

13. The following affects Unit 6:

Lien of Taxes, now accruing as a lien, but not yet due and payable

Year: 2025

Tax ID No.: [23-152-0006](#)

Prior year: 2024 Paid

Amount: \$6,255.89

14. The following affects Unit 7:

Lien of Taxes, now accruing as a lien, but not yet due and payable

Year: 2025

Tax ID No.: [23-152-0007](#)

Prior year: 2024 Paid

Amount: \$6,255.89

15. The following affects Unit 8:

Lien of Taxes, now accruing as a lien, but not yet due and payable

Year: 2025

Tax ID No.: [23-152-0008](#)

Prior year: 2024 Paid

Amount: \$6,255.89

16. The following affects Unit 9:**Lien of Taxes, now accruing as a lien, but not yet due and payable****Year: 2025****Tax ID No.: [23-152-0009](#)****Prior year: 2024 Paid****Amount: \$4,424.82****17. The following affects Unit 10:****Lien of Taxes, now accruing as a lien, but not yet due and payable****Year: 2025****Tax ID No.: [23-152-0010](#)****Prior year: 2024 Paid****Amount: \$4,381.01****18. The following affects Unit 11:****Lien of Taxes, now accruing as a lien, but not yet due and payable****Year: 2025****Tax ID No.: [23-152-0011](#)****Prior year: 2024 Paid****Amount: \$4,381.01****19. The following affects Unit 12:****Lien of Taxes, now accruing as a lien, but not yet due and payable****Year: 2025****Tax ID No.: [23-152-0012](#)****Prior year: 2024 Paid****Amount: \$4,381.01****20. The following affects Unit 13:****Lien of Taxes, now accruing as a lien, but not yet due and payable****Year: 2025****Tax ID No.: [23-152-0013](#)****Prior year: 2024 Paid****Amount: \$4,381.01****21. The following affects Unit 14:****Lien of Taxes, now accruing as a lien, but not yet due and payable****Year: 2025****Tax ID No.: [23-152-0014](#)****Prior year: 2024 Paid****Amount: \$4,381.01**

22. The following affects Unit 15:**Lien of Taxes, now accruing as a lien, but not yet due and payable****Year: 2025****Tax ID No.: [23-152-0015](#)****Prior year: 2024 Paid****Amount: \$6,318.45****23. The following affects Unit 16:****Lien of Taxes, now accruing as a lien, but not yet due and payable****Year: 2025****Tax ID No.: [23-152-0016](#)****Prior year: 2024 Paid****Amount: \$4,381.01****24. The following affects Unit 17:****Lien of Taxes, now accruing as a lien, but not yet due and payable****Year: 2025****Tax ID No.: [23-152-0017](#)****Prior year: 2024 Paid****Amount: \$4,424.82****25. The following affects Unit 18:****Lien of Taxes, now accruing as a lien, but not yet due and payable****Year: 2025****Tax ID No.: [23-152-0018](#)****Prior year: 2024 Paid****Amount: \$4,381.01****26. The following affects Unit 19:****Lien of Taxes, now accruing as a lien, but not yet due and payable****Year: 2025****Tax ID No.: [23-152-0019](#)****DELINQUENT TAXES****Year: 2024****Tax ID No.: [23-152-0019](#)****Amount: \$4,381.01, plus penalty and interest.**

27. The following affects Unit 20:

Lien of Taxes, now accruing as a lien, but not yet due and payable

Year: 2025

Tax ID No.: [23-152-0020](#)

Prior year: 2024 Paid

Amount: \$4,381.01

28. The following affects all of the Common Areas (Parcel 21):

Lien of Taxes, now accruing as a lien, but not yet due and payable

Year: 2025

Tax ID No.: [23-152-0021](#)

Prior year: 2024 Paid

Amount: Tax assessment for Common Areas in Exempt.

29. The following affects the Proposed Village Nest East 2025 (Parcel 22), and other Parcels:

Lien of Taxes, now accruing as a lien, but not yet due and payable

Year: 2025

Tax ID No.: [23-012-0202](#)

Prior Tax ID: [23-012-0192](#)

Prior year: 2024 Paid

Amount: \$64.32

Prior Tax ID: [23-012-0172](#)

Prior year: 2024 Paid

Amount: \$1.13

Prior Tax ID: [23-012-0170](#)

Prior year: 2024 Paid

Amount: \$2.85

Prior Tax ID: [23-012-0171](#)

Prior year: 2024 Paid

Amount: \$1.66

Prior Tax ID: [23-012-0187](#)

Prior year: 2024 Paid

Amount: \$0.02

30. The land described herein is located within the boundaries of Ogden City, Weber Basin Water Conservancy District, Eden Cemetery Maintenance District, Weber Fire District, Weber Area Dispatch 911 and Emergency Services and Ogden City, Utah, Ogden Valley Parks Service Area, and is subject to any assessments levied thereby.

