

Order Number: 35651



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:

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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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.

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SCHEDULE A

Order Number: **35651**

Client File Number:

1. Effective date: **April 11, 2013 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	\$0.00

Propose Insured:

Zions First National Bank

(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

\$

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:
Zions First National Bank

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:

**Lot 1 The Ridge at Wolf Creek
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 parcel of land situated in the Southeast and Southwest Quarters of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

**Beginning at a point South 00°17'55" West 1136.46 feet, and North 89°42'05" West 72.05 feet from the center of said Section 22; thence South 57°38'09" East 194.74 feet; thence North 30°07'04" East 164.39 feet; thence South 60°36'55" East 111.92 feet; thence South 29°59'11" West 197.76 feet; thence South 0°31'06" West 42.14 feet; thence South 31°37'35" West 60.80 feet; thence South 03°57'32" East 182.75 feet; thence North 90°00'00" West 61.67 feet; thence South 00°27'45" West 98.78 feet; thence South 70°55'49" West 263.65 feet; thence North 79°07'31" West 98.41 feet; thence North 44°17'11" East 300.77 feet; thence North 43°28'54" West 271.81 feet, to the Easterly right-of-way of SR-158; thence continuing along said right-of-way the following three courses; thence Northeasterly 11.87 feet along the arc of a 943.25 foot radius curve to the left (chord bearing North 37°35'15" East 11.87 feet); thence North 37°13'38" East 62.30 feet; thence Northeasterly 196.12 feet along the arc of a 3633.07 foot radius curve to the left (chord bears North 35°40'52" East 196.09 feet) to the point of beginning.
(proposed Lot 1, The Ridge at Wolf Creek)**

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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.

2. Withdrawal of Application for Assessment and Taxation of Agricultural Land 1969 Farmland Assessment Act and payment of Roll-Back Taxes to Weber County Assessor.

3. Pay any charges and/or assessments due to clear TAX SALES shown herein.

NOTE: The following names have been checked for Judgments, Federal Tax Liens and Bankruptcies.
Zions First National Bank

Zions First National Bank

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

PLEASE DIRECT ANY TITLE INQUIRES TO John Doxey at (801) 773-3062

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, of 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, in 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. Lien of Taxes, now accruing as a lien, but not yet due and payable
Year: 2013

Tax ID No.: 22-016-0074
Prior year: 2012 Paid
Amount: \$29,883.99

Tax ID No.: 22-016-0085
Prior Year: 2012 NOT PAID, penalty charge remains owing.
Amount: \$1,511.69 (under dead ID# 22-016-0025)

Tax ID No.: 22-016-0091
Prior Year: 2012 NOT PAID, penalty charge remains owing.
Amount: \$33,002.92 (under dead ID# 22-016-0076)

9. TAX SALE:

Under dead ID No.: 22-016-0025

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Year: 2012

Amount: \$37.79, plus additional penalty and interest.

Under dead ID No.: 22-016-0076

Year: 2012

Amount: \$825.07, plus additional penalty and interest.

10. 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 Sewer Improvement District and the Ogden Valley Natural Gas Improvement District, and is subject to any assessments levied thereby.

11. The right of the Weber County to reassess the Tax Assessment on said property in accordance with Secs. 59-2-501 to 515 as disclosed by those certain Annual Application for Assessment and Taxation of Agricultural Land 1969 Farmland Assessment Act of Weber County records.

12. 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.

13. Water Rights, claims or title to water, whether or not shown by the public records.

14. Easement and Right of Way, and the terms and conditions thereof:

Grantee: Utah Power and Light Company

Purpose: for the erection, operation and continued maintenance, repair, alteration and replacement of the electric transmission distribution of telephone circuits.

Recorded: January 27, 1932

Entry No.: 14053

Book/Page: "U" / 97

15. Easement, and the terms and conditions thereof:

Grantee: Eden Waterworks Company

Purpose: to erect, construct, install and maintain pipe lines and appurtenances over and across the property.

Recorded: September 15, 1950

Entry No.: 169123 and 169124

Book/Page: 347 / 476 and 478

16. Easement, and the terms and conditions thereof:

Grantor: Patio Springs, Inc.

