

After Recording, Return to:  
Albertson's, Inc.  
c/o Kimbal L. Gowland  
Meuleman & Miller LLP  
960 Broadway Avenue, Suite 500  
Boise, Idaho 83706

RECORDED  
JUN 01 2004

E 1990963 B 3551 P 507  
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER  
2004 JUN 1 10:30 AM FEE 37.00 DEP MEC  
REC'D FOR EQUITY TITLE AGENCY

## FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("First Amendment") is entered into on May 12, 2004, between **SB Clinton L.C.**, a Utah limited liability company ("First Party"), **Albertson's, Inc.**, a Delaware corporation ("Albertson's"), and **C&C Properties, LLC**, a Utah limited liability company ("C&C Properties").

### RECITALS

A. First Party and Albertson's entered into that certain Development Agreement of Restrictions and Easements dated October 22, 1998, which was recorded on October 23, 1998, as Entry No. 1451284, in Book 2379, beginning at Page 463, official records of Davis County, Utah, with respect to that certain real property more particularly described therein as the Shopping Center (the "Development Agreement").

B. The Development Agreement provides for phased development of the Shopping Center, and the Phase 1 Site Work (primarily pertaining to the Site Work on Parcels 1 through 7 of the Shopping Center) was performed several years ago. This First Amendment addresses aspects of the largely unperformed Future Phases Site Work on Parcels 8 through 12 of the Shopping Center.

C. The parties hereto are comprised of First Party (who was a party to the Development Agreement and is the Owner of Parcels 8, 9, 10 and 12), Albertson's (who was a party to the Development Agreement and is the Owner of Parcels 2 and 7), and C&C Properties (who is the Owner of Parcel 11).

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Development Agreement is hereby amended as follows:

1. Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Development Agreement.

2. The legal descriptions attached to the Development Agreement as Schedule I are hereby deleted and the revised legal descriptions attached hereto as Schedule I are substituted therefor. All references to Schedule I in the Development Agreement or in this First Amendment shall refer to the Schedule I attached hereto.

3. The site plan attached to the Development Agreement as Exhibit "A" is hereby deleted and the revised site plan attached hereto as Exhibit "A" (reflecting changes to Parcels 10, 11 and 12) is substituted therefor. All references to the site plan or to Exhibit "A" in the Development Agreement or in this First Amendment shall refer to the site plan attached hereto as Exhibit "A".

4. The first sentence of Section 1.1 of the Development Agreement is hereby amended to read as follows:

"Albertson's is the Owner of Parcels 2 and 7; First Party is the Owner of Parcels 8, 9, 10 and 12; Clinton Towne Center Shops L.C., a Utah limited liability company, is the Owner of Parcels 1 and 3; SB Clinton Blockbuster L.C., a Utah limited liability company, is the Owner of Parcel 6; and C&C Properties is the Owner of Parcel 11."

5. Section 20.1 of the Development Agreement is hereby amended to provide that the notice address for First Party shall be c/o Smith Brubaker Haacke, 2231 East 4800 South, Salt Lake City, Utah 84117, and that the notice address for C&C Properties shall be 8505 Windhaven Drive, Parker, Colorado 80130.

6. This First Amendment shall be recorded in the official records of Davis County, Utah, and shall be effective as of the date of said recording.

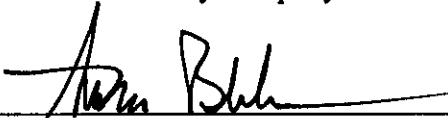
7. This First Amendment may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument. Signature and acknowledgment pages may be detached from original counterparts and attached to a single or multiple original(s) in order to form a single or multiple original(s) of this document.

8. The Development Agreement, as amended herein, is hereby ratified and confirmed. Except as amended herein, the Development Agreement shall remain in full force and effect.

EXECUTED as of the date first set forth above.

**FIRST PARTY:**

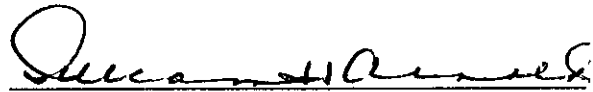
SB Clinton L.C.,  
a Utah limited liability company



By: Scott M. Brubaker  
A Member

**ALBERTSON'S:**


Albertson's, Inc.,  
a Delaware corporation



By: William H. Arnold  
Its: Group Vice President, Real Estate Law

**C&C PROPERTIES:**  
C&C Properties, LLC,  
a Utah limited liability company

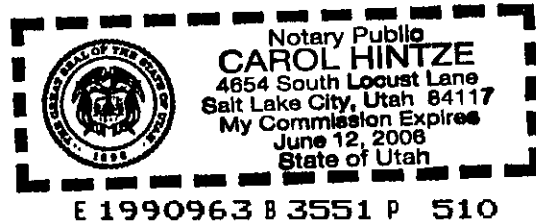
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By:   
Name: Steven P. Cloward  
Its: member

**List of Schedules and Exhibits:**

**Schedule I - Description of the Shopping Center Parcels**  
**Exhibit "A" - Site Plan**

STATE OF UTAH )  
County of Salt Lake ) ss.



