

**This Document Prepared By:**

Voyant Legal PLLC  
991 Shepard Lane, Suite 110  
Farmington, Utah 84025



\*W2839178\*

**After Recording, Return and  
Mail Tax Statements To:**

Jay E. Gresham and Le'Dell Gresham, as co-Trustees  
4753 West 2200 North  
Plain City, Utah 84404

EN 2839178 PG 1 OF 6  
LEANN H KILTS, WEBER COUNTY RECORDER  
27-JAN-17 2:35 PM FEE \$20.00 DEP DC  
REC FOR: JAY GRESHAM

APN: 19-033-0063

**WARRANTY DEED**

JAY E. GRESHAM and LEDELL M. GRESHAM, husband and wife, GRANTORS,

Whose current mailing address is 4753 West 2200 North, Plain City, Utah 84404;

HEREBY convey and warrant to

JAY E. GRESHAM and LE'DELL GRESHAM, as co-Trustees of THE GRESHAM FAMILY TRUST,  
U/A dated December 9, 2016, and any trustees in succession, GRANTEES,

Whose mailing address is 4753 West 2200 North, Plain City, Utah 84404;

FOR the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in  
hand paid, the receipt of which is hereby acknowledged, all of the following described tract of land in the  
County of Weber, State of Utah:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

More commonly known as 4753 West 2200 North, Plain City, Utah 84404.

SUBJECT TO the Restrictions, Conditions, Covenants, Rights, Rights of Way, and Easements that are now  
of record, if any.

The then-acting Trustee has the power and authority to encumber or otherwise to manage and dispose of  
the hereinabove described real property; including, but not limited to, the power to convey.

WITNESS, the hands of said grantors, this 26th day of January, 2017.

\_\_\_\_\_  
JAY E. GRESHAM

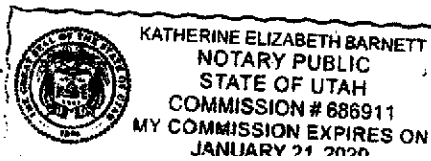
\_\_\_\_\_  
LEDELL M. GRESHAM

STATE OF UTAH )  
 ) ss.  
COUNTY OF DAVIS )

On this January 26th, 2017, personally appeared before me JAY E. GRESHAM and LEDELL M.  
GRESHAM, the signer of the foregoing instrument who duly acknowledged to me that they executed the  
same.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: 1/21/20



**EXHIBIT A**

PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE SOUTH RIGHT OF LINE 2150 NORTH STREET, 2001.44 FEET NORTH AND 272.89 FEET, MORE OR LESS, WEST AND SOUTH 82D08' WEST 118 FEET FROM THE SOUTHEAST CORNER OF SAID QUARTER (SAID POINT BEING THE NORTHWEST CORNER OF THE PROPERTY CONVEYED TO HARVEY B KELLEY AND WIFE, BY DEED RECORDED IN BOOK 1184 OF RECORDS, PAGE 524) AND RUNNING THENCE SOUTH 82D13'12" WEST 252 FEET, THENCE SOUTH 150.31 FEET, THENCE EAST 230.35 FEET, MORE OR LESS TO A POINT SOUTH 5D59' WEST OF BEGINNING, THENCE NORTH 5D59' EAST 185.43 FEET TO THE PLACE OF BEGINNING.

and more commonly known as 4753 West 2200 North, Plain City, Utah 84404.

TAX PARCEL NUMBER: 19-033-0063

## CERTIFICATION OF TRUST

TO: ALL FINANCIAL INSTITUTIONS, MUTUAL FUND ADMINISTRATORS, TITLE INSURERS, TRANSFER AGENTS, AND OTHER PERSONS AND INSTITUTIONS

The undersigned desire to confirm the establishment of a revocable living trust named THE GRESHAM FAMILY TRUST (hereinafter referred to as the "Trust"). The following provisions are found in said Trust and may be relied upon as a full statement of the matters covered by such provisions by anyone dealing with the original co-Trustees or their successors.

### CREATION OF TRUST

The Trust was created concurrently herewith by a Trust Agreement executed by the undersigned as Trustors and co-Trustees, for the benefit of the undersigned during their joint lifetimes, thereafter for the lifetime benefit of the survivor, and ultimately for the benefit of other successor beneficiaries in interest.

### NAME OF TRUST

The name of the Trust is THE GRESHAM FAMILY TRUST. Any assets held in the name of the Trust should be titled in substantially the following manner: JAY E. GRESHAM and LE'DELL GRESHAM, as co-Trustees of THE GRESHAM FAMILY TRUST, U/A dated December 9, 2016.

### TRUSTEE

The currently acting co-Trustees of the Trust are JAY E. GRESHAM and LE'DELL GRESHAM. If either of said co-Trustees shall cease to act for any reason, the other shall act as sole Trustee of the Trust. In the event that both cease to act for any reason, they shall be succeeded by Jay's son CHANCE B. GRESHAM and Le'Dell's son SHANE R. KEARSLEY as successor co-Trustees. If either CHANCE B. GRESHAM or SHANE R. KEARSLEY fails to qualify or ceases to act, then RACHELLE N. BARNES shall act in his stead as successor co-Trustee. Thereafter if either co-Trustee fails to qualify or ceases to act, the remaining co-Trustee shall act alone.

