

Diana Baun

From: Tamaran Woodland
Sent: Friday, June 26, 2026 9:33 AM
To: Diana Baun; emigrationcanyon@utah.gov
Subject: Fw: Public Comment for the Project Record Emigration Canyon Road Improvement Project (PIN 21302)

Passing on this public comment.

Get [Outlook for iOS](#)

From: R Macfarlane <robert.c.macfarlane@gmail.com>
Sent: Friday, 26 June 2026 07:09:45
To: Eduardo Miranda <emiranda@utah.gov>; HG Kunzler <hg@avenueconsultants.com>; Tolin Hessell <thessell@msd.utah.gov>; Tamaran Woodland <twoodland@msd.utah.gov>
Cc: michelle@mhenrie.com <michelle@mhenrie.com>; Hitowellness@gmail.com <Hitowellness@gmail.com>
Subject: Public Comment for the Project Record Emigration Canyon Road Improvement Project (PIN 21302)

You don't often get email from robert.c.macfarlane@gmail.com. [Learn why this is important](#)

Public Comment for the Project Record
Emigration Canyon Road Improvement Project (PIN 21302)
June 30, 2026 Public Open House

Submitted by: Robert Macfarlane, Trustee, Robert and Stefanie Macfarlane Family Trust
6102 Emigration Canyon Road, Salt Lake City, Utah 84108
robert.c.macfarlane@gmail.com | 801-319-0097

To the Project Team (MSD / UDOT / Avenue Consultants):

I own property within the project corridor — Lots 6 and 8, Little Mountain Subdivision No. 1 — and submit this comment for the project record. I understand the June 30 open house is an informational kickoff and not a formal comment period. I submit this in writing so that my concerns are dated and preserved in the project file in advance of the draft environmental document and the formal public hearing. I reserve the right to develop each point in the formal comment period, and nothing here reflects agreement with any assumed right-of-way line.

I. Right-of-Way and Recorded Ownership — Documentary Requests.

These requests have been made before and remain unanswered. I renew them here so they are timestamped in the project file before design and the environmental document advance:

1. Produce Drawing W-92. The project plans cross-reference W-92 as the source for right-of-way and subdivision data along this corridor. I have requested it twice directly and through a formal records request; it has not been produced.
2. Produce the recorded conveyance instruments — deeds, easements, or dedications — that establish the assumed right-of-way width along the frontage of Lots 6 and 8.

3. Provide written certification that the project holds a continuous recorded right-of-way of the assumed width along my frontage before additional design funds are expended.
4. Label any right-of-way line or footprint shown to the public as preliminary and unverified, consistent with the project notice stating that right-of-way impacts and acquisitions are still being evaluated.

II. Concerns Preserved for the Environmental Review.

The following are factual concerns I am entering in the project file now so the environmental analysis accounts for them. Each is supported by evidence I can produce, and I intend to develop each in the formal comment period. They bear on whether this project qualifies for a Categorical Exclusion or must be elevated to an Environmental Assessment under 23 C.F.R. § 771.117(b).

A. Existing noise levels and the loss of the buffer that controls them. I have raised traffic- and motorcycle-noise concerns for this part of the canyon with Emigration Canyon's local government over a period of years. The corridor's noise environment is already elevated. Widening the roadway — and the higher traffic volumes and speeds that follow — will worsen it, and the project will remove the mature vegetation, including established hedge and cottonwoods, that now shelters homes from road noise and headlight glare. Removing that buffer while adding traffic compounds the impact. I request a project-specific traffic-noise analysis; an unresolved noise impact is among the factors the extraordinary-circumstances review must address before a Categorical Exclusion can be supported.

B. Documented evidence of the canyon's noise problem. I am a member of Utah Physicians for a Healthy Environment, the plaintiff in *UPHE v. Harley Davidson of Salt Lake City et al.*, No. 2:22-cv-473-DBB-DAO (D. Utah). In a declaration filed in that case under penalty of perjury, I documented that on June 12, 2021, a motorcycle passed my home on Emigration Canyon Road registering 104.7 decibels on a calibrated sound-measurement application, while a stock motorcycle the same day registered 69.8 decibels. I can produce that declaration. This establishes, on a sworn record, that the corridor's noise baseline is not theoretical and that increasing the road's capacity and operating speed carries a concrete noise consequence the environmental review must evaluate.

C. Induced traffic volume and speed. Widening a constrained canyon road predictably induces higher traffic volumes and higher operating speeds. That outcome cuts against the project's stated safety rationale and directly increases noise and risk to residents and to wildlife using the corridor. I will address the supporting transportation literature in the formal comment period.

D. Wildlife — a documented assemblage of protected migratory raptors, and the timing constraints that follow. The mature trees and adjacent airspace at and across from my property support a recurring assemblage of three protected migratory raptor species:

- **Great horned owls** — documented on video dated January 29, 2026, roosting in the trees directly across the road from my home; my neighbor Ashley George (6099 Emigration Canyon Road) is a corroborating observer.
- **Red-tailed hawks** — regularly observed perching and hunting from the mature roadside trees along my frontage.
- **Turkey vultures** — which frequent the same roadside trees within the corridor.

Each is protected under the federal Migratory Bird Treaty Act (16 U.S.C. §§ 703–712; species list at 50 C.F.R. 10.13) and under the Utah Wildlife Resources Code (Title 23A); Executive Order 13186 separately directs federal agencies and their NEPA undertakings to avoid or minimize the take of migratory birds and to advance their conservation.

The recognized framework for evaluating these resources in Utah is the U.S. Fish and Wildlife Service, Utah Field Office, Guidelines for Raptor Protection from Human and Land Use Disturbances (Romin & Muck, 2002). By their own terms, those Guidelines were prepared to assist land-use planners through the NEPA process, and they place the first obligation on the project proponent: to identify the raptor species present and to survey for nests, winter roosts, and foraging habitat before impacts can be assessed or excluded. That identification has not been done here. The project cannot support a finding of no extraordinary circumstances under 23 C.F.R. § 771.117(b) on raptor resources it has not yet surveyed — the presence of this assemblage is documented, while the agency's survey is not.

Construction timing is not a detail that can be deferred. Should the survey the Guidelines call for confirm nesting within the area of influence, the Service recommends species-specific seasonal windows during which surface-disturbing activity should not occur: December 1 through September 30 for the great horned owl (the longest nesting window of any Utah raptor, beginning in deep winter; quarter-mile buffer); March 15 through August 15 for the red-tailed hawk (half-mile buffer); and May 1 through August 15 for the turkey vulture (half-mile buffer). Read together, these windows leave a narrow seasonal margin for corridor work, and the Guidelines further identify turkey vultures among the raptor species least tolerant of human disturbance and place road construction within the category of activity for which the full buffer applies during the high-risk nesting stages. The January 29 owl observation, falling within the species' early nesting period, underscores that this constraint is present and not speculative.

I therefore request that the environmental review (1) include a raptor presence-and-nest survey of the corridor consistent with the Service's Utah Field Office Guidelines; and (2) coordinate with the Utah Division of Wildlife Resources and the U.S. Fish and Wildlife Service before any construction sequencing or seasonal work windows are established. These constraints are entered now so that they inform the environmental document, rather than being discovered after the design is locked.

III. Request.

I request that this comment be entered in the project file with its date of receipt, that the items in Section I be answered in writing, and that the concerns in Section II be carried into the scope of the environmental review. I reserve all rights with respect to my property and the right to supplement this comment at the formal public hearing.

Respectfully submitted,

Robert Macfarlane, Trustee

Robert and Stefanie Macfarlane Family Trust

Date: June 26, 2026

Diana Baun

From: David Brems <dbrems@emigration.utah.gov>
Sent: Thursday, July 9, 2026 11:39 AM
To: cameron; Claire Gillmor; charris@emigration.utah.gov; jhawkes@emigration.utah.gov; rpinon@emigration.utah.gov; ngriffith; Diana Baun
Subject: Fwd: PUBLIC COMMENT TO THE EMIGRATION CANYON CITY COUNCIL Right-of-Way Basis for the Emigration Canyon Road Improvement Project (PIN 21203)

All, from Robert McFarland.

----- Forwarded message -----

From: **R Macfarlane** <robert.c.macfarlane@gmail.com>
Date: Thu, Jul 9, 2026 at 9:07 AM
Subject: PUBLIC COMMENT TO THE EMIGRATION CANYON CITY COUNCIL Right-of-Way Basis for the Emigration Canyon Road Improvement Project (PIN 21203)
To: <jvaldez@kearns.utah.gov>, <bhartsell@msd.utah.gov>, <LLstringham@slco.org>, mjensen@magna.utah.gov <mjensen@magna.utah.gov>, David Brems (brems@ecmetro.org) <dbrems@emigration.utah.gov>, <aperry@whitecity.utah.gov>, sclayton@copperton.utah.gov <sclayton@copperton.utah.gov>, <keithzuspan@brighton.utah.gov>

Submitted by Robert Macfarlane, [6102 Emigration Canyon Road, Salt Lake City, Utah 84108](#) — a resident and property owner within the project corridor. I ask that this written comment be entered in the record of this meeting.

I do not oppose intelligent safety improvements on Emigration Canyon Road. I am commenting because the assumptions on which this project was approved have changed — several of them acknowledged by the project's own staff at the June 16, 2026 meeting of Emigration Canyon Town Council — and because this Board, as the local sponsor and subrecipient of federal-aid funds, is the body that will answer for the budget if those changes are not addressed while the project is still in its feasibility and preliminary-design phase. Now is the inexpensive moment to ask hard questions. After design is locked, every one of these questions gets more expensive.

Four assumptions have failed or are failing.

First, the schedule. As presented at the June 16 Town Council meeting, anticipated construction has moved from summer 2027 to 2028, with the decision whether to proceed to final design now placed in late 2026 or 2027. The project team acknowledged at that meeting that the environmental process has already delayed the project. A year of slip is not merely a calendar problem. Construction cost inflation compounds against a federal obligation that was programmed at earlier price levels. If the federal amount is fixed and the costs are not, the gap lands somewhere — and this Board should know where before the gap exists.

Second, the design contract itself. MSD staff acknowledged at the June 16 meeting that the executed preconstruction contract was written on the assumption of a 1917 prescriptive right-of-way; that once research began, the project team abandoned that basis in favor of 1934 State Road Commission records; and that a contract amendment reflecting the change is pending. In plain terms: the foundational right-of-way assumption in a half-million-dollar design contract failed within months of execution, and the contract now awaits amendment. Amendments are how fixed-scope contracts grow. Meanwhile, Phase 1 activities have visibly expanded — additional public engagement, a relocated open house, door-to-door canvassing, and right-of-way

records research in support of MSD — against a contract scoped before any of that was known. The Board should know what this amendment will cost, and what remains unspent, before the public hearing consumes the balance.

Third, the acquisition premise. This project was presented to residents on the premise that no property acquisitions would be needed — that the work would fit within right-of-way the State already holds. The historical record does not comfortably support that premise, and staff's own June 16 description of the right-of-way research confirms how far from verified it remains: county record books from 1930–1938 are still being pulled and reviewed page by page, a further records export from the county is pending, 1947 records have been identified but not yet located, and a surveyor will not evaluate any of it until after the design footprint is set. The State's 1934-era records themselves reflect parcel-by-parcel acquisitions of small, irregular strips along the road as it then existed — not a continuous, uniform corridor — and some frontages show no recorded conveyance at all. If pavement expands beyond the historically occupied footprint, acquisition on some number of parcels becomes likely. And once federal funds are involved, acquisition is not a handshake: the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act requires appraisals, written offers of just compensation, and a formal per-parcel process. I have seen nothing indicating that the current project budget carries a line for any of this. A budget built on a no-acquisition premise, for a project whose own records suggest acquisitions, is a budget with an unquantified hole in it.

Fourth, the environmental classification. The project is proceeding under a NEPA Categorical Exclusion — the lightest form of federal environmental review, reserved for projects with no significant impacts and no extraordinary circumstances. At the June 16 meeting, the project team described the CatEx as an assumption of the current process. That classification is now under formal written challenge before UDOT and the Federal Highway Administration, on documented grounds including the project's own aquatic delineation work on Emigration Creek, floodplain coordination requirements, and unresolved right-of-way. I express no view here on how that challenge will be resolved. But the Board should understand the fiscal consequence if the assumption fails: elevation to an Environmental Assessment typically adds many months to the schedule and a substantial consultant cost — and design work performed under the wrong classification may have to be revisited. That risk should be priced now, not discovered later.

The questions this Board should require answered in writing.

When a federal-aid project runs over its programmed amount, the additional cost does not come from nowhere. It comes from the federal government only if additional funds are actually programmed — otherwise it comes from the local sponsor. Before further design funds are committed, I respectfully ask the Board to direct staff to answer the following six questions, in writing, on the record:

1. What is the total programmed federal amount for this project, what local match is required, and is the federal obligation capped? If project costs exceed the programmed amount, identify the written source of additional funds — MSD general funds, Emigration Canyon service-area taxpayers, or additional federal programming that has not yet been secured.
2. What is the scope and estimated cost of the pending amendment to the preconstruction contract acknowledged by staff on June 16; what is the current remaining unspent balance on Contract No. 268557; and if the amendment increases the contract amount, which party funds the increase?
3. What does the current project budget assume for right-of-way acquisition, appraisal, and Uniform Act compliance? If that assumption is zero or near zero, what is the estimated budget impact if acquisitions prove necessary, and who bears it?
4. Staff acknowledged on June 16 that right-of-way records research remains in progress and that surveyor review is deferred until the design footprint is set. Given that sequence, what design expenditures

already incurred or committed are at risk of rework if the verified right-of-way proves narrower or differently located than the corridor being designed to?

5. If the NEPA classification — described by the project team as an assumption — is elevated from a Categorical Exclusion to an Environmental Assessment, what are the estimated added cost and schedule, and which party bears that cost under the existing agreements?

6. What are MSD's obligations as a subrecipient of federal-aid funds if the project is later found noncompliant with federal requirements — including whether repayment of federal funds is a possibility, and what indemnification, if any, MSD holds from UDOT or the design consultant?

The request.

Rein this project in while it is still cheap to do so. The feasibility phase exists precisely so that scope can be matched to what is actually owned, actually funded, and actually permitted. I ask the Board to: (a) direct staff to obtain written answers to the six questions above before authorizing further design expenditures or approving any contract amendment; (b) require that the right-of-way basis for the design be verified against the recorded instruments, parcel by parcel, before the design width is finalized; and (c) evaluate a right-sized alternative — signage, guardrail, barrier and bridge repair, drainage, and traffic-calming within the existing traveled way — that delivers safety benefits without the acquisition, environmental, and overrun exposure the current scope now carries.

None of this requires the Board to take a position on any dispute. It requires only that the Board know, in writing, who pays if the project's assumptions keep failing — before the answer becomes the taxpayers of this or the MSD community by default.

Regards,

Robert Macfarlane

[6102 Emigration Canyon Road, Salt Lake City, Utah 84108](#)

Diana Baun

From: David Brems <dbrems@emigration.utah.gov>
Sent: Wednesday, July 15, 2026 9:38 AM
To: Claire Gillmor; cameron; Diana Baun; charris@emigration.utah.gov; ngriffith@emigration.utah.gov; rpino@emigration.utah.gov; jhawkes@emigration.utah.gov
Subject: Fwd: PUBLIC COMMENT TO THE EMIGRATION CANYON CITY COUNCIL Right-of-Way Basis for the Emigration Canyon Road Improvement Project (PIN 21203)
Attachments: Records_Request_Download_2026-317_2026-07-14--22-02-25.zip

Today, from Robert Macfarlane.

----- Forwarded message -----

From: R Macfarlane <robert.c.macfarlane@gmail.com>
Date: Wed, Jul 15, 2026 at 6:23 AM
Subject: Re: PUBLIC COMMENT TO THE EMIGRATION CANYON CITY COUNCIL Right-of-Way Basis for the Emigration Canyon Road Improvement Project (PIN 21203)
To: <jvaldez@kearns.utah.gov>, <bhartsell@msd.utah.gov>, <LLstringham@slco.org>, <mjensen@magna.utah.gov> <mjensen@magna.utah.gov>, David Brems (brems@ecmetro.org) <dbrems@emigration.utah.gov>, <aperry@whitecity.utah.gov>, <sclayton@copperton.utah.gov> <sclayton@copperton.utah.gov>, <keithzuspan@brighton.utah.gov>

Fiscal exposure on PIN 21203 / Project F-2292(2)12 (Emigration Canyon) — right-of-way assumptions contradicted by the State's own recorded instruments; questions for the Board before further design commitment

Purpose. I am writing to the Board because of new information. On July 14, 2026, UDOT delivered an additional set of records in response to my pending GRAMA request — including its own right-of-way title index for the 1934 corridor project (N.R.S.P. No. 138-A) and copies of the recorded 1930s deeds and judgments behind it. I have now reviewed those records, and they tell a different story about this corridor than the one the project's design assumes. Because the District is the local sponsor of this federally funded project, what the records show bears directly on the project's budget, its schedule, and the District's own exposure. This memo walks through what UDOT's production shows and poses questions the Board can put to staff and UDOT in writing. Every document cited is a recorded instrument at the Salt Lake County Recorder or a record UDOT itself produced.

