

13162886  
1/3/2020 2:31:00 PM \$40.00  
Book - 10881 Pg - 2301  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
FABIAN & CLENDENIN  
BY: eCASH, DEPUTY - EF 1 P.

**WHEN RECORDED, RETURN TO:**

David E. Sloan  
Sloan & Sloan, P.C.  
215 South State Street, Suite 101  
Salt Lake City UT 84111

**MAIL TAX NOTICE TO:**

Cherryl M. Rose and R. Scott Lund, Trustees  
1732 E. Hollywood Avenue  
Salt Lake City, Utah 84108

**Parcel No. 16-16-457-008-0000**

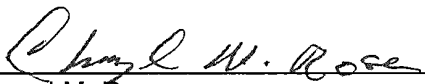
**Quit-Claim Deed**

CHERYL M. ROSE, also known as CHERRYL M. ROSE, of Salt Lake City, Salt Lake County, State of Utah, GRANTOR, hereby Quit-Claims, for the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration to CHERRYL M. ROSE and R. SCOTT LUND, or their successors or successor in trust, Trustees of the Cherryl Zina Morris Lund Rose Family Trust, U/T/A dated March 11, 1997, as amended and restated, having a physical address of 1732 E. Hollywood Avenue, Salt Lake City, Utah 84108, GRANTEE, certain real property located in Salt Lake County, State of Utah, more particularly described as follows:

Lot 5, Block 2, BROADMOOR SUBDIVISION, according to the official plat thereof.

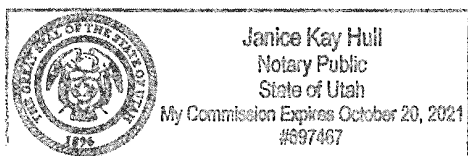
SUBJECT TO covenants, conditions and restrictions of record.

IN WITNESS WHEREOF, GRANTOR has executed this Quit-Claim Deed this 31st day of December, 2019.

  
Cheryl M. Rose

STATE OF UTAH )  
 ) : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 31st day of December, 2019, by CHERYL M. ROSE, also known as CHERRYL M. ROSE, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged she executed the same.



  
NOTARY PUBLIC

MAIL TAX NOTICES TO:  
R. Scott Lund, co-trustee  
11322 S. Via Bonito Drive  
South Jordan, UT 84095

**AFFIDAVIT OF SUCCESSOR TRUSTEES**

STATE OF UTAH                    )  
  :ss  
COUNTY OF SALT LAKE        )

Affiant, R. Scott Lund, having been first duly sworn, deposes and states as follows:

1. By declaration of trust dated March 11, 1997, Cheryl M. Rose (“Cheryl”), as grantor and trustee, created and placed in effect The Cheryl Zina Morris Lund Rose Family Trust (the “Trust”), which she subsequently amended in its entirety by Third Amended and Restated Trust Agreement dated May 14, 2020 and by Removal of Co-Trustee dated May 14, 2020.

2. By Quit-Claim Deed signed December 31, 2019, and recorded January 3, 2020 in the Salt Lake County Recorder’s Office as Entry No. 13162886, in Book No. 10881, at Page No. 2301, Cheryl M. Rose, also known as Cheryl M. Rose, as grantor, conveyed to Cheryl M. Rose and R. Scott Lund, or their successors or successors in trust, as trustees of The Cheryl Zina Morris Lund Rose Family Trust U/T/A March 11, 1997, as amended and restated, as grantee, the following described parcel of improved real property located in Salt Lake County, State of Utah (the “Property”):

Lot 5, Block 2, BROADMOOR SUBDIVISION, according to the official plat thereof.

APN: 16-16-457-008-0000

3. Cheryl died on January 31, 2024, as evidenced by her Certificate of Death attached hereto as Exhibit A and incorporated herein by this reference (“Death Certificate”).

4. By Agreement Regarding Removal, Appointment and Acceptance of Trustee dated March 29, 2024 (the “Governing Trustee Agreement”), the following persons were appointed, and accepted such appointment, as the successor co-trustees of the Trust: R. Scott Lund, Wendy Rossman and Roy Jason Lund, acting concurrently. A copy of the Governing Trustee Agreement is attached hereto as Exhibit B and incorporated herein by this reference.

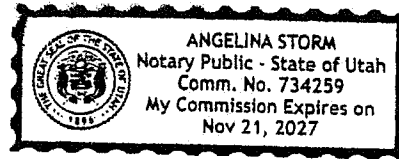
5. Accordingly, as of the date of this Affidavit of Successor Trustees, R. Scott Lund, Wendy Rossman and Roy Jason Lund are the successor co-trustees of the Trust, with full power and authority to transfer interests in real property constituting the corpus of the Trust, including the Property.