### SIGNATURE AUTHORITY

While co-Trustees are acting, two signatures shall be required to conduct business with respect to property and/or assets held or owned by the Trust.

### REVOCABILITY OF TRUST

The Trust is revocable. The persons holding the power to revoke or amend the Trust are JAY E. GRESHAM and LE'DELL GRESHAM.

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TAXPAYER IDENTIFICATION NUMBER

The Trust uses the Social Security number of either Trustor as its Taxpayer Identification Number. No separate tax identification number is required while this Trust is revocable and the Trustors or either of them is acting as Trustee.

ADDRESS OF THE TRUST

The Trust uses the address of the Trustors/Trustees as its location. This address is currently 4753 West 2200 North, Plain City, Utah 84404.

TRUSTEE AUTHORITY

(1) Subject to state law, a Trustee may appoint an Attorney-in-Fact ("Power of Attorney") and delegate to such agent the exercise of all or any of the powers conferred upon a Trustee.

(2) No purchaser from or other person dealing with a Trustee shall be responsible for the application of any purchase money or thing of value paid or delivered to such Trustee, but the receipt by a Trustee shall be a full discharge; and no purchaser or other person dealing with a Trustee and no issuer, or transfer agent, or other agent of any issuer of any securities to which any dealings with a Trustee should relate, shall be under any obligation to ascertain or inquire into the power of such Trustee to purchase, sell, exchange, transfer, mortgage, pledge, lease, distribute or otherwise in any manner dispose of or deal with any security or any other property held by such Trustee or comprised in the trust fund.

(3) The certification of a Trustee and/or the agent of a Trustee that such person is acting according to the terms of the Trust shall fully protect all persons dealing with such Trustee and/or agent. Any person may rely upon the certification of any Trustee as to the matters which are not contained in this Certification of Trust, including a further enumeration of the Trustee's powers.

A person who acts in reliance on this Certification of Trust without knowledge that the representations contained in this Certification of Trust are incorrect is not liable to any person for so acting and may assume without inquiry the existence of the facts contained in this Certification. Knowledge of the terms of the Trust may not be inferred solely from the fact that a copy of all or part of the trust instrument is held by the person relying on the certification. A person who in good faith enters into a transaction in reliance on this Certification of Trust may enforce the transaction against the trust property as if the representations contained in this Certification of Trust were correct.

TRUSTEE'S POWERS

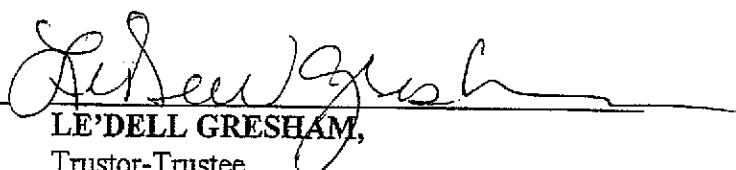
The Trustee shall have, in general, the power to do and perform any and all acts and things in relation to the trust fund in the same manner and to the same extent as an individual might or could do with respect to his or her own property including the power to buy, sell, hold, transfer, convey, or exercise any ownership rights in any asset for the Trust by executing any appropriate document, or by an oral demand to buy or sell a security; to maintain, deposit or to withdraw from any bank, brokerage or mutual fund account (including margin accounts), and to sign checks or drafts on any such account; to purchase or exercise rights in any life insurance or annuity contracts; and to borrow and pledge any Trust asset as security. In addition to the above, the Trustee shall have all of the powers authorized by the Utah Uniform Trust Code (as though such powers were set forth herein).

ADMINISTRATIVE PROVISIONS

- (1) The Trust shall be administered according to the Utah Uniform Trust Code, except as shall be specifically modified therein.
- (2) The Trust has not been revoked, modified, or amended in any manner that would cause the representations contained in this Certification of Trust to be incorrect.
- (3) This Certification of Trust is a true and accurate statement of the matters referred to herein concerning the Trust.
- (4) This Certification of Trust has been signed by both of the currently acting co-Trustees of the Trust.
- (5) Reproductions of this executed original (with reproduced signatures) shall be deemed to be original counterparts of this Certification of Trust and any person who is in possession of a photocopy of this executed Certification may, in good faith, rely upon the information it contains and shall not be liable to the Trustors, any Trustee or beneficiary for reliance upon the information herein contained.
- (6) No person shall have received notice of any event upon which the use of this Certification of Trust depends unless said notice is in writing and until the notice is delivered to said person.

IN WITNESS WHEREOF, the undersigned declare under penalty of perjury that the foregoing is true and correct and that they have executed this Certification of Trust on December 9, 2016, in Davis County, Utah.

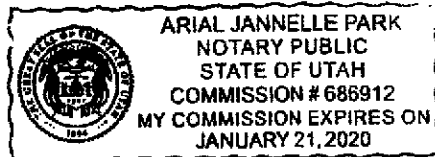
  
 JAY E. GRESHAM,  
 Trustor-Trustee

  
 LE'DELL GRESHAM,  
 Trustor-Trustee


STATE OF UTAH

COUNTY OF DAVIS

)  
) ss.  
)



On this 9th day of December, 2016, personally appeared before me JAY E. GRESHAM and LE'DELL GRESHAM, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

  
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 NOTARY PUBLIC

My commission expires: 1/21/20

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