

SETTLEMENT AND

BOUNDARY LINE AGREEMENT

ENT 35375 BK 3492 PG 209
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1995 JUN 5 3:35 PM FEE 32.00 BY HB
RECORDED FOR JEFFS & JEFFS

This Settlement and Boundary Line Agreement is made and entered into this ____ day of October, 1994, by and between Patti H. Crannell, also known as Patti H. Crawford, Douglas A. McConochie, individually, and as Trustee of the Silver Bear Irrevocable Trust, C. Steven Hatch, Marjorie D. Hatch and Provo City Corporation.

RECITALS:

A. The parties are the owners and are in possession of adjoining parcels of real property located in Utah County, State of Utah which parcels are contiguous to fences and other structures which have divided and separated the properties of the parties.

B. A dispute has arisen between the parties because of discrepancies between the real property possessed by the parties and their record titles.

C. The parties hereto each desire to terminate the dispute in its entirety and to enter into this Settlement and Boundary Line Agreement to dispose of, settle, compromise and terminate such dispute and establish the boundary line between their respective properties.

NOW THEREFORE, in consideration of the mutual promises, covenants, agreements, releases and conveyances set forth below, the parties hereto agree as follows:

1. Patti H. Crannell, Douglas A. McConochie, individually and as Trustee of the Silver Bear Irrevocable Trust, C. Steven Hatch and Marjorie D. Hatch agree that the boundary line between the McConochie Property as hereinafter defined and the Hatch Property as hereinafter defined shall be defined as that line connecting the following points:

- (a) Three (3) feet South of the metal stake located in the fence line between the Provo City Property and the Hatch and McConochie Properties;
- (b) Five (5) feet South of the Southwest corner of the pool house;
- (c) Five (5) feet South of the sprinkler control box which is located West of the elm tree near the Southwest corner of the house;
- (d) Two (2) feet North of the apricot tree;
- (e) The stake located on the Southwest side of the fire hydrant;
- (f) The point located ten (10) feet North of the point described in paragraph (e) above;
- (g) The center of the bridge over the canal (determined on the West side of said bridge); and

- (h) The extension of the foregoing line to the intersection with the right of way for the Canyon Road.

The above described boundary line is more particularly described on the attached Exhibit A.

2. The parties agree that the Western boundary line of the property of Provo City Corporation and the Eastern boundary line of the McConochie Property and of the Hatch Property as such properties are hereinafter defined shall be the chain link fence which currently separates and divides said properties. Such fence line shall utilized in determining the legal descriptions of the McConochie and Hatch Properties as hereinafter defined.

3. C. Steven Hatch, Marjorie D. Hatch, Patti H. Crannell and Provo City Corporation hereby recognize and agree that Douglas A. McConochie, Trustee of the Silver Bear Irrevocable Trust is the legal owner of the following described real property (hereinafter said parcel may be referred to as the McConochie Property). The McConochie Property is subject to the hereinafter described easement. C. Steven Hatch, Marjorie D. Hatch, Patti H. Crannell and Provo City Corporation hereby remise, release and quit claim to Douglas A. McConochie, Trustee of the Silver Bear Irrevocable Trust any and all interest which they may have in and to the McConochie property, except that C. Steven Hatch and Marjorie D. Hatch do not remise, release or quit claim their interest in the hereinafter described easement nor does Provo City Corporation remise, release or quit claim any public utility easements it may have in the McConochie Property. The McConochie property is located in Utah County, State of Utah and is more particularly described on Exhibit "B" attached hereto.

4. Patti H. Crannell, Douglas A. McConochie, individually and as Trustee of the Silver Bear Irrevocable Trust, and Provo City Corporation hereby recognize and agree that C. Steven Hatch and Marjorie D. Hatch are the legal owners of the following described real property (hereinafter said parcel may be referred to as the Hatch property). The Hatch property is subject to the hereinafter described easement. Patti H. Crannell, Douglas A. McConochie, individually and as Trustee of the Silver Bear Irrevocable Trust, and Provo City Corporation hereby remise, release and quit claim to C. Steven Hatch and Marjorie D. Hatch any and all interest which they may have in and to the Hatch property, except that Douglas A. McConochie, Trustee of the Silver Bear Irrevocable Trust does not remise, release, or quit claim his interest in the hereinafter described easement nor does Provo City Corporation remise, release or quit claim any public utility easements it may have in the Hatch Property. The Hatch property is located in Utah County, State of Utah and is more particularly described on Exhibit "C" attached hereto.

