



**ALTA 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 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, WFG National Title Insurance Company, a(n) 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 Amount of Insurance 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.

**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.

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- 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:
  - 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 is not 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 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.
  - c. 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.
  - d. 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.
  - e. The Company is not liable for the content of the Transaction Identification Data, if any.
  - f. 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.
  - g. 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**
  - a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.


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- b. 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.
  - c. 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 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>.

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**WFG NATIONAL TITLE INSURANCE COMPANY**  
12909 SW 68th Pkwy. Suite 350,, Portland, OR  
97223



By:   
\_\_\_\_\_  
President

By:   
\_\_\_\_\_  
Secretary

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**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: Alpine Legal Title Insurance Agency  
 Issuing Office: 7985 South 700 East  
 Sandy, UT 84070  
 Issuing Office's ALTA® Registry ID: 590479  
 Loan ID Number:  
 Commitment Number: 124-0703  
 Issuing Office File Number: 124-0703  
 Property Address: Unassigned, Eden, UT 84310  
 Revision Number:

**SCHEDULE A**

1. Commitment Date: June 28, 2024 8:00 AM
2. Policy to be issued:
  - (a) 2021 ALTA Loan Policy

Proposed Insured: **RZ Growth Finance LLC, Its Successors And/Or Assigns**  
**83 South Main Street, Canandaigua, NY 14424**

Proposed Amount of Insurance: **\$1.00**  
 The estate or interest to be insured: **fee simple**
3. The estate or interest in the Land at the Commitment Date is:  
 fee simple
4. The Title is, at the Commitment Date, vested in:  
 Sundown 22 Units, LLC, a Limited Liability Company
5. The land is described as follows:  
 The land is described as set forth in Exhibit A attached hereto and made a part hereof.

**ALPINE LEGAL TITLE INSURANCE AGENCY**

7985 South 700 East, Sandy, UT 84070  
 Telephone: (801) 883-9499

**WFG NATIONAL TITLE INSURANCE COMPANY**

12909 SW 68th Pkwy. Suite 350,, Portland, OR  
 97223


Countersigned by:



Alpine Legal Title Insurance Agency, License  
 #590479



By:   
 President

By:   
 Secretary

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**SCHEDULE B, PART I – Requirements**

All of the following Requirements must be met:

1. Pay the full consideration to, or for the account of, the grantors or mortgagors.
2. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
3. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed, that contractor, sub-contractors, labor and materialmen are all paid, and have released of record all liens or notice of intent to perfect a lien for labor or material.
4. Pay all premiums, fees and charges for this report, and any Policy issued hereunder.
5. Provide the Company, in writing, with instructions as to the full nature of the transaction, including but not limited to: Names of any party not referred to in this form who will receive an interest in the land, or who will be named as a proposed insured (Owner and/or Lender) and amounts (Owners and/or Lenders) of policies to be issued. Additional requirements or exceptions may then be made.
6. NOTICE TO APPLICANT: The land covered herein may be sewed by districts or service companies and/or municipalities which assess charges for water, sewer, electricity and other utilities, etc., which are not covered by this form or insured under a Title Insurance Policy issued hereunder.
7. NOTES FOR INFORMATIONAL PURPOSES ONLY:

NOTE: A search of the name(s) of the vestee(s) herein on the Office of Foreign Assets Control (OFAC) site disclosed:

NOTE: Bankruptcy Search the name(s) of the vestee(s) herein revealed the following matter(s):

8. Pay the full consideration to, or for the account of, the grantors or mortgagors.
9. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
10. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed, that contractor, sub-contractors, labor and materialmen are all paid, and have released of record all liens or notice of intent to perfect a lien for labor or material.
11. Pay all premiums, fees and charges for this report, and any Policy issued hereunder.
12. Provide the Company, in writing, with instructions as to the full nature of the transaction, including but not limited to: Names of any party not referred to in this form who will receive an interest in the land, or who will be named as a proposed insured (Owner and/or Lender) and amounts (Owners and/or Lenders) of policies to be issued. Additional requirements or exceptions may then be made.
13. NOTICE TO APPLICANT: The land covered herein may be sewed by districts or service companies and/or municipalities which assess charges for water, sewer, electricity and other utilities, etc., which are not covered by this form or insured under a Title Insurance Policy issued hereunder.

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14. A Deed of Trust from Sundown 22 Units, LLC, a Limited Liability Company, securing an indebtedness recorded in the official records of Weber County Recording Office to be satisfied and released.

