



Weber County



W2899815

Notice of Buildable Parcel

EA# 2899815 P6 1 OF 3
LEANN H KILTS, WEBER COUNTY RECORDER
11-JAN-18 303 PM FEE \$4.00 DEP JKC
REC FOR: WEBER COUNTY PLANNING

1-3-2018

Re: Property identified as Parcel # 23-012-0082

Legal Description: See attached Exhibit "A"

To whom It may concern,

The land with Parcel Number 23-012-0082 is currently zoned Agricultural Valley (AV-3) which allows for a variety of uses, including a single-family dwelling, when located on a "Lot of Record" as defined in Title 101 of the Uniform Land Use Code of Weber County (LUC). The subject parcel was found to be a "Lot of Record" as defined in LUC§101-1-7 paragraph 5 below:

Lot of record (lawfully created lot). A lot of record is defined as any one of the following circumstances:

- (1) A parcel of real property identified as a building lot on an unrecorded subdivision plat that has been approved by Weber County and is on file in the Weber County Planning Office; or*
- (2) A parcel of real property identified as a building lot on a subdivision plat that has been approved by Weber County and recorded in the office of the Weber County Recorder; or*
- (3) A parcel/lot described in a deed, sales contract or survey that was recorded in the office of the Weber County Recorder before January 1, 1966; or*
- (4) A parcel/lot described in a deed, sales contract or survey that was recorded in the office of the Weber County Recorder in between January 1, 1966, and June 30, 1992, which complied with the zoning requirements in effect at the time of its creation and has undergone and successfully completed the Weber County subdivision process; or*
- (5) A parcel/lot described in a deed, sales contract or survey that was recorded in the office of the Weber County Recorder in between January 1, 1966, and June 30, 1992, which complied with the zoning requirements in effect at the time of its creation and was shown to be the first or second division of a larger parent parcel; or*
- (6) A parcel/lot that is the subject of a land division where Weber County, in compliance with Utah State Code, has expressly approved the division in anticipation of further land use approvals conditioned upon and as authorized by the Weber County Zoning Ordinance; or*
- (7) A parcel/lot that does not fall within any one of the previously listed circumstances but has received a variance from the Weber County Board of Adjustment which has otherwise deemed a particular parcel/lot as a lot of record.*

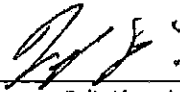
The Weber County Planning Division can issue a Land Use Permit to develop this parcel, as it exists today; provided that all applicable standards are met and that the parcel's legal description (see Exhibit A) is not altered without receiving approval from the Land Use Authority.

This letter addresses the legal status of the parcel and the findings provided are based upon the parcel's conformance with the Weber County Land Use Code as described above. The site has not been inspected to ensure that existing uses are allowed and existing structures meet required yard setbacks. These factors can affect a land owner's ability to obtain a Land Use Permit and Building Permit. There may also be additional requirements that need to be met prior to the issuance of future permits.



Weber County

Dated this 3rd day of January, 2018



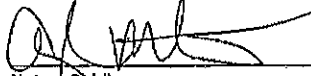
Felix Lleverino, Planner
Weber County Planning Division

STATE OF UTAH)

:SS

COUNTY OF WEBER)

On this 11 day of Jan, 2018 personally appeared before me, Felix Lleverino, the signer of the foregoing Instrument, who duly acknowledged to me that he executed the same. .



Notary Public
Residing at:





Weber County

EN 2899815 PG 3 OF 3

Exhibit "A"

Parcel # 23-012-0082

PART OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN: BEGINNING AT A POINT LOCATED SOUTH 3991.16 FEET EAST AND 2663.38 FEET FROM THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, POINT OF BEGINNING ALSO BEING LOCATED NORTH 47°15'00" WEST 476.87 FEET AND SOUTH 42°45'00" WEST 500.00 FEET FROM A BRASS CAP MONUMENT MARKING AN ANGLE POINT IN THE WEBER-CACHE COUNTY LINE; THENCE NORTH 75°00'00" WEST 429.23 FEET; THENCE SOUTH 30°05'07" WEST 59.92 FEET; THENCE SOUTH 19°15'33" EAST 57.58 FEET; THENCE RIGHT ALONG THE ARC OF 133.00 FOOT RADIUS CURVE A DISTANCE OF 135.67 FEET (CHORD BEARS SOUTH 9°57'51" WEST 129.87 FEET); THENCE SOUTH 39°11'15" WEST 6.50 FEET; THENCE SOUTH 65°00'00" EAST 140.65 FEET; THENCE NORTH 77°01'52" EAST 197.43 FEET; THENCE NORTH 42°45'00" EAST 195.00 FEET TO THE POINT OF BEGINNING. CONTAINS 1.91 ACRES.

