

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

E 3096806 B 7028 P 114-117  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
06/04/2018 09:27 AM  
FEE \$0.00 Page 4  
DEF RTT REC'D FOR FOUNDERS TITLE C  
0 - LAYTON

## Warranty Deed

Davis County

Tax ID No. 14-040-0069

14-040-0070

14-040-0097

PIN No. 4955

Project No. SP-9999(807)

Parcel No. 9999:976

Peggy Hendry Bringhurst, Joey Brent Bringhurst and Jill Bringhurst, all as joint tenants with full rights of survivorship \_\_\_\_\_ Grantors,

of Dallas, County of Dallas, State of Texas,  
hereby CONVEY AND WARRANT to the UTAH DEPARTMENT OF  
TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah  
84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable  
considerations, the following described parcel of land in Davis County, State of  
Utah, to-wit:

A parcel of land in fee for the Preservation of West Davis Corridor, known as Project No. SP-9999(807) being part of an entire tract of property situate in the SE1/4 SE1/4, NE1/4 SE1/4, NW1/4 SE1/4 and SW1/4 SE1/4 of Section 30, Township 5 North, Range 2 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point 1195.00 feet West from southeast corner of said Section 30; running thence West 138.48 feet to the point of curvature of a non-tangent curve to the right with a radius of 5624.86 feet; thence Northerly along said curve with an arc length of 427.77 feet, chord bears N.19°29'13"E. 427.66 feet; thence N.21°39'04"E. 732.63 feet; thence N.17°40'00"E. 20.23 feet; thence S.00°13'18"W. 23.36 feet; thence East 254.47 feet (record East 248.13 feet); thence South 49.54 feet; thence S.24°31'44"W. 234.63 feet; thence S.21°40'48"W. 544.57 feet to the point of curvature of a non-tangent curve to the left with a radius of 5374.99 feet; thence Southerly along said curve with an

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Parcel No. 9999:976

arc length of 3.41 feet, chord bears S.21°38'53"W. 3.41 feet; thence West 235.16 feet; thence South 307.80 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described tract of land contains 236,159 square feet in area or 5.421 acres, more or less, of which 4,399 square feet lies within the existing 1300 North Street. Balance is 231,760 square feet in area or 5.320 acres.

WITNESS, the hand of said Grantor, this 30 day of May, A.D. 2018.

STATE OF Texas )  
COUNTY OF Dallas )

) ss.

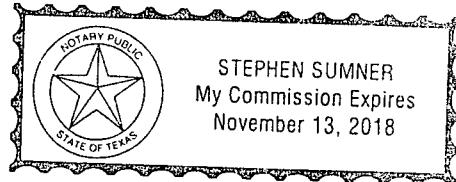
Peggy Hendry Bringhurst  
Peggy Hendry Bringhurst

Joey Brent Bringhurst

Jill  
Jill Bringhurst

On the date first above written personally appeared before me, Peggy Hendry Bringhurst, Joey Brent Bringhurst and Jill Bringhurst, all as joint tenants with full rights of survivorship, the signers of the within and foregoing instrument, who duly acknowledged to me that they executed the same.

Notary Public



**TRANSACTION REVIEW AGREEMENT**  
Re: Escrow No.: 18-024429

The undersigned Buyer(s)/Borrower(s) and Seller(s)/Owner(s) hereby instruct, understand, and agree that:

1. The **Proration for the General Property Taxes**, as provided in the closing statements for the above referenced Escrow No., was calculated by utilizing the general property taxes assessed for the current year. Accordingly, the Buyer(s) and Seller(s) do hereby hold Founders Title Company of Davis free and harmless from any liability or damages from any variation or difference in the actual general property taxes assessed for the current year. Tax proration is to be considered final at settlement.
2. All terms of the Real Estate Purchase Contract dated the 04/25/2018, together with all attached Addendum(s)/Counteroffer(s) (herein collectively referred to as the "R.E.P.C.") have been met on the property located at APPROX. 1800 NORTH 4200 WEST, WEST POINT, UT 84015, County of Davis, State of Utah, and, in the event the delivery of any new loan proceeds to Founders Title Company of Davis and/or the recording of the applicable closing documents in the office of the county recorder extends beyond the deadline as specified in said R.E.P.C., the undersigned hereby authorize and instruct Founders Title Company of Davis, pursuant to the Utah Statute(s) governing escrow closings to expeditiously record the applicable closing documents **unless** Founders Title Company of Davis, has received written instruction to the contrary from the Seller(s) and/or Buyer(s).
3. In the event Founders Title Company of Davis becomes aware of any conflicting demands, claims or instructions concerning this Escrow, Founders Title Company of Davis shall have the right to discontinue all further acts on their part until the conflict is resolved to their satisfaction. Founders Title Company of Davis reserves the right to file an action in interpleader requiring the parties to litigate their claims/rights. If such an action is filed, the parties hereto jointly and severally agree (a) to pay Founders Title Company of Davis's reasonable attorney's fees, and (b) that Founders Title Company of Davis is fully released and discharged from all further obligations under this Escrow. If an action is brought involving this Escrow and/or Founders Title Company of Davis, the parties agree to indemnify and hold Founders Title Company of Davis harmless against liabilities, damages and costs incurred by Founders Title Company of Davis (including reasonable attorney's fees and costs) except to the extent that such liabilities, damages and costs were caused by the gross negligence or willful misconduct of Founders Title Company of Davis.
4. Buyer(s) hereby acknowledge(s) receipt of an Founders Title Company of Davis Commitment for Title Insurance as provided at closing and that Exceptions No. 1 - 20, together with additional exception(s) for security instruments executed in conjunction with said closing, shall appear in the Owner's Policy of Title Insurance to be issued subsequent to closing.

**TITLE TO BE VESTED AS:**

Joint Tenants  Tenants in common  Other: As instructed at closing

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The above described tract of land contains 236,159 square feet in area or 5.421 acres, more or less, of which 4,399 square feet lies within the existing 1300 North Street. Balance is 231,760 square feet in area or 5.320 acres.

WITNESS, the hand of said Grantor, this 29<sup>th</sup> day of May, A.D. 2018.

STATE OF Nevada )  
COUNTY OF Clark ) ss.  
 )

Peggy Hendry Bringhurst  
Joey Brent Bringhurst

Jill Bringhurst

On the date first above written personally appeared before me, Peggy Hendry Bringhurst, Joey Brent Bringhurst and Jill Bringhurst, all as joint tenants with full rights of survivorship, the signers of the within and foregoing instrument, who duly acknowledged to me that they executed the same.

Kel  
\_\_\_\_\_  
Notary Public

