



ESCROW OFFICER

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File No. 077251

# F. Y. I. Sheet

**SELLER**

Bradley David Miller and Kristina L. Miller

**BUYER**

A Natural Person or Legal Entity To Be  
Determined

**PROPERTY**

3905 N 3175 W  
Ogden, UT 84404

**LISTING AGENT**

FSBO  
FSBO FSBO

**SELLING AGENT**

**LENDER**

Plat Map(s) [PLAT](#)

Vesting Document(s) Bradley David Miller and Kristina L. Miller, husband  
and wife as joint tenants [VESTING](#)

Exception Documents

[TAXES](#)  
[TD 3213305](#)  
[NOTICE 3333226](#)

Additional Documents  
Items to be aware of

*This "FYI sheet" is NOT a commitment to issue title insurance.*

*It is for informational purposes ONLY. It is being provided as a courtesy and is in no way intended to replace or substitute the Title Commitment being issued.  
The recipient is hereby advised to thoroughly read the Commitment for Title Insurance in order to understand the exceptions and requirements necessary for  
the desired policy to be issued by US Title Insurance Agency, LLC, its affiliates and underwriter.*





**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 EXTRA CONTRACTUAL 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 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.

This page is only 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.

**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



## 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.
- (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>.





**Agent for  
First National Title Insurance Company**

**COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE A**

Effective Date: July 8, 2024 at 8:00 AM

Commitment No.: 077251

1. Policy or Policies to be issued: Amount Premium  
a. ALTA Standard Owner's Policy \$1,000.00 \$200.00  
Proposed Insured: A Natural Person or Legal Entity To Be Determined  
Endorsements:
2. The estate or interest in the land described or referred to in this Commitment and covered herein is Fee Simple as to Parcel 1 and an Easement Interest as to Parcel 1A and title thereto is at the effective date hereof vested in:  
Bradley David Miller and Kristina L. Miller, husband and wife as joint tenants VESTING
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:  
3905 N 3175 W, Ogden, UT 84404  
APN: 19-010-0032

A handwritten signature in black ink that reads "William Becker". The signature is written in a cursive, flowing style.

William Becker, Title Officer  
US Title Insurance Agency



## EXHIBIT "A"

### Parcel 1:

Part of the North 1/2 of Section 22, Township 7 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point which is West 532.96 feet and South 1800.31 feet from the North Quarter corner of said Section 22, and running thence South 1°31'30" West 325.00 feet; thence North 88°28'30" West 678.92 feet to the centerline of a drain; thence North 1°04'48" East 325.00 feet along said centerline; thence South 88°28'30" East 681.44 to the point of beginning.

### Parcel 1A:

Together with and subject to the following described right of way, being 30 feet each side and parallel to the following described right of way centerline: Part of the North 1/2 of Section 22, Township 7 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point which is West 558.91 feet and South 2774.97 feet from the North Quarter corner of said Section, and running thence North 1°31'30" East 2673 feet to the South right of way line of 4000 North Street.

Situated in Weber County, State of Utah

APN: 19-010-0032



# COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B - PART I (Requirements)

Commitment No.: 077251

The following are the requirements to be complied with:

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. Warranty Deed executed by Bradley David Miller and Kristina L. Miller to A Natural Person or Legal Entity To Be Determined conveying fee simple title.
6. Trust Deed securing your note executed by A Natural Person or Legal Entity To Be Determined.
7. Release(s) or reconveyance(s) for Exception No.(s) 23 and 24.
8. Provide evidence of payment in full from those parties that have filed Preliminary Notices in the SCR to remove Exception No.(s) 25.
9. TO REMOVE EXCEPTION NUMBERS 2, 3 AND 4, FROM SCHEDULE B HEREOF, THE COMPANY MAY REQUIRE EITHER/OR AN ALTA/ASCM SURVEY OF LAND OR AN INSPECTION OF SAID PROPERTY AT THE OPTION OF THE COMPANY.
10. 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.



# COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B - PART II (Exceptions)

Commitment No.: 077251

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. Taxes for the year 2024 now a lien, not yet due. General property taxes for the year 2023 were paid in the amount of \$4,925.48. Tax Parcel No. 19-010-0032.

### TAXES

9. Property is located within the following special improvement districts:  
DISTRICTS:  
Weber County  
Weber County Schools  
Bona Vista Water  
Plain City Cemetery  
Weber Co. Fire Service Area No. 4  
Weber Area Dispatch 911 and Emergency Service District  
Northern Utah Environmental Resource Agency
10. Resolution No. 27-2012 of the Board of County Commissioners of Weber County, Utah, confirming the tax to be levied for municipal services provided to the unincorporated area of Weber County, recorded December 13, 2012 as Entry No. 2610456 of Official Records.
11. Any rights, title, or interest in any minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds whether in solid, liquid, or gaseous form, and all steam and other forms of thermal energy on, in, or under the land.
12. Any rights, claims, title and/or interest to water rights whether or not shown by the public records.



**SCHEDULE B - PART II**  
**(Exceptions - Continued)**

13. 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.
14. A Right of Way and or Easements first described on Schedule "A" herein, and any agreement(s) for maintenance thereof.
15. A right of way, in common with others, over the Easterly 30 feet of said property and a drainage line over the Westerly lot line as disclosed by various instruments of record.
16. A Grant of Easement dated May 21, 1929 in favor of American Telephone and Telegraph Company of Wyoming to install and construct, operate, replace and maintain telephone and telegraph facility(ies) therein, and all necessary fixtures thereto, recorded June 28, 1929 as Entry No. in Book 3P at Page 512 of Official Records.
17. Dedicated Private Road Easement recorded in Book 54 of Plats at Page 2 through 7.
18. Partnership Agreement, and the terms and conditions therein, dated September 1, 1970, by and Between: Irvn Higley, Ada Higley, Harvey W. Higley, and Joan Higley, recorded October 11, 1981 as Entry Number 848727 in Book 1394 at Page 800 of the official records.
19. The effect, if any, of that certain Higley Farm Landowners Agreement recorded December 29, 1981 as Entry No. 849570 in Book 1395 at Page 624 of Official Records. (Note: Said document was recorded without a Legal Description)
20. Utility Easement for the installation, maintenance and operation of public utilities, recorded April 22, 1997 as Entry No. 1466820 in Book 1858 at Page 12 of Official Records.
21. Easement in favor of Weber Basin Water Conservancy District, recorded October 12, 2000 as Entry No. 1731523 in Book 2096 at Page 253 of Official Records.
22. Matters as disclosed by that certain Survey dated April 10, 2017, prepared by Reeve & Associates, Inc., Registered Land Surveyor, License No. 9031945, Project No. 5246-01, and filed with the Weber County Surveyor as File No. 7041.
23. A Deed of Trust by and between Bradley David Miller and Kristina L. Miller as Trustor in favor of America First Federal Credit Union as Trustee and America First Federal Credit Union as Beneficiary, to secure an original indebtedness of \$380,000.00 and any other amounts or obligations secured thereby, dated January 24, 2022 and recorded January 25, 2022 as Entry No. 3213305 of Official Records.  
  
[TD 3213305](#)
24. Rebuild Notice, by Weber County Planning, and the terms, conditions, and limitations contained therein, recorded July 18, 2024 as Entry No. 3333226 of the official records.  
  
[NOTICE 3333226](#)
25. A search of the Construction Registry for the State of Utah reveals the following Preconstruction Services, Entry No: 11177960.

\* \* \* \* \*



**SCHEDULE B - PART II**  
**(Exceptions - Continued)**

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:

NONE

NOTE: The names of  
Bradley David Miller  
Kristina L. Miller

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: Darcy Gliko, (801)683-6901 and 1551 South Renaissance Towne Drive, Suite #101, Bountiful, UT 84010

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.



***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.