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**SCHEDULE B, PART II – Exceptions**

**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 conditions 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. 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:

**CHAIN OF TITLE INFORMATION**

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

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## INFORMATIONAL NOTES

NOTE 1: All of the recording information contained herein refers to the Public Records of County and State contained within the legal description on Schedule A, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Record Books of said county, unless indicated to the contrary

NOTE 2: As to any and all covenants and restrictions set forth herein, the following is added: "but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that said covenant(s): (a) is/are exempt under Chapter 42, Section 3607 of the United States Code; or (b) relates to a handicap, but does not discriminate against handicapped persons."

NOTE 3: Due to current conflicts or potential conflicts between state and federal law, which conflicts may extend to local law, regarding marijuana, if the transaction to be insured involves property which is currently used or is to be used in connection with a marijuana enterprise, including but not limited to the cultivation, storage, distribution, transport, manufacture, or sale of marijuana and/or products containing marijuana, the Company declines to close or insure the transaction, and this Commitment shall automatically be considered null and void and of no force and effect.

10. Taxes for the year 2024 are now accruing but not yet due and payable. Taxes for the year 2023 were paid in the amount of \$0.00, plus fees and interest.
11. Taxes for the year 2024 are now accruing but not yet due and payable. Taxes for the year 2023 were paid in the amount of \$27.60, plus fees and interest.
12. Said property is within the boundaries of Eden and Tax District 490, and is subject to any charges and assessments levied thereunder.
13. 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.
14. Any and all water rights, claims or title to water.
15. 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.
16. Subject to the reservations for road and access contained in that certain Warranty Deed, recorded on June 9, 1971 in Book 968, Page 173 in the official records of the Weber County Recording Office.
17. Terms and provisions of a lease dated May 9, 1974 executed by Western American Development Corporation, Inc. and R.W. Davis Livestock Company as lessor and Utah Power and Light Company as lessee, recorded on May 9, 1974 in Book 1053, Page 229.
18. 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 on September 15, 1983 as Instrument #890166 in the official records of Weber County.
19. Subject to the Agreement, recorded on April 27, 1984 as Instrument #907298 in the official records of the Weber

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County Recording Office.

Subject to the amended Agreement, recorded on March 31, 2023 as Instrument #3278196 in the official records of the Weber County Recording Office.

Subject to the seconded amended Agreement, recorded on June 22, 2023 as Instrument #3287986 in the official records of the Weber County Recording Office.

20. Easements or claims of easements not recorded in the Public Records.
21. The terms and conditions contained in that certain Grant of Easement, recorded October 16, 1984 as Entry No. 921285 of official records in favor of Utah Power and Light Company.
22. 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 on January 25, 1987 as Instrument #1036528 of the Official Records.
23. 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.
24. Subject to the Weber/Cache County Line Adjustment, recorded on July 13, 1995 as Instrument #1353604 in the official records of the Weber County Recording Office.
25. Subject to the GRANT OF RIGHT-OF-WAY AND UTILITY EASEMENT, recorded on October 10, 2006 as Instrument #2214042 in the official records of the Weber County Recording Office.
26. Subject to the CONTRACT BY AND BETWEEN WEBER BASIN WATER CONSERVANCY DISTRICT AND WESTERN AMERICA HOLDING, LLC FOR THE SALE AND USE OF UNTREATED WATER, recorded on April 6, 2007 as Instrument #2171767 in the official records of the Weber County Recording Office.

Subject to the Amendment of said Agreement, recorded on June 17, 2011 as Instrument #2531006 in the official records of the Weber County Recording Office.

Subject to the Assignment of said Contract, recorded on October 23, 2013 as Instrument #2661030 in the official records of the Weber County Recording Office.

27. Subject to the WEBER COUNTY ZONING DEVELOPMENT AGREEMENT, recorded on November 12, 2012 as Instrument #2607988 in the official records of the Weber County Recording Office.

Subject to the First Amendment to said Agreement, recorded on July 12, 2019 as Instrument #2990685 in the official records of the Weber County Recording Office.

Subject to the Second Amendment to said Agreement, recorded on November 30, 2022 as Instrument #3265109 in the official records of the Weber County Recording Office.

28. Subject to any Rollback Tax Assessments which may be levied under the 1969 Farmland Assessment Act as contained in that certain APPLICATION FOR ASSESSMENT AND TAXATION OF AGRICULTURAL LAND, recorded on May 1, 2015 as Instrument #2733517 in the official records of the Weber County Recording Office.

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29. Subject to the WEBER COUNTY ZONING DEVELOPMENT AGREEMENT, recorded on July 14, 2015 as Instrument #2717835 in the official records of the Weber County Recording Office.

Subject to the NOTICE OF MASTER DEVELOPMENT AGREEMENT CONCEPT AREA PLAN AMENDMENT, recorded on January 23, 2023 as Instrument #3270785 in the official records of the Weber County Recording Office.

