

After recording, return to:  
Lazy H Ranch, LLC  
P.O. Box 171139  
Salt Lake City, UT 84117

Ent 137606 Bk 325 Pg 1334  
Date: 17-MAR-2016 1:46:45PM  
Fees \$27.00 Check  
Filed By: LRH  
DRENDA NELSON, Recorder  
MORGAN COUNTY  
For: MOUNTAIN VIEW TITLE & ESCROW IN  
C

## RECONVEYANCE AND EASEMENT AGREEMENT

THIS AGREEMENT is entered into as of the 21<sup>st</sup> day of FEB, 2016, but shall be effective as of March 28, 2005, by and between the undersigned.

WHEREAS, Gail C. Sanders and Doris C. Sanders, Trustees of the Gail C. Sanders Family Living Trust dated June 6, 1988 and Lazy H Ranch, LLC entered into that Boundary Adjustment and Exchange Agreement dated March 28, 2005 and recorded March 31, 2005 in Book 215, Page 638, as Entry No. 098903, with the intent to cross-convey portions of their respective properties in the following lands:

Township 2 North, Range 2 East, SLM

Section 12: All

Section 13: All

01-002-019, 00-0000-1105  
01-002-020, 00-0000-1113

WHEREAS, the Boundary Adjustment and Exchange Agreement contained certain errors in the legal description for the Lazy H Parcel described on Exhibit A thereto, which errors were identified in that Affidavit by Mark N. Gregory, a Licensed Professional Land Surveyor dated October 29, 2008 and recorded November 5, 2008 in Book 271, Page 845, as Entry No. 114427.

WHEREAS, Gail C. Sanders and Doris C. Sanders, Trustees of the Gail C. Sanders Family Living Trust dated June 6, 1988 have conveyed all of their interest in Section 12, Township 2 North, Range 2 East, SLM to Gail and Doris Sanders Enterprises, L.C. by that Quitclaim Deed dated November 29, 1997 and recorded December 1, 1997 in Book 132, Page 517, as Entry No. 074153.

WHEREAS, Gail and Doris Sanders Enterprises, L.C. entered into that Contract for Deed dated effective March 1, 2015 and recorded February 26, 2015 in Book 317, Page 1769, as Entry No. 134207, as corrected by that Corrective Contract for Deed recorded 11 February, 2016 in Book 325, Page 206, as Entry No. 137354, wherein it agreed to convey all of its interest in Section 12, Township 2 North, Range 2 East, SLM, to Sanders Properties LLC upon the completion of certain payments described therein.

WHEREAS, the undersigned now desire to: (i) reconvey any right, title, or interest that they acquired by virtue of the Boundary Adjustment and Exchange Agreement as if the parties never entered into the agreement; and (ii) immediately thereafter, to cross-convey easements on certain existing roads to ensure that the parties have continual access to their respective

properties.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Reconveyance. Gail C. Sanders and Doris C. Sanders, Trustees of the Gail C. Sanders Family Living Trust dated June 6, 1988, Gail and Doris Sanders Enterprises, L.C., and Sanders Properties LLC (collectively, the "Sanders Parties") hereby convey to Lazy H Ranch, LLC and Lazy H Ranch, LLC hereby conveys to Gail and Doris Sanders Enterprises, L.C. any right, title, and interest acquired by the Boundary Adjustment and Exchange Agreement, warranting title against the claims of all persons claiming by, through, or under each respective party, but not otherwise; subject to all easements, covenants, restrictions, rights-of-way, and reservations of record or visible on the ground.

2. Grant of Easements on Existing Roads. The undersigned acknowledge that access to their respective properties is provided by two existing private roads. The "Right Hand Fork, Sheep Canyon Road" traverses through Sections 12 and 13, Township 2 North, Range 2 East, SLM, approximately following the adjusted boundary created by the Boundary Adjustment and Exchange Agreement. The "West Ridge Road" traverses the southeast corner of Section 12, Township 2 North, Range 2 East, SLM. The Sanders Parties hereby grant to Lazy H Ranch, LLC a perpetual easement upon and across the Right Hand Fork, Sheep Canyon Road and the West Ridge Road (to the extent that such roads are located on the Sanders Parties' property) for ingress and egress and Lazy H Ranch, LLC hereby grants to Gail and Doris Sanders Enterprises, L.C. a perpetual easement upon and across the Right Hand Fork, Sheep Canyon Road (to the extent that such road is located on Lazy H Ranch, LLC's property) for ingress and egress. The road easements granted herein shall be appurtenant to the parties' respective properties and are for the benefit of and limited to the parties and the parties' successors and assigns and their respective invitees. No right or interest in such road easements may be assigned except to the parties' successors and assigns. No rights are created by this Agreement in or for the benefit of the general public or any third party.

