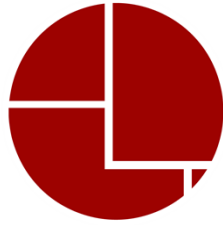


File Number: NTWE-122613

Main Branch – Logan

160 North Main Street
Logan, Utah 84321
435-752-3600



NORTHERN TITLE

“Good Deeds Done Daily!”

Draper Office:

584 East 12300 South Ste #4
Draper, Utah 84020
801-218-2300

Tremonton Office:

472 West Main Street #4
Tremonton, Utah 84337
435-207-4040

Springville Office:

1190 North Main, Suite #7
Springville, Utah 84663
801-704-5280

Ogden Office:

2650 Washington Blvd, Suite 208
Ogden, Utah 84401
385-333-7215

Grantsville Office:

225 East Main Street Suite F
Grantsville, Utah 84029
435-241-4458

COMMITMENT FOR TITLE INSURANCE

Westcor Land Title Insurance Company, a California corporation (“Company”), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

<p align="center">BUYER/BORROWER:</p> <p align="center">Heritage Land Holdings, LLC</p>	<p align="center">SELLER/OWNER:</p> <p align="center">3900 West/Taylor Partners LLC</p>
<p align="center">SELLING AGENT:</p> <p align="center">KW Success Keller Williams Realty Bear Phelps (801) 548-1992</p>	<p align="center">LISTING AGENT:</p>
<p align="center">LENDER:</p> <p align="center">Academy Construction Lending, LC</p>	<p align="center">BROKER:</p>



ALTA Commitment Form
(Adopted 06-17-06) (Revised 08-01-2016)

COMMITMENT FOR TITLE INSURANCE
ISSUED BY
WESTCOR LAND 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, WESTCOR LAND TITLE INSURANCE COMPANY, a California 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 six (6) months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:
Northern Title Company

WESTCOR LAND TITLE INSURANCE COMPANY



By: Mary O'Kann M
President
Attest: Patricia H. Power
Secretary

This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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 signed 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; and
- (f) Schedule B, Part II—Exceptions; and
- (g) signed 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.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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 signed by the Company or its issuing agent that may be in electronic form.

- (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.
- (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>.]

This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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 signed by the Company or its issuing agent that may be in electronic form.

Closing/Escrow inquiries to:

David B. Freeman

(435) 752-3600 x112

davidf@northerntitle.net

All inquiries regarding this report should be directed to:

Garrett Mansell

(435) 752-3600 x113

garrettm@northerntitle.net

SCHEDULE A

Order No. NTWE-122613

1. Effective Date: April 4, 2023 7:00AM

2. Policy or policies to be issued:

A. 2006 ALTA Owner's

Proposed Insured:

Amount: \$0.00

Premium: \$0.00

B. 2006 ALTA Loan

Proposed Insured:

Amount: \$0.00

Premium: \$0.00

C. Endorsements:.

3. The estate or interest in the land described in the Commitment and covered herein is:

FEE SIMPLE

4. Title to the estate or interest referred to herein is at the effective date hereof vested in:

Heritage Land Holdings, LLC

5. The land referred to in this Commitment is in the State of UT, County of **Weber** and is described as follows:

See Attached Exhibit "A"

PROPERTY ADDRESS: Taylors Landing, Phase 4, UT

EXHIBIT "A"

PARCEL 1: (15-078-0185)

PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN MONUMENTED WITH A BRASS CAP; THENCE S 89°13'14" E 913.30 FEET ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE N 00°48'39" E 539.29 FEET TO THE POINT OF BEGINNING AND RUNNING THENCE ALONG THE BOUNDARY OF SUNSET EQUESTRIAN CLUSTER SUBDIVISION, PHASE 1 THE NEXT SIX COURSES:

1) THENCE N 89°15'58" W 374.19 FEET;
2) THENCE N 00°49'20" E 549.64 FEET;
3) THENCE S 89°10'40" E 35.00 FEET;
4) THENCE N 00°49'20" E 120.00 FEET;
5) THENCE N 02°19'25" E 66.02 FEET;
6) THENCE N 00°49'20" E 325.87 FEET;
THENCE N 00°51'36" E 113.67 FEET;
THENCE S 89°10'40" E 145.37 FEET;
THENCE N 83°58'36" E 66.47 FEET;
THENCE S 89°09'17" E 150.00 FEET;
THENCE S 00°46'08" W 450.00 FEET;
THENCE S 00°46'08" W 75.00 FEET CONTINUING ALONG SAID LINE;
THENCE S 49°22'51" E 15.63 FEET;
THENCE S 00°46'08" W 479.80 FEET;
THENCE S 29°04'01" E 76.38 FEET;
THENCE S 00°46'08" W 101.92 FEET;
THENCE N 88°48'29" W 75.08 FEET TO THE POINT OF BEGINNING.

PARCEL 2: (15-078-0186)

OPEN SPACE:

PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN MONUMENTED WITH A BRASS CAP; THENCE SOUTH 89 DEG. 13'14" EAST 2648.17 FEET ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28 TO THE CENTER QUARTER CORNER OF SECTION 28; THENCE NORTH 00 DEG. 42'57" EAST 1327.58 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28 TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28 AND THE POINT OF BEGINNING AND RUNNING THENCE NORTH 00 DEG. 42'57" EAST 1.96 FEET; THENCE NORTH 89 DEG. 13'14" WEST 164.84 FEET; THENCE NORTH 00 DEG. 42'57" EAST 1,175.87 FEET; THENCE SOUTH 89 DEG. 07'58" EAST 90.11 FEET; THENCE NORTH 00 DEG. 52'02" EAST 150.00 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE SOUTH 89 DEG. 07'58" EAST 74.33 FEET ALONG SAID NORTH LINE TO THE NORTH QUARTER CORNER OF SAID SECTION 28; THENCE SOUTH 89 DEG. 15'08" EAST 333.86 FEET ALONG THE NORTH LINE TO THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE SOUTH 00 DEG. 37'17" EAST 1,328.06 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE NORTH 89 DEG. 14'11" WEST 364.85 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

PARCELS 1 AND 2 TOGETHER TO BE KNOWN AS TAYLOR LANDING PHASE 4.

LESS AND EXCEPTING FROM PARCEL 2 THE FOLLOWING:

PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN DESCRIBED AS FOLLOWS:

Order No. NTWE-122613

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN MONUMENTED WITH A BRASS CAP; THENCE SOUTH 89 DEG. 13'14" EAST 2648.17 FEET ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28 TO THE CENTER SECTION CORNER OF SECTION 28; THENCE NORTH 00 DEG. 42'57" EAST 1349.58 FEET ALONG THE NORTH-SOUTH QUARTER SECTION LINE; THENCE NORTH 89 DEG. 17'03" WEST 33.00 FEET TO THE POINT OF BEGINNING AND RUNNING THENCE NORTH 89 DEG. 13'14" WEST 100.00 FEET; THENCE NORTH 00 DEG. 42'57" EAST 100.00 FEET; THENCE SOUTH 89 DEG. 13'14" EAST 100.00 FEET; THENCE SOUTH 00 DEG. 42'57" WEST 100.00 FEET TO THE POINT OF BEGINNING

SCHEDULE B - SECTION 1

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 property authorized, executed, delivered and recorded in the Public Records.

In addition to the foregoing, the following requirements must be complied with, to-wit:

1. Payoff Deed of Trust disclosed in Schedule B Part 2.
2. Execute Deed of Trust that will be insured.

SCHEDULE B-SECTION II
EXCEPTIONS FROM COVERAGE

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:

PART ONE:

1. (a) Taxes or assessments that 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; (b) proceedings, by a public agency that 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.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate land survey of Land 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. 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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

*Paragraphs 1 through 7 will not appear as printed exceptions on extended coverage policies, except as to such parts thereof which may be typed as a Special Exception in Schedule B-Section 2.