30. Subject to the RECIPROCAL EASEMENT AGREEMENT, recorded on July 11, 2022 as Instrument #3245315 in the official records of the Weber County Recording Office.
31. Subject to the GRANT OF EASEMENTS AND AGREEMENT, recorded on July 13, 2022 as Instrument #3245619 in the official records of the Weber County Recording Office.
32. Subject to the WATER LINE EASEMENT, recorded on November 3, 2015 as Instrument #2764075 in the official records of the Weber County Recording Office.
33. 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: Sundown 22 Units, LLC
34. Subject to the WITHDRAWAL OF APPLICATION (GREENBELT), recorded on February 27, 2024 as Instrument #3315764 in the official records of the Weber County Recording Office.
35. Subject to the NOTICE OF CONSTRUCTION LIEN, filed by Geneva Rock Products in the amount of \$87,141.73, recorded on June 24, 2024 as Instrument #3330272 in the official records of the Weber County Recording Office.
36. 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:

Flagstaff Holdings and Investments, LLC a Utah limited liability company to Sundown 22 Units, LLC, a Limited Liability Company by deed dated 11/01/2023 and recorded on 11/02/2023 as Instrument Number 3304012 in the Official Records of the Weber County Recording Office.

SMHG Landco, LLC, a Delaware Limited Liability Company to Flagstaff Holdings and Investments, LLC, a Utah Limited Liability Company by deed dated 10/31/2023 and recorded on 11/01/2023 as Instrument Number 3303910 in the Official Records of the Weber County Recording Office.

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**EXHIBIT "A"**

The Land referred to herein below is situated in the County of Weber, State of Utah and is described as follows:

LOCATED IN THE NORTH HALF OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, WEBER COUNTY, UTAH

BASIS OF BEARINGS BEING NORTH 89°55'51" WEST ALONG THE LINE BETWEEN THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AND THE MONUMENT AT THE INTERSECTION OF THE WEBER/CACHE COUNTY LINE

BEGINNING AT A POINT BEING SOUTH 633.63 FEET AND WEST 1117.01 FEET, FROM THE MONUMENT FOUND AT THE INTERSECTION OF THE WEBER/CACHE COUNTY LINE, SAID POINT ALSO BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF HIGHWAY 158; RUNNING THENCE S41°17'45" E FOR 553.08 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF HIGHWAY 158; THENCE ALONG HIGHWAY 158 THE FOLLOWING 8 CALLS: 1) THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 708.18 FEET, THROUGH A CENTRAL ANGLE OF 00°21'08" (CHORD BEARING AND DISTANCE OF S82°32'54"W 4.35 FEET) FOR AN ARC DISTANCE OF 4.35 FEET; 2) THENCE S82°22'21"W FOR 114.26 FEET; 3) THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 1364.15 FEET, THROUGH A CENTRAL ANGLE OF 08°05'23" (CHORD BEARING AND DISTANCE OF S86°25'02"W 192.45 FEET) FOR AN ARC DISTANCE OF 192.61 FEET; 4) THENCE N89°32'20"W FOR 422.35 FEET; 5) THENCE N54°14'44"E FOR 161.73 FEET; 6) THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 438.78 FEET, THROUGH A CENTRAL ANGLE OF 26°04'07" (CHORD BEARING AND DISTANCE OF N41°12'41"E 197.92 FEET) FOR AN ARC DISTANCE OF 199.64 FEET; 7) THENCE N28°10'38"E FOR 219.11 FEET; 8) THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 132.10 FEET, THROUGH A CENTRAL ANGLE OF 01°29'56" (CHORD BEARING AND DISTANCE OF N29°00'39"E 3.84 FEET) FOR AN ARC DISTANCE OF 3.84 FEET TO THE POINT OF BEGINNING

BEING THE COMBINATION OF PARCEL NUMBERS 22-001-0045 AND 22-001-0046

*This page is only a part of a 2021 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.*

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**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:

**Property: Unassigned, Eden, UT 84310**

SMHG Landco, LLC, a Delaware Limited Liability Company to Flagstaff Holdings and Investments, LLC a Utah limited liability company by deed dated 10/31/2023 and recorded on 11/01/2023 as Instrument Number 3303910 in the Official Records of the Weber County Recording Office.

Flagstaff Holdings and Investments, LLC a Utah limited liability company to Sundown 22 Units, LLC, a Limited Liability Company by deed dated 11/01/2023 and recorded on 11/02/2023 as Instrument Number 3304012 in the Official Records of the Weber County Recording Office.

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