

Order Number: 57489

Escrow Officer: at

## COMMITMENT FOR TITLE INSURANCE

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Issued by **Commonwealth Land Title Insurance Company**

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

Commonwealth Land Title Insurance Company, a Nebraska 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.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 120 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such 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**, the Company has caused this Commitment to be signed with the facsimile signatures of its President and Secretary and sealed as required by its By-Laws.

**Attest:**



**Secretary**



**By:**



**President**

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Client File Number:

1. Effective date: **May 29, 2017 at 7:45 AM**

2. Policy or Policies to be issued:	Amount of Insurance
(a) 2006 A.L.T.A. Owners	<b>\$1,000.00</b>
Owner's Premium	<b>\$240.00</b>

Proposed Insured:  
**Title Report Only**

(b) 2006 A.L.T.A. Loan (Extended)	Amount of Insurance
Loan Premium	<b>\$1,000.00</b>
	<b>\$240.00</b>

Endorsements:

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

Proposed Insured:

(c) Leasehold	\$
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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:  
**WCU, LLC DBA Wolf Creek Utah, LLC, a Utah 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"**

Purported Address:  
**1.35 Acres out of 22-016-0074**  
**Eden, UT 84310**

**THIS COMMITMENT IS INVALID UNLESS SCHEDULE B AND COVER ARE ATTACHED**  
**This Commitment may be subject to a Cancellation Fee**

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**Exhibit "A"**

**(proposed THE EXCHANGE AT WOLF CREEK RESORT PHASE 1)**

**A part of the Southeast Quarter of Section 22, Township 7 North, Range 1 East of the Salt Lake Base and Meridian, more particularly described as follows: Beginning at a point on the Easterly right-of-way line of Wolf Creek Drive being located South 0°17'28" West 872.85 feet along the West line of said Southeast Quarter and North 90°00'00" East 100.20 feet from the Northwest corner of said Southeast Quarter; running thence along said Easterly right-of-way line along the arc of a curve to the left 57.49 feet, having a radius of 2669.00 feet, a central angle of 1°14'03", and which chord bears North 29°56'59" East 57.49 feet; thence South 60°16'05" East 59.74 feet; thence North 28°12'55" East 44.34 feet; thence along the arc of a curve to the right 47.41 feet, having a radius of 63.24 feet, a central angle of 42°57'29", and which chord bears North 49°41'39" East 46.31 feet; thence South 59°30'01" East 179.19 feet; thence North 55°34'02" East 98.44 feet; thence South 74°04'40" East 70.10 feet; thence South 7°13'37" East 78.84 feet; thence South 51°09'47" West 174.20 feet; thence North 78°24'55" West 64.13 feet; thence North 62°05'59" West 228.04 feet; thence North 56°17'34" West 59.77 feet to the point of beginning.**

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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. Payment of delinquent taxes and assessments as shown in Schedule B, Part 2.**

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

**3. Delivery to, and approval by the Company of Articles of Organization and Operating Agreement for WCU, LLC, dba Wolf Creek Utah, LLC, a Utah limited liability company regarding the legal status and ability to convey and/or encumber title to the land described herein.**

**The Company reserves the right to make additional requirements as needed.**

**4. Update of the Utah State Construction Registry prior to recording; receipt by the Company of evidence of payment in full and execution of Affidavit of Acceptance of Payment in Full for Construction Services (UCA § 38-1a-503(2)(b)) of all preliminary notice(s) of lien(s) disclosed thereby.**

**5. Proper filing of the Construction Deed of Trust in the Utah State Construction Registry prior to policy being issued.**

**Metro National Title will provide this service for a fee of \$45.00.**

**6. Additional Requirements may be added when the full nature of the transaction is revealed.**

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[Vesting Deed Image](#)

[Plat Map 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**

**WCU, LLC DBA Wolf Creek Utah, LLC, a Utah limited liability Company**

**THE UNDERWRITER DESIGNATED FOR THIS FILE SHALL BE Commonwealth Land 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: 2017**

**Tax ID No.: [22-016-0074](#), ALSO INCLUDES ADDITIONAL LANDS**

**Prior year: 2016 NOT PAID**

**Amount: \$18,270.82**

**Note: New Tax ID No. will be assigned, by Weber County, upon land segregation.**

**Delinquent Taxes:**

**Year: 2013, 2014, 2015 and 2016**

**Tax ID No.: 22-016-0074**

**Amount: \$54,407.16 plus penalty and interest.**

**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, Ogden Valley Transmitter/Recreation Special Service District and the Wolf Creek Water and Sewer Improvement District, and is subject to any assessments levied thereby.**

**10. Charges or Assessments levied by Weber Basin Water Conservancy District pursuant to contract(s) for the purchase of water from said district. No liability is assumed for unpaid assessments, if any or the affects thereof on the status of any contracts and assignments.**

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

**12. Pipe Line Agreement, and the terms and conditions thereof:**

**By and Between: Weber County and Eden Water Works Company**

**Purpose: The right to construct and maintain a metal water pipe line**

**Recorded: September 15, 1950**

**Entry No.: [169123](#)**

**Book/Page: 347 / 476**

**Area Affected: actual location not disclosed**

**13. Easement, and the terms and conditions thereof:**

**Grantor: Patio Springs, Inc.**

**Grantee: Utah power & Light Company, a corporation**

**Purpose: a perpetual easement and right of way for the erection and continued maintenance, repair, alteration, and replacement of the electric transmission, distribution, and telephone circuits and 4 guy anchors and 6 poles, with the necessary guys, stugbe, cross-arms and other attachments thereon, or affixed thereto, for the support of said circuits.**