SCHEDULE B - PART 2

SPECIAL EXCEPTIONS:

1. Taxes for the year 2023 are now a lien, not yet due or payable.
Tax Serial No. 15-078-0185

Taxes for the year 2022 have been paid in the amount of \$65,157.39
Parent Parcel No. 15-078-0176

2. Taxes for the year 2023 are now a lien, not yet due or payable.
Tax Serial No. 15-078-0186

Taxes for the year 2022 have been paid in the amount of \$19,668.17
Parent Parcel No. 15-078-0182

3. Said property may be included within the taxing assessment district of Taylor/West Weber Culinary Water and Weber County Fire Service Area 4, Weber County, Utah and may be subject to the charges and assessments thereof. (Charges are current according to the information available from the county records.)

4. Any water rights or claims or title to water in or under the Land.

5. Mineral rights, claims or title to minerals in or under the land, including but not limited to metals, oil, gas, coal, or other hydrocarbons, sand, gravel or stone, and easements or other rights relating thereto, whether express, implied, recorded or unrecorded.

6. Subject to all existing roads, streets, alleys, fences, ditches, reservoirs, utilities, canals, pipelines, power, telephone, cable, fiber optic, sewer, gas, or water lines, and right of way and easements thereof.

7. An Easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To: The Mountain States Telephone and Telegraph Company, A Colorado Corporation
Purpose: Public Utilities Easement
Recorded: January 3, 1919
Book/Page: [N/259](#)

8. An Easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To: American Telephone and Telegraph Company of Wyoming
Purpose: Public Utilities Easement
Recorded: May 31, 1929
Book/Page: [S/147](#)

9. An Easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted To: American Telephone and Telegraph Company of Wyoming
Purpose: Public Utilities Easement
Recorded: July 9, 1929
Book/Page: [S/192](#)

10. EASEMENT

Grantee: State of Utah, acting through the Board of Water Resources
Recorded: May 17, 1996
Entry No.: 1406858
Book/Page: [1806/2985](#)

Notice of Satisfaction of Contract and Conveyance of Property and Easement recorded August 19, 2022 as [Entry No.3251232](#) of Official Records.

11. EASEMENT FOR IRRIGATION PIPELINE

Recorded: June 16, 1997
Entry No.: 1477342
Book/Page: [1867/119](#)

12. EASEMENT

Grantee: Central Weber Sewer Improvement District
Recorded: February 8, 2001
Entry No.: 1750929
Book/Page: [2115/1397](#)

Perpetual Easement and the terms and conditions therein recorded February 08, 2001 as [Entry No. 1750930](#) in Book 2115 at Page 1401 of Official Records.

Perpetual Easement and the terms and conditions therein recorded February 08, 2001 as [Entry No. 1750931](#) in Book 2115 at Page 1408 of Official Records.

Perpetual Easement and the terms and conditions therein recorded February 08, 2001 as [Entry No. 1750932](#) in Book 2115 at Page 1412 of Official Records.

Perpetual Easement and the terms and conditions therein recorded February 08, 2001 as [Entry No. 1750934](#) in Book 2115 at Page 1427 of Official Records.

Perpetual Easement and the terms and conditions therein recorded February 08, 2001 as [Entry No. 1750935](#) in Book 2115 at Page 1433 of Official Records.

Perpetual Easement and the terms and conditions therein recorded February 08, 2001 as [Entry No. 1750936](#) in Book 2115 at Page 1439 of Official Records.

Perpetual Easement and the terms and conditions therein recorded February 08, 2001 as [Entry No. 1750937](#) in Book 2115 at Page 1445 of Official Records.

Perpetual Easement and the terms and conditions therein recorded February 08, 2001 as [Entry No. 1750938](#) in Book 2115 at Page 1451 of Official Records.

13. RESOLUTION NO. 27-2012

Recorded: December 13, 2012
Entry No.: [2610456](#)

14. Notice of Creation of the Northern Utah Environmental Resource Agency ("NUERA")

Recorded: January 20, 2015
Entry No.: [2718461](#)

15. Covenants, conditions, and restrictions in the declaration of restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, 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.

