



Escrow / closing inquiries should be directed to:
J. Bradley Griffiths, Escrow Officer
385-388-7481 / Brad@GTTtitle.net
1250 E. 200 S., Suite 3D, Lehi, UT 84043

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN 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, First American Title Insurance Company, a Nebraska 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issuing Agent:

GRIFFITHS & TURNER / GT TITLE SERVICES INC.

a Utah Licensed Title Insurance Agency

1250 E. 200 S., Suite 3D

Lehi, UT 84043

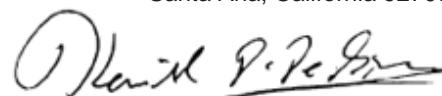
P: 801-224-1500 | F: 801-766-4011 | www.GTTtitle.com

FIRST AMERICAN TITLE INSURANCE COMPANY

1 First American Way

Santa Ana, California 92707

By: 
Tyler J. Turner, President

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

Transaction Identification Data, For Reference Purposes Only:

Commitment Number: **L56247PM**

Tax Parcel No(s): **23-150-0001, 23-150-0002, 23-150-0003, 23-150-0004, 23-150-0005, 23-150-0006, 23-150-0007, 23-150-0020**

Property Address(es):



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COMMITMENT FOR TITLE INSURANCE

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Commitment No.: **L56247PM**
Issuing Agent: **GRIFFITHS & TURNER / GT TITLE SERVICES, INC.**
Issuing Office: **1250 E. 200 S., Suite 3D, Lehi, UT 84043**
Underwriter: **First American Title Insurance Co.**
Title Officer: **Robby Williams**
Tax Parcel No(s).: **23-150-0001, 23-150-0002, 23-150-0003, 23-150-0004,**
23-150-0005, 23-150-0006, 23-150-0007, 23-150-0020 (portion)
Property Address(es):

SCHEDULE A

1. Commitment Date: **February 15, 2024, 7:59 AM**
2. Policy to be issued:
NONE, For informational / Plat Amendment purposes only.
Please contact GT Title to receive a quote for any required title insurance policy (ies)
3. The estate or interest in the Land at the Commitment Date is Fee Simple.
4. The Title is, at the Commitment Date, vested in:
SMHG PHASE I LLC, a Delaware limited liability company
5. The Land is located in **WEBER** County, State of Utah and is described as follows:
See Attached Exhibit "A"



Information for Reference Purposes Only:

EXHIBIT "A"

The Land is situated in **WEBER** County, State of Utah and is described as follows:

ALL OF LOTS 124, 125, 126, 127, 128, 129, AND 130, SUMMIT EDEN PHASE 1C, AMENDMENT 4, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE WEBER COUNTY RECORDER.

ALSO

ALL OF COMMON AREA A, SUMMIT EDEN PHASE 1C, AMENDMENT 4, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE WEBER COUNTY RECORDER.

Proposed Plat Amendment Description:

Summit Eden Phase 1C Amendment 10

Amending Lots 124, 125, 126, 127, 128, 129, 130, and Common Area "A"



SCHEDULE B, PART I – Requirements

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. NOTE: In the event, the transaction, for which this commitment is furnished, cancels, the minimum cancellation fee will be \$200.00.
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. Provide releases, reconveyances, or other instruments, acceptable to the Company, including payment of any amounts due, removing the encumbrances shown in Schedule B, Part II that are objectionable to the Proposed Insured.
6. Provide the Company with copies of appropriate agreements, resolutions, certificates, or other evidence needed to identify the parties authorized to execute the documents creating the interest to be insured.
7. Provide the Company with any information regarding personal property taxes which may have been assessed or are due and payable which could become a lien on the Land.

Additional Requirements, which must be met (if any):

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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. (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.
3. 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.
4. Easements, claims of easements or encumbrances which are not shown by the Public Records.
5. 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.
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. (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 the Company's underwriting requirements, Exceptions 1-7 will be omitted from any Expanded Loan Policy or Policy with Extended Coverage to be issued based on this Commitment.

