

4TH DISTRICT COURT
PROVO DEPARTMENT

2004 NOV 10 P 1:48

KAY BRYSON (#473)

Utah County Attorney

DAVID H. SHAWCROFT (#4248)

Deputy Utah County Attorney

100 East Center Street, Suite 2400

Provo, Utah 84606

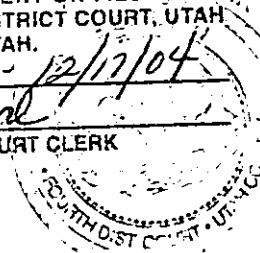
Telephone: (801) 370-8001

Facsimile: (801) 370 -8009

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

DATE: 12/17/04

Shureel
DEPUTY COURT CLERK



IN THE FOURTH JUDICIAL DISTRICT COURT OF
UTAH COUNTY, STATE OF UTAH

UTAH COUNTY,

Plaintiff,

vs.

KENNETH E. MILLETT and MARGARET E.
MILLETT,

Defendants.

SECOND AMENDMENT TO
STIPULATION

Civil No. 020404974
Division No. 8

FNT 143340 2004 pg 1 of 14
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2004 Dec 22 3:12 PM FEE 0.00 BY SN
RECORDED FOR UTAH COUNTY ATTORNEY

The Defendants, Kenneth E. Millett and Margaret E. Millett, by their signatures hereunder, hereby waive formal service of Summons and Complaint in the above entitled action, hereby waive any defect in service of the Summons and Complaint in the above entitled matter, hereby make a general appearance in the above entitled matter, and hereby consent to the jurisdiction of the Court over said defendants, and over the property owned by the Defendants, as described herein.

The Plaintiff and the Defendants herein hereby agree that the Stipulation entered into and signed by the Plaintiff on the 7th day of January, 2003, and by the Defendants on the 26th day of

December, 2002, and filed with the court herein, (herein referred to as the "Original Stipulation"), and which Original Stipulation was amended pursuant to an Amendment to Stipulation entered into and signed by the Plaintiff on the 27th day of January, 2004, and by the Defendants on the 16th day of January, 2004, and filed with the court herein, (herein referred to as the "First Amended Stipulation"), be and hereby is further amended in the following respects only:

Paragraph No. 1 has previously been amended to read as follows:

1. That the Defendants are the owners of record of a parcel of real property located in Utah County, State of Utah, consisting of tax parcel serial number 14:045:0005, which parcel of real property is more particularly described as follows:

COMMENCING SOUTH 440 FEET FROM THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 440 FEET; THENCE WEST 397.255 FEET; THENCE NORTH 24 DEGREES 45' WEST 484.505 FEET; THENCE EAST 600.098 FEET TO POINT OF BEGINNING. AREA = 5.04 ACRES.

and that the Defendants are also the owners of record of a parcel of real property located in Utah County, State of Utah, consisting of tax parcel serial number 14:045:0007, which parcel of real property is more particularly described as follows:

COMMENCING SOUTH 880 FEET FROM THE NORTHEAST CORNER OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, STATE OF UTAH; THENCE AS FOLLOWS:
SOUTH 440 FEET;
WEST 1320 FEET;

NORTH 440 FEET;
EAST 1320 FEET TO THE POINT OF BEGINNING;
LESS THE TERRITORY INCLUDED WITHIN THE CORPORATE
LIMITS OF PLEASANT GROVE CITY IN THE OFFICIAL MAP
THEREOF APPROVED BY THE CITY ON DECEMBER 30, 1939,
AND BY THE UTAH COUNTY COMMISSIONERS ON JULY 1,
1940, AND RECORDED WITH THE UTAH COUNTY
RECORDER ON JULY 3, 1940, UNDER MAP FILING NUMBER
152. NET AREA 4.97 ACRES.

SAID PARCEL IS ALSO DESCRIBED AS FOLLOWS:

COMMENCING SOUTH 880 FEET FROM THE NORTHEAST
CORNER OF THE NORTHEAST ONE-QUARTER OF THE
SOUTHEAST ONE-QUARTER OF SECTION 27, TOWNSHIP 5
SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN,
UTAH COUNTY, STATE OF UTAH; THENCE AS FOLLOWS:

SOUTH 440 FEET;
WEST 1320 FEET;
NORTH 81.585 FEET;
SOUTH 89 DEGREES 36 MINUTES EAST 1091.516 FEET;
NORTH 24 DEGREES 45 MINUTES WEST 403.059 FEET;
EAST 397.255 FEET TO THE POINT OF BEGINNING.
AREA 4.97 ACRES.

The above described parcels of real property are collectively referred to herein as
the "Subject Property."