What the State's own records show. First, the 1934–1935 acquisitions did not create a uniform 66-foot corridor. The deeds convey fractional strips expressly *less* the acreage “now occupied by the existing highway” — for example, 0.025 acres less 0.019 occupied (Book 130 of Deeds, p. 438); 1.30 acres less 0.82 occupied (Book 130, p. 438); 0.36 acres less 0.26 occupied (Book 130, p. 504). The occupied roadway those deeds carve out is not shown to have been conveyed by any instrument in the production.

Second, in at least one segment the right-of-way width was fixed by court-approved stipulation at less than the design assumption: the State agreed to “narrow and reduce the width of the right-of-way ... to a width of only twenty-five (25) feet from its center line to its North boundary” between Engineer's Stations 214+50 and 218+40 (stipulated condemnation judgment, Book 130 of Deeds, pp. 505–507, February 1935). Width along this corridor is parcel-specific, not uniform.

Third, the recorded judgments impose affirmative obligations that run with the right-of-way — fence construction and maintenance to a specified standard between designated stations, approach grading, and culvert work (Book 129 of Deeds,

pp. 612–614; Book 130, p. 507). These obligations do not appear to be accounted for anywhere in the project record produced to date.

Fourth, the title record is unassembled. UDOT's own index lists eighty-three (83) recorder entry numbers as the corridor's title universe; its production delivered five of them, two incomplete. Whether the remaining seventy-eight support the assumed corridor, contradict it, or do not exist in UDOT's files is, on the present record, unknown — including to UDOT.

Why this is a District problem. Federal-aid construction cannot be authorized until right-of-way is certified (23 C.F.R. § 635.309). If the corridor's deeded and used width is narrower than the design assumes — as the recorded instruments indicate in multiple segments — then widening beyond that footprint is new acquisition, triggering appraisal, offer, and compensation obligations under the Uniform Relocation Assistance and Real Property Acquisition Policies Act, including severance damages on slope-constrained canyon lots. None of that work, time, or cost appears in the project's current scope. The questions below are intended to establish, in writing, where that risk sits as between the District and UDOT before further design funds are committed.

Questions for the Board to direct to staff and UDOT. (1) Has the District received from UDOT a parcel-by-parcel determination of the width and location of the right-of-way it holds along the project corridor, supported by recorded instruments? If so, please provide it; if not, on what basis does the current design assume a 33-foot half-width? (2) Which entity will execute the right-of-way certification required by 23 C.F.R. § 635.309 for this project, and on what documentary record? (3) What does the sponsor agreement provide regarding responsibility for right-of-way acquisition costs, Uniform Act compliance, and cost overruns if acquisition proves necessary? (4) Has any budget line for right-of-way acquisition, title curative work, or recorded-obligation compliance (fencing, drainage) been established or validated against the recorded instruments? (5) If right-of-way is asserted on the basis of highway-by-use rather than deed, what survey or engineering documentation establishes the width and location of the historically used footprint, parcel by parcel?

Request. I respectfully request that the Board (a) place this matter on its next agenda; (b) direct staff to obtain UDOT's written, parcel-by-parcel right-of-way verification before authorizing or ratifying further design expenditure; and (c) obtain written confirmation of the District's cost and liability allocation under the sponsor agreement.

Regards,

Robert Macfarlane

(801) 319-0097 • robert.c.macfarlane@gmail.com

Exhibits (recorded instruments, Salt Lake County Recorder; all produced by UDOT under GRAMA Request No. 2026-317): Book 129 of Deeds, pp. 612–614 (stipulation and judgment, March 1935); Book 130 of Deeds, pp. 437–438, 504, 506–507 (right-of-way deeds, 1934–1935; stipulated judgment, February 1935); Book 131 of Deeds, p. 296; Book 143 of Deeds, p. 229; Book 152 of Deeds, pp. 62–63; Book 236 of Deeds, p. 97; UDOT spreadsheet “Entry List for NRS-138A.xlsx” (83 entries).

On Thu, Jul 9, 2026 at 9:07 AM R Macfarlane <robert.c.macfarlane@gmail.com> wrote:

Submitted by Robert Macfarlane, [6102 Emigration Canyon Road, Salt Lake City, Utah 84108](#) — a resident and property owner within the project corridor. I ask that this written comment be entered in the record of this meeting.

I do not oppose intelligent safety improvements on Emigration Canyon Road. I am commenting because the assumptions on which this project was approved have changed — several of them acknowledged by the project's own staff at the June 16, 2026 meeting of Emigration Canyon Town Council — and because this Board, as the

local sponsor and subrecipient of federal-aid funds, is the body that will answer for the budget if those changes are not addressed while the project is still in its feasibility and preliminary-design phase. Now is the inexpensive moment to ask hard questions. After design is locked, every one of these questions gets more expensive.

Four assumptions have failed or are failing.

First, the schedule. As presented at the June 16 Town Council meeting, anticipated construction has moved from summer 2027 to 2028, with the decision whether to proceed to final design now placed in late 2026 or 2027. The project team acknowledged at that meeting that the environmental process has already delayed the project. A year of slip is not merely a calendar problem. Construction cost inflation compounds against a federal obligation that was programmed at earlier price levels. If the federal amount is fixed and the costs are not, the gap lands somewhere — and this Board should know where before the gap exists.

Second, the design contract itself. MSD staff acknowledged at the June 16 meeting that the executed preconstruction contract was written on the assumption of a 1917 prescriptive right-of-way; that once research began, the project team abandoned that basis in favor of 1934 State Road Commission records; and that a contract amendment reflecting the change is pending. In plain terms: the foundational right-of-way assumption in a half-million-dollar design contract failed within months of execution, and the contract now awaits amendment. Amendments are how fixed-scope contracts grow. Meanwhile, Phase 1 activities have visibly expanded — additional public engagement, a relocated open house, door-to-door canvassing, and right-of-way records research in support of MSD — against a contract scoped before any of that was known. The Board should know what this amendment will cost, and what remains unspent, before the public hearing consumes the balance.

Third, the acquisition premise. This project was presented to residents on the premise that no property acquisitions would be needed — that the work would fit within right-of-way the State already holds. The historical record does not comfortably support that premise, and staff's own June 16 description of the right-of-way research confirms how far from verified it remains: county record books from 1930–1938 are still being pulled and reviewed page by page, a further records export from the county is pending, 1947 records have been identified but not yet located, and a surveyor will not evaluate any of it until after the design footprint is set. The State's 1934-era records themselves reflect parcel-by-parcel acquisitions of small, irregular strips along the road as it then existed — not a continuous, uniform corridor — and some frontages show no recorded conveyance at all. If pavement expands beyond the historically occupied footprint, acquisition on some number of parcels becomes likely. And once federal funds are involved, acquisition is not a handshake: the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act requires appraisals, written offers of just compensation, and a formal per-parcel process. I have seen nothing indicating that the current project budget carries a line for any of this. A budget built on a no-acquisition premise, for a project whose own records suggest acquisitions, is a budget with an unquantified hole in it.

Fourth, the environmental classification. The project is proceeding under a NEPA Categorical Exclusion — the lightest form of federal environmental review, reserved for projects with no significant impacts and no extraordinary circumstances. At the June 16 meeting, the project team described the CatEx as an assumption of the current process. That classification is now under formal written challenge before UDOT and the Federal Highway Administration, on documented grounds including the project's own aquatic delineation work on Emigration Creek, floodplain coordination requirements, and unresolved right-of-way. I express no view here on how that challenge will be resolved. But the Board should understand the fiscal consequence if the assumption fails: elevation to an Environmental Assessment typically adds many months to the schedule and a substantial consultant cost — and design work performed under the wrong classification may have to be revisited. That risk should be priced now, not discovered later.

The questions this Board should require answered in writing.

When a federal-aid project runs over its programmed amount, the additional cost does not come from nowhere. It comes from the federal government only if additional funds are actually programmed — otherwise it comes from the local sponsor. Before further design funds are committed, I respectfully ask the Board to direct staff to answer the following six questions, in writing, on the record:

1. What is the total programmed federal amount for this project, what local match is required, and is the federal obligation capped? If project costs exceed the programmed amount, identify the written source of additional funds — MSD general funds, Emigration Canyon service-area taxpayers, or additional federal programming that has not yet been secured.
2. What is the scope and estimated cost of the pending amendment to the preconstruction contract acknowledged by staff on June 16; what is the current remaining unspent balance on Contract No. 268557; and if the amendment increases the contract amount, which party funds the increase?
3. What does the current project budget assume for right-of-way acquisition, appraisal, and Uniform Act compliance? If that assumption is zero or near zero, what is the estimated budget impact if acquisitions prove necessary, and who bears it?
4. Staff acknowledged on June 16 that right-of-way records research remains in progress and that surveyor review is deferred until the design footprint is set. Given that sequence, what design expenditures already incurred or committed are at risk of rework if the verified right-of-way proves narrower or differently located than the corridor being designed to?
5. If the NEPA classification — described by the project team as an assumption — is elevated from a Categorical Exclusion to an Environmental Assessment, what are the estimated added cost and schedule, and which party bears that cost under the existing agreements?
6. What are MSD's obligations as a subrecipient of federal-aid funds if the project is later found noncompliant with federal requirements — including whether repayment of federal funds is a possibility, and what indemnification, if any, MSD holds from UDOT or the design consultant?

The request.

Rein this project in while it is still cheap to do so. The feasibility phase exists precisely so that scope can be matched to what is actually owned, actually funded, and actually permitted. I ask the Board to: (a) direct staff to obtain written answers to the six questions above before authorizing further design expenditures or approving any contract amendment; (b) require that the right-of-way basis for the design be verified against the recorded instruments, parcel by parcel, before the design width is finalized; and (c) evaluate a right-sized alternative — signage, guardrail, barrier and bridge repair, drainage, and traffic-calming within the existing traveled way — that delivers safety benefits without the acquisition, environmental, and overrun exposure the current scope now carries.

None of this requires the Board to take a position on any dispute. It requires only that the Board know, in writing, who pays if the project's assumptions keep failing — before the answer becomes the taxpayers of this or the MSD community by default.

Regards,

Robert Macfarlane

[6102 Emigration Canyon Road, Salt Lake City, Utah 84108](https://www.slc.gov/6102-Emigration-Canyon-Road)

Diana Baun

From: Tamaran Woodland
Sent: Friday, June 26, 2026 9:33 AM
To: Diana Baun; emigrationcanyon@utah.gov
Subject: Fw: Public Comment for the Project Record Emigration Canyon Road Improvement Project (PIN 21302)

Passing on this public comment.

Get [Outlook for iOS](#)

From: R Macfarlane <robert.c.macfarlane@gmail.com>
Sent: Friday, 26 June 2026 07:09:45
To: Eduardo Miranda <emiranda@utah.gov>; HG Kunzler <hg@avenueconsultants.com>; Tolin Hessell <thessell@msd.utah.gov>; Tamaran Woodland <twoodland@msd.utah.gov>
Cc: michelle@mhenrie.com <michelle@mhenrie.com>; Hitowellness@gmail.com <Hitowellness@gmail.com>
Subject: Public Comment for the Project Record Emigration Canyon Road Improvement Project (PIN 21302)

You don't often get email from robert.c.macfarlane@gmail.com. [Learn why this is important](#)

Public Comment for the Project Record
Emigration Canyon Road Improvement Project (PIN 21302)
June 30, 2026 Public Open House

Submitted by: Robert Macfarlane, Trustee, Robert and Stefanie Macfarlane Family Trust
6102 Emigration Canyon Road, Salt Lake City, Utah 84108
robert.c.macfarlane@gmail.com | 801-319-0097

To the Project Team (MSD / UDOT / Avenue Consultants):

I own property within the project corridor — Lots 6 and 8, Little Mountain Subdivision No. 1 — and submit this comment for the project record. I understand the June 30 open house is an informational kickoff and not a formal comment period. I submit this in writing so that my concerns are dated and preserved in the project file in advance of the draft environmental document and the formal public hearing. I reserve the right to develop each point in the formal comment period, and nothing here reflects agreement with any assumed right-of-way line.

I. Right-of-Way and Recorded Ownership — Documentary Requests.

These requests have been made before and remain unanswered. I renew them here so they are timestamped in the project file before design and the environmental document advance:

1. Produce Drawing W-92. The project plans cross-reference W-92 as the source for right-of-way and subdivision data along this corridor. I have requested it twice directly and through a formal records request; it has not been produced.
2. Produce the recorded conveyance instruments — deeds, easements, or dedications — that establish the assumed right-of-way width along the frontage of Lots 6 and 8.

3. Provide written certification that the project holds a continuous recorded right-of-way of the assumed width along my frontage before additional design funds are expended.
4. Label any right-of-way line or footprint shown to the public as preliminary and unverified, consistent with the project notice stating that right-of-way impacts and acquisitions are still being evaluated.

II. Concerns Preserved for the Environmental Review.

The following are factual concerns I am entering in the project file now so the environmental analysis accounts for them. Each is supported by evidence I can produce, and I intend to develop each in the formal comment period. They bear on whether this project qualifies for a Categorical Exclusion or must be elevated to an Environmental Assessment under 23 C.F.R. § 771.117(b).

A. Existing noise levels and the loss of the buffer that controls them. I have raised traffic- and motorcycle-noise concerns for this part of the canyon with Emigration Canyon's local government over a period of years. The corridor's noise environment is already elevated. Widening the roadway — and the higher traffic volumes and speeds that follow — will worsen it, and the project will remove the mature vegetation, including established hedge and cottonwoods, that now shelters homes from road noise and headlight glare. Removing that buffer while adding traffic compounds the impact. I request a project-specific traffic-noise analysis; an unresolved noise impact is among the factors the extraordinary-circumstances review must address before a Categorical Exclusion can be supported.

B. Documented evidence of the canyon's noise problem. I am a member of Utah Physicians for a Healthy Environment, the plaintiff in *UPHE v. Harley Davidson of Salt Lake City et al.*, No. 2:22-cv-473-DBB-DAO (D. Utah). In a declaration filed in that case under penalty of perjury, I documented that on June 12, 2021, a motorcycle passed my home on Emigration Canyon Road registering 104.7 decibels on a calibrated sound-measurement application, while a stock motorcycle the same day registered 69.8 decibels. I can produce that declaration. This establishes, on a sworn record, that the corridor's noise baseline is not theoretical and that increasing the road's capacity and operating speed carries a concrete noise consequence the environmental review must evaluate.

C. Induced traffic volume and speed. Widening a constrained canyon road predictably induces higher traffic volumes and higher operating speeds. That outcome cuts against the project's stated safety rationale and directly increases noise and risk to residents and to wildlife using the corridor. I will address the supporting transportation literature in the formal comment period.

D. Wildlife — a documented assemblage of protected migratory raptors, and the timing constraints that follow. The mature trees and adjacent airspace at and across from my property support a recurring assemblage of three protected migratory raptor species:

- **Great horned owls** — documented on video dated January 29, 2026, roosting in the trees directly across the road from my home; my neighbor Ashley George (6099 Emigration Canyon Road) is a corroborating observer.
- **Red-tailed hawks** — regularly observed perching and hunting from the mature roadside trees along my frontage.
- **Turkey vultures** — which frequent the same roadside trees within the corridor.

Each is protected under the federal Migratory Bird Treaty Act (16 U.S.C. §§ 703–712; species list at 50 C.F.R. 10.13) and under the Utah Wildlife Resources Code (Title 23A); Executive Order 13186 separately directs federal agencies and their NEPA undertakings to avoid or minimize the take of migratory birds and to advance their conservation.

The recognized framework for evaluating these resources in Utah is the U.S. Fish and Wildlife Service, Utah Field Office, Guidelines for Raptor Protection from Human and Land Use Disturbances (Romin & Muck, 2002). By their own terms, those Guidelines were prepared to assist land-use planners through the NEPA process, and they place the first obligation on the project proponent: to identify the raptor species present and to survey for nests, winter roosts, and foraging habitat before impacts can be assessed or excluded. That identification has not been done here. The project cannot support a finding of no extraordinary circumstances under 23 C.F.R. § 771.117(b) on raptor resources it has not yet surveyed — the presence of this assemblage is documented, while the agency’s survey is not.

Construction timing is not a detail that can be deferred. Should the survey the Guidelines call for confirm nesting within the area of influence, the Service recommends species-specific seasonal windows during which surface-disturbing activity should not occur: December 1 through September 30 for the great horned owl (the longest nesting window of any Utah raptor, beginning in deep winter; quarter-mile buffer); March 15 through August 15 for the red-tailed hawk (half-mile buffer); and May 1 through August 15 for the turkey vulture (half-mile buffer). Read together, these windows leave a narrow seasonal margin for corridor work, and the Guidelines further identify turkey vultures among the raptor species least tolerant of human disturbance and place road construction within the category of activity for which the full buffer applies during the high-risk nesting stages. The January 29 owl observation, falling within the species’ early nesting period, underscores that this constraint is present and not speculative.

