

5653246

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Salt Lake City, Utah 84147-0008
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Attorneys for Plaintiffs

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10 NOVEMBER 93 10:34 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
AND BY SHARON WEST, DEPUTY

Sharon West

Reg of: Metro Deputy National Title

IN THE THIRD JUDICIAL DISTRICT COURT FOR SALT LAKE COUNTY

STATE OF UTAH

ROBERT V. DESPAIN, et al.,)	
)	SETTLEMENT AGREEMENT
Plaintiffs,)	
)	
vs.)	
)	Case No. 90-0905493-PD
JEFFREY C. SCHMIDT, et al.,)	
)	Judge Pat B. Brian
Defendants.)	

The parties hereto, and each of them jointly and separately, hereby stipulate to settle and resolve any and all disputes, matters and claims, known or unknown, concerning or relating directly or indirectly to the claims and causes of actions which have or which could have been raised in this suit or in any suit prior to the date hereof, on the following terms:

1. Upon the execution of this Settlement Agreement by all parties, the court may enter its order dismissing this action, including all claims and counterclaims, with prejudice, each party to bear his, her or its own costs and attorney's fees; provided, however, that the case will remain pending and the court will maintain continuing jurisdiction over this matter to the extent necessary to enforce this Settlement Agreement with respect to the orders contemplated by paragraph 8 below.

EK6798PG1948

2. The properties that have been the subject of this lawsuit are located in Salt Lake County and are shown in Exhibit "A" attached hereto and incorporated herein by reference. The parties have marked on Exhibit "A" the approximate locations of the following roads:

Upper Paved Loop Road: *****

Lower Paved Loop Road: #####

Dirt Road: %%%%%%%%%%

The parties acknowledge that these markings are for representative purposes only, and that they do not represent the detailed metes and bounds descriptions or locations of these roads. The parties' designations of these markings are solely for convenient reference in this Settlement Agreement.

The parties have also designated on Exhibit "A" the location of the real properties reputed to be owned by Lora Jean Smith and by Robert Miller. Neither the Smith property nor the Miller property is owned by any party to this lawsuit.

The parties have also designated on Exhibit "A" and included therein the metes and bounds descriptions of the Despain property, which property is owned by plaintiffs, the Schmidt property, which is owned by the defendants Jeffrey C. Schmidt and Victoria Schmidt, and the Bangertor property, which is owned by the defendant Lee R. Bangertor Family Trust.

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3. Concurrently with execution of this agreement, the defendants shall pay to the plaintiffs the sum of \$2,800.00.

4. Concurrently upon the execution of this Settlement Agreement by all parties, the plaintiffs shall convey an easement to the defendants by signing, acknowledging and delivering to the defendants a Grant of Easement ("Grant") in the form of Exhibit "A" attached hereto and incorporated herein by reference, the purpose of which shall be to provide an accessway and an easement for underground utility services (water, natural gas, sewer, telephone and electricity) to the defendants' property. The easement as described in this paragraph is referenced throughout this Settlement Agreement as "Easement".

5. The defendants shall pay for the costs of preparing the metes and bounds description of the Easement and at the defendants' sole expense, the defendants will provide plaintiffs with a copy of a survey showing the relative positions of the Despain property, the Schmidt property, the Bangerter property, the Smith property, and the Miller property.

6. The parties acknowledge that at the time the metes and bounds description of the Easement was prepared, the defendants had already installed an underground water line near the Upper Paved Loop Road and through the Dirt Road, and that the parties' intent is that the location of the water line be included within

the metes and bounds description of the Easement. Because the exact location of the full length of the water line cannot be determined at this time without great expense, the defendants (for themselves and their successors) hereby waive the benefit of any legal or equitable theory under which they or their successors may argue that they have obtained additional rights outside of the Easement because of the location of the water line.

7. Upon dismissal of this action as contemplated by paragraph 1 above, the court may enter its order releasing to the defendants the \$15,000.00 cash bond that the defendants posted in this action on or about May 9, 1991.

8. The parties agree that the twenty-five year \$5,000.00 cash bond posted by the defendants on or about September 19, 1991 pursuant to court order shall be placed in an interest bearing account, the interest being accumulated to cover any damages that the plaintiffs may suffer as a result of the defendants' previous installation of PVC water pipe in the Easement. On September 18, 2016, the court may enter its order distributing to the defendants the cash bond and all interest accrued thereon, less any funds that have been expended theretofore pursuant to court order to cover any damages that the plaintiffs may have suffered. The parties agree that this action shall remain pending and the

court will maintain continuing jurisdiction of this action for the purposes contemplated by this paragraph.