Paragraph No. 19 is hereby further amended to read as follows:

19. That the Defendants agree to perform each of the following, and further agree that the Court enter a mandatory injunction, requiring and mandating that the Defendants (i) remove, prior to the 1st day of August, 2004, all remaining vehicles from the Subject Property (except for not more than six (6) vehicles, all of which must be continually maintained with a valid Utah

State Registration and in operable condition); (ii) remove, prior to the 1st day of October, 2005, all vehicle parts, debris, junk, inoperable equipment, equipment parts, unpermitted trailers, unpermitted structures, and mobile homes from the Subject Property; and (iii) take all additional action necessary to comply with all of the requirements of the Utah County Code and the Utah County Zoning Ordinance.

Paragraph No. 20 is hereby further amended to read as follows:

20. The Defendants agree and consent to the issuance by the above entitled Court of the Permanent Injunction and Mandatory Injunction requested by the Plaintiff, Utah County, and further agree and consent to the issuance by the Court of the Permanent Injunction and Mandatory Injunction in the form which is attached hereto as **Exhibit "A,"** and incorporated herein by this reference. The Defendants further waive service of a copy of the Permanent Injunction and Mandatory Injunction and hereby agree to be bound by all of the terms and provisions of the Permanent Injunction and Mandatory Injunction to be issued by the Court, in accordance with the attached Exhibit "A."

Paragraph No. 23 is hereby further amended to read as follows:

23. That in accordance with Section 7-29 of the Utah County Zoning Ordinance, the Plaintiff be awarded judgment against the Defendants, jointly and severally, in the amount of \$1,000 per day, for each day from and after the 1st day of October, 2005, that the Defendants, or either of them, are in violation of any provision of this Stipulation, or in violation of any

provision of the Permanent Injunction and Mandatory Injunction, plus attorney's fees and costs.

This Second Amendment to Stipulation and the Permanent Injunction and Mandatory Injunction, Exhibit "A," shall be recorded in the records of the Utah County Recorder. Except as specifically amended herein, the terms and provisions of the Original Stipulation, as amended by the First Amended Stipulation, shall remain in full force and effect, and are hereby ratified and reaffirmed by the parties.

DATED this 9th day of November, 2004.


DAVID H. SHAWCROFT
Deputy Utah County Attorney

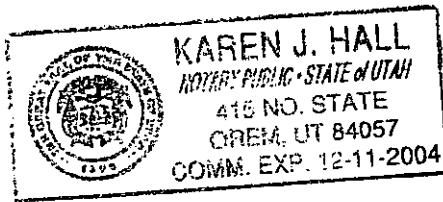
DATED this _____ day of _____, 2004.

Kenneth E. Millett
KENNETH E. MILLETT

ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On the 27 day of October, 2004, personally appeared before me KENNETH E. MILLETT, who duly acknowledged to me that he executed the foregoing Stipulation.



Karen J. Hall
NOTARY PUBLIC

DATED this _____ day of _____, 2004

Margaret E. Millett
MARGARET E. MILLETT

ACKNOWLEDGMENT

STATE OF UTAH)
)
) SS.
COUNTY OF UTAH)

On the 27th day of October, 2004, personally appeared before me
MARGARET E. MILLETT, who duly acknowledged to me that she executed the foregoing
Stipulation.

Karen J. Hall
NOTARY PUBLIC

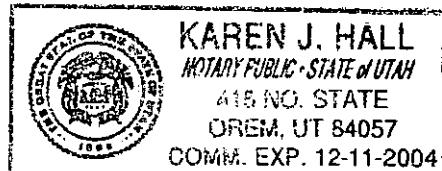


Exhibit "A"

ENT 143340:2004 PG 7 of 11

KAY BRYSON (#473)
Utah County Attorney
DAVID H. SHAWCROFT (#4248)
Deputy Utah County Attorney
100 East Center Street, Suite 2400
Provo, Utah 84606
Telephone: (801) 370-8001
Facsimile: (801) 370 -8009

IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY, STATE OF UTAH

UTAH COUNTY,	:	PERMANENT INJUNCTION
Plaintiff,	:	AND
	:	MANDATORY INJUNCTION
vs.	:	
KENNETH E. MILLETT and MARGARET	:	Civil No. 020404974
E. MILLETT,	:	Division No. 8
Defendants.	:	

Based upon the Stipulation of the parties to the entry by the Court of a permanent injunction and mandatory injunction, and the Court having reviewed the Verified Complaint filed herein, the Stipulation filed herein, the Amendment to Stipulation filed herein, the Second Amendment to Stipulation filed herein,(collectively referred to herein as the "Stipulation"), and it appearing to the Court that irreparable harm will result to the Plaintiff herein if this permanent injunction and mandatory injunction is not issued.