I therefore request that the environmental review (1) include a raptor presence-and-nest survey of the corridor consistent with the Service’s Utah Field Office Guidelines; and (2) coordinate with the Utah Division of Wildlife Resources and the U.S. Fish and Wildlife Service before any construction sequencing or seasonal work windows are established. These constraints are entered now so that they inform the environmental document, rather than being discovered after the design is locked.

III. Request.

I request that this comment be entered in the project file with its date of receipt, that the items in Section I be answered in writing, and that the concerns in Section II be carried into the scope of the environmental review. I reserve all rights with respect to my property and the right to supplement this comment at the formal public hearing.

Respectfully submitted,

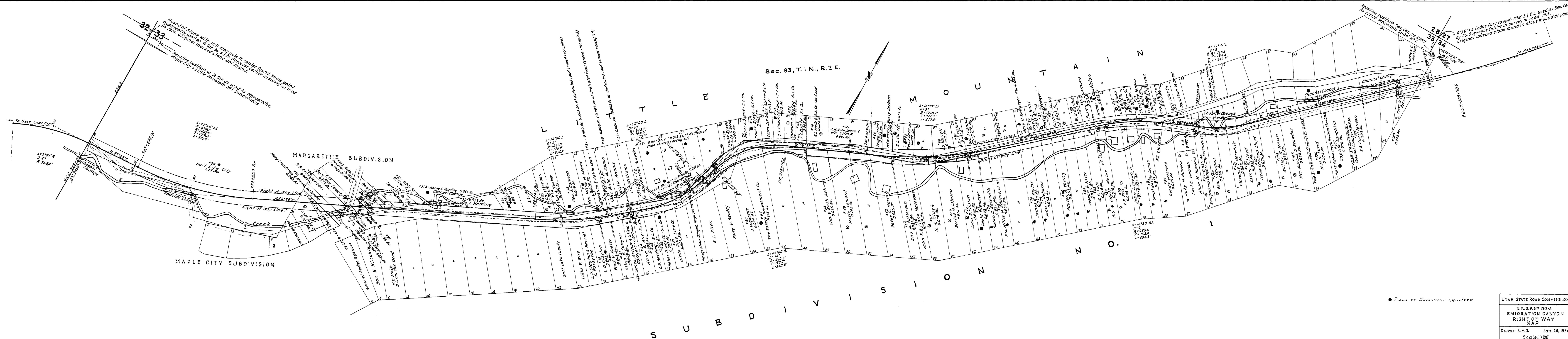
Robert Macfarlane, Trustee

Robert and Stefanie Macfarlane Family Trust

Date: June 26, 2026

741149
741152
741153
741154
750791
750792
750793
750794
750795
750796
750797
750798
750799
750800
750801
750802
750807
750808
750809
750810
750811
750812
750813
750814
750815
750816
750817
750818
750819
750820
750821
750822
750823
750824
750825
750826
750829
750830
750831
750832
751433
751434
751802
751804

751805
751806
754335
754336
754337
754338
754339
754340
756146
756147
757082
757318
759128
761144
761147
773905
788731
792013
792017
792018
792019
792020
792021
792022
792023
792024
796481
796485
796486
796487
796488
800563
800567
811541
822149
823022
830953
849553
873879



● *Less or Easier to Receive*

UTAH STATE ROAD COMMISSION

N. R. S. P. No 138-A
EMIGRATION CANYON
RIGHT OF WAY

Drawn - A. M. G. Jan. 26, 1934

Scale: 1"=100'

DRAWING № 11

STATE OF UTAH,)
COUNTY OF Salt Lake) ss.

On the 12th day of September A. D. 1936 personally appeared before me Wayne E. Watrous and Ellen P. Watrous the signers of the within instrument, who duly acknowledged to me that they executed the same.

My Commission expires
Nov. 17th. 1939

F. B. STILLMAN,
NOTARY PUBLIC
SEAL COMMISSION EXPIRES
NOV. 17, 1939
SALT LAKE CITY, STATE OF UTAH

F. B. Stillman
Notary Public.

Recorded at the request of STATE ROAD COMMISSION OF UTAH, October 31, 1936, at 10:13 A. M. in Book #190 of Deeds Pages 502-3. Recording fee paid none. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by W.H.Howard, Deputy. (Reference: D-31-283-35.)

#796505 Right Of Way Deed W.P.S.O. 138-B-52

Salt Lake City Corporation grantor of County of State of Utah, hereby grants, bargains and sells to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of One and No/100 (\$1.00) DOLLARS, the following described right of way across the grantor's land in Salt Lake County, State of Utah, as follows:

Right of way for highway known as W.P.S.O. Project No. 138-B across the grantor's land in the SW 1/4 SW 1/4 of Section 27, T. 1 N., R. 2 E., S.L.B. & M. Said right of way is contained with a strip of land 50 ft. wide, 50 ft. on the southeasterly side of the center line of original survey of said project, the boundaries of which are more particularly described as follows:

Beginning at a point 788.5 ft. east along the south line, from the SW corner of said Section 27, which point is 8 ft. west from said Engineer's Station 336/97.6; thence N. 46° 15' E., 140 ft.; thence S. 21° 02' W., 100 ft. on a line parallel to and 50 ft. distant southeasterly from said center line of original survey to the said south line of Section 27; thence west 65 ft., along said south line, to the point of beginning, as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described tract of land contains 0.067 acre.

This conveyance is made subject to the reserved right of Grantor to erect pole lines or construct underground sewer or water pipelines under the surface of said land to connect with the sewer or water system of said Grantor. This conveyance is made and accepted subject to the reserved right of Grantor to require Grantee to build and maintain combination fences along said right of way at any time and to enforce ordinances or regulations of Grantor relating to sanitation and protecting Grantor's water shed or streams forming a part of grantor's water supply.

The purpose of this deed is to grant a perpetual right of way for highway purposes.

WITNESS, the hand of said grantor, this tenth day of September, A. D. 1936

Signed in the presence of
Frank A. Shields
Deputy City Recorder

SALT LAKE CITY, UTAH
SEAL CORPORATE SEAL

Harold B. Lee
Temporary Chairman

Prepared by J.T. M., 6/19/36.

STATE OF UTAH,)
COUNTY OF Salt Lake) ss.

On the 10th day of September, A. D. 1936 personally appeared before me Harold B. Lee, Temporary Chairman and Frank A. Shields, Deputy City Recorder the signers of the within instrument, who duly acknowledged to me that they executed the same.

My Commission expires
August 23-1937

THOMAS ALSTON, JR.
NOTARY PUBLIC
SEAL COMMISSION EXPIRES
AUG. 23, 1937
SALT LAKE CITY, STATE OF UTAH

Thomas Alston Jr.
Notary Public.

Recorded at the request of STATE ROAD COMMISSION OF UTAH, October 31, 1936, at 10:14 A. M. in Book #190 of Deeds, Page 503. Recording fee paid none. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by J. H. McKay, Deputy. (Reference: D-6-235-24.)

#796513 Quit-Claim Deed

G. H. BACKMAN & SONS grantor of Salt Lake City, County of Salt Lake, State of Utah, hereby QUIT CLAIM to HANNAH D. SHUGREN grantee of Salt Lake City and County, Utah for the sum of TEN DOLLARS and other good and valuable consideration the following described tract of land in Salt Lake County, State of Utah.

Beginning at a point 321.75 feet East from the Southwest corner of Lot 10, Block 20, Five Acre Plat "A", Big Field Survey, and running thence East 45.85 feet; thence North 181.5 feet; thence West 45.85 feet; thence South 181.5 feet, to the place of beginning.

Also a perpetual right of way in common with others over: Commencing at a point 367.6 feet East and 181 1/2 feet North from the Southwest corner of said Lot 10, Block and plat aforesaid, and running thence South 181 1/2 feet; thence East 122-4/5 feet; thence North 33 feet; thence West 37-3/5 feet; thence South 16 1/2 feet; thence West 75-1/5 feet; thence North 165 feet; thence West 10 feet, to the place of beginning.

WITNESS the hand of said grantor, this 29th day of September, A. D. one thousand nine hundred and thirty-six.

Signed in the Presence of

G H Backman & Sons
by M. V. Backman

STATE OF UTAH,)
County of SALT LAKE) ss.

On the 29th day of September A. D. one thousand nine hundred and thirty-six personally appeared before me M. V. Backman of the firm of G. H. BACKMAN & SONS the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

My commission expires
July 2, 1939.

HAROLD R. BOYER
SEAL NOTARY PUBLIC
COMMISSION EXPIRES
JULY 2, 1939
SALT LAKE CITY-STATE OF UTAH

Harold R. Boyer
Notary Public. Address:
Salt Lake City

Recorded at the request of A. P. Lakin, October 31, 1936, at 11:04 A. M. in Book #190 of Deeds, Page 503. Recording fee paid \$.90. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by J. H. McKay, Deputy. (Reference: C-37-226-33.)

#796522 IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE STATE OF UTAH, IN AND FOR SALT LAKE COUNTY

IN THE MATTER OF THE ESTATE

OF

GILBERT B. PFOUTZ , Deceased.

DECREE APPROVING FIRST AND FINAL ACCOUNT
AND FOR FINAL DISTRIBUTION.

My commission expires:
Feb 18/1934

N. J. BOWMAN,
NOTARY PUBLIC
SALT LAKE CITY-STATE OF UTAH.
COMMISSION EXPIRES
FEB. 18, 1934. SEAL

N. J. Bowman
Notary Public

Recorded at request of C. L. Bradford Feb 27, 1931 at 10:46 A. M. in Book #95 of L & L in Pages 30-1 Recording fee paid \$3.30 (Signed) Jessie Evans, Recorder, Salt Lake County, Utah by W. H. Howard, Deputy (Reference: D-25-216-5.)

#671071

AFFIDAVIT.

STATE OF UTAH)
COUNTY OF SALT LAKE) SS

JAMES L. WHITE, being first duly sworn deposes and says: That he is a resident of Salt Lake City and County, State of Utah and is and ever since the 29th day of January, 1931 has been the Secretary of National Second Mortgage Corporation; that on said 29th day of January, 1931 he signed the exchange agreement herein after fully set forth for and in behalf of said National Second Mortgage Corporation; that the properties known as Ontario and Piva Apartments are located in Salt Lake City, Utah and are more fully described as follows, to-wit:

Commencing 55 feet South of the Northwest corner of Lot 2, Block 52, Plat "D", Salt Lake City Survey, and running thence South 55 feet, thence East $76\frac{1}{2}$ feet, thence North 55 feet, thence West $76\frac{1}{2}$ feet to the place of beginning.

Together with and subject to a right of way over: Commencing at the Northwest corner of said Lot 2, and running thence East $76\frac{1}{2}$ feet, thence South 165 feet, thence West 10 feet, thence North 155 feet, thence West $66\frac{1}{2}$ feet, thence North 10 feet to place of beginning.

Commencing at the Southwest corner of Lot 2, Block 52, Plat "D", Salt Lake City Survey, thence North 55 feet, thence East $76\frac{1}{2}$ feet, thence South 55 feet, thence West $76\frac{1}{2}$ feet to beginning.

Together with a right of way described as follows: Commencing at the Northwest corner of said Lot 2, thence East $76\frac{1}{2}$ feet, thence South 165 feet, thence West 10 feet, thence North 155 feet, thence West $66\frac{1}{2}$ feet, thence North 10 feet to beginning.

That the exchange agreement above mentioned is as follows, to-wit:

EXCHANGE AGREEMENT

Salt Lake City, Utah January 28, 1931
To DAVIS INVESTMENT COMPANY In consideration of \$1.00 I hereby agree to exchange my property described as: 156 "I" Street, known as Piva Apartments, also the Ontario Apartments, located at 182 "I" Street, together with whatever personal property we now own in said apartments, at a valuation of \$42,500.00.

City of Salt Lake, County of Salt Lake, State of Utah, for property described as: Lester Apartments, located at 121-123 East 7th South,; also large home at 125 East 7th South Street, also property located at 658-60-62-64 Edison Street, subject to a sale contract in favor of D. R. Miller, with a balance owing of approximately \$26,000.00, and payable at \$255.00 per month, including interest at 7% per annum.
City of Salt Lake, County of Salt Lake, State of Utah

ON TERMS AND CONDITIONS FOLLOWING, TO WIT:

I agree to convey my property, first above described, to owner of the second property, or his nominee, subject to no taxes, assessments or other liens excepting general taxes for 1931 and a mortgage in the sum of \$12,500.00 and \$13,000.00 second mortgage, payable on or before five years from date, together with interest at 7% per annum payable quarterly. Said second mortgage to be made payable to United States Bond and Finance Corporation, or order, and conditions, restrictions and reservations, if any, running with the land as shown of record.

The second property above described, to be conveyed to me, or my nominee, subject to no taxes, assessments or other liens excepting general taxes after 1930, and one mortgage in favor of Tracy Loan & Trust Company in the sum of \$14,000.00 together with interest thereon from date at the rate of 7% per annum, with the principal payable \$1,000.00 annually, and conditions, restrictions and reservations, if any, to be mutually adjusted or pro-rated to February 2, 1931 and possession of properties to be delivered February 2, 1931.

ADDITIONAL TERMS

The party of the first part makes this offer subject to the party of the second part paying an additional \$5,000.00 in cash in addition to the second property described, making a total purchase price of \$42,500.00.

Upon acceptance of the within proposition on or before January 30, 1931 I agree, within 2 days, thereafter to furnish you with all the necessary and customary papers, documents, money, certificate of the title or abstract from a reputable and reliable Company and to do everything requisite to properly consummate said exchange. The owner of the second property shall be allowed 2 days from date of such acceptance within which to furnish the necessary and customary papers, documents, money, certificate of title or abstract from a reputable and reliable Company and to do everything requisite to fulfill his obligations.

You are hereby, irrevocably, authorized to act as my agent in negotiating said exchange, with the privilege of representing the other party thereto, and I agree to pay you Regular Salt Lake Board commission, if you secure acceptance hereof at any time within the period aforesaid.

UNITED STATES BOND & FINANCE CORPORATION
BY W. R. BECKSTEAD
JAMES C. HILL

To Davis Investment Company

I hereby accept the above offer as modified by letter of 1/29/31 and agree to all its terms and conditions and I agree to pay you \$ none as commission for your services.
Dated Jan. 29, 1931

NATIONAL SECOND MORTGAGE CORPORATION
BY JAMES L. WHITE ()
Sec. & Mgr.

Further affiant saith not.

James L White

Subscribed and sworn to before me this 27th day of Feb. 1931.

My commission expires
Oct. 16, 1933

HENRY JOHNSON,
NOTARY PUBLIC
SALT LAKE COUNTY, UTAH. SEAL

Henry Johnson
NOTARY PUBLIC
Residing in Salt Lake City,
Utah.

Recorded at request of James L White Feb. 27, 1931 at 10:51 A. M. in Book #95 of L & L Page 31, Recording fee paid \$2.30 (Signed) Jessie Evans, Recorder, Salt Lake County, Utah by B J Arnett Deputy (Reference: C-15-155-49:C-21-72-5.)

#671074

G. E. WELSH, Division Attorney
By Gerald E. Welsh
Div. Atty.

KNOW ALL MEN BY THESE PRESENTS: That SALT LAKE CITY, a municipal corporation of the State of Utah, grantor, for and in consideration of One Hundred Thirty Dollars (\$130.00) in hand, paid to it by the grantee herein, and of the mutual covenants herein contained, does hereby grant, convey and confirm unto the AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING, its successors and assigns, Grantee, a perpetual right of way for the construction and operation of a telegraph and telephone line, consisting of such poles, wires, cables, conduits,

guys, anchors and other fixtures and appurtenances as are necessary upon a center line described as follows:-
Beginning at a point 206.0 feet North from the center of Section 1, Township 1 South, Range 1 East, Salt Lake Base and Meridian; thence N. 57°43' E., 3123.1 feet to a point 763.4 feet South of the Northeast corner of said Section 1, situate in the Northeast quarter of Section 1.

Beginning at a point 1212.3 feet East of the Southwest corner of Section 31, Township 1 North, Range 2 East, Salt Lake Base and Meridian; thence N. 57°43' E., 4781.7 feet to a point 31.5 feet South of the quarter Section corner on the East side of said Section 31, situate in the South half of said Section 31.

Beginning at a point 1074.1 feet West from the Southeast corner of Section 29, Township 1 North, Range 2 East, Salt Lake Base and Meridian; thence N. 57°43' E., 1269.0 feet to a point 676.4 feet North of the Southeast corner of said Section 29 situate in the Southeast quarter of said Section 29.

Beginning at a point 1112.5 feet South of the Northwest corner of Section 27, Township 1 North, Range 2 East, Salt Lake Base and Meridian, thence N. 52°19' E., 1410.0 feet, more or less to the West boundary of Killyon's Subdivision situate in the Northwest quarter of said Section 27.

Beginning at a point 1989.8 feet South from the N.W. Cor. of Section 23, Township 1 North, Range 2 East, Salt Lake Base and Meridian; thence N. 52°19' E., 2450.3 feet, thence N. 73°22' E., 3279.1 feet to a point 36.2 feet South of the Northeast corner of said Section 23, situate in the North half of said Section 23.