DATED this 4 day of April, 2024.

  
\_\_\_\_\_  
R. Scott Lund

On the 4 day of April, 2024, before me, the undersigned, a notary public, personally appeared R. Scott Lund, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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



**EXHIBIT A**  
**DEATH CERTIFICATE**

*[See document attached hereto]*

CERTIFICATE OF DEATH

State File Number: 2024002131

Cherryl Lund Rose

DECEDENT INFORMATION

Date of Death:	January 31, 2024	Time of Death:	17:40
City of Death:	Salt Lake City	County of Death:	Salt Lake
Age:	94	Date of Birth:	January 1, 1930
Place of Birth:	McCammom, Idaho	Sex:	Female
Armed Services:	No	Marital Status:	Widowed
Spouse's Name:		Usual Occupation:	Owner/Operator
Industry/Business:	Apartments	Education:	High School or GED
Residence:	Salt Lake City, Utah	Father's Name:	Parley Morse Morris
Mother's Name:	Sarah Eliassen	Facility Type:	Home
Facility or Address:	1732 East Hollywood Ave.		

INFORMANT INFORMATION

Name:	Scott Lund	Relationship:	Son
Mailing Address:	11322 South Via Bonito Drive, South Jordan, Utah 84095		

DISPOSITION INFORMATION

Method of Disposition:	Cremation
Place of Disposition:	Utah Funeral Directors Cremation Center, South Jordan, Utah
Date of Disposition:	February 8, 2024

FUNERAL HOME INFORMATION

Funeral Home:	Neptune Society
Address:	2120 South 700 East Space C, Salt Lake City, Utah 84106
Funeral Director:	Eric MacKay

MEDICAL CERTIFICATION

Certifying Physician:	James L Stayner MD, 4401 Harrison Blvd, Ogden, Utah 84401
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CAUSE OF DEATH

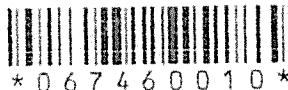
Aspiration pneumonitis  
 Due to (or as a consequence of): Dysphagia with aspiration  
 Due to (or as a consequence of): Severe protein and calorie malnutrition  
 Due to (or as a consequence of): Alzheimer dementia  
 Tobacco Use: Non-user  
 Medical Examiner Contacted: Yes Autopsy Performed: No Manner of Death: Natural

Date Registered: February 5, 2024  
 Date Issued: February 5, 2024

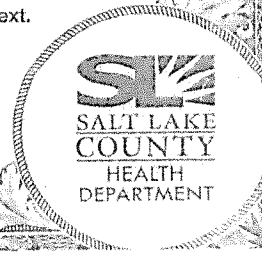
14227161 B: 11484 P: 529 Page 4 of 14

This is an exact reproduction of the facts registered in the Utah State Office of Vital Records and Statistics. Security features of this official document include: Intaglio Border, V & R images in top cycloids, and intaglio microtext. This document displays the date, seal and signature of the Utah State Registrar of Vital Record and Statistics.

*Linda S. Winger*  
 Linda S. Winger, MSW, LCSW  
 State Registrar



*Angela C. Dunn*  
 Angela C. Dunn, MD, MPH  
 Director/Health Officer  
 County/District Health Department



# STATE OF UTAH - DEPARTMENT OF HEALTH - OFFICE OF VITAL RECORDS AND STATISTICS

## AFFIDAVIT TO AMEND A RECORD

Corrections to a vital record may be made by affidavit but an item on a birth record may be corrected by affidavit only once. A court order is required for gender or subsequent changes. This form is not used with a court order. A court order is necessary to make any corrections to a Delayed Birth Certificate or Death Certificate. This affidavit cannot be used to correct medical information. Many changes, including marital status, require more information; please visit our website or contact our office. Please return any copies of the certificate with this completed affidavit and all supporting documentation. If corrected certificates are reissued within 90 days of issuance, the new certificate fee will be waived but affidavit fees may still apply. This affidavit may be mailed with the correct fees, proof of ID and application for a new certificate.

**Mailing Address:** Office of Vital Records and Statistics PO Box 141012 Salt Lake City, UT 84114-1012  
**Physical Address:** Office of Vital Records and Statistics 288 North 1460 West Salt Lake City, UT 84116  
**Contact Info:** <https://VitalRecords.utah.gov> 801-538-6105 vrequest@utah.gov



**Affidavit Instructions:** Please print or type. Items 1-6: Enter the facts as reported on the current vital record. Item 7: Enter the item number from items 1-6 that will be changed, if applicable. Item 8a: Enter the information as stated on the original record. Item 8b: Enter the correct information as it should be stated. Item 9: Enter the reason the change is necessary. Item 10: Enter the proofs used to support the change. The proofs must match the asserted fact(s) exactly. Proofs must be submitted with the affidavit. Items 11-22: Enter witness information.

