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Recorded DEC 30 1970 at 10:13 a.m.  
Request of James J. Hall & Frank  
Fee Paid HAZEL TACCAART CHASE  
Recorder, Salt Lake County, Utah  
\$ 11.50 By [Signature] Deputy  
Ref. 345 to State Pl. City  
84111

RIGHT-OF-WAY AGREEMENT

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THIS AGREEMENT, made and entered into this 3<sup>rd</sup> day of December, 1970, by and between GLENN C. SCHMIDT and MILDRED Y. SCHMIDT, his wife; HEBER VALLEY MILK COMPANY, a corporation; EWELL & SONS CONSTRUCTION COMPANY; UTAH SAND & GRAVEL CORPORATION; OSCAR E. CHYTRAUS COMPANY; CONSOLIDATED BUILDING SUPPLY; MAURICE G. BURTON and VERNA LEE BURTON, his wife; LOUIS IVIE and KAROLYN D. IVIE, his wife; UTE LINER, INC. (formerly Maurice Burton, Inc.) and GLENN E. JESSOP and IONE J. JESSOP, his wife;

W I T N E S S E T H:

WHEREAS, the above named persons or corporations are owners of and successors in interest to the properties hereinafter described; and

WHEREAS, by way of various documents and agreements, the interest of the parties hereto to the properties hereinafter described, has been subject to a right-of-way agreement and easement, the exact location of which has been disputed; and

WHEREAS, the parties are desirous of establishing a permanent right-of-way for the use and benefit of the property and the parties;

NOW, THEREFORE, for the considerations hereinafter set forth, the parties agree as follows:

1. The parties stipulate and agree that the properties owned by the parties, in which the parties have an interest, have been heretofore subjected to a right-of-way easement specifically described as follows:

Beginning at a point in the center of 16th South Street, as marked by stone monuments, said point being 33 feet South and South 89° 39' West, 1880.3 feet from the Southeast Corner of Lot 1, Block 9, 10 Acre Plat "A", Big Field Survey, the same being 271.4 feet South and 1073.5 feet West from the Northeast Corner of the Southeast Quarter of Section 1, Township 2 South, Range 1 West, Salt Lake Meridian, and running thence South 124 feet to a point

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1 rod Southeasterly from the Old Rio Grande Western Switch property; thence South 54° 36' West 130.7 feet; thence South 671.7 feet to the U. S. Fire Clay Company's ground; thence West 16.5 feet; thence North 679.8 feet to the Rio Grande Western grounds; thence parallel to said track North 54° 36' East 130.7 feet; thence North 115.9 feet to the center of the County Road; thence East 16.5 feet to the place of beginning.

2. That the parties each hereby declare that the said right-of-way agreement above described is abandoned by all of the parties, and each of the parties hereto quitclaims to the other party such right, title and interest as they may have to said right-of-way agreement for the purposes of this agreement.

3. The parties each hereby agree that the properties of the parties shall be subject to a right-of-way for ingress and egress over the following described property located in Salt Lake County, State of Utah, as follows:

Beginning at a point 277.20 feet South and 1212.42 feet West from the Northeast corner of the Southeast quarter of Section 1, in Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 2° 45' West 223.50 feet; thence South 45° East 32.81 feet; thence South 624.96 feet to the North property line of the property formerly owned by Gladding McBean & Co., and now owned by Glenn Jessop; thence East 16.50 feet to an existing chain link fence; thence North along said fence 631.79 feet; thence North 45° West 22.20 feet; thence North 2° 45' East 224.17 feet; thence West 24.0 feet to the point of beginning.

4. The parties further stipulate and agree that it is the intention of the parties that the right-of-way described in the paragraph above shall be used as a right-of-way for all property owners executing this agreement, their heirs and assigns, and that the same shall be used by said parties in place of the old right-of-way agreement, which by this agreement has been abandoned in favor of the new right-of-way created hereby.

