

Entry 2014006779  
Book 1390 Page 144-163 \$37.00  
23-JUL-14 03:48  
RANDY SIMMONS  
RECORDER, UINTAH COUNTY, UTAH  
ADVANCED TITLE CO INC  
71 N 100 W VERNAL, UT 84078  
Rec By: TONYA WILSON , DEPUTY

WHEN RECORDED, PLEASE RETURN TO:

Wal-Mart Stores, Inc.  
2001 S.E. 10<sup>th</sup> Street  
Bentonville, Arkansas 72716-0550  
Attn: Sherry Fitzgerald

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

**THIS SECOND AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT, CONVEYANCE AND QUITCLAIM** (the "Second Amendment") is made this \_\_\_ day of June, 2014, by and between **WAL-MART STORES, INC.**, a Delaware corporation ("Wal-Mart"), and **GARDER TOWNE CENTER, LLC**, a Utah limited liability company ("GTC"). Capitalized terms not otherwise defined herein shall have the same meaning given to such terms in the Easement Agreement (defined below).

RECITALS:

A. Wal-Mart and Pitt Roofing & Construction, Inc. ("Pitt"), entered into that certain Reciprocal Easement Agreement, Conveyance and Quitclaim, dated February 10, 2000, and recorded in the office of the Uintah County Recorder on March 9, 2000, as Entry No. 2000001234 in Book 726, Pgs. 130-148 (as amended by that certain Amendment to Reciprocal Easement Agreement, Conveyance and Quitclaim dated December 10, 2002, and recorded in the office of the Uintah County Recorder on January 3, 2003, as Entry No. 2003000145 in Book 823, Pgs. 161-164, the "Easement Agreement").

B. GTC is the successor in interest of Pitt with respect to the Pitt Property and GTC and Wal-Mart are collectively the current owners of the real property that is subject to the Easement Agreement.

C. In connection with the development of Vernal Towne Center, a commercial shopping center adjacent to the Wal-Mart Property (the "Shopping Center") (the legal

description of the portion of the Shopping Center owned by GTC is set forth on Exhibit G (Second Amendment) attached hereto), GTC has installed at its sole cost and expense, a replacement access road to the Wal-Mart Property that provides the Wal-Mart Property with greater functional access for purposes of ingress and egress in a location that differs in some respects from the existing Pitt Easement Area.

D. A small portion of the Wal-Mart Property (the "VTC Easement Area") is physically separated from the balance of the Wal-Mart Property due to a significant grade separation and retaining wall, which VTC Easement Area is useful to the Shopping Center for purposes of parking, ingress and egress and utility installations.

E. Wal-Mart and GTC desire to amend the Easement Agreement to relocate the Pitt Easement Area and to provide for GTC's use of the VTC Easement Area for ingress, egress, parking and utility installation purposes.

F. Wal-Mart and GTC further desire to amend the Easement Agreement to provide for GTC's maintenance of the Pitt Easement Area and the VTC Easement Area.

**AGREEMENT:**

FOR THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

1. Amendments and Additions to Exhibits to the Easement Agreement. Exhibit C-1 to the Easement Agreement, which sets forth the legal descriptions of the Pitt Easement Area, and Exhibit D to the Easement Agreement, which is a Site Plan depicting the Pitt Easement Area, are hereby amended and replaced in their entirety with Exhibit C-1 (Second Amendment), Revised Legal Description of Pitt Easement Area, and Exhibit D (Second Amendment), Revised Depiction of Pitt Easement Area (Including Depiction of the VTC Easement Area), attached hereto and incorporated herein by this reference. Exhibit G (Second Amendment), Description of Shopping Center, and Exhibit H (Second Amendment), Description of VTC Easement Area, attached hereto are hereby added to the Easement Agreement.

2. Additional Easement. Wal-Mart hereby grants and conveys to GTC for the benefit of that portion of the Shopping Center identified on Exhibit G (Second Amendment) a perpetual non-exclusive easement for the installation of utilities and related facilities, vehicular and pedestrian ingress and egress and parking on, over, upon under and across the VTC Easement Area, which VTC Easement Area is more particularly described on Exhibit G attached hereto. GTC shall be solely responsible for the installation, maintenance, repair and replacement of any facilities installed upon the VTC Easement Area by GTC and shall cause the same to be maintained pursuant to the standards set forth in Section 3 of the Easement Agreement.

3. Allocation of Maintenance Responsibility. Section 3 of the Easement Agreement is hereby amended to provide for the maintenance of the Pitt Easement Area by GTC or its successors in interest with respect to that portion of the Shopping Center upon which the Pitt

Easement Area is located. GTC or its successor in interest shall maintain the said Pitt Easement Area pursuant to the standards set forth in Section 3 of the Easement Agreement.

