

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
COMMONWEALTH LAND 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 EXTRACONTRACTUAL 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, Commonwealth Land Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

  By: _____ Authorized Signatory	COMMONWEALTH LAND TITLE INSURANCE COMPANY By:  ATTEST  President Secretary
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Transaction Identification Data for reference only:Issuing Agent: **Metro National Title**Issuing Office: **345 East Broadway, Salt Lake City, UT 84111**

Loan ID Number:

Commitment Number:

Issuing Office File Number: **107684**Property Address: **A Portion of 23-012-0201 and 23-012-0034, Eden, UT 84310**Revision Number: **A****SCHEDULE A**

1. Commitment Date: **June 20, 2025 at 7:45 AM**
2. Policy to be issued:
 - (a) 2006 ALTA Owner's Policy
Proposed Insured: **Title Only for County Plat Approval**
Proposed Policy Amount:
Owner's Policy: **\$0.00**
 - (b) 2006 ALTA Loan Policy (Extended)
Proposed Insured:
Proposed Policy Amount:
Lender's Policy: **\$0.00**
Endorsements:
Endorsement Premium(s): **\$0.00**
 - (c) 2006 ALTA Leasehold Policy
Proposed Insured:
3. The estate or interest in the Land described or referred to in this Commitment is **FEE SIMPLE**
4. Title to the estate or interest in the Land is at the Commitment Date vested in:

SMHG Landco LLC, a Delaware limited liability company
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"

Exhibit "A"

Proposed Enclave at Powder Mountain Subdivision, more particularly described as follows:

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 2 EAST, AND THE NORTH HALF OF SECTION 16, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN,

BEGINNING AT A POINT BEING NORTH 00°03'35" EAST, 631.08 FEET ALONG THE SECTION LINE AND NORTH 89°56'25" WEST, 307.06 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARINGS FOR THIS DESCRIPTION IS NORTH 89°55'51" WEST ALONG THE LINE BETWEEN THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AND THE MONUMENT AT THE INTERSECTION OF THE WEBER/CACHE COUNTY LINE, TIE FROM THE NORTHWEST CORNER OF SECTION 6, TO THE SOUTH QUARTER CORNER OF SECTION 9 IS SOUTH 49°39'54" EAST 16,954.98 FEET), AND RUNNING THENCE NORTH 72°50'43" EAST, 309.76 FEET; THENCE SOUTH 12°54'34" WEST, 373.15 FEET; THENCE SOUTH 7°34'12" EAST, 266.38 FEET; THENCE NORTH 74°00'18" WEST, 271.75 FEET; THENCE SOUTH 0°51'30" WEST, 65.32 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 330.00 FEET, (CHORD BEARS SOUTH 13°25'05" WEST, 142.67 FEET), THROUGH A CENTRAL ANGLE OF 24°58'02", FOR AN ARC DISTANCE OF 143.80 FEET; THENCE SOUTH 25°54'06" WEST, 9.99 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 270.00 FEET, (CHORD BEARS SOUTH 4°17'12" WEST, 198.92 FEET), THROUGH A CENTRAL ANGLE OF 43°13'47, FOR AN ARC DISTANCE OF 203.72 FEET; THENCE SOUTH 17°19'41" EAST, 18.04 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 370.00 FEET, (CHORD BEARS SOUTH 54°11'56" EAST, 444.01 FEET), THROUGH A CENTRAL ANGLE OF 73°44'29", FOR AN ARC DISTANCE OF 476.20 FEET ;THENCE NORTH 88°55'49" EAST, 164.82 FEET; THENCE EASTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 115.00 FEET (CHORD BEARS SOUTH 88°43'57" EAST, 9.38 FEET), THROUGH A CENTRAL ANGLE OF 4°40'27", FOR AN ARC DISTANCE OF 9.38 FEET; THENCE SOUTH 86°23'44" EAST, 52.44 FEET; THENCE EASTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 85.00 FEET, (CHORD BEARS SOUTH 89°47'32" EAST, 10.07 FEET), THROUGH A CENTRAL ANGLE OF 6°47'36", FOR AN ARC DISTANCE OF 10.08 FEET; THENCE EASTERLY ALONG A COMPOUND CURVATURE TO THE LEFT, HAVING A RADIUS OF 175.00 FEET (CHORD BEARS NORTH 78°31'41" EAST, 50.42 FEET), THROUGH A CENTRAL ANGLE OF 16°33'58", FOR AN ARC DISTANCE OF 50.60 FEET; THENCE NORTH 70°14'42" EAST, 25.24 FEET; THENCE EASTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 225.00 FEET, (CHORD BEARS NORTH 82°52'30" EAST, 98.39 FEET), THROUGH A CENTRAL ANGLE OF 25°15'36", FOR AN ARC DISTANCE OF 99.20 FEET; THENCE SOUTH 84°29'42" EAST, 130.92 FEET; THENCE EASTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 125.00 FEET, (CHORD BEARS NORTH 87°23'32" EAST, 35.28 FEET), THROUGH A CENTRAL ANGLE OF 16°13'31", FOR AN ARC DISTANCE OF 35.40 FEET ;THENCE NORTH 79°16'47" EAST, 71.02 FEET; THENCE EASTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 175.00 FEET (CHORD BEARS SOUTH 80°59'50" EAST, 118.12 FEET), THROUGH A CENTRAL ANGLE OF 39°26'47", FOR AN ARC DISTANCE OF 120.48 FEET; THENCE SOUTH 61°16'26" EAST, 75.92 FEET; THENCE EASTERLY ALONG A CURVE TO THE