Grantee: Utah Power & Light

Purpose: a perpetual easement and right of way for the erection and continued maintenance, repair, alteration, and replacement of the electric transmission, distribution, and telephone circuits.

Recorded: January 30, 1964

Entry No.: 419063

Book/Page: 764 / 652

17. Right of Way for Wolf Creek Drive as dedicated to Weber County, and the terms and conditions thereof.

Recorded: July 22, 1965

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Entry No.: 455318

Book / Page: 15 / 7

18. Right of Way for water ditches, pipelines, canals, natural waterways, transmission lines and roadways, if any, now existing over and across the subject property.

19. Transmission Line Easement, and the terms and conditions thereof:

Grantee: Utah Power & Light Company

Purpose: a perpetual easement and right of way for the erection and continued maintenance, repair, alteration, inspection, relocation and replacement of the electric transmission, distribution, telephone and telegraph circuits.

Recorded: September 1, 1967

Entry No.: 493376

Book/Page: 870 / 369

20. The right, title, or interest of Weber County, in and to any portion lying with the boundaries of any existing road, acquired under and by virtue of a Warranty Deed, and the terms and conditions thereof.

Recorded: December 12, 1968

Entry No.: 514048

Book / Page: 906 / 117

Note: The legal description shown on said Deed does not adequately describe the location of said existing road.

21. Easement, and the terms and conditions thereof:

Grantee: Mountain States Telephone & Telegraph Company, a Colorado corporation

Purpose: a Right of Way Easement and right to construct, operate, maintain and remove communication and other facilities.

Recorded: November 1, 1973

Entry No.: 603984

Book/Page: 1038 / 761

22. Ordinance No. 12-81:

Dated: December 21, 1981

Recorded: December 22, 1981

Entry No.: 849262

Book/Page: 1394 / 1772

An Ordinance creating Weber County Fire Protection Service Area No. 4

23. Agreement, including the terms and conditions thereof:

Dated: January 11, 1982

Recorded: January 15, 1982

Entry No.: 850455

Book/Page: 1396 / 476

Providing: Boundaries of County Service Area.

24. Resolution No. 16-82:

Dated: April 8, 1982

Recorded: April 9, 1982

Entry No.: 855267

Book/Page: 1400 / 1621

Order Number: 35651

A Resolution establishing the Wolf Creek Sewer Improvement District.

25. 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:

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: 2275/640

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

Recorded: January 9, 2007

Entry No.: 2234358

Notice of Assessments, Transfer Assessment and Mandatory Design Review Process amending the Master Declaration of Covenants, Conditions and Restrictions for Wolf Creek Resort:

Recorded: October 7, 2008

Entry No.: 2368948

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

Recorded: March 13, 2013

Entry No.: 2624950

Termination of Declarants Rights under Master Declaration of Covenants, Conditions and Restrictions for Wolf Creek Resort:

Recorded: April 3, 2013

Entry No.: 2628422

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

26. Easement, and the terms and conditions thereof:

Grantee: Mountain States Telephone and Telegraph Company, a Colorado corporation

Purpose: a Right-of-Way Easement and the right to construct, operate, maintain and remove

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communication and other facilities.

Recorded: January 12, 1983

Entry No.: 871462

Book/Page: 1416 / 1289

27. Easement for Golf Course Access and Use, and the terms and conditions thereof:

Recorded: June 8, 1999

Entry No.: 1641933

Book/Page: 2016 / 2198

Also, the effect of those certain mesne documents of record affecting the herein property for Easements for Golf course Access and Use.

Together with but not limited to the following:

Golf discount Agreement:

Recorded: December 28, 2006

Entry No.: 2231595

28. Easement for Golf Course Access and Use, and the terms and conditions thereof:

Grantee: Wolf Creek Village Associations of Unit Owners, a Utah non-profit corporation

Purpose: a non-exclusive easement for use of the golf course

Recorded: February 28, 2001

Entry No.: 1754486

Book/Page: 2119 / 804

29. Easement for Golf Course Access and Use, and the terms and conditions thereof:

Grantee: Wolf Creek Village II Association of Unit Owners, a Utah non-profit corporation.

Purpose: a non-exclusive easement for use of the golf course

Recorded: February 28, 2001

Entry No.: 1754488

Book/Page: 2119 / 825

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

Dated: October 22, 2002

Recorded: October 22, 2002

Entry No.: 1883524

Book/Page: 2276 / 990

Providing: Seeks approval for the amended Master Plan.