Beginning at a point 121.8 feet East of the Southwest corner of Section 13, Township 1 North, Range 2 East, Salt Lake Base and Meridian; thence N. 73°22' E., 1875.8 feet; thence N. 51°40' E., 4331.4 feet to a point 604.0 feet North of the quarter section corner on the East Side of said Section 13, situate in said Section 13.

Beginning at a point 1426 feet West of the quarter section corner on the South side of Section 7 Township 1 North, Range 3 East, Salt Lake Base and Meridian; thence N. 51°40' E., 4391.0 feet to a point 602.0 feet West of the quarter section corner on the East side of said Section 7; situate in the South half of said Section 7.

The conditions of the granting and acceptance of easement are:

1- The Grantee shall trim all trees and brush for 12½ feet on each side of the center-line of said easement, as above described, in the same manner and to the same extent as is required by the United States Forest Service, and the grantee may cut down any trees that might fall into its lines, and shall have the right to permit the attachment of and/or carry in conduit wires and cables of any other company.

2- The Grantee agrees that in the event the Grantor or it's successor in title desire the use of the property, thru which the said easement runs, then the Grantee will upon 90 days written notice re-locate said line upon some other portion of the tracts of land crossed by the above described easement.

This grant is executed and delivered for the purpose of correcting the center line description across the property of Salt Lake City Corporation in Salt Lake and Morgan Counties, described in that certain grant dated August 27, 1930, and recorded September 29, 1930, in Book #71 of L & L., pages 494-495 of the records of Salt Lake County, and also recorded October 20, 1930, in Book Miscellaneous pages 467 & 469 of the records of Morgan County.

In Witness whereof, the parties hereto have hereunto set their hands and affixed their corporate seals this 18th day of December, A. D. 1930.

Ethel Macdonald
City Recorder

SALT LAKE CITY, UTAH.
CORPORATE SEAL SEAL

SALT LAKE CITY
By John F. Bowman
Mayor

Attest:
James Robb
Ass't. Secretary.

AMERICAN TELEPHONE AND TELEGRAPH
COMPANY OF WYOMING.
INCORPORATED
1909 SEAL

AMERICAN TELEPHONE AND TELEGRAPH
COMPANY OF WYOMING,
F.R.E. C.C.N.
By Charles D M Cole
President

STATE OF UTAH)
COUNTY OF SALT LAKE) SS

On the 10th day of February, A. D. 1931, personally appeared before me John F. Bowman and Ethel Macdonald, who, being by me duly sworn, did say that they are respectively the Mayor and City Recorder of Salt Lake City, and that the name of Salt Lake City was attached to the foregoing instrument by John F. Bowman as Mayor and signed by him and countersigned by Ethel Macdonald as City Recorder, by authority of a resolution of the Board of Commissioners of Salt Lake City passed on the 10th day of February A. D. 1931, and said persons acknowledged to me that said corporation executed the same.

My commission expires
December 17th, 1933.

H. WARREN SMITH,
NOTARY PUBLIC
SALT LAKE CITY-STATE OF UTAH.
COMMISSION EXPIRES
DEC. 18, 1933. SEAL

H Warren Smith
Notary Public, residing at
Salt Lake City, Utah.

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.

On the 18th day of December, A. D. 1930, personally appeared before me Charles D. M. Cole and James Robb who, being by me duly sworn, did say that they are respectively President and Assistant Secretary of the American Telephone and Telegraph Company of Wyoming, and that the name of the American Telephone and Telegraph Company of Wyoming was attached to the foregoing instrument by Charles D. M. Cole as President and signed by him and countersigned by James Robb as Assistant Secretary, by authority of the Board of Directors of the American Telephone and Telegraph Company of Wyoming, and said persons acknowledged to me that said corporation executed the same.

My Commission Expires
March 30, 1931

ETHEL R. KAHN
NOTARY PUBLIC
KINGS COUNTY SEAL

Ethel R Kahn
Notary Public, residing
at 146 Willow St.
Brooklyn N.Y.

NOTARY PUBLIC, KINGS COUNTY
CERTIFICATE FILED IN NEW YORK CO.
CLERKS NO. 971, REGISTER'S NO.

1K628

MY COMMISSION EXPIRES MARCH 30, 1931

Recorded at request of W. C. Parks Feb. 27, 1931 at 11:11 A. M. in Book #95 of L & L Pgs. 31-2 Recording fee paid \$3.00 (Signed) Jessie Evans, Recorder, Salt Lake County, Utah by W H Howard Deputy (Reference: D-22-2-10-6-239-26, 237-18, 235-23, 231-9, 221-6, 245-28-29.

#671106.

AFFIDAVIT.

STATE OF UTAH)
COUNTY OF SALT LAKE) SS.

On the 24 day of February, 1931, personally appeared before me J. A. Berrett, who having first been duly sworn, upon his oath did depose and say that he is the son of the John Berrett named as grantor in that

#130 of Deeds

#750782

Right Of Way Deed

Salt Lake City Corporation grantors of Salt Lake City, County of Salt Lake State of Utah, hereby grants, bargains and sells to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of One and No/100 (\$1.00) DOLLARS, the following described right of way across the grantor's land in Salt Lake County, State of Utah, as follows:

Right of way for highway known as N.R.S. Project No. 138-A across the grantor's land in the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 32, T. 1 N., R. 2 E., S. L. B. & M., being a strip 66 ft. wide (33 ft. on each side of the center line of survey of said project) so far as said strip is contained within the grantor's land. Said right of way is more particularly described as follows:

Beginning at a point in the west line of said Section 32, which point is located 88 ft. north from the SW corner of said Section 32, which point is also located approximately 12 ft. south from the center line of survey of said project at Engineer's Station 187+50; thence N. 88°45' E., 103 ft.; thence S. 55°15' E., 77 ft., more or less, to a point 33 ft. perpendicularly distant southwesterly from said center line of survey; thence N. 78°43' W., parallel to, and 33 ft. distant southwesterly from said center line of survey, 91 ft., more or less, to an intersection with the north boundary line of existing highway right of way as determined from highway boundary monuments No. 75 and No. 76; thence northwesterly along said north boundary line, 76 ft., more or less, to an intersection with the west line of said section at a point located 22 ft. south from the point of beginning, thence North 22 ft. to said point of beginning, as shown on the official map of said project on file in the office of the State Road Commission of Utah. Said tract of land contains approximately 0.10 acres.

The purpose of this deed is to grant a perpetual right of way for highway purposes.

WITNESS, the hand of said Grantor, this 17th day of July, A.D. 1934

Signed in the presence of:
Ethel Macdonald
City Recorder.

SALT LAKE CITY, UTAH.
CORPORATE SEAL
SEAL

SALT LAKE CITY CORPORATION
By Geo D Keyser
Temporary Chairman

STATE OF UTAH,
COUNTY OF Salt Lake) ss.

On the 17th day of July A.D. 1934 personally appeared before me Geo D Keyser the signer of the within instrument, who duly acknowledged to me that he executed the same.

My Commission expires ~

W. D. CAMPBELL
SEAL NOTARY PUBLIC
COMMISSION EXPIRES
JULY 29, 1937

W. D. Campbell
Notary Public.

SALT LAKE CITY, STATE OF UTAH

Recorded at the request of State Road Comm Dec. 12, 1934 at 2:56 P.M. in Book #130 of Deeds, page 437. No fee.
(Signed) Helen F. Reiser, Recorder, Salt Lake County, Utah by C. L. Schettler, Deputy. (Reference: D-16-223-2-5.)

#750783

Right Of Way Deed

Salt Lake City Corporation grantors of Salt Lake City, County of Salt Lake, State of Utah, hereby grants, bargains and sells to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of One and No/100 (\$1.00) DOLLARS, the following described right of way across the grantor's land in Salt Lake County, State of Utah, as follows:

Right of way for highway known as N.R.S. Project No. 138-A across the grantor's land in the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 32, T. 1 N., R. 2 E., S. L. B. & M., being a strip of variable width, bounded on the north side by the south boundary line of the present road, bounded on the south wide by a line parallel to, and 33 ft. perpendicularly distant southeasterly from the center line of survey of said project, bounded on the west side by the west line of said SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 32 and bounded on the east side by the east boundary line of said grantor's land. Said center line of survey is more particularly described as follows:

Beginning at a point in the west boundary line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 32, which point is located 225 ft. north from the SW corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 32, said point being at the intersection of said west line of said SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 32 with the center line of said survey at Engineer's Station 201+09.8, P.O.C., thence northeasterly along the arc of a 716.8 ft. radius curve to the left, 219.5 ft. (Note: Tangent to said 716.8 ft. radius curve to the left at the point of beginning bears N. 76°52' E.); thence N. 59°19' E., 382.0 ft. to a point of tangency with a 716.8 ft. radius curve to the right; thence along the arc of said 716.8 ft. radius curve to the right, 205 ft. to Engineer's Station 209+19, which point is located in the east boundary line of said grantor's property, as shown on the official map of said project on file in the office of the State Road Commission of Utah. Said Tract of land contains approximately 0.31 acres.

The purpose of this deed is to grant a perpetual right of way for highway purposes.

WITNESS, the hand of said Grantor, this 17th day of July, A.D. 1934

Signed in the presence of:
Ethel Macdonald
City Recorder.

SALT LAKE CITY, UTAH.
CORPORATE SEAL
SEAL

SALT LAKE CITY CORPORATION
By Geo D Keyser
Temporary Chairman

STATE OF UTAH,
COUNTY OF Salt Lake) ss.

On the 17 day of July A.D. 1934 personally appeared before me Geo D Keyser the signer of the within instrument, who duly acknowledged to me that he executed the same.

My Commission expires ~

W. D. CAMPBELL
SEAL NOTARY PUBLIC
COMMISSION EXPIRES
JULY 29, 1937

W. D. Campbell
Notary Public.

SALT LAKE CITY, STATE OF UTAH

Recorded at the request of State Road Comm Dec. 12, 1934 at 2:57 P.M. in Book #130 of Deeds, page 437. No fee.
(Signed) Helen F. Reiser, Recorder, Salt Lake County, Utah by C. L. Schettler, Deputy. (Reference: D-16-223, 6-10.)

#750784

Right Of Way Deed

Wm. H. Taylor, and Emily E. Taylor, his wife, grantor of Salt Lake City, County of Salt Lake State of Utah, hereby grants, bargains and sells to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of One Hundred Twenty-Five and no/100 (\$125.00) DOLLARS, the following described right of way across the grantor's land in Salt Lake County, State of Utah, as follows:

Right of way for highway known as N.R.S. Project No. 138-A across the grantor's land in the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 32, T. 1 N., R. 2 E., S. L. B. & M., being a strip 66 ft. wide (33 ft. on each side of the center line of survey of said project) so far as said strip is contained within the grantor's land, said strip extending between the west and east boundary lines of said grantor's land. Said center line is more particularly described as follows:

Beginning at a point in the west boundary line of said grantor's land, which point is 467 ft. west and 596 ft. north from the south $\frac{1}{4}$ corner of Section 32, said point being at the intersection of said west boundary line of grantor's land and the center line of survey of said project at Engineer's Station 210+79; thence easterly along the arc of a 716.8 ft. radius curve to the right 24.8 ft. (Note: Tangent to curve at point of beginning bears N. 88°30' E.); thence S. 89°30' E., 147.2 ft. to an intersection with the east line of said grantor's land at Engineer's Station 212+51, which point is located 295 ft. west and 593 ft. north from the South $\frac{1}{4}$ corner of said Section 32, as shown on the official map of said project on file in the office of the State Road Commission at Salt Lake City. Said tract of land contains approximately 0.22 acres.

The purpose of this deed is to grant a perpetual right of way for highway purposes.
WITNESS, the hands of said grantors, this Fifth day of September, A.D. 1934

Signed in the presence of:
H. V. Richards

Wm H Taylor
Emily E Taylor

STATE OF UTAH,)
COUNTY OF Salt Lake)ss.

On the 5 day of Sept A.D. 1934, personally appeared before me Wm H Taylor and Emily E Taylor the signers of the within instrument, who duly acknowledged to me that they executed the same.

My Commission expires
July 29 1937

W. D. CAMPBELL,
NOTARY PUBLIC
SEAL COMMISSION EXPIRES
JULY 29, 1937
SALT LAKE CITY, STATE OF UTAH

W D Campbell
Notary Public.

Recorded at the request of State Road Comm Dec. 12, 1934 at 2:58 P.M. in Book #130 of Deeds, pages 437-8. No fee.
(Signed) Helen F. Reiser, Recorder, Salt Lake County, Utah by C. L. Schettler, Deputy. (Reference: D-16-223-11-14.)

#750785

Right Of Way Deed

H Warren Smith grantors of Chelsea, County of Orange State of Vermont, hereby grants, bargains and sells to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of Thirty and No/100 (\$30.00) DOLLARS, the following described right of way across the grantor's land in Salt Lake County, State of Utah, as follows:

Right of way for highway known as N.R.S. Project No. 138-A across the grantor's land in the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 32, T. 1 N., R. 2 E., S.L.B. & M., being a strip 66 ft. wide (33 ft. on each side of the center line of survey of said project) so far as said strip is contained within the grantor's land. Said right of way is more particularly described as follows:;

Beginning at the SW corner of said grantor's property which point is located North, 590 ft.; East 127 ft.; S. 89° 15' E., 200 ft.; N. 75° 35' E., 51.6 ft. and N. 85° 21' E., 50.2 ft. from the south quarter corner of Section 32, which point is located 7 ft. north from the center line of survey of said project at Engineer's Station 219+76, P.O.C.; thence N. 66° 45' E. along the south boundary line of grantor's property, 108.8 ft. thence North along the east boundary line of said grantor's property, 1 ft., more or less, to a point 33 ft. distant northwesterly from the center line of said survey; thence southwesterly, concentric with, and 33 ft. distant radially northwesterly from said center line of survey; along the arc of a 1399.7 ft. radius curve to the right, 85 ft., more or less, to a point in the west boundary of said grantor's property which point is located 26 ft., more or less, to the point of beginning, as shown on the official map of said project on file in the office of the State Road Commission of Utah. Said tract of land contains approximately 0.025 acres, less approximately 0.019 acres now occupied by the existing highway. Balance 0.006 acres.

The purpose of this deed is to grant a perpetual right of way for highway purposes.

WITNESS, the hand of said Grantor, this twelfth day of July, A.D. 1934

Signed in the presence of:
Edward B. Hatch

H Warren Smith

STATE OF Vermont)
COUNTY OF Orange)ss.

On the twelfth day of July A.D. 1934 personally appeared before me H. Warren Smith the signer of the within instrument, who duly acknowledged to me that he executed the same.

My Commission expires
Feb. 10 1935

NOTARY PUBLIC,
SEAL ORANGE COUNTY,
VERMONT

Edward B. Hatch
Notary Public.

Recorded at the request of State Road Comm Dec. 12, 1934 at 2:59 P.M. in Book #130 of Deeds, page 438. No fee.
(Signed) Helen F. Reiser, Recorder, Salt Lake County, Utah by C. L. Schettler, Deputy. (Reference: D-16-223-15-19.)

#750786

Right Of Way Deed

Salt Lake City Corporation grantors of Salt Lake City, County of Salt Lake, State of Utah, hereby grants, bargains and sells to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of One and No/100 (\$1.00) DOLLARS, the following described right of way across the grantor's land in Salt Lake County, State of Utah, as follows:

Right of way for highway known as N.R.S. Project No. 138-A across the grantor's land in the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 31, T. 1 N., R. 2 E., S.L.B. & M., being a strip 66 ft. wide (33 ft. on each side of the center line of survey of said project) so far as said strip is contained within the grantor's land. Said strip extending from the east line to the south line of Section 31. Said center line is more particularly described as follows:

Beginning at Engineer's Station 187+50 of the survey of said project, which is located 100 ft. north from the SE corner of Section 31, said point being located in the east boundary line of said Section 31; thence N. 78° 43' W., 108.9 ft. to a point of tangency with a 716.8 ft. radius curve to the left; thence westerly along the arc of said 716.8 ft. radius curve to the left, 285.8 ft.; thence S. 78° 27' W., 342.0 ft. to a point of tangency with a 716.8 ft. radius curve to the left; thence southwesterly along the arc of said 716.8 ft. radius curve to the left, 123.3 ft., more or less, to an intersection with the south line of section 32 at Engineer's Station 178+90, as shown on the official map of said project on file in the office of the State Road Commission of Utah. Said tract of land contains approximately 1.30 acres, less approximately 0.82 acres now occupied by the existing highway. Balance 0.48 acres.

The purpose of this deed is to grant a perpetual right of way for highway purposes.

WITNESS, the hand of said Grantor, this 17th day of July, A.D. 1934

Signed in the presence of:
Ethel Macdonald
City Recorder.

SALT LAKE CITY, UTAH.
CORPORATE SEAL
SEAL

SALT LAKE CITY CORPORATION
By Geo D. Keyser
Temporary Chairman

STATE OF UTAH,)
COUNTY OF Salt Lake)ss.

