



ALTA COMMITMENT FOR TITLE INSURANCE
Issued by First 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, FIRST NATIONAL TITLE INSURANCE COMPANY, a Texas Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

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

FIRST NATIONAL TITLE



By: 
J. Christopher Phillips, President/CEO

Raymond Reece, Chief Financial Officer



If this Jacket was created electronically, it constitutes an original document.

This page is only part of a 2016 ALTA Commitment for Title Insurance issued by First American 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.

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (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.

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- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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Agent for
First National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Effective Date: February 25, 2022 at 8:00 AM

Commitment No.: 053938

Table with 3 columns: Policy or Policies to be issued, Amount, Premium. Includes ALTA Standard Owner's Policy and ALTA Extended Loan Policy.

2. The estate or interest in the land described or referred to in this Commitment and covered herein is Fee Simple and title thereto is at the effective date hereof vested in:

Mozanaim, LLC

3. The land referred to in the Commitment, located in Weber County, is described as follows:

See Exhibit A attached hereto and made a part hereof.

Said property is located in Weber County, State of Utah also known as:

2955 E 5750 N, Liberty, UT 84310
APN: 22-280-0001, 22-004-0173 and 22-004-0174

Kent J. McMillen, Title Manager
US Title Insurance Agency

1436 South Legend Hills Drive, Suite 100 • • Clearfield, UT 84015
Phone: (801)779-7143 • Fax: (801)217-0133

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EXHIBIT "A"

Parcel 1: (22-280-0001)

All of Lot 1, WATTS SUBDIVISION, Weber County, Utah, according to the official plat thereof.

Parcel 2: (22-004-0173)

A part of the Northeast Quarter of Section 7, Township 7 North, Range 1 East, Salt Lake Base and Meridian: Beginning at a point on the South line of WATTS SUBDIVISION, being located South 86°07'30" West 1184.76 feet along the South line of said Quarter Section to the East right-of-way of North Fork Road and North 33°49'24" West 1631.29 feet along said right-of-way and North 87°19'43" East 763.97 feet to the Northeast Corner of Willson Estates Subdivision and South 89°42'42" East 209.01 feet from the East Quarter Corner of said Section 7 and running thence South 89°42'42" East 231.37 feet along said South line to the common South Corner of said WATTS SUBDIVISION and JOHN MONTGOMERY SUBDIVISION; thence South 89°59'45" East 387.21 feet along the South line of said subdivision to the intersection of said South line with the West line of CJ MONTGOMERY SUBDIVISION; thence along the perimeter of said CJ MONTGOMERY SUBDIVISION the following two (2) courses: 1) South 01°38'34" West 321.85 feet, and 2) South 89°44'24" East 18.69 feet to the intersection with said subdivision perimeter and the West line of JOHN MONTGOMERY JR. SUBDIVISION; thence along the perimeter of said JOHN MONTGOMERY JR. SUBDIVISION the following two (2) courses: 1) South 00°41'50" West 300.00 feet and 2) South 89°44'20" East 456.65 feet to the intersection of the projection of said JOHN MONTGOMERY JR. SUBDIVISION and the West line of State Highway 162, being 40.00 feet from the East line of said Northeast Quarter; thence South 00°15'41" West 356.56 feet parallel and 40.00 feet equidistant from said East Quarter Section line; thence South 86°07'30" West 592.12 feet to the Southeast Corner of said WILLSON ESTATES SUBDIVISION; thence along the Northeasterly perimeter of said WILLSON ESTATES the following Four (4) courses: 1) North 03°52'30" West 279.86 feet, 2) South 86°07'30" West 364.64 feet, 3) North 00°27'24" West 239.47 feet and 4) South 86°07'30" West 99.99 feet; thence North 00°27'24" West 534.33 feet to the point of beginning.