5. The parties stipulate and agree that the right-of-way easement hereby created shall also be used as a utility right-of-way for the development of the various properties affected by the right-of-way. The parties further

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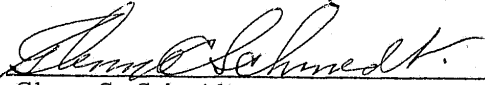
1 stipulate and agree that all utilities may be placed upon or under said right-of-  
2 way; providing, however, that the right-of-way is maintained for ingress and  
3 egress, as herein provided.

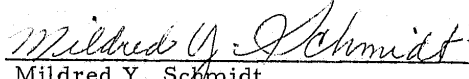
4 6. It is specifically agreed that any property lying east of the present  
5 chain link fence, that is, the east boundary of the new right-of-way herein de-  
6 scribed shall be and remain a part of the property which is being purchased by  
7 Maurice G. Burton and Louis Ivie under that certain Uniform Real Estate Con-  
8 tract dated March 14, 1969, a copy of which is attached hereto and shall be sub-  
9 ject to the terms thereof, and by this agreement all parties other than the parties  
10 to said Uniform Real Estate Contract and their successors and assigns do here-  
11 by quit-claim all of their respective interest and title in said property to said  
12 parties to said Uniform Real Estate Contract and their successors and assigns.

13 7. The parties Maurice G. Burton, Louis Ivie and Ute Liner, Inc.  
14 warrant that there has been no transfer, assignment, or encumbrance by any of  
15 them of all or any part of the tract of land described in that certain Uniform  
16 Real Estate Contract by and between the above-named Ewell & Sons Construct-  
17 ion Company, Utah Sand & Gravel Corporation, Oscar E. Chytraus Company  
18 and Consolidated Building Supply as "Seller" and Maurice G. Burton and Louis  
19 Ivie as "Buyer" dated March 14, 1969, other than the transfer between them-  
20 selves and other than this document, and that they, or one or more of them,  
21 are the owners of the whole of the contract purchaser's rights, powers and  
22 equity in the same premises.

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25 IN WITNESS WHEREOF, the parties have hereunto set their hands and  
26 seals the day and year first above written.

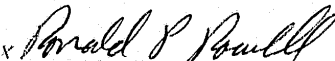
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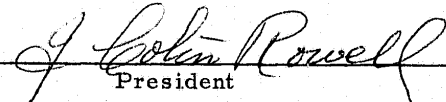
  
Glenn C. Schmidt

  
Mildred Y. Schmidt

HEBER VALLEY MILK COMPANY

Attest:

  
Secretary

By   
President

1 Attest: EWELL & SONS CONSTRUCTION CO.

2  
3 ~~James Ewell~~ By  Byron Ewell  
Secretary President

5 Attest: UTAH SAND & GRAVEL CORPORATION

6 V. F. Carter By P. D. Mills  
7 ~~at~~ Secretary President

9 Attest: OSCAR E. CHYTRAUS COMPANY

10 Harold Chytraus By Oscar Chytraus  
11 Secretary President

13 Attest: CONSOLIDATED BUILDING SUPPLY

14 Wayne B. Johnson By Ronald E. Chytraus  
15 Secretary President

17 Maurice G. Burton  
18 Maurice G. Burton

19 Verna Lee Burton  
20 Verna Lee Burton

21 Louis Ivie  
22 Louis Ivie

23 Karolyn D. Ivie  
24 Karolyn D. Ivie

26 Attest: UTE LINER, INC. (formerly Maurice  
27 Burton, Inc.)

28 Kenneth M. Burton By Maurice G. Burton  
29 Secretary President

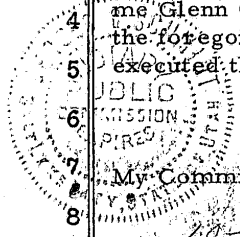
30 Glenn E. Jessop  
31 Glenn E. Jessop

32 Ione J. Jessop  
Ione J. Jessop

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1 STATE OF UTAH )  
2 : ss.  
3 County of Salt Lake )

4 On the 3<sup>rd</sup> day of December, 1970, personally appeared before  
5 me Glenn C. Schmidt and Mildred Y. Schmidt, his wife, some of the signers of  
6 the foregoing Right-of-way Agreement, who duly acknowledged to me that they  
7 executed the same.