3. Maintenance, Improvement, and Replacement of Existing Roads. The Sanders Parties and Lazy H Ranch, LLC agree, as covenants running with and benefitting their respective properties, to maintain the existing roads to the extent the existing roads are located on their respective properties. The parties shall use their reasonably best efforts to facilitate access to the other's property on the existing roads and to maintain them as working ranch roads in their present condition.

4. 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 roads or any future improvement or relocation of the existing roads; 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, and other invitees.

5. 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). Each party reserves the right to fence its property in a manner that does not unreasonably interfere with the use of the existing roads or any future improvement or relocation of the existing roads. 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 roads at any point.

6. 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.

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

8. 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.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes and shall be binding upon all parties executing the same or a counterpart hereof.

GAIL C. SANDERS FAMILY LIVING TRUST DATED JUNE 6, 1988

Gail C. Sanders  
By Gail C. Sanders, Trustee

Doris C. Sanders  
By Doris C. Sanders, Trustee

GAIL AND DORIS SANDERS ENTERPRISES, L.C.

Gail C. Sanders  
By Gail C. Sanders, Manager

Doris C. Sanders  
By Doris C. Sanders, Manager

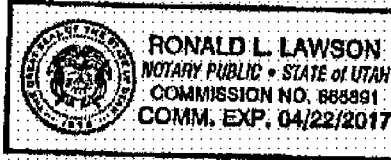
SANDERS PROPERTIES LLC

Bruce C. Sanders  
By Bruce C. Sanders, Manager

STATE OF UTAH )  
COUNTY OF MORGAN ) ss.

This Agreement was acknowledged before me this 1<sup>st</sup> day of FEB, 2016, by Gail C. Sanders and Doris C. Sanders as Trustees of the Gail C. Sanders Family Living Trust dated June 6, 1988.

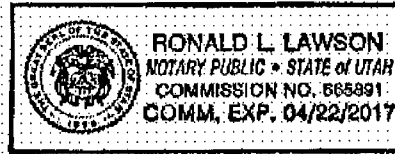
Ronald L. Lawson  
Notary Public



STATE OF UTAH )  
COUNTY OF MORGAN ) ss.

This Agreement was acknowledged before me this 1<sup>st</sup> day of FEB, 2016, by Gail C. Sanders and Doris C. Sanders as Managers of Gail and Doris Sanders Enterprises, L.C.

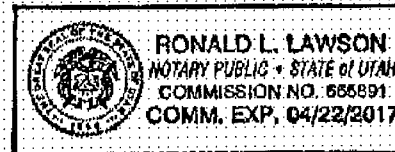
Ronald L. Lawson  
Notary Public



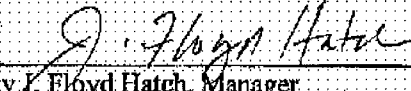
STATE OF UTAH )  
COUNTY OF MORGAN ) ss.

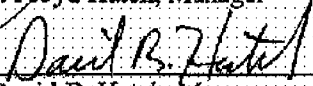
This Agreement was acknowledged before me this 1<sup>st</sup> day of FEB, 2016, by Bruce C. Sanders as Manager of Sanders Properties LLC.

Ronald L. Lawson  
Notary Public



LAZY H RANCH, LLC

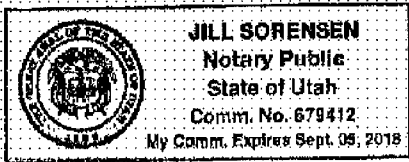
  
By J. Floyd Hatch, Manager

  
By David B. Hatch, Manager

  
By Carol L. Hatch, Manager

STATE OF Utah )  
COUNTY OF Galt Lake ) ss.

This Ratification was acknowledged before me this 22nd day of February, 2016, by J. Floyd Hatch, Carol L. Hatch, and David B. Hatch as Managers of Lazy H Ranch, LLC.



*Jill Sorensen*

Notary Public

8331590.3