Less and excepting therefrom the following: A part of the Northeast Quarter of Section 7, Township 7 North, Range 1 East, Salt Lake Base and Meridian: Beginning at a point being South 00°15'40" West 990.00 feet along the Quarter Section line and South 89°52'55" West 456.52 feet and South 1°38'34" West 334.62 feet and North 89°59'45" West 40.72 feet from the Northeast Corner of said Section 7, said point being on the West Corner of CJ MONTGOMERY SUBDIVISION, and running thence South 1°38'34" West 321.85 feet along the West line of said CJ MONTGOMERY SUBDIVISION; thence South 89°44'20" East 18.69 feet to the Northwest Corner of JOHN MONTGOMERY JR. SUBDIVISION; thence South 0°41'50" West 159.16 feet along the West line of said JOHN MONTGOMERY SUBDIVISION; thence North 89°59'45" West 390.92 feet; thence North 0°27'23" West 477.62 feet to the Southwest Corner of JOHN MONTGOMERY SUBDIVISION; thence South 89°59'45" East 387.21 feet along the South line of said JOHN MONTGOMERY SUBDIVISION to the point of beginning.

Less and excepting therefrom the following: Commencing at the Northeast corner of Section 7, Township 7 North, Range 1 East, Salt Lake Base and Meridian, running thence South 00°15'41" East, along the Section line common with Sections 7 and 8, a distance of 1324.23 feet, thence West a distance of 1123.92 feet to a point on the South line of Lot 1 of Watts Subdivision, recorded April 15, 2008 as Entry No. 2334884 in Book 68 at Page 15 of Official Records, said point is also the Northwest corner of that certain property owned by Mozanaim LLC with Assessors Parcel No. 22-004-0142 and the Northeast corner of that certain property owned by The Reggie R. Willson & Heidi Willson Revocable Trust with Assessors Parcel No. 22-004-0141, thence South 00°27'24" East, along the line common with said properties, a distance of 312.48 feet to the point of beginning for this description, and running thence South 48°09'25" East a distance of 254.29 feet; thence South 00°27'24" East a distance of 278.98 feet to the North line of Lot 3 of Willson Estates Subdivision, recorded February 12, 2009 as Entry No. 2390769 in Book 69 at Page 83 of Official Records; thence South 86°07'30" West a distance of 88.43 feet to the Southeast corner of Lot 2 of said subdivision; thence North 00°27'24" West a distance of 239.47 feet along the East line of said Lot to the Northeast corner of said Lot; thence South 86°07'30" West, along the North line of said Lot, a distance of 99.99 feet to said line common with Parcels 22-004-0141 and 22-004-0142; thence North 00°27'24" West, along said line, a distance of 221.88 feet to the point of beginning.

Parcel 3: (22-004-0174)

EXHIBIT "A"
(Continued)

Commencing at the Northeast corner of Section 7, Township 7 North, Range 1 East, Salt Lake Base and Meridian, running thence South 00°15'41" East, along the Section line common with Sections 7 and 8, a distance of 1324.23 feet, thence West a distance of 1123.92 feet to a point on the South line of Lot 1 of Watts Subdivision, recorded April 15, 2008 as Entry No. 2334884 in Book 68 at Page 15 of Official Records, said point is also the Northwest corner of that certain property owned by Mozanaim LLC with Assessors Parcel No. 22-004-0142 and the Northeast corner of that certain property owned by The Reggie R. Willson & Heidi Willson Revocable Trust with Assessors Parcel No. 22-004-0141, said point also being the point of beginning for this description, and running thence South 00°27'24" East, along the line common with said properties, a distance of 312.48 feet; thence North 48°09'25" West a distance of 282.56 feet to a point on the West line of the subject property, said point is also on the East line of Lot 7 of the Willson Estates Subdivision Second Amendment, recorded February 9, 2017 as Entry No. 2841445 in Book 80 at Page 52 of Official Records; thence North 00°27'24" West, along said East line, a distance of 125.04 feet to the South line extended of said Lot 1 of Watts Subdivision; thence South 89°42'42" East, along said South line extended and the South line of said Lot 1, a distance of 209.02 feet to the point of beginning.

