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*Attorneys for Plaintiffs*

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

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STEVEN B. FARRELL, an individual; and  
SUSAN S. FARRELL, an individual,

Plaintiffs,

vs.

LEEROY FARRELL, an individual;  
SHERILYNN V. FARRELL, an individual;  
DOUGLAS RAY FARRELL, an individual;  
RUTH ANNETTE NORLEN, an individual;  
LOU ANN LIM, an individual; LINDA RAE  
KLUNGERVIK, an individual,

Defendants.

**NOTICE OF LIS PENDENS**

**Parcel Nos.           00-0006-3920  
                              00-0006-5818  
                              00-0020-4276**

Case No. 200500024

Judge Jennifer A. Brown

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Plaintiffs Steven B. Farrell and Susan S. Farrell (together, "***Plaintiffs***"), by and through counsel, and pursuant to Utah Code § 78B-6-1204, hereby give notice of the above-captioned action which may affect real property located in Wasatch County, State of Utah. The real property is more particularly described as set forth on Exhibit A. A copy of the Complaint is attached hereto as Exhibit B.

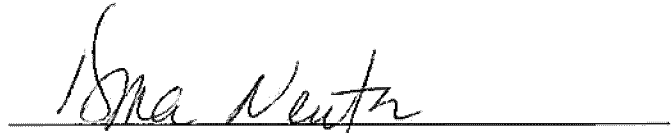
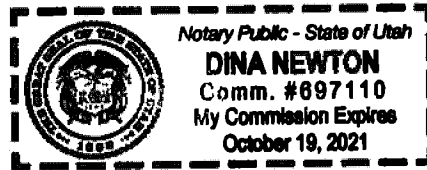
DATED this 25th day of February, 2020.

BENNETT TUELLER JOHNSON & DEERE



Steve M. Tumblin  
Joshua L. Lee  
*Attorneys for Plaintiffs*

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of February, 2020, by Joshua L. Lee.

  
NOTARY PUBLIC

## Exhibit A

PARCEL 1: (00-0006-3920)

Beginning at the Southeast corner of the Southwest quarter of Section 34, Township 3 South, Range 4 East, Salt Lake Base and Meridian; thence North 27°20'00" West 10.75 chains; thence North 47°15'00" East 3.50 chains; thence South 31°30'00" East 14 chains; thence West 5 chains to the point of beginning.

SUBJECT TO the effects of that certain Boundary Line and Quit Claim Agreement by and among Joseph and Marjorie Jones Family, LLC, a Utah limited liability company; Ruth Farrell, an individual; Steven Farrell, an individual; and LeeRoy Farrell, an individual, recorded April 1, 2013 as Entry No. 388280 in Book 1077 at Page 1726 of official records.

PARCEL 2: (00-0006-5818)

Beginning at the Southwest corner of Lot 2 of Section 3, Township 4 South, Range 4 East, Salt Lake Base and Meridian; thence North 80 rods; thence East 20 rods; thence South 80 rods; thence West 20 rods to the point of beginning.

LESS AND EXCEPTING: Beginning at the Southwest corner of Lot 2 of Section 3, Township 4 South, Range 4 East, Salt Lake Base and Meridian; thence North 182 feet; thence East 120 feet; thence South 182 feet; thence West 120 feet to the point of beginning.

SUBJECT TO the effects of that certain Boundary Line and Quit Claim Agreement by and among Joseph and Marjorie Jones Family, LLC, a Utah limited liability company; Ruth Farrell, an individual; Steven Farrell, an individual; and LeeRoy Farrell, an individual, recorded April 1, 2013 as Entry No. 388280 in Book 1077 at Page 1726 of official records.

PARCEL 3: (00-0020-4275)

Beginning at a point which is 912.64 feet West of the Northeast corner of the Southwest quarter of the Northeast quarter of Section 3, Township 4 South, Range 4 East, Salt Lake Base and Meridian, and running thence South 532 feet; thence West 410 feet to the West line of the Southwest quarter of the Northeast quarter of said Section 3; thence North 532 feet; thence East 410 feet to point of beginning.

## PARCEL 4: (00-0020-4276)

Beginning West 122.10 feet and South 500 feet from the Northeast corner of the Southwest quarter of the Northeast quarter of Section 3, Township 4 South, Range 4 East, Salt Lake Base and Meridian; thence South 309.82 feet; thence West 42.90 feet; thence South 510.18 feet; thence West 495 feet; thence North 66 feet; thence West 660 feet; thence North 722 feet; thence East 410 feet; thence South 468 feet; thence East 250 feet; thence North 500 feet; thence East 537.81 feet to point of beginning.

LESS AND EXCEPTING any portion lying within the bounds of Farrell Subdivision Plat "A", according to the official plat thereof as recorded in the office of the Wasatch County Recorder, State of Utah.

## PARCEL 5: (00-0020-4277)

Beginning 662.64 feet West from the Southwest corner of the Northeast quarter of the Northeast quarter of Section 3, Township 4 South, Range 4 East, Salt Lake Base and Meridian, and running thence West 250.0 feet; thence South 235.0 feet; thence East 250.0 feet; thence North 235.0 feet to the point of beginning.