LEFT, HAVING A RADIUS OF 125.00 FEET, (CHORD BEARS SOUTH 76°20'23" EAST, 64.98 FEET), THROUGH A CENTRAL ANGLE OF 30°07'55", FOR AN ARC DISTANCE OF 65.74 FEET; THENCE NORTH 88°35'39" EAST, 58.74 FEET; THENCE EASTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 225.00 FEET, (CHORD BEARS SOUTH 72°54'27" EAST, 142.77 FEET), THROUGH A CENTRAL ANGLE OF 36°59'48", FOR AN ARC DISTANCE OF 145.29 FEET; THENCE SOUTH 54°24'33" EAST, 3.15 FEET; THENCE EASTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 215.00 FEET (CHORD BEARS SOUTH 74°54'32" EAST, 150.59 FEET), THROUGH A CENTRAL ANGLE OF 40°59'58", FOR AN ARC DISTANCE OF 153.85 FEET; THENCE NORTH 84°35'29" EAST, 31.55 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 125.00 FEET (CHORD BEARS SOUTH 16°25'48" EAST, 245.39 FEET), THROUGH A CENTRAL ANGLE OF 157°57'25", FOR AN ARC DISTANCE OF 344.61 FEET; THENCE SOUTH 62°32'54" WEST, 38.70 FEET; THENCE WESTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 585.00 FEET, (CHORD BEARS SOUTH 81°34'59" WEST, 381.58 FEET), THROUGH A CENTRAL ANGLE OF 38°04'09", FOR AN ARC DISTANCE OF 388.69 FEET; THENCE NORTH 79°22'57" WEST, 17.30 FEET; THENCE WESTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 285.00 FEET, (CHORD BEARS SOUTH 88°54'40" WEST, 115.65 FEET), THROUGH A CENTRAL ANGLE OF 23°24'47", FOR AN ARC DISTANCE OF 116.46 FEET; THENCE SOUTH 77°12'16" WEST, 18.73 FEET; THENCE WESTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 675.00 FEET, (CHORD BEARS SOUTH 88°52'37" WEST, 273.13 FEET), THROUGH A CENTRAL ANGLE OF 23°20'42", FOR AN ARC DISTANCE OF 275.03 FEET; THENCE NORTH 79°27'01" WEST, 106.23 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 125.00 FEET, (CHORD BEARS NORTH 42°57'06" WEST, 148.70 FEET), THROUGH A CENTRAL ANGLE OF 72°59'51", FOR AN ARC DISTANCE OF 159.26 FEET; THENCE NORTH 6°27'11" WEST, 186.60 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 72.00 FEET, (CHORD BEARS NORTH 48°45'41" WEST, 96.93 FEET), THROUGH A CENTRAL ANGLE OF 84°37'00", FOR AN ARC DISTANCE OF 106.33 FEET; THENCE SOUTH 88°55'49" WEST, 196.58 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 430.00 FEET, (CHORD BEARS NORTH 54°11'56" WEST, 516.01 FEET), THROUGH A CENTRAL ANGLE OF 73°44'29", FOR AN ARC DISTANCE OF 553.42 FEET; THENCE NORTH 17°19'41" WEST, 18.04 FEET; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 330.00 FEET, (CHORD BEARS NORTH 4°17'12" EAST, 243.12 FEET), THROUGH A CENTRAL ANGLE OF 43°13'47", FOR AN ARC DISTANCE OF 248.99 FEET; THENCE NORTH 25°54'06" EAST, 9.99 FEET; THENCE NORTHERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 270.00 FEET, (CHORD BEARS NORTH 13°25'05" EAST, 116.73 FEET), THROUGH A CENTRAL ANGLE OF 24°58'02", FOR AN ARC DISTANCE OF 117.65 FEET; THENCE NORTH 0°51'30" EAST, 372.29 FEET; THENCE NORTHERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 370.00 FEET, (CHORD BEARS NORTH 5°09'26" WEST, 77.55), THROUGH A CENTRAL ANGLE OF 12°01'51", FOR AN ARC DISTANCE OF 77.69 FEET; THENCE NORTHEASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 64.81 FEET, (CHORD BEARS NORTH 44°49'13" EAST, 107.66 FEET), THROUGH A CENTRAL ANGLE OF 247°41'04", FOR AN ARC DISTANCE OF 280.18 FEET, TO THE POINT OF BEGINNING.

