

TC 102465

Entry 2003000145
Book 823 Page 161-164 \$16.00
09-JAN-03 03:02
RANDY SIMMONS
RECORDER, UTAH COUNTY, UTAH
SUNRISE TITLE COMPANY
550 E 200 N (118-3) ROOSEVELT, UT 84066
Rec By: DEBRA ROOKS , DEPUTY

When recorded return to:
Ms. Adele E. Lucas - 8313
Wal-Mart Stores, Inc.
2001 S.E. 10th Street
Bentonville, AR 72716-0550

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Vernal, UT

**AMENDMENT TO RECIPROCAL EASEMENT
AGREEMENT, CONVEYANCE AND QUITCLAIM**

This Amendment to Reciprocal Easement Agreement, Conveyance and Quitclaim (this "Amendment"), dated as of DECEMBER 10, 2002, is entered into by and between **WAL-MART STORES, INC.**, a Delaware corporation ("Wal-Mart") and **PITT ROOFING & CONSTRUCTION, INC.** ("Pitt").

RECITALS

A. Wal-Mart and Pitt entered into a Reciprocal Easement Agreement, Conveyance and Quitclaim dated February 10, 2000, and recorded in the Official Records of the Uintah County, Utah Recorder's Office as Entry No. 2000001234 at Book 726, Page 130 (the "Easement Agreement") whereby Wal-Mart and Pitt granted certain easements to one another.

B. Wal-Mart and Pitt wish to amend the Easement Agreement pursuant to the terms contained herein.

In consideration of the premises and of the mutual covenants and agreements contained herein, it is agreed as follows:

1. Defined Terms. All capitalized terms not otherwise defined herein shall have the meanings assigned thereto in the Easement Agreement.

2. Wal-Mart Property. Exhibit B to the Easement Agreement is hereby amended by providing that the real property described on Exhibit B-2 attached hereto is added to Exhibit B and shall constitute a portion of the Wal-Mart Property.

3. Running With the Land/Binding Effect. Section 8 of the Easement Agreement is hereby deleted and replaced with the following:

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 and the easements granted herein shall be

binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, including, without limitation, any subsequent owners of all or a portion of the Wal-Mart Property and/or the Pitt Property.

4. Miscellaneous. Except as amended by this Amendment, the Easement Agreement remains unchanged and in full force and effect. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Amendment has been executed and delivered as of the date and year first written above.

WAL-MART STORES, INC., a Delaware corporation

By: [Signature]
Its: Director of Land Development



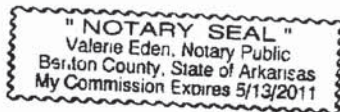
PITT ROOFING & CONSTRUCTION, INC.

By: [Signature]
Its: President



State of Utah Arkansas
County of Union Benton

The foregoing instrument was acknowledged before me this 18th day of December, 2002, by Steve Nikel, the Assistant Vice President of Wal-Mart Stores, Inc., a Delaware corporation, on behalf of the corporation.
Land Development



Valerie Eden
Notary Public



State of Utah

County of Uintah

The foregoing instrument was acknowledged before me this 10th day of December, 2002, by Stacy Bailey, the President of Pitt Roofing & Construction, Inc., a Utah corporation, on behalf of the corporation.

Linda Hensley
Notary Public

EXHIBIT B-2

S- 81-15
SW SE

Legal Description

A parcel of land located in the Northeast Quarter of the Southwest Quarter of 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 the Northeast corner of the Northeast Quarter of the Southwest Quarter of the Southeast Quarter of said Section 28, said point is located South 43°34'01" West at a distance of 1,877.97 feet from the East Quarter corner of said Section 28;

Thence South 02°01'50" East along the east line of said Northeast Quarter of the Southwest Quarter of the Southeast Quarter for a distance of 660.44 feet to the southeast corner thereof;

Thence South 88°04'33" West along the south line of said Northeast Quarter of the Southwest Quarter of the Southeast Quarter for a distance of 464.67 feet to the southeast corner of a tract previously conveyed to Pitt Roofing;

Thence North 02°12'32" West along the easterly boundary of said Pitt Roofing tract for a distance of 660.96 feet to a point which lies on the north line of said Northeast Quarter of the Southwest Quarter of the Southeast Quarter;

Thence North 88°08'19" East along said north line for a distance of 466.73 feet to the POINT OF BEGINNING.

The above described tract contains an area of 7.063 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.