The foregoing instrument was acknowledged before me this 20 day of May, 2004, by Scott M. Brubaker, Member of SB Clinton L.C., a Utah limited liability company.

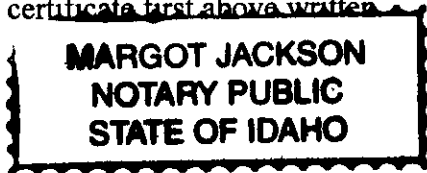
My commission expires:  
06/12/08

Carol Hintze  
Notary Public in and for the State of Utah  
Residing at Salt Lake

STATE OF IDAHO )  
County of Ada ) ss.

On this 20th day of May, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared William H. Arnold, known or identified to me to be Group Vice President, Real Estate Law, of Albertson's, Inc., the corporation that executed the within and foregoing instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



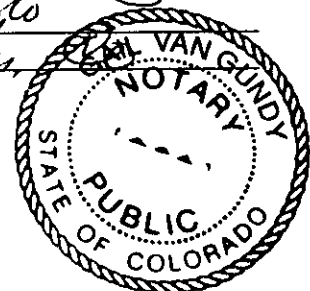
Margot Jackson  
Notary Public for Idaho  
Residing at Mt. Home, Idaho  
My commission expires: 8-26-08

STATE OF Colorado )  
County of Douglas ) ss.

The foregoing instrument was acknowledged before me this 24th day of May, 2004, by Steven J. Howard, Member of C&C Properties, LLC, a Utah limited liability company.

My commission expires:  
06/08/2004  
10961 South Parker Road  
Parker, CO 80134

Steven J. Howard  
Notary Public in and for the  
State of Colorado  
Residing at Parker



**SCHEDULE I**

to First Amendment to Development Agreement of Restrictions and Easements

Description of the Shopping Center Parcels

- Parcel 1: Lot 1, Clinton Towne Center, Clinton City, Davis County, Utah, according to the official plat thereof.  
Tax Parcel No. 14-266-0001
- Parcel 2: Lot 2, Clinton Towne Center, Clinton City, Davis County, Utah, according to the official plat thereof.  
Tax Parcel No. 14-266-0002
- Parcel 3: Lot 3, Clinton Towne Center, Clinton City, Davis County, Utah, according to the official plat thereof.  
Tax Parcel No. 14-266-0003
- Parcel 4: Lot 4, Clinton Towne Center, Clinton City, Davis County, Utah, according to the official plat thereof.  
Tax Parcel No. 14-266-0004
- Parcel 5: Lot 5, Clinton Towne Center, Clinton City, Davis County, Utah, according to the official plat thereof.  
Tax Parcel No. 14-266-0005
- Parcel 6: Lot 6, Clinton Towne Center, Clinton City, Davis County, Utah, according to the official plat thereof.  
Tax Parcel No. 14-266-0006
- Parcel 7: Lot 7, Clinton Towne Center, Clinton City, Davis County, Utah, according to the official plat thereof.  
Tax Parcel No. 14-266-0007
- Parcel 8: Lot 8, Clinton Towne Center, Clinton City, Davis County, Utah, according to the official plat thereof.  
Tax Parcel No. 14-266-0008
- Parcel 9: Lot 9, Clinton Towne Center, Clinton City, Davis County, Utah, according to the official plat thereof.  
Tax Parcel No. 14-266-0009

