

After recording, return to:
Woodbury Corp. 1A, 12A, 2A Layton Market Cent and
2733 E. Parley's Way, #300 3A, 4A, 5A, 6A, 7A, 8A, 9A Layton Market Center 2nd Area
Salt Lake City, UT 84109 301 thru 305 Layton Market Center 3
401 thru 403 Layton Market Center 4

SUPPLEMENTAL MAINTENANCE AND EASEMENT AGREEMENT

THIS SUPPLEMENTAL MAINTENANCE AND EASEMENT AGREEMENT (the "Agreement") is made and entered into as of this 30th day of September 1999 between DAYTON HUDSON CORPORATION, a Minnesota corporation ("Target") and IG, L.C., a Utah limited liability company ("IGLC") collectively referred to herein as the "Parties".

10-196-0001, 0002, 0012

10-200-0003 thru 0009 10-220-0401 thru 0403
10-206-0301 thru 0305

E 1556171 B 2577 P 1006
SHERYL L. WHITE, DAVIS CNTY RECORDER
1999 NOV 2 8:32 AM FEE 47.00 DEP NT
REC'D FOR TITLE WEST TITLE COMPANY

WITNESSETH

WHEREAS, Target as the owner of a certain parcel of real property described on Exhibit "A" (the "Target Tract") and Woodbury Amsource, Inc., a Utah corporation ("Woodbury") as owner of a certain parcel of real property described on Exhibit "B" (the "Woodbury Tract") entered into a Maintenance and Easement Agreement ("MEA") covering said two parcels dated February 11, 1997 and recorded in the office of the Davis County Recorder on February 19, 1997; and

WHEREAS, Article IV of the MEA sets forth that in the event that either Target or Woodbury acquire real property within a designated expansion area ("Expansion Area") that such real property shall be subject to and encumbered and bound by the MEA as a first lien; and

WHEREAS, Woodbury conveyed the Woodbury Tract to IGLC, a related business entity; and

WHEREAS, IGLC acquired that portion of the Expansion Area identified as Phase 3A on the Site Plan attached to the MEA and legally described on Exhibit C, which parcel of real property became part of the Shopping Center as defined in the MEA (the "Shopping Center") and became subject upon acquisition to the terms of the MEA; and

WHEREAS, IGLC acquired a portion of the remainder of the Expansion Area, identified on the Site Plan Attached to the MEA as part of Phase 3B ("Reduced Phase 3B") legally described on Exhibit D and the Adams Property legally described on Exhibit E, which parcels of real property became subject upon acquisition by IGLC to the terms of the MEA, but by the terms of the MEA are not part of the Shopping Center; and

WHEREAS, pursuant to the requirement of the MEA, the Parties enter into the following Agreement.

AGREEMENT

- 1. Defined Terms. Unless otherwise defined herein, the capitalized terms contained in this Agreement shall have the meanings set forth for such terms in the MEA.

2. Applicability to IGLC. The Parties stipulate that the MEA applies to IGLC in the same manner as it applied to Woodbury when Woodbury was the owner of the Woodbury Tract.

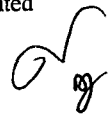
E 1556171 B 2577 P 1007

3. Encumbrance of Expansion Area Parcels. Phase 3A, Reduced Phase 3B and the Adams Property are each subject to and encumbered and bound by the MEA as a first lien. Phase 3A is deemed part of the Shopping Center, but neither Reduced Phase 3B nor the Adams Property shall be deemed part of the Shopping Center for purposes of the MEA. This Agreement shall be recorded in the office of the Davis County Recorder as a first lien against each of the parcels described on Exhibit C and Exhibit D attached hereto.

