



Attorneys  
Title Guaranty  
Fund, Inc.

## COMMITMENT FOR TITLE INSURANCE

### ISSUED BY

*Attorneys Title Guaranty Fund, Inc.*

### 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, Attorneys Title Guaranty Fund, Inc., a Colorado 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.

PCUT201903002763

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

IN WITNESS WHEREOF, Attorneys Title Guaranty Fund, Inc. has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

ATTORNEYS TITLE GUARANTY FUND, INC.



ERIC R. MORGAN  
PRESIDENT

Issued By  
Alpine Legal Title Insurance Agency  
Member's Name

1055 East 2100 South Suite 206, Salt Lake  
City Utah 84106  
Address

801-883-9499  
Telephone

**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

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- 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;
    - 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.

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**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>>.

**Transaction Identification Data for reference only:**

Issuing Agent: Alpine Legal Title Insurance Agency  
Issuing Office: 1055 East 2100 South Suite 206, Salt Lake City Utah 84106  
Issuing Office's ALTA® Registry ID: XXXXXXXX  
Issuing Office File Number: 319-0303  
Property Address: 23 Townhome Lots #40-62 and SFR Lots #36-39, Eden, Utah

**SCHEDULE A**

- 1. Commitment Date: February 11, 2019 @ 8:00 a.m.
- 2. Policy or Policies to be issued: Premium
  - A. ALTA Homeowner's Policy(Form 9-28-91 Revised 12-03-12), **\$275.00**  
Amount \$1.00  
Proposed Insured: **tbd**
  - Endorsements: **\$0.00**
  - Additional Charges: **\$**
  - Total **\$275.00**

- 3. The estate or interest in the land described or referred to in this Commitment is Fee Simple
- 4. The Title is at the Commitment Date vested in: **THE VILLAGES AT WOLF CREEK, LLC**
- 5. The Land is described as follows:

See Schedule C attached hereto.

For informational purposes only, the property address is: 23 Townhome Lots #40-62 and SFR Lots #36-39, Eden, Utah

\_\_\_\_\_  
Authorized Officer or Agent  
Member's Number: 4384

**FOR INFORMATION OR SERVICES IN CONNECTION WITH THIS TRANSACTION, CONTACT:**  
Michael Bringhurst, 1055 East 2100 South Suite 206, Salt Lake City Utah 84106  
Phone: 801-883-9499, Fax: 801-606-7149

Commitment Number: PCUT201903002763

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**SCHEDULE B, PART I  
Requirements**

All the following are the Requirements that must be met:

Item (a) 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.

Item (b) Pay the agreed amount for the estate or interest to be insured.

Item (c) Pay the premiums, fees, and charges for the Policy to the Company.

Item (d) 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.

Item (e) Payment of all taxes, charges and assessments, levied and assessed against the subject premises which are due and payable.

Item (f) If the applicant desires copies of any matters shown as exceptions in Schedule B - Section 2, the Company will furnish such upon request at no charge or a minimal charge as the case may be.

Item (g) Warranty Deed from the vested owners on Schedule A to the proposed insured.

**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. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are 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. 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.
6. Taxes for the year 2019 now accruing as a lien, not yet due and payable. Taxes for the year 2018 were paid in the amount of \$722.52 Tax Serial Number 22-193-0001 Taxes for the year 2019 now accruing as a lien, not yet due and payable. Taxes for the year 2018 were paid in the amount of \$722.52 Tax Serial Number 22-193-0002 Taxes for the year 2019 now accruing as a lien, not yet due and payable. Taxes for the year 2018 were paid in the amount of \$722.52 Tax Serial Number 22-193-0003 Taxes for the year 2019 now accruing as a lien, not yet due and payable. Taxes for the year 2018 were paid in the amount of \$722.52 Tax Serial Number 22-193-0004 Taxes for the year 2019 now accruing as a lien, not yet due and payable. Taxes for the year 2018 were paid in the amount of \$481.68 Tax Serial Number 22-193-0005 Taxes for the year 2019 now accruing as a lien, not yet due and payable. Taxes for the year 2018 were paid in the amount of \$481.68 Tax Serial Number 22-193-0006 Taxes for the year 2019 now accruing as a lien, not yet due and payable. Taxes for the year 2018 were paid in the amount of \$481.68 Tax Serial Number 22-193-0007 Taxes for the year 2019 now accruing as a lien, not yet due and payable. Taxes for the year 2018 were paid in the amount of \$481.68 Tax Serial Number 22-193-0008 Taxes for the year 2019 now accruing as a lien, not yet due and payable. Taxes for the year 2018 were paid in the amount of \$481.68 Tax Serial Number 22-193-0009 Taxes for the year 2019 now

