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WHEN RECORDED PLEASE MAIL TO:

RETURNED

JUL 14 1997

Woodbury Amsource, Inc.
c/o Gregory J. Schmidt
2677 East Parleys Way
Salt Lake City, Utah 84109

E 1334336 B 2151 P 721
JAMES ASHAUER, DAVIS CNTY RECORDER
1997 JUL 14 8:36 AM FEE 33.00 DEP REC
REC'D FOR TITLE WEST TITLE COMPANY

FIRST AMENDMENT

TO

OPERATION AND EASEMENT AGREEMENT

BETWEEN

2 A - Layton
Market Center
A m d

DAYTON HUDSON CORPORATION

AND

~~10-196-0001~~
0002

~~0012~~ WOODBURY AMSOURCE, INC.

10-200-0002

THIS FIRST AMENDMENT TO OPERATION AND EASEMENT AGREEMENT ("Amendment") is made and entered into as of the 16th day of June, 1997, between DAYTON HUDSON CORPORATION, a Minnesota corporation ("Target") and WOODBURY AMSOURCE, INC., a Utah corporation, ("Woodbury"). The following terms and conditions supplement that certain Operation and Easement Agreement recorded in the office of the Davis County, Utah Recorder's Office as Entry # 1305041, Book 2096, Page 1354.

WITNESSETH

WHEREAS, Target is the owner of a certain tract of land described in Exhibit A attached hereto and identified as the "Target Tract" on Exhibit X (the "Site Plan") attached hereto; and

WHEREAS, Woodbury is the owner of a certain tract of land described in Exhibit B attached hereto and identified as the "Woodbury Tract" on the Site Plan; and

WHEREAS, the Target Tract and the Woodbury Tract (collectively the "Shopping Center") are contiguous and adjacent as shown on the Site Plan.

NOW THEREFORE, in consideration of the premises, the covenants and agreements hereinafter set forth and in furtherance of the parties understanding it is agreed as follows:

E 1334336 & 2151 P 722

1. AMENDMENTS

- a. The following terms, conditions and exhibits contained in the above referenced Operation and Easement Agreement are hereby amended and modified as follows:
- i. Section 3.2 (A) The lighting system shall be designed to produce a minimum maintained lighting intensity measured at grade at all points in the Common Area of two (2) foot candle; provided however, that the extreme edge of the parking or drive areas may have not less than a minimum maintained lighting intensity measured at grade of one (1) foot candle, and provided further that the drive areas immediately in front of the entrance to any building on the Target Parcel shall have not less than a minimum maintained lighting intensity measured at grade of five (5) foot candles and on the Woodbury Tract of two (2) foot candles. Each Party may elect to control the lighting system located on its Tract. The type and design of the Common Areas light standards shall be approved by the Approving Parties.
 - ii. The Site Plan to the Operation and Easement Agreement is hereby replaced in its entirety with the Exhibit "X" attached hereto.
 - iii. All references in the Operation and Easement Agreement to "Lot 3" shall hereinafter be deemed to refer to Lot 3A depicted on the Site Plan.
 - iv. All references in the Operation and Easement Agreement to "Lot 4" shall hereinafter be deemed to refer to Lot 4A depicted on the Site Plan.
 - v. All references in the Operation and Easement Agreement to "Lot 5" shall hereinafter be deemed to refer to Lot 5A depicted on the Site Plan.
 - vi. All references in the Operation and Easement Agreement to "Lot 6" shall hereinafter be deemed to refer to Lot 6A depicted on the Site Plan.
 - vii. All references in the Operation and Easement Agreement to "Lot 7" shall hereinafter be deemed to refer to Lot 7A depicted on the Site Plan.
 - viii. All references in the Operation and Easement Agreement to "Lot 8" shall

hereinafter be deemed to refer to Lot 8A depicted on the Site Plan.

ix. All references in the Operation and Easement Agreement to "Lot 9" shall hereinafter be deemed to refer to Lot 9A depicted on the Site Plan.

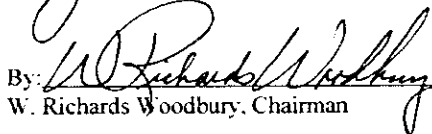
E 1334336 B 2151 P 723

2. MISCELLANEOUS

- a. All Other Terms and Conditions to Remain the Same. This Amendment is hereby integrated into the Operation and Easement Agreement described above. Any terms and conditions of the above described Operation and Easement Agreement not modified or replaced by this Amendment shall remain in full force and effect and both Target and Woodbury agree to remain bound thereby.