31. Water rights, claims or title to water, whether or not shown by the public records.

32. Any and all outstanding oil, gas, mining and mineral rights, etc., situated in, upon or under the subject Land, including the right of the proprietor of a vein or lode to extract the same therefrom should it be found to penetrate or intersect the premises, and the right of ingress and egress for the use of said rights.

33. Contract between Weber Basin Water Conservancy District and Western America Holding, LLC, for the Sale and Use of Untreated Water, including the terms and conditions thereof:

Recorded: April 7, 2006

Entry No.: [2171767](#)

Amendment to Contract between Weber Basin Water Conservancy District and Western America Holding, LLC, for the Sale and Use of Untreated Water, including the terms and conditions thereof:

Recorded: June 17, 2011

Entry No.: [2531006](#)

Assignment:

Recorded: October 23, 2013

Entry No.: [2661030](#)

34. Grant of Right-of-Way and Utility Easement, and the terms and conditions thereof:

Grantor: Western American Holding, LLC

Grantee: Eden Heights II, LLC, a Utah limited liability company

Purpose: Right of Way and Roadway easement over the property

Recorded: October 10, 2006

Entry No.: [2214041](#)

35. Grant of Right-of-Way and Utility Easement, and the terms and conditions thereof:

Grantor: Western American Holding, LLC

Grantee: Eden Heights II, LLC, a Utah limited liability company

Purpose: Right of Way and Roadway easement over the property

Recorded: October 10, 2006

Entry No.: [2214042](#)

36. Lefty's Springs Monitoring Easement Agreement, and the terms and conditions thereof:

Recorded: May 16, 2006

Entry No.: [2792037](#)

37. Underground Right of Way Easement, and the terms and conditions thereof:

Grantor: SMHG LANDCO LLC

Grantee: Rocky Mountain Power, as unincorporated division of PacifiCorp

Purpose: For the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electrical distribution lines and all necessary or desirable accessories and appurtenances thereto

Recorded: January 10, 2017

Entry No.: [2836156](#)

38. Ordinance No. 2012-18:**Dated:** November 13, 2012**Recorded:** November 29, 2012**Entry No.:** [2607987](#)

An Ordinance of Weber County rezoning approximately 4,297 acres located at Powder Mountain Resort Residential-3 (FR-3), Forest Valley-3 (FV-3), Commercial Valley Resort Recreation-1 (CVR-1), and Forest-40 (F-40) to Forest Valley (FV-3), Commercial Valley Resort Recreation (CVR-1) and Forest-40 (F-40)

39. Notice of Encumbrance and Assessment Area Designation:**Recorded:** August 7, 2013**Entry No.:** [2649359](#)**Designating the Weber County, Utah Summit Mountain Assessment Area****Resolution 19-2013****Recorded:** August 15, 2013**Entry No.:** [2650764](#)**Notice of Assessment Interest:****Recorded:** September 13, 2013**Entry No.:** [2655411](#)**Ordinance No. 2013-21:****Recorded:** September 13, 2013**Entry No.:** [2655504](#)**Ordinance No. 2013-24:****Recorded:** September 13, 2013**Entry No.:** [2655522](#)**Ordinance No. 2013-28:****Recorded:** October 23, 2013**Entry No.:** [2661052](#)

An ordinance adopting the Summit-Eden @ Powder Mountain Community Development Project Area Plan.

Ordinance No. 2014-15:**Recorded:** June 24, 2014**Entry No.:** [2691724](#)**Ordinance No. 2016-16****Recorded:** December 7, 2016**Entry No.:** [2830782](#)

40. Ordinance No. 2013-28:**Dated: October 15, 2013****Recorded: October 23, 2013****Entry No.: [2661052](#)****An Ordinance adopting the Summit-Eden @ Powder Mountain Community Development Project Area Plan, and related matters.****Notice of Adoption of Community Development Project Area Plan:****Recorded: October 25, 2013****Entry No.: [2661594](#)****41. Weber County Survey Monument Improvement Agreement, including the terms and conditions thereof:****Between: SMHG Phase I, LLC****And: Weber County Surveyor****Dated: January 17, 2014****Recorded: January 27, 2014****Entry No.: [2672951](#)****Perpetual Easement and Quit Claim Deed:****Grantor: SMHG Phase I, LLC****Grantee: Weber County Surveyor****Recorded: January 27, 2014****Entry No.: [2672952](#)**