**Witnesses for Birth Certificate:** If the person listed on the record is under 18 years of age, both parents of record MUST sign the affidavit. If only one parent is listed, the second witness MUST be an immediate family member of the listed parent. If the person listed on the record is 18 years of age or older, he/she MUST sign as one of the witnesses. The second witness MUST be their immediate family member.

**Witnesses for Death Certificate:** The informant must sign as a witness along with an immediate member of the decedent's family. If adding a spouse, the spouse must sign as a witness. If no immediate family, a person who is knowledgeable of the facts may sign.

[ ] BIRTH      [ ] DEATH      [ ] STILLBIRTH

STATE FILE NUMBER: \_\_\_\_\_

INFORMATION AS REPORTED ON RECORD	1a. FIRST NAME		1b. MIDDLE NAME		1c. LAST NAME	
	2. SEX	3. DATE OF EVENT		4. PLACE OF OCCURRENCE (City and County)		
	5. NAME OF PARENT 1 (Maiden name if applicable)			6. NAME OF PARENT 2 (Maiden name if applicable)		
STATEMENT OF AMENDMENTS	7. ITEM NO.	8a. FACTS EXACTLY AS ON ORIGINAL RECORD			8b. CORRECT INFORMATION	
WHY IS CHANGE NEEDED?	9. _____					
DOCUMENTS USED	10. _____					
OATH OF FIRST WITNESS (MUST BE 18 OR OLDER)	I hereby certify under penalty of perjury, that I have personal knowledge of the above facts and that the information given is true and correct.				Subscribed to and Sworn to before me this ____ day of ____ 20__.	
	11a. SIGNATURE OF WITNESS (Must sign in front of Notary)			11b. PRINTED NAME OF WITNESS		
	STATE _____		COUNTY _____			
	NOTARY SIGNATURE _____					
	12. DATE SIGNED	13. AGE OF WITNESS	14. DAYTIME TELEPHONE	15. RELATIONSHIP TO 1a.		
16. ADDRESS OF WITNESS						
OATH OF SECOND WITNESS (MUST BE 18 OR OLDER)	I hereby certify under penalty of perjury, that I have personal knowledge of the above facts and that the information given is true and correct.				Subscribed to and Sworn to before me this ____ day of ____ 20__.	
	17a. SIGNATURE OF WITNESS (Must sign in front of Notary)			17b. PRINTED NAME OF WITNESS		
	STATE _____		COUNTY _____			
	NOTARY SIGNATURE _____					
	18. DATE SIGNED	19. AGE OF WITNESS	20. DAYTIME TELEPHONE	21. RELATIONSHIP TO 1a.		
22. ADDRESS OF WITNESS						

**EXHIBIT B**  
**GOVERNING TRUSTEE AGREEMENT**

*[See document attached hereto]*

**AGREEMENT REGARDING REMOVAL,  
APPOINTMENT AND ACCEPTANCE OF TRUSTEE**

THIS AGREEMENT REGARDING REMOVAL, APPOINTMENT AND ACCEPTANCE OF TRUSTEE (this "Agreement") is entered into this 29 day of March, 2024, by and among R. Scott Lund, Wendy Rossman, Roy Jason Lund and Wayne Michael Rossman (each referred to individually as a "Party" and collectively as the "Parties").

**Recitals**

A. By Declaration of Trust dated March 11, 1997 (the "Trust Agreement"), Cherryl M. Rose ("Cherryl"), as grantor and trustee, created The Cherryl Zina Morris Lund Rose Family Trust (the "Trust"), which she subsequently amended in its entirety by Third Amended and Restated Trust Agreement dated May 14, 2020 (the "Amended Trust Agreement") and by Removal of Co-Trustee dated May 14, 2020 (the "Removal of Co-Trustee").

B. Cherryl died on January 31, 2024.

C. Upon Cherryl's death, Paragraph 4 of the Removal of Co-Trustee specifies that Zions Bancorporation, N.A. ("Zions") shall act as successor trustee. Article Eighteenth of the Amended Trust Agreement also states that, "[i]n addition, after [Cherryl's] death, the adult beneficiaries of the Trust who may then receive distributions from the Trust, acting by unanimous vote, shall have the power to remove or replace any successor TRUSTEE or TRUSTEES by delivering to any TRUSTEE or TRUSTEES who are then acting written notice to that effect and naming a corporate fiduciary to serve as TRUSTEE of all trusts created hereunder."