## PARCEL 6: (00-0020-4278)

Beginning 662.64 feet West and 235 feet South of the Southwest corner of the Northeast quarter of the Northeast quarter of Section 3, Township 4 South, Range 4 East, Salt Lake Meridian, and running thence 765 feet South; thence 250 feet West; thence 765 feet North; thence 250 feet East to the beginning.

## PARCEL 7: (00-0021-1486)

Lot 4, KILLOWEN VILLAGE SUBDIVISION PLAT "B", according to the official plat thereof, as recorded in the office of the Wasatch County Recorder, State of Utah.

# EXHIBIT B

Steven M. Tumblin (5154)  
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*Attorneys for Plaintiffs*

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Plaintiffs,

vs.

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SHERILYNN V. FARRELL, an individual;  
DOUGLAS RAY FARRELL, an individual;  
RUTH ANNETTE NORLEN, an individual;  
LOU ANN LIM, an individual; LINDA RAE  
KLUNGERVIK, an individual,

Defendants.

**COMPLAINT**

*[Discovery Tier 2]*

Case No. 200500024

Judge Jennifer A. Brown

---

Plaintiffs Steven B. Farrell and Susan S. Farrell (together, “*Plaintiffs*”), by and through counsel, hereby complain against the above-named Defendants (together, “*Defendants*”) and allege as follows:

**DESCRIPTION OF THE PARTIES**

1. Plaintiffs Steven B. Farrell (“*Steven*”) and Susan S. Farrell (“*Susan*”) are husband and wife residing in Wasatch County, State of Utah.

2. Steven and Susan are the Trustees of the Steven and Susan Farrell Family Trust u/a/d June 26, 2006, as amended (the “*Steven Farrell Trust*”).

3. Defendants LeeRoy Farrell (“*LeeRoy*”) and Sherilynn V. Farrell (“*Sherilynn*”) are husband and wife residing in Wasatch County, State of Utah.

4. Defendant Douglas Ray Farrell (“*Doug*”) is an individual residing in Utah County, State of Utah.

5. Defendant Lou Ann Lim (“*Lou Ann*”) is an individual residing in Sacramento County, State of California.

6. Doug and Lou Ann are the Successor Trustees of the Farrell Family Trust u/a/d May 16, 2006 (the “*Ray Farrell Trust*”)

7. Defendant Ruth Annette Norlen (“*Annette*”) is an individual residing in Wasatch County, State of Utah.

8. Defendant Linda Rae Klungervik (“*Linda*”) is an individual residing in Summit County, State of Utah.

### **JURISDICTION AND VENUE**

9. This Court has subject matter jurisdiction over this action pursuant to Utah Code Ann. § 78A-5-102.

10. This Court has personal jurisdiction over Defendants inasmuch as they claim an interest in real property located in the State of Utah.

11. Venue properly lies in this Court pursuant to Utah Code Ann. § 78B-3-301.

12. This is a Tier 2 case for purposes of discovery.

**GENERAL ALLEGATIONS**

13. This is a dispute involving the division of a family estate.

14. Steven and LeeRoy are two of five brothers. Two of their brothers passed away. Ray Farrell (“**Ray**”), passed away in 2010, and Wayne Farrell (“**Wayne**”) passed away in 1995 with no heirs. The other brother, William H. Farrell, Jr. (“**Junior**”), settled his claims to the family estate sometime prior to his death in 2004.

15. William Farrell, Sr. (“**William**”) is the father of Steven, LeeRoy, Ray, Wayne, and Junior. William passed away in 1979.

16. Prior to his death, William owned several tracts of property located in Wasatch County, State of Utah, individually and through a trust. William intended his real property to be distributed among his surviving family members on his death.

17. William and his wife established the William Farrell and Annie H. Farrell Inter Vivos Trust u/a/d March 1, 1979 (the “**William Farrell Trust**”) as part of their estate plan.

18. After William’s death, five acres of William’s property was conveyed to Ray, which was intended to be part of his total 1/3 share of William’s estate.

19. Ray passed away in 2010, leaving his relevant properties to Doug, Annette, Lou Ann, and Linda (together, “**Ray’s Descendants**”).

20. This action involves the following parcels of land located in Wasatch County (together, the “**Property**”):

PARCEL 1: (00-0006-3920)

Beginning at the Southeast corner of the Southwest quarter of Section 34, Township 3 South, Range 4 East, Salt Lake Base and Meridian; thence North 27°20'00" West 10.75 chains; thence North 47°15'00"



East 3.50 chains; thence South  $31^{\circ}30'00''$  East 14 chains; thence West 5 chains to the point of beginning.

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660 feet; thence North 722 feet; thence East 410 feet; thence South 468 feet; thence East 250 feet; thence North 500 feet; thence East 537.81 feet to point of beginning.

