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WHEN RECORDED PLEASE MAIL TO:

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

RETURNED
FEB - 6 1998

E 1379532 B 2236 P 1133
JAMES ASHAUER, DAVIS CNTY RECORDER
1998 FEB 6 9:00 AM FEE 38.00 DEP NT
REC'D FOR TITLE WEST TITLE COMPANY

10-206-0301 thru
0305
Layton Market Center
III

SECOND AMENDMENT
TO
OPERATION AND EASEMENT AGREEMENT
BETWEEN
DAYTON HUDSON CORPORATION
AND
WOODBURY AMSOURCE, INC.

THIS SECOND AMENDMENT TO OPERATION AND EASEMENT AGREEMENT ("Amendment") is made and entered into as of the 23 day of JANUARY, 1998, between DAYTON HUDSON CORPORATION, a Minnesota corporation ("Target") and IG, L.C., a Utah limited liability company, ("IG"). 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 (the "OEA") and the "First Amendment to Operation and Easement Agreement" dated June 16, 1997 and recorded as Entry # 1334336, Book 2151, Page 721 (hereinafter the "First Amended Operation and Easement Agreement").

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, IG is the successor in interest of Woodbury Amsource, Inc. and the present

COURTESY RECORDING

This document is being recorded solely as a courtesy to the parties. Title West assumes no responsibility for the contents hereof and makes no representations as to the effect or validity of this document

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

E 1379532 B 2236 P 1134

WHEREAS, IG has recently acquired the parcel of property described on Exhibit C attached hereto which is as a portion of "Phase 3A" on the Site Plan which property has automatically become an additional part of the Woodbury Tract; 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:

1. AMENDMENTS

a. The following terms, conditions and exhibits contained in the above referenced First Amended Operation and Easement Agreement are hereby amended and modified as follows:

i. Section 4.2 (D) is hereby modified to reflect that IG has acquired Phase 2 and a portion of Phase 3A, resulting in the following allocations between the Woodbury Tract and the Target Tract for Common Area Maintenance Costs and the Administration Fee:

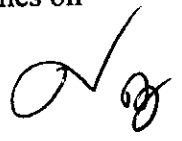
- (1) To the Woodbury Tract 58.04%
- (2) To the Target Tract 41.96%

If IG acquires the remaining property within Phase 3A the allocations will be as follows:

- (1) To the Woodbury Tract 61.63%
- (2) To the Target Tract 38.37%

The other terms of Section 4.2 (D) shall remain as presently constituted.

ii The Site Plan (Exhibit "X") attached to the First Amended Operation and Easement Agreement is hereby replaced in its entirety with the new Site Plan (Exhibit "X") attached hereto and by this reference incorporated herein. This change is made to slightly modify the building limit lines on the area of the Site Plan described as Phase 3A.



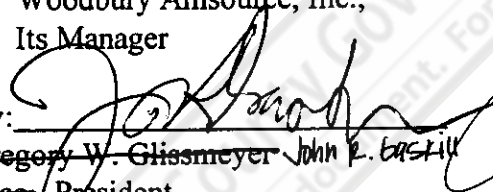
ii All Other Terms and Conditions to Remain the Same. This Amendment is hereby integrated into the First Amended Operation and Easement Agreement described above (hereinafter collectively the "Second Amended Operation and Easement Agreement"). Any terms and conditions of the above described First Amended Operation and Easement Agreement not modified or replaced by this Amendment shall remain in full force and effect and both Target and IG agree to remain bound thereby.

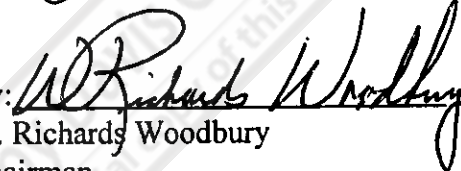
ii NOTICE OF SUPPLEMENTAL OPERATION AND EASEMENT AGREEMENT

ii Pursuant to Section 6.17 of the Second Amended Operation and Easement Agreement, the parcels of property described on Exhibit C attached hereto which have been acquired by IG have automatically become a part of the "Woodbury Tract" and are incorporated as a part of the Shopping Center. The Second Amended Operation and Easement Agreement and all future amendments thereto shall constitute covenants running with the land described on Exhibit C pursuant to Section 6.7 of the Second Amended Operation and Easement Agreement.

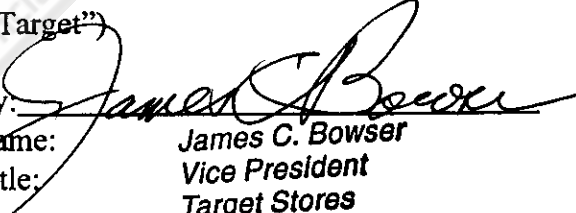
IG, L.C., a Utah limited liability company ("IG")

By: Woodbury Amsource, Inc.,
Its Manager

By: 
~~Gregory W. Glissmeyer~~ ~~John P. Bastill~~
Vice President

By: 
W. Richards Woodbury
Chairman

DAYTON HUDSON CORPORATION ("Target")

By: 
Name: James C. Bowser
Title: Vice President
Target Stores

TARGET'S ACKNOWLEDGMENT

State of Minnesota }
 }ss.
County of Hennepin }

E 1379532 B 2236 P 1136

On this 21ST day of JANUARY, 1997, before me, a Notary Public within and for said County, personally appeared JAMES C. BOWSER, 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 JAMES C. BOWSER acknowledged said instrument to be the free act and deed of said corporation.

Linda E. Johnson
NOTARY PUBLIC



WOODBURY'S ACKNOWLEDGMENT

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

On this 23 day of JANUARY, 1997 before me personally appeared W. RICHARDS WOODBURY and GREGORY W. GLISSMEYER, to me personally known to be the Chairman and Vice - 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.

Pauline E. Essen
NOTARY PUBLIC

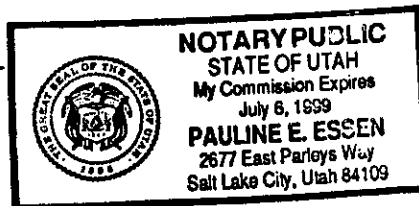


EXHIBIT "A"

E 1379532 B 2236 P 1137

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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Legal Description of Property Added to the Woodbury Tract

A part of the Northwest Quarter of Section 17, Township 4 North, Range 1 West of the Salt Lake Base and Meridian, County of Davis, State of Utah, more particularly described as follows:

Beginning at an angle point in the East right of way line of 700 West Street as shown on the final plat of Layton Market Center Subdivision, said point being South 89 degrees 55'10" West 328.83 feet along the Section line and South 00 degrees 04'50" East 882.66 feet from the Northeast corner of said Northwest Quarter of Section 17, thence North 89 degrees 49'56" West along the South line of said Layton Market Center Subdivision and along the South line of Layton Market Center Subdivision Amended a distance of 781.42 feet to the Northeast corner of Lot 9A of Layton Market Center Subdivision 2nd Amended thence South 00 degrees 10'04" West, along the East line of said Lot 9A a distance of 263.74 feet; thence South 89 degrees 49'56" East 311.17 feet; thence South 00 degrees 10'04" West 3.00 feet; thence South 89 degrees 49'56" East 249.00 feet; thence North 00 degrees 10'04" East 51 feet; thence South 89 degrees 49'56" East 221.26 feet to a point which is South 00 degrees 10'04" West 215.74 more or less the point of beginning, thence North 00 degrees 10'04" East 215.74 feet to the point of beginning.

10-206-0701 to 0305

