

00 V 9361 U

When recorded return to:
Ms. Adele Lucas
Wal-Mart Stores, Inc.
2001 S.E. 10th Street
Bentonville, AR 72712-6489

ENTRY 2000001234
BOOK 726 PAGE 130-148 \$46.00
09-MAR-00 01:46
RANDY SIMMONS
RECORDER, UTAH COUNTY, UTAH
TOWN AND COUNTRY TITLE COMPANY
PO BOX 1530 VERNAL UT 84078
REC BY: RUTH DUNN , DEPUTY

ENTRY 2000001234
BOOK 726 PAGE 130

Vernal, UT

RECIPROCAL EASEMENT AGREEMENT, CONVEYANCE AND QUITCLAIM

This Reciprocal Easement Agreement, Conveyance and Quitclaim ("Agreement") is made this 10th day of Feb, 2000 by and between **PITT ROOFING & CONSTRUCTION, INC.** ("Pitt") and **WAL-MART STORES, INC.**, a Delaware corporation ("Wal-Mart").

RECITALS:

Pitt is the owner of that certain real property legally described on Exhibit A attached hereto and incorporated herein by this reference (the "Pitt Property");

Wal-Mart is the owner of that certain real property legally described on Exhibit B attached hereto and incorporated herein by this reference (the "Wal-Mart Property"); and

The parties wish to grant certain easements to one another.

Wal-Mart wishes to convey to Pitt the portion of the Wal-Mart Property described in Exhibit I to Exhibit F attached hereto and incorporated herein by this reference (the "Conveyance Property").

NOW, THEREFORE, in consideration of the premises and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENTS:

1. Accuracy of the Recitals: The parties hereby acknowledge the accuracy of the Recitals.

2. Grant of Easements.

(a) Pitt hereby grants and conveys to Wal-Mart for the benefit of Wal-Mart and the Wal-Mart Property, a perpetual non-exclusive easement for vehicular and pedestrian ingress and egress over and on the shaded areas depicted on Exhibit C-1 attached

hereto and incorporated herein by this reference and legally described on Exhibit D attached hereto and incorporated herein by this reference (the "Pitt Easement Areas").

(b) Wal-Mart hereby grants and conveys to Pitt ^{of Pitt AND ITS SUCCESSORS} for the benefit of Pitt and the Pitt Property, a perpetual non-exclusive easement for vehicular and pedestrian ingress and egress over and on the shaded areas depicted on Exhibit C-2 and C-3 which are legally described on Exhibit E-1 and E-2 respectively, each of which is attached hereto and incorporated herein by this reference (the "Wal-Mart Easement Areas").

3. Maintenance of the Easement Areas.

(a) ^{del 2} Pitt shall ^{del 3} at all times maintain the Pitt Easement Areas ~~cross-hatched on Exhibit C-1 hereof in good condition and repair.~~ Wal-Mart shall at all times maintain the balance of the Pitt Easement Areas and the Wal-Mart Easement Areas in good condition and repair. The maintenance shall include but not be limited to:

(i) Maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability;

(ii) Removing all papers, mud and sand, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

(iii) Placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines;

(iv) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required; and

(v) Maintaining, mowing, weeding, trimming and watering all landscaped areas and making such replacements of shrubs and other landscaping as is necessary.

^{del 3} (b) ~~In the event Pitt fails to so maintain the Pitt Easement Areas, Wal-Mart shall have the right to perform the required maintenance on the Pitt Easement Areas and Pitt shall promptly reimburse Wal-Mart for the expense thereof.~~

4. Construction of Improvements. Wal-Mart, at its sole cost and expense, shall have the sole right to construct improvements on both the Pitt Easement Areas and the Wal-Mart Easement Areas. The scope and extent of such improvements shall be determined by Wal-Mart in its sole discretion. Wal-Mart shall commence construction of said improvements simultaneously with its commencement of the construction of its store on the Wal-Mart Property. During the construction of said improvements, Wal-Mart, at its sole cost and expense, shall install a temporary security fence along the west side of the Pitt Property.

5. Removal of Improvements. In connection with the construction of the improvements referenced in Section 4 above, Wal-Mart at its sole cost and expense shall remove and relocate (or replace at Wal-Mart's option) the existing fence and light poles currently located

in the Pitt Easement Areas. Said fence and light poles shall be relocated onto a portion of the Pitt Property which is not a part of the Pitt Easement Areas. The exact site of the relocation shall be mutually agreed to by the parties. Pitt shall, at its sole cost and expense, remove the ground tank and dispenser pump currently located on the Pitt Easement Areas. Said removal shall be undertaken and completed within 10 days of Pitt's receipt of written notice from Wal-Mart that said removal must be commenced.