On the 17 day of July A.D. 1934 personally appeared before me Geo D Keyser the signer of the within instrument, who duly acknowledged to me that he executed the same.

My Commission expires

W. D. CAMPBELL
SEAL NOTARY PUBLIC
COMMISSION EXPIRES
JULY 29, 1937
SALT LAKE CITY, STATE OF UTAH

W D Campbell
Notary Public.

Recorded at the request of State Road Comm. Dec. 12, 1934 at 3:00 P.M. in Book #130 of Deeds, page 438. No fee.
(Signed) Helen F. Reiser, Recorder, Salt Lake County, Utah by C. L. Schettler, Deputy. (Reference: D-6-239-27-31.)

allowed as a proper charge against said estate, and it is further

ORDERED, ADJUDGED and DECREED, that all the real and personal property in said estate above described, and all unknown or undiscovered property of the said Charles D. Kipp, commonly known as C. D. Kipp, deceased, be and the same is hereby distributed, setover and delivered to the Tracy Loan & Trust Company, a corporation, as the executor of the last will and testament of Lulu D. Kipp, deceased, she, the said Lulu D. Kipp, deceased, being the sole distributee and legatee under the last will and testament of said Charles D. Kipp, deceased.

Done in open court this the 1st day of February, A. D. 1935.

Attest: William J. Korth, Clerk

ALLEN G. THURMAN

(SEAL) By P. B. Cady Deputy Clerk.

JUDGE

Endorsed No. 18655

Estate of Charles D. Kipp, etc., Deceased.

Filed in the Clerk's Office Salt Lake County, Utah Feb. 1, 1935

William J. Korth, Clerk 3rd Dist. Court by P. B. Cady Deputy Clerk.

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

I, William J. Korth, Clerk in and for the County of Salt Lake and Ex-Officio Clerk of the District Court of the Third Judicial District in and for Salt Lake County, State of Utah, do hereby certify that the foregoing is a full, true and correct copy of the original

ORDER APPROVING FIRST AND FINAL ACCOUNT AND DECREE
OF FINAL DISTRIBUTION.

IN THE MATTER OF THE ESTATE OF CHARLES D. KIPP, COMMONLY
KNOWN AS C. D. KIPP, DECEASED.

NO. 18655

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 1st day of February A. D. 1935

SEAL DISTRICT COURT OF THE
THIRD JUDICIAL DISTRICT
SALT LAKE COUNTY
STATE OF UTAH

William J. Korth Clerk
By Lillian Sperry
Deputy Clerk

Recorded at the request of Tracy Loan & Trust Company, February 23, 1935, at 9:04 A. M. in Book #130 of Deeds, Pages 502-503-504. Recording fee paid, \$4.70. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by J. H. McKay, Deputy. (Reference: S-12, 20, 21. Entered in Miscellaneous Index #3)

#756145

138-A-113

Right Of Way Deed

W. H. Ringwood and Julia E. Ringwood, his wife, grantors of Salt Lake City, County of Salt Lake State of Utah, hereby grants, bargains and sells to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of Four-Hundred-and-no/100 DOLLARS, the following described right of way across the grantors' land in Salt Lake County, State of Utah, as follows:

Right of way for highway known as N.R.S. Project No. 138-A, across the grantor's land in the SW 1/4 of SE 1/4 of Section 32, T. 1 N., R. 2 E., S.L.B. & M. Said right of way is contained within a strip of land 66 ft. wide, 33 ft. on each side of the center line of survey of said project, the boundaries of which are more particularly described as follows:

Beginning at a point in the west line of said grantor's land which point is located 590 ft. north; 127 ft. east; 210 ft. north; 100 ft. east; 206 ft. S.61°30'E.; 208 ft. N.52°30'E.; 255.5 ft. N.77°45'E.; 198.3 N.63°00'E. and 180 ft. south from the southwest corner of S.E. 1/4 of Section 32, T. 1 N., R. 2 E., S.L.B. & M.; thence south 70 ft. to the southwest corner of grantor's land; thence northeasterly along the south line of grantor's land, 285.1 ft. to the southeast corner of said grantor's land; thence north 70 ft.; thence S.51°38'W., 237 ft.; thence southwesterly along the arc of a 540.7 ft. radius curve to the right, 46 ft., more or less to the point of beginning, as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described tract of land contains approximately 0.36 acres, of which 0.26 acres are now occupied by the existing highway. Balance 0.10 acre.

The purpose of this deed is to grant a perpetual right of way for highway purposes.

WITNESS, the hands of said grantors, this Third day of January, A. D. 1935

Signed in the presence of:

Dr L. O Halgren

Ralph Oswald

W H Ringwood

Julia E Ringwood

Description prepared by A.M.G. 12/19/34

STATE OF UTAH,)
COUNTY OF Salt Lake) ss.

On the Third day of January A. D. 1935 personally appeared before me W. H. Ringwood and Julia E. Ringwood the signers of the within instrument, who duly acknowledged to me that they executed the same.

My Commission expires
April 18 1937

SEAL HYRUM R. MOULTON
NOTARY PUBLIC
COMMISSION EXPIRES
APRIL 18, 1937
SALT LAKE CITY STATE OF UTAH

Hyrum R. Moulton
Notary Public.

Recorded at the request of State Road Commission, February 23, 1935, at 9:10 o'clock A. M. in Book #130 of Deeds, Page 504. Recording fee paid, none. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by J. H. McKay, Deputy. (Reference: D-16, 223, 26 and 28.)

#756146

138-A-93

Right Of Way Deed

Olaf Nilson, and Antonie Nilson, his wife grantors of Salt Lake City, County of Salt Lake State of Utah, hereby grants, bargains and sells to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of Nine and 50/100 (\$9.50) DOLLARS, the following described right of way across the grantors' land in Salt Lake County, State of Utah, as follows:

Right of way for highway known as N.R.S. Project No. 138-A across the grantors' land in the SW 1/2 of Lot 77, Little Mountain Subdivision No. 1, Section 33, T. 1 N., R. 2 E., S.L.B. & M., being a strip 66 ft. wide

Section 32, which point is located 225 feet north from the Southwest corner of said Southeast Quarter ($SE\frac{1}{4}$) of Southwest Quarter ($SW\frac{1}{4}$) of Section 32, said point being at the intersection of said west line of Southeast Quarter ($SE\frac{1}{4}$) Southwest Quarter ($SW\frac{1}{4}$) of Section 32 with the center line of said survey at Engineer's Station 201/09.8 P.O.C., thence northeasterly along the arc of a 716.8 foot radius curve to the left, 219.5 feet, (Note: Tangent to said 716.8 foot radius curve to the left at point of beginning bears N. 76 degrees 52 $\frac{1}{2}$ ' E.): thence N. 59 degrees 19' E., 382.0 feet to a point of tangency with a 716.8 foot radius curve to the right; thence easterly along the arc of said 716.8 foot radius curve to the right, 389.8 feet; thence S. 89 degrees 30' E., 442.2 feet to Engineer's Station 215/46, which point is located in the east boundary line of said Southeast Quarter ($SE\frac{1}{4}$) of Southwest Quarter ($SW\frac{1}{4}$) of Section 32 at a distance of 588 feet north from the $S\frac{1}{4}$ corner of said Section 32, as shown on the official map of said project on file in the office of the State Road Commission of Utah. Said tract of land contains approximately 2.17 acres, less approximately 0.91 acres now occupied by the existing highway and 0.69 acres included in parcels owned by Salt Lake City Corporation, Clara A. Strong and William H. Taylor. Balance 0.57 acres. Excluding the North 8 feet of said right-of-way, from Engineer's Station 214/50 to Engineer's Station 215/46, the easterly end of said parcel.

Record owner, Dora Rippe Croft,
Contract purchaser, Francis J. Meik

Checked
A.M.G.2-15-35

9-A. Right-of-way for relocation and reconstruction of the channel of Emigration Creek over and across defendants' land described as follows:

Parcel 1. A strip of land, 15 feet wide, located in the Southeast Quarter ($SE\frac{1}{4}$) of Southwest Quarter ($SW\frac{1}{4}$) of Section 32, Township 1 North, Range 2 East, Salt Lake Base and Meridian, said strip lying adjacent to, and northwesterly from the proposed right of way line of N.R.S. Project No. 138-A, and extending between the west line of said Southeast Quarter ($SE\frac{1}{4}$) of Southwest Quarter ($SW\frac{1}{4}$) of Section 32, at Engineer's Station 201/10, and Engineer's Station 207/50 of the survey of said project, which right of way line is parallel to, and 33 feet distant northwesterly from the center line of survey of said project. Said strip of land contains 0.220 acres more or less.

Parcel 2. A strip of land, 15 feet wide, located in the Southeast Quarter ($SE\frac{1}{4}$) of Southwest Quarter ($SW\frac{1}{4}$) of Section 32, Township 1 North, Range 2 East, Salt Lake Base and Meridian, said strip lying adjacent to, and northwesterly from the proposed right of way line of N.R.S. Project No. 138-A, and extending between Engineer's Stations 209/30 and 214/00 of the survey of said project, which right of way line is parallel to, and 33 feet distant northwesterly from the center line of survey of said project. Said strip of land contains 0.148 acres, more or less.

Parcel 3. A strip of land 15 feet wide located in the Southwest Quarter ($SW\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section 32, Township 1 North, Range 2 East, Salt Lake Base and Meridian, said strip lying adjacent to, and northwesterly from the proposed right of way line of N.R.S. Project No. 138-A, and extending between Engineer's Stations 218/50 and 220/00 of the survey of said project, which right of way line is parallel to, and 33 feet distant northwesterly from the center line of survey of said project. Said strip of land contains 0.052 acres, more or less.

The aforesaid parcels are shown on the official map of said project on file in the office of the State Road Commission of Utah.

Recorded owner, Cora Rippe Croft
Contract purchaser, Francis J. Meik.

Checked
A.M.G.2-15-35

10. Part of Southwest Quarter ($SW\frac{1}{4}$) of Southeast Quarter ($SE\frac{1}{4}$) of Section 32, Township 1 North, Range 2 East, Salt Lake Base and Meridian.

Right of way for highway known as N.R.S. Project No. 138-A across the defendants' land in the Southwest Quarter ($SW\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section 32, Township 1 North, Range 2 East, Salt Lake Base and Meridian, being a strip 66 feet wide (33 feet on each side of the center line of survey of said project) so far as said strip is contained within the defendants' land, said strip extending from the west boundary line of Southwest Quarter ($SW\frac{1}{4}$) of Southeast Quarter ($SE\frac{1}{4}$) of Section 32 to the east boundary line of said defendants' land. Said center line is more particularly described as follows:

Beginning at a point in the west boundary of the Southwest Quarter ($SW\frac{1}{4}$) of Southeast Quarter ($SE\frac{1}{4}$) of Section 32, which point is located 588 feet north from the South $\frac{1}{4}$ corner of said Section 32, said point being at the intersection of said west boundary line of Southwest Quarter ($SW\frac{1}{4}$) of Southeast Quarter ($SE\frac{1}{4}$) of Section 32 with said center line of survey at Engineer's Station 215/46, thence S. 89 degrees 30' E. along said center line of survey, 247.1 feet to a point of tangency with a 1432.7 foot radius curve to the left; thence easterly along the arc of said 1432.7 foot radius curve to the left, 312.5 feet; thence N. 78 degrees 00' east, 275.0 feet to Engineer's Station 223/80.6, located in the east boundary line of said defendants' land, as shown on the official map of said project on file in the office of the State Road Commission of Utah at Salt Lake. Said tract of land contains approximately 1.265 acres, less approximately 0.469 acres now occupied by the existing highway, and 0.006 acres included in parcel owned by H. Warren Smith. Balance 0.790 acres. Excluding the North 8 feet of said right-of-way from Engineer's Station 215/46 easterly to the East side of private road leading to the Kelvin Grove pavilion and dance hall at approximately Engineer's Station 218/40.

Recorded owner, Dora Rippe Croft
Contract Purchaser, Francis J. Meik.

Checked
A.M.G. 2-15-35

14. Part of Block 6, Pioneer Addition in Northeast Quarter ($NE\frac{1}{4}$) of Section 6, Township 1 South, Range 2 East, Salt Lake Base and Meridian.

Right-of-way for highway known as N.R.S. Project No. 138-A across the defendants' land in Block 6, Pioneer Addition, in Northeast Quarter ($NE\frac{1}{4}$) of Section 6, Township 1 South, Range 2 East, Salt Lake Base and Meridian, being a strip 66 feet wide (33 feet on each side of the center line of survey of said project) so far as said strip is contained within the defendants' land. Said right of way is more particularly described as follows:

Beginning at the Northeast (NE) corner of said Block 6, Pioneer Addition, thence S. 16 degrees 09' W., along the north boundary line of said Block 6, 180.1 feet; thence S. 18 degrees 54' W., along the Northwest boundary line of said Block 6, 87 feet, more or less, to a point 33 feet distant, radially S. 40 degrees 17' E., from the center line of survey, of said project at Engineer's Station 173/12.5; thence Northeasterly along the arc of a 988.4 foot radius curve to the left, concentric with, and 33 feet distant, radially, southeasterly from said center line of survey, 10.3 feet. (Note: Tangent to curve at its point of beginning bears N. 49 degrees 43' E.) thence N. 49 degrees 07' E., parallel to, and 33 feet distant southeasterly from the center line of said survey 235 feet, more or less, to a point in the east boundary line of said Block 6; thence north, along said east boundary line of Block 6, 8 feet, more or less, to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Said tract of land contains approximately 0.14 acres.

Recorded owner, Dora Rippe Croft
Contract purchaser, Francis, J. Meik

Checked
A.M.G.2-15-35

2. That the defendants do have and recover judgment of this Court against the plaintiffs for the value of the lands taken by the condemnation proceedings and the damages accruing to said defendants by reason of such taking and severance and the construction of the Highway and Improvements constructed by plaintiffs as follows:

(a) To the defendants Dora Rippe Croft and Francis J. Meik with respect to the above numbered tracts #9, 9-A, 10 and 14 for the sum of \$5250.00

#130 of Deeds

(b) To the defendants Dora Rippe Croft, Clara A. Strong, F. T. Meik and Francis J. Meik for the above described tract #7, for the sum of \$750.00;

which judgments the plaintiffs agree forthwith to pay as hereinafter provided.

3. It is further stipulated that, in addition to the entering and payment of said judgments in money to the said defendants, plaintiffs agree to and will do and perform the following work upon and in connection with the said improvements so constructed by them and the lands of the defendants, namely:

(a) Complete the grading of the approach to dance hall and pavilion situated on lands adjoining 9 and 9-A to coordinate said approach with the present concrete culvert erected across channel change at approximately Engineer's Station #211.

(b) Construct and maintain a fence along the North boundary of plaintiff's right-of-way of State Road Commission Standard #J446, Type B, easterly from approximately Engineer's Station 214/50 to the West side of the private road leading to the Kelvin Grove Pavilion and dance hall at approximately Engineer's Station #218/30

(c) Narrow and reduce the width of the right-of-way for the Highway being constructed by plaintiffs to a width of only twenty-five (25) feet from its center line to its North boundary from approximately Engineer's Station #214/50 to approximately Engineer's Station #218/40. This area being excluded in the above described property affecting tracts 9 and 10.

(d) Extend the present 30 inch corrugated metal pipe culvert at the easterly end of the Olson tract approximately 20 feet East and fill the same to provide for double crossing thereover. At approximately Engineer's Station #201.

4. It is further stipulated that the firm of Stephens, Brayton & Lowe be and they are hereby designated to file voucher on behalf of all of said defendants, secure payment and make satisfaction of said judgments and disburse said funds.

5. It is further stipulated that each party shall pay his, its or her own costs.

Dated this 15th day of February, 1935.

Joseph Chez, Attorney General
by John D Rice, deputy.
Attorneys for Plaintiffs

Stephens Brayton & Lowe
Attorneys for Defendant
Dora Rippe Croft

Lionel J Bradford
Attorney for Defendants Francis
J. Meik, Clara A. Strong
and Francis T. Meik.

Recorded at the request of State Road Commission, February 28, 1935, at 9:00 A. M. in book #130 of Deeds, Pages 505, 506, 507. No fee. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by J. H. McKay, Deputy. (Reference: D-16, 223, 34 to 45; D-16, 224, 1 to 5; S-22, 26, 16 to 20.)

#756429

SPECIAL WARRANTY DEED

FIRST SECURITY TRUST COMPANY, a Utah corporation, Grantor, having its principal place of business at Salt Lake City, Utah, hereby conveys and warrants (but only against claims arising by, under or through it) to E.G. MOYER, Grantee, of Salt Lake County, State of Utah, for the sum of TEN DOLLARS (\$10.00) the following described tract of land, situated in Salt Lake County, State of Utah, to-wit:

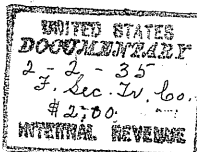
All of Lots 13 and 14, in Lockwood, a Subdivision of Lot 5, Block 41, Ten Acre Plat "A", Big Field Survey. Together with full, free and perpetual right and authority to draw water for all domestic and necessary purposes from that certain artesian well situated and now flowing on Lots 11 and 12, Lockwood Subdivision afore-said in common with the owners of said Lots 11 and 12 and to lay and connect pipes for carrying said water from said well to the house and property by this deed conveyed and to keep said pipes in repair subject to all outstanding encumbrances.

