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06/30/2015 11:07 AM \$23.00  
Book - 10338 Pg - 8480-8484  
GARY W. OTT  
RECODER, 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, 6<sup>th</sup> 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 15<sup>th</sup> 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

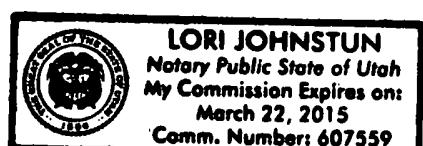
RH RETAIL, L.L.C.  
a Utah limited liability company

*W.F. Kirk*  
By: WARRREN F. KIRK  
Its: MEMBER

STATE OF UTAH  
COUNTY OF SALT LAKE

On the 2<sup>nd</sup> 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.

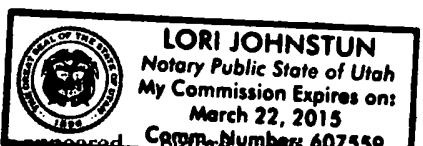
*Lori Johnston*  
Notary Public



STATE OF UTAH  
COUNTY OF SALT LAKE

On the 2<sup>nd</sup> day of JANUARY, 2013 personally appeared before me  
WARRREN 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.

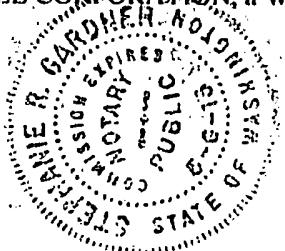
*Lori Johnston*  
Notary Public



STATE OF Washington  
COUNTY OF King

On the 21 day of December, 2012 personally appeared before me  
Richard J. Olin who duly acknowledged to me that he executed the foregoing as V.P./Asst Sec of  
COSTCO WHOLESALE CORPORATION, a Washington corporation.

*Stephanie Jordan*  
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

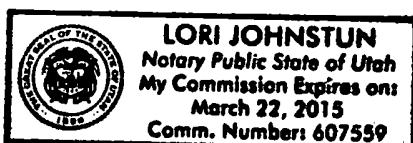
*Ronnie S. Jones*  
Ronnie Jones, General Partner

## 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

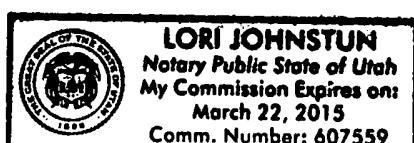
On the 15<sup>th</sup> day of January, 2013 personally appeared before me Ruth S. Jones who duly acknowledged to me that she executed the foregoing as Trustee of the KENNETH L. JONES TRUST.



*Lori Johnstun*  
Notary Public

## STATE OF UTAH COUNTY OF SALT LAKE

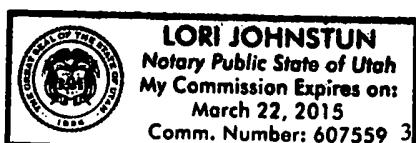
On the 15<sup>th</sup> day of January, 2013 personally appeared before me Ruth S. Jones who duly acknowledged to me that she executed the foregoing as Trustee of the RUTH S. JONES FAMILY TRUST.



*Lori Johnstun*  
Notary Public

## STATE OF UTAH COUNTY OF SALT LAKE

On the 15<sup>th</sup> 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"**

***BK 10338 PG 8483***

**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**

**EXHIBIT "B"**