6. Conveyance. Upon the execution of this Agreement by Pitt, Wal-Mart shall convey the Conveyance Property to Pitt by executing and delivering to Pitt a Special Warranty Deed in the form attached hereto as Exhibit F. ^{cy} The conveyance shall be made on an "AS IS" "WHERE IS" "WITH ALL FAULTS" basis. Wal-Mart shall cause Fidelity National Title Insurance Company (the "Title Company") to issue to Pitt an ALTA Standard Owners Title Insurance Policy in the amount of \$25,000.00 insuring Pitt's ownership of the Conveyance Property subject only to those exceptions to title contained in the title policy issued by the Title Company applicable to the Wal-Mart Property.

7. Quitclaim. Except for the Conveyance Property and the easement granted herein over the Wal-Mart Easement Areas, Pitt hereby quitclaims all right, title and interest in may have in the Wal-Mart Property to Wal-Mart, including without limitation any interest arising through prescription or adverse possession, ^{cy} EXCEPT AS TO THOSE RIGHTS GRANTED TO PITT IN SECTION 2.b.

8. Running With the Land/Binding Effect. The easements granted herein shall be appurtenant to and run with the land thereby benefited and burdened. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which in the aggregate shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

PITT ROOFING & CONSTRUCTION, INC.

By *Atty Kelly*
Its *President*

^{cy}
~~THE~~ PITT AGREES TO ACCEPT SAID SPECIAL WARRANTY DEED ON ITS APPROVAL OF A PRELIMINARY TITLE REPORT.

WAL-MART STORES, INC., a Delaware corporation

By Robert M. Bedard

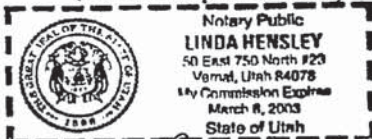
Its Assistant Vice President

State of Utah

County of Utah

The foregoing instrument was acknowledged before me this 10th day of February, ~~1999~~ ²⁰⁰⁸, by Amy Galley, the President of Pitt Roofing & Construction, Inc., a(n) Utah corporation, on behalf of the corporation.

(Seal and Expiration Date)



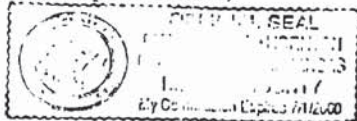
Linda Hensley
Notary Public

State of Arkansas

County of Benton

The foregoing instrument was acknowledged before me this 21st day of February, ~~1999~~ ²⁰⁰⁸, by ROBERT M. BEDARD, the ASST. VICE PRES. of Wal-Mart Stores, Inc., a Delaware corporation, on behalf of the corporation.

(Seal and Expiration Date)



Bianca Maria Thornton
Notary Public

Approved as to legal terms only
By [Signature]
WAL-MART LEGAL TEAM
Date 2-21-08

EXHIBIT A
LEGAL DESCRIPTION

Identification: Pitt Roofing & Construction, Inc. Tract
Located in the SE ¼, Section 28
T 4 S, R 21 E, Salt Lake Base & Meridian
Vernal, Uintah County, Utah

Owner: Pitt Roofing & Construction, Inc. Tract

A piece, parcel or tract of land located in the Southeast Quarter of Section 28, Township 4 South, Range 21 East of the Salt Lake Base & Meridian, Vernal, Uintah County, Utah, and being more particularly described as follows:

Beginning at a point which lies on the southerly right-of-way line of U.S. Highway 40, said point being the most westerly corner of the Wal-Mart tract and is located South 70°09'43" West at a distance of 2510.74 feet from the East Quarter corner of said Section 28 (deed South 881.47 feet and West 2396.31 feet from the East Quarter corner);

Thence South 46°00'53" East for a distance of 180.05 feet (deed South 59°09'42" East - 180.05 feet);

Thence South 0°45'47" East for a distance of 413.96 feet (deed South 01°47'11" East - 414.06 feet);

Thence South 88°08'19" West for a distance of 200.47 feet (deed South 88°12'49" West - 200.59 feet);

Thence North 2°23'29" West for a distance of 254.97 feet (deed North 02°18'47" West - 255.09 feet);

Thence North 46°00'53" West for a distance of 147.26 feet to a point on the southerly right-of-way line of said U.S. Highway 30 (deed North 59°09'42" West - 152.32 feet);

Thence North 43°59'07" East along said right-of-way line for a distance of 261.93 feet to the point of beginning (deed North 44°07'45" East - 250.00 feet).