31. Irrigation and Reservoir Boundary Easement, and the terms and conditions thereof:

Recorded: May 1, 2003

Entry No.: 1935097

Book/Page: 57 / 82

Area Affected: as shown on the recorded survey plat thereof on file in the office of the Weber County Recorder.

The effect of that certain termination of Irrigation Easement:

Recorded: April 11, 2007

Entry No.: 2255542

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32. Amendment to Bylaws, Wolf Creek Recreational Facilities Association, Inc., including the terms and conditions thereof:

Dated: June 24, 2003

Recorded: June 11, 2004

Entry No.: 2036899

33. Easement, and the terms and conditions thereof:

Grantee: Qwest Corporation, a Colorado corporation

Purpose: a perpetual easement to construct, reconstruct, modify, change, add to, operate, maintain and remove such telecommunications facilities and electrical facilities.

Recorded: December 13, 2006

Entry No.: 2228556

34. Notice of Decision:

Recorded: December 20, 2006

Entry No.: 2230062

Wherein: the Weber County Board of Adjustment granted a variance of 3620 North Wolf Creek Drive.

35. Ordinance No. 2006-18:

Dated: September 5, 2006

Recorded: January 22, 2007

Entry No.: 2236884

An Ordinance of Weber County, amending the Weber County Zoning Map.

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

Grantee: Wolf Creek Sewer Improvement District

Recorded: March 19, 2007

Entry No.: 2249660

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

Grantee: Wolf Creek Sewer Improvement District

Recorded: March 27, 2007

Entry No.: 2251905

38. Site Plan Development Agreement, including the terms and conditions thereof:

Between: Wolf Creek Properties

And: Weber County

Dated: March 21, 2007

Recorded: April 5, 2007

Entry No.: 2254162

39. Easement, and the terms and conditions thereof:

Grantee: PacifiCorp, an Oregon corporation

Purpose: the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of an underground electric distribution and communication lines

Recorded: April 19, 2007

Entry No.: 2257359

40. Easement, and the terms and conditions thereof:

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Grantee: PacifiCorp, an Oregon corporation

Purpose: an easement for a right of way 10 feet in width and 182 feet in length, more or less.

Recorded: October 18, 2007

Entry No.: 2299170

41. Resolution No. 07-14:

Dated: March 5, 2008

Recorded: December 11, 2008

Entry No.: 2379591

A Resolution of the Wolf Creek Sewer Improvement District Annexation.

42. Certificate of Annexation:

Dated: December 8, 2008

Recorded: December 17, 2008

Entry No.: 2380637

Wolf Creek Sewer Improvement District.

43. Agreement, including the terms and conditions thereof:

Dated: March 4, 2009

Recorded: April 4, 2009

Entry No.: 2395512

Providing: correction of description annexing property into the Wolf Creek Sewer Improvement District

44. Easement, and the terms and conditions thereof:

Grantee: PacificCorp, an Oregon corporation

Purpose: for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of an underground electric distribution and communication lines system and related matters.

Recorded: May 10, 2010

Entry No.: 2473350

45. Resolution No. 10-3:

Dated: December 8, 2010

Recorded: January 6, 2011

Entry No.: 2510259

A Resolution approving a change of name of the Wolf Creek Sewer Improvement District.

46. Easement, and the terms and conditions thereof:

Grantee: Utah Department of Transportation

Purpose: of constructing thereon a multi-use public trail and cut and/or fill slopes, including appurtenant parts thereof incident to the widening of existing State Highway.

Recorded: May 31, 2010

Entry No.: 2579185

47. Easement, and the terms and conditions thereof:

Grantee: Utah Department of Transportation

Purpose: constructing thereon a multi-use public trail and cut and/or fill slopes, including appurtenant parts thereof incident to widening of existing State Highway.

Recorded: May 31, 2012

Entry No.: 2579186

Order Number: 35651

48. Easement, and the terms and conditions thereof:

Grantee: Utah Department of Transportation

Purpose: for the purpose of constructing thereon a multi-use public trail and cut and/or fill slopes, including appurtenant parts thereof incident to the widening of the existing State Highway.

