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JUN 22 1962

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Recorded at 2:42 P.M.
Request of Paul E. Reimann, Atty
Fee Paid. Nellie M. Jack,
Recorder, Salt Lake County, Utah
\$ 13.30 By Deputy
Ref.

720 Newhouse Bldg., S.L.C.

IN THE DISTRICT COURT OF SALT LAKE COUNTY, STATE OF UTAH

KENNETH R. MILLARD and
FRANKLIN S. STUCKI,

Plaintiffs,

Civil No. 108,070

v.

MOUNTAIR PRIVATE ROAD COMPANY,
a corporation,

Defendant,

PAUL E. REIMANN and MAYBETH
FARR REIMANN, his wife,
MAYNARD R. HAUSEL, CLARA C.
McMASTER, DON C. PETERSON,
and GLENNA S. PETERSON, his
wife, ROBERT L. BREITLING,
and FRANK P. PETERSEN,

Plaintiffs,

Civil No. 120,303

J U D G M E N T

A N D

D E C R E E

v.

GRANT MORGAN, MARTHA G.
STEWART, WILLARD B. RICHARDS,
JR., MATTHEW F. NOALL, IRVIN
S. NOALL, MOUNTAIR PRIVATE
ROAD COMPANY, a corporation,
et al.,

Defendants.

The above entitled civil cases No. 108,070 and No. 120,303 were consolidated for trial by order of the Court. After extensive conferences and negotiations for settlement of the litigation conducted by and between the attorneys for the plaintiffs and the attorneys for the defendants, a document entitled "STIPULATION FOR SETTLEMENT OF THE LITIGATION, AND FOR WAIVER OF FINDINGS OF FACT, CONCLUSIONS OF LAW, AND FOR JUDGMENT AND DECREE", dated the 1st day of November, 1961, was voluntarily executed in triplicate in good faith by all of the above named plaintiffs and by all of the above named defendants with the approval and consent of all the attorneys of record for the respective plaintiffs and defendants. Pursuant to said Stipulation for Settlement and said Waiver of Findings of Fact and Conclusions of Law;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

* * * * *

3. In 1908 Mountair Private Road Company obtained a deed to a roadway which by metes and bounds description extended from the public highway in Parley's Canyon up Mountair Canyon to the easterly side of Contrary Girl Rock, thence to the southerly side of Lot 7 and northerly side of Lot 20 of Merrywood, an unrecorded plat, thence along the easterly side of Lot 20 of Merrywood and winding around to its terminus at a point which is the southwesterly corner of Lot 32 of Merrywood.

4. By reason of sharp curves, turns, and steep grades, it became impracticable for the Road Company to maintain or repair that section of said deeded road extending southerly and southeasterly from a point commonly referred to as the "End of the Pavement", which point is about 50 feet South 32° East from the most southerly point of Lot 5 of Merrywood, an unrecorded plat in Section 22, which point designated as "End of Pavement" is marked on the plat of a portion of Section 22, which plat is attached to said "Stipulation for Settlement" as Exhibit "A". Sometime prior to 1946 the Road Company altogether discontinued repairing or maintaining that section of the deeded road extending southerly and southeasterly from said point designated on said Exhibit "A" as "End of Pavement"; and substantial portions of said road beyond the "End of Pavement" became impassable and became overgrown with brush, trees and other vegetation.

* * * * *

7. Mountair Private Road Company hereby disclaims any right, title, interest, or estate in or jurisdiction over any land or roads or rights-of-way easterly, southeasterly, southerly, southwesterly and westerly from said point designated on Exhibit "A" as "End of Pavement"; and said point designated as "End of Pavement" shall constitute the upper terminus of the Mountair Road. The Road Company shall have no liability nor any responsibility for repair or maintenance of the Mountair Road beyond said point designated as "End of Pavement." No landowner, stockholder nor owner of any road certificate in the Road Company shall be allowed any credit against any assessment lawfully levied by the Road Company on any stock or road certificates or permits for any work or for any expenditures

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for repair or maintenance or for construction or improvement of any road, spur or driveway easterly, southeasterly, southerly, southwesterly, or westerly from said point designated as "End of Pavement" on Exhibit "A". Neither the plaintiffs nor any persons in privity with them nor any landowners shall be entitled to have any Road Company funds in any amount whatsoever applied for the repair, construction or maintenance of any road except the Mountair Road from Parley's Canyon highway to its present terminus at the "End of Pavement" in Section 22 and any side road northerly from said terminus of the Mountair Road which becomes a part of the Mountair Road system.

