



COMMITMENT FOR TITLE INSURANCE
Issued By
WFG NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT To ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WFG National Title Insurance Company, a South Carolina corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.


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

In Witness Whereof, WFG NATIONAL TITLE INSURANCE COMPANY has caused this commitment to be signed and sealed by its duly authorized officers as of Date of Commitment shown in Schedule A.

WFG NATIONAL TITLE INSURANCE COMPANY

By: 
 President _____

ATTEST: 
 Secretary _____



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- 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.

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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>>.



COMMITMENT FOR TITLE INSURANCE
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SCHEDULE A

Issuing Agent: Alpine Legal Title Insurance Agency
Issuing Office: 1055 East 2100 South, 206, Salt Lake City, UT 84106
ALTA® Universal ID: 590479
Loan ID Number:
Commitment Number: 123-0601
Issuing Office File Number: 123-0601
Property Address: The Monument, Eden, UT 84310
Revision Number:

1. Commitment Date: 05/22/2023 at 8:00 AM
2. Policy to be issued:
(a) ALTA Loan Policy
Proposed Insured: TBD
Proposed Policy Amount: \$100,000.00
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 Commitment Date vested in:
Earls 30, LLC a Utah limited liability company
5. The Land referred to in this Commitment is described as follows:
Property description set forth in Exhibit A attached hereto and made part hereof.

By: Alpine Legal Title Insurance Agency

Authorized Signatory

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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.

Duly authorized and executed Deed of Trust from Earls 30, LLC a Utah limited liability company, to TBD, securing its loan in the amount of \$100,000.00.

5. Release of the insured property from the two Mortgages currently creating a lien on the property. Namely:

A Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:

Amount: \$8,000,000.00

Dated: June 20, 2014

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

Recorded: June 20, 2014

Entry No: 2691512

and;

A Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:

Amount: \$2,500,000.00

Dated: October 12, 2021

Trustor: SMHC LANDCO LLC, a Delaware limited liability company

Trustee: Griffith & Turner / GT Title Services, Inc.

Beneficiary: The Roundtable LLC Series 46, a Puerto Rico limited liability Company

Recorded: October 19, 2021

Entry No: 3191270

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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. Any facts, rights, interest, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. (a) Unpatented mining claims;(b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency, which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. Any Service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal or other utilities unless shown as an existing lien by the Public Records.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or Mortgage thereon covered by this form.
9. General property taxes for the year 2022 have been paid in the amount of \$2.48. Old Tax Serial Number 23-012-0131. New Tax Serial Number 23-012-0189.
10. Said property is within the boundaries of Eden and Tax District 546, and is subject to any charges and assessments levied thereunder.
11. Notes from Plat as may be disclosed on the recorded plat of said subdivision.

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12. The effects, if any, of Easements and Rights of Ways for roads, ditches, canals, telephone and transmission lines, drainage, utilities or other, over, under, or across said property which are of record or which may be ascertained by an inspection or survey and covenants, conditions and restrictions of record.
13. 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.
14. Subject to the Right Of Way of and Utility Easement, wherein Western American Development Corporation, Inc., conveys and warrants to Powder Mountain Group Holdings, LLC, a Utah limited liability company, recorded on March 28, 2005 as Instrument #2093350 in the official records of the Weber County Recorder.
15. Subject to the Right Of Way of and Utility Easement wherein Western American Holdings, LLC conveys and warrants to Eden Heights II, LLC, a Utah limited liability company, recorded on October 10, 2006 as Instrument #2214041 in the official records of the Weber County Recorder.
16. Subject to the Right Of Way of and Utility Easement, wherein Western America Holding, LLC conveys and warrants to Western America Development Corp, Inc., recorded on October 10, 2006 as Instrument #2214042 in the official records of the Weber County Recorder.
17. The terms and conditions contained in that certain contract by and between Weber Basin Water Conservancy District and Western America Holding, LLC for the sale and use of untreated water recorded, which was recorded on April 6, 2007 as Entry No. 2171767 of Official Records.
Amendment recorded June 17, 2011 as Entry No. 2531006.
Assignment recorded October 23, 2013 as Entry No. 2661030, by and between Western America Holding, LLC and Summit Mountain Holding Group, LLC.
18. The terms and conditions contained in that certain Easement Agreement for Ski Tunnel, which was recorded on January 27, 2014 as Entry No. 2672938 of Official Records.
19. 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 January 27, 2014, as Entry No. 2672941, and as amended and/or supplemented thereafter.
Amendment recorded October 1, 2014 as Entry No. 2704954.
Amendment recorded October 16, 2014 as Entry No. 2672948.
Amendment recorded November 25, 2014 as Entry No. 2712001.
Annexation Amendment recorded February 3, 2016 as Entry No. 2776705.
20. Ordinance No. 2012-18 for the purpose of Rezoning approximately 4,297 acres located at Powder Mountain Resort, recorded November 29, 2012, as Entry No. 2607987, of the Official Records.
21. WEBER COUNTY ZONING DEVELOPMENT AGREEMENT recorded November 29, 2012, as Entry No. 2607988, of the Official Records.
Agreement recorded January 14, 2015 as Entry No. 2717835.
Amendment recorded July 12, 2019 as Entry No. 2990685.
Amendment recorded November 30, 2022 as Entry No. 3265109.
Notice of Master Development Agreement Concept Area Plan Amendment recorded January 23, 2023 as Entry No. 3270785.

