

Order Number: 48209

Escrow Officer: at



Chicago Title Insurance Company
COMMITMENT FOR TITLE INSURANCE

Issued by

Chicago Title Insurance Company

Chicago Title Insurance Company, a Missouri corporation (“Company”), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

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

All liability and obligation under this Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

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

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

Countersigned:
Metro National Title
345 East 300 South
Salt Lake City, UT
801-363-6633

Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY



By:

President

ATTEST

Secretary

Order Number: 48209

Escrow Officer: at



Order Number: 48209

Client File Number:

1. Effective date: **August 4, 2015 at 7:45 AM**

2. Policy or Policies to be issued:	Amount of Insurance
(a) 2006 A.L.T.A. Owners	

Owner's Premium	\$0.00
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Proposed Insured:
Title Report Only - for Plat Recording

Amount of Insurance

 (b) 2006 A.L.T.A. Loan (Extended)

Loan Premium	\$0.00
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Endorsements:

Endorsement Premium(s)	\$0.00
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Proposed Insured:

(c) Leasehold	\$
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Proposed Insured:

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

4. Title to the estate or interest in said land is at the effective date hereof vested in:
Ridge Utah Development Corporation, a Utah corporation

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"

Purported Address:

**Part of:
Eden, UT 84310**

**THIS COMMITMENT IS INVALID UNLESS SCHEDULE B AND COVER ARE ATTACHED
This Commitment may be subject to a Cancellation Fee**

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Exhibit "A"

A part of Parcel 1, Town Homes Parcel, Weber C ounty, Utah, described as follows, to-wit:

A part of the Northeast Quarter of Section 27, Township 7 North, Range 1 East, of the Salt Lake Base and Meridian: Beginning at a point on the boundary line of The Ridge Townhomes Phase 1 - 1st Amendment being located South 89°09'42" East 509.59 feet along the North line of said Northeast quarter and Sount 00°00'00" East 68.15 feet from the Northwest corner of said Northeast quarter; running thence along the boundary line of said The Ridge Townhomes Phase 1 - 1st Amendment the following three (3) courses: (1) North 78°10'06" East 52.02 feet, (2) along the arc of a 480.00 foot radius curve to the right 458.34 feet, having a central angle of 54°42'39", chord bears South 74°28'35" East 441.13 feet, (3) South 47°07'15" East 103.65 feet; thence South 42°52'45" West 60.00 feet; thence South 66°38'55" West 40.76 feet; thence North 89°13'42" West 26.79 feet; thence North 76°56'27" West 55.93 feet; thence North 66°56'20" West 93.96 feet; thence North 77°03'57" West 120.62 feet to the boundary line of said The Ridge Townhomes Phase 1 - 1st Amendment; thence the following seven (7) courses: (1) North 03°17'18" West 32.67 feet, (2) North 54°20'13" West 71.40 feet, (3) North 28°07'50" West 26.77 feet, (4) North 70°03'52" West 70.68 feet, (5) South 17°53'00" West 13.00 feet, (6) North 72°07'00" West 22.27 feet, (7) North 11°49'54" West 80.24 feet to the point of beginning.

(The Ridge Townhomes Phase 2 - proposed)

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**SCHEDULE B
Section 1**

REQUIREMENTS

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.

TO-WIT:

NOTICE TO APPLICANT: The land covered herein may be serviced by districts, service companies and/or municipalities, which assess charges for water, sewer, electricity and any other utilities, etc. which are not covered by this report or insured under a title insurance policy.

NOTE: If the applicant desires copies of the documents underlying any exception to coverage shown herein, the Company will furnish the same request, if available, either with or without charge as appears appropriate.

NOTE: Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action pursuant to the Title Insurance Rules of the American Arbitration Association, a copy of which is available on request from the Company. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

1. In the event this Company is requested to insure a transaction involving the subject property, this Company and/or it's Underwriter reserves the right to add exceptions and/or requirements upon receipt of information defining said transaction.

[Plat Map Image](#)

[Vesting Deed 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 Only - for Plat Recording

Ridge Utah Development Corporation, a Utah corporation

THE UNDERWRITER DESIGNATED FOR THIS FILE SHALL BE Chicago Title Insurance Company

PLEASE DIRECT ANY TITLE INQUIRES TO John Doxey at 801-363-6633

Escrow Officer: at

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END OF SCHEDULE B – Section 1

SCHEDULE B

Section 2

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys fees or expenses) that arise by reason of:

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

1. (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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

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

8. Taxes for the year 2015 have been assessed in the amount of \$2.16 and are due and payable on November 1, 2015, and will be delinquent after November 30, 2015. Taxes for the year 2014 have been paid.

Taxes for the year 2015 are currently being assessed under AG. Land - Greenbelt and which includes subject property and additional lands, under Tax ID #[22-281-0003](#).

9. The land described herein is located within the boundaries of the Weber Basin Water Conservancy District, Weber Area Dispatch 911 and Emergency Services District, Eden Cemetery District, Weber Fire District, Wolf Creek Water and Sewer Improvement District, Weber County Municipal Service District for unincorporated Weber County, Ogden Valley Transmitter/Recreation Special Service District, and the Ogden Valley Natural Gas Improvement District, 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. The right of the Weber 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: September 26, 2014

Order Number: 48209

Escrow Officer: at

Recorded: October 8, 2014

Entry No.: 2705888

12. Charges and/or assessments levied by Weber Basin Water Conservancy District pursuant to contract(s) for the purchase of water from said district, which contracts appear to have been assigned to Wolf Creek Water.