Entry No.: [2931911](#)

16. DEED OF TRUST

A deed of trust to secure indebtedness in the amount shown below, and any other obligations secured thereby.

Trustor: Heritage Land Holdings, LLC
Trustee: Northern title company Inc.
Beneficiary: Duane and Marci Shaw Foundation, Inc.
Amount: \$1,080,000.00
Dated: October 24, 2002
Recorded: October 27, 2022
Entry No.: 3261215

17. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws. Consideration for the deletion of this exception is highly fact intensive. Please contact the underwriter assigned to your file as soon as possible to discuss.

18. Subject to any entities/individuals that have active filings for mechanic lien rights as disclosed by the Utah State Construction Registry. Said entities together with any other entities/individuals who have a valid lien right will be required to be paid at or prior to closing and a release/withdrawal be filed with the Utah State Construction Registry.

There are filings on the SCR that will need to be paid and/or withdrawn before a new Deed of Trust can be filed with the county recorder

SCHEDULE B - PART 2

SPECIAL EXCEPTIONS:

NOTE: Judgments, State and Federal Tax Liens were checked on the following names, and if any were found, are disclosed herein:

Heritage Land Holdings, LLC
3900 West/Taylor Partners LLC

NOTE: In the event this transaction fails to close, a cancellation fee may be charged for services rendered in accordance with the rates that are on file with the Commissioner of Insurance of the State of Utah.

Examiner



Note: The policy to be issued 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.

Chain of Title including all Vesting Deeds recorded in the past 24 months:

ACCORDING TO THE OFFICIAL RECORDS, THERE HAVE BEEN NO DOCUMENTS CONVEYING THE LAND DESCRIBED HEREIN WITH A PERIOD OF 24 MONTHS PRIOR TO THE DATE OF THIS COMMITMENT EXCEPT AS FOLLOWS:

WARRANTY DEED

Grantor:	3900 WEST/TAYLR PARTNERS, LLC
Grantee:	Heritage Land Holdings, LLC
Recorded:	October 27, 2022
Entry No.:	3261212

Northern Title Company
June 7, 2022

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information") and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From application or other forms we receive from you, or you authorized representative;
- From your transactions with, or from the services being performed by us, our affiliates, or others;
- From our internet websites;
- From the public records maintained by government entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information from unwanted access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

- To agents, brokers, or representatives, to provide you with services you have requested;
- To third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- To others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction, or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Rights to Access Your Personal Information and Ability to Correct Errors or Changes or Deletions

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request corrections, amendment, or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Northern Title Company
160 North Main
Logan, UT 84321

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause.

Northern Title Company
June 7, 2022

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information") and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From application or other forms we receive from you, or you authorized representative;
- From your transactions with, or from the services being performed by us, our affiliates, or others;
- From our internet websites;
- From the public records maintained by government entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information from unwanted access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

- To agents, brokers, or representatives, to provide you with services you have requested;
- To third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- To others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction, or relationship with you.