9. Nothing herein shall be construed as any party's consent to be obligated to perform any maintenance with respect to the Easement.

10. Except for the access easement defendants claim across the Lower Paved Loop Road, and except for electricity and telephone services provided to the Schmidt property and the Bangarter property by authorized utilities which already have recorded easements, the defendants hereby release any and all claims that they have to any easements, water or otherwise, over plaintiffs' property outside the Easement.

11. The defendants acknowledge that the purpose of the grant of the Easement to defendants is to provide an accessway and underground utility services (water, natural gas, sewer, telephone and electricity) to one single-family residence located on the Schmidt property and one single-family residence located on the Bangarter property. The defendants agree, on behalf of themselves and their successors in interest, that they will not seek to expand the width of the Easement, its use, or the rights herein granted, for any purpose, at any time in the future, and that the width, use, and rights granted herein shall be strictly construed, provided, however, that if in the future plaintiffs or their

successors in interest develop lots of a size less than 2.7 acres within the "Buffer Area" designated on Exhibit "C" hereto, then defendants or their successors may seek governmental approval to use the Easement for ingress and egress as well as a utility corridor for the benefit of lots on defendants' properties of a size no smaller than those that plaintiffs then shall have developed or be authorized to develop within the Buffer Area.

12. This Settlement Agreement and the Grant shall be recorded with the Office of the Salt Lake County Recorder, with 50 percent of the costs thereof to be borne by the plaintiffs and 50 percent of the costs thereof to be borne by defendants. The covenants contained herein shall run with the Despain property, the Schmidt property and the Bangerter property, and shall be binding upon each party's successors and assigns. For purposes thereof, the parties attach hereto legal descriptions of the Despain property, the Schmidt property and the Bangerter property.

13. In any action to enforce any provision of this Settlement Agreement, the prevailing party shall be entitled to a reasonable attorneys' fee as well as any reasonable costs and expenses incurred in the action.

14. This Settlement Agreement shall be binding upon and inure to the benefit of all parties hereto and their respective successors and assigns.

15. The signatories hereto warrant and represent that in executing this Agreement they have full authority to do so and to bind themselves and any principal for whom they are acting. The parties represent for themselves that each of them has been represented by counsel of each party's choice, that each party has made a full investigation into the facts surrounding this lawsuit, that each party enters into this Settlement Agreement based upon that investigation and/or upon the advice of each party's respective counsel.

DATED this 3 day of November 1993.

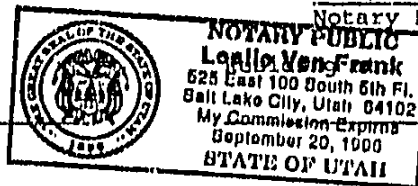

ROBERT V. DESPAIN

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

On the 3d day of November, 1993, personally appeared before me ROBERT V. DESPAIN, the signer of the within instrument, who duly acknowledged to me that he voluntarily executed the same for its stated purposes.


Notary Public

My Commission Expires:

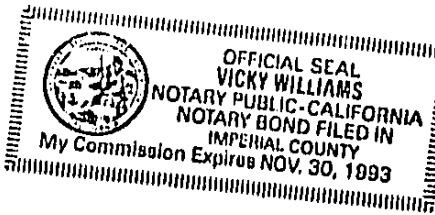


CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

State of California
 County of Imperial
 On 10-28-93 before me, Vicky Williams, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"
 personally appeared David L. Despain
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed the same in ~~his~~ her/their authorized capacity(ies), and that by ~~his~~ her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Vicky Williams
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)
TITLE(S)
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT Settlement Agreement
 NUMBER OF PAGES 22 DATE OF DOCUMENT 10-28-93
 SIGNER(S) OTHER THAN NAMED ABOVE Kjerstie Ann Olson

BK6798PG1956

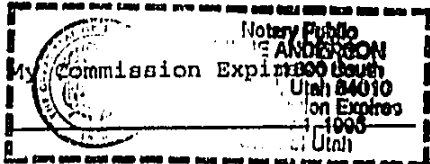
DATED this _____ day of _____, 1993.

