



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
WFG 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, WFG National Title Insurance Company, a(n) South Carolina 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 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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.

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- 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 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 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.
- 6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
 - a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.


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- 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>.


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WFG NATIONAL TITLE INSURANCE COMPANY
12909 SW 68th Pkwy. Suite 350,, Portland, OR
97223



By: 

President

By: 

Secretary

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

Issuing Agent: Alpine Legal Title Insurance Agency
Issuing Office: 2160 East 4500 South, #4
Holladay, UT 84117
Issuing Office's ALTA® Registry ID: 590479
Loan ID Number:
Commitment Number: 123-1104
Issuing Office File Number: 123-1104
Property Address: 6560 North Wolf Creek Drive, Eden, UT 84310
Revision Number:

SCHEDULE A

1. Commitment Date: July 11, 2025 at 8:00 AM
2. Policy to be issued:
 - (a) 2021 ALTA Loan Policy

Proposed Insured:	TBD
Proposed Amount of Insurance:	\$1.00
The estate or interest to be insured:	fee simple
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:
317 Powder Mountain, LLC, a Utah limited liability company
5. The land is described as follows:
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

ALPINE LEGAL TITLE INSURANCE AGENCY
2160 East 4500 South, #4, Holladay, UT 84117
Telephone: (801) 883-9499

WFG NATIONAL TITLE INSURANCE COMPANY
12909 SW 68th Pkwy. Suite 350,, Portland, OR
97223

Countersigned by:

Alpine Legal Title Insurance Agency, License
#590479



By: _____
President

By: _____
Secretary

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SCHEDULE B, PART I – Requirements

All of the following Requirements must be met:

1. Pay the full consideration to, or for the account of, the grantors or mortgagors.
2. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
3. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed, that contractor, sub-contractors, labor and materialmen are all paid, and have released of record all liens or notice of intent to perfect a lien for labor or material.
4. Pay all premiums, fees and charges for this report, and any Policy issued hereunder.
5. Provide the Company, in writing, with instructions as to the full nature of the transaction, including but not limited to: Names of any party not referred to in this form who will receive an interest in the land, or who will be named as a proposed insured (Owner and/or Lender) and amounts (Owners and/or Lenders) of policies to be issued. Additional requirements or exceptions may then be made.
6. NOTICE TO APPLICANT: The land covered herein may be sewed by districts or service companies and/or municipalities which assess charges for water, sewer, electricity and other utilities, etc., which are not covered by this form or insured under a Title Insurance Policy issued hereunder.
7. NOTES FOR INFORMATIONAL PURPOSES ONLY:

NOTE: A search of the name(s) of the vestee(s) herein on the Office of Foreign Assets Control (OFAC) site disclosed:

NOTE: Bankruptcy Search the name(s) of the vestee(s) herein revealed the following matter(s):

8. 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.
9. Pay the agreed amount for the estate or interest to be insured.
10. Pay the premiums, fees, and charges for the Policy to the Company.
11. 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.
12. Duly authorized and executed Deed of Trust from 317 Powder Mountain, LLC, a Utah limited liability company, to TBD, securing its loan in the amount of \$1.00.

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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 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 which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. 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 that is not shown by the Public Records.
4. 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.
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. Taxes or special assessments which 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. Proceedings by a public agency, which 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.
7. Any Service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal or other utilities unless shown as an existing lien by the Public Records.
8. 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 form.
9. General property taxes for the year 2025 are accruing as a lien, but are not yet due and payable. Taxes for the year 2024 have been paid in the amount of \$5,119.32. Tax Serial Number 22-001-0014.
10. Said property is within the boundaries of Eden and Tax District 90, and is subject to any charges and assessments levied thereunder.
11. The effects, if any, of Easements and Rights of Ways for roads, ditches, canals, telephone and transmission lines, drainage, utilities or other, over, under, or across said property which are of record or which may be ascertained by an inspection or survey and covenants, conditions and restrictions of record.
12. Covenants, Conditions and Restrictions but omitting any covenants or restrictions, if any, based upon color,

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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 15, 1981, as Entry No. 843686, in Book 1389, at Page 808 and as amended and/or supplemented thereafter. Amendment to Covenants, Conditions, and Restrictions as recorded in the Weber Recorder's Office as Entry Number 843687 in Book 1389 at Page 813 on September 15, 1981. Amendment to Covenants, Conditions, and Restrictions as recorded in the Weber Recorder's Office as Entry Number 868461 in Book 1413 at Page 1198 on November 24, 1982. Amendment to Covenants, Conditions, and Restrictions as recorded in the Weber Recorder's Office as Entry Number 888996 in Book 1431 at Page 629 on August 31, 1983.

