

# Preliminary Report

# frontiertitle

Insurance Agency, Inc.



(801) 528-7081



(855) 772-2783



[www.frontiertitle.us](http://www.frontiertitle.us)

## 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



Attorneys  
Title Guaranty  
Fund, Inc.

## COMMITMENT FOR TITLE INSURANCE

### ISSUED BY

*Attorneys Title Guaranty Fund, Inc.*

### 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, Attorneys Title Guaranty Fund, Inc., a Colorado 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.

PCUT202302000495

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If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, Attorneys Title Guaranty Fund, Inc. has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

ATTORNEYS TITLE GUARANTY FUND, INC.



ERIC R. MORGAN  
PRESIDENT

Issued By  
Frontier Title Insurance Agency, Inc.

Member's Name

4591 North 3150 East, Liberty UT 84310  
Address

(801) 528-7081  
Telephone

**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.

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- 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.

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**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> .

**Transaction Identification Data for reference only:**

Issuing Agent: Frontier Title Insurance Agency, Inc.  
Issuing Office: 4591 North 3150 East, Liberty UT 84310  
Issuing Office's ALTA® Registry ID:  
Loan ID Number:  
Commitment Number: PCUT202302000495  
Issuing Office File Number: 2275  
Property Address: 5104 E Whispering Pines LN, Eden, Utah 84310

**SCHEDULE A**

1. Commitment Date: February 1, 2023 @ 8:00 a.m.
2. Policy or Policies to be issued: Premium
  - A. ALTA 2006 Owner's Policy, Amount TBD TBD  
Proposed Insured: **Kevin Smith and Shannon Smith as Trustees of the KS Trust 1 Established 1 November 2005**
  - B. ALTA 2006 Loan Policy, Policy Amount TBD TBD  
Proposed Insured: **Unknown**  
**and/or its successors and assigns as their interests may appear**  
Endorsements: **\$0.00**  
Additional Charges: **\$**  
Total **\$0.00**
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple
4. The Title is at the Commitment Date vested in: Kevin Smith and Shannon Smith as Trustees of the KS Trust 1 Established 1 November 2005
5. The land referred to in this Commitment is located in the County of WEBER , State of Utah, and is described as follows:

See Schedule C attached hereto.

For informational purposes only, the property address is: 5104 E Whispering Pines LN, Eden, Utah 84310



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Countersigned at Liberty, Utah  
Authorized Officer or Agent  
Member Number: 4365

**FOR INFORMATION OR SERVICES IN CONNECTION WITH THIS TRANSACTION, CONTACT:  
Frontier Title Insurance Agency, Inc., 4591 North 3150 East, Liberty UT 84310**

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Phone: (801) 528-7081, Fax:

Commitment Number: PCUT202302000495

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**SCHEDULE B, PART I  
Requirements**

All the following are the Requirements that must be met:

Item (a) 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.

Item (b) Pay the agreed amount for the estate or interest to be insured.

Item (c) Pay the premiums, fees, and charges for the Policy to the Company.

Item (d) 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.

Item (e) Payment of all taxes, charges and assessments, levied and assessed against the subject premises which are due and payable.

Item (f) If the applicant desires copies of any matters shown as exceptions in Schedule B - Section 2, the Company will furnish such upon request at no charge or a minimal charge as the case may be.

Item (g) Warranty Deed from the vested owners on Schedule A to the proposed insured.

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**SCHEDULE B, PART II**  
**Exceptions**

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. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. 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.
6. General property taxes for the year 2023 are accruing as a lien, but are not yet due and payable. Taxes for the year 2022 have been paid in the amount of \$2,286.24. Tax Serial Number 20-106-0010.
7. A PUBLIC UTILITY and LOT DRAINAGE EASEMENT running along the lot line as disclosed on the recorded plat of said subdivision.
8. Notes from Plat as may be disclosed on the recorded plat of said subdivision.
9. 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.
10. Ordinance Creating and Establishing a County Service Area Recorded Dec. 22, 1981 as Entry No. 849262 in Book 1394 at Page 1772.

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11. 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.
12. Protective Area Easement Recorded October 25, 1982 as Entry No. 866401 in Book 1411 at Page 1021.
13. Protective Area Easement Recorded October 25, 1982 as Entry No. 866402 in Book 1411 at Page 1023.
14. 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.
15. 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.
16. Land Use Agreement and Easement Recorded 27 May 2004 as Entry No. 2033685.
17. Subject to the Right Of Way Easement recorded on 7 July 2005 as Entry No. 2114416.
18. 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.
19. 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.
20. Weber County Subdivision Improvement Agreement Recorded 7 August 2006 as Entry No. 2199129.
21. First Amendment to Declaration of Covenants, Conditions and Restrictions Recorded 17 May 2012 as Entry No. 2577027.
22. 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.
23. Certificate of Creation of the NORTHERN UTAH ENVIRONMENTAL RESOURCE AGENCY ("NUREA") Recorded 20 January 2015 as Entry No. 2718461.
24. Resolution 12-2016 Approving the Dissolution of the Ogden Valley Natural Gas District Recorded 25 May 2016 as Entry No. 2795067.
25. 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.
26. Ogden Valley Parks Service Area Notice of Impending Boundary Action (Boundary Adjustment) Recorded 9 November 2017 as Entry No. 2889195.
27. Joint Resolution of Ogden Valley Parks Service Area (Resolution 4) and Eden Park

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Service District (Resolution 3) Approving an Adjustment of the Service Areas' Common Boundary Recorded 9 November 2017 as Entry No. 2889196.

