

Order Number: 53637A

Escrow Officer: at



Commitment for Title Insurance

Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued through the Office of:
Metro National Title
345 East 300 South
Salt Lake City, UT
801-363-6633

Authorized Signature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By

President

Attest

Secretary

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Client File Number:

1. Effective date: **October 24, 2016 at 7:45 AM**

2. Policy or Policies to be issued:

(a) 2006 A.L.T.A. Owners

Amount of Insurance

\$1,000.00

Owner's Premium

\$264.00

Proposed Insured:

Title Report Only - For County to Record Plat

Amount of Insurance

(b) 2006 A.L.T.A. Loan (Extended)

Loan Premium

\$0.00

Endorsements:

Endorsement Premium(s) **\$0.00**

Proposed Insured:

(c) Leasehold

\$

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

FEE SIMPLE

4. Title to the estate or interest in said land is at the effective date hereof vested in:

Ridge Utah Development Corporation, a Utah corporation

5. The land referred to in this Commitment is in the State of Utah, County of Weber and is described as follows:

See attached Exhibit "A"

Purported Address:

proposed Phase 3, The Ridge

Eden, UT 84310

THIS COMMITMENT IS INVALID UNLESS SCHEDULE B AND COVER ARE ATTACHED

This Commitment may be subject to a Cancellation Fee

Exhibit "A"

A part of Parcel 1, Town Homes Parcel, Weber County, Utah, described as follows, to-wit:

A part of the Northeast Quarter of Section 27, Township 7 North, Range 1 East, of the Salt Lake Base and Meridian, more particularly described as follows: Beginning at the Northeasterly most corner of the Ridge Townhomes Phase 1 being located South 89°09'42" East 1091.39 feet along the North line of said Northeast quarter and South 0°00'00" East 131.97 feet from the Northwest corner of said Northeast quarter; running thence South 85°41'53" East 501.78 feet to the extension of the Southerly boundary of Elkhorn Subdivision, Phase 2, Lots 24 through 28 Amended; thence along said boundary line and its extension South 89°07'48" East 256.48 feet to the Westerly boundary of Eagles Landing at Wolf Creek Subdivision Phase 1; thence along said boundary along the arc of a curve to the left 54.77 feet, having a radius of 40.00 feet, a central angle of 78°27'04", and which chord bears South 0°32'31" West 50.59 feet; thence South 0°00'00" West 167.52 feet; thence North 90°00'00" West 329.11 feet; thence along the arc of a curve to the right 48.42 feet, having a radius of 430.00 feet, a central angle of 6°27'06", and which chord bears North 86°46'27" West 48.39 feet; thence North 83°32'54" West 63.71 feet; thence along the arc of a curve to the left 62.67 feet, having a radius of 447.77 feet, a central angle of 8°01'11", and which chord bears North 87°33'29" West 62.62 feet; thence South 87°37'13" West 102.35 feet; thence along the arc of a curve to the right 55.14 feet, having a radius of 230.00 feet, a central angle of 13°44'12", and which chord bears North 85°30'41" West 55.01 feet; thence South 33°34'58" West 189.46 feet; thence North 65°54'37" West 381.87 feet; thence North 67°23'30" West 106.53 feet to the Easterly boundary of said Ridge Townhomes Phase 1; thence along said boundary the following two (2) courses: (1) North 22°36'29" East 73.07 feet, (2) North 55°54'27" East 32.08 feet to the Southerly boundary of the Ridge Townhomes Phase 2; thence along said boundary the following seven (7) courses: (1) South 77°03'57" East 120.62 feet, (2) South 86°56'20" East 93.96 feet, (3) South 78°56'27" East 55.93 feet, (4) South 89°13'42" East 26.79 feet, (5) North 62°48'50" East 48.19 feet, (6) North 42°52'45" East 60.00 feet, (7) North 47°07'15" West 49.98 feet to the boundary of said Ridge Townhomes Phase 1; thence along said boundary North 42°52'41" East 89.68 feet to the point of beginning.

(The Ridge Townhomes Phase 3 - proposed)

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SCHEDULE B

Section 1

REQUIREMENTS

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.

TO-WIT:

NOTICE TO APPLICANT: The land covered herein may be serviced by districts, service companies and/or municipalities, which assess charges for water, sewer, electricity and any other utilities, etc. which are not covered by this report or insured under a title insurance policy.