13. Covenants, Conditions and Restrictions but omitting any covenants or restrictions, if any, based upon 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 June 17, 2025, as Entry No. 3373326, as amended and/or supplemented thereafter.
14. Private Road Plat, recorded November 24, 1982, in Book 24 of Plats, at Page 80, of official records of WEBER, County Records Office.
15. Resolution No. 27-2012 confirming the Tax to be levied for Municipal Services provided to the Unincorporated Area of Weber County, more particularly described in document, recorded on December 13, 2012, as Entry No. 2610456.
16. Ordinance 2014-1, more particularly described in document, recorded on January 9, 2014, as Entry No. 2671080.
17. Certificate of Creation from the Northern Utah Environmental Resource Agency ("NUERA"), more particularly described in document, recorded on January 20, 2015, as Entry No. 2718461.
18. Right of Way Easement, in favor of the Mountain States Telephone and Telegraph company, to construct, operate, maintain and remove communication equipment and other facilities, from time to time, upon over, under and across a portion of the subject property. Said Right of Way Easement recorded September 15, 1983, as Entry No. 890166, in Book 1432, at Page 261, Weber County
19. Terms and Conditions of Agreement by and between Powder Mountain, Inc. and Powder Mountain Development Company, recorded April 27, 1984, as Entry No. 907298, in Book 1445, at Page 407, of official records of WEBER, County Records Office.
 - a. Subject to the AMENDMENT TO AGREEMENT, recorded on March 21, 2023 as Instrument #3278196 in the official records of the Weber County Recording Office.
 - b. Subject to the SECOND AMENDMENT TO AGREEMENT, recorded on June 22, 2023 as Instrument #3287986 in the official records of the Weber County Recording Office.
20. Easement in favor of Utah Power and Light Company, to construct, reconstruct, operate, maintain and repair electric transmission and other equipment over, under and across a portion of the subject property. Said Easement recorded October 16, 2004, as Entry No. 921285 in Book 1455, at Page 2071, WEBER County Recorder's Office.
21. Right of Way and Easement Agreement, recorded April 7, 1987, as Entry No. 1005710, in Book 1513, at Page 2185, of official records of WEBER, County Records Office.

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22. Right of Way Easement, in favor of the Mountain States Telephone and Telegraph company, to construct, operate, maintain and remove communication equipment and other facilities, from time to time, upon over, under and across a portion of the subject property. Said Right of Way Easement recorded November 23, 1987, as Entry No. 1036526 , in Book 1533 , at Page 953 , WEBER County.
23. Terms and conditions of Resolution No. 27-2012, 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, as Entry No. 2610456, of the official records of WEBER, County Records Office.
24. Terms and Conditions of Ordinance 2014-1, an Ordinance of Weber County vacating any interest that the general public may have obtained to the private road at Powder 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, as Entry No. 2671080, of the official records of WEBER, County Records Office.
25. The effect of a Quit Claim Deed by and between Weber State University and Summit Mountain Holding Group, L.L.C., a Utah limited liability company, recorded January 27, 2014, as Entry No. 2672930, of the official records of WEBER, County Records Office.

(Affects the Private Road Plat recorded November 24, 1982 in Book 24 at Page 80)
26. Right of Way and Easement Agreement, recorded April 7, 1987, as Entry No. 1005710, in Book 1513, at Page 2185, of official records of WEBER, County Records Office.
27. Notice of Interest for Ongoing Assessments by Powder Mountain Water and Sewer Improvement District, recorded October 23, 2018, as Entry No. 2948304, of the official records of WEBER, County Records Office.
28. Notice of Interest for Ongoing Assessments in favor of Powder Mountain Water and Sewer Improvement District, more particularly described in document recorded on October 23, 2018, as Entry No. 2948273
29. Notice of Interest for Ongoing Assessments in favor of Powder Mountain Water and Sewer Improvement District, more particularly described in document recorded on October 23, 2018, as Entry No. 2948274.
30. Notice of Interest for Ongoing Assessments in favor of Powder Mountain Water and Sewer Improvement District, more particularly described in document recorded on October 23, 2018, as Entry No. 2948275.
31. Notice of Interest for Ongoing Assessments in favor of Powder Mountain Water and Sewer Improvement District, more particularly described in document recorded on October 23, 2018, as Entry No. 2948276.
32. Notice of Interest for Ongoing Assessments in favor of Powder Mountain Water and Sewer Improvement District, more particularly described in document recorded on October 23, 2018, as Entry No. 2948277
33. Notice of Interest for Ongoing Assessments in favor of Powder Mountain Water and Sewer Improvement District, more particularly described in document recorded on October 23, 2018, as Entry No. 2948278.
34. Notice of Interest for Ongoing Assessments in favor of Powder Mountain Water and Sewer Improvement District, more particularly described in document recorded on October 23, 2018, as Entry No. 2948279.
35. Notice of Interest for Ongoing Assessments in favor of Powder Mountain Water and Sewer Improvement District, more particularly described in document recorded on October 23, 2018, as Entry No. 2948280.

