

**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: **108726**Property Address: **Proposed Prado at Powder Mountain Sub Phase 1, Eden, UT 84310**Revision Number: **A****SCHEDULE A**

1. Commitment Date: **September 19, 2025 at 7:45 AM**
2. Policy to be issued:
 - (a) 2006 ALTA Owner's Policy
Proposed Insured: **Title Report for County Plat Approval**
Proposed Policy Amount:
Owner's Policy: **\$0.00**
 - (b) 2006 ALTA Loan Policy (Extended)
Proposed Insured:
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:

SMHG Landco LLC, a Delaware limited liability company
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"

A parcel of land located in Section 8, Township 7 North, Range 2 East, Salt Lake Base and Meridian, Weber County, State of Utah, the boundary of said parcel of land being more particularly described as follows:

BEGINNING AT A POINT that is South 29°53'32" East a distance of 2357.09 feet from a Weber County brass cap survey monument for the north quarter corner of said Section 8, said point also being on the northerly right-of-way of Summit Pass as shown on the SHELTER HILL AT POWDER MOUNTAIN subdivision plat recorded as Entry No. 3362761 in Book 99, at pages 28-34 on file and of record in the office of the Weber County Recorder (Basis of Bearing for the herein described parcel of land being North 87°52'01" East 2717.63 feet from said Weber County brass cap survey monument for the north quarter corner of Section 8 to a Weber County brass cap survey monument for the northeast corner of said Section 8): and running thence coincident with said right-of-way South 41°36'41" East, a distance of 66.00 feet to a point on the southerly right-of-way of Summit Pass and a non tangent 983.00 feet radius curve to the right; thence Southwesterly along the arc of said curve a distance of 320.07 feet (chord bears South 58°17'50" West a distance of 318.65 feet); thence along a line non-tangent to said curve, South 67°37'29" West, a distance of 186.82 feet to a point on a 283.00 feet radius curve to the right; thence Westerly along the arc of said curve a distance of 90.41 feet (chord bears South 76°46'36" West a distance of 90.02 feet); thence South 85°55'43" West, a distance of 109.47 feet to a point on a 217.00 feet radius curve to the left; thence Westerly along the arc of said curve a distance of 129.09 feet (chord bears South 68°53'11" West a distance of 127.20 feet); thence South 51°50'38" West, a distance of 36.40 feet to a point on a 217.00 feet radius curve to the left; thence Southwesterly along the arc of said curve a distance of 35.33 feet (chord bears South 47°10'48" West a distance of 35.29 feet) to a point of compound curve to the left having a radius of 130.00 feet and a central angle of 35°21'48"; thence Southwesterly along the arc, a distance of 80.24 feet; thence South 07°09'10" West, a distance of 76.06 feet to a point on a 94.50 feet radius curve to the right; thence Southwesterly along the arc of said curve a distance of 152.73 feet (chord bears South 53°27'12" West a distance of 136.64 feet); thence North 80°14'45" West, a distance of 42.49 feet to a point on a non tangent 130.00 feet radius curve to the left; thence Westerly along the arc of said curve a distance of 76.62 feet (chord bears South 82°52'05" West a distance of 75.52 feet); thence South 65°58'58" West, a distance of 77.29 feet to a point on a 967.00 feet radius curve to the left; thence Southwesterly along the arc of said curve a distance of 99.61 feet (chord bears South 63°01'55" West a distance of 99.56 feet); thence South 60°04'52" West, a distance of 101.46 feet to a point on a 1,033.00 feet radius curve to the right; thence Southwesterly along the arc of said curve a distance of 64.05 feet (chord bears South 61°51'26" West a distance of 64.04 feet); thence South 63°38'01" West, a distance of 119.04 feet to a point on a 967.00 feet radius curve to the left; thence Southwesterly along the arc of said curve a distance of 20.86 feet (chord bears South 63°00'56" West a distance of 20.86 feet); thence South 62°23'51" West, a distance of 138.57 feet; thence continue Southwesterly along said line, a distance of 279.31 feet; thence South 49°55'05" East, a distance of 141.71 feet to a point on a non tangent 5,637.56 feet radius curve to the right; thence Southeasterly along the arc of said curve a distance of 222.56 feet (chord bears South 49°55'05" East a distance of 222.55 feet) to a point on a non tangent 1,239.80 feet radius curve to the right; thence Southeasterly along the arc of said curve a distance of 106.32 feet (chord bears South 46°42'07" East a distance of 106.28 feet) to a point of reverse curve to the left having a radius of 403.56 feet and a central angle of 20°59'27"; thence Southeasterly along the arc, a distance of 147.85 feet; thence South 65°14'10" East, a distance of 148.39 feet to a point on a non tangent 499.40 feet radius curve to the right; thence Southeasterly along the arc of said curve a distance of 299.84 feet (chord bears South 45°24'48" East a distance of 295.35 feet) to a