Jeffrey C. Schmidt
JEFFREY C. SCHMIDT

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

On the 8th day of October, 1993, personally appeared before me JEFFREY C. SCHMIDT, the signer of the within instrument, who duly acknowledged to me that he voluntarily executed the same for its stated purposes.

Bessie Anderson
Notary Public



Residing at:
Paris County, Ut

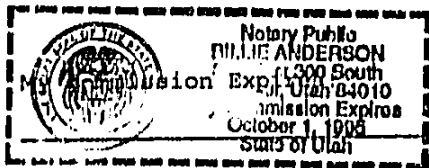
DATED this _____ day of _____, 1993.

Victoria Schmidt
VICTORIA SCHMIDT

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

On the 8th day of October, 1993, personally appeared before me VICTORIA SCHMIDT, the signer of the within instrument, who duly acknowledged to me that she voluntarily executed the same for its stated purposes.

Bessie Anderson
Notary Public



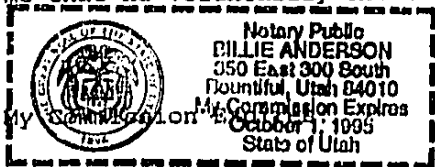
Residing at:
Paris County, Ut

DATED this 8 day of OCT, 1993.

Lee R. Bangarter
LEE R. BANGARTER

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On the 8th day of October, 1993, personally appeared before me LEE R. BANGARTER, the signer of the within instrument, who duly acknowledged to me that he voluntarily executed the same for its stated purposes.



Billie Anderson
Notary Public

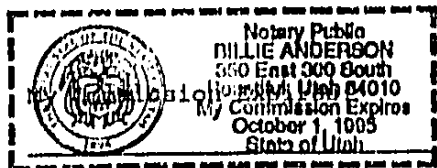
Residing at:
Quinn County, UT

DATED this 8 day of Oct, 1993.

Anita Bangarter
ANITA BANGARTER

STATE OF UTAH)
) SS.
COUN' " OF SALT LAKE)

On the 8th day of October, 1993, personally appeared before me ANITA BANGARTER, the signer of the within instrument, who duly acknowledged to me that she voluntarily executed the same for its stated purposes.



Billie Anderson
Notary Public

Residing at:
Quinn County, UT

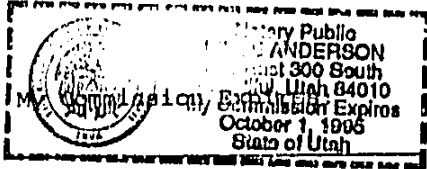
DATED this ____ day of _____, 1993.

LEE R. BANGERTER FAMILY TRUST

Del Roy Bangarter
By Del Roy Bangarter, Trustee

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

On the 8th day of October, 1993, personally appeared before me DEL ROY BANGERTER, the signer of the within instrument, who duly acknowledged to me that he voluntarily executed the same for its stated purposes.



Billie Anderson
Notary Public

Residing at:
Cedar County, UT

APPROVED BY:

DATED THIS 10th day of November, 1993.

COHNE, RAPPAPORT & SEGAL, P.C.

[Signature]
Richard A. Rappaport
Leslie Van Frank
Attorneys for Plaintiffs

DATED this 10th day of NOVEMBER 1993.

JARDINE, LINEBAUGH, BROWN & DUNN

[Signature]
Kent B. Linebaugh
Wm. Shane Topham
Attorneys for Defendants

EXHIBIT "A" to Settlement Agreement

Comprised of:

- Map
- Legal description to Despain property
- Legal description to Schmidt property
- Legal description to Bangerter property

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**Exhibit "A" to
Settlement Agreement**

Legal Description of Despain Property

PARCEL 1:

BEGINNING at a point on the West line of North Little Cottonwood Road, said point being South 89° 53' 04" West 1290.82 feet along the Section line and South 421.09 feet from the North Quarter Corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 38° 07' 42" East 558.95 feet along the West line of said road; thence South 15° 23' 42" West 222.14 feet; thence North 87° 55' 18" West 276.83 feet; thence North 78° 28' 17" West 300.55 feet; thence South 21° 01' 43" West 310.01 feet to the center of Little Cottonwood Creek; thence North 74° 35' 01" West 114.00 feet along the center of said Creek; thence North 28° 55' 38" East 686.25 feet; thence South 63° 46' 41" East 58.00 feet; thence North 22° 50' 14" East 205.00 feet; thence North 63° 46' 41" West 150.00 feet; thence North 85° 41' 58" East 177.95 feet to the point of BEGINNING.