WOODBURY AMSOURCE, INC.
("Woodbury")

By: 
John R. Gaskill, President

By: 
W. Richards Woodbury, Chairman

DAYTON HUDSON CORPORATION
("Target")

By: 
Name: **Edward J. Bierman**
Title: **Vice President**
Target Stores

TARGET'S ACKNOWLEDGMENT

State of Minnesota }
} ss.
County of Hennepin }

On this 18th day of JUNE, 1997, before me, a Notary Public within and for said County, personally appeared EDWARD J. BIERMAN, to me personally known, who, being first by me duly sworn, did say the he is the VICE PRESIDENT of Target Stores, a division of Dayton Hudson Corporation, and a duly-authorized signatory of said corporation, and that the foregoing instrument was signed by him on behalf of said corporation

by authority of its Board of Directors and EDWARD J. BIERMA acknowledged said instrument to be the free act and deed of said corporation.



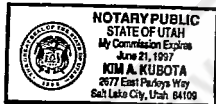
Linda E. Johnson
NOTARY PUBLIC

WOODBURY'S ACKNOWLEDGMENT

E 1334336 B 2151 P 724

State of Utah }
 } ss.
County of Salt Lake }

On this 16 day of June, 1997 before me personally appeared W. RICHARDS WOODBURY and JOHN R. GASKILL, to me personally known to be the Chairman and President of Woodbury Amsource, Inc., the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.



Kim A. Kubota
NOTARY PUBLIC

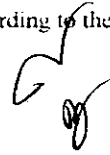
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EXHIBIT "A"

Legal Description of Target Tract

All of Lot 2A, LAYTON MARKET CENTER SUBDIVISION AMENDED, amending Lots 1, 2 and 12 of LAYTON MARKET CENTER SUBDIVISION, according to the official plat thereof, on file and of record in the office of the Davis County Recorder.

10-196-0002



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EXHIBIT "B"

Legal Description of Woodbury Tract

All of Lots 1A and 12A, LAYTON MARKET CENTER SUBDIVISION AMENDED, amending Lots 1, 2 and 12 of LAYTON MARKET CENTER SUBDIVISION, according to the official plat thereof, on file and of record in the office of the Davis County Recorder.

All of Lots 3A, 4A, 5A, 6A, 7A, 8A, and 9A, LAYTON MARKET CENTER SUBDIVISION 2ND AMENDED, according to the official plat thereof, on file and of record in the office of the Davis County Recorder.

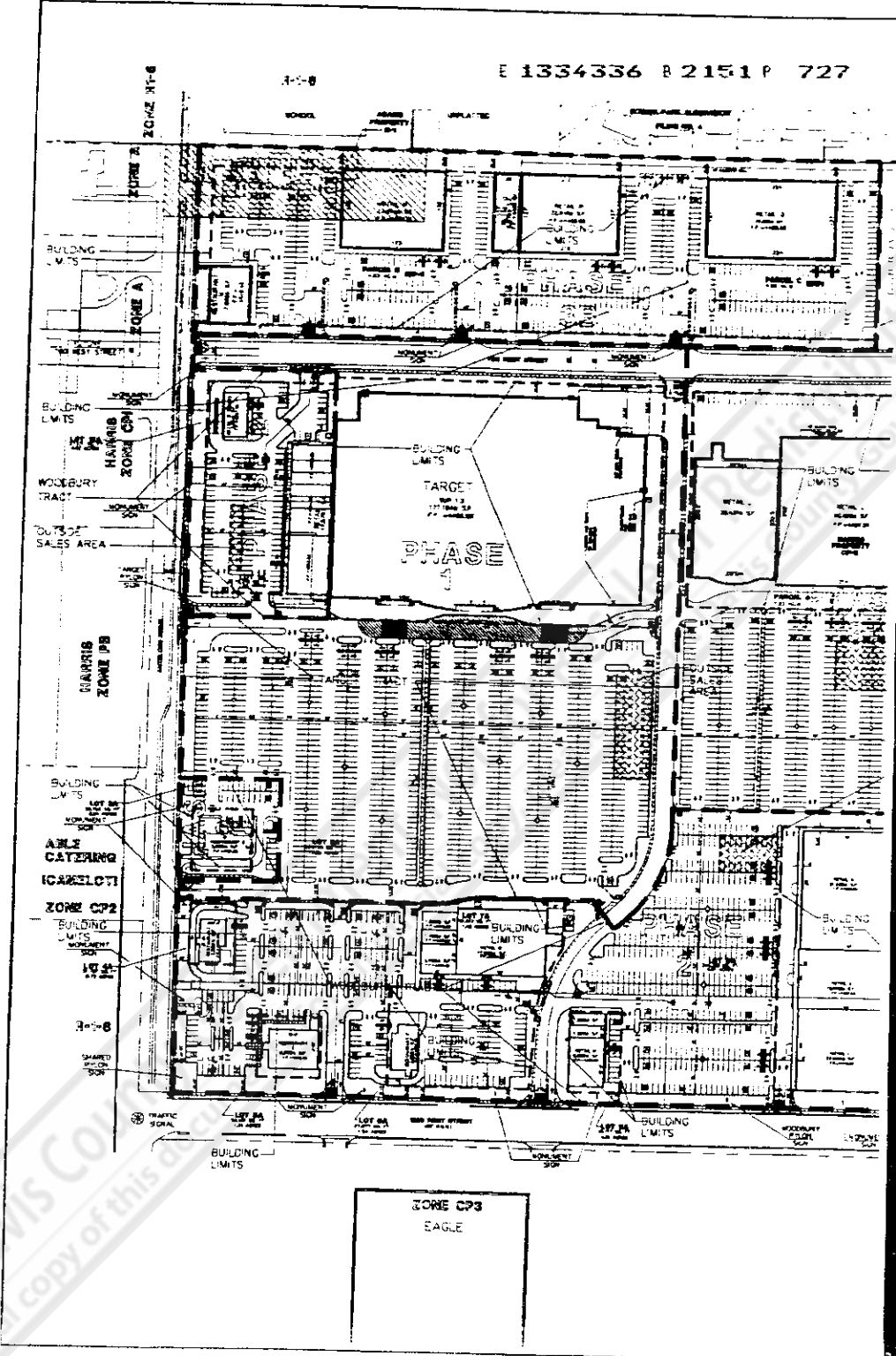
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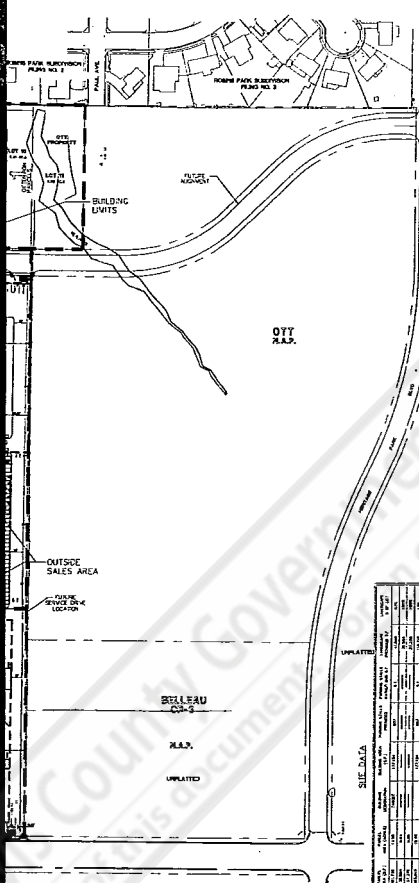
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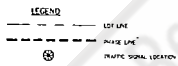
3-1-B



