

Preliminary Report

frontiertitle

Insurance Agency, Inc.



(801) 528-7081



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Weber County Office

1893 E Skyline Dr
Suite 201
Ogden, UT 84403

Salt Lake County Office

10421 S Jordan Gateway
Suite 600
South Jordan, UT 84095

Utah County Office

3305 Mayflower Ave
Suite 2
Lehi, UT 84043



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 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, First National Title Insurance Company, a(n) Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed 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.
- 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

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- 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.
 - 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.

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- 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>.

FIRST NATIONAL TITLE INSURANCE COMPANY
2400 Dallas Parkway Ste. 200, Plano, TX 75093



By: 
President

By: 
Treasurer

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

Issuing Agent: Frontier Title Insurance Agency, Inc.

Issuing Office: 4591 N. 3150 E.

Liberty, UT 84310

Issuing Office's ALTA® Registry ID:

Loan ID Number:

Commitment Number: 25-3166

Issuing Office File Number: 25-3166

Property Address: 5074 E. Whispering Pines Ln, Eden, UT 84310

Revision Number:

SCHEDULE A

1. Commitment Date: October 27, 2025 at 8:00 AM
2. Policy to be issued:
 - (a) 2021 ALTA Homeowner's Policy

Proposed Insured:	T B. D
Proposed Amount of Insurance:	\$100,000.00
Policy Premium:	\$743.00
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:
Kevin Smith and Shannon Smith as Trustees of The KS Trust I Established 1 November 2005
5. The land is described as follows:
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

FRONTIER TITLE INSURANCE AGENCY, INC.

4591 N. 3150 E., Liberty, UT 84310

Telephone: (801) 528-9081

Countersigned by:

Frontier Title Insurance Agency, Inc., License
#461512By: 
PresidentBy: 
Treasurer

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SCHEDULE B, PART I – Requirements

All of the following Requirements must be met:

1. 3. Pay the premiums, fees, and charges for the Policy to the Company.
2. 2. Pay the agreed amount for the estate or interest to be insured.
3. 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.
4. 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.

Deed from _SELLER_ to the _BUYER_, conveying the subject property.

Deed of Trust/Mortgage from the _BUYER_ to the _Proposed Insured_, its successors and/or assigns, to secure a note in the amount set forth in _LOAN AMOUNT_.

- a) Deed from Kevin Smith and Shannon Smith as Trustees of The KS Trust I Established 1 November 2005 to T B. D conveying the land described under Schedule 'A'.

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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. 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 notices of such proceedings, whether or not shown by the records of such agency or by public record.
2. Any facts, rights, interests, 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, liens, or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are 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.
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 adverse claim based upon the assertion that (a) Some portion of the land forms the bed or bank of a navigable river or lake, or lies below the mean high water mark thereof; (b) The boundary of the land has been affected by a change in the course or water level of a navigable river or lake; (c) The land is subject to water rights, claims or title to water and to any law or governmental regulation pertaining to wetlands.
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 the Commitment.
9. General property taxes for the year 2025 now due and payable in the amount of \$ \$7,360.08. Tax Serial Number 20-198-0001.
10. Subject to the Covenant, Condition, or Restriction, recorded on August 7, 2006 as Instrument #2199116 in the official records of the Weber County Recording Office.
11. First Amendment to Declaration of Covenants, Conditions and Restrictions Recorded 17 May 2012 as Entry No. 2577027.
12. Second Amendment to Declaration of Covenants, Conditions and Restrictions Recorded 16 October 2020 as Entry No. 3093448.