PARCEL 2:

BEGINNING at a point 1610.87 feet North and 1556.46 feet East of the West Quarter Corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence North 15° 23' 42" East 222.14 feet to the Southwest right-of-way line of the North Fork Little Cottonwood Road; thence South 38° 07' 42" East (Highway plat shows South 38° 04" East) 287.781 feet along the right-of-way line; thence Southeasterly 675.35 feet along the arc of a 1106.61 foot radius curve to the left (Highway plat shows a 1221.30 foot radius) (central angle equals 34° 58') along right-of-way line; thence South 73° 05' 42" East (Highway plat shows South 73° 02' East) 270.58 feet along the right-of-way line to the East boundary of the Northwest Quarter of said Section 12; thence South 1° 27' 58" East 84.54 feet along the East boundary of the Northwest Quarter of said Section 12; thence South 88° 32' 02" West 225.00 feet; thence South 1° 27' 58" East 288.00 feet (Ownership plat shows 161.30 feet) to the center of Little Cottonwood Creek; thence North 39° 10' West 226.00 feet along the center of the Creek; thence North 54° 50' West 101.00 feet along the center of the Creek; thence North 69° 45' West 125.00 feet along the center of the Creek; thence North 89° 40' West 149.00 feet along the center of the Creek; thence North 73° 39' 18" West 167.26 feet along the center of the Creek; thence departing from Creek North 18° 36' 42" East 220.10 feet; thence North 38° 25' 18" West 397.50 feet to the point of BEGINNING.

PARCEL 3:

BEGINNING at a point which lies North 45°53.5' East 2117.9 feet from the Southwest corner of the Northwest Quarter of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 78°20' West 270.0 feet; thence North 15°24' East 95.9 feet; thence South 87°55' East 276.6 feet; thence South 38°25' East 397.5 feet; thence South 18°37' West 220.1 feet to a point in the center of Little Cottonwood Creek; thence down Little Cottonwood Creek North 84°24' West 154.0 feet; thence South 69°54' West 113.6 feet; thence North 74°45' West 64.4 feet; thence leaving Little Cottonwood Creek North 15°24' East 404.4 feet, more or less, to the point of BEGINNING.

Legal Description of Schmidt Property

Beginning at an existing rebar which lies North 45°43.5' East 2117.9 feet (survey equals North 45°49'40" East 2122.31 feet) from the West Quarter Corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running thence South 15°24'00" West 109.12 feet to the true point of beginning; thence South 15°24'00" West 295.28 feet to the center of Little Cottonwood Creek; thence Westerly along the center of said Cottonwood Creek North 80°02'00" West 124.30 feet and South 75°04'00" West 105.00 feet; thence leaving Little Cottonwood Creek North 17°22'10" East 49.97 feet; thence North 53°37'50" West 128.59 feet; thence North 2°30'17" West 151.56 feet to the center of a 20 foot right-of-way; thence Northerly and Northeasterly along the center of said 20 foot right-of-way the following three courses: North 30°21'26" East 24.11 feet, North 4°33'00" East 93.36 feet to a point of curvature, and Northerly and Easterly along the arc of a 35.00 foot radius curve to the right 72.49 feet to a point of tangency; thence North 15°58'47" East 50.79 feet; thence South 78°27'59" East 120.84 feet; thence South 30°21'25" West 49.52 feet; thence South 32°51'00" East 98.59 feet to the center of a 20 foot right-of-way; thence Easterly along the center of said 20 foot right-of-way and the arc of a 160.00 foot radius curve to the left (center bears North 20°50'27" East) 29.47 feet to a point of tangency; thence South 79°42'48" East 128.10 feet to a point of the South line of said 20 foot radius curve; thence Northeasterly along the arc of a 45.00 foot radius curve to the left (center bears North 28°39'21" West) 10.65 feet to the point of beginning. Contains 2.77 acres.

ALSO THE FOLLOWING DESCRIBED PROPERTY:

Beginning at a point which is North 1332.90 feet and East 1068.94 feet from the West Quarter Corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 59°38'34" East 10.00 feet; thence North 30°21'26" East 35.89 feet;

thence South 2°30'17" East 12.76 feet; thence South 38°53'52" West 27.40 feet; thence North 51°06'08" West 13.00 feet to the point of beginning.