4. Allocation of Maintenance Costs. The Parties stipulate that Woodbury or IGLC have now acquired all of the Expansion Area, and that pursuant to Article II Section D of the MEA, the Detention Facilities Maintenance Costs and Administration Fee shall be allocated among the parcels within the Shopping Center as follows:

(a)	To the Woodbury Tract:	38.94%
(b)	To Phase 3A:	19.42%
(c)	To Reduced Phase 3B:	7.85%
(d)	To the Adams Property:	2.90%
(e)	To the Target Tract:	30.89%

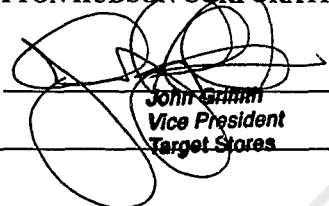
5. Supplementation. The provisions of this Agreement are intended to supplement the provisions of the MEA. Except as expressly modified or supplemented herein, the MEA shall remain in full force and effect.



IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the day and year first written above.

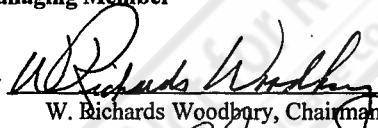
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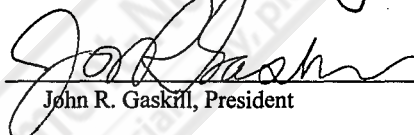
DAYTON HUDSON CORPORATION

By: 
John Gaskill
Vice President
Target Stores
Its: _____

IG, L.C., a Utah limited liability company

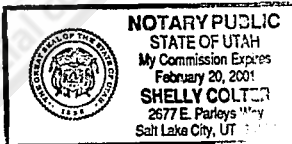
**By Woodbury Amsource, Inc., a Utah corporation,
Managing Member**

By 
W. Richards Woodbury, Chairman

By 
John R. Gaskill, President

STATE OF UTAH)
) : ss.
COUNTY OF)

On this 27th day of September, 1999 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., a Utah corporation, the managing member of IG, L.C., a Utah limited liability company that executed the within instrument, said two individuals known to me to be the persons who executed the within instrument on behalf of said limited liability company therein named, and acknowledged to me that such company executed the within instrument pursuant to its operating agreement or a resolution of its managers.




Notary Public

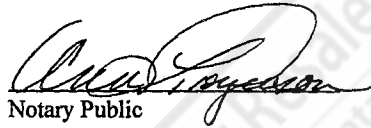
STATE OF Minnesota)

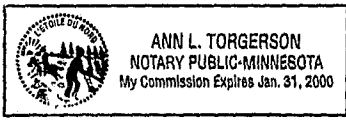
: SS.

E 1556171 B 2577 P 1009

COUNTY OF Hennepin)

On this 30th day of September, 1999 before me personally appeared John Griffith, to me personally known to be the Vice President Target Stores ^{adviser} of Dayton Hudson Corporation, the corporation that executed the within instrument, known to me to be the person 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.


Notary Public



Notarized by Davis County Government - Not for multiple distribution
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EXHIBIT A