4. Miscellaneous. Except as expressly modified by the provisions of this Second Amendment, the Easement Agreement shall continue in full force and effect, and GTC and Walmart shall be subject to the terms of the Easement Agreement. In the event any inconsistencies exist between the terms of this Second Amendment and the Easement Agreement, this Second Amendment shall control. The individuals who execute this Second Amendment represent and warrant that they are duly authorized to execute this Second Amendment on behalf of Wal-Mart and GTC, as the case may be, and that the parties named are all of the parties and proper parties, and that no other signature, act or authorization is necessary to bind such entities to the provisions of this Second Amendment. This Second Amendment may be executed in counterpart originals, each of which when duly executed and delivered shall be deemed an original and all of which when taken together shall constitute one instrument.

*(signature pages follow)*



**Exhibit C-1 (Second Amendment)**  
**Revised Legal Description of Pitt Easement Area**

**PITT EASEMENT AREA:**

**BEGINNING AT A POINT THAT IS 1469.56 FEET N13°32'40"E FROM THE SOUTH QUARTER CORNER OF SECTION 28, T. 4 S., R. 21 E. S.L.B.&M.**

**THENCE N49°54'42"W 133.14 FEET;**

**TO A POINT ON A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 80.50 FEET, AN ARC LENGTH OF 32.61 FEET, A CHORD DIRECTION OF N59°46'12"W, AND A CHORD LENGTH OF 32.38 FEET;**

**TO A POINT ON A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 115.00 FEET, AN ARC LENGTH OF 50.93 FEET, A CHORD DIRECTION OF N58°41'08"W, AND A CHORD LENGTH OF 50.52 FEET;**

**THENCE N45°59'50"E 192.53 FEET; THENCE N44°00'10"W 30.00 FEET;**

**THENCE S45°59'50"E 192.53 FEET;**

**TO A POINT ON A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 85.00 FEET, AN ARC LENGTH OF 37.65 FEET, A CHORD DIRECTION OF S58°41'08"E, AND A CHORD LENGTH OF 37.34 FEET;**

**TO A POINT ON A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 110.50 FEET, AN ARC LENGTH OF 44.27 FEET, A CHORD DIRECTION OF S59°53'52"E, AND A CHORD LENGTH OF 43.97 FEET;**

**THENCE S49°54'42"E 106.75 FEET;**

**THENCE S00°46'58"E 39.67 FEET TO THE POINT OF BEGINNING.**

**BASIS OF BEARING IS THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, WHICH BEARS N02°23'02"W**

**THIS EASEMENT CONTAINS 0.272 ACRES MORE OR LESS.**

**Exhibit D (Second Amendment)**  
**Revised Depiction of Pitt Easement Area (Including Depiction of the VTC Easement Area)**

**(See attached.)**

**Exhibit G (Second Amendment)**  
**Description of Shopping Center**

**Lot A – EXTERIOR BNDRY** 05-078-0026 SESW

**1/31/14**

BEGINNING AT A POINT THAT IS 1214.54 FEET N. 9°47'37" W. FROM THE SOUTH QUARTER CORNER OF SECTION 28, T. 4 S., R. 21 E., S.L.B.&M.:  
THENCE N. 45°59'50" W. PERPENDICULAR TO THE SOUTHEAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 40, 170.99 FEET;  
THENCE S. 44°00'10" W. ALONG THE SAID HIGHWAY RIGHT-OF-WAY LINE 302.23 FEET;  
THENCE S. 45°59'50" E. PERPENDICULAR TO THE SAID HIGHWAY RIGHT-OF-WAY LINE 199.20 FEET;  
THENCE N. 44°00'10" E. PARALLEL WITH SAID HIGHWAY RIGHT-OF-WAY LINE 29.33 FEET;  
THENCE N. 38°06'04" E. 274.35 FEET TO THE POINT OF BEGINNING.  
BASIS OF BEARING IS THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, WHICH BEARS N. 2°23'02" W.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.294 ACRES IN AREA MORE OR LESS.

**Lot C – EXTERIOR BNDRY** 05-078-0038 SCSW

**1/31/14**

BEGINNING AT A POINT THAT IS 810.27 FEET N. 55°18'44" W. FROM THE SOUTH QUARTER CORNER OF SECTION 28, T. 4 S., R. 21 E., S.L.B.&M.:  
THENCE N. 45°59'50" W. PERPENDICULAR TO THE SOUTHEAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 40, 351.45 FEET;  
THENCE N. 44°00'10" E. ALONG THE SAID HIGHWAY RIGHT-OF-WAY LINE 173.21 FEET;  
THENCE S. 45°59'50" E. PERPENDICULAR WITH SAID HIGHWAY RIGHT-OF-WAY LINE 199.57 FEET;  
THENCE S. 44°00'10" W. PARALLEL WITH SAID HIGHWAY RIGHT-OF-WAY LINE 28.51 FEET;  
THENCE S. 02°23'02" E. 209.77 TO THE POINT OF BEGINNING.  
BASIS OF BEARING IS THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, WHICH BEARS N. 2°23'02" W.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.046 ACRES IN AREA MORE OR LESS.