EXCLUDING THE FOLLOWING DESCRIBED PROPERTY:

Beginning at an existing rebar which lies North 45°49'40" East 2122.31 feet (deed equals North 45°43.5' East 2117.9 feet) from the West Quarter Corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running thence South 15°24'00" West 404.40 feet to the center of Little Cottonwood Creek; thence Westerly along the center of said Cottonwood Creek North 80°02'00" West 124.30 feet and South 75°04'00" West 105.00 feet; thence leaving Little Cottonwood Creek North 17°22'10" East 49.97 feet to the true point of beginning; thence North 53°37'50" West 128.59 feet; thence North 2°30'17" West 43.64 feet; thence South 45°56'15" East 152.69 feet; thence South 17°22'10" West 14.31 feet to the point of beginning. Contains 3160 square feet.

TOGETHER WITH A RIGHT OF WAY, where the said right of way presently exists, for egress and ingress, to and from the following described property to North Little Cottonwood Road:

Beginning at a point which lies North 45°43.5' East 2117.9 feet from the West quarter corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 15°24' West 404.4 feet to the center of Little Cottonwood Creek; thence down Little Cottonwood Creek, North 80°2' West 124.3 feet; thence South 75°4' West 180.9 feet; thence North 79°39' West 114.9 feet; thence North 6°54' East 199.8 feet; thence North 52°58' West 189.6 feet; thence leaving Little Cottonwood Creek, North 21°10' East 213.8 feet; thence South 78°20' East 580.1 feet, more or less, to the point of beginning.

SUBJECT TO AND TOGETHER WITH THE FOLLOWING DESCRIBED RIGHT OF WAY:

BEGINNING at an existing rebar which lies North 45°49'40" East 2122.31 feet (deed equals North 45°43.5' East 2117.9 feet) from the West Quarter Corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running thence South 15°24'00" West 109.12 feet to a point on a 45.00 foot radius curve to the right (center bears North 42°12'45" West); thence Southwesterly along the arc of said curve 41.23 feet to a point of tangency; thence North 79°42'48" West 99.02 feet to a point of curvature; thence Northwesterly along the arc of a 170.00 foot radius curve to the right 68.025 feet to a point of tangency; thence North 56°47'12" West 155.53 feet to a point of curvature; thence along the arc of a 25.00 foot radius curve to the left 78 feet to a point of tangency; thence South 4°33'08" West 71.32 feet to a point of curvature; thence Southeasterly along the arc of a 28.00 foot radius curve to the left 31.47 feet to a point of tangency; thence South 59°51'00" East 49.07 feet; thence South 30°09'00" West 20.00

feet; thence North 59°51'00" West 35.14 feet to a point of curvature; thence along the arc of a 28.00 foot radius curve to the left 43.88 feet to a point of tangency; thence South 30°21'26" West 22.14 feet; thence North 59°38'34" West 20.00 feet; thence North 30°21'26" East 46.26 feet to a point of curvature; thence Northerly along the arc of a 50.00 foot radius curve to the left 22.52 feet to a point of tangency; thence North 4°33'08" East 79.61 feet to a point of curvature; thence along the arc of a 45.00 foot radius curve to the right 93.20 feet to a point of tangency; thence South 56°41'12" East 155.53 feet to a point of curvature; thence Southeasterly along the arc of a 150.00 foot radius curve to the left 60.02 feet to a point of tangency; thence South 79°42'48" East 99.82 feet to a point of curvature; thence along the arc of a 25.00 foot radius curve to the left 37.04 feet to a point of tangency; thence North 15°24'00" East 84.14 feet; thence South 78°27'59" East 13.03 feet to the point of beginning.

LESS AND EXCEPTING that portion of land deeded to Alan D. Miller and Beverly B. Miller as part of entry no. 4288707 book 5798, pages 1101-1103 on record with the office of the Salt Lake County Recorder. More particularly described as follows:

BEGINNING at a point which is North 1332.90 feet and East 1068.94 feet from the West Quarter Corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 59°38'34" East 13.15 feet to the true point of beginning; thence North 33°53'52" East 25.40 feet; thence South 2°30'17" East 5.67 feet; thence South 30°21'26" East 20.40 feet; thence North 59°38'34" West 6.85 feet to the point of beginning. Contains 118 square feet.