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13. Third Amendment to Declaration of Covenants, Conditions and Restrictions Recorded 11 July 2023 as Entry No. 3290114.
14. A PUBLIC UTILITY and LOT DRAINAGE EASEMENT running along the line as disclosed on the recorded plat of said subdivision.
15. Subject to notes, restrictions, and easements, as shown on the plat map of the official records.
16. The effects of easements, restrictions, covenants, conditions, notes, building set-back lines, and rights of way for roads, ditches, canals, streams, rivers, telephone and transmission lines, drainage, utilities or other incidental purposes, over, under or across said property, which are of record or which may be ascertained by an inspection or accurate survey, including, without limitation, any easements, notes, restrictions, building site requirements, setback lines, or rights of way provided for in the official plat map or of record, if any.
17. Ordinance Creating and Establishing a County Service Area Recorded Dec. 22, 1981 as Entry No. 849262 in Book 1394 at Page 1772.
18. Subject to the Right Of Way Easement recorded on October 4, 1982 in Book 1410, Page 722 in Document No. 865210 in the official records of the Weber County Recording Office.
19. Protective Area Easement Recorded October 25, 1982 as Entry No. 866401 in Book 1411 at Page 1021.
20. Protective Area Easement Recorded October 25, 1982 as Entry No. 866402 in Book 1411 at Page 102.
21. Resolution No. 18-96 Creating and Establishing the Ogden Valley Natural Gas Improvement District Recorded 12 April 1996 as Entry No. 1399404 in Book 1801 at Page 295.
22. Resolution 25-96 Creating and Establishing the Ogden Valley Natural Gas Improvement District Recorded 18 June 1996 as Entry No. 1413086 in Book 1811 at Page 2786.
23. Land Use Agreement and Easement Recorded 27 May 2004 as Entry No. 2033685.
24. Subject to the Right Of Way Easement recorded on 7 July 2005 as Entry No. 2114416.
25. Resolution 23-2005 Creating and Establishing a Special Service Service District Throughout all of Weber County, to be known as the "Weber Area Dispatch 911 and Emergency Service District" Recorded 24 January 2006 as Entry No. 2156401.
26. Weber County Subdivision Improvement Agreement Recorded 7 August 2006 as Entry No. 2199129.
27. Resolution 27-2012 Confirming the Tax to be Levied for Municipal Services Provided to the Unincorporated Area of Weber County Recorded 13 December 2012 as Entry No. 2610456.
28. Notice of Reinvestment Fee Covenant Recorded 23 October 2013 as Entry No. 2661194.
29. Certificate of Creation of the NORTHERN UTAH ENVIRONMENTAL RESOURCE AGENCY ("NUREA") Recorded 20 January 2015 as Entry No. 2718461.
30. Resolution 12-2016 Approving the Dissolution of the Ogden Valley Natural Gas District Recorded 25 May 2016 as Entry No. 2795067.

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31. Certificate of Boundary Adjustment between the Ogden Valley Parks Service Area and the Eden Park Service Area Recorded 9 November 2017 as Entry No. 2889194.
32. Ogden Valley Parks Service Area Notice of Impending Boundary Action (Boundary Adjustment) Recorded 9 November 2017 as Entry No. 2889195.
33. Joint Resolution of Ogden Valley Parks Service Area (Resolution 4) and Eden Park Service District (Resolution 3) Approving an Adjustment of the Service Areas' Common Boundary Recorded 9 November 2017 as Entry No. 2889196.
34. Easement and Cost Sharing Agreement Recorded 17 October 2024 as Entry No. 3344026.

NOTE: The following names have been checked for judgments: Kevin Smith, Shannon Smith, The KS Trust I Established 1 November 2005
No unsatisfied judgments appear of record in the last eight years except as shown herein.

NOTE: According to Official Records, there have been no documents conveying the land described herein within 24 months prior to the date of this Commitment, except as follows:

None

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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:

ALL OF LOT 69, THE RESERVE AT CRIMSON RIDGE CLUSTER SUBDIVISION PHASE 1 1ST AMENDMENT, WEBER COUNTY, UTAH.

Together with a right and easement of use and enjoyment in and to the Common Areas and Private Streets described and provided for in the Declaration for the Reserve at Crimson Ridge (as said Declaration may have heretofore been amended or supplemented).

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