**Recorded: January 30, 1964**

**Entry No.: [419063](#)**

**Book/Page: 764 / 652**

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

**Recorded: July 22, 1965**

**Entry No.: [455318](#)**

**Book / Page: 15 of Plats / 7**

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

**Recorded: September 24, 1982**

**Entry No.: [864667](#)**

**Book/Page: 1409 / 1603**

**Also recorded: October 18, 1982**

**Entry No.: [866073](#)**

**Book/Page: 1411/363**

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

**Recorded: June 8, 1999**

**Entry No.: [1641933](#)**

**Book/Page: 2016 / 2198**

**Area Affected: Also, the effect of those certain mesne documents of record affecting the herein property for Easements for Golf Course Access and Use**

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

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**Grantor: Wolf Creek Associates, a Utah limited partnership**  
**Grantee: Wolf Creek Village Association of Unit Owners, a Utah non-profit corporation**  
**Purpose: a non-exclusive easement for use of the golf course**  
**Recorded: February 28, 2001**  
**Entry No.: [1754486](#)**  
**Book/Page: 2119 / 804**  
**Area Affected: Exact location not disclosed**

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

**Grantor: Wolf Creek Associates, a Utah limited partnership**  
**Grantee: Wolf Creek Village II Association of Unit Owners, a Utah non-profit corporation**  
**Purpose: a non-exclusive easement for use of the golf course**  
**Recorded: February 28, 2001**  
**Entry No.: [1754488](#)**  
**Book/Page: 2119 / 825**  
**Area Affected: Exact location not disclosed**

**19. Zoning Development Agreement, and the terms and conditions thereof.**

**Dated: October 22, 2002**  
**Recorded: October 22, 2002**  
**Entry No.: [1883524](#)**  
**Book / Page: 2276 / 990**

**Agreement amending and clarifying the Weber County Zoning Development Agreement for the Wolf Creek Resort:**

**Recorded: December 4, 2015**  
**Entry No.: [2768159](#)**

**Agreement amending and clarifying the Weber County Zoning Development Agreement for the Wolf Creek Resort:**

**Recorded: March 23, 2016**  
**Entry No.: [2784398](#)**

**20. Irrigation and Reservoir Boundary Easement, as shown on the recorded survey plat thereof on file in the office of the Weber County Recorder, and the terms and conditions thereof:**

**Recorded: May 1, 2003**  
**Entry No.: [1935097](#)**  
**Book/Page: 57 of Plats / 82**

**The effect of that certain termination of Irrigation Easement:**

**Recorded: April 11, 2007**  
**Entry No.: [2255542](#)**

**21. Ordinance No. 2006-18:**

**Dated: September 5, 2006**  
**Recorded: January 22, 2007**  
**Entry No.: [2236884](#)**  
**An Ordinance of Weber County amending the Weber County Zoning Map.**

**22. Sewer Easement, and the terms and conditions thereof:**



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**Grantor: Wolf Creek Properties, LC, a Utah limited liability company**

**Grantee: Wolf Creek Sewer Improvement District, a body politic of the State of Utah**

**Purpose: 20 foot wide perpetual right of way and easement for existing pipelines and maintenance thereof**

**Recorded: March 19, 2007**

**Entry No.: [2249660](#)**

**Area Affected: Exact location not disclosed**

**Also, Sewer Easement, and the terms and conditions thereof:**

**Recorded: March 27, 2007**

**Entry No. [2251905](#)**

**23. Easement, and the terms and conditions thereof:**

**Grantor: Wolf Creek Properties LC**

**Grantee: PacifiCorp, an Oregon corporation**

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

**Recorded: April 19, 2007**

**Entry No.: [2257359](#)**

**Area Affected: Exact location not disclosed**

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

**Recorded: October 18, 2002**

**Entry No.: [1882728](#)**

**Book/Page: 2275 / 460**

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

**Recorded: January 9, 2007**

**Entry No.: [2234358](#)**

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

**Recorded March 13, 2013**

**Entry No.: [2624950](#)**

**Termination of Declarant Rights sUnder Master Declaration of Covenants, Conditions and Restrictions:**

**Recorded: April 3, 2013**

**Entry No.: [2628422](#)**

**Amendment to Bylaws Wolf Creek Recreational Facilities Association, Inc.:**

**Recorded: June 11, 2004**

**Entry No.: [2036899](#)**

**25. Easement, and the terms and conditions thereof:**

**Grantor: Wolf Creek Properties LC**

**Grantee: Utah Department of Transportation**

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

**Recorded: May 31, 2012**

**Entry No.: [2579187](#)**

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

**Executed by: Wolf Creek Water and Sewer Improvement District**

**Recorded: August 21, 2012**

**Entry No.: [2591289](#)**

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

**Grantor: Wolf Creek Properties LC**

**Grantee: PacifiCorp, an Oregon Corporation, dba Rocky Mountain Power**

**Purpose: right of way 10 feet in width and 70 feet in length**

**Recorded: January 3, 2013**

**Entry No.: [2613859](#)**

**Area Affected: exact location not described.**

**28. Subject to easements for ingress and egress purposes over and across existing maintenance roads within the grantor's land; and easements 10.00 feet in width lying 5.00 feet on each side of any and all existing water lines located with the grantor's land that are feeding or receiving water from ponds.**

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

**30. The following affects this and other property;**

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

**Stated Amount: \$1,900,000.00**

**Trustor: WCU, LLC, dba Wolf Creek Utah. LLC**

**Trustee: Joseph M.R. Covey, Esq., a Utah Attorney**

**Beneficiary: KRK Wolfcreek, LLC, a Utah limited liability company**

**Dated: September 12, 2014**

**Recorded: September 22, 2014**

**Entry No.: [2703489](#)**

**END OF SCHEDULE B – Section 2**

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## **CONDITIONS**

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



## 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.