point of reverse curve to the left having a radius of 348.96 feet and a central angle of 18°38'54"; thence Southeasterly along the arc, a distance of 113.58 feet; thence South 46°51'42" East, a distance of 185.78 feet to a point on a non tangent 218.16 feet radius curve to the left; thence Southeasterly along the arc of said curve a distance of 85.89 feet (chord bears South 50°39'00" East a distance of 85.33 feet) to a point on a non tangent 575.44 feet radius curve to the left; thence Easterly along the arc of said curve a distance of 125.09 feet (chord bears South 68°17'19" East a distance of 124.84 feet); thence South 74°30'58" East, a distance of 80.87 feet; thence South 25°50'33" West, a distance of 132.06 feet; thence South 42°13'30" West, a distance of 376.17 feet to a point on a non tangent 402.14 feet radius curve to the right; thence Westerly along the arc of said curve a distance of 301.22 feet (chord bears South 73°11'48" West a distance of 294.23 feet) to a point on a non tangent 1,393.49 feet radius curve to the right; thence Westerly along the arc of said curve a distance of 333.67 feet (chord bears North 78°04'41" West a distance of 332.88 feet); thence along a line non-tangent to said curve, South 17°22'54" West, a distance of 17.29 feet; thence North 70°48'35" West, a distance of 100.57 feet; thence South 24°06'33" West, a distance of 425.54 feet; thence North 68°05'36" West, a distance of 304.80 feet; thence North 73°27'05" West, a distance of 385.70 feet; thence North 80°02'45" West, a distance of 473.47 feet; thence North 74°24'55" West, a distance of 342.06 feet; thence North 71°57'41" West, a distance of 310.76 feet; thence North 77°25'40" West, a distance of 344.03 feet; thence North 30°34'33" East, a distance of 429.77 feet; thence North 79°21'23" West, a distance of 210.58 feet; thence North 10°38'37" East, a distance of 66.00 feet; thence South 79°21'23" East, a distance of 229.21 feet to a point on a 317.00 feet radius curve to the left; thence Easterly along the arc of said curve a distance of 12.49 feet (chord bears South 80°29'06" East a distance of 12.49 feet); thence along a line non-tangent to said curve, North 26°18'37" East, a distance of 515.90 feet; thence North 65°33'28" East, a distance of 215.32 feet; thence North 67°47'07" East, a distance of 413.24 feet to a point on a non tangent 775.40 feet radius curve to the left; thence Northeasterly along the arc of said curve a distance of 153.01 feet (chord bears North 64°47'33" East a distance of 152.76 feet); thence North 59°08'22" East, a distance of 93.98 feet; thence North 57°23'40" East, a distance of 104.29 feet to a point on a non tangent 1,337.27 feet radius curve to the right; thence Easterly along the arc of said curve a distance of 182.18 feet (chord bears North 68°36'23" East a distance of 182.04 feet); thence along a line non-tangent to said curve, North 72°46'24" East, a distance of 298.66 feet; thence North 77°14'30" East, a distance of 233.50 feet to a point on a non tangent 107.93 feet radius curve to the right; thence Southeasterly along the arc of said curve a distance of 139.20 feet (chord bears South 65°10'18" East a distance of 129.75 feet); thence South 28°13'28" East, a distance of 59.64 feet; thence North 62°23'51" East, a distance of 137.23 feet to a point on a 1,033.00 feet radius curve to the right; thence Northeasterly along the arc of said curve a distance of 22.29 feet (chord bears North 63°00'56" East a distance of 22.29 feet); thence North 63°38'01" East, a distance of 119.04 feet to a point on a 967.00 feet radius curve to the left; thence Northeasterly along the arc of said curve a distance of 59.96 feet (chord bears North 61°51'26" East a distance of 59.95 feet); thence North 60°04'52" East, a distance of 101.46 feet to a point on a 1,033.00 feet radius curve to the right; thence Northeasterly along the arc of said curve a distance of 106.40 feet (chord bears North 63°01'55" East a distance of 106.36 feet); thence North 65°58'58" East, a distance of 59.65 feet to a point on a 130.00 feet radius curve to the left; thence Northeasterly along the arc of said curve a distance of 103.63 feet (chord bears North 43°08'45" East a distance of 100.91 feet); thence North 20°18'31" East, a distance of 5.59 feet to a point on a non tangent 37.02 feet radius curve to the left; thence Northerly along the arc of said curve a distance of 41.24 feet (chord bears North 11°37'37" West a distance of 39.14 feet); thence along a line non-tangent to said curve, North 43°33'46" West, a distance of 75.70 feet to a point on a 170.51 feet radius curve to the right; thence Northwesterly along the arc of said curve a distance of 31.43 feet (chord bears North 38°16'57" West a distance of 31.38 feet); thence along a line non-tangent to said curve, South 59°59'47" West, a distance of

