

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

E 028903 B 215 P 0638
Date 31-MAR-2005 2:51pm
Fee: 25.00 Check
BRENDA NELSON, Recorder
Filed By NPS
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 Sander's 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

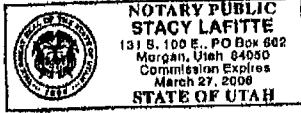
LAZY H RANCH, LLC,
a Utah limited liability company

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

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

STATE OF UTAH)
)
) SS.
COUNTY OF Morgan

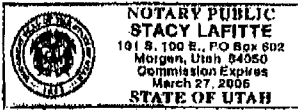
The foregoing instrument was acknowledged before me this 31 day of March, 2005 by Gail C. Sanders, Trustee of the Gail C. Sanders Family Living Trust dated June 6, 1988.



Stacy Lafitte
Notary Public

STATE OF UTAH)
)
) SS.
COUNTY OF Morgan

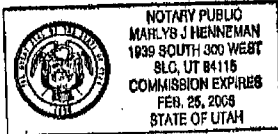
The foregoing instrument was acknowledged before me this 31 day of March, 2005 by Doris C. Sanders, Trustee of the Gail C. Sanders Family Living Trust dated June 6, 1988.



Stacy Lafitte
Notary Public

STATE OF UTAH)
)
) SS.
COUNTY OF _____

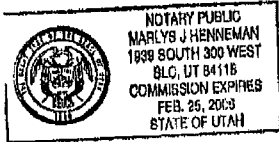
The foregoing instrument was acknowledged before me this 28th day of March, 2005 by J. Floyd Hatch, Manager of Lazy H Ranch, LLC, a Utah limited liability Company.



Marlys J. Henneman
Notary Public

STATE OF UTAH)
)
COUNTY OF Utah) ss.

The foregoing instrument was acknowledged before me this 28th day of March, 2005 by Carol L. Hatch, Manager of Lazy H Ranch, LLC, a Utah limited liability Company.



Marlys J. Henneman
Notary Public

EXHIBIT A

Lazy H 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 098903 B 215 P 0643

EXHIBIT B

Sanders Parcel

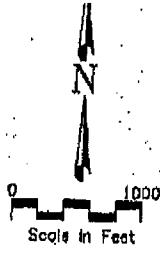
A parcel of land located in the Southeast Quarter of Section 12, Township 2 North, Range 2 East, Salt Lake Base and Meridian, Morgan County, Utah.

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.)