8. Taxes for the present year and thereafter. Taxes for the year **2024** are accruing as a lien and are not yet due and payable. Taxes for the **year 2023 were PAID**. County Tax Parcel Number(s): [23-150-0001](#), [23-150-0002](#), [23-150-0003](#), [23-150-0004](#), [23-150-0005](#), [23-150-0006](#), [23-150-0007](#) & [23-150-0020](#).
9. The Land is within the boundaries of **EDEN, WEBER COUNTY, UTAH** and is therein located within **Tax District 488, Weber Basin Water Conservancy District, Weber County Mosquito Abatement District, Eden Cemetery Maintenance District, Weber Fire District, Weber Area Dispatch 911 and Emergency Services District, Powder Mountain Water and Sewer Improvement District, Wolf Creek Sewer Improvement District, Northern Utah Environmental Resource Agency, Summit Road Overlay District**, and is subject to any charges and assessments levied thereunder.
10. All terms, conditions, notes, and effects of, and matters shown on: county maps; the official subdivision plat map recorded on January 27, 2014 as Entry No. 2672945; those certain ALTA surveys known as Eden Heights, LLC Survey, and the Powder Mountain Reserve Survey prepared by Baseline Surveying Inc, by Russell E. Campbell, reg. no. 316833, dated March 2, 2010, and on file with the Weber County Surveyor as entry no. 004425.
11. Any water rights, claims or title to water in or under the Land.

(Continued)

SCHEDULE B, PART II—Exceptions (Continued)

12. All right, title or interest to any minerals of whatsoever kind, oil, gas, subsurface substances or surface substances together with all privileges and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B-2. The Company makes no representation as to the present ownership of any such interests.
13. The terms and conditions of that certain contract between Weber Basin Water Conservancy District and Powder Mountain Inc., for the sale and use of untreated water, recorded as Entry No. 775338 in Book 1300 at Page 289 of Official Records.
[\(view\)](#)
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 6, 2007 as Entry No. [2171767](#) in Weber County Records.

An Amendment to the Contract between Weber Basin Water Conservancy District and Western America Holding, LLC was recorded June 17, 2011 as Entry No. [2531006](#) in Weber County.

An Assignment of Contract was recorded October 23, 2013 as Entry No. 2661030 in Weber county by and between Western America Holding, LLC and Summit Mountain Holding Group, LLC.
15. Intentionally Removed.
16. Intentionally Removed
17. The effects of that certain Ordinance No. 2012-18 rezoning property located at Powder Mountain resort, recorded November 12, 2012 as Entry No. 2607987.
[\(view\)](#)
18. The terms, conditions and effects of that certain Weber County Zoning Development Agreement by and between Western America Holding, LLC and Weber County, recorded November 12, 2012 as Entry No. 2607988.
[\(view\)](#)
19. Intentionally Removed.
20. The effects of the following Notices, Resolutions, and Ordinances establishing the Weber County, Utah Summit Mountain Assessment Area and levying assessments thereon for the purpose of financing development improvements: Entry No. [2649359](#) recorded August 7, 2013; Entry No. [2650764](#) recorded August 15, 2013; Entry Nos. [2655411](#), [2655504](#) and [2655522](#) recorded September 13, 2013, Entry No. [2691724](#) recorded June 24, 2014
21. The effects of that certain Weber County Ordinance 2013-28 recorded October 13, 2013 as Entry No. [2661052](#); and Notice of Adoption of Community Development Project Area Plan recorded October 25, 2013 as Entry No. [2661594](#).
22. The effects, terms and conditions of the covenants, conditions and restrictions, and any related bylaws, recorded January 27, 2014, July 29, 2014, July 30, 2014, August 4, 2014, October 1, 2014, October 3, 2014, October 16, 2014, October 31, 2014, November 25, 2014, and March 17, 2017 as Entry No.'s [2672941](#), [2672948](#), [2696191](#), [2696405](#), [2696973](#), [2696974](#), [2704954](#), [2706797](#), [2708834](#), [2712001](#), [2847691](#), and [2847692](#) 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.