191.50 feet; thence North 20°18'58" West, a distance of 30.43 feet; thence South 59°59'47" West, a distance of 77.43 feet; thence North 80°49'59" West, a distance of 124.84 feet; thence North 20°18'58" West, a distance of 149.09 feet; thence North 51°53'29" East, a distance of 198.92 feet to a point on a non tangent 170.00 foot radius curve to the left; thence Westerly along the arc of said curve a distance of 62.53 feet (chord bears South 83°04'16" West a distance of 62.18 feet); thence South 72°32'00" West, a distance of 17.41 feet to a point on a 230.00 foot radius curve to the right; thence Westerly along the arc of said curve a distance of 100.95 feet (chord bears South 85°06'26" West a distance of 100.14 feet); thence North 82°19'08" West, a distance of 79.12 feet to a point on a 247.00 foot radius curve to the left; thence Westerly along the arc of said curve a distance of 83.58 feet (chord bears South 87°59'14" West a distance of 83.18 feet); thence South 78°17'37" West, a distance of 4.51 feet to a point on a 249.00 foot radius curve to the right; thence Westerly along the arc of said curve a distance of 121.08 feet (chord bears North 87°46'33" West a distance of 119.89 feet); thence North 73°50'43" West, a distance of 5.14 feet to a point on a 129.50 foot radius curve to the left; thence Westerly along the arc of said curve a distance of 76.88 feet (chord bears South 89°08'53" West a distance of 75.75 feet); thence South 72°08'29" West, a distance of 125.56 feet to a point on a 128.50 foot radius curve to the right; thence Northerly along the arc of said curve a distance of 394.85 feet (chord bears North 19°49'50" West a distance of 256.85 feet); thence North 68°11'51" East, a distance of 114.51 feet to a point on a non tangent 33.00 foot radius curve to the left; thence Northeasterly along the arc of said curve a distance of 35.86 feet (chord bears North 37°03'46" East a distance of 34.13 feet) to a point on a non tangent 65.00 foot radius curve to the right; thence Southeasterly along the arc of said curve a distance of 315.50 feet (chord bears South 34°55'28" East a distance of 85.20 feet) to a point of reverse curve to the left having a radius of 28.00 feet and a central angle of 35°55'51"; thence Westerly along the arc, a distance of 17.56 feet; thence South 68°11'51" West, a distance of 146.63 feet to a point on a 68.50 foot radius curve to the left; thence Southerly along the arc of said curve a distance of 210.48 feet (chord bears South 19°49'50" East a distance of 136.92 feet); thence North 72°08'29" East, a distance of 125.56 feet to a point on a 189.50 foot radius curve to the right; thence Easterly along the arc of said curve a distance of 112.50 feet (chord bears North 89°08'53" East a distance of 110.85 feet); thence South 73°50'43" East, a distance of 5.14 feet to a point on a 189.00 foot radius curve to the left; thence Easterly along the arc of said curve a distance of 91.90 feet (chord bears South 87°46'33" East a distance of 91.00 feet); thence North 78°17'37" East, a distance of 4.51 feet to a point on a 307.00 foot radius curve to the right; thence Easterly along the arc of said curve a distance of 103.88 feet (chord bears North 87°59'14" East a distance of 103.39 feet); thence South 82°19'08" East, a distance of 79.12 feet to a point on a 170.00 foot radius curve to the left; thence Easterly along the arc of said curve a distance of 74.62 feet (chord bears North 85°06'26" East a distance of 74.02 feet); thence North 72°32'00" East, a distance of 17.41 feet to a point on a 230.00 foot radius curve to the right; thence Easterly along the arc of said curve a distance of 84.60 feet (chord bears North 83°04'16" East a distance of 84.13 feet); thence South 86°23'27" East, a distance of 59.01 feet to a point on a 170.00 foot radius curve to the left; thence Easterly along the arc of said curve a distance of 38.61 feet (chord bears North 87°06'12" East a distance of 38.52 feet); thence North 80°35'52" East, a distance of 24.24 feet to a point on a 230.00 foot radius curve to the right; thence Easterly along the arc of said curve a distance of 153.04 feet (chord bears South 80°20'26" East a distance of 150.23 feet) to a point of reverse curve to the left having a radius of 11.00 feet and a central angle of 72°54'11"; thence Easterly along the arc, a distance of 14.00 feet to a point of reverse curve to the right having a radius of 170.51 feet and a central angle of 01°21'39"; thence Northeasterly along the arc, a distance of 4.05 feet; thence North 47°10'45" East, a distance of 208.86 feet to a point on a 170.50 foot radius curve to the left; thence Northeasterly along the arc of said curve a distance of 132.95 feet (chord bears North 24°50'24" East a distance of 129.61 feet) to a point of compound curve to the left having a radius of 28.00 feet and a central angle of 64°53'46"; thence