D. The Parties alerted Zions of its right to serve as successor trustee of the Trust, but Zions declined to act as successor trustee.

E. The Parties asked Bank of Utah to serve as successor trustee of the Trust, but Bank of Utah also declined to act as successor trustee.

F. Because the Amended Trust Agreement requires the successor trustee to distribute a home and half of the remaining Trust assets to one of the Parties and because the Amended Trust Agreement requires the successor trustee to distribute the other half of the remaining Trust assets to several subtrusts, the total value of which subtrusts is not significant, it is unlikely that any corporate fiduciary will agree to serve as successor trustee of the Trust.

G. Accordingly, the Parties, who are all the adult beneficiaries of the Trust who may receive distributions from the Trust, desire to exercise their power under the Amended Trust Agreement to remove Zions as successor trustee of the Trust.

H. Moreover, the Parties, who are all the "interested persons" in the Trust for purposes of Utah Code Section 75-7-110, desire (1) to appoint R. Scott Lund, Wendy Rossman and Roy Jason Lund as successor co-trustees of the Trust, (2) to appoint R. Scott Lund and Ashley Lund Linton as co-trustees



of The Cheryl Zina Morris Lund Rose Education Trust for the benefit of Tyler Linton governed by Article Third(B) of the Amended Trust Agreement ("Tyler's Education Trust"), (3) to appoint Roy Jason Lund as sole trustee of The Cheryl Zina Morris Lund Rose Education Trust for the benefit of Natalie Ann Lund governed by Article Third(B) of the Amended Trust Agreement ("Natalie's Education Trust"), (4) to appoint Wendy Rossman as sole trustee of The Wendy Rossman Trust governed by Article Third(C)(3) of the Amended Trust Agreement ("Wendy's Trust") and (5) to appoint Roy Jason Lund as sole trustee of The Roy Jason Lund Trust governed by Article Third(C)(3) of the Amended Trust Agreement ("Roy's Trust"), all in accordance with the provisions of Utah Code Sections 75-7-110(2) and 75-7-110(4)(d), which allow the "interested persons" to "enter into a binding nonjudicial settlement agreement with respect to any matter involving a trust," including the "appointment of a trustee."

### Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. **Removal and Appointment.** The Parties, on behalf of themselves and all of their minor and unborn children, hereby agree that Zions is removed as the successor trustee of the Trust. The Parties, on behalf of themselves and all of their minor and unborn children, hereby further agree that (a) R. Scott Lund, Wendy Rossman and Roy Jason Lund are appointed as successor co-trustees of the Trust, (b) R. Scott Lund and Ashley Lund Linton are appointed as co-trustees of Tyler's Education Trust, (c) Roy Jason Lund is appointed as sole trustee of Natalie's Education Trust, (d) Wendy Rossman is appointed as sole trustee of Wendy's Trust and (e) Roy Jason Lund is appointed as sole trustee of Roy's Trust.

2. **Acceptance.** The Parties hereby further agree as follows: (a) R. Scott Lund, Wendy Rossman and Roy Jason Lund accept the foregoing appointment to serve as successor co-trustees of the Trust and agree to carry out the duties and responsibilities as successor co-trustees of the Trust. (b) R. Scott Lund and Ashley Lund Linton accept the foregoing appointment to serve as co-trustees of Tyler's Education Trust and agree to carry out the duties and responsibilities as co-trustees of Tyler's Education Trust. (c) Roy Jason Lund accepts the foregoing appointment to serve as sole trustee of Natalie's Education Trust and agrees to carry out the duties and responsibilities as sole trustee of Natalie's Education Trust. (d) Wendy Rossman accepts the foregoing appointment to serve as sole trustee of Wendy's Trust and agrees to carry out the duties and responsibilities as sole trustee of Wendy's Trust. (e) Roy Jason Lund accepts the foregoing appointment to serve as sole trustee of Roy's Trust and agrees to carry out the duties and responsibilities as sole trustee of Roy's Trust.

3. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all negotiations, representations, prior discussions and preliminary agreements between the Parties relating to the subject matter hereof. The Parties intend that this Agreement be effective as a non-judicial settlement agreement under the provisions of Utah Code Section 75-7-110(2). All provisions herein shall be interpreted accordingly.

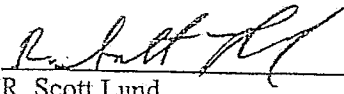
4. **Governing Law.** This Agreement shall be governed by and construed in

accordance with the laws of the State of Utah.