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36. Notice of Interest for Ongoing Assessments in favor of Powder Mountain Water and Sewer Improvement District, more particularly described in document recorded on October 23, 2018, as Entry No. 2948281.
37. Notice of Interest for Ongoing Assessments in favor of Powder Mountain Water and Sewer Improvement District, more particularly described in document recorded on October 23, 2018, as Entry No. 2948351.
38. Notice of Interest for Ongoing Assessments in favor of Powder Mountain Water and Sewer Improvement District, more particularly described in document recorded on October 23, 2018, as Entry No. 2948352.
39. Notice of Interest for Ongoing Assessments in favor of Powder Mountain Water and Sewer Improvement District, more particularly described in document recorded on October 23, 2018, as Entry No. 2948353.
40. Access and Utilities Easement Agreement recorded December 18, 2024, as Entry No. 3351562 of Official Records.
41. Construction Deed of Trust from 317 POWDER MOUNTAIN, LLC to Capital Community Bank for the benefit of Capital Community Bank recorded as Instrument #3288739, securing the indebtedness and other obligations described therein. Covers this and other property
42. NOTE: This Commitment includes a judgment and lien search on both the Owner(s) and Buyer(s) named herein (where applicable). The following names have been checked and none were found of record except as shown herein:
317 Powder Mountain, LLC

CHAIN OF TITLE INFORMATION

The only conveyances affecting said land which recorded within twenty-four (24) months of the date of this report are:

None

INFORMATIONAL NOTES

NOTE 1: All of the recording information contained herein refers to the Public Records of County and State contained within the legal description on Schedule A, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Record Books of said county, unless indicated to the contrary

NOTE 2: As to any and all covenants and restrictions set forth herein, the following is added: "but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that said covenant(s): (a) is/are exempt under Chapter 42, Section 3607 of the United States Code; or (b) relates to a handicap, but does not discriminate against handicapped persons."

NOTE 3: Due to current conflicts or potential conflicts between state and federal law, which conflicts may extend to local law, regarding marijuana, if the transaction to be insured involves property which is currently used or is to be used in connection with a marijuana enterprise, including but not limited to the cultivation, storage, distribution, transport, manufacture, or sale of marijuana and/or products containing marijuana, the Company declines to close or insure the transaction, and this Commitment shall automatically be considered null and void and of no force and effect.

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EXHIBIT "A"

The Land referred to herein below is situated in the County of Weber, State of Utah and is described as follows:

Part of Section 1, Township 7 North, Range 1 East, Salt Lake Base and Meridian: Beginning at a point located South 89°52'18" West 1712.62 feet along the section line and South 385.57 feet from the Northeast corner of Section 1, Township 7 North, Range 1 East, Salt Lake Base and Meridian, point of beginning being on the Southerly Right of Way of the existing County Road, thence along said Southerly Right of Way Line the following five courses: South 69°13'30" West 40.60 feet, left along the arc of a 710.00 foot radius curve a distance of 145.29 feet (chord bears South 63°21'45" West 145.04 feet), right along the arc of a 710.00 foot radius curve a distance of 461.77 feet (chord bears South 76°07'56" West 453.68 feet), North 85°14'09" West 50.00 feet, left along the arc of a 132.10 foot radius curve a distance of 150.09 feet (chord bears South 62°12'52" West 142.15 feet), thence running South 41°28'33" East 237.52 feet, thence South 87°49'39" East 537.97 feet, thence North 42°17'29" East 80.92 feet, thence South 77°24'24" East 253 feet, thence North 325.41 feet to the Southerly Right of Way line of a private road, thence along said Southerly Right of Way the following two courses: North 28°57'00" West 58.16 feet, left along the arc of a 150 foot radius curve a distance of 214.22 feet (chord bears North 69°51'45" West 196.47 feet) to the point of beginning.

Tax ID: 22-001-0014

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CHAIN OF TITLE

The only conveyances affecting said land, which recorded within twenty-four (24) months of the date of this report, are as follows:

Property: 6560 North Wolf Creek Drive, Eden, UT 84310

Flagstaff Holdings and Investments, LLC to 317 Powder Mountain, LLC, a Utah limited liability company by warranty deed dated 06/15/2022 and recorded on 06/16/2022 as Instrument Number 3241391 in the Official Records of the Weber County Recording Office.

Flagstaff Holdings and Investments, LLC to 317 Power Mountain, LLC, a Utah Limited Liability Company by warranty deed dated 06/12/2022 and recorded on 06/16/2022 as Instrument Number 3241547 in the Official Records of the Weber County Recording Office.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by WFG National Title Insurance Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.