

Recorded JUN 9 1969 at 9:13 A.m. BETTILYON & HOWARD  
Request of B. Hilyon & Howard 333 South 2nd East  
Salt Lake City, Utah 84111  
Fee Paid HAZEL TAGGART CHASE  
Recorder, Salt Lake County, Utah  
\$ 6.50 By Lynn Jones Deputy BOOK 2761 PAGE 74  
Ref. \_\_\_\_\_

8290773

QUIT CLAIM DEED &  
AGREEMENT FOR REMOVAL OF RIGHT-OF-WAY

1 AGREEMENT and Quit Claim Deed, made and entered into this 19th  
2 day of November, 1968, by and between WALTER W. KERSHAW, as Executor  
3 of the Estate of Dorothy Walker Kershaw, deceased, and KATHERINE G.  
4 CARMAN and GEORGE M. CARMAN, as Trustees of Revocable Trust Num-  
5 ber One of Katherine G. Carman, hereinafter referred to as "First Parties",  
6 and GAYL BADDLEY and MARY L. BADDLEY, his wife; HUGH W. PINNOCK  
7 and ANNE H. PINNOCK, his wife; FRANK A. NELSON, JR. and MARY J.  
8 NELSON, his wife; CARL D. DAVIDSON and BARBARA C. DAVIDSON, his  
9 wife; DENISE K. BINTZ and JOHN P. O'KEEFE and MARGARET J. O'KEEFE,  
10 his wife, hereinafter referred to as "Second Parties";

WITNESSETH:

11 WHEREAS, the parties hereto are the owners of a certain right-of-way  
12 approximately 16 feet in width, running South from the South line of Walker's  
13 Lane, Salt Lake County, State of Utah, across the following described pro-  
14 perty:  
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16 Commencing at a point which is South 0°02' West 1814.55 feet  
17 and South 89°47' East 1102.6 feet from the Northwest corner of  
18 the Northeast quarter of Section 15, Township 2 South, Range 1  
19 East, Salt Lake Meridian, and running thence North 0°13' East  
20 1407.22 feet, more or less, to the South line of Walker's Lane;  
21 thence East along South line of Walker's Lane 138.3 feet to a  
22 point intersecting the Western line of Matthew H. Walker's farm;  
23 thence South 0°13' West along said Matthew H. Walker's farm  
24 1407.22 feet; thence North 89°47' West 138.3 feet to beginning,  
25 and

26 WHEREAS, the parties are desirous of re-locating and improving the  
27 said right-of-way and providing for the maintenance and repair of the same,

28 NOW, THEREFORE, IT IS AGREED as follows:

29 1. Location of New Easement.

30 (a) The parties hereto agree that the right-of-way traversing the  
31 property above described shall be re-located as more approximately  
32 described and set out on Exhibit "A" attached hereto and made a part  
hereof by reference. The East boundary of the new right-of-way shall

not be more than 30 feet West from the East line of the above described property. In the event that Salt Lake County Planning and Zoning Office shall hereafter require a road of greater width, the parties agree that the road shall be widened to satisfy the minimum requirements of such office. Care shall be taken in the construction of the right-of-way, wherever possible, to avoid the destruction of trees and to preserve the beauty of the terrain.

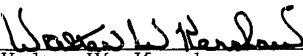
(b) The Cost of re-locating the right-of-way, grading, blacktopping, construction and surveying of the road, including installation of necessary culverts, shall be paid by First Parties.

(c) After construction of the right-of-way, First Parties shall execute a Quit Claim Deed to Second Parties to the actual right-of-way, as constructed, and as approximately described on Exhibit "A", including the right to install water, sewer and gas lines within the boundaries thereof. In no event shall the right-of-way be further East than indicated on Exhibit "A".

2. Maintenance of Right-of-Way. After construction of the right-of-way, in accordance with Paragraph 1 (b) above, the parties hereto each agree that they shall thereafter pay their proportionate share of the cost of maintaining the said right-of-way, removal of snow and other repairs thereof.

3. Quit Claim. Second Parties do hereby quit-claim to First Parties all their right, title and interest in and to the property described in the preamble of this Agreement, reserving unto themselves the right-of-way as re-located and to be conveyed to Second Parties in accordance with Paragraph 1 (c).

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

  
Walter W. Kershaw, as Executor of the Estate of Dorothy Walker Kershaw, deceased.