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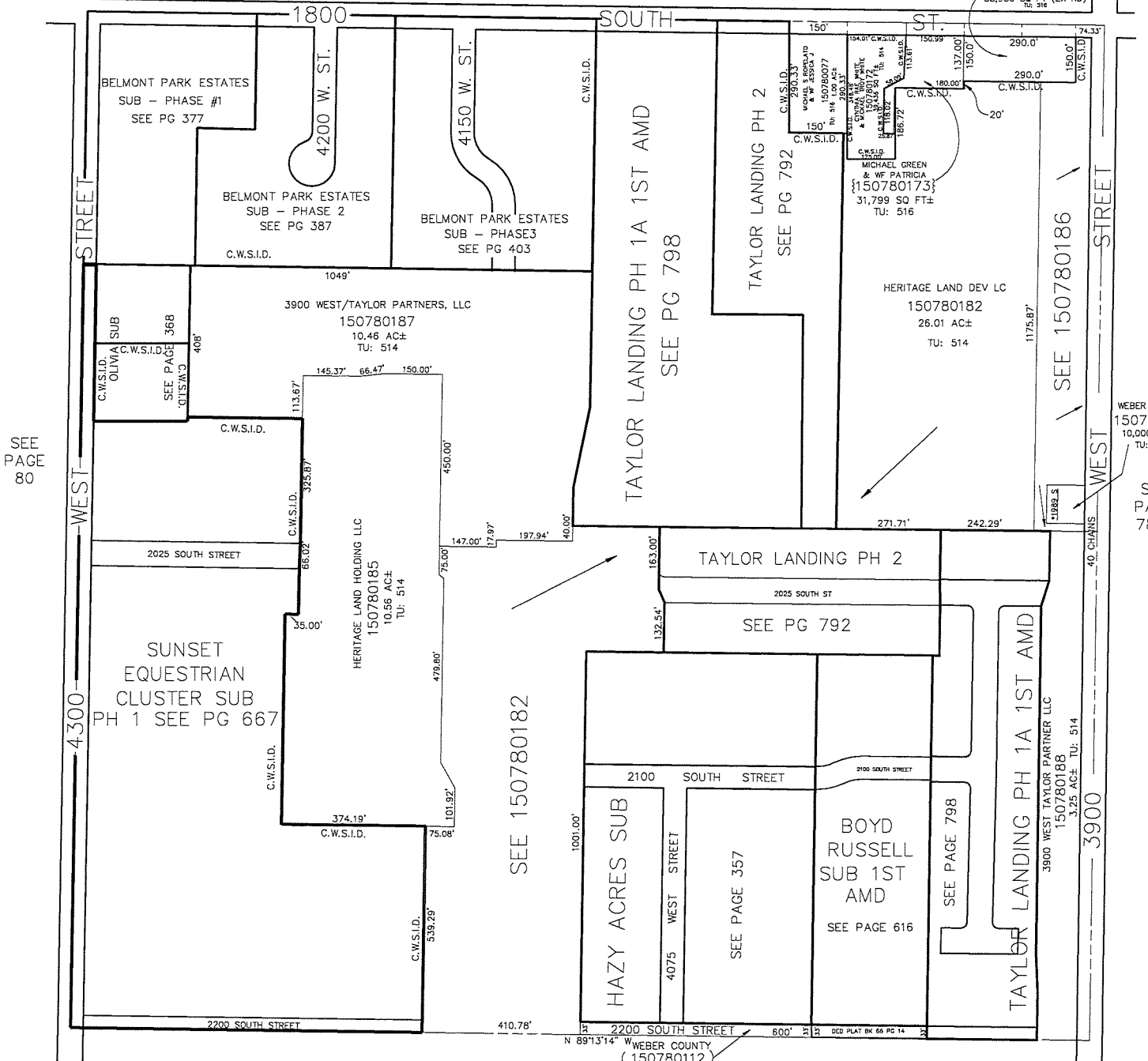
N.W. 1/4
SECTION 28, T.6N., R.2W., S.L.B. & M.

IN WEBER COUNTY
SCALE 1" = 200'

TAXING UNIT: 53,377,514, 516

SEE PAGE 57

ROPELATO FAM LIV TRUST
DTD 04-05-2017
{150780044}
33,930 SQ FT (EX RD)