42. Covenants, conditions, restrictions and reservation of easements in the declaration of restrictions but not limited to any recitals creating easements or party walls, omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: January 27, 2014**Entry No.: [2672941](#)****Amended Declaration of Covenants, Conditions and Restrictions:****Recorded: October 1, 2014****Entry No.: [2704954](#)****Amended Declaration of Covenants, Conditions and Restrictions:****Recorded: November 25, 2014****Entry No.: [2712001](#)****Amended Declaration of Covenants, Conditions and Restrictions:****Recorded: February 3, 2016****Entry No.: [2776705](#)**

Amended Declaration of Covenants, Conditions and Restrictions:**Recorded: August 3, 2017****Entry No.: [2871396](#)****Amended Declaration of Covenants, Conditions and Restrictions:****Recorded: March 21, 2025****Entry No.: [3362096](#)****Notice of Rental Restriction Covenant:****Recorded: March 21, 2025****Entry No.: [3362103](#)**

Contains provision for continuing assessment liens, compliance should be checked by contacting the owners association.

43. Covenants, conditions, restrictions and reservation of easements in the declaration of restrictions but not limited to any recitals creating easements or party walls, omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: October 1, 2014**Entry No.: [2704955](#)**

Said instrument provides for the lien of a transfer fee. The transfer-conveyance fee is required to be paid upon any sale, exchange, assignment, option, assignment of lease, transfer, or conveyance of said Land, including, but not limited to, any conveyance resulting from a foreclosure of an interest in the Land and any subsequent transfer, of the land, whether or not such transfer was derived through foreclosure.

44. Weber County Zoning Development Agreement, including the terms and conditions thereof:**Between: Summit Mounting Holding Group, L.L.C., a Utah limited liability company****And: Weber County, a body politic in the State of Utah****Dated: January 13, 2015****Recorded: January 14, 2015****Entry No.: [2717835](#)****First Amendment to Weber County Zoning Development Agreement, including the terms and conditions thereof:****Recorded: July 12, 2019****Entry No.: [2990685](#)****Second Amendment to Weber County Zoning Development Agreement, including the terms and conditions thereof:****Recorded: November 30, 2022****Entry No.: [3265109](#)**

Notice of Master Development Agreement Concept Area Plan Amendment, and the terms and conditions thereof:

Recorded: January 23, 2023

Entry No.: [3270785](#)

Notice of Minor Changes to Concept Area Plans, and the terms and conditions thereof:

Recorded: November 27, 2024

Entry No.: [3349152](#)

Notice of Minor Changes to Concept Area Plans, and the terms and conditions thereof:

Recorded: April 23, 2025

Entry No.: [3366200](#)

45. The following affects Parcels 1-21:

Easement(s), Setbacks, notes and restrictions, as shown on the subdivision plat:

Recorded: August 3, 2017

Entry No.: [2871394](#)

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46. All non-exclusive and exclusive easements and rights of way which affect the Common Area, and which are appurtenant to the subject property, filed of record in the Weber County Recorder's Office.

47. Weber County Subdivision Improvement Agreement, including the terms and conditions thereof:

Between: SMHG Phase 1, LLC

And: Weber County Corp.

Dated: July 12, 2017

Recorded: August 3, 2017

Entry No.: [2871395](#)

48. Address Correction Affidavit, including the terms and conditions thereof:

Dated: August 7, 2018

Recorded: August 7, 2018

Entry No.: [2934754](#)

49. The following affects Parcel 1:

Notice of Interest for ongoing Assessments:

Recorded: November 30, 2018

Entry No.: [2954579](#)

50. The following affects Parcel 2:

Notice of Interest for ongoing Assessments:

Recorded: November 30, 2018

Entry No.: [2954580](#)

51. The following affects Parcel 3:**Notice of Interest for ongoing Assessments:****Recorded: November 30, 2018****Entry No.: [3954581](#)****52. The following affects Parcel 4:****Notice of Interest for ongoing Assessments:****Recorded: November 30, 2018****Entry No.: [2954578](#)****53. The following affects Parcel 5:****Notice of Interest for ongoing Assessments:****Recorded: November 30, 2018****Entry No.: [2954582](#)****54. The following affects Parcel 6:****Notice of Interest for ongoing Assessments:****Recorded: November 30, 2018****Entry No.: [2954583](#)****55. The following affects Parcel 7:****Notice of Interest for ongoing Assessments:****Recorded: November 30, 2018****Entry No.: [2954584](#)****56. The following affects Parcel 8:****Notice of Interest for ongoing Assessments:****Recorded: November 30, 2018****Entry No.: [2954585](#)****57. The following affects Parcel 9:****Notice of Interest for ongoing Assessments:****Recorded: November 30, 2018****Entry No.: [2954586](#)****58. The following affects Parcel 10:****Notice of Interest for ongoing Assessments:****Recorded: November 30, 2018****Entry No.: [2954587](#)**