8. For the purpose of electing directors after date hereof, Mountair Canyon drainage area shall be divided into two districts: (a) The Mountair Area shall consist of all privately owned lands in Sections 15, 16, 17, and the following portions of lands in Section 22, Township 1 South, Range 2 East, Salt Lake Meridian: Land in the northwesterly portion of Section 22 deeded to Lynn S. Richards; and the following portions of Section 22 colored orange on Exhibit "A":--- Lots 1 to 7, 9 to 13, 20, 32 and 34 of Merrywood, an unrecorded plat, the land between the northerly side of Merrywood and the north line of Section 22, land deeded to Henry W. Behrens and wife, land deeded to Raymond W. Van Duren and wife, and tracts of land deeded to Ralph C. Pendleton and wife in 1949 as adjusted by correction deed. (b) The Panorama Area shall consist of all privately owned lands in Sections 21, 22 and 23 within the Mountair Canyon drainage area except those lands in Section 22 which are in the Mountair Area as hereinabove described. As long as the stockholders of Mountair Private Road Company owning land in the Panorama Area own less than 40% of the outstanding capital stock of the Road Company they shall be entitled to nominate and elect one (1) member of the board of directors of the Road Company. In the event they shall own more than 40% of the outstanding capital stock of the Road Company they shall be entitled to nominate and elect two (2) members of the board of five directors, and no more. The other members of the board of five (5) directors, being not less than three nor more than four of the five members of the board,

shall be nominated and elected by the stockholders owning properties in the Mountair Area. If a vacancy occurs on the board of directors the vacancy shall be filled for the unexpired term from the area represented on the board by such person whose office became vacant.

9. Each landowner in either the Mountair Area or in the Panorama Area shall be required to own either a share of stock or a Road Certificate issued by the Mountair Private Road Company to be entitled to use the Mountair Road for himself or herself, family, guests and employees or contractors. A total of 45 shares of stock shall be allocated to the Panorama Area including the shares of stock heretofore acquired by Gordon Burt Affleck, Garden Valley Foundation, Inc. and Paul E. Reimann. The balance of the unissued treasury stock shall be allocated to the Mountair Area. In the event the shares of stock allocated to the Panorama Area are exhausted by purchase by property owners in said Panorama Area, the Road Company shall issue road certificates instead of stock. In the event the shares of stock allocated to the Mountair Area are exhausted by purchase by property owners in the Mountair Area, the Road Company shall issue road certificates instead of stock. In the event of transfers, holders of stock certificates validly issued shall be entitled to receive stock certificates, and holders of road certificates validly issued shall be entitled to receive road certificates, upon payment of the transfer fee specified in paragraph 10 hereof. Road certificates shall be issued for the same consideration as stock certificates and upon the same terms, and shall be subject to the same levies of assessments as stock certificates. Road certificates shall entitle the owners to the same rights and privileges as stock certificates except voting rights. Road certificates shall carry no voting rights whatsoever, and shall constitute permits for the use of the road. Voting rights at annual and special meetings of stockholders shall be limited entirely to holders of stock in the Road Company.

* * * * *

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12. Each new purchaser of land and each new grantee of land except those persons specifically named in paragraphs 13 and 14 hereof, who does not present for transfer a valid subsisting certificate of stock or a road certificate, shall pay a special assessment of Seventy Dollars (\$70.00) in addition to the sum of Twenty-Five Dollars (\$25.00) plus Five Dollars (\$5.00) required by the provisions of Article XV of the Articles of Incorporation, which special assessment of Seventy Dollars (\$70.00) shall be paid at the time of purchase of a share of stock or a road certificate, or a total sum of One Hundred Dollars (\$100.00). Said special assessment of \$70.00 shall be deposited in a special fund which fund shall not be used for repairs of the road, nor any purpose except widening and permanent improvements to the Mountair Road.