The above described tract contains an area of 2.557 acres, more or less, and is subject to any rights-of-way and/or easements which have been legally acquired. The basis of bearing for said parcel is South 01°40'21" East along the east line of the southeast quarter of said Section 28.

EXHIBIT B

Legal Description

WAL-MART TRACT

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A tract of land located in the Northwest Quarter of the Southeast Quarter of Section 28, Township 4 South, Range 21 East of the Salt Lake Meridian being more particularly described as follows: Beginning at a point located on the East line of the Northwest Quarter Southeast Quarter of Section 28, Township 4 South, Range 21 East, Salt Lake Base and Meridian, said point being located South 2°01'50" East at a distance of 549.31 feet from the Northeast corner of the said Northwest Quarter Southeast Quarter and running thence South 2°01'50" East along the East line of the said Northwest Quarter Southeast Quarter for a distance of 771.56 feet; thence South 88°08'19" West for a distance of 932.88 feet along the South line said Northwest Quarter Southeast Quarter to a point 400.59 feet East of the Southwest corner said Northwest Quarter Southeast Quarter; thence North 0°45'47" West for a distance of 413.96 feet; thence North 46°00'53" West for a distance of 180.05 feet to the Southeasterly right-of-way line of U.S. Highway 40; thence North 43°59'07" East along said right-of-way line for a distance of 710.32 feet; thence South 46°00'53" East for a distance of 200.00 feet; thence South 74°45'32" East for a distance of 417.60 to the point of beginning.