5. C. Steven Hatch and Marjorie D. Hatch hereby reserve for themselves and Douglas A. McConochie, Trustee of the Silver Bear Irrevocable Trust grants to C. Steven Hatch and Marjorie D. Hatch an easement for the use and benefit of the Hatch property across that portion, if any, of the McConochie property where the existing road and access to the Hatch property is located.

6. Douglas A. McConochie, Trustee of the Silver Bear Irrevocable Trust hereby reserves to himself and C. Steve Hatch and Marjorie D. Hatch grant to Douglas A. McConochie, Trustee of the Silver Bear Irrevocable Trust an easement for the use and benefit of the McConochie property across that portion, if any, of the Hatch property where the existing road and access to the McConochie property is located.

7. The foregoing easements shall be perpetual, shall be appurtenant to and run with the respective properties described above, and shall be for use in accordance with the current residential usage of properties.

8. Provo City Corporation hereby reserves to itself for its use and benefit any existing public utility easement it may have in either the Hatch Property or the McConochie Property.

9. C. Steven Hatch and Marjorie D. Hatch, and their successors and assigns, and Douglas A. McConochie, Trustee of the Silver Bear Irrevocable Trust, and his successors and assigns shall, at their joint expense, keep and maintain the bridge and the jointly used portion of the access to the Hatch and McConochie properties in good condition and repair.

10. Each party agrees to execute and to cause to be executed, at no expense, such additional quit claim deeds, conveyances, releases and other documents as any other party hereto shall reasonably require in order to confirm the establishment of the boundary between the Hatch and McConochie Properties or to release any recorded interest which such party may have in the property of the other.

11. The parties hereto agree that the action denominated as Patti H. Crannell v. C. Steven Hatch, Marjorie D. Hatch and Provo City Corporation, filed in the Fourth Judicial District Court of Utah County, State of Utah, Civil No. 910400767 may be dismissed with prejudice. Each party thereto shall bear their own costs and attorneys fees.

12. Each party on behalf of itself, its heirs, successors and assigns hereby releases and forever discharges the other parties and their heirs, successors and assigns from any and all claims, liens, losses, demands, actions, causes of action, rights, damages, costs, expenses, contracts, covenants, obligations, debts, and liabilities relating to any matters of any kind, presently known or unknown, resulting from or arising out of the boundary dispute between the parties the details of which are more fully set forth in the case of Patti H. Crannell v. C. Steven Hatch, Marjorie D. Hatch and Provo City Corporation, filed in the Fourth Judicial District Court of Utah County, State of Utah Civil No. 910400767, other than the rights obligations and liabilities set forth herein.

13. This Agreement and the mutual release of claims set forth herein is not intended to be and shall not be deemed, construed or treated in any respect as an admission of liability by any person or entity for any purpose.

14. Except as set forth in the stipulation for settlement of the above entitled case, this Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. No party has made any promise or offer of any further payment or consideration or agreement or promise to do any act or thing not set forth herein or in such stipulation.

15. No modification or amendment to this Agreement shall be of any force or effect unless in writing and executed by all parties to this Agreement.

16. This Agreement may be executed and delivered in any number of counterparts each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

17. This Agreement shall be binding upon the heirs, successors and assigns of the parties.

18. This Agreement shall be governed by and construed according to the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

Patti H. Crannell also known as Patti H. Crawford

Douglas A. McConochie, individually and as Trustee of the Silver Bear Irrevocable Trust

C. Steven Hatch
C. Steven Hatch

Marjorie D. Hatch
Marjorie D. Hatch

Margery D. Hatch

14. Except as set forth in the stipulation for settlement of the above entitled case, this Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. No party has made any promise or offer of any further payment or consideration or agreement or promise to do any act or thing not set forth herein or in such stipulation.

15. No modification or amendment to this Agreement shall be of any force or effect unless in writing and executed by all parties to this Agreement.

