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3RD JUDICIAL DISTRICT COURT
MAY 20 2014 PM 3:33
SALT LAKE COUNTY
CLERK OF COURT

I CERTIFY THAT THIS IS A TRUE COPY OF
AN ORIGINAL DOCUMENT ON FILE IN THE
THIRD JUDICIAL COURT, SALT LAKE
COUNTY, STATE OF UTAH.

RATE

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MAY 20 2014
SALT LAKE COUNTY CLERK
DEPUTY COURT CLERK

IN THE THIRD JUDICIAL DISTRICT COURT OF SALT LAKE COUNTY

STATE OF UTAH

MARCELINO ARCHULETA and
CLAUDIA ARCHULETA,

Plaintiffs,

**STIPULATION AND JOINT MOTION
FOR DISMISSAL OF COMPLAINT
AND COUNTERCLAIM**

v.

GRANT W. DANSIE, PAULINE P.
DANSIE, and JOHN DOES 1 through 10

Civil No. 070903280

Judge Medley

Defendants.

Plaintiffs Marcelino Archuleta and Claudia Archuleta (the "Archuletas"), and Defendants Grant W. Dansie and Pauline P. Dansie ("the Dansies"), by and through their respective counsel of record, stipulate that this matter, including the Archuletas' Complaint and the Dansies' Counterclaim, has been fully resolved by execution of a Settlement Agreement, a copy of which is attached hereto as Exhibit "A."

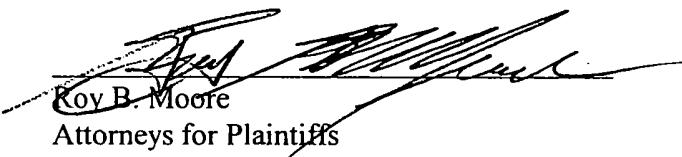
Accordingly, Plaintiffs and Defendants jointly move the Court to dismiss this action, including the Complaint and Counterclaim, with prejudice, the parties to bear their respective

11893336
08/06/2014 02:33 PM \$40.00
Book - 10251 Pg - 569-584
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
MARCELINO ARCHULETA
3064 W 13400 S
RIVERTON UT 84065
BY: TWP, DEPUTY - W 16 P.

costs and attorney's fees incurred herein. A proposed Order of Dismissal is submitted with this motion.

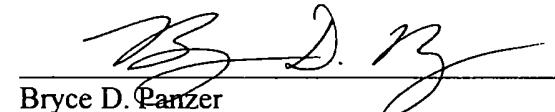
DATED this 20 day of August, 2007.

ROY B. MOORE, P.C. & ASSOCIATES


Roy B. Moore

Attorneys for Plaintiffs

BLACKBURN & STOLL, LC


Bryce D. Panzer

Attorneys for Grant and Pauline Dansie

BDP\23830.001\STIPULATIONTODISMISAL.WPD

“EXHIBIT A”

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into this 27 day of July, 2007, by Grant W. Dansie and Pauline P. Dansie (the "Dansies"), and Marcelino M. Archuleta and Claudia Archuleta (the "Archuletas"), with respect to the following.

RECITALS

A. The Archuletas, as plaintiffs, and the Dansies, as some of the defendants, are parties to that certain lawsuit presently pending in the Third Judicial District Court of Salt Lake County, Utah, as Civil No. 070903280 (the "Lawsuit"). The Lawsuit involves the title to certain real property located in Salt Lake County, Utah, and more particularly described as follows:

Commencing North 0°03'40" West 33.0 feet and North 89°49'10" West 1979.90 feet from the South Quarter corner of Section 33, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°49'10" West 10.46 feet to the East line of the Grant W. and Pauline P. Dansie property; thence North 0°04'08" East along said property line 365.73 feet; thence East 10.02 feet; thence South 367.76 feet to point of beginning.

hereinafter, the "Gap Parcel."

B. The Archuletas have asserted that they own or are entitled to obtain title and possession of the Gap Parcel, which claims the Dansies have disputed.

C. The Archuletas and Dansies desire to settle and resolve their disputes upon the following terms and conditions.

TERMS AND CONDITIONS

1. Quit Claim to Archuletas. The Dansies and Archuletas agree to execute and acknowledge a Quit Claim Deed, in the form attached hereto as Exhibit "A," pursuant to which the Dansies shall convey and/or relinquish to the Archuletas any and all right, title or interest that they claim or may claim in the Gap Parcel, excepting only an easement held by the Dansies for natural and irrigation runoff over the Gap Parcel.