* * * * *

16. A new purchaser of land or a person acquiring title to land or a lease of land in the Mountair Canyon drainage area, except the persons specifically named in paragraphs 13 and 14 hereof, shall not be entitled to use the Mountair Road until he or she shall pay the sum of One Hundred Dollars (\$100.00) to cover the par value of \$25.00 for a share of road stock or road certificate plus the initial assessment of \$5.00 as specified in Article XV of the Articles of Incorporation plus the special assessment of \$70.00 levied against each new purchaser as provided in paragraph 12 hereof. It shall be the policy of the Road Company to require even a purchaser of land under a condition^A sale contract to obtain a share of stock or a road certificate and pay the total sum of \$100.00 as aforesaid if he desires to commence to use the Mountair Road. When said sum of \$100.00 is paid as provided in paragraph 12 hereof such person shall thereupon become entitled to a share of stock or a road certificate and to the use of the Mountair Road for himself or herself and family and guests. Delay in issuance of a certificate to a person who has paid the sum of \$100.00 shall not prevent such person from using the Mountair Road. The Road Company may require evidence of deed or purchase or lease of a tract of land to entitle an applicant to a stock certificate or a road certificate (or a permit in case of a lease only).

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17. The "Certificate of Amendments to the Articles of Incorporation of the Mountair Private Road Company" dated March 21, 1956, filed in the office of County Clerk of Salt Lake County, Utah, on March 23, 1956, and in the office of Secretary of State on April 3, 1956, and each and every one of said amendments, in consequence of the Stipulation for Settlement of the Litigation . . . and for Judgment and Decree, is adjudged to be null, void and cancelled. Article XV of the Articles of Incorporation is declared to be not subject to amendment except with the written consent of all persons who are successors in title and interest to all of the persons named as grantors in that deed to the Mountair Private Road Company dated October 16, 1908. The provision herein made for the levy of a special assessment on each new purchaser of stock in the amount of Seventy Dollars (\$70.00) to be paid at the time of purchase of a share of stock or road certificate shall not be deemed a violation of the provisions of said Article XV, and said assessment shall be made only for use in permanent improvement of the Mountair Road in accordance with paragraph 12 hereof. Said sum of \$70.00 for such special assessment shall not be changed without the written consent of all of the parties signing said Stipulation or their successors in interest.

* * * * *

Dated this 8th day of December, 1961.

BY THE COURT:

/s/ MERRILL C. FAUX

 DISTRICT JUDGE

Attest: Alvin Keddington, Clerk
 By Boyd L. Gardiner, Deputy Clerk
 (Seal)

Filed DEC 8 1961

STATE OF UTAH }
COUNTY OF SALT LAKE } ss.

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I, Alvin Keddington, 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 JUDGMENT AND DECREE

All of Paragraphs numbered 3, 4, 7, 8, 9, 12, 16 and 17

Kenneth R. Millard and Franklin
S. Stucki
vs.

No. 108,070

Mountair Private Road Co., a corp.,

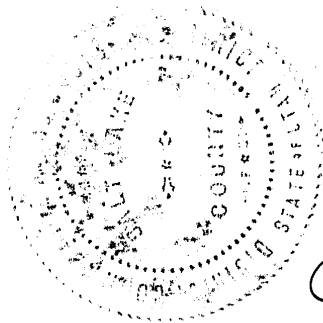
Paul E. Reimann, et ux, et al

vs.

No. 120,303

Grant Morgan, et al

as appears of record in my office.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 22nd day of

June, A.D. 1962

ALVIN KEDDINGTON

Clerk

by *Jacob W. [Signature]* Deputy Clerk