16. This Agreement may be executed and delivered in any number of counterparts each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

17. This Agreement shall be binding upon the heirs, successors and assigns of the parties.

18. This Agreement shall be governed by and construed according to the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

Patti H. Crawford

Patti H. Crannell also known as Patti H. Crawford Florida Drivers License

Douglas A. McConochie

Douglas A. McConochie, individually and as Trustee of the Silver Bear Irrevocable Trust

C. Steven Hatch

Marjorie D. Hatch

PROVO CITY CORPORATION

By: _____
 Title: _____

STATE OF Florida)
) ss:
 COUNTY OF Osceola)

On the 10th day of November, 1994, personally appeared before me Patti H. Crannell, also known as Patti H. Crawford, the signer of the foregoing document, who acknowledged to me that she executed the same.

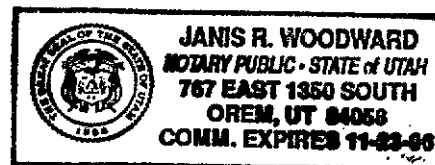
Robert A. Smith
 Notary Public

cc090356
 Notary Public, State of Florida
 My Commission Expires April 7, 1995
 Bonded Thru Troy Fain - Insurance Inc.

STATE OF UTAH)
) ss:
 COUNTY OF UTAH)

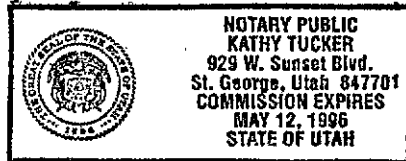
On the 22 day of November, 1994, personally appeared before me Douglas A. McConochie, individually and as Trustee of the Silver Bear Irrevocable Trust, the signer of the foregoing document, who acknowledged to me that he executed the same.

Janis R. Woodward
 Notary Public



STATE OF UTAH)
) ss:
COUNTY OF UTAH)

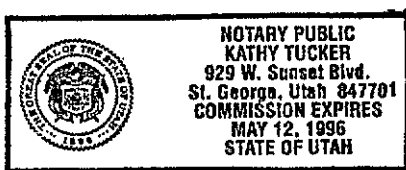
On the 22nd day of October, 1994, personally appeared before me **C. Steven Hatch**, the signer of the foregoing document, who acknowledged to me that he executed the same.



Kathy Tucker
Notary Public

STATE OF UTAH)
) ss:
COUNTY OF UTAH)

On the 22nd day of October, 1994, personally appeared before me **Marjorie D. Hatch**, the signer of the foregoing document, who acknowledged to me that she executed the same.



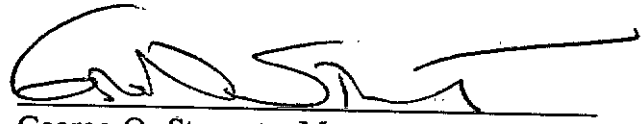
Kathy Tucker
Notary Public

STATE OF UTAH)
) ss:
COUNTY OF UTAH)

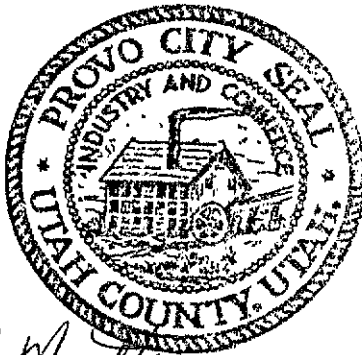
On the ____ day of October, 1994, personally appeared before me _____, the _____ for Provo City Corporation, signer of the foregoing document, who acknowledged to me that _____ executed the same.

Notary Public


PROVO CITY CORPORATION:



George O. Stewart, Mayor



ATTEST:


Title: deputy City Recorder

STATE OF UTAH)
)ss.
COUNTY OF UTAH)

On this 30th day of December, 1994, personally appeared before me George O. Stewart and Gwen C. Monette, whose identities are personally known to or proved to me on the basis of satisfactory evidence, and being duly sworn (or affirmed), did say that George O. Stewart is the Mayor and Gwen C. Monette is the deputy City Recorder of Provo City Corporation, and that said document was signed by them in behalf of said corporation by authority thereof and they acknowledged to me that said corporation executed the same.



