

Order Number: 52666

Escrow Officer: at



Commitment for Title Insurance

Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota 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.

All liability and obligation under this Commitment shall cease and terminate six (6) months 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, Old Republic National 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.

Issued through the Office of:
Metro National Title
345 East 300 South
Salt Lake City, UT
801-363-6633

Authorized Signature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By

President

Attest

Secretary

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Client File Number:

1. Effective date: **June 21, 2016 at 7:45 AM**

2. Policy or Policies to be issued:		Amount of Insurance
(a) 2006 A.L.T.A. Owners		\$1,000.00
	Owner's Premium	\$264.00

Proposed Insured:

(b) 2006 A.L.T.A. Loan (Extended)		Amount of Insurance
		\$1,000.00
	Loan Premium	\$264.00

Endorsements:

Endorsement Premium(s) **\$0.00**

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:
The Bridges Holding Company, LLC, a Utah 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"

Purported Address:

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

Exhibit "A"

MOUNTAINSIDE PHASE 1 BOUNDARY DESCRIPTION (PROPOSED)

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING LOCATED NORTH 0°20'34" EAST 665.38 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 707.44 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION; RUNNING THENCE NORTH 41°11'02" WEST 188.12 FEET; THENCE NORTH 18°32'40" WEST 105.78 FEET; THENCE NORTH 12°29'05" WEST 124.25 FEET; THENCE NORTH 10°14'13" WEST 171.74 FEET; THENCE NORTH 23°17'32" WEST 86.03 FEET; THENCE NORTH 40°27'51" WEST 87.66; THENCE NORTH 41°56'03" WEST 90.00 FEET; THENCE NORTH 29°27'11" WEST 133.15 FEET; THENCE NORTH 43°14'46" WEST 320.18 FEET; THENCE NORTH 20°27'46" WEST 145.52 FEET; THENCE NORTH 65°27'31" EAST 145.81 FEET; THENCE NORTH 74°48'21" EAST 60.81 FEET; THENCE NORTH 65°27'31" EAST 150.00 FEET; THENCE SOUTH 24°32'29" EAST 100.00 FEET; THENCE SOUTH 41°29'36" EAST 192.31 FEET; THENCE SOUTH 49°43'28" EAST 265.29 FEET; THENCE SOUTH 41°54'47" EAST 95.87 FEET; THENCE SOUTH 21°36'21" EAST 122.13 FEET; THENCE SOUTH 8°16'31" EAST 353.98 FEET; THENCE SOUTH 81°43'29" WEST 25.56 FEET; THENCE SOUTH 16°45'43" EAST 190.57 FEET; THENCE NORTH 73°14'17" EAST 26.00 FEET; THENCE SOUTH 16°45'43" EAST 120.00 FEET; THENCE SOUTH 73°14'17" WEST 70.00 FEET TO A COMMON POINT WITH PARKSIDE PRUD PHASE 1; THENCE ALONG THE BOUNDARY OF SAID PRUD SOUTH 39°18'16" WEST 60.84 FEET; THENCE CONTINUING ALONG SAID BOUNDARY SOUTH 48°48'58" WEST 67.96 FEET; THENCE SOUTH 76°19'34" WEST 92.50 FEET TO THE POINT OF BEGINNING.

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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. None 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.

The Bridges Holding Company, LLC, a Utah limited liability company

THE UNDERWRITER DESIGNATED FOR THIS FILE SHALL BE Old Republic National Title Insurance Company

PLEASE DIRECT ANY TITLE INQUIRES TO Greg Crandall at 801-363-6633

Escrow Officer: at

END OF SCHEDULE B – Section 1

Order Number: 52666

Escrow Officer: at

SCHEDULE B

Section 2

EXCEPTIONS FROM COVERAGE

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. The following affects this and other property;

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

Year: 2016

Tax ID No.: 22-006-0033

Prior year: 2015 Paid

Amount: \$15.59

9. The land described herein is located within the boundaries of Weber County Taxing Unit # 203 which includes, but not limited to, the Weber Basin Water Conservancy District, Weber Area Dispatch 911 and Emergency Services District, Eden Cemetery District, Liberty Cemetery Maintenance District, Weber County Service Area No.5-Liberty Park, Weber Fire District, Wolf Creek Water & Sewer Improvement District, the Municipal Service District for unincorporated Weber County, the Ogden Valley Transmitter-Recreation Special Service District and the Ogden Valley Natural Gas Improvement District, and is subject to any assessments levied thereby.

10. 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 8, 2016

Order Number: 52666

Escrow Officer: at

Recorded: March 8, 2016

Entry No.: [2781771](#)

11. Charges or Assessments levied by Weber Basin Water Conservancy District pursuant to contract(s) for the purchase of water from said district. No liability is assumed for unpaid assessments, if any or the affects thereof on the status of any contracts and assignments.

Assumption of Contract:

Successor Purchaser: Wolf Mountain Ski Resort, LLC

Recorded: August 30, 2013

Entry No.1: [2653510](#)

12. Notice of Interest for ongoing assessments, and the terms and conditions thereof.

Executed by: Wolf Creek Water and Sewer Improvement District

Recorded: March 16, 2016

Entry No.: [2783359](#)

Purpose: for ongoing utility assessments

13. Subject to easements and rights of way of record or enforceable in law and equity for any roads, ditches, canals, transmission lines, pipelines, canals, natural waterways or any other utility now existing over, under and across the subject property, and the access for maintenance thereof.