59. The following affects Parcel 11:**Notice of Interest for ongoing Assessments:****Recorded: November 30, 2018****Entry No.: [2954588](#)****60. The following affects Parcel 12:****Notice of Interest for ongoing Assessments:****Recorded: November 30, 2018****Entry No.: [2954589](#)****61. The following affects Parcel 13:****Notice of Interest for ongoing Assessments:****Recorded: November 30, 2018****Entry No.: [2954590](#)****62. The following affects Parcel 14:****Notice of Interest for ongoing Assessments:****Recorded: November 30, 2018****Entry No.: [2954591](#)****63. The following affects Parcel 15:****Notice of Interest for ongoing Assessments:****Recorded: November 30, 2018****Entry No.: [2954592](#)****64. The following affects Parcel 16:****Notice of Interest for ongoing Assessments:****Recorded: November 30, 2018****Entry No.: [2954593](#)****65. The following affects Parcel 17:****Notice of Interest for ongoing Assessments:****Recorded: November 30, 2018****Entry No.: [2954594](#)****66. The following affects Parcel 18:****Notice of Interest for ongoing Assessments:****Recorded: November 30, 2018****Entry No.: [2954595](#)**

67. The following affects Parcel 19:

Notice of Interest for ongoing Assessments:

Recorded: November 30, 2018

Entry No.: [2954596](#)

68. The following affects Parcel 20:

Notice of Interest for ongoing Assessments:

Recorded: November 30, 2018

Entry No.: [2954597](#)

69. Certificate of Annexation, including the terms and conditions thereof:

Recorded: January 31, 2019

Entry No.: [2963628](#)

70. Notice of Master Annexation and Development Agreement, including the terms and conditions thereof:

Between: Summit Mountain Holding Group, L.L.C., a Utah limited liability company

And: Powder Mountain Water and Sewer Improvement District, a body politic of the State of Utah

Dated: May 20, 2021

Recorded: June 25, 2021

Entry No.: [3163734](#)

71. The following affects Parcel 22 and other Property:

The right of the County Assessor to reassess the Tax Assessment on said property in accordance with Secs. 59-2-501 to 515 as disclosed by that certain Annual Application for Assessment and Taxation of Agricultural Land 1969 Farmland Assessment Act:

Dated: December 9, 2022

Recorded: December 5, 2022

Entry No.: [3265647](#)

of Official Records.

72. The following affects Parcel 22 and other Property:

The right of the County Assessor to reassess the Tax Assessment on said property in accordance with Secs. 59-2-501 to 515 as disclosed by that certain Annual Application for Assessment and Taxation of Agricultural Land 1969 Farmland Assessment Act:

Dated: November 22, 2022

Recorded: April 17, 2023

Entry No.: [3280102](#)

of Official Records.

73. Covenants, conditions, restrictions and reservation of easements in the declaration of restrictions but not limited to any recitals creating easements or party walls, omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: March 21, 2025

Entry No.: [3362102](#)

Said instrument provides for the lien of a transfer fee. The transfer-conveyance fee is required to be paid upon any sale, exchange, assignment, option, assignment of lease, transfer, or conveyance of said Land, including, but not limited to, any conveyance resulting from a foreclosure of an interest in the Land and any subsequent transfer, of the land, whether or not such transfer was derived through foreclosure.

74. Subject to the rights of parties in possession of the subject property under unrecorded leases, rental or occupancy agreements and any claims thereunder.

