



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT – READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO 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, Old Republic National Title Insurance Company, a(n) Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 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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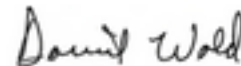
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT 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>.

**OLD REPUBLIC NATIONAL TITLE INSURANCE
COMPANY**

1408 North Westshore Blvd, Suite 900, Tampa, FL
33607



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: Prospect Title Insurance Agency, LLC

Issuing Office: 1480 E. Ridgeline Dr., Suite 102

South Ogden, UT 84405

Issuing Office's ALTA® Registry ID: 1227281

Loan ID Number:

Commitment Number: 113801-25

Issuing Office File Number: 113801-25

Property Address: Land, Liberty, UT 84310

Revision Number:

SCHEDULE A

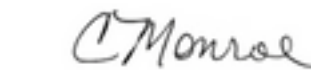
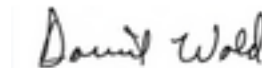
1. Commitment Date: July 10, 2025 at 8:00 AM
2. Policy to be issued:
 - (a) 2021 ALTA Owner's Policy

Proposed Insured:	TO BE DETERMINED
Proposed Amount of Insurance:	\$0
Policy Premium:	\$0.00
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:
Kyle Douglas and Aubree Douglas, husband and wife, as joint tenants
5. The land is described as follows:
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

PROSPECT TITLE INSURANCE AGENCY, LLC1480 E. Ridgeline Dr., Suite 102, South Ogden, UT
84405

Telephone: (801) 443-2270

Countersigned by:

Todd J. Christensen, License #84810
Prospect Title Insurance Agency, LLC, License
#859211**OLD REPUBLIC NATIONAL TITLE INSURANCE
COMPANY**1408 North Westshore Blvd, Suite 900, Tampa, FL
33607By: _____
PresidentBy: _____
Secretary

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SCHEDULE B, PART I – 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. Deed conveying title to TO BE DETERMINED, executed by Kyle Douglas and Aubree Douglas.
5. Deed of Trust securing your loan, executed by TO BE DETERMINED.
6. No existing Deed of Trust appears of record. If this information is not correct, please notify the Company as soon as possible to provide information regarding the existing loan.
7. Any assessments and/or charges that may be owing in said County Tax District(s).
8. Payment necessary to redeem the Greenbelt Rollback Taxes.
9. Indemnity Agreement (Mechanics' Liens) signed by SELLER(S).
10. Seller's Affidavit and Agreement signed by SELLER(S).

NOTE: This report may be subject to any matters which may be disclosed by said affidavit.

11. Prior to the recording of any vesting or encumbering deeds, an additional search of the State Construction Registry must be done.

NOTE: This report may be subject to any matters which may be disclosed by said search of the State Construction Registry.

12. After recording, a Notice of Completion must be filed with the State Construction Registry.
13. The Company requires the name of the proposed purchaser(s) in order to secure a search for any applicable judgment, tax and/or other statutory liens and matters. The company may then make additional exceptions and requirements.

NOTE: The following name(s) have been checked for Civil Judgments, State Judgments, State and Federal Tax Liens, and no unsatisfied judgments appear of record, except as shown in Schedule B-I herein:

Buyer(s)/Borrower(s):

Seller(s): Kyle Douglas and Aubree Douglas

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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 defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Taxes or assessments which are not now payable, or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessment on real property or by the public records.
3. Any facts, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession, or claiming to be in possession, thereof.
4. Easements, liens, encumbrances, or claims of easements, liens or encumbrances which are not shown by the public records.
5. 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.
6. Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, Indian treaty or aboriginal rights, including but not limited, easements or equitable servitudes, water rights, or claims or title to water.
7. Any liens, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

Note: Exceptions 1-7 will be deleted on any extended or expanded coverage loan policies.

8. General property taxes for the year 2025 are accruing and not yet due and payable in Weber County.

General property taxes for the year 2024 were paid in the amount of \$381.84 for Tax Serial No. 22-007-0112 in Weber County.

Current Tax Serial No. 22-007-0112.

9. Any special assessment taxes which are now or may be levied against said property by the City of Liberty for local improvements or services as may be therein provided.
10. Said property is within the boundaries of the Tax District 36 and is subject to the charges and/or the assessments of said District. For status of the account contact:
 - Weber Basin Water Conservancy District
 - Weber County Fire Protection Service Area No. 4
 - Weber County Service Area No. 5

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- Ogden Valley Natural Gas Improvement District
- Liberty Park

11. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, which becomes effective upon a change in the use of all or part of eligible land, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded November 13, 2023, as Entry No. 3305020, in the [official records](#).
12. Subject to all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipelines, transmission lines, fence lines, power, telephone, sewer, gas or water lines, rights of way, restrictions, and easements (if any) now existing over, under, or across subject property.
13. Claim, right, title or interest to water or water rights whether or not shown by the public records.
14. The effects, terms, conditions, restrictions, reservations, and limitations (if any) of the Right of Way and Maintenance Agreement in favor of Jess L. Wallace and Katherine Wallace, recorded June 14, 1996, as Entry No. 1412545, in Book 1811, at Page 1636, in the [official records](#).
15. The effects, terms, conditions, restrictions, reservations, and limitations (if any) of the Right of Way and Easement Grant with Maintenance Agreement in favor of Douglas C. Wheeler and Pauli Wheeler, husband and wife, recorded October 28, 1997, as Entry No. 1500991, in Book 1888, at Page 1586, in the [official records](#).
16. The effects, terms, conditions, restrictions, reservations, and limitations (if any) of the Notice of Access Easement in favor of Bruce H. Champion and Karen M. Champion, Trustees of the Champion Family Trust, dated August 10, 2021; and Susan Huntsman granted unto each other, a joint Easement to be used for ingress and egress and made appurtenant to the land, recorded February 2, 2023, as Entry No. 3272047, in the [official records](#).
17. Any rights, interests or easements in favor of the State of Utah, the United States of America, or the public which exist or are claimed to exist in and over the waters, beds and banks of the North Fork.
18. The effects, terms, conditions, restrictions, reservations, and limitations (if any) of the Petition to Weber Basin Water Conservancy District for the Allotment of Water, recorded March 13, 2024, as Entry No. 3317725, in the [official records](#).

There have been no deeds recorded in the past 24 months that would affect title to said property.

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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:

A PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 5100 NORTH STREET BEING LOCATED SOUTH 89°44'17" EAST 1396.26 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER AND SOUTH 00°14'27" WEST 59.49 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; RUNNING THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE SOUTH 89°45'33" EAST 531.01 FEET; THENCE SOUTH 00°14'27" WEST 600.49 FEET; THENCE NORTH 89°42'46" WEST 531.01 FEET; THENCE NORTH 00°14'27" EAST 600.06 FEET TO THE POINT OF BEGINNING.

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