(continued)

SCHEDULE B, PART II—Exceptions (Continued)

23. Access Easements in favor of Weber County Survey for monumentation purposes and between, recorded January 27, 2014 as Entry Nos. 2672951 and 5672952.
[\(view\)](#)
[\(view\)](#)
24. The terms, conditions and effects of that certain Designation and Grant of Non-Exclusive Public Utility Easements by and between SMHG PHASE I LLC and SMHG LANDCO, LLC, recorded September 3, 2014 as Entry No. 2701092.
25. The effects of that certain Notice of Assessment/Reinvestment Fee Covenant in favor of **Powder Mountain Owners Association** recorded **October 1, 2014** as Entry No. **2704955**.
[\(view\)](#)
26. The terms, conditions and effects of that certain Easement Agreement for Utility Lines by and between Weber County Corporation and Summit Mountain Holding Group, LLC, recorded October 3, 2014 as Entry No. 2705343.
[\(view\)](#)
27. The terms, conditions and effects of that certain Zoning Development Agreement by and between Summit Mountain Holding Group, LLC and Weber County, recorded January 14, 2015 as Entry No. 2717835.
[\(view\)](#)
First Amendment to above Weber County Zoning Development Agreement recorded July 12, 2019 as Entry No. 2990685.
[\(view\)](#)
Second Amendment to above Weber County Zoning Development Agreement recorded November 30, 2022 as Entry No. 3265109.
[\(view\)](#)
The effects of that certain Notice of Master Development Agreement Concept Area Plan Amendment, amending the above Weber County Zoning Development Agreement, recorded January 23, 2023 as Entry No. 3270785.
[\(view\)](#)
28. The effects of that certain Ordinance No. 2016-16, fourth amendment to assessment ordinance no. 2013-21 for the purpose of revising the zone 1 assessment list included in assessment ordinance no. 2013-21 as previously amended and as revised therein, recorded December 07, 2016, as entry no. 2830782.
[\(view\)](#)
29. The effects of that certain Ordinance 2017-4, an ordinance vacating a 10 foot drainage easement and a 10 foot sanitary sewer easement in the Subdivision, recorded March 17, 2017 as Entry No. 2847689.
[\(view\)](#)
30. The effects of that certain Resolution No. 2018-03 by Powder Mountain Water and Sewer Improvement District recorded May 29, 2018 as Entry No. 2922832.
[\(view\)](#)
31. The terms, conditions and effects of that certain Master Annexation and Development Agreement by and between Summit Mountain Holding Group, LLC, SMHG LandCo, LLC, SMHG Phase 1, LLC and Powder Mountain Water and Sewer Improvement District, recorded June 25, 2021 as Entry No. 3163734.
[\(view\)](#)
32. The terms, conditions, and effects of the certain **Utah State Construction Registry Preliminary Notice(s)** establishing statutory preconstruction and/or construction lien rights in favor of the filer(s) thereof. *(Contact the Company for copies of said Notices)*.
[\(view\)](#)



ADDITIONAL NOTICES, NOTES & INFORMATION

UTILITY SERVICE CHARGES AND ASSESSMENTS

The Land 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 Commitment or insured under the Policy or Policies.

ALTA HOMEOWNER'S POLICY DEDUCTIBLES

If an ALTA Homeowner's Policy is issued, the Policy will contain deductible amounts and maximum liability amounts relating to Covered Risks 16, 18, 19 and 21; and your deductible amounts and our maximum dollar limit of liability will be shown in Schedule A of the Policy. The Company will provide a pro-forma policy upon request.

PLAT MAP

The map attached or included herewith, if any, may or may not be a survey of the Land. 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 Policy (and endorsement(s), if any) to which this map is attached.

JUDGMENT LIENS

We have checked the Public Records for outstanding judgment liens entered against the relevant parties as they may relate to the the Land. Except as is otherwise indicated in Schedule B, Part I or Part II, no judgment liens appear of record that would have lien priority over the Mortgage of a Proposed Insured.

CHAIN OF TITLE

For informational purposes only, the following is a list of recorded deed(s) purporting to convey or transfer ownership of the Land within the last **24 months**:

NONE

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. *"Discriminatory Covenant"*: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. *"Knowledge"* or *"Known"*: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. *"Land"*: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. *"Mortgage"*: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. *"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.
 - f. *"Proposed Amount of Insurance"*: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. *"Proposed Insured"*: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. *"Public Records"*: The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. *"State"*: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. *"Title"*: The estate or interest in the Land identified in Item 3 of 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—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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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COMMITMENT CONDITIONS — Continued

6. LIABILITY OF THE COMPANY BASED ON THIS COMMITMENT; CHOICE OF LAW & CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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>.