NOTE: If the applicant desires copies of the documents underlying any exception to coverage shown herein, the Company will furnish the same request, if available, either with or without charge as appears appropriate.

NOTE: Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action pursuant to the Title Insurance Rules of the American Arbitration Association, a copy of which is available on request from the Company. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

1. In the event this Company is requested to insure a transaction involving the subject property, this Company and/or it's Underwriter reserves the right to add exceptions and/or requirements upon receipt of information defining said transaction.

[Plat Map Image](#)

[Vesting Deed Image](#)

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 Report Only - For County to Record Plat

Ridge Utah Development Corporation, a Utah corporation

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

PLEASE DIRECT ANY TITLE INQUIRES TO John Doxey at 801-363-6633

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END OF SCHEDULE B – Section 1

SCHEDULE B

Section 2

EXCEPTIONS FROM COVERAGE

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a Public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, 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. 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 the value the estate or interest or mortgage thereon covered by this Commitment.

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

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

Year: 2016

Tax ID No.: 22-281-0004

Prior year: 2015 Paid

Taxes for the year 2016 are currently being assessed under AG. Land- Greenbelt and which includes subject property and additional lands,

9. The land described herein is located within the boundaries of the Weber Basin Water Conservancy District, Weber Area Dispatch 911 and Emergency Services District, Eden Cemetery District, Weber Fire District, Wolf Creek Water and Sewer Improvement District, Weber County Municipal Service District for unincorporated Weber County, Ogden Valley Transmitter/Recreation Special Service District, and is subject to any assessments levied thereby.

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

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

Dated: November 19, 2015

Recorded: February 10, 2016

Entry No.: 2777765

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12. Charges and/or assessments levied by Weber Basin Water Conservancy District pursuant to contract(s) for the purchase of water from said district, which contracts appear to have been assigned to Wolf Creek Water.

13. Any and all outstanding oil, gas, mining and mineral rights, etc., together with the right of the proprietor of a vein or lode to extract his ore therefrom should the same be found to penetrate or intersect the premises, and the right of ingress and egress for the use of said rights.

14. Easement, notes and restrictions, as shown on the subdivision plat of Town Homes Parcel:

Recorded: April 18, 2008

Entry No.: [2335754](#)

Book / Page: 68 / 19

15. Easement, and the terms and conditions thereof:

Grantor: Clyde Sowers and Mabel Sowers, his wife

Grantee: Eden Waterworks Company

Purpose: Construction installation, inspection, repair, maintenance, replacement or removal of any of the water pipe, pie fittings and parts pertaining to the pipeline

Recorded: September 15, 1950

Entry No.: [169127](#)

Book/Page: 347 / 484

Area Affected: Pipeline right-of-way lying 10 feet each side of the following described line: Beginning at a point 1800 feet North and 340 feet West of the Southeast Corner of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian; thence South 22°14' West 195 feet, South 43°05' West 3135 feet and South 1292 feet to the county road right-of-way.

Agreement:

Recorded: August 15, 1973

Entry No.: [599390](#)

Book/Page: 1032/694

Effect: Amendment.

16. Easement, and the terms and conditions thereof:

Grantee: Utah Power & Light Company

Recorded: May 18, 1962

Entry No.: [379887](#)

Book/Page: 710 / 621

17. Easement, and the terms and conditions thereof:

Grantee: Utah Power & Light Company

Recorded: September 1, 1967

Entry No.: [493374](#)

Book/Page: 870 / 367

18. Municipal Services Covenant to run with the land, and the terms and conditions thereof.

Recorded: January 15, 1982

Entry No.: [850455](#)

Book / Page: 1396 / 476

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19. Master Covenants, conditions and restrictions in the declaration of restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: September 24, 1982

Entry No.: [864667](#)

Book/Page: 1409/1603

Recorded: October 10, 1982

Entry No.: [866073](#)

Book/Page: 1411/363

20. Easement for Golf Course Access and Use (Wolf Creek I), and the terms and conditions thereof:

Grantor: Wolf Creek Associates

Grantee: Wolf Creek Village Association of Unit Owners

Recorded: February 28, 2001

Entry No.: [1754486](#)