**Lot D – EXTERIOR BNDRY** 05-078-0029 SESW

**1/31/14**

BEGINNING AT A POINT THAT IS 952.39 FEET N. 43°27'58" W. FROM THE SOUTH QUARTER CORNER OF SECTION 28, T. 4 S., R. 21 E., S.L.B.&M.:  
THENCE N. 45°59'50" W. PERPENDICULAR TO THE SOUTHEAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 40, 199.57 FEET;  
THENCE N. 44°00'10" E. ALONG SAID HIGHWAY RIGHT-OF-WAY LINE 161.51 FEET;  
THENCE S. 45°59'50" E. PERPENDICULAR TO SAID HIGHWAY RIGHT-OF-WAY LINE 199.57 FEET;  
THENCE S. 44°00'10" W. PARALLEL WITH SAID HIGHWAY RIGHT-OF-WAY LINE 161.51 FEET TO THE POINT OF BEGINNING.  
BASIS OF BEARING IS THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, WHICH BEARS N. 2°23'02" W.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.740 ACRES IN AREA MORE OR LESS.

**Lot F - EXTERIOR BNDRY** 05-078-0039 ; 05-078-0040 SES W 1/31/14

BEGINNING AT A POINT THAT IS 987.65 FEET N. 30°31'10" W. FROM THE SOUTH QUARTER CORNER OF SECTION 28, T. 4 S., R. 21 E., S.L.B.&M.:  
THENCE N. 44°00'10" E. PARALLEL WITH THE SOUTHEAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 40, 180.91 FEET;  
THENCE N. 38°06'04" E. 36.14 FEET; THENCE S. 46°01'35" E. 223.33 FEET; THENCE S. 43°58'25" W. 19.26 FEET;  
THENCE S. 46°01'35" E. 175.29 FEET; THENCE S. 87°36'58" W. 392.89 FEET;  
THENCE N. 02°23'02" W. 36.16 FEET TO THE POINT OF TANGENCY OF A CURVE CONCAVE TO THE SOUTHWEST HAVING AN INTERNAL ANGLE OF 43°36'47" AND A RADIUS OF 115.00 FEET AND AN ARC LENGTH OF 87.54 FEET, AND A CHORD DIRECTION OF N. 24°12'30" W., CHORD LENGTH OF 85.44 FEET, THENCE ALONG CURVE 87.54 FEET;  
THENCE N. 45°59'50" W. PERPENDICULAR TO THE SAID RIGHT-OF-WAY LINE, 217.60 FEET;  
THENCE N. 44°00'10" E. ALONG SAID HIGHWAY RIGHT-OF-WAY LINE 30.00 FEET;  
THENCE S. 45°59'50" E. PERPENDICULAR WITH SAID HIGHWAY RIGHT-OF-WAY LINE 199.20 FEET, TO THE POINT OF BEGINNING.  
BASIS OF BEARING IS THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, WHICH BEARS N. 2°23'02" W.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.812 ACRES IN AREA MORE OR LESS.

**Lot G - EXTERIOR BNDRY** 05-078-0036 ; 05-078-0041 ; 05-078-0042 SES 1/31/14

BEGINNING AT A POINT THAT IS 1069.52 FEET N. 19°18'19" W. FROM THE SOUTH QUARTER CORNER OF SECTION 28, T. 4 S., R. 21 E., S.L.B.&M.:  
THENCE N. 38°06'04" E., 238.22 FEET;  
THENCE N. 45°59'50" W. PERPENDICULAR TO THE SOUTHEAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 40, 170.99 FEET;  
THENCE N. 44°00'10" E. ALONG SAID HIGHWAY RIGHT-OF-WAY LINE 24.00 FEET;  
THENCE S. 45°59'50" E. PERPENDICULAR WITH SAID HIGHWAY RIGHT-OF-WAY LINE, 376.22 FEET;  
THENCE S. 43°58'25" W., 115.72 FEET;  
THENCE S. 46°01'35" E., 42.46 FEET;  
THENCE S. 43°58'25" W., 145.14 FEET;  
THENCE N. 46°01'35" W., 223.33 FEET TO THE POINT OF BEGINNING.  
BASIS OF BEARING IS THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, WHICH BEARS N. 2°23'02" W.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.399 ACRES IN AREA MORE OR LESS.