2. Quit Claim to Dansies. The Archuletas agree to execute, acknowledge and deliver to the Dansies a Quit Claim Deed, in the form attached hereto as Exhibit "B," pursuant to which the Archuletas shall convey and/or relinquish to the Dansies any and all right, title or interest that they claim or may claim in the Dansies' property, the legal description of which is as follows:

Beginning at a point in the center of 13400 South Street, said point being the Southeast corner of the Grant W. Dansie and Pauline G. Dansie property as described by Warranty Deed recorded on March 4, 1976, as Entry No. 2791548, in Book 4125, at page 247, of

the Official Records, said point also being South 89°49'10" East 663.47 feet, more or less, from the Southwest Corner of the Southwest Quarter of the Southwest Quarter of Section 33, Township 3 South, Range 1 West, Salt Lake Base and Meridian; running thence North 89°49'10" West along 13400 South Street 110.2 feet; thence North 0°04'08" East 398.76 feet; thence South 89°49'10" East 110.2 feet, more or less, to a point located on the East boundary line of the West half of the Southwest of the Southwest of said Section 33; thence South 0°04'08" West 398.76 feet to the point of the beginning.

hereinafter, the "Dansies' Property."

3. Consent to Subdivision. Upon the conditions set forth herein, the Dansies will consent to the subdivision of the Archuletas' property, lying to the east of the Dansies' Property, which consists of the parcels having tax identification nos. 27-33-351-005, -006, -007, and -008, plus the Gap Parcel. The subdivision will be of the design shown in Exhibit "C" attached hereto, i.e., having three lots, with a private roadway located on the westerly side of the Archuletas' property (including the Gap Parcel) (the "Subdivision").

4. Retaining Wall. No later than the time of installation of the private roadway on the Subdivision, or at such earlier time as may be required by Riverton City, the Archuletas shall install a retaining wall (the "Wall") in compliance with the following standards and provisions:

A. All of the footings and excavation for the Wall shall be on the Subdivision property (including the Gap Parcel). The Wall shall be constructed in accordance with sound engineering and construction standards, in compliance with all regulations of Riverton City, and for the purpose of preventing erosion or slippage of the Dansies' Property immediately to the west. The Archuletas and their successors and assigns shall be responsible for maintenance and repair of the Wall, and neither the Dansies nor their successors shall have any responsibility for maintenance or repair of the Wall.

B. The Wall shall run the length of the private roadway, and for any additional distance to the north where the existing slope between the Dansies' Property and the Archuletas' property is modified so as to create a risk of erosion or slippage.

C. The Wall shall be designed, constructed and maintained so as to prevent or control natural and irrigation water runoff from the Dansies' Property from entering into the Subdivision Property, and to divert the same into existing irrigation works to the north. The Archuletas, for themselves and their successors in interest, acknowledge that if the Wall does not successfully divert natural or irrigation water runoff, that (a) the Dansies hold an easement on the Gap Parcel for natural and irrigation water runoff; and (b) no claim shall be asserted against the Dansies, or their successors in interest, for any damages or perceived damages caused by or relating to such natural or irrigation water runoff.

D. In constructing the Wall, all reasonable efforts shall be taken to protect and prevent the loss of existing trees located on the Dansies' Property and adjacent to the proposed Wall. The Dansies agree that they shall trim the trees so as to prevent limbs and branches interfering with traffic on the private roadway. Furthermore, the Archuletas acknowledge that there is an irrigation pipeline located on the Dansies' Property and near the agreed boundary line, which the Archuletas shall protect in the course of constructing the Wall.

5. Privacy Fence. The Archuletas agree to engage a contractor to provide and install, and to pay the cost of installing, a vinyl privacy fence (the "Fence") on the Dansies' Property, and along the eastern boundary of the Dansies' Property (as defined herein). The Fence shall be substantially identical in type, design, and construction to the white vinyl fence existing on the Dansies' Property; provided, however, that the Archuletas may install a vinyl fence with one or both of the following variations: (i) the fence may have brick pillars between the vinyl areas, and/or (ii) the fence may be a light beige color, rather than white. The Fence shall run substantially all of the length of the eastern boundary of the Dansies' Property, beginning as near the existing sidewalk on the south side as is permitted by Riverton City regulations, and running to the north boundary of the Dansies' Property. Except as limited to four feet in height by City standards (near the south end), the Fence shall be six feet tall.