Book/Page: 2119 / 804

21. Easement for Golf Course Access and Use (Wolf Creek II), and the terms and conditions thereof:

Grantor: Wolf Creek Associates

Grantee: Wolf Creek Associates and Wolf Creek Association of Unit Owners

Recorded: February 28, 2001

Entry No.: [1754488](#)

Book/Page: 2119 / 825

22. Easement for Gold Course Access and Use, and the terms and conditions thereof:

Grantor: Wolf Creek Associated

Grantee: Trendwest Resorts

Recorded: June 8, 1999

Entry No.: [1641933](#)

Book/Page: 2016 / 2198

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

Between: Eden Valley Land Company

And: Weber County Corporation

Dated: December 23, 2002

Recorded: December 23, 2002

Entry No.: [1899165](#)

Book/Page: 2299 / 2867

24. Ordinance No. 2002-22:

Dated: October 8, 2002

Recorded: January 10, 2003

Entry No.: [1903608](#)

Book/Page: 2306 / 884

An Ordinance Amending Weber County Zoning

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25. Ordinance No. 2006-15:

Dated: March 30, 2006

Recorded: June 5, 2006

Entry No.: [2184604](#)

An Ordinance amending Weber County Zoning Map

26. Declaration of Easement and Restrictions, and the terms and conditions thereof.

Recorded: January 23, 2007

Entry No.: [2237218](#)

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

Grantor: Wolf Creek Properties, LC

Grantee: Wolf Creek Sewer Improvement District

Recorded: March 19, 2007

Entry No.: [2249660](#)

28. Easement, and the terms and conditions thereof:

Grantee: Eden Water Works Company

Recorded: July 9, 2013

Entry No.: [2644632](#)

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

In favor of: Wolf Creek Water and Sewer Improvement District

Recorded: November 19, 2013

Entry No.: [2664753](#)

Also:

Recorded: March 16, 2015

Entry No.: [2726328](#)

Also:

Recorded: January 22, 2016

Entry No.: [2775169](#)

Also:

Recorded: November 18, 2016

Entry No.: 2827193

30. Such a state of facts an accurate survey and inspection of the property would disclose.

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

Stated Amount: \$3,165,000.00

Trustor: Ridge Utah Development Corporation

Trustee: Bonneville Superior Title Company, Inc.

Beneficiary: Howard Kent, Inc., a Utah corporation

Dated: September 29, 2014

Recorded: September 30, 2014

Entry No.: [2704838](#)

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Assignment of Deed of Trust:

Assigns and Transfers to: Mountain America Federal Credit Union

Recorded: September 30, 2014

Entry No.: [2704897](#)

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

Stated Amount: \$500,000.00

Trustor: Ridge Utah Development Corporation, a Utah corporation

Trustee: Stewart Title Insurance Agency of Utah, Inc.

Beneficiary: Howard Kent, Inc., a Utah corporation

Dated: November 10, 2016

Recorded: November 14, 2016

Entry No.: 2826241

Note: Deed of Trust also includes additional lands.

Assignment of Deed of Trust:

Sells, assigns and transfers to: Mountain America Federal Credit Union

Providing: This Assignment is given as security for an open line of credit loan made by Assignee herein to the undersigned, which may or may not be in the same amount as the Note referred to in the above recited Deed of Trust.

Recorded: November 14, 2016

Entry No.: 2826263

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

Stated Amount: \$4,000,000.00

Trustor: Ridge Development Corporation

Trustee: Metro National Title

Beneficiary: Capon Capital, LLC

Dated: September 5, 2013

Recorded: July 15, 2014

Entry No.: [2694364](#)

Subordination Agreement:

To: Trust Deed recorded as Entry No. 2704838

Dated: September 29, 2014

Recorded: September 30, 2014

Entry No.: [2704896](#)

Subordination Agreement:

To: Trust Deed recorded as Entry No.: 2826241

Dated: November 10, 2016

Recorded: November 14, 2016

Entry No.: 2826262

END OF SCHEDULE B – Section 2

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

You may review a copy of the arbitration rules at: <http://www.alta.org/>.

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PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending on which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, but telephone or any other means;
- Information about your transaction with us, our affiliated companies, or other; and
- Information we receive a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any non affiliated party. Therefore, we will not release your information to non affiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purposes, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.