Subject to all unpaid taxes and assessments, if any, and to all building restrictions of record, if any.

IN WITNESS WHEREOF said Grantor has caused its corporate name to be hereunto subscribed and seal to be affixed by its duly authorized officers this 25th day of February, 1935.

ATTEST:

W. E Myrick.
Asst. Secretary



FIRST SECURITY TRUST COMPANY,
CORPORATE Seal
UTAH

SEAL

FIRST SECURITY TRUST COMPANY
By P W Dayer
Vice President

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On this 25th day of February, 1935, personally appeared before me P. W. DAYER, who being by me duly sworn, did say that he is a vice president of First Security Trust Company, a Utah corporation and that the foregoing instrument was signed in behalf of said corporation by authority of its by-laws and said P. W. DAYER acknowledged to me that said corporation executed the same.

My commission expires
Feby 27-1938.

CLARENCE E. RAYBOULD.
NOTARY PUBLIC
SEAL COMMISSION EXPIRES
FEB. 27, 1938
SALT LAKE CITY, STATE OF UTAH.

Clarence E Raybould
Notary Public
Residing at Salt Lake City, Utah

Recorded at the request of Home Owners Loan Corporation, February 28, 1935, at 9:48 A. M. in Book #130 of Deeds Page 507. Recording fee paid, 90¢. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by J. H. McKay, Deputy. (Reference: S-22, 80, 4.)

#756432

WARRANTY DEED

Sophie Janosef of Salt Lake City, Utah, hereby conveys and warrants to John Clark, grantee, of Salt Lake City, Utah, for the sum of Eighteen Hundred (\$1800.00) Dollars the following described tract of land in Salt Lake County, Utah, to-wit:

Commencing $4\frac{1}{2}$ rods South and 2 rods East of the Northwest corner of Lot 8, Block 20, Plat "B", Salt Lake City Survey, thence North $99\frac{1}{4}$ feet; thence East 3 rods; thence South $99\frac{1}{4}$ feet; thence West 3 rods to the beginning.

Subject to a right of way over the North 10 feet thereof.

assigns forever.

IN WITNESS WHEREOF, Said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Heber G Taylor
STATE OF UTAH,

S Grant Young (SEAL)
Sheriff of Salt Lake County,
Utah.

County of Salt Lake,) SS.

On the 19th day of December, 1934, before me Nora W. Clawson, a Notary Public in and for the County of Salt Lake, State of Utah, personally appeared S. Grant Young, Sheriff of Salt Lake County, State of Utah, personally known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same as such Sheriff, freely and voluntarily, and for the uses and purposes therein mentioned.

WITNESS my hand and notarial seal, this 19th day of December, 1934.

NORA W. CLAWSON
NOTARY PUBLIC
COMMISSION EXPIRES
NOV. 1, 1938

Nora W. Clawson
Notary Public, Residing in
Salt Lake City, Utah.

My commission expires
November 1, 1934.

SALT LAKE CITY, STATE OF UTAH

Recorded at the request of INTER-MT'N. TITLE GUARANTY CO., December 27, 1934 at 9:39 A. M. in Book #131 of Deeds, Pages 295-6. Recording fee paid \$2.10. (Signed) Helen F. Reiser, Recorder, Salt Lake County, Utah, by C. L. Schettler, Deputy. (Reference: S-18, 13, 9.)

#751803 138-A-18

Right Of Way Deed

Christian P. Sorensen & Martina K. E. Sorensen, his wife, grantor of Salt Lake City, County of Salt Lake State of Utah, hereby grants, bargains and sells to the STATE ROAD COMMISSION OF UTAH, Grantee for the sum of One Hundred and no/100 (\$100.00) DOLLARS, the following described right of way across the grantors' land in Salt Lake County, State of Utah, as follows:

Right of way for highway known as N.R.S. Project No. 138-A across land lying southerly from the grantor's lot, which land is fenced and occupied by the above named grantors, said land being located in the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 32, T. 1 N., R. 2 E., S. L. B. & M., and being more particularly described as follows:

Beginning at a point which is located 977.5 ft. east and 186 ft., more or less, north from the S.W. corner of Section 32, which point is also located 33 ft., distant, more or less, radially, northwesterly from the center line of survey of said project at Engineer's Station 197+70+; thence south 2 ft., more or less, to a fence; thence northeasterly along said fence, 100 ft. more or less, to a point located approximately 1079 ft. east and 204 ft. north from said S.W. corner of Section 32; thence north 10 ft., more or less to a point located 33 ft. distant northwesterly from said center line of survey of said project; thence southwesterly along the arc of a 1465.7 ft. radius curve to the left concentric with, and 33 ft. distant from said center line of survey, 102 ft., more or less, to the point of beginning as shown on the official map of said project on file in the office of the state Road Commission of Utah. Said tract of land contains 0.014 acres, more or less, entire tract being located south of the grantor's lot.

The purpose of this deed is to grant a perpetual right of way for highway purposes.

WITNESS, the hands of said grantors, this Eleventh day of December, A. D. 1934

Signed in the presence of:
Edward O Platt

Christian P. Sorensen
Martina K E Sorensen

STATE OF UTAH,) SS. Description prepared by A.M. Gini
COUNTY OF Salt Lake)

On the 11th day of December A. D. 1934. personally appeared before me Christian P. Sorensen and Martina K. E. Sorensen, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

EDWARD O. PLATT,
NOTARY PUBLIC
COMMISSION EXPIRES
AUG. 8, 1935.

Edward O Platt
Notary Public.

My Commission expires—

SALT LAKE CITY-STATE OF UTAH.

Recorded at the request of State Road Commission, December 27, 1934 at 10:09 A. M. in Book #131 of Deeds, Page 296. (Signed) Helen F. Reiser, Recorder, Salt Lake County, Utah, by C. L. Schettler, Deputy. (Reference: D-16, 223, 20 & 21.)

#751804

138-A-51

Right Of Way Deed

Frank Erath, ~~and Erath his wife~~, grantors of Salt Lake City, County of Salt Lake State of Utah, hereby grants, bargains and sells to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of Five and no/100 (\$5.00) DOLLARS, the following described right of way across the grantors' land in Salt Lake County, State of Utah, as follows:

Right of way for highway known as N.R.S. Project No. 138-A across the grantors' land in the NE $\frac{1}{4}$ of Lot 41, Little Mountain Subdivision No. 1, Section 33, T. 1 N., R. 2 E., S. L. B. & M.; being a strip 66 ft. wide (33 ft. on each side of the center line of survey of said project) so far as said strip is contained within the grantors' land. Said right of way is more particularly described as follows:

Beginning at a point which is 11 ft., more or less, northwesterly measured along the northeast line of Lot 41, from the southeast corner of said Lot 41, which point of beginning is also located 33 ft. distant, radially, northwesterly from the center line of survey of said project at Engineer's Station 277+44+, P.O.C.; thence southeasterly along said northeast line of Lot 41, 11 ft., more or less to the southeast corner of said Lot 41; thence southwesterly, along the southeast line of said Lot 41, 46 ft., more or less, to a point which is located 33 ft. distant, radially, northwesterly from said center line of survey; thence northeasterly along the arc of a 443.3 ft. radius curve to the right, concentric with, and 33 ft. distant northwesterly from said center line of survey, 45 ft., more or less, to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Said tract of land contains approximately 6.006 acres, less approximately 0.002 acres now occupied by the existing highway. Balance 0.004 acres.

The purpose of this deed is to grant a perpetual right of way for highway purposes.

WITNESS, the hand of said grantor, this day of, A. D. 19—

Signed in the presence of:

Frank Erath sr:

STATE OF UTAH,) SS. Description prepared by A. M. G.
COUNTY OF Salt Lake,)

On the 10th day of December A. D. 1934 personally appeared before me Frank Erath the signer of the within instrument, who duly acknowledged to me that he executed the same.

FRED G. BREINING,
NOTARY PUBLIC
COMMISSION EXPIRES
FEB. 13, 1936.

Fred G Breining
Notary Public

My Commission expires—

SALT LAKE CITY-STATE OF UTAH

See his Deeds in Bk. 41/12 pg 581.
See Sheriff's Cert of Sale in Bk. 41/12 pg 458.

gaw
m

gaw
m

wide (33 ft. on each side of the center line of survey of said project) so far as said strip is contained within the grantors' land. Said right of way is more particularly described as follows:

Beginning at a point in the northeast line of Lot 75, Little Mountain Subdivision No. 1, which point is located 20 ft., more or less, northwesterly from the southeast corner of said Lot 75, which point of beginning is also located 33 ft. distant, radially, northwesterly from the center line of survey of said project at Engineer's Station 29 + 39 +; thence southeasterly along said northeast line of Lot 75, 20 ft., more or less, to the southeast corner of said Lot 75; thence southwesterly along the southeast line of said Lot 75, 50 ft., more or less, to an intersection with that center line of Lot 75, which bears in a northwesterly and southeasterly direction; thence northwesterly along said center line of Lot 75, 18 ft., more or less, to a point which is located 33 ft. distant radially northwesterly from said center line of survey; thence northwesterly along the arc of a 988.4 ft. radius curve to the right, concentric with and 33 ft. distant northwesterly from said center line of survey, 50 ft., more or less, to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Said tract of land contains approximately 0.021 acre, less approximately 0.002 acres now occupied by the existing highway. Balance 0.019 acre.

The purpose of this deed is to grant a perpetual right of way for highway purposes.

WITNESS, the hands of said grantors, this 25th day of January, A. D. 1935

Signed in the presence of:
W D Campbell

Olaf Nilson
Antonie Nilson
by Olaf Nilson
Attorney in fact.

STATE OF UTAH,)
COUNTY OF Salt Lake) ss.

On the 25 day of Jan A. D. 1935 personally appeared before me Olaf and Olaf Nilson atty in fact for Antonie Nilson the signers of the within instrument, who duly acknowledged to me that they executed the same.

My Commission expires ~

W. D. CAMPBELL
NOTARY PUBLIC
COMMISSION EXPIRES
JULY 29, 1937

W D Campbell
Notary Public.

SALT LAKE CITY, STATE OF UTAH

Recorded at the request of State Rd. Com., February 23, 1935, at 9:12 A. M. in Book #143 of Deeds, Pages 228-229. Recording fee paid- No fee. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by J. H. McKay, Deputy. (Reference: S-30,128,1.)

#756148

138-A-4

F

Right Of Way Deed

Thomas E. Snowball and Snowball, his wife, grantors of, County of State of Utah, hereby grants, bargains and sells to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of Twenty Five and no/100 DOLLARS, the following described right of way across the grantors' land in Salt Lake County, State of Utah, as follows:

Right of way for highway known as N.R.S. Project No. 138-A, across the grantors' land in the SW 1/4 of SW 1/4 of Section 32, T. 1 N., R. 2 E., S. L. B. & M., being a strip 66 ft. wide (33 ft. on each side of the center line of survey of said project) so far as said strip is contained within the grantors' land. Said right of way is more particularly described as follows:

Beginning at the intersection of the west line of said grantors' property with the center line of survey of said project at Engineer's Station 196 + 89, which point is located 912.5 ft. east and 126 ft. north from the SW corner of said Section 32; thence south along said west property line, 35.2 ft. to a point 33 ft. distant, S. 17° 19' E. from the center line of said survey at Engineer's Station 196 + 76.8; thence N. 69° 41' E., parallel to, and 33 ft. distant southeasterly from said center line of survey, 11.0 ft., to a point of tangency with a 1399.7 ft. radius curve to the right; thence northeasterly, along the arc of said 1399.7 ft. curve to the right, concentric with, and 33 ft. distant southeasterly from said center line of survey, 15.7 ft. to the east line of said grantors' property; thence north along said east property line 33 ft. to the NE corner of said grantors' property; thence S. 75° 04' W. along the north line of said grantors' property, 25.87 ft. to the NW corner of said property; thence south, along the west line of said property, 4.1 ft., to the point of beginning, as shown on the official map of said project on file in the office of the State Road Commission of Utah. Said tract of land contains approximately 0.02 acres.

The purpose of this deed is to grant a perpetual right of way for highway purposes.

WITNESS, the hands of said grantors, this 25th day of January, A. D. 1935

Signed in the presence of:
J S Farrington

Thos F Snowball
Louise C Snowball

STATE OF UTAH,)
COUNTY OF Salt Lake) ss.

On the 25th day of January A. D. 1935 personally appeared before me Thos. F. Snowball & Louise C. Snowball the signers of the within instrument, who duly acknowledged to me that they executed the same.

My Commission expires
April 18 1937

HYRUM R. MOULTON
NOTARY PUBLIC
COMMISSION EXPIRES
APRIL 18, 1937

Hyrum R. Moulton
Notary Public.

SALT LAKE CITY, STATE OF UTAH

Recorded at the request of State Rd. Com., February 23, 1935, at 9:13 A. M. in Book #143 of Deeds, Page 229. No recording fee. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by J. H. McKay, Deputy. (Reference: D-16,223, 29 to 33.)

#756176

Warranty Deed

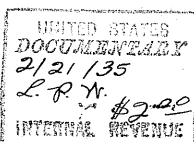
LEAH P. WHITELEY grantor of Salt Lake City County of Salt Lake, State of Utah, hereby CONVEYS and WARRANTS TO A. G. ENGBERG and VIOLET DARRENOUGUE ENGBERG, his wife, as joint tenants and not as tenants in common, with full rights of survivorship, grantee of Salt Lake City, Utah for the sum of Ten dollars and other valuable consideration DOLLARS, the following described tract of land in Salt Lake City, Salt Lake County, State of Utah:

Commencing at a point 10 rods north of the Southwest corner of lot four (4), Block fifty-nine (59), Plat "c", Salt Lake City Survey, and running thence North 33 feet; thence East 165 feet; thence South 33 feet; thence West 165 feet to the place of beginning together with all improvements thereon.

WITNESS the hand of said grantor, this fourth day of February, A. D. 1935

Signed in the presence of
T. B Chatelain

Leah P. Whiteley



See Affidavit # 1132 101 Bk 630 p 194

Signed in the presence of:
C- W West

H. C. Hoggan
Verna B. Hoggan
H. C. Hoggan
Guardian

STATE OF UTAH,)
(ss.
COUNTY OF Salt Lake)

Description prepared by AMG 2/3/34

On the 23rd day of February. A.D. 1935 personally appeared before me H. C. Hoggan, and Verna B. Hoggan, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

My Commission expires~

CHAUNCY W. WEST,
NOTARY PUBLIC
SEAL COMMISSION EXPIRES
NOV. 26, 1938.
SALT LAKE CITY, STATE OF UTAH.

Chauncy W West
Notary Public.

Recorded at the request of State Road Com., March 11, 1935 at 9:06 AM., in Book #152 of Deeds, Pages 62-63. Recording fee paid--None. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by J. H. McKay, Deputy. (Reference: D-16.224.6 to 8.)

#757084 Right Of Way Deed FHEC-28-A1 C 15-7

Elmer E. Darling and May E Darling, his wife, grantors of 5619 Highland Drive, County of Salt Lake State of Utah, hereby grants, bargains and sells to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of Twenty and no/100 DOLLARS, the following described right of way across the grantors' land in Salt Lake County, State of Utah, as follows:

All that land owned by the above named grantors located within the following described right of way through the NE 1/4 of the NW 1/4 and in the SE 1/4 of the NW 1/4 of Section 35, T. 2 S., R. 3 E., S. L. B. & M., said right of way being and extending 33.0 ft. on each side of the center line, or center line produced, of the Big Cottonwood-Brighton Federal Forest Road survey, and being more particularly described as follows:

Beginning at a point on the north boundary of grantors' land, said point being west 123 ft., more or less, from the north quarter corner of Section 35, T. 2 S., R. 3 E., S. L. B. & M., and is approximately P.O.C. Station 703+11 of above mentioned road survey; and running thence southwesterly along the arc of a 4° curve to the right 340.8 ft. to P.C.C. Station 706+51.8; which P.C.C. bears S.21°01'W., 340.0 ft. from the point of beginning; thence along a 1°30' curve to the right 655.6 ft. to P.T. Station 713+07.4, back equals 712 86.8 ahead; which P.T. bears S.32°45'W., 654.8 ft. from P.C.C. Station 706+51.8; thence S.37°40'W. 274.9 ft.; thence along a 6° curve to the left 387.2 ft.; thence S.14°26'W., 41.6 ft., more or less, to a point within grantors' land on the south boundary of the required right of way, which point is south 1469 ft., more or less, and west 948 ft., more or less from the north quarter corner of Section 35, T. 2 S., R. 3 E., S. L. B. & M., containing 2.58 acres.

That portion of above described right of way contained within the grantors' land is 0.07 acre.

The purpose of this deed is to grant a perpetual right of way for highway purposes.

