

WHEN RECORDED RETURN TO:

BARBER & BARTZ
525 SOUTH MAIN STREET
SUITE 800
TULSA, OK 74103

MAIL TAX NOTICES TO:

JAMES F. DOMINY III, TRUSTEE
33215 CARDINAL DR.
AFTON, OK 74331

ENT **16586:2024** PG 1 of 4
ANDREA ALLEN
UTAH COUNTY RECORDER
2024 Mar 15 11:25 AM FEE 40.00 BY CS
RECORDED FOR U.S. Deeds
ELECTRONICALLY RECORDED

SPACE ABOVE FOR COUNTY RECORDER'S USE

PARCEL I.D. NO. 52-281-0016

WARRANTY DEED

JAMES F. DOMINY III, a married man, (herein, "Grantor"), whose address is 33215 Cardinal Dr., Afton, OK 74331, for no consideration, hereby conveys and warrants to JAMES F. DOMINY, III, Trustee, or any successors in trust, under the JAMES F. DOMINY III REVOCABLE TRUST dated January 9, 2024 and any amendments thereto (herein, "Grantee"), whose address is 33215 Cardinal Dr., Afton, OK 74331, all of Grantor's right, title and interest in and to that certain real property located in Utah County, Utah, more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO.

Property street address: 8883 N. Timphaven Rd., Sundance, UT 84604

Executed this 21 day of Feb., 2024.

[Signatures on following page.]

GRANTOR

James F. Dominy III
James F. Dominy III

STATE OF Oklahoma
COUNTY OF Tulsa

On this February 1, 2024 [insert date], before me Marich Mitchell [notary public name], a notary public, personally appeared James F. Dominy III, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged (s)he executed the same.

[Affix Notary Seal]



Marich Mitchell
SIGNATURE OF NOTARY PUBLIC
My commission expires: 10/17/2024

EXHIBIT A

The following described tract(s) of land in *Utah* County, State of *Utah*:

Unit 16, First Supplemental Record of Survey Map of SUNDANCE COTTAGES, an expandable condominium project containing convertible land, part of Sundance Recreational Resort, as the as identified in the Record of Survey Map recorded May 20, 1987, as Entry No. 19867, and Map Filing No. 3490, the First Supplemental Record of Survey Map recorded August 7, 1987, in said office in Utah County, as Entry No. 30293, Map Filing No. 3490, Arm 39, the Second Supplemental Record of Survey Map recorded October 21, 1987, in said office in Utah County, Utah, as Entry No. 39178, Map Filing No. 3524, Arm 3 the Amendment to Record Survey Map, First Supplemental Record of Survey Map and Second Supplemental Record of Survey Map recorded November 23, 1987, in said office in Utah County, Utah, as Entry No. 42826, Map Filing No. 3534, Arm 39, (as said Record of Survey Map, First Supplemental Record of Survey Map and Second Supplemental Record of Survey Map and Amendment to Record of Survey Map may have here been amended or supplemented) and in the Condominium Declaration therefore recorded May 20, 1987, in said office in Utah County, Utah, as Entry No. 19868, in Book 2417, at Page 379, in the First Amendment Condominium Declaration recorded June 2, 1987, in said office in Utah County, Utah, as Entry No. 21178, in Book 2421, at Page 254, in the Second Amendment to Condominium Declaration recorded August 7, 1987, in said office in Utah County, Utah, as Entry No. 30294, in Book 2440, at Page 488, in the Third Amendment Condominium Declaration recorded October 21, 1987 in said office in Utah County, Utah, as Entry No. 39179, in Book 2461, at Page 685, and in the Fourth Amendment to Condominium Declaration recorded November 23, 1987 in said office in Utah County, Utah, as Entry No. 42826, in Book 2470, at Page 563 (a Declaration, First Amendment, Second Amendment, Third Amendment and Fourth Amendment may have been amended or supplemented).

TOGETHER WITH the respective undivided interest in said Project's Common Areas and Facilities with appurtenant to said units as established by said record of Survey Map, Supplemental Record of Survey Map, Second Supplemental Record of Survey Map, Amendment to Record of Survey, Condominium Declaration, First Amendment, Second Amendment, Third Amendment and Fourth Amendment and allowing for potential alteration both in the magnitude of said undivided interest and in the composition of the Common Areas and Facilities to which interest relates.