led by Davis Co
 Official copy of this



E 1334336 B 215 P 728



WOODBURY TRACT - LOT 1A, LOTS 3A-9A, 12A
 TARGET TRACT - LOT 2 - LOTS 10 & 11
 EXPANSION PROPERTY - S SHOWN AS
 "PHASE 3A, 3B" AND "ADAMS PROPERTY"
 DETENTION POND PARCELS - LOTS 10 & 11
 ADAMS PROPERTY, PHASE 3B, AND LOTS
 10 & 11 ARE NOT PART OF THE SHOPPING
 CENTER.

DRY E. WOODBURY AND ASSOCIATES, ARCHITECTS
 5415 S. 1100 W. SUITE 100
 SALT LAKE CITY, UTAH 84119
 (801) 487-7710



LAYTON MARKET CENTER
 LAYTON, UTAH

SITE DATA

NO.	AREA	DESCRIPTION	AREA		PERCENT		TOTAL		REMARKS
			SQ. FT.	SQ. YD.	%	%	SQ. FT.	SQ. YD.	
1	WOODBURY TRACT - LOT 1A, LOTS 3A-9A, 12A	WOODBURY TRACT - LOT 1A, LOTS 3A-9A, 12A	12,500	285	100	100	12,500	285	
2	TARGET TRACT - LOT 2 - LOTS 10 & 11	TARGET TRACT - LOT 2 - LOTS 10 & 11	1,500	34	12	12	1,500	34	
3	EXPANSION PROPERTY - S SHOWN AS "PHASE 3A, 3B" AND "ADAMS PROPERTY"	EXPANSION PROPERTY - S SHOWN AS "PHASE 3A, 3B" AND "ADAMS PROPERTY"	1,500	34	12	12	1,500	34	
4	DETENTION POND PARCELS - LOTS 10 & 11	DETENTION POND PARCELS - LOTS 10 & 11	1,500	34	12	12	1,500	34	
5	ADAMS PROPERTY, PHASE 3B, AND LOTS 10 & 11 ARE NOT PART OF THE SHOPPING CENTER.	ADAMS PROPERTY, PHASE 3B, AND LOTS 10 & 11 ARE NOT PART OF THE SHOPPING CENTER.	1,500	34	12	12	1,500	34	



GC
 Associated Inc.
 2100 S. Main Street
 Salt Lake City, Utah 84143
 (801) 487-7710

EXHIBIT 'X'

SCALE: 1" = 60'
 REVISIONS:
 BY: []
 DATE: []

PREPARED BY: []
 DATE: []

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