Legal Description of Bangerter Property

Beginning at an existing rebar which lies North 45°43.5' East 2117.9 feet (survey equals North 45°49'40" East 2122.31 feet) from the West Quarter Corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running thence North 78°27'59" West 345.86 feet to the true point of beginning, thence South 15°58'47" West 50.79 feet to the center of a 20 foot right-of-way; thence along the center of said 20 foot right-of-way the following three courses: Westerly and Southerly along the arc of a 35.00 foot radius curve to the left (center bears South 33°12'48" West), 72.49 feet to a point of tangency, South 4°33'08" West 93.36 feet, and South 30°21'26" West 60.00 feet; thence North 59°38'34" West 10.00 feet; thence South 33°53'52" West 64.26 feet to the center of Little Cottonwood Creek; thence Westerly along said center of Little Cottonwood Creek to a point which is North 52°58'00" West 189.6 feet; thence leaving Little Cottonwood Creek

North 21°10'00" East 212.09 feet; thence South 78°27'59" East 234.26 feet to the point of beginning. Contains 1.244 acres.

SUBJECT TO AND TOGETHER WITH THE FOLLOWING DESCRIBED RIGHT OF WAY:

BEGINNING at an existing rebar which lies North 45°49'40" East 2122.31 feet (deed equals North 45°43.5' East 2117.9 feet) from the West Quarter Corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running thence South 15°24'00" West 109.12 feet to a point on a 45.00 foot radius curve to the right (center bears North 42°12'45" West); thence Southwesterly along the arc of said curve 41.23 feet to a point of tangency; thence North 79°42'48" West 99.82 feet to a point of curvature; thence Northwesterly along the arc of a 170.00 foot radius curve to the right 68.025 feet to a point of tangency; thence North 56°47'12" West 155.53 feet to a point of curvature; thence along the arc of a 25.00 foot radius curve to the left 51.78 feet to a point of tangency; thence South 4°33'08" West 71.32 feet to a point of curvature; thence Southeasterly along the arc of a 28.00 foot radius curve to the left 31.47 feet to a point of tangency; thence South 59°51'00" East 49.07 feet; thence South 30°09'00" West 20.00 feet; thence North 59°51'00" West 35.14 feet to a point of curvature; thence along the arc of a 20.00 foot radius curve to the left 43.88 feet to a point of tangency; thence South 30°21'26" West 22.14 feet; thence North 59°38'34" West 20.00 feet; thence North 30°21'26" East 46.26 feet to a point of curvature; thence Northerly along the arc of a 50.00 foot radius curve to the left 22.52 feet to a point of tangency; thence North 4°33'08" East 79.61 feet to a point of curvature; thence along the arc of a 45.00 foot radius curve to the right 93.20 feet to a point of tangency; thence South 56°47'12" East 155.53 feet to a point of curvature; thence Southeasterly along the arc of a 150.00 foot radius curve to the left 60.02 feet to a point of tangency; thence South 79°42'48" East 99.82 feet to a point of curvature; thence along the arc of a 25.00 foot radius curve to the left 37.04 feet to a point of tangency; thence North 15°24'00" East 84.14 feet; thence South 78°27'59" East 13.03 feet to the point of beginning.

LESS AND EXCEPTING that portion of land deeded to Alan D. Miller and Beverly B. Miller as part of entry no. 4288707 book 5798, pages 1101-1103 on record with the office of the Salt Lake County Recorder. More particularly described as follows:

BEGINNING at a point which is North 1332.90 feet and East 1068.94 feet from the West Quarter Corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 59°38'34" East 13.15 feet to the true point of beginning; thence North 38°53'52" East 25.40 feet; thence South 2°30'17" East 5.67 feet; thence South 30°21'26" East 20.40 feet; thence North 59°38'34" West 6.85 feet to the point of beginning. Contains 110 square feet.

BK 6798 PG 1966

TOGETHER WITH A RIGHT OF WAY, where the said right of way presently exists, for egress and ingress, to and from the following described property to North Little Cottonwood Road:

Beginning at a point which lies North $45^{\circ}43.5'$ East 2117.9 feet from the West quarter corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and running thence South $15^{\circ}24'$ West 404.4 feet to the center of Little Cottonwood Creek; thence down Little Cottonwood Creek, North $80^{\circ}2'$ West 124.3 feet; thence South $75^{\circ}4'$ West 180.9 feet; thence North $79^{\circ}39'$ West 114.9 feet; thence North $6^{\circ}54'$ East 199.8 feet; thence North $52^{\circ}58'$ West 189.6 feet; thence leaving Little Cottonwood Creek, North $21^{\circ}10'$ East 213.8 feet; thence South $78^{\circ}20'$ East 580.1 feet, more or less, to the point of beginning.