LESS AND EXCEPTING

BEGINNING AT A POINT BEING SOUTH 00°43'08" WEST, 557.21 FEET ALONG THE

SECTION LINE AND SOUTH 89°16'52" EAST, 287.44 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARINGS FOR THIS DESCRIPTION IS NORTH 89°55'51" WEST ALONG THE LINE BETWEEN THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AND THE MONUMENT AT THE INTERSECTION OF THE WEBER/CACHE COUNTY LINE, TIE FROM THE NORTHWEST CORNER OF SECTION 6, TO THE SOUTH QUARTER CORNER OF SECTION 9 IS SOUTH 49°39'54" EAST 16,957.95 FEET), AND RUNNING THENCE EASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 225.00 FEET (CHORD BEARS NORTH 72°12'42" EAST, 15.44 FEET), THROUGH A CENTRAL ANGLE OF 3°56'00", FOR AN ARC DISTANCE OF 15.45 FEET; THENCE NORTH 70°14'42" EAST, 25.24 FEET; THENCE EASTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 175.00 FEET; (CHORD BEARS NORTH 82°52'30" EAST, 76.53 FEET), THROUGH A CENTRAL ANGLE OF 25°15'36" , FOR AN ARC DISTANCE OF 77.15 FEET; THENCE SOUTH 84°29'42" EAST, 130.92 FEET; THENCE EASTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 175.00 FEET, (CHORD BEARS NORTH 87°23'32" EAST, 49.39 FEET), THROUGH A CENTRAL ANGLE OF 16°13'31" , FOR AN ARC DISTANCE OF 49.56 FEET; THENCE NORTH 79°16'47" EAST, 71.02 FEET; THENCE EASTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 125.00 FEET, (CHORD BEARS SOUTH 80°59'50" EAST, 84.37 FEET), THROUGH A CENTRAL ANGLE OF 39°26'47", FOR AN ARC DISTANCE OF 86.06 FEET; THENCE SOUTH 61°16'26" EAST, 75.92 FEET; THENCE EASTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 175.00 FEET, (CHORD BEARS SOUTH 76°20'23" EAST, 90.98 FEET), THROUGH A CENTRAL ANGLE OF 30°07'55", FOR AN ARC DISTANCE OF 92.03 FEET; THENCE NORTH 88°35'39" EAST, 58.74 FEET; THENCE EASTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 175.00 FEET, (CHORD BEARS SOUTH 72°54'27" EAST, 111.05 FEET), THROUGH A CENTRAL ANGLE OF 36°59'48", FOR AN ARC DISTANCE OF 113.00 FEET; THENCE SOUTH 54°24'33" EAST, 3.15 FEET; THENCE EASTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 265.00 FEET, (CHORD BEARS SOUTH 74°54'32" EAST, 185.61 FEET), THROUGH A CENTRAL ANGLE OF 40°59'58", FOR AN ARC DISTANCE OF 189.63 FEET; THENCE NORTH 84°35'29" EAST, 31.60 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 74.99 FEET, (CHORD BEARS SOUTH 16°24'37" EAST, 147.22 FEET) THROUGH A CENTRAL ANGLE OF 158°00'55", FOR AN ARC DISTANCE OF 206.81 FEET THENCE SOUTH 62°32'54" WEST, 38.70 FEET; THENCE SOUTHWESTERLY ALONG A CURVE RIGHT, HAVING A RADIUS OF 535.00 FEET, (CHORD BEARS SOUTH 81°34'59" WEST, 348.97 FEET), THROUGH A CENTRAL ANGLE OF 38°04'09", FOR AN ARC DISTANCE OF 355.47 FEET; THENCE NORTH 