SECTION 6, T.7N., R.2E., S.L.B.& M.

IN WEBER COUNTY

SCALE 1" = 400'

TAXING UNIT: 90, 227, 490, 491

SEE PAGE 45

ALSO SEE PAGES 12-2, 3

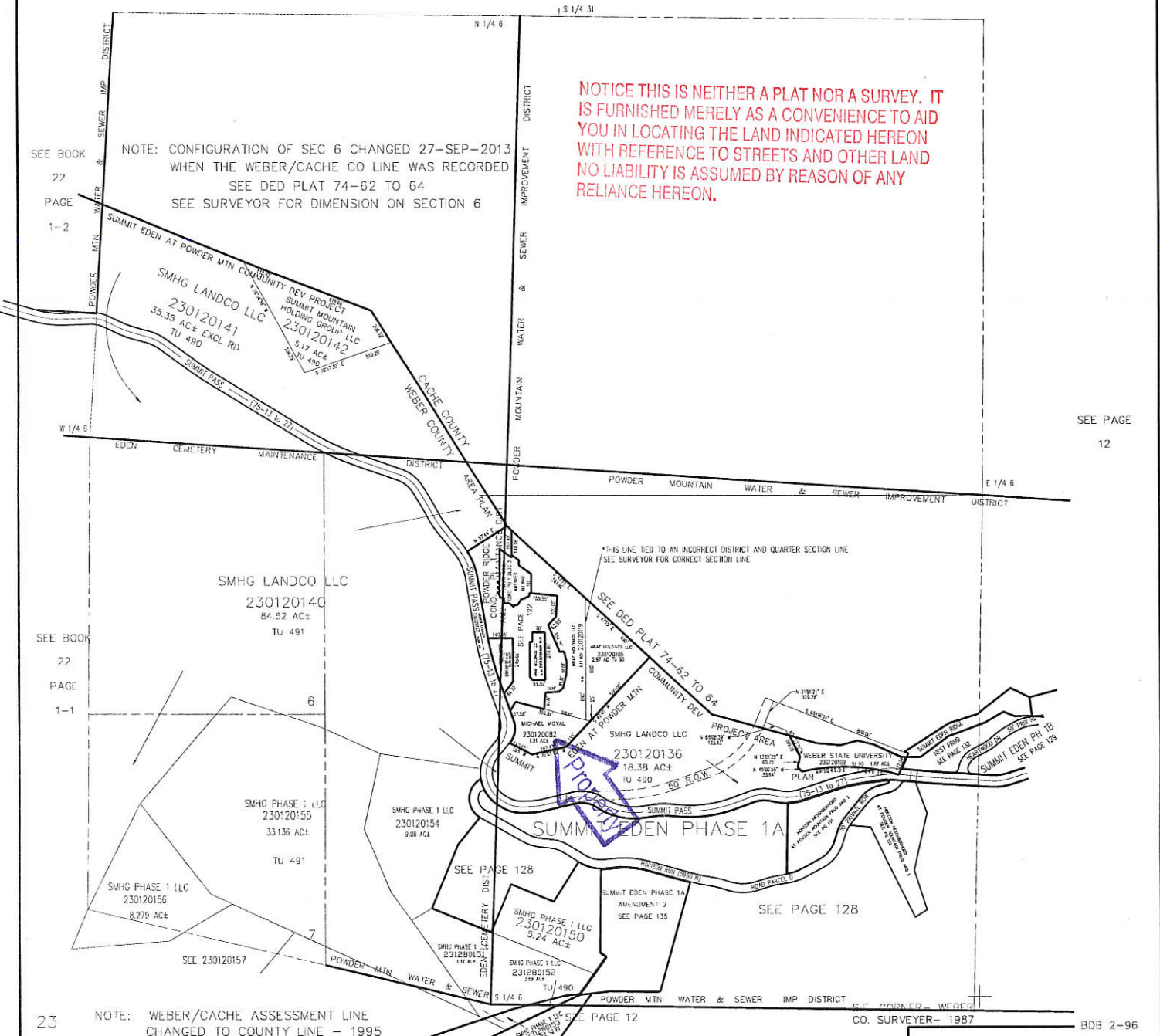
NOTICE THIS IS NEITHER A PLAT NOR A SURVEY. IT IS FURNISHED MERELY AS A CONVENIENCE TO AID YOU IN LOCATING THE LAND INDICATED HEREON WITH REFERENCE TO STREETS AND OTHER LAND NO LIABILITY IS ASSUMED BY REASON OF ANY RELIANCE HEREON.