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accruing as a lien, not yet due and payable. Taxes for the year 2018 were paid in the amount of \$481.68 Tax Serial Number 22-193-0010 Taxes for the year 2019 now accruing as a lien, not yet due and payable. Taxes for the year 2018 were paid in the amount of \$722.52 Tax Serial Number 22-193-0011 Taxes for the year 2019 now accruing as a lien, not yet due and payable. Taxes for the year 2018 were paid in the amount of \$722.52 Tax Serial Number 22-193-0012 Taxes for the year 2019 now accruing as a lien, not yet due and payable. Taxes for the year 2018 were paid in the amount of \$481.68 Tax Serial Number 22-193-0013 Taxes for the year 2019 now accruing as a lien, not yet due and payable. Taxes for the year 2018 were paid in the amount of \$481.68 Tax Serial Number 22-193-0014 Taxes for the year 2019 now accruing as a lien, not yet due and payable. Taxes for the year 2018 were paid in the amount of \$481.68 Tax Serial Number 22-193-0015 Taxes for the year 2019 now accruing as a lien, not yet due and payable. Taxes for the year 2018 were paid in the amount of \$481.68 Tax Serial Number 22-193-0016 Taxes for the year 2019 now accruing as a lien, not yet due and payable. Taxes for the year 2018 were paid in the amount of \$481.68 Tax Serial Number 22-193-0017 Taxes for the year 2019 now accruing as a lien, not yet due and payable. Taxes for the year 2018 were paid in the amount of \$481.68 Tax Serial Number 22-193-0018 Taxes for the year 2019 now accruing as a lien, not yet due and payable. Taxes for the year 2018 were paid in the amount of \$481.68 Tax Serial Number 22-193-0019 Taxes for the year 2019 now accruing as a lien, not yet due and payable. Taxes for the year 2018 were paid in the amount of \$481.68 Tax Serial Number 22-193-0020 Taxes for the year 2019 now accruing as a lien, not yet due and payable. Taxes for the year 2018 were paid in the amount of \$481.68 Tax Serial Number 22-193-0021 Taxes for the year 2019 now accruing as a lien, not yet due and payable. Taxes for the year 2018 were paid in the amount of \$481.68 Tax Serial Number 22-193-0022 Taxes for the year 2019 now accruing as a lien, not yet due and payable. Taxes for the year 2018 were paid in the amount of \$481.68 Tax Serial Number 22-193-0023 Taxes for the year 2019 now accruing as a lien, not yet due and payable. Taxes for the year 2018 were paid in the amount of \$481.68 Tax Serial Number 22-193-0024 Taxes for the year 2019 now accruing as a lien, not yet due and payable. Taxes for the year 2018 were paid in the amount of \$481.68 Tax Serial Number 22-193-0025 Taxes for the year 2019 now accruing as a lien, not yet due and payable. Taxes for the year 2018 were paid in the amount of \$481.68 Tax Serial Number 22-193-0026 Taxes for the year 2019 now accruing as a lien, not yet due and payable. Taxes for the year 2018 were paid in the amount of \$481.68 Tax Serial Number 22-193-0027.

7. Said property is within the boundaries of Eden and is subject to any charges and assessments levied thereunder.
8. CONTRACT BETWEEN WEBER BASIN WATER CONSERVANCY DISTRICT AND WOLF CREEK PROPERTIES, LLC recorded on April 6, 2005 as Entry No. 2095223 with an ASSIGNMENT that was recorded on July 30, 2009 as Entry No. 2426954.
9. CORRECTION AFFIDAVIT, Wolf Creek Sewer Improvement District recorded March 4, 2009 as Entry No. 2395512.
10. CERTIFICATE OF NAME CHANGE recorded January 6, 2011 as Entry No. 2510259.

