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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
STEPHEN K CHRISTENSEN
68 S MAIN ST 6TH FLOOR
SLC UT 84101
BY: CBA, DEPUTY - WI 5 P.

When recorded return to:

Stephen K. Christensen
Nelson Christensen Hollingworth & Williams
68 South Main Street, 6th Floor
Salt Lake City, Utah 84101

**SECOND AMENDMENT TO CONSTRUCTION,
OPERATION AND RECIPROCAL EASEMENT AGREEMENT**

THIS SECOND AMENDMENT TO CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT ("Second Amendment") is entered into as of the 15th day of JANUARY, 2013 by and between HARVEST VILLAGE CORP., a Utah corporation ("Developer"), RH RETAIL, L.L.C., a Utah limited liability company ("RH Retail") and COSTCO WHOLESALE CORPORATION ("Costco").

WHEREAS Developer and Costco entered into that certain Construction, Operation and Reciprocal Easement Agreement recorded on September 14, 2007 as Entry No. 10222869 in Book 9515, Pages 5038-5086 of the Official Records of Salt Lake County, Utah (the "OEA"); and

WHEREAS the OEA was amended by that certain First Amendment to Construction, Operation and Reciprocal Easement Agreement recorded on November 4, 2008 as Entry No. 10554765 in Book 9656, Pages 3664-3672 of the Official Records of Salt Lake County, Utah (the "First Amendment" and collectively with the OEA hereinafter referred to as the "OEA") to add RH Retail as a party to the OEA and include the RH Retail Parcel as part of the Project; and

WHEREAS the parties no longer desire to include the RH Parcel as a part of the Project,

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

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings given them in the OEA.
2. RH Retail Parcel. The OEA is hereby amended to remove the RH Retail Parcel. Exhibits "B-1(a)" and "B-2(a)" attached to the First Amendment are hereby deleted in their entirety. The RH Parcel, as described on attached Exhibit "A", shall no longer be encumbered by the OEA. The OEA shall encumber the Costco Tract and the Developer Tract as described on attached Exhibit "B".
3. RH Retail. The OEA is hereby amended to remove RH Retail as a party thereto. Accordingly, the parties to the OEA shall hereafter be Developer and Costco.
4. Remaining Provisions. Except as set forth in this Second Amendment, all other terms contained in the OEA shall remain in full force and effect.

[Signatures, Notary Acknowledgements and Consent Follow]

IN WITNESS WHEREOF the parties have executed this Second Amendment as of the date set forth above.

HARVEST VILLAGE CORP.
a Utah corporation

Ryan Peterson
By: RYAN PETERSON
Its: PRESIDENT

COSTCO WHOLESALE CORPORATION
a Washington corporation

Richard J. Olin
By: RICHARD J. OLIN
Its: V.P./Asst. Secretary

RH RETAIL, L.L.C.
a Utah limited liability company

Warren F. Kirk
By: WARREN F. KIRK
Its: MEMBER

STATE OF UTAH
COUNTY OF SALT LAKE

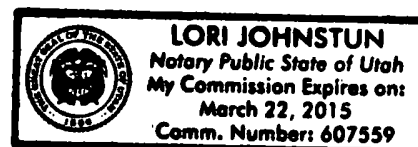
On the 2nd day of JANUARY, 2013 personally appeared before me RYAN PETERSON who duly acknowledged to me that he executed the foregoing as PRESIDENT of HARVEST VILLAGE CORP., a Utah corporation.

Lori Johnstun
Notary Public

STATE OF UTAH
COUNTY OF SALT LAKE

On the 2nd day of JANUARY, 2013 personally appeared before me WARREN F. KIRK who duly acknowledged to me that he executed the foregoing as MEMBER of RH RETAIL, L.L.C., a Utah limited liability company.