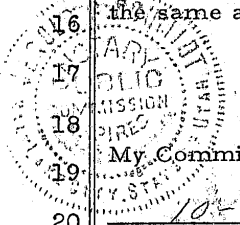


Glenn C. Schmidt  
Notary Public, residing in  
Salt Lake County, Utah

8 My Commission Expires:  
9 10-1-71

10 STATE OF UTAH )  
11 : ss.  
12 County of Salt Lake )

13 On the 3<sup>rd</sup> day of December, 1970, personally appeared before me  
14 J. Colin Rowell and Ronald P. Rowell who being by me duly sworn did say, each  
15 for himself, that he, the said J. Colin Rowell is the president, and he, the said  
16 Ronald P. Rowell is the secretary of Heber Valley Milk Company, and that the  
17 within and foregoing instrument was signed in behalf of said corporation by  
18 authority of a resolution of its board of directors and said J. Colin Rowell and  
19 Ronald P. Rowell each duly acknowledged to me that said corporation executed  
20 the same and that the seal affixed is the seal of said corporation.

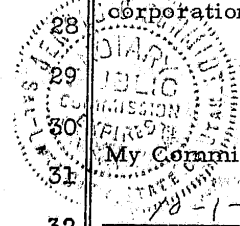


J. Colin Rowell  
Notary Public, residing in  
Salt Lake County, Utah

21 My Commission Expires:  
22 10-1-71

23 STATE OF UTAH )  
24 : ss.  
25 County of Salt Lake )

26 On the 3<sup>rd</sup> day of December, 1970, personally appeared before me  
27 Byron Ewell and Darrell Ewell, who being by me duly sworn  
28 did say, each for himself, that he, the said Byron Ewell is the president,  
29 and he, the said Darrell Ewell is the secretary of Ewell & Sons Construct-  
30 ion Co. and that the within and foregoing instrument was signed in behalf of  
31 said corporation by authority of a resolution of its board of directors and said  
32 Byron Ewell and Darrell Ewell each duly acknowledged to me that  
said corporation executed the same and that the seal affixed is the seal of said  
corporation.



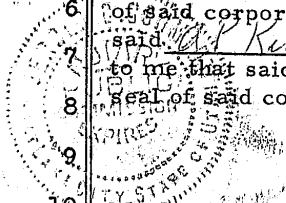
Byron Ewell  
Notary Public, residing in  
Salt Lake County, Utah

33 My Commission Expires:  
34 10-1-71

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1 STATE OF UTAH )  
2 : ss.  
3 County of Salt Lake )

4 On the 3<sup>rd</sup> day of December, 1970, personally appeared before me  
5 A.P. Kirby and V.F. Carter, who being by me duly sworn did say,  
6 each for himself, that he, the said A.P. Kirby is the president, and  
7 he, the said V.F. Carter is the secretary of Utah Sand & Gravel  
8 Corporation and that the within and foregoing instrument was signed in behalf  
9 of said corporation by authority of a resolution of its board of directors and  
10 said A.P. Kirby and V.F. Carter each duly acknowledged  
11 to me that said corporation executed the same and that the seal affixed is the  
12 seal of said corporation.

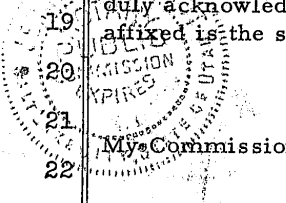


J. G. Schmiedt  
Notary Public, residing in  
Salt Lake County, Utah

10 My Commission Expires 10-1-71

12 STATE OF UTAH )  
13 : ss.  
14 County of Salt Lake )

15 On the 3<sup>rd</sup> day of December 1970, personally appeared before  
16 me Oscar E. Chytraus and Howard N. Chytraus, who being by me duly  
17 sworn did say, each for himself, that he, the said Oscar E. Chytraus  
18 is the president; and he, the said Howard N. Chytraus is the secretary of  
19 Oscar E. Chytraus Company and that the within and foregoing instrument was  
20 signed in behalf of said corporation by authority of a resolution of its board of  
21 directors and said Oscar E. Chytraus and Howard N. Chytraus each  
22 duly acknowledged to me that said corporation executed the same that the seal  
23 affixed is the seal of said corporation.