NOTE: CONFIGURATION OF SEC 6 CHANGED 27-SEP-2013 WHEN THE WEBER/CACHE CO LINE WAS RECORDED SEE DED PLAT 74-62 TO 64 SEE SURVEYOR FOR DIMENSION ON SECTION 6

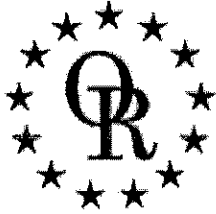
SEE BOOK 22 PAGE 1-2

SEE BOOK 22 PAGE 1-1

SEE PAGE 12



ALTA Commitment for Title Insurance



Issued By Old Republic National 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 EXTRACTIONAL 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, Old Republic National 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for 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.

Issued through the Office of
Mountain View Title and Escrow
5732 South 1475 East #100
Ogden, UT 84403
(801) 479-1191

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


Authorized Countersignature

By  President

Attest  Secretary

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;
- (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.

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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>.

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**
ISSUED BY
Old Republic National Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Mountain View Title and Escrow
Issuing Office: 5732 South 1475 East #100, Ogden, UT 84403
ALTA® Universal ID: N/A
Loan ID Number: N/A
Commitment Number: 159434
Issuing Office File Number: 159434
Property Address: None Assigned, UT
Revision Number:

1. Commitment Date: March 22, 2018 at 8:00 A.M.

2. Policy to be issued:

Proposed Policy Amount

(a) ALTA Owner's Policy Homeowners

Proposed Insured: Michael Moyal

(b) ALTA Loan Policy Expanded Coverage

Proposed Insured: Lender

3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

4. Title to the said estate or interest in the Land is at the Commitment Date hereof vested in:

Michael Moyal

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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File No. 159434

ALTA Commitment For Title Insurance Schedule 8-1-16

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
Old Republic National Title Insurance Company

**EXHIBIT "A"
LEGAL DESCRIPTION**

PART OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN: BEGINNING AT A POINT LOCATED SOUTH 3991.16 FEET EAST AND 2663.38 FEET FROM THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, POINT OF BEGINNING ALSO BEING LOCATED NORTH 47°15'00" WEST 476.87 FEET AND SOUTH 42°45'00" WEST 500.00 FEET FROM A BRASS CAP MONUMENT MARKING AN ANGLE POINT IN THE WEBER-CACHE COUNTY LINE; THENCE NORTH 75°00'00" WEST 429.23 FEET; THENCE SOUTH 30°05'07" WEST 59.92 FEET; THENCE SOUTH 19°15'33" EAST 57.58 FEET; THENCE RIGHT ALONG THE ARC OF 133.00 FOOT RADIUS CURVE A DISTANCE OF 135.67 FEET (CHORD BEARS SOUTH 9°57'51" WEST 129.87 FEET); THENCE SOUTH 39°11'15" WEST 6.50 FEET; THENCE SOUTH 65°00'00" EAST 140.65 FEET; THENCE NORTH 77°01'52" EAST 197.43 FEET; THENCE NORTH 42°45'00" EAST 195.00 FEET TO THE POINT OF BEGINNING.