**LOT K - EXTERIOR BNDRY** 05-81-0028 SES W ; 05-080-0037 NWSE 1/31/14

BEGINNING AT A POINT ON THE 1/4 SECTION LINE THAT IS 220.00 FEET N. 02°23'02" W. FROM THE SOUTH QUARTER CORNER OF SECTION 28, T. 4 S., R. 21 E., S.L.B.&M.:  
THENCE N. 88°00'48" E., PARALLEL WITH SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION, 254.00 FEET; THENCE N. 2°23'02" W. PARALLEL WITH THE SOUTH LINE OF SAID 1/4 SECTION, 441.62 FEET; THENCE N. 88°04'33" E., ALONG THE ALIQUOT PART LINE 410.68 FEET;

THENCE N. 02°12'24" W., ALONG THE ALIQUOT PART LINE 661.17 FEET; THENCE S. 88°08'17" W., ALONG THE ALIQUOT PART LINE 266.02 FEET;  
 THENCE N. 0°46'58" W., 184.88 FEET; THENCE S. 89°26'11" W., 114.06 FEET; THENCE N. 45°54'35" W., 91.61 FEET;  
 THENCE S. 44°00'10" W. PARALLEL TO THE SOUTHEAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 40, 235.67 FEET;  
 THENCE N. 45°59'50" W. PERPENDICULAR TO THE SAID HIGHWAY RIGHT-OF-WAY LINE 145.50 FEET;  
 THENCE N. 44°00'10" E. PARALLEL TO THE SAID HIGHWAY RIGHT-OF-WAY LINE, 7.00 FEET;  
 THENCE N. 45°59'50" W. PERPENDICULAR TO THE SAID HIGHWAY RIGHT-OF-WAY LINE 23.00 FEET;  
 THENCE S. 44°00'10" W. ALONG THE SAID HIGHWAY RIGHT-OF-WAY LINE, 67.00 FEET;  
 THENCE S. 45°59'50" E. PERPENDICULAR TO THE SAID HIGHWAY RIGHT-OF-WAY LINE 168.50 FEET;  
 THENCE S. 44°00'10" W. PARALLEL WITH SAID HIGHWAY RIGHT-OF-WAY LINE 215.00 FEET;  
 THENCE S. 45°59'50" E. PERPENDICULAR TO THE SAID HIGHWAY RIGHT-OF-WAY LINE 207.72 FEET;  
 THENCE S. 43°58'25" W., 115.72 FEET; THENCE S. 46°01'35" E., 42.46 FEET; THENCE S. 43°58'25" W., 164.40 FEET;  
 THENCE S. 46°01'35" E., 175.29 FEET; THENCE N. 87°37'11" E., 50.12 FEET;  
 THENCE S. 2°23'02" E., ALONG THE 1/4 SECTION LINE 501.46 FEET TO THE POINT OF BEGINNING.  
 BASIS OF BEARING IS THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, WHICH BEARS N. 2°23'02" W.

THE ABOVE DESCRIBED PARCEL CONTAINS 15.656 ACRES IN AREA MORE OR LESS.

**LOT L- EXTERIOR BNDRY** 05-080-0035; 05-080-0038 N46E 1/31/14

BEGINNING AT A POINT THAT IS 1576.26 FEET N. 05°26'35" E. FROM THE SOUTH QUARTER CORNER OF SECTION 28, T. 4 S., R. 21 E., S.L.B.&M.:  
 THENCE N. 45°59'50" W. PERPENDICULAR TO THE SOUTHEAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 40, 168.50 FEET;  
 THENCE N. 44°00'10" E. ALONG SAID HIGHWAY RIGHT-OF-WAY LINE 261.90 FEET;  
 THENCE S. 46°00'17" E., 180.03 FEET; THENCE S. 0°46'58" E., 229.03 FEET; THENCE S. 89°26'11" W., 114.06 FEET;  
 THENCE N. 45°54'35" W., 91.61 FEET; THENCE S. 44°00'10" W. PARALLEL TO SAID HIGHWAY RIGHT-OF-WAY LINE 19.47 FEET TO THE POINT OF BEGINNING.  
 BASIS OF BEARING IS THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, WHICH BEARS N. 2°23'02" W.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.600 ACRES IN AREA MORE OR LESS.

**Exhibit H (Second Amendment)**  
**Description of VTC Easement Area**

VERNAL TOWNE CENTER EASEMENT AREA:

BEGINNING AT A POINT THAT IS 1379.61 FEET N14°30'02"E FROM THE SOUTH  
QUARTER CORNER OF SECTION 28, T. 4 S., R. 21 E. S.L.B.&M.  
THENCE N88°08'17"E 74.33 FEET; THENCE N46°00'32"W 104.69 FEET;  
THENCE S00°46'58"E 75.14 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING IS THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID  
SECTION 28, WHICH BEARS N02°23'02"W  
THIS EASEMENT CONTAINS 0.064 ACRES MORE OR LESS.