WITNESS, the hand of said grantor, this day of __, A. D. 19__

Signed in the presence of:
A. M. Gini

Elmer E Darling
May E- Darling

STATE OF UTAH,)
(ss.
COUNTY OF Salt Lake)

Description prepared by W. T. Pryor, U.S.B.P.R.

On the 25 day of Feb A. D. 1935 personally appeared before me Elmer E and May E Darling the signers of the within instrument, who duly acknowledged to me that they executed the same.

My Commission expires~

W. D. CAMPBELL
NOTARY PUBLIC
SEAL COMMISSION EXPIRES
JULY 28, 1937
SALT LAKE CITY, STATE OF UTAH.

W D Campbell
Notary Public.

Recorded at the request of State Road Com., March 11, 1935 at 9:07 AM., in Book #152 of Deeds, Page 63. Recording fee paid--None. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by J. H. McKay, Deputy. (Reference: D-31.289.10 to 13.)

#757085 Right Of Way Deed FHEC-28-A1 C 15-5

Nora Wiscomb Clawson, grantor of 758 East 9th South, , County of Salt Lake State of Utah, hereby grants, bargains and sells to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of Ten and 00/100 (\$10.00) DOLLARS, the following described right of way across the grantor's land in Salt Lake County, State of Utah, as follows:

All that land owned by the above named grantor located within the following described right of way through the NE 1/4 of the NW 1/4 and in the SE 1/4 of the NW 1/4 of Section 35, T. 2 S., R. 3 E., S. L. B. & M., said right of way being and extending 33.0 ft. on each side of the center line, or center line produced, of the Big Cottonwood-Brighton Federal Forest Road survey, and being more particularly described as follows:

Beginning at a point on the north boundary of grantor's land, said point being west 123 ft., more or less, from the north quarter corner of Section 35, T. 2 S., R. 3 E., S. L. B. & M., and is approximately P.O.C. Station 703+11 of above mentioned road survey; and running thence southwesterly along the arc of a 4° curve to the right 340.8 ft. to P.C.C. Station 706+51.8, which P.C.C. bears S.21°01'W. 340.0 ft. from the point of beginning; thence along a 1°30' curve to the right 655.6 ft. to P.T. Station 713+07.4, back equals 712+86.8 ahead; which P.T. bears S.32°45'W., 654.8 ft. from P.C.C. Station 706+51.8; thence S.37°40'W., 274.9 ft.; thence along a 6° curve to the left 387.2 ft.; thence S.14°26'W., 41.6 ft., more or less, to a point within grantor's land on the south boundary of the required right of way, which point is south 1469 ft. more or less, and west 948 ft., more or less, from the north quarter corner of Section 35, T. 2 S., R. 3 E., S. L. B. & M., containing 2.58 acres.

That portion of above described right of way contained within grantor's land is 0.02 acre.

The purpose of this deed is to grant a perpetual right of way for highway purposes.

WITNESS, the hand of said grantor, this 25th day of February, A. D. 1935

Signed in the presence of:
F. B. Casto

Nora W. Clawson

STATE OF UTAH,)
(ss.
COUNTY OF Salt Lake)

Description prepared by W. T. Pryor, U.S.B.P.R.

On the 25th day of February A. D. 1935 personally appeared before me Nora W. Clawson the signer of the within instrument, who duly acknowledged to me that she executed the same.

My Commission expires
Jan. 20, 1937

HAZEL T. CHASE
NOTARY PUBLIC
SEAL COMMISSION EXPIRES
JAN. 20, 1937
STATE OF UTAH.

Hazel T Chase
Notary Public.
Res:- Salt Lake City, Utah

mr
8-11
X

8-11
X

See correction Deed #758427 Jan 13th 1935

Original of Book 152 of Deeds 152 of Deeds 152 of Deeds 152 of Deeds

signed by him in behalf of said Salt Lake County, by authority of Title 80, Chapter 10, Section 68, of the Revised Laws of Utah 1933 and as amended by Chapter 62 of the Session Laws of 1933, and said William J. Korth acknowledged to me that said corporation executed the same.

HERMAN J. JOGENSEN

NOTARY PUBLIC

COMMISSION EXPIRES

FEB. 20, 1939

SALT LAKE CITY, STATE OF UTAH

Herman J. Hogensen

Notary Public.

Residing at Salt Lake City, Utah.

Recorded at the request of S. L. County, March 14, 1935 at 12:06 P. M. in Book #129 of Deeds, Pages 611-12. Recording fee paid \$1.10. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah by J. H. McKay, Deputy. (Reference: C-24,120,28.)

#757282

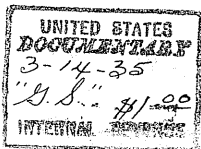
Warranty Deed

Theodore Bruce Beatty and Adelaide P. Beatty, his wife, grantors of Salt Lake, County of Salt Lake, State of Utah, hereby CONVEY and WARRANT TO George Speirs Jr. grantee of Salt Lake County, Utah for the sum of Ten and no/100 DOLLARS, and other good and valuable considerations. the following described tract of land in Salt Lake County, State of Utah:

Beginning at a point 16.74 chains South and 12.81 chains East from the Northwest corner of the Southwest Quarter of Section 6, Township 2 South, Range 1 East, Salt Lake Meridian, and running thence East 213.44 feet; thence North 79.3 feet; thence West 213.44 feet to the center of State Road; thence South 79.3 feet to the place of beginning, (not including a number of instruments signed by individuals not in the chain of title conveying to Salt Lake City Corporation, the right to use sub-surface waters in Sections 3, 4, 5, 6, 7, 8, 9, 10, 16, 17 and 18, Township 2 South, Range 1 East, Salt Lake Base & Meridian).

WITNESS the hands of said grantors, this 13th day of March 13, A. D. 1935

Singed in the presence of
F. F. Jensen



Theodore Bruce Beatty
Adelaide P. Beatty

STATE OF UTAH,)
County of) ss.

On the 13th day of March, A. D. 1935 personally appeared before me Theodore Bruce Beatty, M. D. the signer of the within instrument, who duly acknowledged to me that he executed the same.

My commission expires
Dec. 14, 1937



EVA W. RAMSEY,
NOTARY PUBLIC
COMMISSION EXPIRES
DEC. 14, 1937.

Eva W Ramsey
Notary Public.
My residence is Salt Lake City

SALT LAKE CITY-STATE OF UTAH.

Recorded at the request of Geo. Speirs, Jr., March 14, 1935 at 12:30 P. M. in Book #129 of Deeds, Page 612. Recording fee paid 90¢. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah by J. H. McKay, Deputy. (Reference: D-31,55,13.)

O #757318

STATE ROAD COMMISSION OF UTAH

Stipulation No. 138-A-5-12-12B (or 110)

13B-13E-13C-15-17-17B-111

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
IN AND FOR THE STATE OF UTAH
COUNTY OF SALT LAKE

IN RE: CONDEMNATION PROCEEDINGS

STATE OF UTAH, by and through
its STATE ROAD COMMISSION, etc.

Plaintiffs

vs

HANS P. FOLKERSON, et al

Defendants

STIPULATION BETWEEN
PLAINTIFFS AND CERTAIN
DEFENDANTS

It is hereby stipulated and agreed by and between the Attorney-at-law for the plaintiffs and for the following defendants: William E. Winkworth; Emma T. Meik, F. T. Meik, her husband; Francis J. Meik; J. H. Cleminson and Edythe M. Cleminson, his wife; and D. T. Singer, and James E. King and Martha A. King, his wife; and Lionel J. Bradford, their attorney; and Mary S. Ness and Oscar W. Gray, attorney for Mary S. Ness, that the above and foregoing cause may be comprised and settled and judgment and decree entered therein as follows:

1. That the plaintiffs may take judgment and decree for the condemnation of those numbered and described parcels of land as prayed for in the complaint in the above entitled action and as mentioned and described in the complaint as follows:

I

Tract No. 5. Right of way for highway known as N.R.S. Project No. 138-A across the grantor's land in the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 32, T. 1 N., R. 2 E., S. L. B. & M., being a strip 66 ft. wide (33 ft. on each side of the center line of survey of said project) so far as said strip is contained within the grantor's land, said strip extending from the west boundary line of said Section 32 to the east boundary line of said SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 32. Said center line is more particularly described as follows:

Beginning at a point in the west boundary line of said Section 32, which point is located 100 ft. north from the SW corner of said Section 32, said point being at the intersection of said west line of Section 32 and the center line of said survey at Engineer's Station 187 / 50; thence S. 78 deg. 43' E., along said center line of survey 307.4 ft. to a point of tangency with an 881.9 ft. radius curve to the left; thence along the arc of said 881.9 ft. radius curve to the left, 486.1 ft.; thence N. 69 deg. 41' E., 144.3 ft. to a point of tangency with a 1432.7 ft. radius curve to the right; thence along the arc of said 1432.7 ft. radius curve to the right, 293.3 ft.; thence N. 81 deg. 25' E., 68.7 ft. to a point of tangency with a 716.8 ft. radius curve to the left; thence along the arc of said 716.8 ft. radius curve to the left, 60 ft., to an intersection with the east line of said SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of said Section 32, at Engineer's Station 201 / 09.8, which point of intersection is located 225 ft. north from the SE corner of said SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 32, as shown on the official map of said project on file in the office of the State Road Commission of Utah. Said tract of land contains approximately 2.06 acres, less approximately 1.00 acres now occupied by the existing highway, and 0.15 acres included in parcels owned by Hans P. Folkerson, Salt Lake City Corporation, and Thomas

E. Snowball. Balance 0.91 acres. ✓

Tract No. 12. Right of way for highway known as N.R.S. Project No. 138-A across the grantor's land in the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 32, T. 1 N., R. 2 E., S. L. B. & M., being a strip 66 ft. wide (33 ft. on each side of the center line of survey of said project) so far as said strip is contained within the grantor's land. Said right of way is more particularly described as follows:

Beginning at the SW corner of said grantor's property which point is located North, 590 ft.; East, 127 ft.; North, 210 ft.; East 100 ft.; S. 61 deg. 30' E., 206.0 ft.; N. 52 deg. 30' E., 208 ft.; N. 77 deg. 45' E., 252.5 ft. and South 198 ft. from the south quarter corner of said Section 32, said point of beginning being located 6 ft. north from the center line of survey of said project at Engineer's Station 223/80.6, P.C.; thence East along the South boundary line of grantor's property, 50 ft.; North along the east boundary line of said grantor's property, 42 ft., more or less, to a point 33 ft. distant, radially, northwesterly from said center line of survey; thence southwesterly, concentric with, and 33 ft. distant radially, northwesterly from said center line of survey, along the arc of a 540.7 ft. radius curve to the right, 54 ft., more or less, to a point in the west line of grantor's property which point is North, 28 ft., more or less, from the point of beginning; thence South 28 ft., more or less, to the point of beginning, as shown on the official map of said project on file in the office of the State Road Commission of Utah. Said tract of land contains approximately 0.040 acres, less approximately 0.029 acre now occupied by the existing highway. Balance 0.011 acre.

Tract No. 12-B (or 110). Right of way for highway known as N.R.S. Project No. 138-A across the grantor's land in the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 32, T. 1 N., R. 2 E., S. L. B. & M. Said right of way is contained within a strip of land 66 feet wide, 33 ft. on each side of the center line of survey of said project, the boundaries of which are more particularly described as follows:

Beginning at the southwest corner of said grantor's property which point is located 590 ft. north; 127 ft. east; 210 ft. north; 100 ft. east; S. 61 deg. 30' E., 206 ft.; N. 52 deg. 30' E., 208 ft.; N. 77 deg. 45' E., 255.5 ft.; N. 63 deg. E., 56.3 ft. and south 222 ft. from the southwest corner of southeast quarter of Section 32; said point of beginning also being located 6 ft. more or less, south from the center line of survey of said project at Engineer's Station 224/34 P. O. C., thence north 42 ft., more or less, to a point which is located 33 ft. distant, radially, northwesterly from said center line of survey; thence northeasterly, concentric with and 33 ft. distant northwesterly from said center line, 141 ft., more or less, to a point in the east line of said grantor's property, which point is located 60 ft. more or less, north from the southeast corner of said property; thence south 60 ft., more or less; thence S. 51 deg. 02' 30" W., 29.5 ft.; thence southwesterly 102 ft. to the point of beginning, as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described tract of land contains approximately 0.16 acres, of which 0.08 acres are now occupied by the existing highway. Balance 0.08 acre.

As a part of the consideration for the above described highway right of way, the grantor hereby gives to the State Road Commission of Utah permission to construct and maintain within the grantor's land a channel for Emigration Creek, along the course existing as of date hereof. >

Tract No. 13-B. Right of way for highway known as N. R. S. Project No. 138-A across the grantor's land in the SW $\frac{1}{4}$ or SE $\frac{1}{4}$ of Section 32, T. 1 N., R. 2 E., S. L. B. & M., being a strip 66 ft. wide (33 ft. on each side of the center line of survey of said project) so far as said strip is contained within the grantor's land, said strip extending from the west boundary line of said grantor's land to the east boundary line of said SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 32, Said center line is more particularly described as follows:

Beginning at a point in the west boundary line of said grantor's land which point is located 825 ft., more or less, east and 670 ft., more or less, north from the South $\frac{1}{4}$ corner of Section 32, said point being located at the intersection of said West boundary line of grantor's land with said center line of survey at Engineer's Station 223/80.6 P. C.; thence northeasterly along the arc of a 573.7 ft. radius curve to the left, 263.7 ft. (Note: Tangent to curve at point of beginning bears N. 78 deg. 00' E.); thence No. 51 deg. 38' E.; 335.7 ft. to Engineer's Station 229/80, more or less, located in the east boundary line of said SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 32, said point being located approximately 1325 ft. east and 988 ft. north from the South $\frac{1}{4}$ corner of said Section 32 as shown on the official map of said project on file in the office of the State Road Commission of Utah. Said tract of land contains approximately 0.91 acre, less approximately 0.45 acre now occupied by the existing highway, 0.01 acre included in property owned by James E. and Martha A. King, and 0.08 acre included in property owned by Mary S. Ness. Balance 0.37 acre.

Tract No. 13-E. Right of way for relocation and reconstruction of the channel of Emigration Creek over and across land described as follows:

A strip of land, 15 ft. wide, in the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 32, T. 1 No., R. 2 E., S. L. B. & M., said strip lying adjacent to, and northwesterly from the proposed right of way line of N.R.S. Project No. 138-A, and between Engineer's Station 228/50 and the east line of said SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 32 at Station 229/80, more or less, of survey of said project, which right of way line is parallel to, and 33 ft. distant northwesterly from the center line of said survey. Said strip of land contains 0.057 acre, more or less, as shown on the official map of said project on file in the office of the State Road Commission of Utah.

Tract No. 13-C. Right of way for highway known as N.R.S. Project No. 138-A across the grantor's land in the E $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 32, T. 1 N., R. 2 E., S. L. B. & M., being a strip bounded on the north side by the present south boundary line of present highway and bounded on the southside by a line parallel to, and 33 ft. distant southerly from the center line of survey of said project said strip extending between the west and east lines of said E $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 32, Said center line of survey is more particularly described as follows:

Beginning at a point in the west line of said E $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 32, which point is located 988 ft., more or less, north and 1325 ft., more or less, east from the south $\frac{1}{4}$ corner of Section 32, said point being located at the intersection of the west line of said E $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 32 with the center line of survey of said project at Engineer's Station 229/80, more or less; thence N. 51 deg. 38' E., 474.3 ft. to a point of tangency with a 1432.7 ft. radius curve to the right; thence northeasterly along the arc of said curve to the right, 322.1 ft.; thence N. 64 deg. 31' E., 367.5 ft. to a point of tangency with a 955.4 ft. radius curve to the right, thence northeasterly along the arc of said curve to the right, 358.7 ft. to Engineer's Station 245/02.6, P.O.C., located in the east boundary line of Section 32, at a point 885.9 ft. south from the east quarter corner of said Section 32, as shown on the official map of said project on file in the office of the State Road Commission of Utah. Said tract of land contains approximately 0.47 acre.

Tract No. 15. Right of way for highway known as N.R.S. Project No. 138-A across the grantor's land in Block 7 and reserved area adjoining Block 7 on east, Pioneer Addition in NE $\frac{1}{4}$ or NE $\frac{1}{4}$ of Section 6, T. 1 S., R. 2 E., S. L. B. & M., being a strip 66 ft. wide (33 ft. on each side of the center line of survey of said project) so far as said strip is contained within the grantor's land. Said right of way is more particularly described as follows:

Beginning at the SE corner of Block 7, Pioneer Addition, thence S. 16 deg. 09' W., along the south line of said Block 7, 53 ft., more or less, to a point 33 ft. perpendicularly distant N. 40 deg. 33' W. from the center line of survey of said project at Engineer's Station 175/95; thence N. 40 deg. 07' E., parallel to, and 33 ft. distant northwesterly from the center line of said survey, 52 ft., more or less, to a point of tangency with a 749.8 ft. radius curve to the right, thence northeasterly along the arc of said 749.8 ft. radius curve to the right parallel to, and 33 ft. distant northwesterly from said center line of survey, 184.0 ft., more or less, to a point in the north line of Section 6; thence east long said north line of Section 6, 56 ft., more or less, to a point in the present north boundary line of Canyon Highway; thence S. 16 deg. 09' W. along said north boundary line of Canyon Highway, 282 ft., more or less, to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Said tract of land contains approximately 0.12 acres.