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22. Subject to Resolution 27-2012, recorded on December 13, 2012 as Instrument #2610456 in the official records of the Weber County Recording Office.
23. The terms and conditions contained in that certain Interlocal Agreement, which was recorded on May 28, 2013 as Entry No. 2637681 of Official Records.
First Amendment to Interlocal Agreement recorded June 2, 2015 as Entry No. 2738797.
24. The terms and conditions contained in that certain Nonexclusive Access Easement Roadway Access and Utilities by and between Weber State University and Summit Mountain Holding Group LLC, which was recorded on July 22, 2013 as Entry No. 2646631 of Official Records.
25. The terms and conditions contained in that certain Notice of Encumbrance and Assessment Area Designation, which was recorded on August 7, 2013 as Entry No. 2649359 of Official Records.
26. Subject to the Resolution 19-2013, recorded on August 15, 2013 as Instrument #2650764 in the official records of the Weber County Recording Office.
27. Notice of Assessment Interest by Weber County, Utah, and the terms and conditions thereof, recorded September 13, 2013, as Entry No. 2655411 of official records.
28. Ordinance No. 2013-21 for the purpose of establishing the Assessment Area, recorded September 13, 2013, as Entry No. 2655504, of the Official Records.
29. Ordinance No. 2013-24 for the purpose of Amendment, recorded September 13, 2013, as Entry No. 2655522, of the Official Records.
30. Ordinance No. 2013-28 for the purpose of Adopting the Summit-Eden @ Powder Mountain Community Development Project Area Plan, and Related Matter, recorded October 23, 2013, as Entry No. 2661052, of the Official Records.
31. Notice of Adoption of Community Development Project Area Plan, which was recorded on October 25, 2013 as Entry No. 2661594 of Official Records.
32. The official plat map recorded January 27, 2014 as Entry No. 2672944, and the easements, rights-of-way, terms, conditions, restrictions, reservations, and limitations as set forth therein.
33. The terms, conditions and effects of that certain Weber County Survey Monumentation Improvement Agreement by and between SMHG Phase I LLC and Weber County Surveyor, recorded January 27, 2014 as Entry No. 2672951.
34. The terms, conditions, and effects of that certain Easement in favor of Weber County recorded in the official records of the WEBER County Recorder's Office on January 27, 2014 as Entry No. 2672952.
35. The terms, conditions and effects of that certain Easement Agreement for Water and Sewer Service by and between Summit Mountain Holding Group LLC and Powder Mountain Water and Sewer Improvement District, recorded January 27, 2014 as Entry No. 2672957.
36. The terms, conditions and effects of that certain Easement Agreement by and between Summit Mountain Holding Group LLC and Weber State University, recorded January 27, 2014 as Entry No. 2672958.