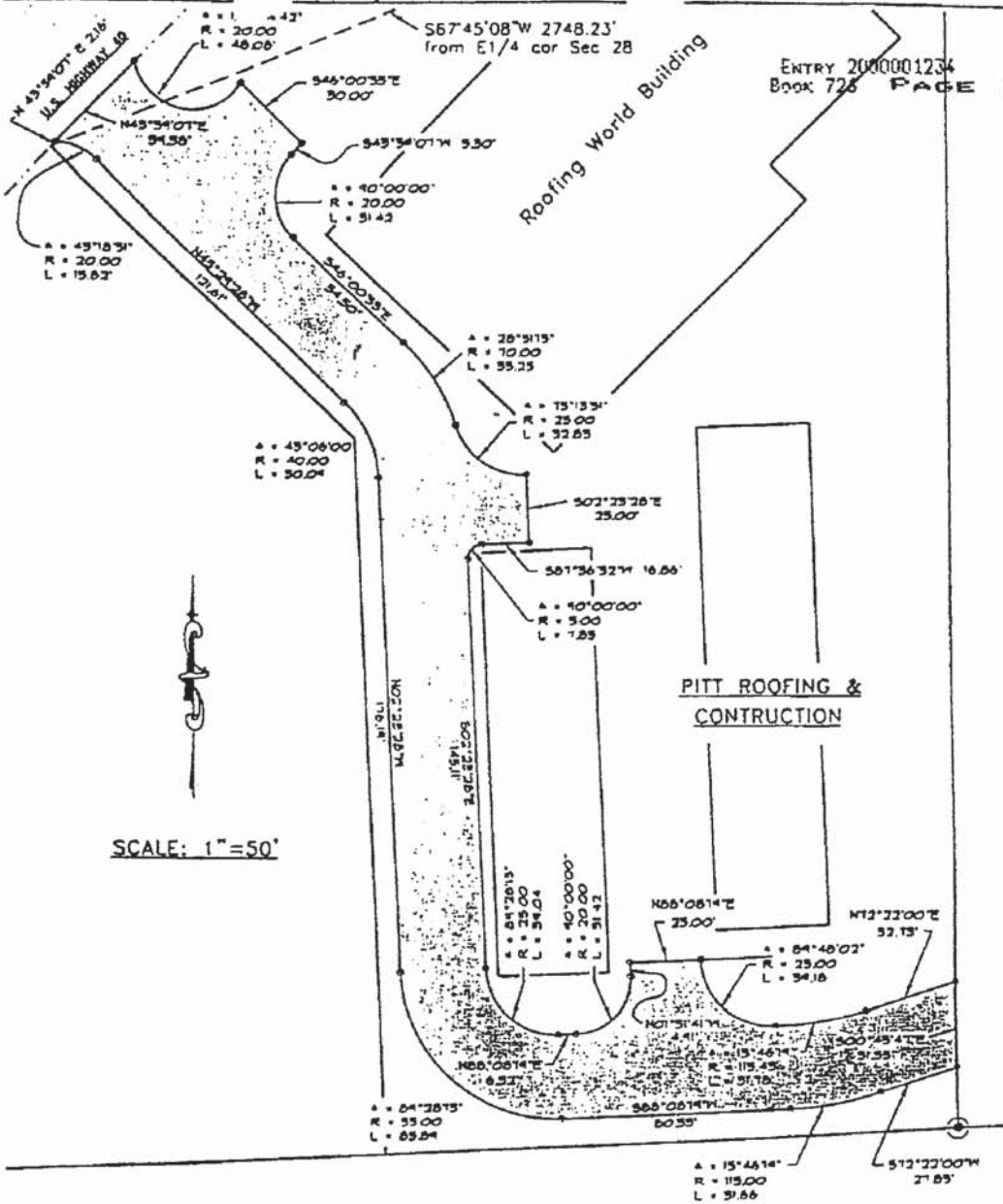
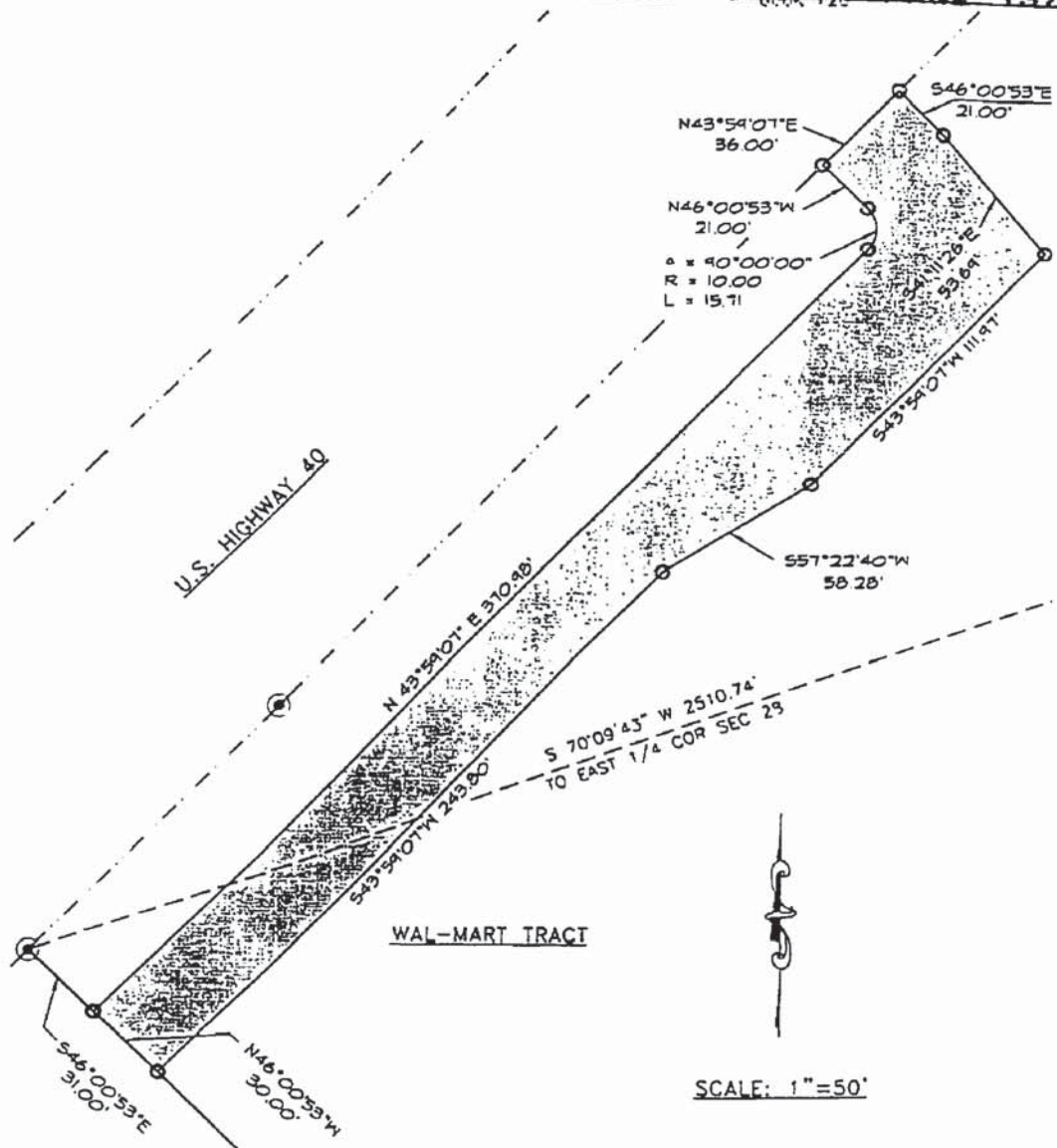