Situated in Weber County, State of Utah

APN: 22-280-0001, 22-004-0173 and 22-004-0174

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION 1 (Requirements)

Commitment No.: 053938

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Copies of the Articles of Organization and the Operating Agreement for Mozanaim LLC must be provided to the Company as soon as possible before closing.
6. NOTICE TO APPLICANT: THE LAND HEREIN MAY BE SERVICED BY CITIES, TOWNS, COUNTIES, SERVICE DISTRICTS OR PRIVATE ENTITIES WHICH PROVIDE SERVICES TO THE LAND, INCLUDING, BUT NOT LIMITED TO WATER, SEWER, GARBAGE, ELECTRICITY, STREET LIGHTING, CURB AND GUTTER, ETC., FOR WHICH NO NOTICE OF ANY RIGHTS CLAIMED TO EXIST BY SUCH ENTITIES ARE SHOWN OF RECORD. YOU SHOULD MAKE AN INQUIRY INTO SUCH MATTERS, INCLUDING SEEING ARRANGEMENTS AS APPLICABLE TO ESTABLISH YOUR RIGHTS TO RECEIVE SAID SERVICES. THE COMPANY HAS NO OBLIGATION RELATING TO THE SERVICES OR THE CHARGES ARISING FROM SUCH SERVICES.

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COMMITMENT FOR TITLE INSURANCE

SCHEDULE B – SECTION 2 (Exceptions)

Commitment No.: 053938

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. Taxes or 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 notice of such proceedings, whether or not shown by the records of such agency or the public record.
2. 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 by making inquiry of persons in possession thereof.
3. Easements, claims of easements or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of Schedule B, Part I - Requirements are met.
8. General property taxes for the year 2022 are now a lien, not yet due. Tax ID No. 22-280-0001, 22-004-0173 & 22-004-0174.

2021 general property taxes were paid in the amount of \$2,898.59. Tax ID No. 22-280-0001.

2021 general property taxes were paid in the amount of \$3,849.27 under Tax ID No. 22-004-0142. New Tax ID No. 22-004-0173.

2021 general property taxes were paid in the amount of \$10.35 under Tax ID No. 22-004-0141. New Tax ID No. 22-004-0174.

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**SCHEDULE B - SECTION 2
(Exceptions - Continued)**

9. The effects of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded March 18, 2021 as Entry No. 3136160 of Official Records. (Affects Parcels 1 and 2)
10. The effects of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded January 26, 2022 as Entry No. 3213584 of Official Records. (Affects Parcel 2 and 3)
11. Property is located within the following special improvement districts:
DISTRICTS:
 - Weber County
 - Weber County Schools
 - Liberty Cemetery
 - Weber Co Fire Service Area No. 4
 - Weber Co. Service Area 5-Liberty
 - Weber Area Dispatch 911 and Emergency Service District
 - Unincorporated Weber County Municipal Services
 - Northern Utah Environmental Resource Agency
 - Ogden Valley Transmitter/Recreation Special Service District
12. All existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipelines, power poles, telephone, sewer, gas or water lines and rights-of-way and easements thereof.
13. Any rights, claims, title and/or interest to water rights whether or not shown by the public records.
14. Reservations contained in that certain Patent, issued by the United States of America, and recorded January 2, 1885 in Book R at Page 533 of Official Records.

"Yet excluding from the transfers by these presents, all mineral lands should any be found to exist in the tract described in the foregoing, but the exclusion and exception, according to the terms of the Statute, shall not be construed to include coal and iron."
15. A Grant of Easement in favor of The Telluride Power Company to install and construct, operate, replace and maintain lines of poles and electric transmission circuits and related facility(ies) therein, and all necessary fixtures thereto, recorded September 12, 1902 in book 42, pages 205 and 207 and December 12, 1904 in Book 46 at Page 559 of Official Records.
16. Notice of Irrigation Systems and Irrigation Operation Agreements and Rights of Way, recorded January 16, 1986 as Entry No. 958077 in Book 1483 at Page 1034 of Official Records.
17. A Grant of Easement in favor of PacifiCorp, an Oregon Corporation to install and construct, operate, replace and maintain underground electric distribution and communication lines and related facility(ies) therein, and all necessary fixtures thereto, recorded July 18, 2005 as Entry No. 2116334 of Official Records.
18. Weber County Subdivision Improvement Agreement, recorded April 15, 2008 as Entry No. 2334885 of Official Records. (Affects Parcel 1)
19. Escrow Certificate, recorded April 15, 2008 as Entry No. 2334886 of Official Records. (Affects Parcel 1)

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**SCHEDULE B - SECTION 2
(Exceptions - Continued)**