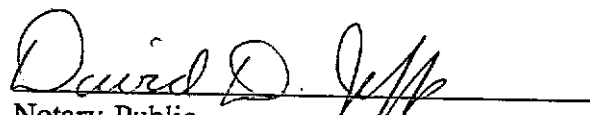

Notary Public
Residing at: Orem, Utah

EXHIBIT "A"

Commencing at a point, marked by an iron pin, in the Easterly right-of-way line of Canyon Road, Provo, Utah, said point being located South 581.94 feet and East 258.12 feet from the West one-quarter corner of Section 30, Township 6 South, Range 3 East, Salt Lake Base and Meridian; thence (through a point marked by an iron pin located on the Westerly side mid-point of an existing bridge) North $81^{\circ}59'18''$ East 327.92 feet to an iron pin, located on a hillside; thence South $0^{\circ}46'03''$ East 10.00 feet to an iron pin located south of an existing fire hydrant; thence North $88^{\circ}54'49''$ East 86.94 feet to an iron pin located 2.00 feet North of an existing apricot tree; thence South $88^{\circ}06'26''$ East 45.86 feet to an iron pin located 5.00 feet South of an existing sprinkler control box; thence South $89^{\circ}31'45''$ East 125.27 feet to an iron pin located 5.00 feet South of the Southwest corner of an existing pool house; thence North $87^{\circ}31'29''$ East 67.78 feet to an iron pin located adjacent to an existing chain link fence and located North 544.20 feet and East 908.72 feet from the West one-quarter corner of Section 30.

EXHIBIT "B"

Commencing at a point, marked by an iron pin, located South 581.94 feet and East 258.12 feet from the West one-quarter corner of Section 30, Township 6 South, Range 3 East, Salt Lake Base and Meridian; thence (through a point marked by an iron pin located on the Westerly side mid-point of an existing bridge) North 81°59'18" East 327.92 feet to an iron pin, located on a hillside; thence South 0°46'03" East 10.00 feet to an iron pin adjacent to an existing fire hydrant; thence North 88°54'49" East 86.94 feet to an iron pin located 2.00 feet North of an existing apricot tree; thence South 88°06'26" East 45.86 feet to an iron pin located 5.00 feet South of an existing sprinkler control box; thence South 89°31'45" East 125.27 feet to an iron pin located 5.00 feet South of the Southwest corner of an existing pool house; thence North 87°31'29" East 67.78 feet to an iron pin located North 544.20 feet and East 908.72 feet from the West one-quarter corner of Section 30; thence South 01°34'00" East along a fence line 327.84 feet; thence South 89°54'33" West 655.67 feet; thence North 0°46'03" West along Canyon Road 291.05 feet to the point of beginning.

AREA = 4.80 ACRES

EXHIBIT "C"

For purposes of that Settlement and Boundary Line Agreement between Patti H. Crannell, also known as Patti H. Crawford, Douglas A. McConochie, individually, and as Trustee of the Silver Bear Irrevocable Trust, C. Steven Hatch, Marjorie D. Hatch and Provo City Corporation, the Hatch parcel is that Hatch property located North of the McConochie parcel described in Exhibit "B" and lying North and West of the following described line:

Commencing at a point, marked by an iron pin, in the Easterly right-of-way line of Canyon Road, Provo, Utah, said point being located South 581.94 feet and East 258.12 feet from the West one-quarter corner of Section 30, Township 6 South, Range 3 East, Salt Lake Base and Meridian; thence (through a point marked by an iron pin located on the Westerly side mid-point of an existing bridge) North $81^{\circ}59'18''$ East 327.92 feet to an iron pin, located on a hillside; thence South $0^{\circ}46'03''$ East 10.00 feet to an iron pin located South of an existing fire hydrant; thence North $88^{\circ}54'49''$ East 86.94 feet to an iron pin located 2.00 feet North of an existing apricot tree; thence South $88^{\circ}06'26''$ East 45.86 feet to an iron pin located 5.00 feet South of an existing sprinkler control box; thence South $89^{\circ}31'45''$ East 125.27 feet to an iron pin located 5.00 feet South of the Southwest corner of an existing pool house; thence North $87^{\circ}31'29''$ East 67.78 feet to an iron pin located adjacent to an existing chain link fence and located North 544.20 feet and East 908.72 feet from the West one-quarter corner of Section 30; thence North $01^{\circ}34'00''$ West along an existing chain link fence 179.02 feet, to a metal post located in the northwest corner of the Provo City Sertoma Park; thence North $89^{\circ}46'03''$ East 299.13 feet, along an existing chain link fence.