EXHIBIT C-1

WAL-MART
RECIPROCAL EASEMENT AGREEMENT
AND QUIT-CLAIM ACROSS THE

	1515 NINTH STREET ROCK SPRINGS, WYOMING 82901 (307) 362-7519	PITT ROOFING & CONSTRUCT. TRACT SE1/4, SEC 28, T4S, R21E, SLB&M Vernal, Utah County, Utah	
	OWN BY: CAS DATE: 9 NOV 99	SCALE: 1" = 50'	4723EX11



WAL-MART TRACT

EXHIBIT C-2

PITT ROOFING & CONSTRUCTION

WAL-MART
RECIPROCAL EASEMENT AGREEMENT
AND QUIT-CLAIM ACROSS THE

	1515 NORTH STREET ROCK SPRINGS, WYOMING 82901 (307) 352-7519	WAL-MART TRACT	
		SE1/4, SEC 28, T4S, R21E, SLB&M Vernal, Uintah County, Utah	
DWN BY: CAS		SCALE:	4723EX5B
DATE: 9 NOV 99		1"=50'	

SCALE: 1"=100'

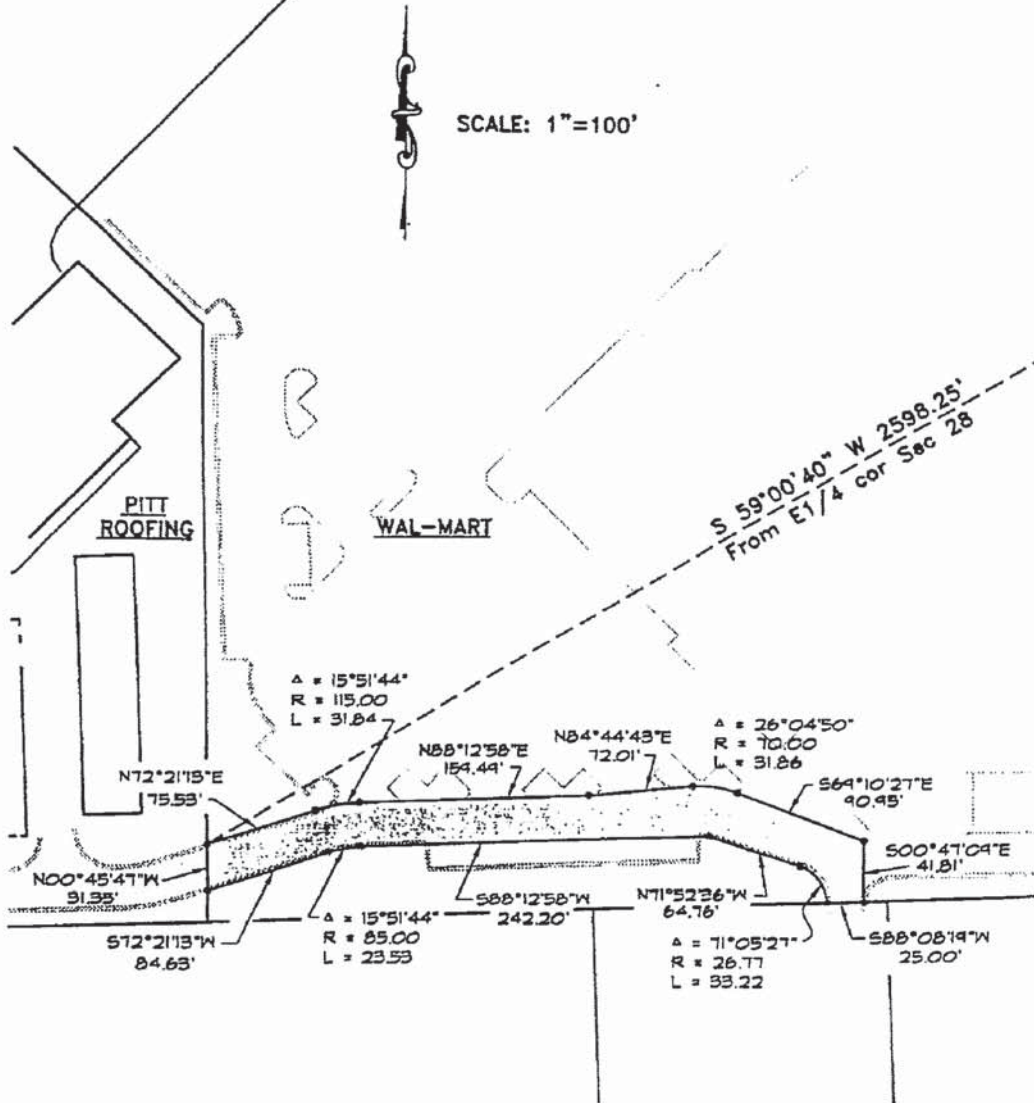


EXHIBIT C-3

ACCESS EASEMENT FROM
WAL-MART TO


	1515 NINTH STREET ROCK SPRINGS, WYOMING 82901 (307) 362-7519	PITT ROOFING SE1/4, SEC 28, T4S, R21E VERNAL, UTAH COUNTY, UTAH	
	DWN BY: CAS DATE: 20 DEC 99	SCALE: 1"=100'	4723EX16

EXHIBIT D



1515 NINTH STREET, SUITE A
ROCK SPRINGS, WYOMING 82901
PHONE: (307) 362-7519
FAX: (307) 362-7569

ENTRY 2000001234
BOOK 726 PAGE 137

Legal Description

9 NOV 1999

JFC File 4723-99S

Identification: *Reciprocal Easement Agreement and Quit-Claim
Across the Pitt Roofing and Construction tract
SE 1/4, Section 28, T 4 S, R 21 E, S.L.B & M.
Vernal, Uintah County, Utah*

Landowner: Pitt Roofing and Construction

A parcel of land located in the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) of Section 28, Township 4 South, Range 21 East of the Salt Lake Base & Meridian, Vernal, Uintah County, Utah and being more particularly described as follows:

Beginning at a point located the following two courses and distances from the East Quarter corner of said Section 28:

1. South $67^{\circ}45'08''$ West at a distance of 2748.23 feet to the most westerly corner of the Pitt Roofing and Construction tract as described in Book 575, Page 60 recorded in the office of the Uintah County Recorder, said point also being located on the southerly right-of-way line of U.S. Highway 40;
2. North $43^{\circ}59'07''$ East along said right-of-way line for a distance of 2.16 feet to the TRIPLE POINT OF BEGINNING;