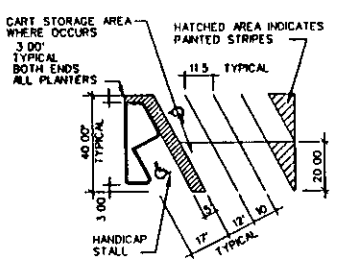
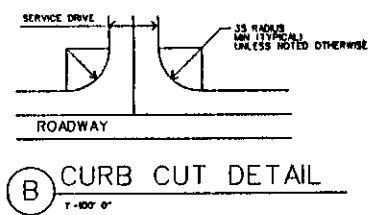
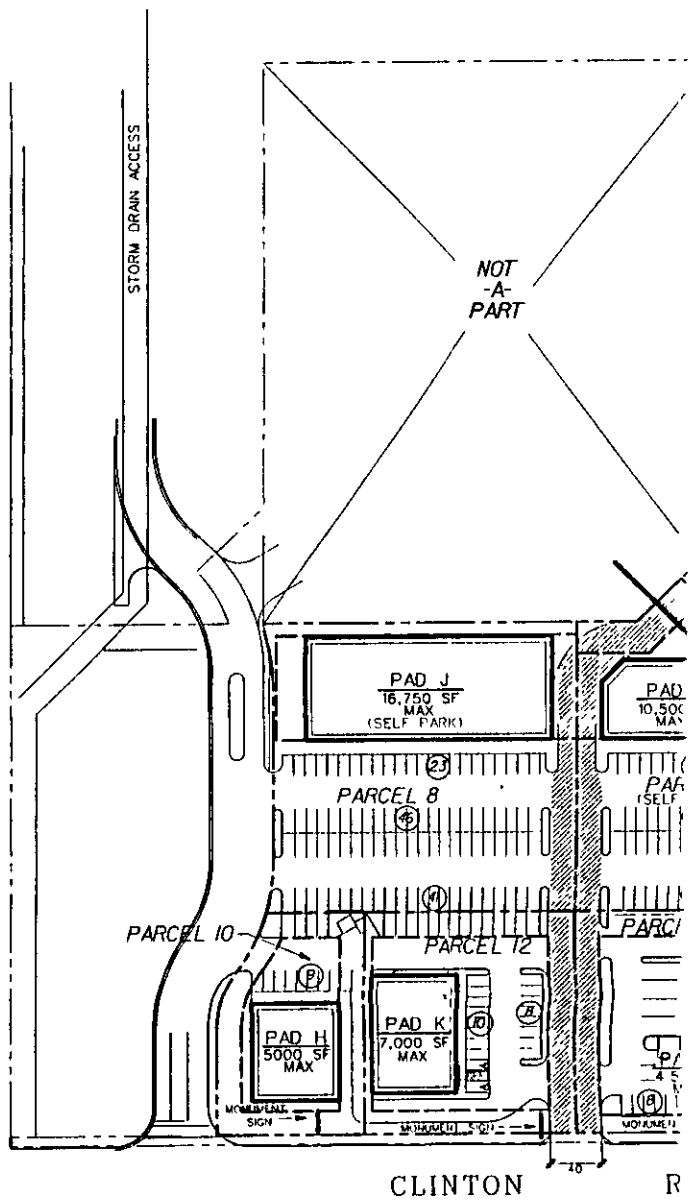
Parcel 10: Lot 10, Clinton Towne Center, Clinton City, Davis County, Utah, according to the official plat thereof.  
Tax Parcel No. 14-266-0010

LESS AND EXCEPTING the Easternmost 18.0 feet of said Lot 10.

Parcel 11: Lot 11, Clinton Towne Center, Clinton City, Davis County, Utah, according to the official plat thereof.  
Tax Parcel No. 14-266-0011