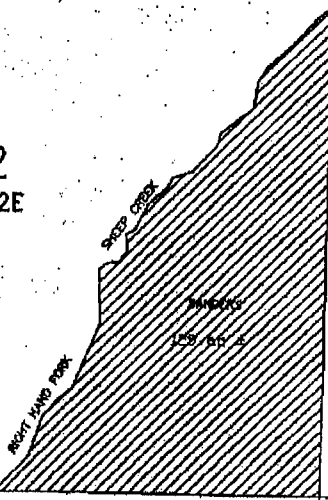
Tax Parcel No. _____

E 098903 B 215 P 0644



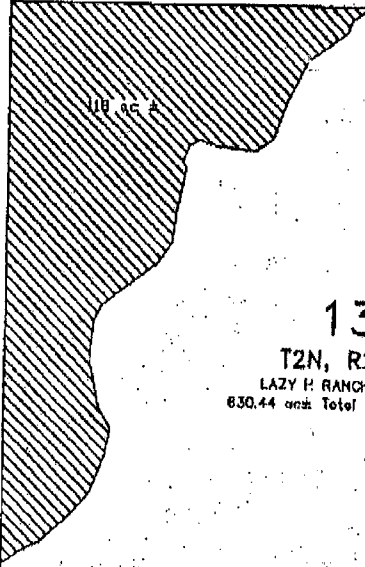
12
T2N, R2E

SANDERS



112
63.41 ac

114
62.98 ac



13
T2N, R2E
LAZY H RANCH LLC
830.44 acs: Total for Section 13

4 BERTAGNOLE 3
133.0 acs: Total for Section 12
30.88 ac 41.58 ac

5 BERTAGNOLE
30.77 ac

8 LAZ
483.0

12 BERTAGNOLE
30.88 ac

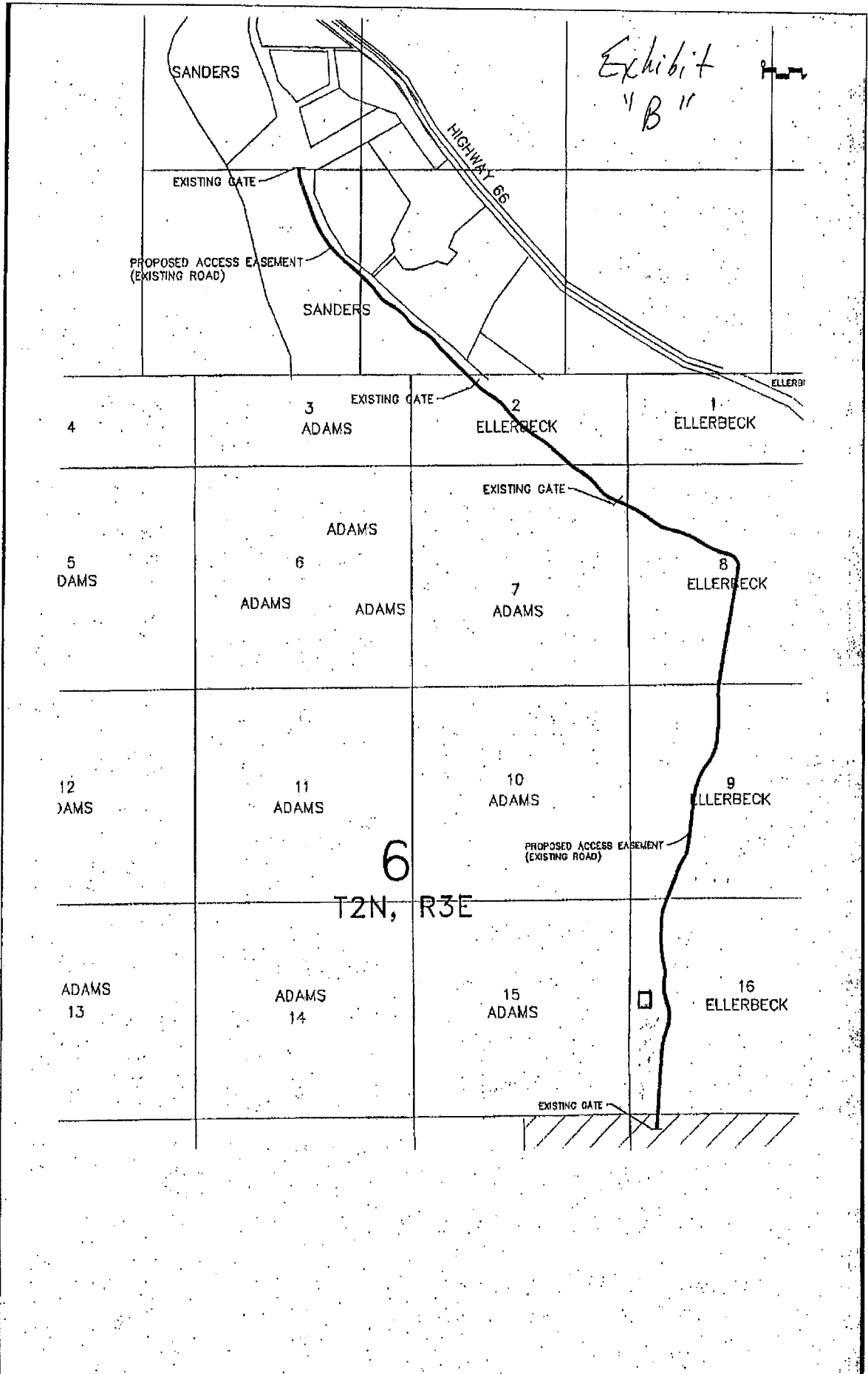
11

13

14

E 098903 B 215 P 0645

Exhibit
"B"



SANDERS

EXISTING GATE

PROPOSED ACCESS EASEMENT
(EXISTING ROAD)

SANDERS

HIGHWAY 66



ELLERBECK

4

3
ADAMS

EXISTING GATE

2
ELLERBECK

1
ELLERBECK

5
DAMS

ADAMS

EXISTING GATE

6
ADAMS
ADAMS

7
ADAMS

8
ELLERBECK

12
DAMS

11
ADAMS

10
ADAMS

9
ELLERBECK

6

T2N, R3E

PROPOSED ACCESS EASEMENT
(EXISTING ROAD)

ADAMS
13

ADAMS
14

15
ADAMS

16
ELLERBECK

EXISTING GATE

