

COPY

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

ENT 6183:2003 PG 1 of 15
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2003 Jan 14 12:34 pm FEE 0.00 BY SS
RECORDED FOR UTAH COUNTY ATTORNEY

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

UTAH COUNTY,

Plaintiff,

vs.

KENNETH E. MILLETT and MARGARET
E. MILLETT,

Defendants.

STIPULATION

Civil No. 020404974
Division No. 8

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.

For the purpose of resolving their dispute, the Plaintiff and the Defendants herein stipulate and agree to all of the following:

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.

The above described parcel of real property is referred to herein as the "Subject Property."

2. That the Subject Property is located in the TR-5, Transitional Residential Zone, as designated on the Utah County zoning map.
3. That the Defendants have constructed or placed, or allowed to be constructed or placed, six (6) structures, including sheds and trailer dwellings on the Subject Property for which no building permits have been issued by Utah County.
4. That the Defendants have placed, or allowed to be placed, outdoor storage items, and obsolete vehicles on the Subject Property.
5. That the Defendants are using the Subject Property, or allowing the Subject Property to be used, as an outdoor storage yard.

6. That Section 1-7 of the Utah County Zoning Ordinance makes it unlawful to make use of property in a manner not expressly permitted in a particular zone, as outlined in said ordinance.
7. That Section 5-4-B of the Utah County Zoning Ordinance specifies the uses which are permitted in the TR-5 Zone, which permitted uses do not include the maintenance of an outdoor storage yard.
8. That Section 3-9 of the Utah County Zoning Ordinance prohibits the placement or maintenance of more than one (1) building which contains a dwelling unit on a lot.
9. That Section 3-3 of the Utah County Zoning Ordinance prohibits the use of any yard, or other open space, for outdoor storage, or for the storage of obsolete vehicles.
10. That Section 7-5 of the Utah County Zoning Ordinance prohibits the commencement or change of a use of any land without the approval and issuance of a building permit for the same by the Zoning Administrator.
11. That Section 7-9 of the Utah County Zoning Ordinance makes it unlawful to remodel or change the use of any property beyond what is approved and authorized through building permits duly issued.
12. That Section 7-10 of the Utah County Zoning Ordinance makes it unlawful to use or occupy, or permit the use or occupancy, of any property until a zoning compliance permit

has been issued by the Zoning Administrator stating that the proposed use of the land conforms to the requirements of the Utah County Zoning Ordinance.

13. That the Defendants have used, or have allowed to be used, the Subject Property for the maintenance of an outdoor storage yard, in violation of the Utah County Zoning Ordinance, Section 1-7 and Section 5-4-B.
14. That the Defendants have used, or have permitted the subject property to be used, for the location or maintenance of more than one (1) building which contains a dwelling unit, in violation of the Utah County Zoning Ordinance Section 3-9.
15. That the Defendants have used required yard, or other open space, for outdoor storage, or for the storage of obsolete vehicles, in violation of the Utah County Zoning Ordinance Section 3-3.
16. That the Defendants have changed the use, or allowed the use to be changed, or have commenced a new use, or allowed a new use to be commenced, on the Subject Property, consisting of the various unapproved structures, and for outdoor storage, or for the storage of obsolete vehicles, without the approval or issuance of a building permit from the Zoning Administrator, in violation of the Utah County Zoning Ordinance, Section 7-5 and Section 7-9.
17. That the Defendants have used, or have permitted the use, of the Subject Property for the maintenance of an outdoor storage yard, including storage of obsolete vehicles, without

first having obtained a zoning compliance permit for such use, in violation of the Utah County Zoning Ordinance, Section 7-10 and Section 7-27.

18. That the Defendants agree not to perform, and to be enjoined, from each of the following, and further agree that the Court enter a permanent injunction, enjoining and prohibiting the Defendants, and 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, 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; or (v) for the placement or storage of vehicle parts, debris, junk, inoperable equipment, equipment parts, trailers, unpermitted structures, or mobile homes.
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 March, 2003, thirty (30) or more vehicles from the Subject Property and provide a written list to Utah County, identifying the removed vehicles by specific make, model, year, and VIN number; (ii) remove, prior to the 1st day of July, 2003, an additional thirty (30) or more vehicles (for a total of 60 or more vehicles) from

the Subject Property and provide a written list to Utah County, identifying the removed vehicles by specific make, model, year, and VIN number; (iii) remove, prior to the 1st day of December, 2003, 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); (iv) remove, prior to the 1st day of December, 2003, all vehicle parts, debris, junk, inoperable equipment, equipment parts, unpermitted trailers, unpermitted structures, and mobile homes from the Subject Property; and (v) take all additional action necessary to comply with all of the requirements of the Utah County Code and the Utah County Zoning Ordinance.