The Fence shall be installed no later than ninety (90) days after the date the private roadway on the Subdivision is completed. Prior to commencement of construction of the Fence by the contractor, the contractor selected by the Archuletas shall provide to the Dansies a written acknowledgment that (a) the complete costs of the Fence have been or will be paid by the Archuletas, (b) neither the contractor nor any supplier or subcontractor to the contractor, shall ever assert any claim or lien against the Dansies or the Dansies' Property with respect to the Fence, and (c) the contractor provides a warranty to the Dansies of at least one year on all workmanship and materials.

6. Lawsuit Dismissal. Promptly upon execution of this Agreement and the delivery of the quit claim deeds, the Archuletas and Dansies shall stipulate to dismissal with prejudice of the complaint against the Dansies and the Dansies' counterclaim against the Archuletas, with the parties to bear their own costs and attorneys' fees.

7. Notice of Breach; Attorney's Fees. In the event either party asserts that the other party has breached this Agreement, such party shall, prior to exercising any right or remedy with respect to such breach, give a written notice to the other party, specifying the nature of the breach. The defaulting party shall have a period of twenty (20) days after the date of such written notice within which to cure the breach. In the event of a breach, then, in addition to any other remedy that may be available, the nondefaulting party shall be entitled to recover from the defaulting party all costs and expenses, including reasonable legal fees, that are incurred in enforcing this Agreement, or any instrument executed pursuant to this Agreement. Any monetary damages resulting from a breach shall bear interest at the rate of 18% per annum until paid.

g. Wad 7/27/17

8. Mutual Release. Excepting only the obligations of the parties set forth in this Agreement, the Archuletas hereby release the Dansies, and the Dansies hereby release the Archuletas, from any claims relating to or arising out of the subject matter of the Lawsuit, including any prior use of the Gap Parcel.

9. Miscellaneous. Each party acknowledges that this Settlement Agreement is entered into for the purpose of resolving uncertain and disputed claims. Each party further acknowledges that there may be facts not presently known that would be material to the party's decision to enter into this Agreement, and such party accepts such risk. Each party has been had the opportunity to obtain legal counsel and advice with respect to this Agreement.

Grant W. Dansie
Grant W. Dansie

Pauline P. Dansie
Pauline P. Dansie

Marcelino M. Archuleta
Marcelino M. Archuleta

Claudia Archuleta
Claudia Archuleta

1/21/11
ppd

EXHIBIT "A"

After Recording, Return To:

Marcelino M. Archuleta
3064 West 13400 South
Riverton, Utah 84065

**QUIT-CLAIM DEED
AND ACKNOWLEDGMENT OF EASEMENT**

This Quit-Claim Deed and Acknowledgment of Easement is made and executed this day of May, 2007, by Grant W. Dansie and Pauline P. Dansie, Grantors, of 3082 West 13400 South, Riverton, Utah 84065, and Marcelino M. Archuleta and Claudia Archuleta, Grantees, of 3064 West 13400 South, Riverton, Utah 84065, as follows:

Grantors, for good and valuable consideration, hereby quit claim to Grantees, as joint tenants, the following described real property located in Salt Lake County, State of Utah:

Commencing North 0°03'40" West 33.0 feet and North 89°49'10" West 1979.90 feet from the South Quarter corner of Section 33, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°49'10" West 10.46 feet to the East line of the Grant W. and Pauline P. Dansie property; thence North 0°04'08" East along said property line 365.73 feet; thence East 10.02 feet; thence South 367.76 feet to point of beginning.

No tax serial no. assigned;

Hereinafter, the "Gap Parcel."