Said condominium project is situated within the following described property: Beginning at the corner common to Sections 10, 11, 14 and 15, Township 5 South, Range 3 East, Salt Lake Base and Meridian; thence 0° 07' 50" East 168.25 feet; thence North 49° 01' 00" East 497.93 feet; thence North 0° 50' 00" East 259.7 feet; thence along the arc of a 211.27 foot radius curve to the right 89.51 feet, the chord of which bears North 55° 14" East 88.85 feet; thence along the arc of a 87.70 foot radius curve to the left 66.28 feet, the chord of which bears North 57° 24' 22" East 64.72 feet; thence North 92.23 feet; thence North 42° 57' 18" West 100.00 feet to the Southeast corner of the Kenneth Franck property described as Lot "A" and Lot "B" on Adminis Deed #5437; thence along the South line of said Franck property South 89° 52' 10" West 293.71 feet to the line of Timphaen Homes Plat "2"; thence South 0° 07' 50" East along said plat line 820.35 feet to the point of beginning. Basis of Bearings: The section line between the Southwest corner of Section 11 and the quarter corner of Section 11, Township 5 South, Range 3 East, Salt Lake Base and Meridian; being North 07' 50" West.

TOGETHER WITH (1) a perpetual, non-exclusive easement over, along and across the property described in the immediately succeeding paragraph (the "Servient Tenement") for pedestrian and vehicular ingress to and egress from the property described in the immediately preceding paragraph (the "Dominant Tenement"); and (2) a perpetual, non-exclusive easement in, through, along and across the Servient Tenement to install, use, keep, maintain, repair and replace, as required, utility lines, pipes and conduits of all types for the benefit of and appurtenant to the Dominant Tenement;

EXHIBIT A CONTINUED

Beginning at a point on the Easterly fee title boundary of Sundance Cottages, a Utah condominium project, said point being North 487.69 feet and East 516.31 feet from the Southwest corner of Section 11, Township 5 South, Range 3 East, Salt Lake Base and Meridian; thence along the arc of a 87.70 foot radius curve to the left 12.43 feet, the chord of which bears North 31° 41' 31" East 12.42 feet; thence North 27° 37' 50" East 167.29 feet; thence along the arc of a 98.81 foot radius curve to the right 18.28 feet to the Southwesterly right of way of the Alpine Loop Highway, the chord of which bears North 32° 55' 47" East 18.25 feet; thence along the arc of a 578.72 foot radius curve to the right 30.30 feet along said right of way, the chord of which bears North 42° 33' 01" West 30.30 feet; thence along the arc of a 128.81 foot radius curve to the left 28.68 feet, the chord of which bears South 34° 00' 35" West 28.62 feet; thence South 27° 37' 50" West 124.06 feet to the Easterly fee title boundary of said Cottages; thence South 62.79 feet along said Easterly boundary to the point of beginning.

TOGETHER WITH rights of ingress and egress set forth as follows:

An Easement Deed recorded December 18, 1986, as Entry No. 43593, in Book 2367, at Page 207, Utah County Recorder's Office.

An Easement Deed recorded December 18, 1986, as Entry No. 43595, in Book 2367, at Page 215, Utah County Recorder's Office.

An Easement Deed recorded December 18, 1986, as Entry No. 43599, in Book 2367, at Page 230, Utah County Recorder's Office.

The parties herein confirm and agree by their signatures above and/or acceptance of this document that the preparer of this document has not advised the parties on the propriety or suitability of the conveyance; has been engaged solely for the purpose of preparing this instrument; has prepared the instrument only from information given to preparer by the parties and/or their representatives; has not verified the accuracy of the consideration stated to have been paid or upon which any tax may have been calculated; has not verified the legal existence or authority of any party or person executing the document; has not been requested to provide nor has preparer provided a title search, an examination of title or legal description, an opinion on title, legal review or advice of any sort, or advice on property taxes, reassessments, other taxes or the tax, legal or non-legal consequences that may arise from the conveyance; and that they agree to hold harmless, indemnify and defend the preparer from and against any and all losses, liabilities, claims, demands, actions, suits, proceedings, and costs of every nature arising therefrom. The parties herein further agree at any time, and from time to time, to cooperate, adjust, initial, execute, re-execute and re-deliver such further deeds and documents, correct any defect, error or omission and do any and all such further things as may be necessary to implement and carry out the intent of the parties in making this conveyance. Preparer shall not be liable for any consequences arising from modifications to this document not made or approved by preparer.