

EXHIBIT "A"

Part of the Southeast Quarter of Section 18, Township 7 North, Range 1 East, Salt Lake Base and Meridian, further described as follows:

Beginning at a point on the West line of the Southeast Quarter of Section 18, said point being North 00°11'08" East along the Section Line, 870.24 feet from the South Quarter Corner of said Section 18, thence North 00°11'08" East 395.00 feet, thence South 89°46'46" East 1252.09 feet, thence South 05°41'10" West 125.98 feet, thence South 15°41'10" West 250.00 feet, thence South 10°02'06" West 29.07 feet, thence North 89°46'46" West 1168.23 feet to the point of beginning.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Old Republic 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.

SCHEDULE B-I COMMITMENT

REQUIREMENTS

Pioneer File No.: 117241

All of the following 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 property authorized, executed, delivered, and recorded in the Public Records.
5. Record a Warranty Deed or other approved deed to convey title to executed by Scenic at Cedar Springs, LLC, a Utah limited liability company.
6. Pay fees due to any city or municipality, improvement district or service area, as shown in Schedule B II.

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SCHEDULE B-II COMMITMENT

EXCEPTIONS FROM COVERAGE

Pioneer File No.: 117241

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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 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.

Standard Exceptions:

2. **Tax Exception:** Taxes or assessments which are not now payable or 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.

3. **Parties in Possession:** Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession, or claiming to be in possession, thereof.

4. **Easements:** Easements, liens, encumbrances, or claims of easements, liens or encumbrances which are not shown by the public records.

5. **Survey:** Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting Title that would be disclosed by an accurate survey of the Land, and that is not shown by Public Records.

6. **Patent:** Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes, water rights, or claims or title to water.

7. **Mechanic's Liens:** Any lien, or right to a lien, for services, labor, or materials theretofore or hereafter furnished, imposed by law and not shown by the Public Records.

8. **Utilities:** Any service, installation, connection, maintenance, or construction charges for sewer, water, electricity, or garbage

9. **Water Rights:** Water rights, claims to water or water rights, whether or not shown in the Public Records. (NOTE: Exceptions 3-8 will be deleted from an ALTA Extended Coverage Loan Policy.)

Special Exceptions:

10. Taxes for the year 2025 are now a lien not yet due and payable. Taxes for the year 2024 are paid in the amount of \$6,133.51. Property I.D. No. 22-008-0085.

"Lien arising as of January 1 for any unpaid personal property taxes which may be listed against the property described herein.

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SCHEDULE B-II
COMMITMENT
(Continued)

Pioneer File No.: 117241

11. Said property is located within the boundaries of Weber County, Weber Basin Water Conservancy District, Weber Fire District, and is subject to the charges and assessments levied thereunder.
12. Subject to all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines and right of way and easements thereof.
13. Any and all outstanding oil and gas, mining and mineral rights, minerals and ores situated in, upon, or under the above described tract of land, together with the right of the proprietor of a vein or lode to extract his ore therefrom, should the same be found to penetrate or intersect the premises and the right of ingress for the use of said rights, along with any other rights in connection with or relative to the mining, removal or sale of the same.
14. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.
15. Any easements or rights of way appearing in the public record.
16. Notice of Non-buildable Parcel, including the terms, conditions and limitations contained therein:
Recorded: September 15, 2021 as Entry No. 3183853 in Book n/a at Page n/a of Official Records.
17. Petition to Weber Basin Water Conservancy District for the Allotment of Water, including the terms, conditions and limitations contained therein:
Recorded: January 21, 2022 as Entry No. 3212533 in Book n/a at Page n/a of Official Records.
18. Petition to Weber Basin Water Conservancy District for the Allotment of Water, including the terms, conditions and limitations contained therein:
Recorded: February 22, 2023 as Entry No. 3273986 in Book n/a at Page n/a of Official Records.
19. Petition to Weber Basin Water Conservancy District for the Allotment of Water, including the terms, conditions and limitations contained therein:
Recorded: December 9, 2024 as Entry No. 3350189 in Book n/a at Page n/a of Official Records.
20. Property Address Affidavit, including the terms, conditions and limitations contained therein:
Recorded: March 20, 2025 as Entry No. 3361971 in Book n/a at Page n/a of Official Records.

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SCHEDULE B-II
COMMITMENT
(Continued)

Pioneer File No.: 117241

NOTE: This Commitment includes a judgment and lien 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:

Scenic at Cedar Springs, LLC, a Utah limited liability company

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

NOTICE TO APPLICANT: If you require copies of any documents identified in this commitment for title insurance, the Company will furnish the same upon specific request, either free of charge or for the actual cost of duplication for those copies requiring payment by the Company to obtain.

NOTICE TO APPLICANT: The land described in this Commitment may be serviced by services provided by Cities, Towns, public utility companies and other firms providing municipal type services which do not constitute liens upon the land and for which no notice of the existence of such service charges are in evidence in the Public Records.

NOTE: For informational purposes only, a 24 month chain of title is provided: A review of the records contained in the County Recorder's Office was at conducted to the effective date of this commitment as shown in Schedule "A" herein and the following Deeds of Conveyance and/or Real Estate Purchase Contracts were found:

A Warranty Deed from Richard L. Williams to Scenic at Cedar Springs, LLC, a Utah limited liability company recorded January 31, 2023 as Entry No. 3271742 in Book n/a at Page n/a of Official Records.

ALTA-COMMITMENT FOR TITLE INSURANCE



Issued by OLD REPUBLIC 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, Old Republic National Title Insurance Company, a Florida 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 Amount of Insurance and the name of the Proposed Insured.

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.

Issued through the Office of:



1188 West 10400 South, South Jordan, Utah 84095
801-900-5555

Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By

President

Attest

Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. “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.
- f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. “Public Records”: The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. “Title”: The estate or interest in the Land identified in Item 3 of 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:

- k. the Notice;
- l. the Commitment to Issue Policy;
- m. the Commitment Conditions;
- n. Schedule A;
- o. Schedule B, Part I–Requirements; and
- p. Schedule B, Part II–Exceptions; and
- q.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 is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

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r. 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.

s. The Company is not 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.

t. The Company is only liable 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.

u. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

v. The Company is not liable for the content of the Transaction Identification Data, if any.

w. The Company is not 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.

x. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

y. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

z. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

aa. 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.

ab. 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.

ac. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

ad. 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 IS 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 closing, settlement, escrow, or any other purpose.

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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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>.

PIONEER TITLE INSURANCE AGENCY, LC

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Privacy Policy Notice

Purpose Of This Notice

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits a 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 **Pioneer Title Insurance Agency, LC** and **Old Republic 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 your 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 our nonpublic personal information.

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