Grantees, for good and valuable consideration, hereby acknowledge and grant to Grantors, their heirs, successors, and devisees, for the benefit of the Grantors' Property described below, a perpetual easement on the Gap Parcel for natural and irrigation runoff. The Grantors' Property is located immediately to the west of the Gap Parcel, and is more specifically described as follows:

Beginning at a point in the center of 13400 South Street, said point being the Southeast corner of the Grant W. Dansie and Pauline G. Dansie property as described by Warranty Deed recorded on March 4, 1976, as Entry No. 2791548, in Book 4125, at page 247, of the Official Records, said point also being South 89°49'10" East 663.47 feet, more or less, from the Southwest Corner of the Southwest Quarter of the Southwest Quarter of Section 33, Township 3 South, Range 1 West, Salt Lake Base and Meridian; running thence North 89°49'10" West along 13400 South Street 110.2 feet; thence North 0°04'08" East 398.76 feet; thence

South 89°49'10" East 110.2 feet, more or less, to a point located on the East boundary line of the West half of the Southwest of the Southwest of said Section 33; thence South 0°04'08" West 398.76 feet to the point of the beginning.

Tax serial no. 27-33-351-004.

DATED this ____ day of May, 2007.

GRANTORS:

Grant W. Dansie

Pauline P. Dansie

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

The foregoing instrument was acknowledged before me this ____ day of May, 2007, by
Grant W. Dansie and Pauline P. Dansie.

Notary Public
Residing in

My Commission Expires:

DATED this ____ day of May, 2007.

GRANTEEES:

Marcelino M. Archuleta

Claudia Archuleta

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

The foregoing instrument was acknowledged before me this ____ day of May, 2007, by
Marcelino M. Archuleta and Claudia Archuleta.

**Notary Public
Residing in**

My Commission Expires:

EXHIBIT "B"

After Recording, Return To:
Grant W. Dansie
3082 West 13400 South
Riverton, Utah 84065

QUIT-CLAIM DEED

Marcelino M. Archuleta and Claudia Archuleta, Grantors, of 3064 West 13400 South, Riverton, Utah 84065, hereby quit claim to Grant W. Dansie and Pauline P. Dansie, Grantees, as joint tenants, of 3082 West 13400 South, Riverton, Utah 84065, for good and valuable consideration, the following described real property located in Salt Lake County, State of Utah:

Beginning at a point in the center of 13400 South Street, said point being the Southeast corner of the Grant W. Dansie and Pauline G. Dansie property as described by Warranty Deed recorded on March 4, 1976, as Entry No. 2791548, in Book 4125, at page 247, of the Official Records, said point also being South 89°49'10" East 663.47 feet, more or less, from the Southwest Corner of the Southwest Quarter of the Southwest Quarter of Section 33, Township 3 South, Range 1 West, Salt Lake Base and Meridian; running thence North 89°49'10" West along 13400 South Street 110.2 feet; thence North 0°04'08" East 398.76 feet; thence South 89°49'10" East 110.2 feet, more or less, to a point located on the East boundary line of the West half of the Southwest of the Southwest of said Section 33; thence South 0°04'08" West 398.76 feet to the point of the beginning.

Tax serial no. 27-33-351-004.

DATED this ____ day of May, 2007.

Marcelino M. Archuleta

Claudia Archuleta

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

The foregoing instrument was acknowledged before me this ____ day of May, 2007, by
Marcelino M. Archuleta and Claudia Archuleta.

Notary Public
Residing in _____

My Commission Expires:

EXHIBIT "C"

1 NAME, NUMBER, OR MANNER CERTIFY THAT I AM AN AUTHORIZED LAND SURVEYOR AND DO HEREBY CERTIFY THAT THE NAME OF THE STATE OF UTAH, PARTNER CERTIFY THAT A SURVEY HAS BEEN MADE OF THE LAND SURVEYED. I FURTHER CERTIFY THAT I HAVE BEEN ASSOCIATED WITH THE COMMUNITY WITH THE SURVEYED LANDS AND HAVE BEEN ADVISED OF THE CONSEQUENCES OF A CONCERN ASSOCIATED WITH THE SURVEYED LANDS.

Record of Survey
Marcellino M. Archuleta & Claudia Hansen
Southwest Corner Section 33, Township 3 South, Range 1 West
Salt Lake Bases & Meridian, Salt Lake County, Utah

Served by: Mark Butler
Drafted by: Steven Pritchall
Date: May 2006

BUREAU ASSOCIATES
Professional Land Surveying
and Engineering
3590 Emigration
Salt Lake City, Ut 84108

Prepared For: Mercetina M Archutis & Claudio Hansen
At No.: 2006
Addressing: M Archutis, deng
Sheet: 1 of 1

A graphic scale with vertical tick marks and a horizontal scale bar labeled "1/16 INCH".

BK 10251 PG 584