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*Katherine G. Carman*  
Katherine G. Carman

*George M. Carman*  
George M. Carman

Trustees of Revocable Trust Number One of  
Katherine G. Carman

(First Parties)

*Gay E. Baddley*  
Gay E. Baddley

*Mary L. Baddley*  
Mary L. Baddley

*Hugh W. Pinnock*  
Hugh W. Pinnock

*Anne H. Pinnock*  
Anne H. Pinnock

*Frank A. Nelson, Jr.*  
Frank A. Nelson, Jr.

*Mary J. Nelson*  
Mary J. Nelson

*Carl D. Davidson*  
Carl D. Davidson

*Barbara C. Davidson*  
Barbara C. Davidson

*Denise K. Bintz*  
Denise K. Bintz

John P. O'Keefe

Margaret J. O'Keefe

(Second Parties)

1 STATE OF UTAH )  
2 )ss.  
3 COUNTY OF SALT LAKE )

4 On the 19th day of November, 1968, personally appeared before me  
5 WALTER W. KERSHAW, as Executor of the Estate of Dorothy Walker Kershaw,  
6 deceased, one of the signers of the within instrument, who duly acknowledged  
7 to me that he executed the same as Executor of said Estate.

8 My commission expires:  
9 August 1, 1969

*Vernon E. Pettigrew*  
Notary Public - residing at  
Salt Lake City, Utah

12 STATE OF UTAH )  
13 )ss.  
14 COUNTY OF SALT LAKE )

15 On the 21st day of November, 1968, personally appeared before me  
16 KATHERINE G. CARMAN and GEORGE M. CARMAN, as Trustees of Revoc-  
17 able Trust Number One of Katherine G. Carman, two of the signers of the with-  
18 in instrument, who duly acknowledged to me that they executed the same, as  
19 such Trustees.

20 My commission expires:  
21 Aug. 1, 1969

*Vernon E. Pettigrew*  
Notary Public - residing at  
Salt Lake City, Utah

24 STATE OF UTAH )  
25 )ss.  
26 COUNTY OF SALT LAKE )

27 On the 23rd day of April, 1969, personally appeared before me GAYL  
28 E. BADDLEY and MARY L. BADDLEY, his wife; HUGH W. PINNOCK and  
29 ANNE H. PINNOCK, his wife; FRANK A. NELSON, JR. and MARY J. NELSON,  
30 his wife; CARL D. DAVIDSON and BARBARA C. DAVIDSON, his wife, and  
31 DENISE K. BINTZ, a woman, some of the signers of the within instrument,  
32 who duly acknowledged to me that they executed the same.

30 My commission expires:  
31 August 1, 1969

*Vernon E. Pettigrew*  
Notary Public - residing at  
Salt Lake City, Utah

EXHIBIT "A"

1  
2 Attached to and by reference made a part of that certain Agreement and Quit  
3 Claim Deed bearing date of the 19th day of November, 1968, by and between  
4 WALTER W. KERSHAW, as Executor of the Estate of Dorothy Walker Kershaw,  
5 deceased, and KATHERINE G. CARMAN and GEORGE M. CARMAN, as Trus-  
6 tees of Revocable Trust Number One of Katherine G. Carman, as "First Par-  
7 ties" and GAYL BADDLEY and MARY L. BADDLEY, his wife; HUGH W. PIN-  
8 NOCK and ANNE H. PINNOCK, his wife; FRANK A. NELSON, JR. and MARY  
9 J. NELSON, his wife; CARL D. DAVIDSON and BARBARA C. DAVIDSON, his  
10 wife; DENISE K. BINTZ and JOHN P. O'KEEFE and MARGARET J. O'KEEFE,  
11 his wife, as "Second Parties"  
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LEGAL DESCRIPTION OF NEW EASEMENT

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15 Beginning at a point on the South line of Walker's Lane, said point being  
16 South 412.03 feet and East 1245.16 feet from the North 1/4 corner of Section  
17 15, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running  
18 thence North 89°47' West along South line of Walker's Lane 40 feet; thence  
19 South 17°20' East 60 feet; thence South 7°40' West 106.0 feet; thence South  
20 9°40' East 95.0 feet; thence South 6°10' West 65.0 feet; thence South 0°30'  
21 West 52.0 feet; thence South 5°10' East 95.0 feet; thence South 1°50' West  
22 185.0 feet; thence South 7°20' East 40.0 feet; thence South 2°20' West 123.0  
23 feet; thence South 1°00' East 98.0 feet; thence South 0°50' West 406.0 feet;  
24 thence South 13°30' West 95.0 feet; thence East 52.0 feet; thence North 0°13'  
25 East 1407.0 feet, more or less, to the point of beginning.  
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