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37. The terms, conditions and effects of that certain Easement Agreement for Access to Facilities by and between Summit Mountain Holding Group LLC and Powder Mountain Water and Sewer Improvement District, recorded January 27, 2014 as Entry No. 2672965.
38. Ordinance No. 2014-15 for the purpose of Amendment, recorded June 24, 2014, as Entry No. 2691724, of the Official Records.
39. The terms, conditions and effects of that certain Memorandum of Lease by and between Summit Mountain Holding Group and New Cingular Wireless PCS, LLC, recorded June 27, 2014 as Entry No. 2692306.
40. The terms, conditions and effects of that certain Weber County Site Plan Development Agreement by and between Summit Mountain Holding Group and Weber County, recorded August 8, 2014 as Entry No. 2697570.
41. The effects of that certain Notice of Assessment/Reinvestment Fee Covenant in favor of Powder Mountain Owners Association recorded October 1, 2014 as Entry No. 2704955.
42. The terms, conditions and effects of that certain Easement Agreement for Road Construction and Slope Maintenance by and between Weber County Corp. and SMHG Phase I LLC, recorded October 3, 2014 as Entry No. 2705339.
43. The terms, conditions and effects of that certain Easement Agreement by and between Weber County Corp. and Summit Mountain Holding Group, recorded October 3, 2014 as Entry No. 2705343.
44. WEBER COUNTY ZONING DEVELOPMENT AGREEMENT recorded January 14, 2015 as Entry No. 2717835 of Official Records.
45. Certificate of Creation for the creation of the Northern Utah Environmental Resource Agency, which is more fully detailed in the document that was recorded on January 20, 2015 as Entry No. 2718461 of Official Records.
46. The terms and conditions contained in that certain Application for Assessment and Taxation of Agricultural Land, which was recorded on May 1, 2015 as Entry No. 2733517 of Official Records.
47. The terms and conditions contained in that certain Application for Assessment and Taxation of Agricultural Land, which was recorded on May 5, 2015 as Entry No. 2734100 of Official Records.
48. The terms, conditions, and effects of that certain Easement in favor of Pacificorp recorded in the official records of the WEBER County Recorder's Office on January 10, 2017 as Entry No. 2836155.
49. The terms, conditions and effects of that certain Memorandum of Land Lease Agreement by and between SMHG Management and Verizon Wireless, recorded September 12, 2018 as Entry No. 2941139.
50. The terms, conditions, and effects of that certain Easement in favor of Rocky Mountain Power recorded in the official records of the WEBER County Recorder's Office on December 27, 2019 as Entry No. 3025103.
51. Subject to Resolution 32-2020, recorded on October 1, 2020 as Instrument #3089628 in the official records of the Weber County Recording Office.
52. The terms, conditions, and effects of that certain Development Agreement between Powder Mountain Water and Sewer Improvement District and Summit Mountain Holding Group, SMHG Landco LLC and SMHG Phase 1 LLC Recorded June 25, 2021 as Entry No. 3163734.

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53. The terms, conditions, and effects of that certain Easement in favor of Pacificorp recorded in the official records of the WEBER County Recorder's Office on September 16, 2022 as Entry No. 3255450.
54. 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 January 4, 2023, as Entry No. 3269107, and as amended and/or supplemented thereafter.
55. The terms and conditions contained in that certain Temporary Reciprocal Access Easement Agreement, which was recorded on January 4, 2023 as Entry No. 3269108 of Official Records.
56. A Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:
Amount: \$5,539,668.99
Dated: December 30, 2022
Trustor: EARLS 30, LLC, a Utah limited liability company
Trustee: Alpine Legal Title Insurance Agency
Beneficiary: BAZ Finance LLC, a Delaware limited liability company
Recorded: January 4, 2023
Entry No: 3269113
57. NOTE: This Commitment includes a judgment, lien, and U.S. bankruptcy search on both the Owner(s) and Buyer(s) named herein (where applicable). The following names have been checked and none were found of record except as shown herein: Earls 30, LLC a Utah limited liability company

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EXHIBIT "A"