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File No. 159434

ALTA Commitment For Title Insurance Schedule 8-1-16

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART I**

ISSUED BY
Old Republic National Title Insurance Company

Requirements

File No.: 159434

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

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File No. 159434

ALTA Commitment For Title Insurance Schedule 8-1-16

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**

ISSUED BY
Old Republic National Title Insurance Company

Exceptions

File No.: 159434

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. 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.
2. Water rights, claims to water or water rights, whether or not shown in the public records.
3. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessment on real property or by the public records.
4. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession, or claiming to be in possession, thereof.
5. Easements, liens encumbrances, or claims of easements, liens or encumbrances which are not shown by the public records.
6. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
7. 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.
8. Taxes for the year 2017 are delinquent in the amount of \$367.72 plus penalty and interest.
SERIAL NUMBER: 23-012-0082

Lien arising as of 12 o'clock noon of January 1 for any unpaid personal property taxes which may be listed against the property described herein

9. Said property is included within the following boundaries and is subject to any charges and assessments levied by them as a result of services provided.

GENERAL FUND, G O BOND FUND, LIBRARY, WEBER SCHOOL DISTRICT, STATEWIDE SCHOOL BASIC LEVY, MOSQUITO ABATEMENT DISTRICT, WEBER BASIN WATER – GENERAL, WEBER / MORGAN HEALTH, JUDGMENT LEVY - W.C., POWDER MNTN WATER & SEWER DISTRICT, PARAMEDIC FUND, WEBER FIRE DISTRICT, STATE ASSESS & COLLECT / MULTI CO, ASSESS & COLLECT / COUNTY, UNINCORP WEBER COUNTY, WEBER SCHOOL DIST JUDGMENT LEVY, WEBER AREA DISPATCH 911 AND EM. SERV. DIST.- (S-S), WEBER FIRE G.O. BOND - 2006 SERIES

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File No. 159434

ALTA Commitment For Title Insurance Schedule 8-1-16

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**

ISSUED BY
Old Republic National Title Insurance Company

Exceptions

10. Right of way for roads, ditches, canals, pipelines or transmission lines now existing over and across the subject property, and as disclosed in Book 24 at Page 80 of Plats.

11. **EASEMENT AND RIGHT OF WAY GRANT**
Grantor: POWDER RIDGE VILLAGE OWNERS ASSOCIATION, INC., A UTAH NON-PROFIT CORPORATION
Grantee: ROCKWELL DEVELOPMENT CORPORATION, A UTAH CORPORATION
Location: SEE DEED
Purpose: INSTALLING, MAINTAINING, AND OPERATING WATER, SEWER, ELECTRIC, TELEPHONE, STORM DRAIN, AND OTHER UTILITY LINES AND SERVICES, TO, AND PROVIDING INGRESS TO AND EGRESS FROM CERTAIN PARCELS
Dated: October 23, 2003
Recorded: October 23, 2003
Entry Number: 1985684

12. **COVENANT AND AGREEMENT (OFF-SITE)**Dated: November 23, 1982
Recorded: November 24, 1982
Entry Number: 868459
Book: 1413 Page: 1181

13. **COVENANT AND AGREEMENT (FOR SEWER)**Dated: November 23, 1982
Recorded: November 24, 1982
Entry Number: 868460
Book: 1413 Page: 1192

14. **COVENANT AND AGREEMENT (FOR ROADWAY)**Dated: November 23, 1983
Recorded: November 23, 1983
Entry Number: 868461
Book: 1413 Page: 1198

15. **COVENANT AND AGREEMENT (FOR MUNICIPAL SERVICES)**Dated: November 6, 1972
Recorded: May 17, 1983
Entry Number: 880142
Book: 1424 Page: 2413