75. The following affects Parcel 22 and other Property:

A Deed of Trust, and the terms and conditions thereof:

Stated Amount: \$8,000,000.00

Trustor: SMHG LANDCO LLC, a Delaware limited liability company

Trustee: First American Title Insurance Company

Beneficiary: Calmwater Capital 3, LLC, a California limited liability company

Dated: June 20, 2014

Recorded: June 20, 2014

Entry No.: [2691512](#)

Assignment of Deed of Trust:

Assigned to: CC3 Loan Portfolio II, LLC

Dated: May 22, 2015

Recorded: May 26, 2015

Entry No.: [2737222](#)

Assignment of Deed of Trust:

Assigned to: CC3 Loan Portfolio II, LLC

Dated: May 22, 2015

Recorded: May 26, 2015

Entry No.: [2737223](#)

Assignment of Deed of Trust:

Assigned to: Peak Street Management LLC, a Delaware limited liability company

Dated: August 31, 2016

Recorded: September 2, 2016

Entry No.: [2812993](#)

Modification and Amendment of Deed of Trust:**Dated:** January 2, 2018**Recorded:** January 31, 2018**Entry No.:** [2902963](#)**Modification and Amendment of Deed of Trust:****Dated:** September 13, 2018**Recorded:** October 19, 2018**Entry No.:** [2947955](#)**76. The following affects Parcel 18:****A Construction Deed of Trust, Security Agreement and Assignment of Rents, and the terms and conditions thereof:****Stated Amount:** \$854,000.00**Trustor:** Brian Ong**Trustee:** GT Title Services**Beneficiary:** Citywide Home Loans**Dated:** October 27, 2017**Recorded:** November 2, 2017**Entry No.:** [2887732](#)**77. The following affects Parcel 3:****Memorandum of Lease and Option to Purchase, and the terms, conditions and provisions thereof:****Lessor:** SMHG Phase I, LLC, a Delaware limited liability company**Lessee:** Mark Anstine**Recorded:** January 16, 2019**Entry No.:** [2961655](#)**78. The following affects Parcel 17:****A Deed of Trust, and the terms and conditions thereof:****Stated Amount:** \$315,000.00**Trustor:** Jay P. Holland and Pamela Holland, husband and wife**Trustee:** GT Title Services Inc.**Beneficiary:** Intermountain Mortgage Company, Inc.**Dated:** September 28, 2022**Recorded:** September 30, 2022**Entry No.:** [3257662](#)**Assignment of Deed of Trust:****Assigned to:** Security Services Federal Credit Union**Recorded:** November 4, 2022**Entry No.:** [3262321](#)

79. The following affects Parcel 6:**A Deed of Trust, and the terms and conditions thereof:****Stated Amount: \$405,000.00****Trustor: Dustin John Fanciullo and Emily Grace Fanniullo, husband and wife****Trustee: Griffiths & Turner/GT Title Services Inc.****Beneficiary: Intermountain Mortgage Company, Inc.****Dated: August 9, 2022****Recorded: August 11, 2022****Entry No.: [3250123](#)****Assignment of Deed of Trust:****Assigned to: Security Service Federal Credit Union****Recorded: November 4, 2022****Entry No.: [3262336](#)****80. The following affects Parcel 16:****A Utah Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement and the terms and conditions thereof:****Stated Amount: \$750,000.00****Trustor: Brooke Hontz, an individual****Trustee: Metro National Title****Beneficiary: SMHG PMDP Phase II, LLC, a Utah limited liability company****Dated: February 19, 2025****Recorded: February 21, 2025****Entry No.: [3358746](#)****81. The following affects Parcel 1:****Powder Mountain Water and Sewer Improvement District Notice of Lien:****Dated: June 25, 2025****Recorded: June 25, 2025****Entry No.: [3374298](#)****Wherein Powder Mountain Water and Sewer Improvement District intends to hold and claim a lien upon the land and premises in the amount of \$1,255.78 for accrued assessments, late charges, interest and fees due.****82. The following affects Parcel 2:****Powder Mountain Water and Sewer Improvement District Notice of Lien:****Dated: June 25, 2025****Recorded: June 25, 2025****Entry No.: [3374297](#)****Wherein Powder Mountain Water and Sewer Improvement District intends to hold and claim a**

lien upon the land and premises in the amount of \$1,256.38 for accrued assessments, late charges, interest and fees due.

83. The following affects Parcel 22:

A search of the Construction Registry for the State of Utah reveals [Preliminary Notices.](#)

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

4. COMPANY’S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company’s liability under Commitment Condition 4 is limited to the Proposed Insured’s actual expense incurred in the interval between the Company’s delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured’s good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company’s written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.



Fidelity National Title Insurance Company

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumers or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for the products or services that we believe you may find of interest.

In addition we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request corrections, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Chicago Title Insurance Company
601 Riverside Avenue, 12th Floor
Jacksonville, FL 32204

Multiple Products or Service

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



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, 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.

Types of Information

Depending on 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, but telephone or any other means;
- Information about your transaction with us, our affiliated companies, or other; and
- Information we receive 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 non affiliated party. Therefore, we will not release your information to non affiliated 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 purposes, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, 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, 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. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.