SEE PAGE 80

WEBER COUNTY
150780174
10,000 SQ FT
TU: 514

SEE PAGE 78-1

SEE 150780182

SEE 150780186

SEE PAGE 78-3

WEBER COUNTY
(150780112)
19,800 SQ FT
TU: 53

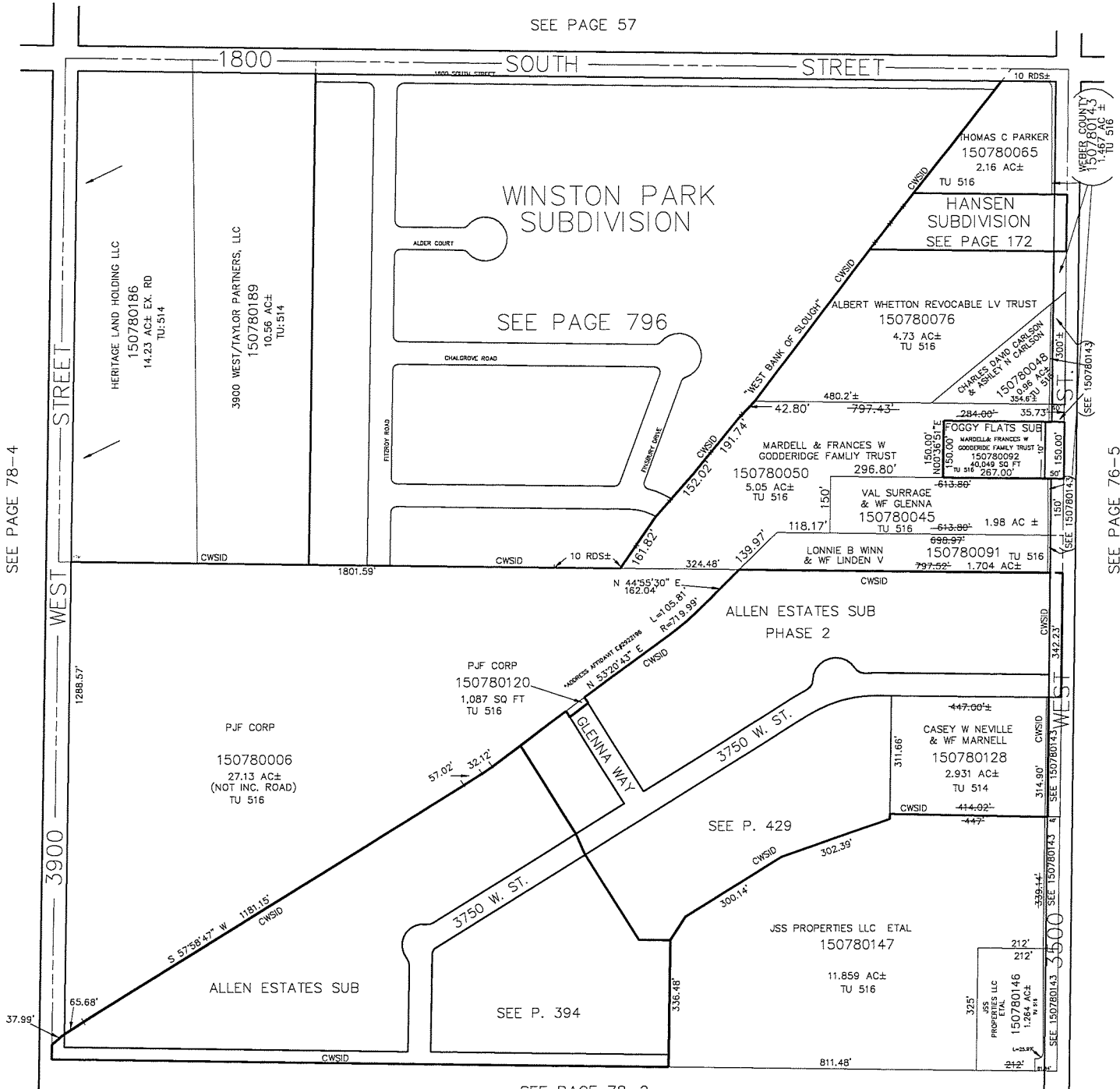
*ADDRESS AFFIDAVIT E#3223766, E#3239337

N.E. 1/4
SECTION 28, T.6N., R.2W., S.L.B. & M.

IN WEBER COUNTY
SCALE 1" = 200'

TAXING UNIT: 514, 516

SEE PAGE 57



SEE PAGE 78-2

FOR TAX PURPOSES ONLY

SEE PAGE 78-4

SEE PAGE 76-5



Notice of Privacy Policy

of

Westcor Land Title Insurance Company

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

Who is Covered

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can also be found on WLTIC's website at www.wltic.com.