

Commitment for Title Insurance

 First American	Griffiths & Turner 
ISSUED BY First American Title Insurance Company	THROUGH THE OFFICE OF Griffiths & Turner / GT Title Services Inc.

FIRST AMERICAN 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 180 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, First American Title Insurance Company has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company



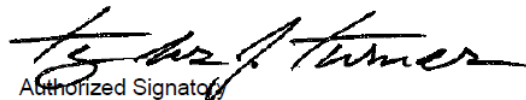
Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

Griffiths & Turner / GT Title Services Inc.

a Utah Licensed Title Insurance Agency
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Authorized Signatory

GT File No.: SL19312PM

(This Commitment is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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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 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/>.

NOTE: Notwithstanding anything to the contrary in this commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.



Commitment for Title Insurance

SCHEDULE A

1. Effective Date: **November 12, 2018**, 7:59 AM
2. Policy or Policies to be issued: Amount Premium

(A) **None**; Informational Report Only; For Amendment to Summit Eden Ridge Nests Subdivision Plat; Weber County, Utah; Cache County, Utah

(B) **NONE**

3. The estate or interest in the Land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

POWDER GALS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

SMHG PHASE I LLC, A DELAWARE LIMITED LIABILITY COMPANY

4. The Land referred to in this commitment is located in **CACHE** County, State of Utah and is described as follows:

PARCEL 1:

ALL OF LOT 15R, SUMMIT EDEN RIDGE NESTS, PLANNED RESIDENTIAL UNIT DEVELOPMENT, AMENDMENT 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CACHE COUNTY RECORDER.

PARCEL 2:

THE COMMON AREA OF SUMMIT EDEN RIDGE NESTS, PLANNED RESIDENTIAL UNIT DEVELOPMENT, AMENDMENT 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CACHE COUNTY RECORDER.

Tax ID No. (for reference purposes only): **16-111-0015 AND 16-111-COMM**

File Number: SL19312PM
American Land Title Association Commitment-Utah
Valid Only If Schedules A and B and Jacket Are Attached

Commitment for Title Insurance
SCHEDULE B - SECTION I (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.

Item (c) Payment of all taxes, charges and assessments, levied and assessed against the subject premises which are due and payable.

Item (d) Pay us the premiums, fees and charges for the policy. In the event, the transaction, for which this commitment is furnished, cancels, the minimum cancellation fee will be \$200.00.

Item (e) You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.

Item (f) If the applicant desires copies of any matters shown as exceptions in Schedule B - Section 2, the Company will furnish such upon request at no charge or a minimal charge as the case may be.

Item (g) In transactions where construction is contemplated or the status of construction is unknown, the Company requires the owner and any previous owners within the last 6 months to sign a statement that no recent construction has taken place. A physical inspection may also be required. If recent construction has taken place, additional requirements may be added.

Commitment for Title Insurance
SCHEDULE B -SECTION II (Exceptions)

The policy or policies to be issued will contain exceptions to the following 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, interest or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, claims of easements or encumbrances which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. 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.
6. 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 value the estate or interest or mortgage thereon covered by this Commitment.
7. (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.

NOTE: *Upon compliance with underwriting requirements, exceptions 1-7 will be omitted from any Extended or Expanded Loan Policy to be issued hereunder.*

8. Taxes for the present year and thereafter. Taxes for the year 2018 are DUE in the amount of \$2,617.75 Tax ID No. **16-111-0015** Taxes for the year 2017 were **PAID**.
9. Said property is within the boundaries of CACHE COUNTY, UTAH and is therein located within Tax District 32, Cache County School District, Avon Cemetery Maintenance District, Cache County Mosquito Abatement District, Powder Mountain Water and Sewer Improvement District, and is subject to any charges and assessments levied thereunder.

(Continued)

Commitment for Title Insurance
SCHEDULE B - SECTION II (Exceptions)

10. The effects of easements, restrictions, covenants, conditions, notes, building set-back lines, and rights of ways for roads, ditches, canals, streams, rivers, telephones and transmission lines, drainage, utilities or other incidental purposes, over, under or across said property, which are of record and any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, party walls, including, without limitation, any easements, notes, restrictions, building site requirements, setback lines, or rights of way provided for in any official plat map or county map or any other facts or which may be ascertained by inspection or which appear on Subdivision Plat recorded April 29, 2015 as Entry No. 1124284, and Amendment 1 thereto recorded June 17, 2016 as Entry No. 1149674.
11. Any water rights, claims or title to water in or under the Land.
12. Any and all outstanding oil and gas, mining and mineral rights, etc. included and/or reserved those certain agreements recorded as entry numbers 380334, 414079, and 414081 in the official records of the Cache County Recorder
13. The effects of that certain Easement in favor of Powder Mountain Group Holdings, LLC recorded recorded March 31, 2005 as Entry No. 886639 in Cache County records.
14. The effects of that certain Contract by and between Weber Basin Water Conservancy District and Western America Holding, LLC for the sale and use of untreated water recorded April 10, 2006 as Entry No. 913952 in Cache County records.

An Amendment to the Contract between Weber Basin Water Conservancy District and Western America Holding, LLC was recorded June 21, 2011 as Entry No. 1045335 in Cache County.

An Assignment to the Contract between Weber Basin Water Conservancy District and Western America Holding, LLC was recorded November 19, 2013 as Entry No. 1098557 in Cache County.
15. The effects of that certain Grant of Right-of-Way and Utility Easement in favor of Eden Heights II, LLC recorded October 12, 2006 as Entry No. 928246 in Cache County records.
16. The effects of that certain Survey of the Cache/Weber Common Line recorded October 21, 2013 as Entry No. 1097031.
17. The terms, conditions and effects of the official plat map recorded on April 29, 2015 as Entry No. 1124284.
18. The effects, terms and conditions of the covenants, conditions and restrictions, and any related bylaws, recorded September 23, 2015 as Entry No.'s, 1133481, 1122482, 1133483, 1133486 and 1133487 respectively; and any supplements or amendments thereto as may have been recorded from time to time, and any charges created thereunder, including, without limitation, any charges, dues or assessments levied by any home owners association or similar organization, but omitting any covenants or restrictions, if any, 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.
19. The terms and conditions of that certain First Amendment to Interlocal Agreement by and between Cache County and Weber County, recorded June 10, 2015 as Entry No. 1126827.

(Continued)

Commitment for Title Insurance
SCHEDULE B - SECTION II (Exceptions)

20. The effects of that certain Property Address Affidavit recorded March 21, 2018 as Entry No. 1192002.

21. Intentionally Removed

NOTE ON JUDGMENTS: All relevant parties' names have been checked for judgments. Except as otherwise stated herein, no unsatisfied judgments appear of record that would affect the priority of the insured lien or interest.

NOTE: In the event matters are discovered during the closing process which would otherwise be insured by the covered risks included in the title insurance policy, the Company may limit or delete insurance provided by the affected covered risk. In such event, a supplemental report may be issued prior to closing.

NOTE: The Owner's Policy of title insurance committed for in this commitment, if any, shall contain, in addition to the items set forth in Schedule B-Section 2, the following items: (1) The Deed of Trust, if any, required under Schedule B-Section 1, Item (b); (2) Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water; minerals, oil and gas; and (3) Any and all unpaid taxes, assessments and unredeemed tax sales.

NOTE: The map attached or included herewith, if any, may or may not be a survey of the land referred to herein. The Company expressly disclaims any liability for loss or damage which may result from reliance on said map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy (and endorsements), if any, to which this map is attached.

****ALTA Commitment-Utah - Valid Only If Schedules A and B and Cover Page Are Attached****