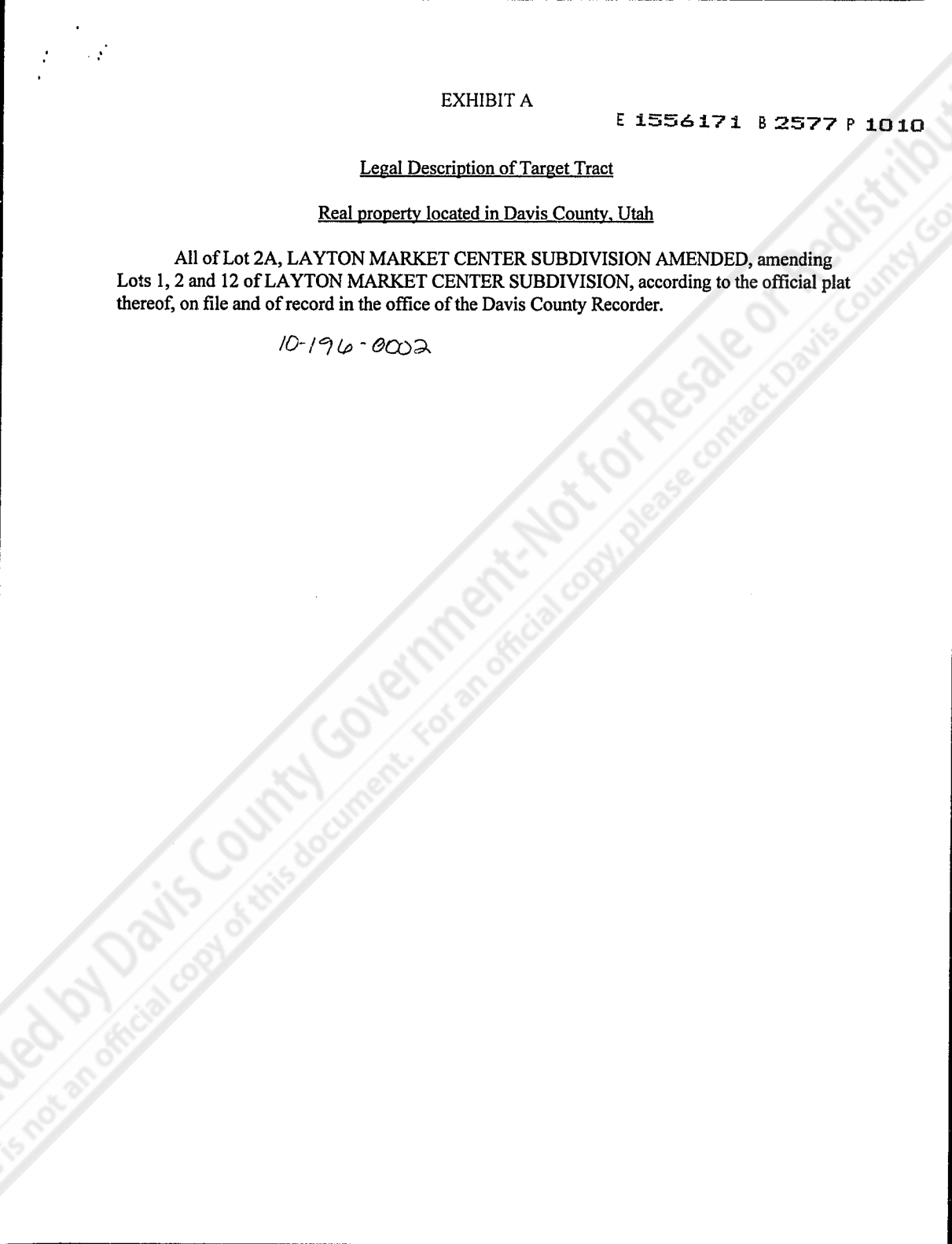
E 1556171 B 2577 P 1010

Legal Description of Target Tract

Real property located in Davis County, Utah

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



Legal Description of Target Tract

Real property located in Davis County, Utah

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 3^A, 4^A, 5^A, 6^A, 7^A, 8^A and 9^A, 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.