16. **RESERVATIONS**
Grantor: FIRST SECURITY BANK OF UTAH, N.A.
Grantee: HOLMGREEN LAND AND LIVESTOCK COMPANY
Purpose: RESERVING HOWEVER, UNTO THE SELLER, ITS SUCCESSORS AND ASSIGNS, ALL THE OIL, GAS, PETROLEUM AND ALL OTHER MINERALS AND MINERAL SUBSTANCES OF ANY KIND OR NATURE THAT MAY BE FOUND IN, ON OR UNDER THE SAID LANDS TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS, OVER, ACROSS AND UPON SAID LANDS FOR THE PURPOSE OF REMOVING ANY AND ALL OIL AND GAS; TOGETHER WITH SUFFICIENT RIGHTS FOR THE REASONABLE OPERATION OF ANY GAS OR OIL WELL OF WHATEVER KIND OF NATURE; TOGETHER WITH SUFFICIENT SURFACE RIGHTS FOR THE OPERATION OF ANY MILL, REFINERY OR PIPELINE REASONABLE NECESSARY OR CONVENIENT FOR THE OPERATION OF ANY OIL OR GAS WELL OF ANY KIND OR NATURE, TOGETHER WITH A PERPETUAL RIGHT TO ENTER UPON ALL OF SAID PARCELS OR TRUSTS OF LAND TO OPEN, MINE, DRILL WELLS AND

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File No. 159434

ALTA Commitment For Title Insurance Schedule 8-1-16

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**

ISSUED BY
Old Republic National Title Insurance Company

Exceptions

TRENCH AND LAY, MAINTAIN IMPROVEMENTS AND FIXTURES NECESSARY OR CONVENIENT IN SEARCHING FOR, PROCURING, PRODUCING, TREATING, CARING FOR AND STORING, TRANSPORTING AND REMOVING ANY AND ALL MINERAL SUBSTANCES OF WHATEVER KIND OF NATURE THAT MAY BE FOUND THEREON OR THEREUNDER AND THE PERPETUAL RIGHT TO ERECT, MAINTAIN AND OPERATE TELEPHONE, TELEGRAPH, AND POWER LINES FOR THE USE OF THE SELLER AND ITS BENEFICIARIES AND THEIR SUCCESSORS IN INTEREST; TOGETHER WITH THE RIGHT TO MAINTAIN, REPAIR, REPLACE AND REMOVE ANY AND ALL SUCH STRUCTURES, APPLIANCE, IMPROVEMENTS AND FIXTURES PLACED THEREON, AND TOGETHER WITH FULL RIGHT TO DEVELOP, PRODUCE, STORE AND USE ALL WATER NECESSARY OR CONVENIENT IN CARRYING ON SAID OPERATIONS OF ANY PART THEREOF

Recorded: January 3, 1953
Book: 407 Page: 355

17. RESERVATIONS

Grantor: R.M. DAVIS LIVESTOCK COMPANY

Grantee: WESTERN AMERICA DEVELOPMENT CORPORATION, INC., A UTAH CORPORATION

Purpose: RESERVING AN EXCEPTING TO THE GRANTOR ITS SUCCESSORS AND ASSIGNS FOREVER, ALL OIL, GAS, PETROLEUM, OR OTHER HYDROCARBON SUBSTANCES AND MINERALS OR WHATSOEVER KIND OR WHATSOEVER KIND OF NATURE, IN, UPON, OR BENEATH THE PROPERTY HEREINABOVE DESCRIBED, TOGETHER WITH THE RIGHT OF ENTRY AND ALL OTHER RIGHTS INCLUDING THE RIGHT OF WAY AND EASEMENTS WHICH MAY BE NECESSARY FOR THE DEVELOPMENT, PRODUCTION, REMOVAL OF ALL SUCH SUBSTANCES OR MINERALS, TOGETHER WITH THE RIGHT TO THE FULL ENJOYMENT OF SUCH INTEREST HEREIN RESERVED

Dated: March 31, 1980
Recorded: June 18, 1980
Book: 1368 Page: 621

18. NOTICE OF INTEREST IN REAL PROPERTY

Dated: July 8, 2003
Claimant: ELWOOD L. NIELSEN
Recorded: July 9, 2003
Entry Number: 1955498
Book: 2402 Page: 1132

19. NOTICE OF INTEREST IN REAL PROPERTY

Dated: March 7, 2008
Claimant: ELWOOD L. NIELSEN
Recorded: March 7, 2008
Entry Number: 2326546