Northwesterly along the arc, a distance of 31.71 feet to a point of reverse curve to the right having a radius of 65.00 feet and a central angle of $281^{\circ}14'52''$; thence Easterly along the arc, a distance of 319.07 feet to a point of reverse curve to the left having a radius of 28.00 feet and a central angle of $42^{\circ}48'47''$; thence Southerly along the arc, a distance of 20.92 feet to a point of reverse curve to the right having a radius of 230.50 feet and a central angle of $02^{\circ}37'45''$; thence Southerly along the arc, a distance of 10.58 feet; thence along a line non-tangent to said curve, South $70^{\circ}46'14''$ East, a distance of 58.75 feet; thence North $79^{\circ}56'43''$ East, a distance of 93.68 feet; thence South $07^{\circ}51'35''$ East, a distance of 156.70 feet; thence South $52^{\circ}18'55''$ West, a distance of 191.41 feet; thence South $64^{\circ}20'31''$ East, a distance of 36.33 feet; thence South $59^{\circ}59'47''$ West, a distance of 338.55 feet to a point on a non tangent 110.51 feet radius curve to the left; thence Southeasterly along the arc of said curve a distance of 17.22 feet (chord bears South $39^{\circ}05'53''$ East a distance of 17.21 feet); thence South $43^{\circ}33'46''$ East, a distance of 43.81 feet to a point on a 189.50 feet radius curve to the left; thence Southeasterly along the arc of said curve a distance of 65.50 feet (chord bears South $53^{\circ}27'51''$ East a distance of 65.17 feet) to a point of compound curve to the left having a radius of 52.00 feet and a central angle of $77^{\circ}41'31''$; thence Easterly along the arc, a distance of 70.51 feet to a point of reverse curve to the right having a radius of 650.00 feet and a central angle of $12^{\circ}54'04''$; thence Northeasterly along the arc, a distance of 146.36 feet; thence North $51^{\circ}50'38''$ East, a distance of 27.05 feet to a point on a 283.00 feet radius curve to the right; thence Easterly along the arc of said curve a distance of 168.35 feet (chord bears North $68^{\circ}53'11''$ East a distance of 165.88 feet); thence North $85^{\circ}55'43''$ East, a distance of 109.47 feet to a point on a 217.00 feet radius curve to the left; thence Easterly along the arc of said curve a distance of 69.32 feet (chord bears North $76^{\circ}46'36''$ East a distance of 69.03 feet); thence North $67^{\circ}37'29''$ East, a distance of 186.82 feet to a point on a non tangent 917.00 feet radius curve to the left; thence Northeasterly along the arc of said curve a distance of 297.91 feet more or less (chord bears North $58^{\circ}19'06''$ East a distance of 296.60 feet) to a point on the northerly right-of way of Summit Pass and the POINT OF BEGINNING.