Thence continuing North $43^{\circ}59'07''$ East along said southerly right-of-way line for a distance of 39.38 feet to a point which is the beginning of a non-tangent curve, concave northerly having a radius of 20.00 feet, the center of which bears North $79^{\circ}41'00''$ East;

Thence southerly along said curve through a central angle of $137^{\circ}44'42''$ for an arc distance of 48.08 feet;

Thence South $46^{\circ}00'53''$ East for a distance of 30.00 feet;

Thence South $43^{\circ}59'07''$ West for a distance of 5.30 feet to a point which is the beginning of a tangent curve to the left having a radius of 20.00 feet;

Thence southerly along said curve through a central angle of $90^{\circ}00'00''$ for an arc distance of 31.42 feet;

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Thence South $0^{\circ}45'47''$ East along said easterly boundary for a distance of 31.35 feet;

Thence South $72^{\circ}22'00''$ West for a distance of 27.85 feet to a point which is the beginning of a tangent curve to the right having a radius of 115.00 feet;

Thence easterly along said curve through a central angle of $15^{\circ}46'19''$ for an arc distance of 31.66 feet;

Thence South $88^{\circ}08'19''$ West for a distance of 80.53 feet to a point which is the beginning of a tangent curve to the right having a radius of 55.00 feet;

Thence northwesterly along said curve through a central angle of $89^{\circ}28'13''$ for an arc distance of 85.89 feet;

Thence North $2^{\circ}23'28''$ West for a distance of 176.19 feet to a point which is the beginning of a tangent curve to the left having a radius of 40.00 feet;

Thence northwesterly along said curve through a central angle of $43^{\circ}06'00''$ for an arc distance of 30.09 feet;

Thence North $6^{\circ}29'28''$ West for a distance of 121.61 feet to a point which is the beginning of a tangent curve to the left having a radius of 20.00 feet;

Thence northwesterly along said curve through a central angle of $45^{\circ}18'51''$ for an arc distance of 15.82 feet to the POINT OF BEGINNING.