Recorded: May 31, 2012

Entry No.: 2579187

49. Easement, and the terms and conditions thereof:

Grantee: Utah Department of Transportation

Purpose: facilitating the re-grading and construction of a portion of the existing cart path and appurtenant parts thereof incident to the widening of the existing State Highway.

Recorded: May 31, 2012

Entry No.: 2579191

50. Notice of Interest of Ongoing Assessments, and the terms and conditions thereof:

Executed by: Wolf Creek Water and Sewer Improvement District.

Recorded: August 17, 2012

Entry No.: 2591289

51. Resolution No. 27-2012:

Dated: December 11, 2012

Recorded: December 13, 2012

Entry No.: 2610456

Providing: Confirming the tax to be levied for Municipal Services provided to the unincorporated area of Weber County.

52. Underground Right of Way Easement, and the terms and conditions thereof:

Grantee: PacifiCorp, an Oregon corporation, dba Rocky Mountain Power

Purpose: an easement for a right of way 10 feet in width and 70 feet in length, more or less.

Recorded: January 3, 2013

Entry No.: 2613859

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

Executed by: Wolf Creek Water and Sewer Improvement District

Recorded: January 25, 2013

Entry No.: 2617128

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

Executed by: Wolf Creek Water and Sewer Improvement District

Recorded: January 25, 2013

Entry No.: 2671129

55. The following affects this with other land.

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

Stated Amount: \$1,000,000.00

Trustor: Wolf Creek Properties, LC

Trustee: Zions First National Bank

Beneficiary: Zions First National Bank

Dated: September 3, 2002

Order Number: 35651

Recorded: September 17, 2002

Entry No.: 1875078

Book/Page: 2264 / 50

Subordination Agreement:

Recorded: May 31, 2012

Entry No.: 2579194

To: Utah Department of Transportation.

56. The following affects this with other land.

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

Stated Amount: \$750,000.00

Trustor: Wolf Creek Properties, LC

Trustee: Zions First National Bank

Beneficiary: Zions First National Bank

Dated: July 8, 2005

Recorded: August 4, 2005

Entry No.: 2120360

Subordination Agreement:

Recorded: May 31, 2012

Entry No.: 2579194

To: Utah Department of Transportation.

END OF SCHEDULE B – Section 2

SECTION 22, T.7N., R.1E., S.L.B. & M.

IN WEBER COUNTY

SCALE 1" = 400'

