

Order Number: 49563

Escrow Officer: at

## COMMITMENT FOR TITLE INSURANCE

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Issued by **Commonwealth Land Title Insurance Company**

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

Commonwealth Land Title Insurance Company, a Nebraska 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 120 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such 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**, the Company has caused this Commitment to be signed with the facsimile signatures of its President and Secretary and sealed as required by its By-Laws.

**Attest:**



**Secretary**



**By:**



**President**

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Client File Number:

1. Effective date: **November 17, 2015 at 7:45 AM**

2. Policy or Policies to be issued:	Amount of Insurance
(a) 2006 A.L.T.A. Owners	<b>\$1,000.00</b>
Owner's Premium	<b>\$240.00</b>

Proposed Insured:  
**Title Report Only**

(b) 2006 A.L.T.A. Loan (Extended)	Amount of Insurance
Loan Premium	<b>\$0.00</b>

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:  
**Fairways at Wolf Creek, 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:  
**Proposed Fairways at Wolf Creek Phase 4 and 5  
Eden, UT 84310**

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

**Exhibit "A"**

**(Proposed: Fairways at WC 4 & 5)**

**Beginning at a point which is North 00°20'47" East 400.01 feet along the section line from the West quarter corner of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian (basis of bearing North 00°20'47" East 2678.81 feet between said West quarter corner and the Northwest corner of said Section 22) thence as follows:**

**North 00°20'47" East 1703.17 feet, to a non tangent curve to the right,  
thence;  
Northeasterly 520.84 feet, along said curve (R=1460.00  
Delta=20°26'23" T=263.22 CH=518.08, CHB=  
North 81°52'12" East); thence  
South 87°54'37" East 302.48 feet; thence  
South 03°20'53" West 166.90 feet, to a non tangent curve to the left;  
thence  
Southwesterly 211.11 feet, along said curve (R=168.00 Delta=  
71°59'49" T=122.05 CH=197.49 CHB=South  
57°20'59" West); thence  
South 21°21'04" West 269.33 feet; thence  
South 34°43'01" West 121.50 feet; thence  
South 55°14'14" West 226.49 feet; thence  
South 04°04'29" West 785.51 feet; thence  
North 86°01'15" West 98.86 feet; thence  
South 18°46'41" West 78.02 feet, to a non tangent curve to the left;  
thence  
Southeasterly 46.38 feet, along said curve (R=70.00  
Delta=37°57'47" T=24.08 CH=45.54 CHB=  
South 00°12'12" East); thence  
South 19°11'06" East 19.91 feet, to a tangent curve to the right;  
thence  
Southeasterly 58.79 feet, along said curve (R=230.00  
Delta=14°34'16" T=29.40 CH=58.33  
CHB=South 11°53'58" East); thence  
South 04°36'50" East 28.97 feet; thence  
South 85°23'10" West 5.49 feet; thence  
South 78°24'08" West 60.00 feet, along the North boundary of  
Fairway Oaks Subdivision; thence  
North 89°14'39" West 73.37 feet, along the North boundary of  
Fairway Oaks Subdivision 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. Payment of delinquent taxes and assessments as shown in Schedule B, Part 2.**
- 2. Payment of any accrued owners association dues which may have been assessed, shown on Schedule B, Part 2.**
- 3. Withdrawal of Application for Assessment and Taxation of Agricultural Land 1969 Farmland Assessment Act and payment of Roll-Back Taxes, clearing Exception shown on Schedule B, Part 2.**
- 4. Record Deed of Reconveyance(s) clearing the Trust Deed(s) shown on Schedule B, Part 2.**
- 5. Delivery to, and approval by the Company of Articles of Organization and Operating Agreement for Fairways at Wolf Creek, LLC, a Utah limited liability company regarding the legal status and ability to convey and/or encumber title to the land described herein.**

The Company reserves the right to make additional requirements as needed.

- 6. Additional Requirements may be added when the full nature of the transaction is revealed.**

[Vesting Deed Image](#)

[Plat Map Image](#)

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**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**

**Fairways at Wolf Creek, LLC, a Utah limited liability company**

**THE UNDERWRITER DESIGNATED FOR THIS FILE SHALL BE Commonwealth Land Title Insurance Company**

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

**Escrow Officer: at**

**END OF SCHEDULE B – Section 1**

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**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 \$2.77, and are due and payable on November 1, 2015, and will be delinquent after November 30, 2015. Taxes for the year 2014 have NOT been paid. (Tax ID No. [22-017-0017](#))**

**TAX SALE:**

**Amount: \$2.77, plus penalty and interest.**

**Tax ID No.: 22-017-0017**

**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, the Liberty Cemetery Maintenance District, Weber Fire District, Wolf Creek Water and Sewer Improvement District, the Ogden Valley Transmitter/Recreation Special Service District, Municipal Service District for incorporated Weber County 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:**

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Dated: December 30, 2013

Recorded: December 30, 2013

Entry No.: [2670058](#)

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.

Assignment:

First Party: Wolf Creed Properties, LLC

Second Party: Wolf Creek Water Company Inc.