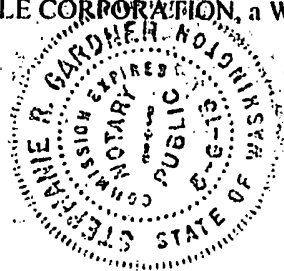
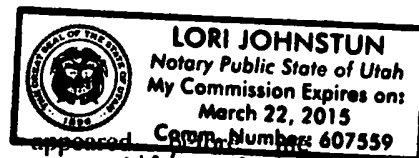
Lori Johnstun
Notary Public



STATE OF Washington
COUNTY OF King

On the 27 day of December, 2012 personally appeared Richard J. Olin who duly acknowledged to me that he executed the foregoing as VP/ASSTEC of COSTCO WHOLESALE CORPORATION, a Washington corporation.

Lori Johnstun
Notary Public



CONSENT

The undersigned, having an interest in the Developer Parcels, hereby consent to the foregoing Second Amendment.

Kenneth L. Jones Trust
By Ronnie S. Jones
Ruth S. Jones, Trustee of the
Kenneth L. Jones Trust

RUTH S. JONES FAMILY PARTNERSHIP

Ronnie S. Jones
Ronnie Jones, General Partner

RUTH S. JONES FAMILY TRUST

Ruth S. Jones By Ronnie S. Jones P.O.A.
Ruth S. Jones, Trustee

STATE OF UTAH
COUNTY OF SALT LAKE

On the 15TH day of JANUARY, 2013 personally appeared before me Ruth S. Jones who duly acknowledged to me that she executed the foregoing as Trustee of the KENNETH L. JONES TRUST.



Lori Johnstun
Notary Public

STATE OF UTAH
COUNTY OF SALT LAKE

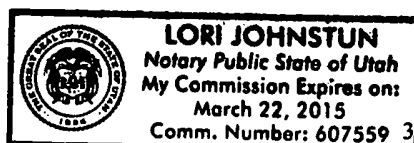
On the 15TH day of JANUARY, 2013 personally appeared before me Ruth S. Jones who duly acknowledged to me that she executed the foregoing as Trustee of the RUTH S. JONES FAMILY TRUST.



Lori Johnstun
Notary Public

STATE OF UTAH
COUNTY OF SALT LAKE

On the 15TH day of JANUARY, 2013 personally appeared before me Ronnie Jones who duly acknowledged to me that he executed the foregoing as the General Partner of the RUTH S. JONES FAMILY PARTNERSHIP.



Lori Johnstun
Notary Public

EXHIBIT "A"
Legal Description of RH Retail Parcel

Beginning at a point on the south line of Harvest Village at South Jordan Subdivision Phase I, as found and on file at the Salt Lake County Recorder's Office, Book 2007, Page 367, said point being South 0°08'50" East 26.58 feet along the Quarter Section line and being the east line of the Bangerter Highway and North 89°57'07" East 774.91 feet along the south line of said Harvest Village at South Jordan Subdivision Phase I from the Center of Section 17, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running: thence North 89°57'07" East 356.47 feet along the south line of said Harvest Village at South Jordan Subdivision Phase I to a point on the west line of River Heights Drive; thence Southwesterly 100.95 feet along the arc of a 2948.00 foot radius curve to the right (center bears North 79°34'54" West and the long chord bears South 11°23'57" West 100.95 feet with a central angle of 1°57'43") along the west line of said River Heights Drive; thence North 77°35'19" West 73.88 feet; thence North 89°57'07" East 208.29 feet; thence Southeasterly 87.96 feet along the arc of a 56.00 foot radius curve to the right (center bears North 00°02'53" East and the chord bears North 45°02'53" West 79.20 feet with a central angle of 90°00'00"); thence North 00°22'40" East 26.16 feet to the point of-beginning.

Parcel No. 27-17-400-039

EXHIBIT "A"

EXHIBIT "B"

Legal Description of Costco Tract and Developer Tract

Costco Tract:

Lot 6, Harvest Village a commercial subdivision, a part of the Northeast Quarter of Section 17, Township 3 South, Range 1 West, SLB&M, U.S. Survey, South Jordan City, Salt Lake County, Utah

Developer Tract:

Lots 1, 2, 4 and 5, Harvest Village a commercial subdivision, a part of the Northeast Quarter of Section 17, Township 3 South, Range 1 West, SLB&M, U.S. Survey, South Jordan City, Salt Lake County, Utah