14. Easement for public thoroughfare, and the terms and conditions thereof:

Grantor: Alvin F. Cobabe and June H. Cobabe

Grantee: Weber County

Purpose: a strip of land 100 feet in width to be used as a public thoroughfare

Recorded: December 12, 1968

Entry No.: [514048](#)

Book/Page: 906 / 117

Also, as disclosed by Special Warranty Deed:

By and between: First Security Mortgage Company and Wolf Creek Associates

Recorded: March 3, 1989

Entry No.: [1071928](#)

Book/Page: 1556/1310

Recital: Subject to an existing right-of-way along an existing Road sufficient to meet width standards for dedication to Weber County (may be replaced by a future dedicated road acceptable to Weber County).

15. Master Declaration of 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: September 24, 1982

Entry No.: [864667](#)

Book/Page: 1409/1603

Also, recorded: October 18, 1982

Order Number: 52666

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Entry No.: [866073](#)
Book/Page: 1411/363

Recorded: July 17, 2002
Entry No.: [1862046](#)
Book/Page: 2247/887

Master Declaration of Covenants, Conditions and Restrictions:
Recorded: October 18, 2002
Entry No.: [1882728](#)

First Amended to Master Declaration of Covenants, Conditions and Restrictions:
Recorded: January 9, 2007
Entry No.: [2234358](#)

Second Amendment to Master Declaration of Covenants, conditions and restrictions of Wolf Creek Resort:
Recorded: March 13, 2013
Entry No.: [2624950](#)

Termination of Declarant rights under Master Declaration of Covenants, Conditions and Restrictions for Wolf Creek Resort:
Recorded: April 3, 2013
Entry No.: [2628422](#)

Assignment of Rights in Development Agreement:
Assigned to: Capon Capital, LLC, a Utah limited liability company
Recorded: August 15, 2013
Entry No.: [2650830](#)

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

16. Covenant to run with the land, and the terms and conditions thereof.
Recorded: January 15, 1982
Entry No.: [850455](#)
Book / Page: 1396 / 476
Purpose: Municipal Services

17. Spring Water Protection area between Wolf Creek Country Club and Powder Mountain Ski Resort, and the terms and conditions thereof.
Recorded: June 18, 1982
Entry No.: [859320](#)
Book / Page: 1404 / 1163

18. Weber County Zoning Agreement, including the terms and conditions thereof:
Between: Wolf Creek Properties, L.C.
And: Weber County
Dated: October 11, 2002
Recorded: October 22, 2002

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Escrow Officer: at

Entry No.: [1883524](#)

Book/Page: 2276 / 990

Providing: seeks approval for the amended master plan for the Wolf Creek Resort.

Agreement Amending and Clarifying the Weber County Zoning Development Agreement for the Wolf Creek Resort:

Dated: February 3, 2015

Recorded: December 4, 2015

Entry No.: [2768159](#)

Agreement Amending and Clarifying the Weber County Zoning Development Agreement for Wolf Creek Resort

Dated: March 22, 2016

Recorded: March 23, 2016

Entry No.: [2784398](#)

19. Easement as disclosed by Special Warranty Deed, and the terms and conditions thereof:

Grantor: Wolf Creek Properties, LC

Grantee: Wolf Creek Water and Sewer Improvement District

Purpose: easement for ingress and egress purposes over and across existing maintenance roads, and easement five feet on each side of any and all existing waterlines within the properties.

Recorded: February 3, 2011

Entry No.: [2514194](#)

Also: Special Warranty Deed:

Recorded: February 3, 2011

Entry No.: [2514195](#)

20. Subject to an easement for ingress and egress purposes over and across existing maintenance roads within the grantor's land for access to adjoining parcels of land and easements 10.00 feet in width lying 5.00 feet on each side of any and all existing water lines located within the grantor's land that are feeding or receiving water from ponds located within the herein described lands.

21. An unrecorded Ditch Agreement, including the terms and conditions thereof:

Between: America First Federal Credit Union

And: Armando Venegas

Dated: November 21, 2014

Disclosed by a copy

22. Un-recorded Grazing Lease Agreement, and the terms and conditions thereof.

Between: America First Federal Credit Union, as Landlord

And: Hawkes Ranch LLC, a Utah limited liability company, as Tenant

Dated: August 4, 2014

23. Easement(s), Setbacks, notes and restrictions, as shown on the MOUNTAINSIDE PHASE 1 BOUNDARY DESCRIPTION (PROPOSED).

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

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25. The following affects this and other property;

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

Stated Amount: \$9,000,000.00

Trustor: The Bridges Holding Company, LLC, a Utah limited liability company

Trustee: Metro National Title

Beneficiary: America First Federal Credit Union

Dated: December 9, 2015

Recorded: December 10, 2015

Entry No.: [2769083](#)

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 and Stipulations.

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 Stipulations 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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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.