79°22'57" WEST, 17.30 FEET; THENCE WESTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 335.00 FEET, (CHORD BEARS SOUTH 88°54'40" WEST, 135.94 FEET), THROUGH A CENTRAL ANGLE OF 23°24'47", FOR AN ARC DISTANCE OF 136.89 FEET; THENCE SOUTH 77°12'16" WEST, 18.73 FEET; THENCE WESTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 625.00 FEET, (CHORD BEARS SOUTH 88°52'37" WEST, 252.90 FEET) THROUGH A CENTRAL ANGLE OF 23°20'42", FOR AN ARC DISTANCE OF 254.66 FEET; THENCE NORTH 79°27'01" WEST, 106.23 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, (CHORD BEARS NORTH 42°57'06" WEST, 89.22 FEET), THROUGH A CENTRAL ANGLE OF 72°59'51", FOR AN ARC DISTANCE OF 95.55 FEET; THENCE NORTH 6°27'11" WEST, 188.88 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 125.01 FEET, (CHORD BEARS NORTH 24°23'13" WEST, 76.99 FEET), THROUGH A

CENTRAL ANGLE OF 35°52'04", FOR AN ARC DISTANCE OF 78.26 FEET TO THE POINT OF BEGINNING.

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.
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. Record Deed of Reconveyance(s) clearing the Trust Deed(s) shown on Schedule B, Part 2.

6. Proper evidence that all requirements of the owners association have been complied with, including but not limited to payment, through the date of the closing, of any assessments, late fees, transfer fees or any other amounts levied by the owners association.

7. Payment of Transfer Fee and Release of Lien and or Estoppel Certificate, with respect to the lien of transfer fees as shown in Schedule B, Part 2.

8. The Company reserves the right to add additional requirements and/or exceptions to Schedule "B" upon search and examination of ultimate purchasers name and/or identity.

NOTE: The following names have been checked for Judgments, Federal Tax Liens and Bankruptcies and none appear of record that attach to the herein described property, except as shown herein.

Title Only for County Plat Approval

SMHG Landco LLC, a Delaware limited liability company

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. (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, or 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. 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.

The printed Exceptions 1 through 7 will be deleted for the ALTA Extended Loan Policy

8. Affects this together with other property:

Lien of Taxes, now accruing as a lien, but not yet due and payable

Year: 2025

Tax ID No.: 23-012-0201 and 23-012-0034

Prior year: 2024 Paid in the amount: \$46.42 under Prior Tax Parcel No. [23-012-0188](#) and Paid in the amount of \$27,06 under Tax Parcel No. [23-012-0034](#).