20. Deferring Public Improvements Agreement, recorded April 15, 2008 as Entry No. 2334887 of Official Records. (Affects Parcel 1)
21. Onsite Wastewater Disposal Systems Deed Covenant and Restriction to Run With the Land, recorded April 15, 2008 as Entry No. 2334888 of Official Records. (Affects Parcel 1)
22. A Deed of Trust by and between Mozanaim, LLC as Trustor in favor of US Title Insurance Agency as Trustee and Cache Valley Bank as Beneficiary, to secure an original indebtedness of \$553,000.00 and any other amounts or obligations secured thereby, dated December 22, 2020 and recorded December 29, 2020 as Entry No. 3113556 of Official Records. (Affects Parcels 1 and 2)
23. The terms and conditions, including lien rights, contained in that certain Petition to Weber Basin Water Conservancy District for the Allotment of Water, wherein Mozanaim LLC applied for the allotment and beneficial use of 1.00 acre feet of water annually and recorded March 26, 2021 as Entry No. 3138424 of Official Records.
- The Company makes no assurances as to the current ownership and/or status of any water and/or water rights referred to therein. (Affects Parcel 1)
24. The terms and conditions, including lien rights, contained in that certain Petition to Weber Basin Water Conservancy District for the Allotment of Water, wherein Mozanaim LLC applied for the allotment and beneficial use of 1.50 acre feet of water annually and recorded March 26, 2021 as Entry No. 3138424 of Official Records.
- The Company makes no assurances as to the current ownership and/or status of any water and/or water rights referred to therein. (Affects Parcel 2)
25. The terms and conditions, including lien rights, contained in that certain Petition to Weber Basin Water Conservancy District for the Allotment of Water, wherein Mozanaim LLC applied for the allotment and beneficial use of 5.25 acre feet of water annually and recorded September 2, 2021 as Entry No. 3181151 of Official Records.
- The Company makes no assurances as to the current ownership and/or status of any water and/or water rights referred to therein. (Affects Parcel 1)
26. The terms and conditions, including lien rights, contained in that certain Petition to Weber Basin Water Conservancy District for the Allotment of Water, wherein Mozanaim LLC applied for the allotment and beneficial use of 1.25 acre feet of water annually and recorded September 2, 2021 as Entry No. 3181152 of Official Records.
- The Company makes no assurances as to the current ownership and/or status of any water and/or water rights referred to therein. (Affects Parcel 2)
27. The terms and conditions, including lien rights, contained in that certain Petition to Weber Basin Water Conservancy District for the Allotment of Water, wherein Mozanaim LLC applied for the allotment and beneficial use of 2.75 acre feet of water annually and recorded September 2, 2021 as Entry No. 3181153 of Official Records.
- The Company makes no assurances as to the current ownership and/or status of any water and/or water rights referred to therein. (Affects Parcel 2)

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**SCHEDULE B - SECTION 2
(Exceptions - Continued)**

28. The terms and conditions, including lien rights, contained in that certain Petition to Weber Basin Water Conservancy District for the Allotment of Water, wherein Mozanaim LLC applied for the allotment and beneficial use of 2.75 acre feet of water annually and recorded September 2, 2021 as Entry No. 3181154 of Official Records.

The Company makes no assurances as to the current ownership and/or status of any water and/or water rights referred to therein. (Affects Parcel 2)

* * * * *

According to the official records, there have been no documents conveying the land described herein within 24 Months prior to the date of this commitment. Except the following:

A Warranty Deed recorded on December 29, 2020 as Entry No. 3113505
A Warranty Deed recorded on December 29, 2020 as Entry No. 3113506
A Special Warranty Deed recorded on August 16, 2021 as Entry No. 3176347

NOTE: The names of
Mozanaim, LLC

have been checked for Judgments and Tax Liens, etc., in the appropriate offices and if any were found would appear as Exceptions to title under Schedule B, Section 2 herein.

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: Bill Johnson, (801)779-7143 and 1436 South Legend Hills Drive, Suite 100, Clearfield, UT 84015

NOTE: The Policy(ies) to be issued as a result of this Commitment may contain an Arbitration Clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

This page is only part of a 2016 ALTA Commitment for Title Insurance issued by First American 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.

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**The First National Title Corporation
US Title Insurance Agency**

**Privacy Policy
PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of First National Title Insurance Company.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.