

Ent 110266 Bk 280 Pg 1404
Date: 28-SEP-2009 3:16PM
Fee: \$24.00 Check
Filed By: LRH
BRENDA NELSON, Recorder
MORGAN COUNTY
For: STEINER & SCHMIDT PLLC

Gregory J. Schmidt, Bar #7616
Steiner & Schmidt, PLLC
4567 Holladay Boulevard
Salt Lake City, Utah 84117
Tel. (801) 424-5280 Fax (801) 424-5281
Attorneys for the Plaintiff

IN THE SECOND JUDICIAL DISTRICT COURT
MORGAN COUNTY, STATE OF UTAH

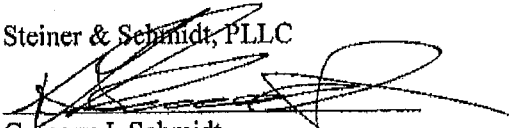
<p>Lazy H Ranch, LLC, a Utah limited liability company</p> <p>Plaintiff,</p> <p>vs.</p> <p>Gail C. Sanders & Doris C. Sanders, Trustees of the Gail C. Sanders Family Living Trust, and Gail and Doris Sanders Enterprises, L.C., a Utah limited liability company.</p> <p>Defendant(s).</p>	<p>LIS PENDENS</p> <p>CIVIL# <u>090500099</u></p> <p>Judge: <u>Morris</u></p>
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Notice is hereby given that the above-entitled matter has been filed with the Second Judicial District Court in Morgan County, Utah. The above-entitled matter includes causes of action for quiet title and declaratory judgment, Breach of Contract: Breach of Warranties in Deed, and Breach of Contract: Interference with Easement, by which Plaintiff claims an interest in certain real property located in the County of Morgan, State of Utah, and more particularly describes as follows:

Those parcels described in an "Exchange Agreement" between the Parties hereto, dated March 28, 2005 and recorded on March 31, 2005 as Entry No. 098903 in Book No. 215 Page No. 0638, in Morgan County, State of Utah and attached hereto as "Exhibit A".

Dated this 28th day of September, 2009.

Steiner & Schmidt, PLLC


Gregory J. Schmidt
Attorney for Plaintiff

STATE OF UTAH)
 Morgan) :ss
COUNTY OF ~~SALT LAKE~~)

Subscribed and sworn to before me this 28 day of September, 2009.


NOTARY PUBLIC

Plaintiff's Address: 4571 S. Holladay Blvd
Holladay, UT 84117

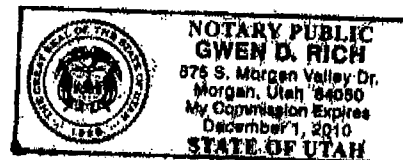


EXHIBIT A

When recorded, return to
Lazy H Ranch, LLC
P.O. Box 171139
Salt Lake City, Utah 84117

038503 115 P 0638
Date 31-Mar-2005 2:51pm
Fees \$2.00 Check
BRENDA NELSON, Recorder
Filed by NLS
For GAIL SANDERS
MORGAN COUNTY

BOUNDARY ADJUSTMENT AND EXCHANGE AGREEMENT (Including Special Warranty Deeds)

This Exchange Agreement is made and entered into as of the 28 day of March, 2005, by and between Gail C. Sanders and Doris C. Sanders, Trustees of the Gail C. Sanders Family Living Trust dated June 6, 1988, of 4724 South Highway 66, Morgan, Utah 84050-9694 (collectively, "Sanders"), and Lazy H Ranch, LLC, a Utah limited liability company of 4569 South Holladay Boulevard, P.O. Box 171139, Salt Lake City, Utah 84117 ("Lazy H").

Recitals

A. Lazy H is the owner of real property located in Morgan County, Utah (the "Lazy H Ranch"), including the parcel more particularly described in Exhibit A, attached hereto and made a part hereof (the "Lazy H Parcel").

B. Sanders is the owner of real property in Morgan County, Utah (the "Sanders Ranch") located adjacent to the Lazy H property, including the parcel more particularly described in Exhibit B, attached hereto and made a part hereof (the "Sanders Parcel").

C. The parties desire to enter into this Agreement for the purpose of exchanging the Lazy H Parcel and the Sanders Parcel for the purpose of adjusting the boundaries between their respective properties and configuring their respective properties in a more manageable fashion.

Agreement

In consideration of the mutual promises and benefits contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Conveyance of Lazy H Parcel. Lazy H hereby conveys the Lazy H Parcel to Sanders, warranting title against the claims of all persons claiming by, through or under Lazy H, but not otherwise; subject to all easements, covenants, restrictions, rights of way and reservations of record or visible upon the ground and to taxes for the year 2005.

2. Conveyance of Sanders Parcel. Sanders hereby conveys the Sanders Parcel to Lazy H, warranting title against the claims of all persons claiming by, through or under Sanders, but not otherwise; subject to all easements, covenants, restrictions, rights of way and reservations of record or visible upon the ground and to taxes for the year 2005.