TAXING UNIT: 203

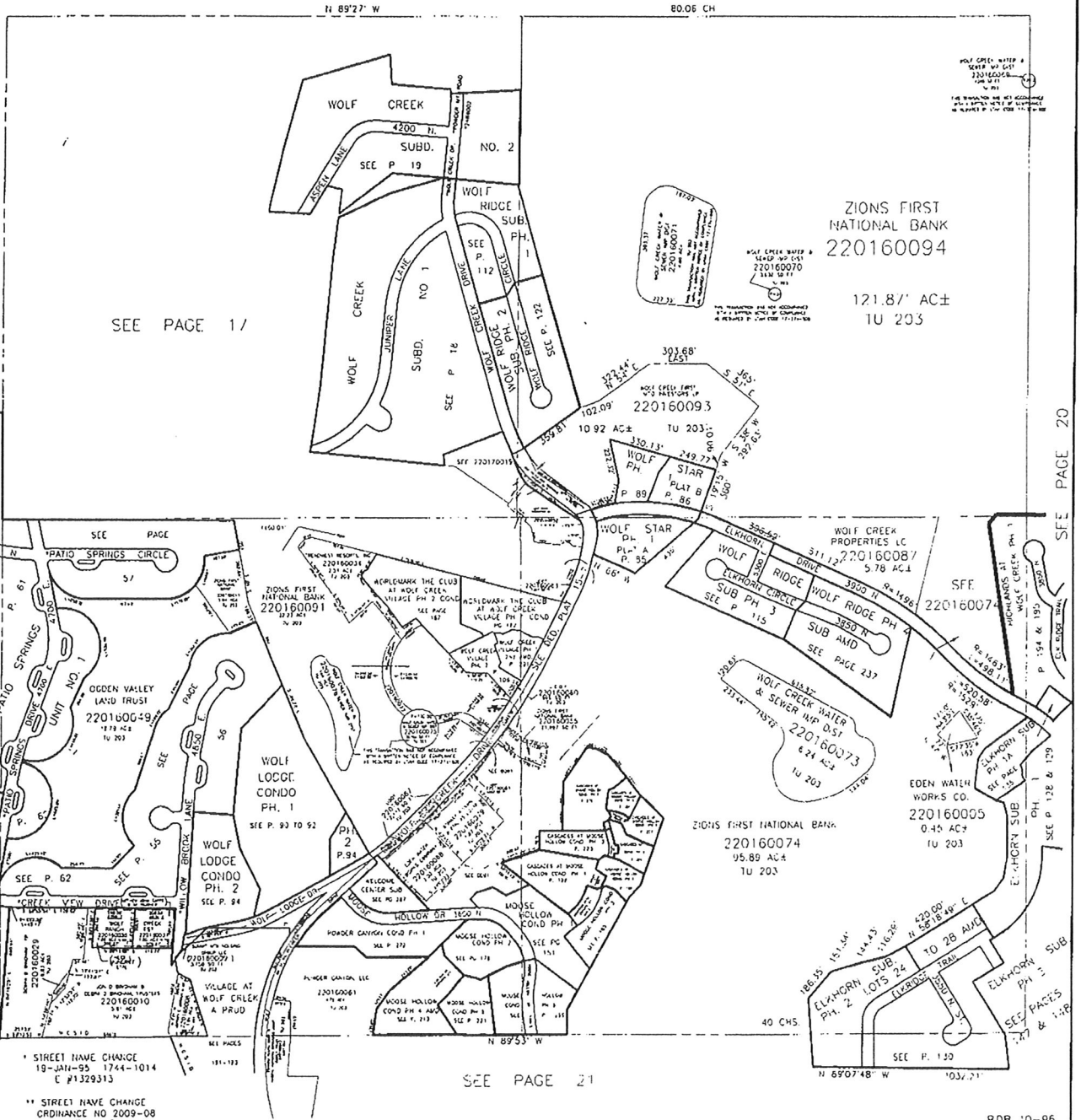
SEE PAGE 6

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SEE PAGE 15

SEE PAGE 20

SEE PAGE 21



* STREET NAME CHANGE
19-JAN-95 1744-1014
E #1329313

** STREET NAME CHANGE
ORDINANCE NO 2009-08
E #2396736

DEVELOPMENT REPORT FOR ZIONS BANK

OUT OF - 22-016-0074

0085

0091

35051

completes a survey of the above and have placed monuments as represented on this plat.

Travis J. Daley, P.L.S. Date



LOT 1 BOUNDARY (PORTIONS OF PARCEL 220160074 AND 220160085)

A parcel of land situate in the Southeast and Southwest Section 22 Township 7 North, Range 1 East Salt Lake Base and Meridian being more particularly describe as follows:

Beginning at a point South 00°17'55" West 1136.46 feet, and North 89°42'05 West 72.05 feet from the Center of said Section 22; thence South 57°38'09" East 194.74 feet; thence North 30°07'04" East 164.39 feet; thence South 60°36'55" East 111.92 feet; thence South 29°59'11" West 197.76 feet; thence South 0°31'06" West 42.14 feet; thence South 31°37'35" West 60.80 feet; thence South 03°57'32" East 182.75 feet; thence North 90°00'00" West 61.67 feet; thence South 00°27'45" West 98.78 feet; thence South 70°55'49" West 263.65 feet; thence North 79°07'31" West 98.41 feet; thence North 44°17'11" East 300.77 feet; thence North 43°28'54" West 271.81 feet to the Easterly right-of-way of SR-158; thence continuing along said right-of-way the following three courses; thence Northeasterly 11.87 feet along the arc of a 943.25 foot radius curve to the left (chord bearing North 37°35'15" East 11.87 feet); thence North 37°13'38" East 62.30 feet; thence Northeasterly 196.12 feet along the arc of a 3633.07 foot radius curve to the left (chord bears North 35°40'52" East 196.09 feet) to the point of beginning. Contains 177,031 sq.ft., or 4.06 acres more or less.

SURVEYOR'S NARRATIVE