13. Any and all outstanding oil, gas, mining and mineral rights, etc., together with the right of the proprietor of a vein or lode to extract his ore therefrom should the same be found to penetrate or intersect the premises, and the right of ingress and egress for the use of said rights.

14. Easement, notes and restrictions, as shown on the subdivision plat of Town Homes Parcel:

Recorded: April 18, 2008

Entry No.: [2335754](#)

Book / Page: 68 / 19

15. Easement, and the terms and conditions thereof:

Grantor: Clyde Sowers and Mabel Sowers, his wife

Grantee: Eden Waterworks Company

Purpose: Construction installation, inspection, repair, maintenance, replacement or removal of any of the water pipe, pie fittings and parts pertaining to the pipeline

Recorded: September 15, 1950

Entry No.: [169127](#)

Book/Page: 347 / 484

Area Affected: Pipeline right-of-way lying 10 feet each side of the following described line: Beginning at a point 1800 feet North and 340 feet West of the Southeast Corner of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian; thence South 22°14' West 195 feet, South 43°05' West 3135 feet and South 1292 feet to the county road right-of-way.

Agreement:

Recorded: August 15, 1973

Entry No.: [599390](#)

Book/Page: 1032/694

Effect: Amendment.

16. Easement, and the terms and conditions thereof:

Grantee: Utah Power & Light Company

Recorded: May 18, 1962

Entry No.: [379887](#)

Book/Page: 710 / 621

17. Easement, and the terms and conditions thereof:

Grantee: Utah Power & Light Company

Recorded: September 1, 1967

Entry No.: [493374](#)

Book/Page: 870 / 367

18. Municipal Services Covenant to run with the land, and the terms and conditions thereof.

Recorded: January 15, 1982

Entry No.: [850455](#)

Book / Page: 1396 / 476

Order Number: 48209

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19. Master Covenants, conditions and restrictions in the declaration of restrictions but 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: September 24, 1982

Entry No.: [864667](#)

Book/Page: 1409/1603

Recorded: October 10, 1982

Entry No.: [866073](#)

Book/Page: 1411/363

20. Easement for Golf Course Access and Use (Wolf Creek I), and the terms and conditions thereof:

Grantor: Wolf Creek Associates

Grantee: Wolf Creek Village Association of Unit Owners

Recorded: February 28, 2001

Entry No.: [1754486](#)

Book/Page: 2119 / 804

21. Easement for Golf Course Access and Use (Wolf Creek II), and the terms and conditions thereof:

Grantor: Wolf Creek Associates

Grantee: Wolf Creek Associates and Wolf Creek Association of Unit Owners

Recorded: February 28, 2001

Entry No.: [1754488](#)

Book/Page: 2119 / 825

22. Easement for Gold Course Access and Use, and the terms and conditions thereof:

Grantor: Wolf Creek Associated

Grantee: Trendwest Resorts

Recorded: June 8, 1999

Entry No.: [1641933](#)

Book/Page: 2016 / 2198

23. Zoning Development Agreement, including the terms and conditions thereof:

Between: Eden Valley Land Company

And: Weber County Corporation

Dated: December 23, 2002

Recorded: December 23, 2002

Entry No.: [1899165](#)

Book/Page: 2299 / 2867

24. Ordinance No. 2002-22:

Dated: October 8, 2002

Recorded: January 10, 2003

Entry No.: [1903608](#)

Book/Page: 2306 / 884

An Ordinance Amending Weber County Zoning

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25. Ordinance No. 2006-15:

Dated: March 30, 2006

Recorded: June 5, 2006

Entry No.: [2184604](#)

An Ordinance amending Weber County Zoning Map

26. Declaration of Easement and Restrictions, and the terms and conditions thereof.

Recorded: January 23, 2007

Entry No.: [2237218](#)

27. Sewer Easement, and the terms and conditions thereof:

Grantor: Wolf Creek Properties, LC

Grantee: Wolf Creek Sewer Improvement District

Recorded: March 19, 2007

Entry No.: [2249660](#)

28. Easement, and the terms and conditions thereof:

Grantee: Eden Water Works Company

Recorded: July 9, 2013

Entry No.: [2644632](#)

29. Notice of Interest for Ongoing Assessments, and the terms and conditions thereof.

In favor of: Wolf Creek Water and Sewer Improvement District

Recorded: November 19, 2013

Entry No.: [2664753](#)

Also:

Recorded: March 16, 2015

Entry No.: [2726328](#)

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

Stated Amount: \$3,165,000.00

Trustor: Ridge Utah Development Corporation

Trustee: Bonneville Superior Title Company, Inc.

Beneficiary: Howard Kent, Inc., a Utah corporation

Dated: September 29, 2014

Recorded: September 30, 2014

Entry No.: [2704838](#)

Assignment of Deed of Trust:

Assigns and Transfers to: Mountain America Federal Credit Union

Recorded: September 30, 2014

Entry No.: [2704897](#)

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

Stated Amount: \$4,000,000.00

Trustor: Ridge Development Corporation

Trustee: Metro National Title

Beneficiary: Capon Capital, LLC

Dated: September 5, 2013

Order Number: 48209

Escrow Officer: at

Recorded: July 15, 2014

Entry No.: [2694364](#)

Subordination Agreement:

To: Trust Deed recorded as Entry No. 2704838

Dated: September 29, 2014

Recorded: September 30, 2014

Entry No.: [2704896](#)

END OF SCHEDULE B – Section 2

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

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

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Chicago 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.

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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.