NOW THEREFORE, it is hereby ordered, adjudged, and decreed as follows:

1. The Defendants, Kenneth E. Millet and Margaret E. Millett, their agents, servants, employees, lessees, and attorneys, successors in interest relative to ownership of the land and all persons in active concert or participation with the Defendants, who receive notice of the Order, are hereby permanently enjoined and restrained from using, or allowing to be used, the Subject Property (i) for the maintenance of an outdoor storage yard; (ii) for the placement of more than one (1) dwelling unit; (iii) for the placement of structures for which a valid building permit has not been issued; (iv) for the placement or storage of any vehicles, except for not more than six (6) vehicles, all of which must be continually maintained with a valid Utah State Registration and in operable condition; and (v) for the placement or storage of vehicle parts, debris, junk, inoperable equipment, equipment parts, unpermitted trailers, unpermitted structures, or mobile homes.
2. The Court hereby enters a mandatory injunction requiring and ordering the Defendants, Kenneth E. Millett and Margaret E. Millett, to (i) remove, prior to the 1st day of August, 2004, all remaining vehicles from the Subject Property (except for not more than six (6) vehicles, all of which must be continually maintained with a valid Utah State Registration and in operable condition); (ii) remove, prior to the 1st day of October, 2005, all vehicle parts, debris, junk, inoperable equipment, equipment parts, unpermitted trailers, unpermitted structures, and mobile homes from the Subject Property; and (iii) take all additional action necessary to comply with all of the requirements of the Utah County Code and the Utah County Zoning Ordinance.

3. The Subject Property is located in Utah County, State of Utah, tax parcel serial number 14:045:0005, and tax parcel serial number 14:045:0007, which parcels of real property are more particularly described as follows:

Parcel One:

COMMENCING SOUTH 440 FEET FROM THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 440 FEET; THENCE WEST 397.255 FEET; THENCE NORTH 24 DEGREES 45' WEST 484.505 FEET; THENCE EAST 600.098 FEET TO POINT OF BEGINNING. AREA = 5.04 ACRES.

Parcel Two:

COMMENCING SOUTH 880 FEET FROM THE NORTHEAST CORNER OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, STATE OF UTAH; THENCE AS FOLLOWS:

SOUTH 440 FEET;
WEST 1320 FEET;
NORTH 440 FEET;
EAST 1320 FEET TO THE POINT OF BEGINNING;

LESS THE TERRITORY INCLUDED WITHIN THE CORPORATE LIMITS OF PLEASANT GROVE CITY IN THE OFFICIAL MAP THEREOF APPROVED BY THE CITY ON DECEMBER 30, 1939, AND BY THE UTAH COUNTY COMMISSIONERS ON JULY 1, 1940, AND RECORDED WITH THE UTAH COUNTY RECORDER ON JULY 3, 1940, UNDER MAP FILING NUMBER 152. NET AREA 4.97 ACRES.

SAID PARCEL IS ALSO DESCRIBED AS FOLLOWS:

COMMENCING SOUTH 880 FEET FROM THE NORTHEAST CORNER OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, STATE OF UTAH; THENCE AS FOLLOWS:

SOUTH 440 FEET;
WEST 1320 FEET;
NORTH 81.585 FEET;
SOUTH 89 DEGREES 36 MINUTES EAST 1091.516 FEET;
NORTH 24 DEGREES 45 MINUTES WEST 403.059 FEET;
EAST 397.255 FEET TO THE POINT OF BEGINNING.
AREA 4.97 ACRES.

The above described parcels of real property are collectively referred to herein as the "Subject Property."

4. In accordance with Section 7-29 of the Utah County Zoning Ordinance, the Plaintiff is awarded judgment against the Defendants, Kenneth E. Millett and Margaret E. Millett, jointly and severally, in the amount of \$1,000 per day, for each day from and after the 1st day of October, 2005, that the Defendants, or either of them, are in violation of any provision of the Stipulation, or in violation of any provision of this Permanent Injunction and Mandatory Injunction, plus attorney's fees and costs.
5. All of the terms and provisions of the Stipulation are hereby approved by the Court.
6. For inspection to affirm compliance with the terms and provisions of the Stipulation and with this Permanent Injunction and Mandatory Injunction, Defendants shall provide to the County reasonable access (within 24 hours of written request) to the Subject Property, and any building located on the Subject Property, to observe that there is compliance.
7. This Permanent Injunction and Mandatory Injunction and the Stipulation, shall be recorded in the office of the Recorder of Utah County.
8. The Plaintiff shall be awarded judgment against the Defendants, jointly and severally, for all court costs and a reasonable attorney's fee for any action taken by the Plaintiff after

the date of this Permanent Injunction and Mandatory Injunction, to enforce or construe the terms and provisions of this Permanent Injunction and Mandatory Injunction, or of the Stipulation.

9. This Permanent Injunction and Mandatory Injunction replaces the Permanent Injunction and Mandatory Injunction issued by the Court on the 10th day of January, 2003, replaces the Permanent Injunction and Mandatory Injunction issued by the Court on the 9th day of February, 2004, and shall be effective as of the date it is issued by the Court.

DATED this _____ day of _____, 2004, at the hour of _____ a.m./p.m.

BY THE COURT

District Court Judge

APPROVED AS TO FORM AND CONTENT:

Kenneth E. Millett

KENNETH E. MILLETT
Defendant

Margaret E. Millett

MARGARET E. MILLETT
Defendant

L:\DAVID\ZONING\Millett\Millett.inj3-2nd Amendment.wpd