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."
21. The Defendants further stipulate and agree, jointly and severally, to pay all court costs and a reasonable attorney's fee for any action taken by the Plaintiff after the date of this

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

22. The Permanent Injunction and Mandatory Injunction, Exhibit "A," shall be effective as of the date it is signed by the Court.
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 the 1st day of March, 2003, until the unlawful use of the Subject Property ceases, plus attorney's fees and costs; provided, however, that if the Defendants remove, prior to the 1st day of March, 2003, thirty (30) or more vehicles from the Subject Property and provide a written list to Utah County, identifying the removed vehicles by specific make, model, year, and VIN number, then the Plaintiff shall be awarded judgment against the Defendants, jointly and severally, in the amount of \$500.00 per day, for each day from the 1st day of March, 2003, until the unlawful use of the Subject Property ceases, plus attorney's fees and costs; further provided, however, that if the Defendants remove, prior to the 1st day of July, 2003, an additional thirty (30) or more vehicles (for a total of 60 or more vehicles) from the Subject Property and provide a written list to Utah County, identifying the removed vehicles by specific make, model, year, and VIN number, then the Plaintiff shall be awarded judgment against the Defendants, jointly and severally, in the amount of \$250.00 per day, for each day from the 1st day of July, 2003, until the unlawful use of the Subject Property ceases, plus attorney's fees and costs; further provided, however, that if the Defendants remove, prior

to the 1st day of December, 2003, 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) then the Plaintiff shall be awarded judgment against the Defendants, jointly and severally, in the amount of \$100.00 per day, for each day from the 1st day of December, 2003, until the unlawful use of the Subject Property ceases, plus attorney's fees and costs.

24. Time is of the essence of this Stipulation. This Stipulation, and the terms contained herein, constitute covenants which run with the Subject Property, and shall be binding on the successors, heirs, and assigns of the Defendants. This Stipulation and the Permanent Injunction and Mandatory Injunction, Exhibit "A," shall be recorded in the records of the Utah County Recorder. The agents and employees of Utah County shall have the right and authority to enter upon the Subject Property at any time to observe the compliance by Defendants with the terms and provisions of this Stipulation. This Stipulation represents the entire agreement between the parties and supercedes all prior agreements, understandings, and representations.

DATED this 7th day of January, 2003.


DAVID H. SHAWCROFT
Deputy Utah County Attorney

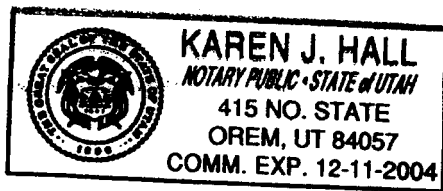
DATED this 26 day of Dec, 2002.

Kenneth E. Millett
KENNETH E. MILLETT

ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On the 26 day of December, 2002, personally appeared before me
KENNETH E. MILLETT, who duly acknowledged to me that he executed the foregoing
Stipulation.



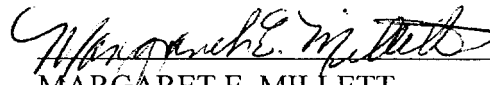
Karen J. Hall
NOTARY PUBLIC

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

DATE: 12-26-2002

[Signature]
DEPUTY COURT CLERK

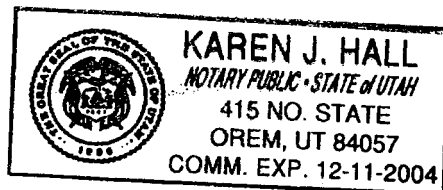
DATED this ____ day of _____, 2002


MARGARET E. MILLETT

ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On the 26 day of December, 2002, personally appeared before me
MARGARET E. MILLETT, who duly acknowledged to me that she executed the foregoing
Stipulation.




NOTARY PUBLIC

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KAY BRYSON (#473)

Utah County Attorney

DAVID H. SHAWCROFT (#4248)

Deputy Utah County Attorney

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Provo, Utah 84606

Telephone: (801) 370-8001

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

UTAH COUNTY,

Plaintiff,

VS.

KENNETH E. MILLETT and MARGARET
E. MILLETT,

Defendants.

**PERMANENT INJUNCTION
AND
MANDATORY INJUNCTION**

Civil No. 020404974
Division No. 8

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, 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 March, 2003, thirty (30) or more vehicles from the Subject Property and provide a written list to Utah County, identifying the removed vehicles by specific make, model, year, and VIN number; (ii) remove, prior to the 1st day of July, 2003, an additional thirty (30) or more vehicles (for a total of 60 or more vehicles) from the Subject Property and provide a written list to Utah County, identifying the removed vehicles by specific make, model, year, and VIN number; (iii) remove, prior to the 1st day of December, 2003, 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); (iv) remove, prior to the 1st day of December, 2003, all vehicle

parts, debris, junk, inoperable equipment, equipment parts, unpermitted trailers, unpermitted structures, and mobile homes from the Subject Property; and (v) 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, 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.

The above described parcel of real property is 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 the 1st day of March, 2003, until the unlawful use of the Subject Property ceases, plus attorney's fees and costs; provided, however, that if the Defendants remove, prior to the 1st day of March, 2003, thirty (30) or more vehicles from the Subject Property and provide a written list to Utah County, identifying the removed vehicles by specific make, model, year, and VIN number, then the Plaintiff shall be awarded judgment against the

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5. All of the terms and provisions of the Stipulation are hereby approved by the Court.

6. This Permanent Injunction and Mandatory Injunction shall be effective as of the date it is issued by the Court.

DATED this ____ day of _____, 200__, at the hour of _____ a.m./p.m.

BY THE COURT

District Court Judge

APPROVED AS TO FORM AND CONTENT:

KENNETH E. MILLETT
Defendant

MARGARET E. MILLETT
Defendant

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