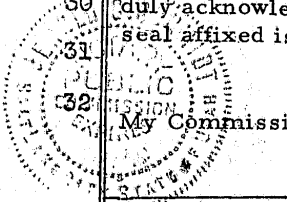


J. G. Schmiedt  
Notary Public, residing in  
Salt Lake County, Utah

22 My Commission Expires: 10-1-71

24 STATE OF UTAH )  
25 : ss.  
26 County of Salt Lake )

27 On the 3<sup>rd</sup> day of December, 1970, personally appeared before  
28 me Ronald E. Chytraus and Wayne L. Johnson, who being by me duly sworn  
29 did say, each for himself, that he, the said Ronald E. Chytraus is the  
30 president, and he, the said Wayne L. Johnson is the secretary of  
31 Consolidated Building Supply and that the within and foregoing instrument was  
32 signed in behalf of said corporation by authority of a resolution of its board of  
33 directors and said Ronald E. Chytraus and Wayne L. Johnson each  
34 duly acknowledged to me that said corporation executed the same and that the  
35 seal affixed is the seal of said corporation.



J. G. Schmiedt  
Notary Public, residing in  
Salt Lake County, Utah

32 My Commission Expires: 10-1-71

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1 STATE OF UTAH )  
: ss.  
2 County of Salt Lake )

3 On the 3<sup>rd</sup> day of December, 1970, personally appeared before  
4 me Maurice G. Burton and Verna Lee Burton, his wife, some of the signers of  
5 the foregoing Right-Of-Way Agreement, who duly acknowledged to me that they  
6 executed the same.

7 Arnold G. Schmidt  
Notary Public, residing in  
Salt Lake County, Utah

My Commission Expires: 10-1-71

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10 STATE OF UTAH )  
: ss.  
11 County of Salt Lake )

12 On the 3<sup>rd</sup> day of December, 1970, personally appeared be-  
13 fore me Louis Ivie and Karolyn D. Ivie, his wife, some of the signers of the  
14 foregoing Right-Of-Way Agreement, who duly acknowledged to me that they  
15 executed the same.

16 Arnold G. Schmidt  
Notary Public, residing in  
Salt Lake County, Utah

My Commission Expires: 10-1-71

17  
18 STATE OF UTAH )  
: ss.  
19 County of Salt Lake )

20 On the 3<sup>rd</sup> day of December, 1970, personally appeared before  
21 me Maurice G. Burton and Randy Burton who being by me duly sworn did say,  
22 each for himself, that he, the said Maurice G. Burton is the president, and  
23 he, the said Randy Burton is the secretary of Ute Liner, Inc. (formerly  
24 Maurice Burton, Inc.) and that the within and foregoing instrument was signed  
25 in behalf of said corporation by authority of a resolution of its board of direct-  
26 ors and said Maurice G. Burton and Randy Burton each duly acknowledged to  
27 me that said corporation executed the same and that the seal affixed is the  
28 seal of said corporation.

29 Arnold G. Schmidt  
Notary Public, residing in  
Salt Lake County, Utah

My Commission Expires: 10-1-71

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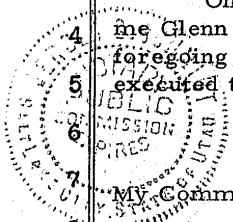
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1 STATE OF UTAH )  
2 : ss.  
3 County of Salt Lake )

4 On the 3<sup>rd</sup> day of December, 1970, personally appeared before  
5 me Glenn E. Jessop and Ione J. Jessop, his wife, some of the signers of the  
6 foregoing Right-Of-Way Agreement, who duly acknowledged to me that they  
7 executed the same.

8 Paul G. Schmidt  
9 Notary Public, residing in  
10 Salt Lake County, Utah

11 My Commission Expires: 10-1-71



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