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PARCEL 6: (00-0020-4278)

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PARCEL 7: (00-0021-1486)

Lot 4, KILLOWEN VILLAGE SUBDIVISION PLAT "B", according to the official plat thereof, as recorded in the office of the Wasatch County Recorder, State of Utah.

21. Parcels 1, 2, and 4 (together, the "*TIC Property*") are currently owned by the following as tenants in common:

- a. Steven owns an undivided 1/3 interest in the TIC Property;
- b. LeeRoy owns an undivided 1/3 interest in the TIC Property;
- c. Lou Ann owns an undivided 8.3325% interest in the TIC Property;
- d. Doug owns an undivided 8.3325% interest in the TIC Property;
- e. Linda owns an undivided 8.3325% interest in the TIC Property; and
- f. Annette owns an undivided 8.3325% interest in the TIC Property.

22. The Ray Farrell Trust is the current record owner of Parcel 3.
23. The Steven Farrell Trust is the current record owner of Parcels 5 and 6.
24. LeeRoy and Sherilynn, as joint tenants, are the current record owners of Parcel 7.

**FIRST CAUSE OF ACTION**  
**(Specific Performance of Settlement Agreement Against All Defendants)**

25. Plaintiffs incorporate by this reference the allegations set forth above as if fully set forth herein.

26. Beginning in approximately 2018, due to disputes concerning the Property the parties began negotiating to settle their disputes and reallocate the Property.

27. On April 5, 2019, Plaintiffs' counsel sent a proposal for division of the Property.

28. On June 7, 2019, Defendants' counsel sent a letter stating that defendants were "generally in agreement" with the April 5 proposal, with a few clarifications.

29. On July 12, 2019, Plaintiffs' counsel indicated that "it seems there is a general agreement on the terms of a settlement," with some minor clarifications. The April 5 proposal as clarified in the June 7 and July 12, 2019 communications is hereinafter referred to as the "*Agreement*."

30. In tender of Plaintiffs' performance, Plaintiffs' counsel spent many hours beginning to draft settlement documents to memorialize and effectuate the Agreement.

31. Additionally, in reliance on the agreement of Defendants' counsel, Plaintiffs hired a surveyor in a good faith effort to move forward with settlement, but LeeRoy denied the surveyor access to portions of the Property.

32. However, on October 29, 2019, without warning, Defendants' counsel indicated that Defendants were "no longer optimistic that we can work out a settlement" and that Plaintiffs "should prepare . . . for likely litigation to partition the property."

33. Such communication constituted an anticipatory breach of the Agreement.

34. Due to the unique nature of the Property, Plaintiffs do not have adequate remedies at law.

35. Therefore, the Court should order specific performance of the Agreement.

36. Plaintiffs are therefore entitled to judgment as set forth below in the Prayer for Relief.

**SECOND CAUSE OF ACTION**

**(Alternative Claim – Partition Against LeeRoy, Lou Ann, Doug, Annette, and Linda)**

37. Plaintiffs incorporate by this reference the allegations set forth above as if fully set forth herein.

38. Plaintiffs' principal claim is for specific performance of the Agreement. However, in the event the Court determines that the Agreement cannot be enforced for any reason, Plaintiffs assert a claim to partition the TIC Property.

39. In the event the TIC Property cannot be partitioned without great prejudice, the Property should therefore be sold in accordance with commercially reasonable practices to obtain the highest value possible, with the proceeds to be used to pay the general costs of this action, all costs of reference, if any, with the residue to be distributed to the owner(s) of the TIC Property.

40. Plaintiffs are therefore entitled to judgment as set forth below in the Prayer for Relief.

**THIRD CAUSE OF ACTION**  
**(Accounting Against LeeRoy)**

41. Plaintiffs incorporate by this reference the allegations set forth above as if fully set forth herein.

42. LeeRoy and Ray were co-trustees of the William Farrell Trust.

43. The William Farrell Trust owned and disposed of substantial real property that was owned by William. Four lots were sold to pay off debt secured by trust property. Forty acres were sold, and the net proceeds were split evenly between Steven, LeeRoy, and Ray.

44. Steven is a beneficiary of the William Farrell Trust.

45. Steven has requested a copy of the William Farrell Trust, and LeeRoy has refused to provide it.

46. LeeRoy has also never provided an accounting of the William Farrell Trust.

47. The Court should order LeeRoy to provide Steven with a copy of the William Farrell Trust and an accounting thereunder.

48. Plaintiffs are therefore entitled to judgment as set forth below in the Prayer for Relief.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

1. For an order directing specific performance of the Agreement.
2. Alternatively, for an order that the TIC Property be portioned or sold for the benefit of each tenant in common, with appropriate equitable adjustments, including consideration of the five acres previously provided to Ray.
3. For an accounting of the William Farrell Trust.

4. For an award of attorneys' fees and costs, to the extent permitted by law.
5. For such other and further relief as the Court deems just and equitable under the circumstances.

DATED this 24th day of February, 2020.

BENNETT TUELLER JOHNSON & DEERE

/s/ Joshua L. Lee

Steve M. Tumblin

Joshua L. Lee

*Attorneys for Plaintiffs*