9. Any interest of Weber County to review the assessment of the Land as it has been entitled to assessment for agricultural use (“Greenbelt Assessment”) pursuant to the provisions of the laws of the State of Utah, notice of which is given in instruments recorded May 1, 2015, as Entry No. [2733517](#), also by Document recorded April 17, 2023, as Entry No. [3280102](#), also by document recorded March 19, 2025, as Entry No. [3361652](#), of the Official Records.

10. The land described herein is located within the boundaries of the Weber County Tax Districts 491 and 544, Weber Basin Water Conservancy District, Eden Cemetery Maintenance District, Weber County Mosquito Abatement District, Powder Mountain Water and Sewer Improvement District, Weber Fire District, Ogden Valley Park Service Area, Weber Area Dispatch 911, Summit-Eden @ Powder Mountain Community Development, Weber fire District, and Summit Road Overlay district, and is subject to any assessments levied thereby.

11. Water rights, claims or title to water, whether or not shown by the public records.

12. Any and all outstanding oil, gas, mining and mineral rights, etc., situated in, upon or under the subject Land, including the right of the proprietor of a vein or lode to extract the same therefrom should it be found to penetrate or intersect the premises, and the right of ingress and egress for the use of said rights.

13. Easement(s), Setbacks, notes and restrictions, as shown on the proposed subdivision plat for Enclave at Powder Mountain.

14. Contract Between Weber Basin Water Conservancy District and Western America Holding, LLC, for the Sale and Use of Untreated Water, including the terms and conditions thereof:

Recorded: May 7, 2006

Entry No.: [2171767](#)

Amendment to Contract Between Weber Basin Water Conservancy District and Western America Holding, LLC, for the Sale and Use of Untreated Water:

Recorded: June 17, 2011

Entry No.: [2531006](#)

Assignment:

Recorded: October 23, 2013

Entry No.: [2661030](#)

Deed of Assignment, Bill of Sale and Conveyance:

Recorded: December 4, 2020

Entry No.: [3106929](#)

15. Grant of Right-of-Way and Utility Easement, including the terms and conditions thereof:

Recorded: October 10, 2006

Entry No.: [2214041](#)

16. Grant of Right-of-Way and Utility Easement, including the terms and conditions thereof:

Recorded: October 10, 2006

Entry No.: [2214042](#)

17. Weber County Zoning Development Agreement, including the terms and conditions thereof:

Recorded: November 29, 2012

Entry No.: [2607988](#)

First Amendment to Weber County Zoning Development Agreement:

Recorded: July 12, 2019

Entry No.: [2990685](#)

Second Amendment to Weber County Zoning Development Agreement:

Recorded: November 30, 2022

Entry No.: [3265109](#)

Notice of Master Development Agreement Concept Area Plan Amendment:

Recorded: January 23, 2023

Entry No.: [3270785](#)

18. Easement Agreement, including the terms and conditions thereof:

Recorded: April 26, 2013

Entry No.: [2631963](#)

19. Notice of Encumbrance and Assessment Area Designation, including the terms and conditions thereof:

Recorded: August 7, 2013

Entry No.: [2649359](#)

20. Resolution Levying Assessments Against Properties to Finance the Construction and Installation of Road

Improvements, Water Improvements, Sewer Improvements and Related Improvements, including the terms and conditions thereof:

Recorded: August 15, 2013

Entry No.: [2650764](#)

An Ordinance Confirming the Assessments Against Properties to Finance the Construction and Installation of Road Improvements, Water Improvements, Sewer Improvements and Related Improvements:

Recorded: September 13, 2013

Entry No.: [2655504](#)

An Amendment to Ordinance:

Recorded: September 13, 2013

Entry No. [2655522](#)

21. Notice of Assessment Interest, including the terms and conditions thereof:

Recorded: September 13, 2013

Entry No.: [2655411](#)

22. An Ordinance Adopting the Summit-Eden @ Powder Mountain Community Development Project Area Plan, including the terms and conditions thereof:

Recorded: October 23, 2013

Entry No.: [2661052](#)

23. Notice of Adoption of Community Development Project Area Plan, including the terms and conditions thereof:

Recorded: October 25, 2013

Entry No.: [2661594](#)