The above described tract contains an area of 19,061.32 square feet is subject to any rights-of-way and/or easements which have been legally acquired. The basis of bearing for said parcel is South $1^{\circ}40'21''$ East from the East Quarter corner to the Southeast corner of Section 28, T4S, R21E.

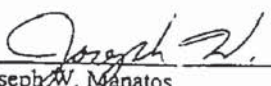

Joseph W. Manatos
Professional Land Surveyor
Utah Registration No. 155871



EXHIBIT E-1



**ENGINEERS
ARCHITECTS
SURVEYORS**

1515 NINTH STREET, SUITE A
ROCK SPRINGS, WYOMING 82901
PHONE: (307) 362-7519
FAX: (307) 362-7569

Legal Description

9 November, 1999

JFC File 4723-99S

Identification: *Reciprocal Easement Agreement and Quit-Claim
Across the Wal-Mart Tract
SE 1/4, Section 28, T 4 S, R 21 E, S.L.B. & M.
Vernal, Uintah County, Utah*

Landowner: Wal-Mart

A parcel of land located in the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 28, Township 4 South, Range 21 East of the Salt Lake Base & Meridian, Vernal, Uintah County, Utah and being more particularly described as follows:

Beginning at a point located the following two courses and distances from the East Quarter corner of said Section 28:

1. South 70°09'43" West at a distance of 2510.74 feet to the most westerly corner of the Wal-Mart tract;
2. South 46°00'53" East at a distance of 31.00 feet to the TRUE POINT OF BEGINNING;

Thence North 43°59'07" East for a distance of 370.98 feet to a point which is the beginning of a tangent curve to the left having a radius of 10.00 feet;

Thence northerly along said curve through a central angle of 90°00'00" for an arc distance of 15.71 feet;

Thence North 46°00'53" West for a distance of 21.00 feet to a point which lies on the southerly right-of-way line of U.S. Highway 40;

Thence North 43°59'07" East along said highway right-of-way line for a distance of 36.00 feet;

Thence South 46°00'53" East for a distance of 21.00 feet;

Thence South 41°11'26" East for a distance of 53.69 feet;

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Thence South 43°59'07" West for a distance of 111.97 feet ;

Thence South 57°22'40" West for a distance of 58.28 feet ;

Thence South 43°59'07" West for a distance of 243.8 feet to a point on the southwesterly line of said Wal-Mart tract;

Thence North 46°00'53" West for a distance of 30.0 feet to the TRUE POINT OF BEGINNING.

The above described tract contains an area of 15,487.7 square feet is subject to any rights-of-way and/or easements which have been legally acquired. The basis of bearing for said parcel is South 1°40'21" East from the East Quarter corner to the Southeast corner of Section 28, T4S, R21E.

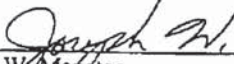

Joseph W. Mapatos
Professional Land Surveyor
Utah Registration No. 155871



EXHIBIT E-2



1515 NINTH STREET, SUITE A
ROCK SPRINGS, WYOMING 82901
PHONE: (307) 362-7519
FAX: (307) 362-7569

ENTRY 2000001234
BOOK 726 PAGE 144

Legal Description

20 December, 1999

JFC File 4723-99S

Identification: *Proposed Pitt Roofing Access Easement
Located in the SE 1/4, Section 28,
T 4 S, R 21 E, S. L. B. & M
Vernal, Uintah County, Utah*

Owner: WAL-MART

A parcel of land located in the Northwest Quarter of the Southeast of Section 28, Township 4 South, Range 21 East of the Salt Lake Base & Meridian, Vernal, Uintah County, Utah and being more particularly described as follows:

Beginning at a point which lies South 59°00'40" West at a distance of 2598.25 feet from the East Quarter corner of said Section 28, said point lies on the westerly property line of the Wal-Mart tract;

Thence North 72°21'13" East for a distance of 75.53 feet to a point which is the beginning of a tangent curve to the right having a radius of 115.00 feet;

Thence easterly along said curve through a central angle of 15°51'44" for an arc distance of 31.84 feet;

Thence North 88°12'58" East for a distance of 159.49 feet;

Thence North 84°44'43" East for a distance of 72.01 feet to a point which is the beginning of a tangent curve to the right having a radius of 70.00 feet;

Thence easterly along said curve through a central angle of 26°04'50" for an arc distance of 31.86 feet;

Thence South 69°10'27" East for a distance of 90.95 feet

Thence South 0°47'09" East for a distance of 41.81 feet to a point which lies on the southerly boundary of said Wal-Mart tract:

Thence South 88°08'19" West along said southerly boundary for a distance of 25.00 feet to a point which is the beginning of a non-tangent curve having a radius of 26.77 feet, the center of which bears South 89°12'51" West:

Pitt Roofing Access Easem...
Across Wal-Mart Tract
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Thence northwesterly along said curve through a central angle of $71^{\circ}05'27''$ for an arc distance of 33.22 feet;

Thence North $71^{\circ}52'36''$ West for a distance of 64.76 feet;

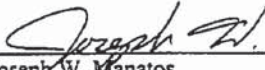
Thence South $88^{\circ}12'58''$ West for a distance of 242.20 feet to a point which is the beginning of a tangent curve to the left having a radius of 85.00 feet;

Thence westerly along said curve through a central angle of $15^{\circ}51'44''$ for an arc distance of 23.53 feet;

Thence South $72^{\circ}21'13''$ West for a distance of 84.63 feet to a point which lies on the westerly boundary line of said Wal-Mart tract;

Thence North $0^{\circ}45'47''$ West for along said westerly boundary line for a distance of 31.35 feet to the point of beginning.

The above described tract contains an area of 14,729.22 square feet and is subject to any rights-of-way and/or easements which have been legally acquired. The basis of bearing for the above described centerline is South $1^{\circ}40'21''$ East from the East Quarter corner to the Southeast corner of Section 28, T4S, R21E.


Joseph W. Manatos
Professional Land Surveyor
Utah Registration No. 155871

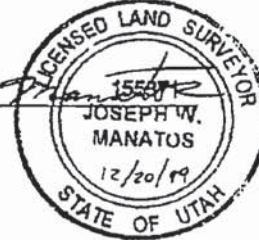


EXHIBIT F

ENTRY 2000001234
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When recorded return to:

Vernal, UT

SPECIAL WARRANTY DEED

This Special Warranty Deed is made on the _____ day of _____, 1999, by WAL-MART STORES, INC., a Delaware corporation, as Grantor to PITT ROOFING & CONSTRUCTION, INC., as Grantee.

Witness that Grantor, for good and valuable consideration, receipt of which is acknowledged, grants and conveys to Grantee all the real property located in the County of Vintah, State of Utah, more particularly described in Exhibit I attached hereto and incorporated herein by reference, together with all tenements, hereditaments and appurtenances thereto, subject to current real property taxes, zoning and other governmental restrictions, and all covenants, conditions, restrictions, easements, rights-of-way, and other matters of record or matters that could be disclosed by an accurate survey of the real property.

Grantor hereby covenants Grantee that Grantor will forever defend Grantee against all claims of only those persons claiming by, through or under Grantor. Except as aforesaid, no other covenants or warranties, express or implied, are given by this Special Warranty Deed.

In witness whereof, Grantor has set its hand and seal the day and year first above written.

WAL-MART STORES, INC., a Delaware corporation

By _____

Its Assistant Vice President

Approved as to legal terms only
By [Signature]
WAL-MART LEGAL TEAM
Date 2-21-00

State of _____

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County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 1999, by _____, the _____ of Wal-Mart Stores, Inc., a Delaware corporation, on behalf of the business trust.

(Seal and Expiration Date)

Notary Public

SWSE

Part 5-81-1

Exhibit I

ENTRY 2100001234
BOOK 726 PAGE 148

A Parcel of land located in the Northeast Quarter of the Southwest Quarter of the Southeast Quarter (NE1/4SW1/4SE1/4) OF Section 28, Township 4 South, Range 21 East of the Salt Lake Base and Meridian, Vernal, Uintah County, Utah and beginning more particularly described as follows:

BEGINNING at the Northwest corner of the Northeast Quarter of the Southwest Quarter of Southeast Quarter of said Section 28, said point is located South 54°48'51" West at a distance of 2399.00 feet from the East Quarter corner of said Section 28; thence North 88°08'19" East for a distance of 200.00 feet along the North line of said Northeast Quarter Southwest quarter Southeast Quarter; thence South 2°12'32" East for a distance of 660.96 feet to a point located on the South line of the Northeast Quarter Southwest Quarter Southeast Quarter; thence South 88°04'33" West along said South line for a distance of 200.00 feet to the Southwest corner of said Northeast Quarter Southwest Quarter Southeast Quarter; thence North 2°12'32" West for a distance of 661.17 feet along the West line of said Northeast Quarter Southwest Quarter Southeast Quarter to the point of beginning.