20. ORDINANCE NO. 2012-18

Purpose: AN ORDINANCE OF WEBER COUNTY REZONING APPROXIMATELY 4,297 ACRES LOCATED AT POWDER MOUNTAIN RESORT FROM FOREST RESIDENTIAL-3 (FR-3), FOREST VALLEY-3 (FV-3), COMMERCIAL VALLEY RESORT RECREATION-1 (CVR-1) AND FOREST-40 (F-40) TO FOREST VALLEY-3 (FV-3), COMMERCIAL VALLEY RESORT RECREATION-1 (CVR-1) AND FOREST-40 (F-40)

Recorded: November 29, 2012
Entry Number: 2607987

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**

ISSUED BY
Old Republic National Title Insurance Company

Exceptions

21. WEBER COUNTY ZONING DEVELOPMENT AGREEMENT

By and Between: WESTERN AMERICA HOLDING, LLC, A UTAH LIMITED LIABILITY COMPANY AND OWNER OF THE PROPERTY COMMONLY KNOWN AS POWDER MOUNTAIN AND WEBER COUNTY, A BODY POLITIC IN THE STATE OF UTAH

Recorded: November 29, 2012

Entry Number: 2607988

22. RESOLUTION NO. 27-2012

Purpose: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY, UTAH, CONFIRMING THE TAX TO BE LEVIED FOR MUNICIPAL SERVICES PROVIDED TO THE UNINCORPORATED AREA OF WEBER COUNTY AND DESCRIBING THE SERVICES TO BE PROVIDED THEREIN

Recorded: December 13, 2012

Entry Number: 2610456

23. ORDINANCE NO. 2014-1

Purpose: AN ORDINANCE OF WEBER COUNTY VACATING ANY INTEREST THAT THE GENERAL PUBLIC MAY HAVE OBTAINED TO THE PRIVATE ROAD AT POWER MOUNTAIN SKI RESORT, RECORDED ON NOVEMBER 24, 1982 IN THE WEBER COUNTY RECORDER'S OFFICE (PLAT BOOK 24, PAGES 80, 81, AND 82)

Recorded: January 9, 2014

Entry Number: 2671080

24. CERTIFICATE OF CREATION OF THE NORTHERN UTAH ENVIRONMENTAL RESOURCE AGENCY

Dated: December 1, 2014

Recorded: January 20, 2015

Entry Number: 2718461

25. NOTICE OF BUILDABLE PARCEL

Dated: January 11, 2018

Recorded: January 11, 2018

Entry Number: 2899815

26. NOTE: NO EXISTING DEED OF TRUST APPEARS OF RECORD. IF THIS INFORMATION IS NOT CORRECT, PLEASE NOTIFY THE COMPANY AS SOON AS POSSIBLE TO PROVIDE INFORMATION REGARDING THE EXISTING LOAN.

27. JUDGMENTS WERE CHECKED AGAINST THE FOLLOWING NAMES AND NONE WERE FOUND TO BE OF RECORD:

MICHAEL MOYAL

28. A 24 MONTH VESTING CHAIN OF TITLE HAS BEEN DONE AND THE FOLLOWING ITEMS WERE FOUND TO BE OF RECORD.

WARRANTY DEED DATED AUGUST 24, 2016 BY AND BETWEEN DEER CREST LLC, A WYOMING LIMITED LIABILITY COMPANY TO MICHAEL MOYAL, RECORDED AS ENTRY NUMBER: 2811200.

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**

ISSUED BY
Old Republic National Title Insurance Company

Exceptions

29. NOTICE TO APPLICANT: THE LAND HEREIN MAY BE SERVICED BY CITIES, IMPROVEMENT DISTRICTS, OR UTILITY COMPANIES THAT PROVIDED MUNICIPAL TYPE SERVICES FOR WATER, SEWER, ELECTRICITY OR OTHER SERVICES THAT DO NOT RESULT IN A LIEN, BUT FOR WHICH SERVICES MAY BE TERMINATED IN THE EVENT OF NON-PAYMENT OF SERVICE CHARGES TO DATE OR TRANSFER FEES. ALTHOUGH THE COMPANY ASSUMES NO LIABILITY THEREFORE, YOU ARE URGED TO MAKE INVESTIGATION INTO SUCH MATTERS.
30. NOTE: ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION. YOU MAY REVIEW A COPY OF THE ARBITRATION RULES AT <http://www.alta.org>. 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.

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