28. Second Amendment to Declaration of Covenants, Conditions and Restrictions Recorded 16 October 2020 as Entry No. 3093448.

NOTE: The following names have been checked for judgments: Kevin Smith and Shannon Smith as Trustees of the KS Trust 1 Established 1 November 2005

No unsatisfied judgments appear of record in the last eight years except as shown herein.

NOTE: FOR INFORMATION PURPOSES ONLY: Official records indicate that, except for reconveyances and as indicated herein, the following transfers and/or conveyances of the subject property have taken place within the 24 months preceding the effective date of this Commitment:

The Owner's Policy of title insurance committed for in this Commitment, if any, shall contain, in addition to the Items set forth in Schedule B-Section 2, the following items: (1) The Deed of Trust, if any, required under Schedule B-Section 1, Item (b). (2) Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water; minerals, oil and gas; (3) Any and all unpaid taxes, assessments and unredeemed tax sales.

The ALTA Homeowner's Policy of title insurance committed for in this Commitment, if any, shall contain, in addition to the Items set forth in Schedule B-Section 2, the following items: (1) The Deed of Trust, if any, required under Schedule B-Section 1, Item (b); (2) Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water; oil and gas; (3) Real Estate taxes or assessments for the current year and taxes or special assessments which are not shown as existing liens at date of policy; (4) Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete survey of the land and inspection of the land; (5) Covenants, conditions, restrictions, setbacks, easements and/or servitudes appearing in the public records. This exception does not impair the coverage afforded by Covered Risks 12, 13, 23, 24, and 26; (6) Any lease, grant, exception, or reservation of minerals or mineral rights appearing in the public records. This exception does not impair the coverage afforded under Covered Risk 25; (7) Any violation, variation, or encroachment of a boundary wall or fence. This exception does not impair the coverage afforded under Covered Risks 21 and 22; (8) Any security deed, mortgage, deed of trust, judgment, lien or encumbrance of any kind which has been created, suffered, and assumed by the insured or of which the insured has actual knowledge.



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Countersigned at Liberty, Utah  
Authorized Officer or Agent

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Member Number: 4365

Please make any inquiries for Title questions to Frontier Title Insurance Agency, Inc., 4591  
North 3150 East, Liberty UT 84310  
Phone: (801) 528-7081, Fax: .

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Attorneys  
Title Guaranty  
Fund, Inc.

## Privacy Policy

### ATGF's Commitment to Privacy

Protecting your privacy and the confidentiality of your personal information is an important aspect of ATGF's operations. As a provider of title insurance and related services, the collection of customer's personal information is fundamental to our day-to-day business operations. We strive to provide you with the best customer service. To us, that includes treating your personal information fairly and with respect. Each ATGF employee and representative must abide by our commitment to privacy in the handling of personal information. We understand that you may be concerned about what we will do with such information. You have a right to know how we will utilize the personal information you provide to us. Therefore, ATGF has adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

### Types of Information

Depending upon which of our services you are utilizing, we may collect personal information about you from the following sources:

- Information we receive from you on applications, forms and in other communications to us
- Information we receive from you through our Internet website
- Information about your transactions with or services performed by us, our agents, or other persons; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any non-affiliated party. Therefore, we will not release your information to non-affiliated parties except:

- as necessary for us to provide the product or service you have requested of us; or
- as permitted by law

We may also disclose your personal information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

We are permitted by law to share your name, address and facts about your transaction with one or more of our agents, affiliated companies, insurers and reinsurers, to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We do not disclose personal information about our customers or former customers to non-affiliated third parties, except as outlined herein or as otherwise permitted by law.

### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to non-public personal information about you to those individuals and entities who need to know that information to provide

products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your non-public information.

If you send an electronic mail (email) message that includes personally identifiable information, we will use that information to respond to your inquiry. Remember that email is not necessarily secure against interception or other disclosure. If your communication is very sensitive, or includes information such as your bank account, charge card or social security number, you should not send it in an email.

### **Changes to this Privacy Policy**

This Privacy Policy may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Policy, we will post a notice of such changes on our website.

## **SCHEDULE C**

**File #: 2275**

**ALL OF LOT 12, (THE) RESERVE AT CRIMSON RIDGE CLUSTER SUBDIVISION PHASE 1, 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).

**Tax Parcel No. 20-106-0010**