Tract No. 17. Right of way for highway known as N. R. S. Project No. 138-A across the grantor's land in the E $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 32, T. 1 N., R. 2 E., S. L. B. & M., being a strip bounded on the south side by the north boundary line of present highway and bounded on the north side by a line parallel to, and 33 ft. distant northerly from the center line of survey of said project, said strip extending between the west and east lines of said E $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 32. Said center line of survey is more particularly described as follows:

Beginning at a point in the west line of said E $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 32, which point is located 988 ft. more or less, north and 1325 ft., more or less, east from the south $\frac{1}{4}$ corner of Section 32, said point being located at the intersection of the west line of said E $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 32 with the center line of survey of said project at Engineer's Station 229/80, more or less; thence N. 51 deg. 38' E., 474.3 ft. to a point of tangency with a 1432.7 ft. radius curve to the right; thence northeasterly along the arc of said curve to the right; 322.1 ft.; thence N. 64 deg. 31' E., 367.5 ft. to a point of tangency with a 955.4 ft. radius curve to the right, thence northeasterly along the arc of said curve to the right, 358.7 ft. to Engineer's Station 245/02.6 P.O.C. located in the east boundary line of Section 32, at a point 885.9 ft. south from the east quarter corner of said Section 32, as shown on the official map of said project on file in the office of the State Road Commission of Utah. Said tract of land contains approximately 0.81 acres.

Tract No. 17-B. Right of way for relocation and reconstruction of the channel of Emigration Creek over and across land described as follows:

A strip of land, 15 ft. wide, located in the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 32, T. 1 N., R. 2 E., S. L. B. & M., said strip lying adjacent to, and northwesterly from the proposed right of way line of N.R.S. Project No. 138-A and between the west line of said SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 32 at Engineer's Station 229/80, more or less, and Engineer's Station 233/50 of the survey of said project, which right of way line is parallel to, and 33 ft. distant northwesterly from the center line of survey of said project, said strip containing 0.113 acres, more or less, as shown on the official map of said project on file in the office of the State Road Commission of Utah.

Tract No. 111. Right of way for highway known as N.R.S. Project No. 138-A, across the grantor's land in Lot 49, Little Mountain Subdivision No. 1, Section 33, T. 1 N., R. 2 E., S. L. B. & M., being a strip 66 ft. wide (33 ft. on each side of the center line of survey of said project) so far as said strip is contained within the grantor's land. Said right of way is more particularly described as follows:

Beginning at the southwest corner of Lot 49, Little Mountain Subdivision No. 1, which point is located 30 ft., more or less, perpendicularly distant northwesterly from the center line of survey of said project at Engineer's Station 280/42; thence northwesterly along the southwest line of said Lot 49, 3 ft., more or less, to a point which is located 33 ft. perpendicularly distant northwesterly from said center line of survey; thence northeasterly, parallel to and 33 ft. distant northwesterly from said center line of survey, 44 ft., more or less, to a point in the southeast line of Lot 49, said point being located 44 ft., more or less, northeasterly from the southwest corner of said Lot 49; thence southwesterly along the southeast line of Lot 49, 44 ft., more or less to the point of beginning, as shown on the official map of said project on file in the office of the State Road Commission of Utah. Said tract of land contains approximately 0.001 acre.

II

> That the defendants do have and recover judgment of this Court against the plaintiffs for the value of the lands taken by the condemnation proceedings and the damages accruing by said defendants by reason of said taking and severance and the construction of the Highway and Improvements constructed by plaintiffs, as follows:

- ×(a) To the defendant, William E. Winkworth with respect to the above numbered tracts Nos. 13-B, 13-C, and 13-E in the sum of \$212.50.
- (b) To the defendants, J. H. Cleminson and Edythe M. Cleminson, his wife, with respect to the above numbered tract No. 111 in the sum of \$1.00.
- (c) To the defendants, James E. King and Martha A. King, his wife, with respect to the above numbered tract No. 12 in the sum of \$27.50.
- (d) To the defendant Mary S. Ness and Oscar W. Gray with respect to the above numbered tract No. 110, also known as tract No. 12-B in the sum of \$320.62.
- ×(e) To the defendants Emma T. Meik and F. T. Meik, her husband, and Francis J. Meik for whatever interest in all of the above numbered tracts and tracts Nos. 5, 15, 17, and 17-B in the sum of \$940.00.

<which judgments the plaintiffs agree forthwith to pay as hereinafter provided. Said payments to cover improvements of any kind upon said property, and also said decree to cover said improvements and any damage done to any of the improvements on any of the property of which the condemned property is a part.>

III

It is further stipulated that, in addition to the entering and payment of said judgments in money to the said defendants, plaintiffs agree to and will do and perform the following work upon and in connection with the said improvements so constructed by them on the lands of the defendants, namely:

- (a) To construct an approach and road way southwesterly and upon the south side of the right-of-way herein sought in this action for a distance of 100 ft. commencing at a point or station designated on Exhibit "A" as Station 196/80. Said roadway to be 20 ft. in width.
- (b) To construct along the south side line of said right-of-way a fence designated and illustrated by plaintiff's drawing No. J-446, Type B. said fence to be constructed between the stations or points as shown on plaintiff's Exhibit "A" herein and designated as Stations 197 to 201.
- ✓(c) To construct and erect the same tupe of fence as designated in paragraph (b) along the north side of the right-of-way line between Stations 233 and 236, as designated on plaintiff's Exhibit "A".

IV

It is further stipulated that the judgments heretofore agreed to in the above entitled actions are to be paid to them. Attorney Lionel J. Bradford, Esq. is hereby designated to file a voucher in behalf of all the defendants to secure payment and make satisfaction of said judgments and disburse said funds.

V

<It is further stipulated that each party shall pay his, its or her own costs, except that plaintiffs agree to pay costs to Mary S. Ness in the sum of \$28.50.>

Dated this 9th day of March, 1935.

Joseph Chez
Attorney General

John D Rice
Deputy

ATTORNEYS FOR PLAINTIFFS

Lionel J Bradford
Attorney for Defendants William C. Winkworth, Emma T. Meik, and F. T. Meik, her husband, Francis J. Meik, J. H. Cleminson and Edythe Cleminson his wife, James E. King and Martha A. King, his wife.

Oscar W. Gray
Attorney for Mary S. Ness and Oscar W. Gray.

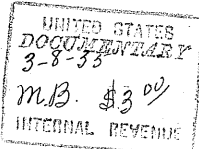
Recorded at the request of State Road Commission, March 15, 1935 at 9:01 A. M. in Book #129 of Deeds, Pages 612-13-14. Recording fee paid-No Fee. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah by J. H. McKay, Deputy. (Reference: D-16,224,9 to 40; D-22,106,31 to 33; S-30,128,14 to 19; S-22,27,5 to 10.)

On this 30th day of January, 1935, personally appeared before me Willard I. Hamilton to me personally known, who being by me duly sworn did say that he is a Vice President of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a corporation under the laws of the State of New Jersey, and that the seal affixed to the foregoing instrument is the corporate seal of said Company, and that said instrument was signed and sealed in behalf of said Company by authority of its Board of Directors, and said Willard I. Hamilton acknowledged to me that said corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City of Newark, New Jersey, the day and year first above written.

My commission expires:
June 12, 1939.

RICHARD E. BRITTON
NOTARY PUBLIC
NEW JERSEY



Richard E. Britton
Notary Public.
Residing at East Orange, N. J.

Recorded at the request of Prudential Ins. Co., March 8, 1935 at 3:52 PM., in Book #152 of Deeds, Pages 61-62. Recording fee paid \$1.30. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by W. H. Howard, Deputy. (Reference: C-16.176.34.)

#757082

N. R. S. 138-A-45 & 54

Right Of Way Deed

C. D. Harding and Jennie L. Harding, his wife, grantors of Santa Monica, County of Los Angeles State of Utah California, hereby grants, bargains and sells to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of Ten and no/100 DOLLARS, the following described right of way across the grantors' land in Salt Lake County, State of Utah, as follows:

Right of way for highway known as N.R.S. Project No. 138-A across the grantors' land in the NE 1/2 of Lot 30 and the SW 1/2 of Lot 45, Little Mountain Subdivision No. 1, Section 33, T. 1 N., R. 2 E., S. L. B. & M., being strips of land 66 ft. wide (33 ft. on each side of the center line of survey of said project) so far as said strips of land are contained within the grantors' land. Said right of way is more particularly described as follows:

In NE 1/2 of Lot 30

Beginning at a point in the northeast line of Lot 30, Little Mountain Subdivision No. 1, which point is located 8 ft., more or less, southeasterly measured along said northeast line of Lot 30 from the northeast corner of said Lot 30, which point of beginning is also located 33 ft. distant, radially, southeasterly from the center line of survey of said project at Engineer's Station 271+54, thence northwesterly along said northeast line of Lot 30, 8 ft., more or less, to the northeast corner of said Lot 30; thence southwesterly along the northwest line of said Lot 30, 50 ft., more or less, to an intersection on the longitudinal center line of said Lot 30, thence southeasterly along said center line of Lot 30, 9 ft., more or less, to a point which is located 33 ft. distant, radially, southeasterly from said center line of survey; thence northeasterly, along the arc of a 606.7 ft. radius curve to the left, concentric with and 33 ft. distant, southeasterly, from said center line of survey, 50 ft., more or less, to the point of beginning, as shown on the official map of said project on file in the office of the State Road Commission of Utah. Said tract of land contains approximately 0.010 acre.

In SW 1/2 of Lot 45

Beginning at a point in the southwest line of Lot 45, Little Mountain Subdivision No. 1, which point is located 17 ft. northwesterly, measured along said southwest line of Lot 45 from the southwest corner of said Lot 45; which point of beginning is also located 33 ft. distant, radially, northwesterly from the center line of survey of said project at Engineer's Station 278+41, P.O.C.; thence southeasterly along said southwest line of Lot 45, 17 ft., more or less, to the southwest corner of said Lot 45; thence northeasterly along the southeast line of said Lot 45, 50 ft., more or less, to an intersection with the center line in Lot 45 which bears in a northwesterly and southeasterly direction; thence northwesterly along said center line of Lot 45, 13 ft., more or less, to a point which is located 33 ft. perpendicularly distant northwesterly from said center line of survey; thence S. 66° 28' W., parallel to and 33 ft. distant northwesterly from said center line of survey 42 ft., more or less, to a point of tangency with a 443.3 ft. radius curve to the left; thence along the arc of said 443.3 ft. radius curve to the left, concentric with and 33 ft. distant northwesterly from said center line of survey 8 ft., more or less to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described tract of land contains approximately 0.017 acre, of which 0.010 acre is now occupied by the existing highway. Balance 0.007 acre.

The purpose of this deed is to grant a perpetual right of way for highway purposes.

WITNESS, the hands of said grantors, this 19th day of February, A. D. 1935

Signed in the presence of:—

C. D. Harding.
Jennie L. Harding.

STATE OF CALIFORNIA,)
(ss.
County of Los Angeles,)

ON THIS 19th day of February, A. D., 1935 before me, Robert A. Gandy a Notary Public in and for said County and State, personally appeared C. D. Harding and Jennie L. Harding, known to me, (or proved to me on the oath of →), to be the persons whose names are subscribed to the within Instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

MY COMMISSION EXPIRES
DEC. 7, 1937

SEAL ROBERT A. GANDY,
NOTARY PUBLIC
LOS ANGELES COUNTY, CALIF
EUREKA

Robert A. Gandy
Notary Public in and for said
County and State.

Recorded at the request of State Road Com., March 11, 1935 at 9:05 AM., in Book #152 of Deeds, Page 62. Recording fee paid --None. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by J. H. McKay, Deputy. (Reference: S-21.192.27 to 33 inc. S-30.128.6-13 inc.)

#757083

Right Of Way Deed

138-A-19

H. C. Hoggan, and Verna B. Hoggan, his wife, (H.C. Hoggan, Guardian, grantor of Salt Lake City, County of Salt Lake State of Utah, hereby grants, bargains and sells to the STATE ROAD COMMISSION OF UTAH, Grantee, for the sum of Fifty and no/100 (\$50.00) DOLLARS, the following described right of way across the grantors' land in Salt Lake County, State of Utah, as follows:

Right of way for highway known as N.R.S. Project No. 138-A across land lying southerly from the grantors' lot, which land is occupied by the above named grantors, said land being located in the SW 1/4 of SW 1/4 of Section 32, T. 1 N., R. 2 E., S. L. B. & M., and being more particularly described as follows:

Beginning at a point which is located approximately 1079 ft. east and approximately 214 ft. north from the S.W. corner of Section 32, which point is also located 33 ft. distant more or less, radially, northwesterly from the center line of survey of said project at Engineer's Station 198+68; thence south, 10 ft., more or less, thence northeasterly, 110 ft., more or less, to a point which is located approximately 1190 ft. east and approximately 220 ft. north from said S.W. corner of Section 32, thence north, 18 ft., more or less to a point which is located 33 ft. distant radially northwesterly from said center line of survey; thence southwesterly along the arc of a 1465.7 ft. radius curve to the left, concentric with, and 33 ft. distant northwesterly from said center line 110 ft., more or less, to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Said tract of land contains 0.035 acres, more or less, entire tract being located south of grantors' lot.

The purpose of this deed is to grant a perpetual right of way for highway purposes.

WITNESS, the hands of said grantors, this Twenty-Third day of February, , A. D. 1935.

AUDITOR'S TAX DEED

TO SALT LAKE COUNTY

Entry No. **829496**THIS DEED, made the 10th day of February, A. D. 1938.between Salt Lake County, State of Utah, by F. H. ADAMS
as Auditor of Salt Lake County, State of Utah, party of the first part, and Salt Lake County, State of Utah, party of the second part, WITNESSETH:THAT WHEREAS, as shown by certificate of sale made by D. K. MOFFAT
as County Treasurer of Salt Lake County, aforesaid, dated JANUARY 9, 1933
and hereinafter referred to, in the year 1932 the property hereinafter described, having been duly assessed, according to law, there were duly levied for said year, General taxes ~~and~~~~taxes~~, in the aggregate amount of
Three and 08/100 - - - - - DOLLARS, against H. Warren Smith on the
real property hereinafter particularly described, situate in Salt Lake County, Utah, andWHEREAS, on the 9th day of JANUARY, 1933, after due notice of assessment for said year, and notice of time and place for the payment of said taxes and the time when they would become delinquent, and opportunity to pay same having been given to saidH. Warren Smithin the manner prescribed by law, and the said taxes being then past due, wholly unpaid and delinquent, the said Treasurer sold to Salt Lake County, subject to redemption in the manner provided by law, the property hereinafter described, for the delinquent taxes for which said property is liable, assessed in the name of H. Warren Smithas owner for the year 1932, and costs of sale, together with the penalty provided by law, in the aggregate sum of Three and 67/100 - - - - - DOLLARS;and pursuant to law, the said Treasurer executed a certificate of sale covering said property, dated JANUARY 9, 1933, to Salt Lake County, and delivered same toC. R. VIGUSas Auditor of Salt Lake County, State of Utah, and
WHEREAS, four years have elapsed since the date of said sale and said property has not been redeemed therefrom,

NOW THEREFORE, the said party of the first part, as Auditor of Salt Lake County, aforesaid, in consideration of the premises, and pursuant to the provisions of Title 80, Chapter 10, Section 66, Revised Statutes of Utah 1933, hereby conveys to Salt Lake County the said party of the second part, all that certain piece or parcel of land situated in Salt Lake County, State of Utah, and described as follows, to-wit:

Com N 590 ft E 127 ft S 89°15' E 200
ft N 75°35' E 51.6 ft & N 85°21' E
50.2 ft fr SW cor SE¹/₄ Sec 32, T 1N, R
2E, S.L. Mer N 104 ft N 52°30' E 126
ft S 130 ft S 66° 45' W 108.8 ft to beg.
0.25 Ac.

Witness my hand and seal as Auditor of said County, the day and year first above written.

Signed, sealed and delivered in the presence of

Auditor of Salt Lake County.STATE OF UTAH, } ss.
County of Salt Lake.

MAR 14 1938

On the _____ day of _____, 1937, personally appeared before me
as County Recorder of Salt Lake County, State of Utah F. H. ADAMS
the Auditor of Salt Lake County, State of Utah, the signer of the foregoing instrument, who duly acknowledged to me that he, as such Auditor of Salt Lake County, aforesaid, executed the same.Jessie Evans
County Recorder of Salt Lake County, Utah.Recorded at Request of Mar. 14, 1938
At 17 M. Book 236 of Page 97Jessie Evans
Recorder Salt Lake County, Utah.By D. E. Palmer
Deputy.

Fee

W-16
201-83Pt. SW-SE-32
1N-2E

Pt. SW-SE-32

5-16

See Tax 829496, page 325, line 16.