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. No more at this time.

[Vesting Deed Image](#)

[Plat Map Image](#)

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.

Title Report for County Plat Approval

SMHG Landco LLC, a Delaware limited liability company

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. Lien of Taxes, now accruing as a lien, but not yet due and payable**Year: 2025****Tax ID No.: [23-012-0203](#)****Prior year: 2024 Paid****Prior Tax ID No.: [23-012-0172](#)****Amount: \$1.13****Prior year: 2024 Paid****Prior Tax ID No.: [23-012-0170](#)****Amount: \$2.85****Prior year: 2024 Paid**

Prior Tax ID No.: [23-012-0171](#)
Amount: \$1.66

Prior year: 2024 Paid
Prior Tax ID No.: [23-012-0187](#)
Amount: \$0.02

9. 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.

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

11. 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.

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

Grantor: Western American Development Corporation, Inc.

Grantee: Powder Mountain Group Holdings, LLC, a Utah limited liability company

Purpose: Roadway Easement

Recorded: March 28, 2005

Entry No.: [2093350](#)

13. 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](#)

14. 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](#)

15. 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](#)

16. Lefty's Springs Monitoring Easement Agreement, and the terms and conditions thereof:
Recorded: May 16, 2006
Entry No.: [2792037](#)

17. 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), Commerical Calley 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)

Weber County Zoning Development Agreement, including the terms and conditions thereof:
Between: Western America Holding, LLC, a Utah limited liability company
And: Weber County, a body politic in the State of Utah
Recorded: November 29, 2012
Entry No.: [2607988](#)
Providing: To rezone certain property

18. 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](#)

19. 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](#)

20. 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: 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.

21. 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](#)

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

Recorded: September 5, 2025

Entry No.: [3383920](#)

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

Recorded: January 31, 2019

Entry No.: [2963628](#)

23. 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](#)

24. 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.

25. 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.

26. 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: June 10, 2024

Recorded: May 16, 2024

Entry No.: [3328705](#)

of Official Records.

27. 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: March 13, 2025

Recorded: March 19, 2025

Entry No.: [3361651](#)

of Official Records.

28. 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.

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

30. 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: CC# 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 L LC, 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](#)

31. 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.

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