5. **Binding Effect.** This Agreement is binding on and will inure to the benefit of the Parties and their respective distributees, successors and assigns, including, without limitation, the Parties' minor and unborn descendants.

6. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

  
\_\_\_\_\_  
R. Scott Lund

\_\_\_\_\_  
Wendy Rossman

\_\_\_\_\_  
Roy Jason Lund

\_\_\_\_\_  
Wayne Michael Rossman

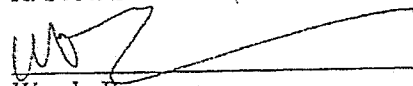
accordance with the laws of the State of Utah.

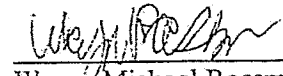
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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

  
\_\_\_\_\_  
R. Scott Lund

  
\_\_\_\_\_  
Wendy Rossman

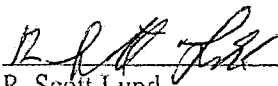
\_\_\_\_\_  
Roy Jason Lund  
  
\_\_\_\_\_  
Wayne Michael Rossman

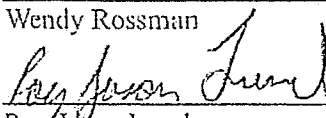
accordance with the laws of the State of Utah.

5. **Binding Effect.** This Agreement is binding on and will inure to the benefit of the Parties and their respective distributees, successors and assigns, including, without limitation, the Parties' minor and unborn descendants.

6. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

  
\_\_\_\_\_  
R. Scott Lund

Wendy Rossman  
  
\_\_\_\_\_  
Roy Jason Lund

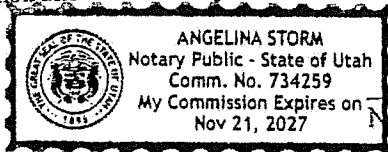
\_\_\_\_\_  
Wayne Michael Rossman



STATE OF Utah

COUNTY OF Salt Lake

On the 4 day of April, 2024, personally appeared before me R. Scott Lund, a signer of the above instrument who duly acknowledged to me that he executed the same.

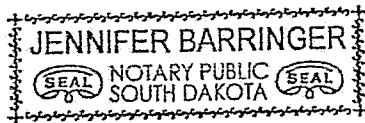


Angelina Storm  
Notary Public

STATE OF South Dakota

COUNTY OF Pennington :SS

On the 30<sup>th</sup> day of March, 2024, personally appeared before me Wendy Rossman, a signer of the above instrument who duly acknowledged to me that she executed the same.



Jennifer Barringer  
Notary Public Expires: June 6, 2025

STATE OF \_\_\_\_\_ )  
:SS  
COUNTY OF \_\_\_\_\_ )

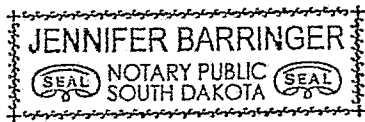
On the \_\_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me Roy Jason Lund, a signer of the above instrument who duly acknowledged to me that he executed the same.

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

STATE OF South Dakota

COUNTY OF Pennington :SS

On the 30<sup>th</sup> day of March, 2024, personally appeared before me Wayne Michael Rossman, a signer of the above instrument who duly acknowledged to me that he executed the same.



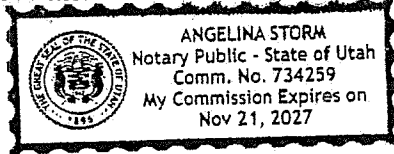
Jennifer Barringer  
Notary Public Expires: June 6, 2025

STATE OF Utah )

:SS

COUNTY OF Salt Lake )

On the 4 day of April, 2024, personally appeared before me R. Scott Lund, a signer of the above instrument who duly acknowledged to me that he executed the same.



AS Storm  
Notary Public

STATE OF \_\_\_\_\_ )

:SS

COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me Wendy Rossman, a signer of the above instrument who duly acknowledged to me that she executed the same.

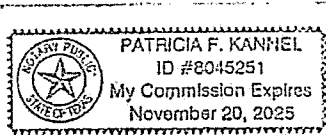
\_\_\_\_\_  
Notary Public

STATE OF Texas )

:SS

COUNTY OF Taylor )

On the 1<sup>st</sup> day of April, 2024, personally appeared before me Roy Jason Lund, a signer of the above instrument who duly acknowledged to me that he executed the same.



Patricia F. Kannel  
Notary Public

STATE OF \_\_\_\_\_ )

:SS

COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me Wayne Michael Rossman, a signer of the above instrument who duly acknowledged to me that he executed the same.

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