Recorded: July 30, 2009

Entry No.: [2426954](#)

12. Covenant to run with the land, and the terms and conditions thereof.

Purpose: Municipal Services

Recorded: January 15, 1982

Entry No.: [850455](#)

Book / Page: 1396 / 476

13. Master 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

Entry No.: [866073](#)

Book/Page: 1411/363

Also:

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](#)

Book/Page: 2275/460

First Amendment to Master Declaration of Covenants, Conditions and Restrictions:

Recorded: January 9, 2007

Entry No.: [2234358](#)

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**Second Amendment to Master Declaration of Covenants, Conditions and Restrictions:**

**Recorded: March 13, 2013**

**Entry No.: [2624950](#)**

**Termination of declarant Rights Under Master Declaration of Covenants, Conditions and Restrictions:**

**Recorded: April 03, 2013**

**Entry No.: [2628422](#)**

**Assignment of Rights in Development Agreement:**

**Recorded: August 15, 2013**

**Entry No.: [2650830](#)**

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

**14. Easement for Golf Course access and use, and the terms and conditions thereof:**

**Executed by: Wolf Creek Associates, a Utah limited partnership  
Trendwest Resorts, Inc., an Oregon corporation  
Worldmark, The Club, a California non-profit mutual benefit  
corporation, and  
Harvey and Joan Higley**

**Recorded: June 8, 1999**

**Entry No.: [1641933](#)**

**Book/Page: 2016 / 2198**

**Easement for Golf Course access and use, and the terms and conditions thereof:**

**Executed by: Wolf Creek Associates**

**In favor of: Wolf Creek Village Association of Unit Owners, a Utah non-profit  
corporation**

**Recorded: February 28, 2001**

**Entry No.: [1754486](#)**

**Book/Page: 2119/804**

**Easement for Golf Course access and use, and the terms and conditions thereof:**

**Executed by: Wolf Creek Associates**

**In Favor of: Wolf Creek Village II Association of Unit Owners, a Utah non-profit  
corporation**

**Recorded: February 28, 2001**

**Entry No.: [1754488](#)**

**Book/Page: 2119/825**

**15. Right of way for Wolf Creek, if any, over and across the property.**

**16. Rights-of-ways for water ditches, pipelines, canals, natural waterways, transmission lines, utility lines and roadways, if any, and the access for maintenance thereof, now existing over and across the subject property.**

**17. Reservations, covenants, and conditions as created by that Special Warranty Deed, and the terms and conditions thereof.**

**Grantor: Wolf Creek Properties, L.C.**



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Grantee: Legacy-Fairways, L.L.C.

Recorded: May 21, 2002

Entry No.: [1849483](#)

Book / Page: 2233 / 2021

**18. Weber County Zoning Development Agreement, and the terms and conditions thereof.**

**Between: Wolf Creek Properties, L.C.**

**And: Weber County Corporation**

**Recorded: October 22, 2002**

**Entry No.: [1883524](#)**

**Book / Page: 2276 / 990**

**19. Irrigation Line and Reservoir Boundary Easement, and the terms and conditions thereof.**

**As: disclosed by survey dedication**

**Recorded: May 1, 2003**

**Entry No.: [1935097](#)**

**Book / Page: 57 of Plats / 82**

**Affidavit, and the terms and conditions thereof:**

**Of: relocation**

**Recorded: September 3, 2003**

**Entry No.: [1976740](#)**

**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: August 15, 2003**

**Entry No.: [1966151](#)**

**Book/Page: 2424 / 1090**

**Amended and Restated Declaration of Covenants, Conditions and Restrictions:**

**Recorded: September 21, 2005**

**Entry No.: [2130306](#)**

**First Supplement and Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions:**

**Recorded: September 21, 2005**

**Entry No.: [2130307](#)**

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

**21. Deed of Easement, and the terms and conditions thereof:**

**Grantor: Legacy-Fairways, L.L.C., and Wolf Creek Properties, L.C.**

**Grantee: Wolf Creek Water Conservancy, Inc.**

**Purpose: 15' wide irrigation easement**

**Recorded: November 12, 2003**

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Entry No.: [1990657](#)

**22. Lack of a right of access to an open public highway, street, or other public thoroughfare.**

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

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

**Stated Amount: \$1,837,324.00**

**Trustor: Fairways at Wolf Creek, LLC**

**Trustee: Bank of American Fork**

**Beneficiary: Bank of American Fork**

**Dated: June 26, 2006**

**Recorded: June 26, 2006**

**Entry No.: [2189215](#)**

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

**Stated Amount: \$500,000.00**

**Trustor: Fairways at Wolf Creek, LLC**

**Trustee: Alta Title**

**Beneficiary: Paul and Cherie Broadwater Trust**

**Dated: May 17, 2013**

**Recorded: July 19, 2013**

**Entry No.: [2646486](#)**

**Substitution of Trustee:**

**Substitutes: Sutherland Title Company as Trustee**

**Recorded: May 7, 2015**

**Entry No.: [2734812](#)**

**END OF SCHEDULE B – Section 2**

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## **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>>.



## 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.