PROPERTY DESCRIPTION

BEGINNING AT A POINT WHICH IS ON THE NORTHERLY BOUNDARY LINE OF SUMMIT EDEN PHASE 1B, SAID POINT BEING SOUTH 01D09'02" WEST 1442.99 FEET ALONG THE SECTION LINE AND SOUTH 88D50'58" EAST 1102.07 FEET, FROM THE WEST QUARTER CORNER OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, (BASIS OF BEARING IS NORTH 89D55'51" WEST ALONG THE LINE BETWEEN THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND THE SET WEBER COUNTY MONUMENT ON THE INTERSECTION OF THE WEBER/CACHE COUNTY LINE AND THE SECTION LINE, AND RUNNING THENCE NORTH 15D14'03" EAST 286.63 FEET; THENCE SOUTH 74D45'57" EAST, 2.69 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, THROUGH A CENTRAL ANGLE OF 82D57'07" (CHORD BEARS NORTH 63D45'29" EAST 19.87 FEET) FOR AN ARC DISTANCE OF 21.72 FEET; THENCE NORTHEASTERLY ALONG REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET, THROUGH A CENTRAL ANGLE OF 66D08'11" (CHORD BEARS NORTH 55D21'02" EAST 136.41 FEET) AN ARC DISTANCE OF 144.29 FEET; THENCE NORTH 69D22'27" EAST, 227.43 FEET; THENCE NORTH 81D23'45" EAST, 183.36 FEET; THENCE SOUTH 18D31'52" EAST, 68.39 FEET; THENCE NORTH 71D28'08" EAST, 119.28 FEET; THENCE EASTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, THROUGH A CENTRAL ANGLE OF 48D49'07" (CHORD BEARS SOUTH 84D07'18" EAST 123.98 FEET), AN ARC DISTANCE OF 127.81 FEET; THENCE EASTERLY ALONG REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, THROUGH A CENTRAL ANGLE OF 68D34'02", (CHORD BEARS NORTH 86D00'15" EAST 16.96 FEET), FOR AN ARC DISTANCE OF 17.95 FEET; THENCE NORTHEASTERLY ALONG OF REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 433.00 FEET, THROUGH A CENTRAL ANGLE OF 16D52'45", (CHORD BEARS NORTH 60D09'36" EAST 127.10 FEET), FOR AN ARC DISTANCE OF 127.56 FEET; THENCE SOUTH 21D24'01" EAST, 66.00 FEET; THENCE EASTERLY ALONG A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 367.00 FEET, THROUGH A CENTRAL ANGLE OF 6D15'11", (CHORD BEARS NORTH 71D43'34" EAST 40.03 FEET), FOR AN ARC DISTANCE OF 40.05 FEET; THENCE SOUTH 13D50'06" EAST, 197.91 FEET; THENCE SOUTH 58D15'09" WEST, 97.43 FEET; THENCE NORTH 47D05'10" WEST, 195.20 FEET; THENCE SOUTHWESTERLY ALONG A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 367.00 FEET, THROUGH A CENTRAL ANGLE OF 8D41'06", (CHORD BEARS SOUTH 37D16'15" WEST 55.58 FEET), FOR AN ARC DISTANCE OF 55.63 FEET; THENCE SOUTH 32D55'42" WEST, 227.51 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 383.00 FEET, THROUGH A CENTRAL ANGLE OF 22D53'47", (CHORD BEARS SOUTH 44D22'36" WEST 152.04 FEET), FOR AN ARC DISTANCE OF 153.05 FEET; THENCE SOUTH 83D08'05 WEST, 62.17 FEET TO THE NORTHERN BOUNDARY LINE OF SUMMIT EDEN PHASE 1B; THENCE ALONG SAID NORTHERLY BOUNDARY LINE FOLLOWING TWO (2) COURSES: 1) SOUTH 89D26'39" WEST, 381.79 FEET, 2) THENCE NORTH 83D04'32" WEST, 165.01 FEET TO THE POINT OF BEGINNING. LOCATED IN THE SOUTHEAST QUARTER OF SECTION 5, OF TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN. (CONTAINING 351,203.27 SQUARE FEET, OR 8.063 ACRES MORE OR LESS)

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



COMMITMENT FOR TITLE INSURANCE
Issued By
WFG NATIONAL TITLE INSURANCE COMPANY

CHAIN OF TITLE

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

1. SMGH Landco LLC, a Delaware limited liability company to Earls 30, LLC a Utah limited liability company by deed dated 12/30/2022 and recorded on 01/04/2023 as Instrument Number 3269105 in the Official Records of the Weber County Recorder.
2. Powder Capital , LLC, a Wyoming limited liability company to SMGH Landco LLC, a Delaware limited liability company by deed dated 08/30/2022 and recorded on 09/09/2022 as Instrument Number 3254423 in the Official Records of the Weber County Recorder.

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