3. Easements and Restrictions on Existing Road. The parties acknowledge that access to their respective ranches is provided by an existing private road which approximately follows the adjusted boundary between the ranches in Sections 12 and 13, Township 2 North, Range 2 East, S.L.M. (the "Existing Road"). Lazy H hereby grants to Sanders a perpetual easement upon and across the Existing Road (to the extent the Existing Road is located on the Lazy H Ranch following the adjustment of the boundaries between the Lazy H Ranch and the Sanders Ranch as provided herein) for ingress and egress to the Sanders Ranch. Sanders hereby grants to Lazy H a perpetual easement upon and across the Existing Road (to the extent the Existing Road is located on the Sanders Ranch following the adjustment of the boundaries between the Lazy H Ranch and the Sanders Ranch as provided herein) for ingress and egress to the Lazy H Ranch. The road easements granted herein are appurtenant to the parties' respective properties and are for the benefit of and limited to the parties and the parties' successors and assigns as owners of all or portions of the Sanders Ranch and the Lazy H Ranch, and their respective invitees. No right or interest in such road easements may be assigned except to the parties' successors and assigns as owners of interests in the parties' respective properties. No rights are created by this Agreement in or for the benefit of the general public or any other third party.

4. Maintenance, Improvement and Replacement of Existing Road. Sanders and Lazy H agree, as covenants running with and benefiting the Sanders Ranch and the Lazy H Ranch, to equally share the cost of maintaining the Existing Road in Sections 12 and 13. In addition, at such time as Sanders elects to improve and/or relocate portions of the Existing Road in Sections 12 and 13 to facilitate access and minimize problems caused by flooding, the parties will equally share the cost of improving and/or relocating portions of the road along its current alignment or along a mutually acceptable revised alignment, generally along their common boundary in Sections 12 and 13, and each party will continue to enjoy all of the rights and privileges provided to the Existing Road by this agreement.

5. Mutual Indemnities. Each party agrees to indemnify and defend the other party and to hold the other party harmless from and against any claims (including costs and attorneys' fees) for death, personal injury or property damage to the indemnifying party or its beneficiaries, managers, members, officers, employees, contractors, agents, guests and other invitees arising from or relating to their use of the Existing Road or any future improvement or relocation of the Existing Road; provided, however, that the foregoing indemnity shall not apply to any claim arising from the negligence or the intentional acts of the indemnified party or its beneficiaries, managers, members, officers, employees, contractors, agents, guests or other invitees.

6. Use and Occupancy of Properties. Each party agrees not to use or occupy the property of the other party or to herd or graze livestock on the property of the other party (other than movement of livestock along the road) following the boundary adjustment implemented by this Agreement; provided, however, that so long as neither party has fenced its own property in the vicinity of the adjusted boundary, it will not assert any claim for grazing fees, rent, trespass, damages, prescriptive use or any other similar claim against the other party as a result of livestock which may cross the boundary from time to time. Each party reserves the right to fence its property in a manner that does not unreasonably interfere with the use of the Existing Road or any future improvement or relocation to the Existing Road by the other party. Each party agrees to provide keys or lock combinations to the other party in the event it ever places or maintains locked gates across the Existing Road at any point.

7. Complete Agreement. This Agreement constitutes the complete agreement of the parties with respect to the subject matter hereof, and supersedes all prior statements, negotiations and understandings with respect thereto.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

9. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

In witness whereof, this Agreement has been executed effective as of the day and year first above written.

Gail C. Sanders
Gail C. Sanders, Trustee of the Gail C. Sanders
Family Living Trust dated June 6, 1988

Doris C. Sanders
Doris C. Sanders, Trustee of the Gail C. Sanders
Family Living Trust dated June 6, 1988

LAZY H RANCH, LLC,
a Utah limited liability company

By J. Floyd Hatch, Manager
J. Floyd Hatch, Manager

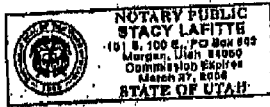
By Carol L. Hatch, Manager
Carol L. Hatch, Manager

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0989031 21370640

STATE OF UTAH)
COUNTY OF Morgan) ss.

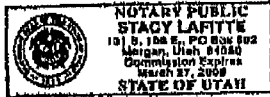
The foregoing instrument was acknowledged before me this 31 day of March, 2005 by Gail C. Sanders, Trustee of the Gail C. Sanders Family Living Trust dated June 6, 1988.



Stacy Lafitte
Notary Public

STATE OF UTAH)
COUNTY OF Morgan) ss.

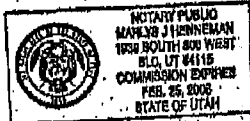
The foregoing instrument was acknowledged before me this 31 day of March, 2005 by Doris C. Sanders, Trustee of the Gail C. Sanders Family Living Trust dated June 6, 1988.



Stacy Lafitte
Notary Public

STATE OF UTAH)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this 27 day of March, 2005 by J. Floyd Hatch, Manager of Lazy H Ranch, LLC, a Utah limited liability Company.