24. Weber County Zoning Development Agreement, including the terms and conditions thereof:

Recorded: January 14, 2015

Entry No.: [2717835](#)

Notice of Minor Changes to Concept Area Plans

Recorded: November 27, 2024

Entry No.: [3349152](#)

Notice of Minor Changes to Concept Area Plans

Recorded: April 23, 2025

Entry No.: [3366200](#)

25. A Certificate of Creation of the Northern Utah Environmental Resource Agency, including the terms and conditions thereof:

Recorded: January 20, 2015

Entry No.: [2718461](#)

26. A Certificate of Annexation of the Powder Mountain Water and Sewer Improvement District, including the terms and conditions thereof:

Recorded: May 29, 2018

Entry No.: [2922833](#)

27. Notice of Master Annexation and Development Agreement, including the terms and conditions thereof:

Recorded: June 25, 2021

Entry No.: [3163734](#)

28. Reciprocal Easement Agreement, including the terms and conditions thereof:

Recorded: July 11, 2022

Entry No.: [3245315](#)

29. Easement Agreement for Storm Drainage Improvements, including the terms and conditions thereof:

Recorded: October 27, 2023

Entry No.: [3303146](#)

30. Recreation Easement Agreement, including the terms and conditions thereof:

Recorded: March 19, 2025

Entry No.: [3361656](#)

31. Access, Lift Station, and Detention Pond Easement Agreement, including the terms and conditions thereof:

Recorded: March 19, 2025

Entry No.: [3361657](#)

32. 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: March 21, 2025

Entry No.: [3362096](#)

33. Notice of Reinvestment Fee Covenant, including the terms and conditions thereof:

Recorded: March 21, 2025

Entry No.: [3362102](#)

Said instrument provides for the lien of a transfer fee. The transfer-conveyance fee is required to be paid upon any sale, exchange, assignment, option, assignment of lease, transfer, or conveyance of said Land, including, but not limited to, any conveyance resulting from a foreclosure of an interest in the Land and any subsequent transfer, of the land, whether or not such transfer was derived through foreclosure.

34. Notice of Rental Restriction Covenant, including the terms and conditions thereof:

Recorded: March 21, 2025

Entry No.: [3362103](#)

35. Any matters that might be disclosed by a current and accurate survey of the Land.

36. Subject to the rights of parties in possession of the subject property under unrecorded leases, rental or occupancy agreements and any claims thereunder.

37. Affects this together with other property:

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

Stated Amount: \$8,000,000.00

Trustor: SMHG Landco LLC, a Delaware limited liability company

Trustee: First American Title Insurance Company

Beneficiary: Calmwater Capital 3, LLC, a California limited liability company

Dated: June 20, 2014

Recorded: June 20, 2014

Entry No.: [2691512](#)

Modification and Amendment of Deed of Trust:

Recorded: January 31, 2018

Entry No.: [2902963](#)

Modification and Amendment of Deed of Trust:

Recorded: October 19, 2018

Entry No.: [2947955](#)



107684

Assigned to: CC# Loan Portfolio II, LLC.

Dated: May 22, 2015

Recorded: May 26, 2015

Entry No.: [2737222](#)

Assigned to: Peak Street Management LLC, a Delaware limited liability Company

Dated: August 31, 2016

Recorded: September 2, 2016

Entry No.: [2812993](#)

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) “Knowledge” or “Known”: Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) “Land”: The land described in Schedule A and affixed improvements that by law constitute real property. The term “Land” does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) “Mortgage”: A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) “Proposed Policy Amount”: Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) “Public Records”: Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) “Title”: The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.

3. The Company’s liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY’S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company’s liability under Commitment Condition 4 is limited to the Proposed Insured’s actual expense incurred in the interval between the Company’s delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured’s good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company’s written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.



Fidelity National Title Insurance Company

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumers or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for the products or services that we believe you may find of interest.

In addition we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request corrections, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Chicago Title Insurance Company
601 Riverside Avenue, 12th Floor
Jacksonville, FL 32204

Multiple Products or Service

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



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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