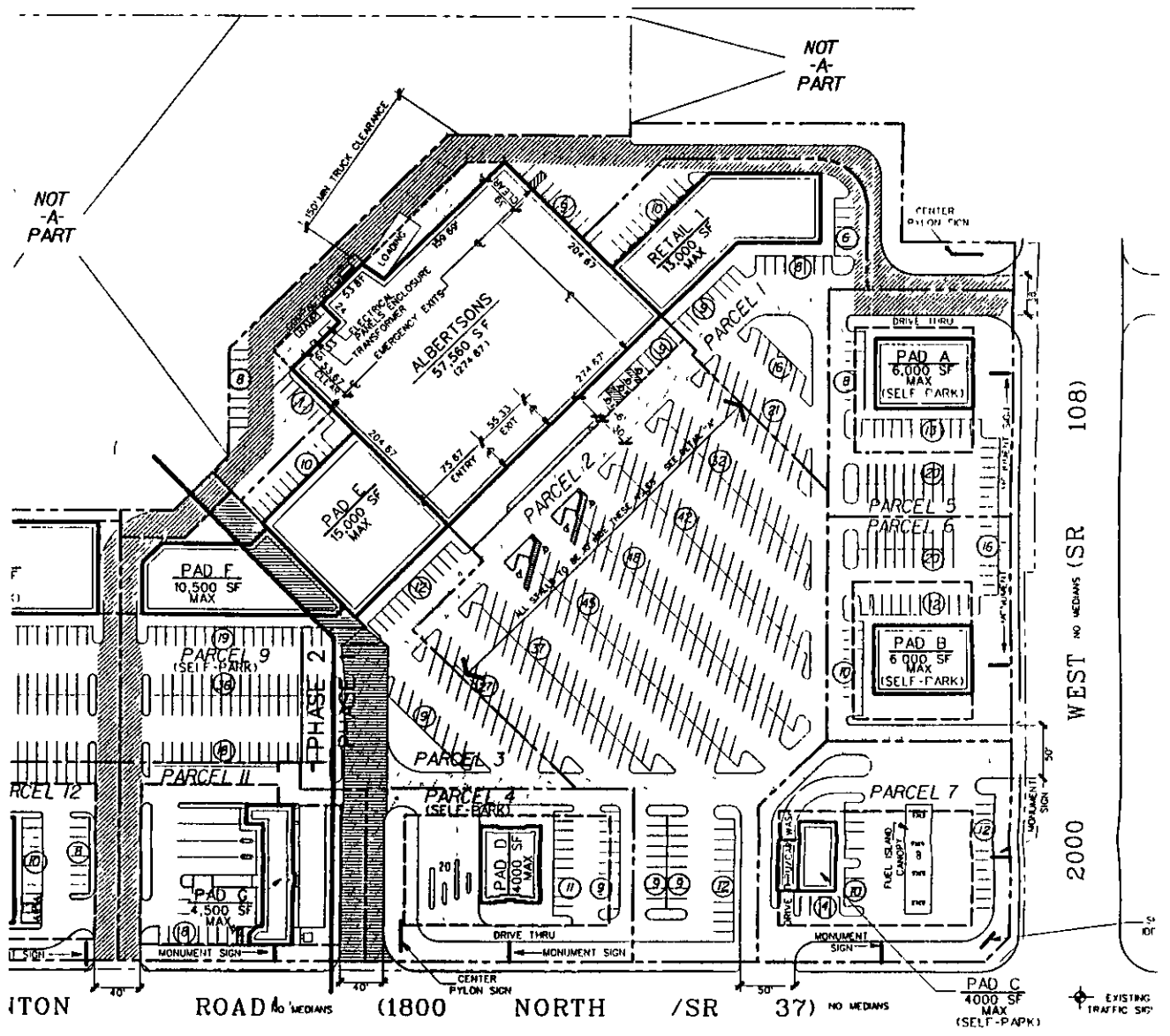
Parcel 12: Lot 12, Clinton Towne Center, Clinton City, Davis County, Utah, according to the official plat thereof.  
Tax Parcel No. 14-266-0012

TOGETHER WITH the Easternmost 18.0 feet of Lot 10, Clinton Towne Center.



**GENERAL NOTES**

- DRAWN WITH OUT BENEFIT OF SURVEY
- NO TRUCK WELLS NATURAL DOCK ONL
- PARKING REQUIREMENTS
- 1/200 SF OF GBA (ALBERTSONS S
- BUILDING SETBACK REQUIREMENTS
- PER CITY REVIEW
- LANDSCAPE REQUIREMENTS
- PER CITY REVIEW
- ZONING REQUIREMENTS
- EXISTING -



**GENERAL NOTES**

DRAWN WITH OUT BENEFIT OF SURVEY

**AL NOTES**

- 4 OUT BENEFIT OF SURVEY
- WELLS, NATURAL DOCK ONLY
- QUIREMENTS
- OF G B A. (ALBERTSONS STANDARD)
- BACK REQUIREMENTS
- REVIEW
- REQUIREMENTS
- CITY REVIEW
- QUIREMENTS:

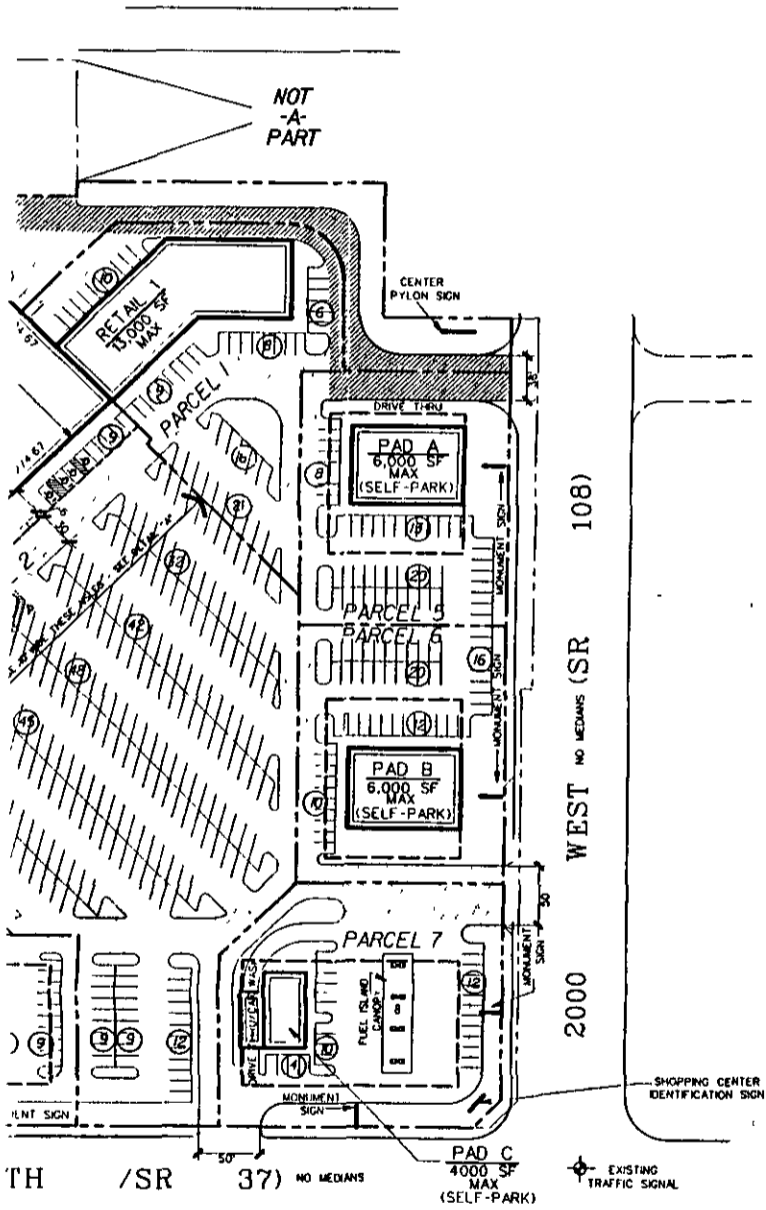
**LEGEND**

- PROPERTY/PARCEL LINE
- PHASE LINE
- EXPANSION LIMIT LINE
- BUILDING ENVELOPE
- BUILDING AREA
- HEAVY DUTY PAVING
- TEMPORARY SERVICE DRIVE

**EXHI**

- TOTAL
- TOTAL
- TOTAL
- TOTAL
- APPRO
- CHARI
- PRESH
- EXEC
- EXEC
- SR V
- CON





GENERAL NOTES

AWN WITH OUT BENEFIT OF SURVEY

LEGEND

PROPERTY/PARCEL LINE	
PHASE LINE	
EXPANSION LIMIT LINE	
BUILDING ENVELOPE	
BUILDING AREA	
HEAVY DUTY PAVING	
TEMPORARY SERVICE DRIVE	
PERMANENT SERVICE DRIVE	

EXHIBIT 'A' SITE PLAN

TOTAL GROSS BUILDING AREA	149,310 SF
TOTAL CARPARKS REQUIRED	747 (1/200)
TOTAL CARPARKS PROVIDED	748 (+1)
TOTAL SITE AREA	685,136 SF (15.73 AC)

APPROVED BY:	DATE	
CHAIRMAN	7-27-'98	SIGNED
PRESIDENT	7-27-'98	SIGNED
EXEC V P /S D	7-27-'98	SIGNED
EXEC V P /OPS	7-27-'98	SIGNED
SR V P /REG	7-27-'98	SIGNED
GROUP V P /RE	7-27-'98	SIGNED
GRP V P /REAL ESTATE	7-27-'98	SIGNED

ML	10-7-93	LS	REV PAR LINES PKG BLDG SF AND TEMP SERVICE DRIVE
MR	0-17-98	CSD	REV STORE DOCK AREA PKG & PARCEL 7
MR	10-20-98	CSD	REV PKG & PAR LINES
ML	04-28-04	LS	REV PARCELS 10, 11, 12 PER CURRENT PLAN
DM			



DESIGN & CONSTRUCTION  
220 PARKCENTER BLVD  
BOISE IDAHO 83728  
(208)395 6200

PROJECT

N.W.C.  
2000 WEST  
&  
1800 NORTH  
CLINTON,  
UTAH

STORE NO

393

DRAWN	CSD	CHECKED	RAC
DATE	7-23-98		

SHEET TITLE  
EXHIBIT 'A'  
SITE PLAN

SHEET  
1  
OF 1  
393clnt.dgn