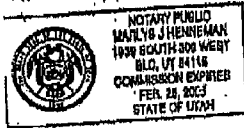


Marlys J. Henneman
Notary Public

4- 028803 215 10641

STATE OF UTAH)
) ss.
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 25th day of March, 2003 by Carol L. Hatch, Manager of Lazy H Ranch, LLC, a Utah limited liability Company.



Mark L. J. Hennehan
Notary Public

-5-

0889031 21310642

EXHIBIT A

Large II Parcel

A parcel of land located in the Northwest Quarter of Section 13, Township 2 North, Range 2 East, Salt Lake Base and Meridian, Morgan County, Utah.

Beginning at the Northwest Corner of said Section 13; thence South 89°52'12" West 2689.19 feet along the Section line to the Right Hand Fork of Sheep Creek; thence along the centerline of said Creek the following twenty six (26) courses: (1) South 53°20'44" West 138.35 feet; (2) South 18°58'54" West 92.01 feet; (3) South 54°25'48" West 364.58 feet; (4) South 27°22'43" West 349.06 feet; (5) South 18°17'01" West 303.53 feet; (6) South 55°01'31" West 166.02 feet; (7) North 84°33'47" West 286.96 feet; (8) North 72°50'04" West 156.61 feet; (9) South 61°50'12" West 86.41 feet; (10) South 23°58'34" West 133.91 feet; (11) South 34°26'27" East 51.76 feet; (12) South 11°19'01" West 346.61 feet; (13) South 06°20'39" West 221.59 feet; (14) South 34°36'34" West 191.60 feet; (15) South 52°40'50" West 533.69 feet; (16) South 27°04'27" West 127.02 feet; (17) South 04°48'40" West 291.95 feet; (18) South 11°59'01" East 366.89 feet; (19) South 30°41'36" East 186.55 feet; (20) South 11°52'01" West 238.45 feet; (21) South 21°10'25" West 271.17 feet; (22) South 40°45'51" West 233.34 feet; (23) South 47°16'43" West 292.56 feet; (24) South 64°13'06" West 181.29 feet; (25) South 55°27'16" West 148.64 feet; (26) South 34°52'49" West 98.30 feet to the Section Line; thence North 00°11'34" East 4480.60 feet along said Section Line to the point of beginning.

(Containing 118.3 acres more or less.)

Tax Parcel No: _____

E 0089033 215 0642

EXHIBIT B

Sanders Parcel

A parcel of land located in the Southeast Quarter of Section 12, Township 2 North, Range 2 East, Salt Lake Base and Meridian, Morgan County, Utah.

Beginning at the Southeast Corner of said Section 12, thence South 89°43'43" West 2664.92 feet along the Section line to the Right Hand Fork of Sheep Creek, thence along the centerline of said Creek the following twenty six (26) courses: (1) North 44°59'11" East 393.19 feet; (2) North 18°42'36" East 317.73 feet; (3) North 40°42'07" East 174.05 feet; (4) North 50°35'59" East 144.33 feet; (5) North 22°02'37" East 536.96 feet; (6) North 03°15'45" West 405.05 feet; (7) North 50°12'45" East 72.35 feet; (8) North 79°42'06" East 103.59 feet; (9) North 38°15'06" East 97.28 feet; (10) North 04°09'44" West 127.66 feet; (11) North 59°03'09" East 81.03 feet; (12) North 26°34'47" East 212.25 feet; (13) North 49°29'35" East 188.89 feet; (14) North 26°34'47" East 82.83 feet; (15) North 70°18'13" East 164.84 feet; (16) North 42°49'35" East 266.50 feet; (17) North 15°57'18" East 101.12 feet; (18) North 51°48'49" East 318.28 feet; (19) North 07°17'37" East 200.71 feet; (20) North 34°13'58" East 140.00 feet; (21) North 47°22'43" East 227.12 feet; (22) North 42°19'13" East 313.08 feet; (23) North 51°47'02" East 291.88 feet to the Section Line; thence South 00°01'53" East 3814.54 feet along said Section Line to the point of beginning.

(Containing 129.5 acres more or less.)

Tax Parcel No. _____

028021 215 0644



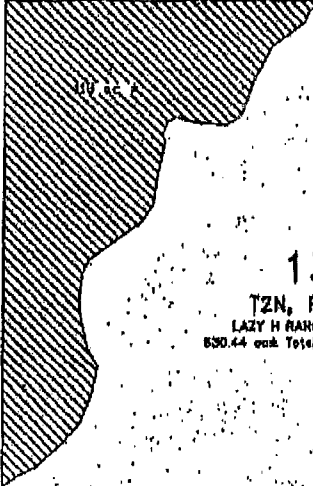
12
T2N, R2E

SANDERS

POINT LAND ROAD
400' CORNER
125' CORNER

112
63.41 ac

114
68.98 ac



13

T2N, R2E
LAZY H RANCH LLC
630.44 ac Total for Section 13

7
BENTONVILLE
133.0 ac Total for Section 13
30.88 ac 41.88 ac

8
BENTONVILLE
30.77 ac

9
LAZ
483.9

10
BENTONVILLE
30.88 ac

11

12

13

1 0 2 8 9 0 3 1 2 1 5 1 0 0 4 3