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11. NOTICE OF INTEREST FOR ONGOING ASSESSMENTS, recorded October 16, 2015 as Entry No. 2761022.
12. CERTIFICATE OF CREATION OF THE NORTHERN UTAH ENVIRONMENTAL RESOURCE AGENCY recorded January 20, 2015 as Entry No. 2718461.
13. RESOLUTION NO. 27-2012 recorded December 13, 2012, as Entry No. 2610456
14. AFFIDAVIT recorded March 9, 2015 as Entry No. 2725109.
15. CERTIFICATE OF BOUNDARY ADJUSTMENT recorded November 9, 2017 Entry No. 2889194.
16. OGDEN VALLEY PARKS SERVICE AREA NOTICE OF IMPENDING BOUNDARY ACTION recorded on November 9, 2017 as Entry No. 2889195.
17. JOINT RESOLUTION APPROVING AND ADJUSTMENT OF THE SERVICE AREAS COMMON BOUNDARY recorded November 9, 2017 as Entry No. 2889196.
18. Any and all water rights, claims or title to water.
19. Any oil, gas and other mineral rights, and the consequences of the right to mine or remove such substances including, but not limited to express or implies easements and the right to enter upon and use the surface of the land for exploration, drilling, or extraction related purposes.
20. Easement in favor of Mountain States Telephone and Telegraph to construct, reconstruct, operate, maintain and repair and repair electric transmission and other equipment over, under and across a portion of the subject property and as described in document recorded November 1, 1973, as Entry No. 603984, in Book 1038, at Page 761 of the Official Records.
21. FIRE PROTECTION COVENANT recorded January 15, 1982 as Entry No. 850454 in Book 1396 on Page 467 of official records.
22. MUNICIPAL SERVICES COVENANT recorded January 15, 1982 as Entry No. 850455 in Book 1396 on Page 476 of official records.
23. SPRING WATER PROTECTION AREA BETWEEN WOLF CREEK COUNTRY CLUB AND POWER MOUNTAIN SKI RESORT recorded June 18, 1982 as Entry No. 859320 in Book 1404 on Page 1163.
24. WEBER COUNTY SUBDIVISION IMPROVEMENT AGREEMENT recorded October 29, 1996 as Entry No. 1437504 in Book 1832 on Page 1346.
25. Notes from Plat as may be disclosed on the recorded plat of said subdivision.
26. RIGHT-OF-WAY and EASEMENT GRANT to Questar Gas Company as more particularly described in document recorded April 2, 1999, as Entry No. 1625279, Book 2002, Page 2387 of the Official Records.

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27. Non-exclusive easements and rights of ways which affect the Common Areas as shown on the Record of Survey Map (including any amendments and/or supplements thereto) and as set forth in the Declaration, and any Amendments and/or Supplements as referred to herein.
28. Exclusive easements which affect the Common Area for "Limited Common Areas" and for facilities which are appurtenant to said unit as shown on the Record of Survey Map and as set forth in the Declaration, and any Amendments and/or Supplements to such Record of Survey Map and Declaration as referred to herein.
29. 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 July 22, 1982, as Entry No. 864667, in Book 1409, at Page 1603.
30. 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 August 25, 1982, as Entry No. 866073, in Book 1411, at Page 363.
31. 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 October 4, 1983, as Entry No. 891900, in Book 1433, at Page 969.
32. 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 April 16, 2002, as Entry No. 1841070, in Book 2224, at Page 2106.
33. ESCROW CERTIFICATE recorded October 29, 1996 as Entry No. 1437505 in Book 1832 on Page 1356.
34. BY-LAWS of the Village at Wolf Creek Homeowners Association recorded April 16, 2002, as Entry No. 1841071, in Book 2224, at Page 2174 of the Official Records.
35. RIGHT-OF-WAY and EASEMENT GRANT to Questar Gas Company as more particularly described in document recorded September 2, 2003, as Entry No. 1970718, of the Official Records.
36. EASEMENT for Wolf Creek Sewer Improvement District, and as more particularly

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described in document recorded March 19, 2007, as Entry No. 2249658

37. EASEMENT to Wolf Creek Village II, Association of Unit Owners, a Utah non-profit corporation for Golf Course Access and Use, and as more particularly described in document recorded February 28, 2001, as Entry No. 1754488, in Book 2119, at Page 825.
38. EASEMENT to Wolf Creek Associates for Irrigation Lines and Irrigation Storage reservoir Easement, and as more particularly described in document recorded November 22, 1999, as Entry No. 1675224, in Book 2045, at Page 35.
39. 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 November 4, 2008, as Entry No. 2373669.
40. Amendment to Covenants, Conditions, and Restrictions as recorded in the WEBER COUNTY Recorder's Office as Entry Number 2932712 on July 26, 2018.
41. RESOLUTION 18-96, creating The Ogden Valley Natural Gas Improvement District, recorded April 12, 1996, as Entry No. 1399404, in Book 1801, at Page 295.
42. RESOLUTION 25-96, creating The Ogden Valley Natural Gas Improvement District, recorded June 18, 1996, as Entry No. 1413086, in Book 1811, at Page 2786.
43. WEBER COUNTY SUBDIVISION IMPROVEMENT AGREEMENT which is more fully described in the document that was recorded on April 16, 2002 as Entry No. 1841072 in Book 2224 on Page 2197 of official records.
44. NOTICE OF TRANSFER FEE COVENANT which is more fully described in the document that was recorded on May 27, 2010 as Entry No. 2474768 of official records.
45. NOTICE OF INTEREST for Michael Brenny, which is more fully detailed in the document that was recorded on September 12, 2018 as Entry No. 2941346 of official records.

NOTE: The following names have been checked for judgments: THE VILLAGES AT WOLF CREEK, LLC

No unsatisfied judgments appear of record in the last eight years except as shown herein.