WBT\p\3085

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

Wm. Shane Topham, Esq.
JARDINE, LINEBROWN, BROWN & DUNN
370 East South Temple, Fourth Floor
Salt Lake City, Utah 84111

GRANT OF EASEMENT

ROBERT V. DESPAIN, of Salt Lake County, Utah, DAVID L. DESPAIN, of Imperial County, California, and KJERSTIE ANN OLSON, of Ada County, Idaho, "Grantors", to the extent they may individually or collectively own an interest(s) in the real properties described on Exhibit "A" attached hereto, hereby grant, convey, and quit-claim to JEFFREY C. SCHMIDT, VICTORIA SCHMIDT, LEE R. BANGERTER, ANITA BANGERTER, individually, and DEL ROY BANGERTER, as Trustee of the Lee R. Bangerter Family Partnership Trust, all of Salt Lake County, Utah, collectively "Grantees," for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, a non-exclusive easement to and in, over, upon and across a portion of the real property described in Exhibit "A" hereto in which Grantors, individually or collectively, have an ownership interest. The easement is more particularly described in Exhibit "B" hereto, and shall benefit the real properties more particularly described in Exhibits "C" and "D" hereto. The purpose of the easement is to provide an accessway and underground utility services (water, natural gas, sewer, telephone and electricity) to one single-family residence located on the real property described in Exhibit "C" and to one single-family residence located on the real property described in Exhibit "D" hereto. The width, use, and rights granted herein shall be strictly construed; provided, however, that if in the future Grantors or their successors in interest develop lots of a size less than 2.7 acres within the "Buffer Area" designated on Exhibit "E" hereto, then Grantees or their successors may seek governmental approval to use the Easement for ingress and egress as well as a utility corridor for the benefit of lots on their properties of a size no smaller than those that Grantees then shall have developed or be authorized to develop within the Buffer Area.

EXHIBIT "B" to Settlement Agreement

BK6798PG1968

The Grant herein is subject to and is a part of that certain Settlement Agreement into which the Grantors and the Grantees have entered on the date even herewith, which Settlement Agreement has been recorded with the Office of the Salt Lake County Recorder.

DATED this ____ day of _____, 1993.

ROBERT V. DESPAIN

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

On the ____ day of _____, 1993, personally appeared before me ROBERT V. DESPAIN, the signer of the within instrument, who duly acknowledged to me that he voluntarily executed the same for its stated purposes.

Notary Public

DATED this ____ day of _____, 1993.

DAVID L. DESPAIN

STATE OF _____)
COUNTY OF _____) : ss.

On the ____ day of _____, 1993, personally appeared before me DAVID L. DESPAIN, the signer of the within instrument, who duly acknowledged to me that he voluntarily executed the same for its stated purposes.

Notary Public

My Commission Expires:

Residing at:

DATED this ____ day of _____, 1993.

KJERSTIE ANN OLSON

STATE OF _____)
COUNTY OF _____) : ss.

On the ____ day of _____, 1993, personally appeared before me KJERSTIE ANN OLSON, the signer of the within instrument, who duly acknowledged to me that she voluntarily executed the same for its stated purposes.

Notary Public

My Commission Expires:

Residing at:

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BK6798PG1959

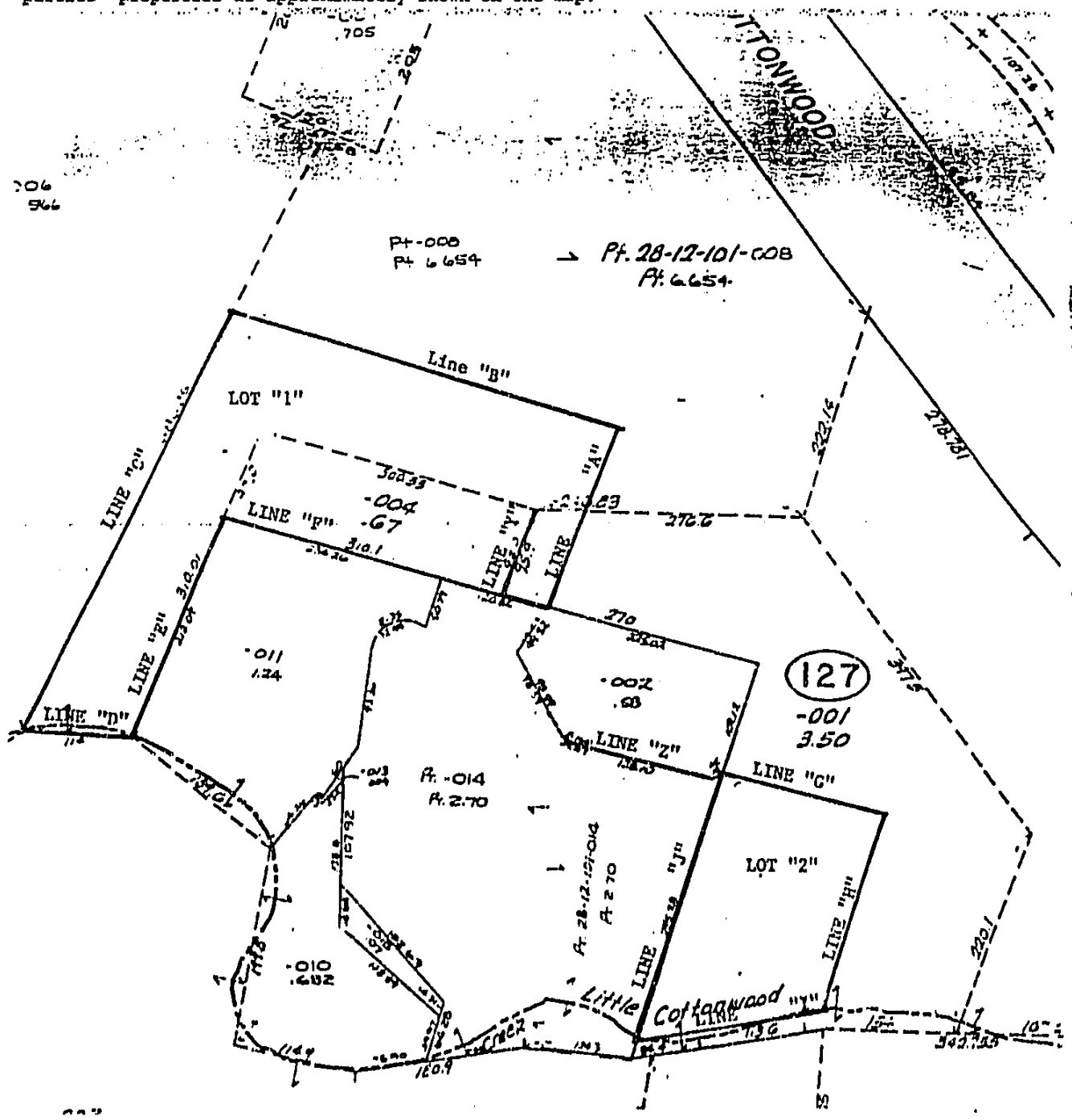
EXHIBIT "C" TO SETTLEMENT AGREEMENT

"BUFFER AREA."

The parties intend that Lot 1 of the Buffer Area be comprised of two acres, bounded by Lines "A", "B", "C", "D", "E", and "F". Line "A" shall start at the point where the Schmidt, Smith, and Despain properties intersect, as approximately shown on the map, and shall be parallel to Line "Y". Line "B" shall be parallel to Line "F". Line "A" shall extend northeasterly as far as necessary to create a two acre area. Lines "C", "D", "E", and "F" are the present boundary lines of the parties' properties as approximately shown on the map.

The parties intend that Lot 2 of the Buffer Area be comprised of two acres, bounded by Lines "G", "H", "I", and "J". Line "G" shall start on the point where the Schmidt, Smith, and Despain properties intersect, as approximately shown on the map, and shall be parallel to Line "Z". Line "H" shall be parallel to Line "J". Line "G" shall extend southeasterly as far as necessary to create a two acre area. Lines "I" and "J" are the present boundary lines of the parties' properties as approximately shown on the map.

-POOR COPY-
GO. BEGGREN



BK6798PG1970