10-196-0002

10-200-0003

-0004

-0005

-0006

-0007

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-0009

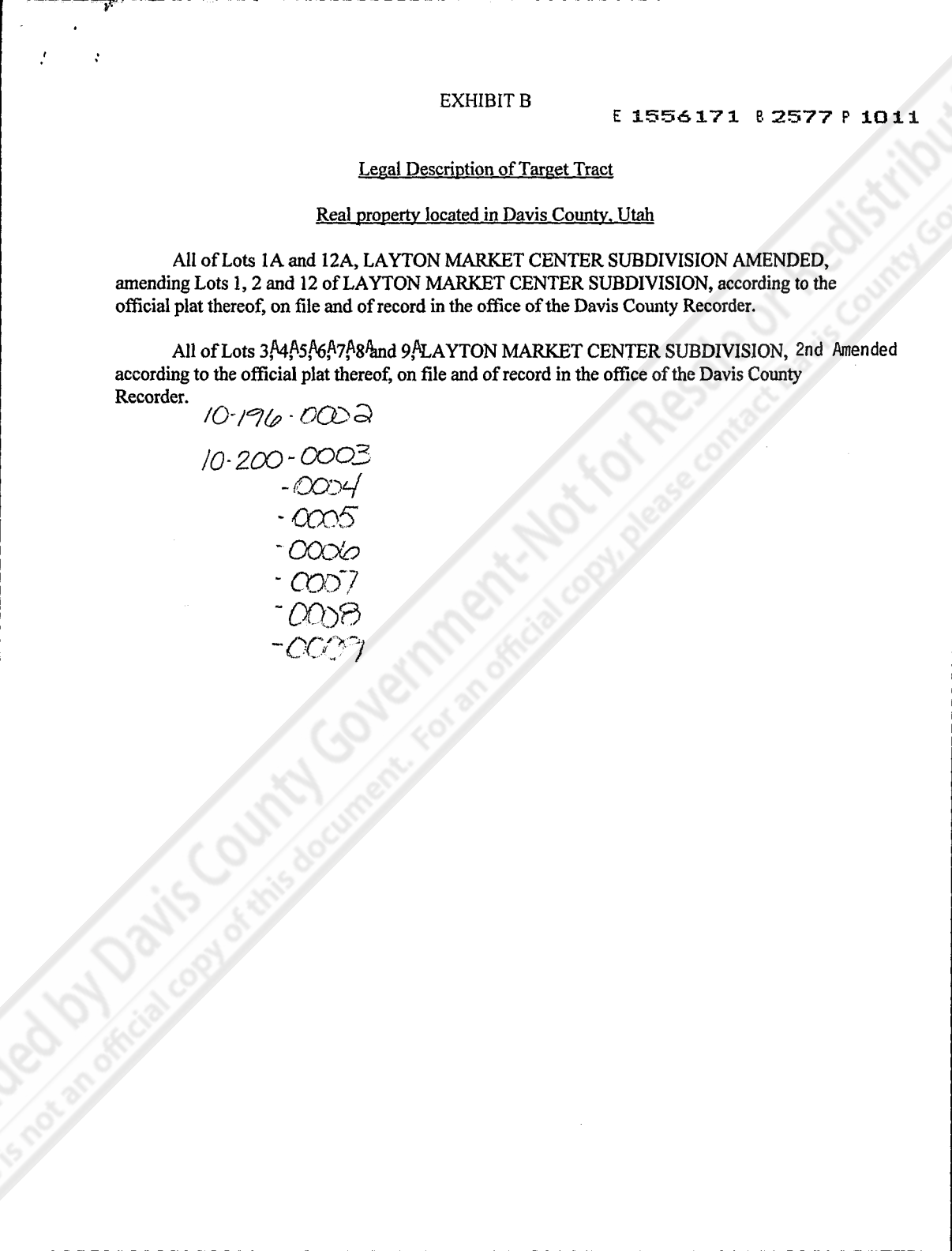


EXHIBIT C

E 1556171 B 2577 P 1012

Legal Description of Phase 3A

Real Property located in Davis County, Utah

Lots 301, 302, 303, 304 and 305 Layton Market Center Subdivision Phase 3.

10-206-0301

- 0302

- 0303

- 0304

- 0305

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EXHIBIT D

E 1556171 B 2577 P 1013

Legal Description of Reduced Phase 3B

Real property located in Davis County, Utah:

Lots 401, 402 and 403 of Layton Market Center Subdivision Phase 4, less and excepting the following parcel within said Lot 402 designated as the Adams Property:

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 2515 FEET EAST FROM THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 435.6 FEET, EAST 125 FEET, NORTH 435.6 FEET, WEST 125 FEET TO THE POINT OF BEGINNING.

10-027-00912

EXHIBIT E

E 1556171 B 2577 P 1014

Legal Description of the Adams Property

Real Property located in Davis County, Utah

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 2515 FEET EAST FROM THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 435.6 FEET, EAST 125 FEET, NORTH 435.6 FEET, WEST 125 FEET TO THE POINT OF BEGINNING.

Located within Lot 402 of the Layton Market Center Subdivision Phase 4.

10-027-0092

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