NOTE: FOR INFORMATION PURPOSES ONLY: Official records indicate that, except for reconveyances and as indicated herein, the following transfers and/or conveyances of the subject property have taken place within the 24 months preceding the effective date of this Commitment:

**WARRANTY DEED (CORRECTIVE)**

**FROM: FLAGSTAFF HOLDINGS AND INVESTMENTS, LLC**

**TO: THE VILLAGES AT WOLF CREEK, LLC**

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RECORDED: JUNE 4, 2018  
ENTRY NO: 2923891

WARRANTY DEED  
FROM: FLAGSTAFF HOLDINGS AND INVESTMENTS, LLC  
TO: THE VILLAGES AT WOLF CREEK, LLC  
RECORDED: MAY 23, 2018  
ENTRY NO: 2922038

WARRANTY DEED  
FROM: HAWKINS CAPITAL FUND, LLC  
TO: FLAGSTAFF HOLDINGS & INVESTMENTS, LLC  
RECORDED: MAY 11, 2018  
ENTRY NO: 2920078

NOTE: UPON COMPLIANCE WITH UNDERWRITING REQUIREMENTS, EXCEPTION(S) 1-5 WILL BE OMITTED FROM THE LOAN POLICY TO BE ISSUED HEREUNDER.

The Owner's Policy of title insurance committed for in this Commitment, if any, shall contain, in addition to the Items set forth in Schedule B-Section 2, the following items: (1) The Deed of Trust, if any, required under Schedule B-Section 1, Item (b). (2) Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water; minerals, oil and gas; (3) Any and all unpaid taxes, assessments and unredeemed tax sales.

The ALTA Homeowner's Policy of title insurance committed for in this Commitment, if any, shall contain, in addition to the Items set forth in Schedule B-Section 2, the following items: (1) The Deed of Trust, if any, required under Schedule B-Section 1, Item (b); (2) Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water; oil and gas; (3) Real Estate taxes or assessments for the current year and taxes or special assessments which are not shown as existing liens at date of policy; (4) Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete survey of the land and inspection of the land; (5) Covenants, conditions, restrictions, setbacks, easements and/or servitudes appearing in the public records. This exception does not impair the coverage afforded by Covered Risks 12, 13, 23, 24, and 26; (6) Any lease, grant, exception, or reservation of minerals or mineral rights appearing in the public records. This exception does not impair the coverage afforded under Covered Risk 25; (7) Any violation, variation, or encroachment of a boundary wall or fence. This exception does not impair the coverage afforded under Covered Risks 21 and 22; (8) Any security deed, mortgage, deed of trust, judgment, lien or encumbrance of any kind which has been created, suffered, and assumed by the insured or of which the insured has actual knowledge.

Countersigned:

\_\_\_\_\_  
Authorized Officer or Agent

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Member's Number: 4384

Please make any inquiries for Title questions to Michael Bringhurst, 1055 East 2100 South Suite 206, Salt Lake City Utah 84106  
Phone: 801-883-9499, Fax: 801-606-7149.

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Attorneys  
Title Guaranty  
Fund, Inc.

## Privacy Policy

### ATGF's Commitment to Privacy

Protecting your privacy and the confidentiality of your personal information is an important aspect of ATGF's operations. As a provider of title insurance and related services, the collection of customer's personal information is fundamental to our day-to-day business operations. We strive to provide you with the best customer service. To us, that includes treating your personal information fairly and with respect. Each ATGF employee and representative must abide by our commitment to privacy in the handling of personal information. We understand that you may be concerned about what we will do with such information. You have a right to know how we will utilize the personal information you provide to us. Therefore, ATGF has adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information that 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 upon which of our services you are utilizing, we may collect personal information about you from the following sources:

- Information we receive from you on applications, forms and in other communications to us
- Information we receive from you through our Internet website
- Information about your transactions with or services performed by us, our agents, or other persons; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

### 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:

- as necessary for us to provide the product or service you have requested of us; or
- as permitted by law

We may also disclose your personal information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

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 purpose, such as quality control efforts or customer analysis.

We are permitted by law to share your name, address and facts about your transaction with one or more of our agents, affiliated companies, insurers and reinsurers, to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We do not disclose personal information about our customers or former customers to non-affiliated third parties, except as outlined herein or as otherwise permitted by law.

### 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 non-public 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 non-public information.

If you send an electronic mail (email) message that includes personally identifiable information, we will use that information to respond to your inquiry. Remember that email is not necessarily secure against interception or other disclosure. If your communication is very sensitive, or includes information such as your bank account, charge card or social security number, you should not send it in an email.

### **Changes to this Privacy Policy**

This Privacy Policy may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Policy, we will post a notice of such changes on our website.

**SCHEDULE C**

**File #: 319-0303**

**ALL OF LOTS 36 THROUGH 62, THE VILLAGE AT WOLF CREEK SUBDIVISION, A PLANNED RESIDENTIAL UNIT DEVELOPMENT, WEBER COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF.**

**Tax Parcel No.**