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10/28/97 2:26 PM 50.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
CHARLES ALLEN
80 E SOUTH TEMPLE STE 2200
SLC UT 84111
REC# 801 West Valley City UT WI
Rec. by J. Nish. 6/5/97

FIRST AMENDMENT
TO
FOURTH AMENDMENT TO AND TOTAL RESTATEMENT
OF COMMON AREA MAINTENANCE AGREEMENT

THIS FIRST AMENDMENT TO FOURTH AMENDMENT TO AND TOTAL RESTATEMENT OF COMMON AREA MAINTENANCE AGREEMENT ("First Amendment - CAMA"), is made as of the 19th day of June, 1997, between GFI Ltd. II - W.V.C. Investments, Ltd., a Utah limited partnership ("GFI"), KFG-WVC Investments, Ltd., a Utah limited partnership ("KFG"), Albertson's, Inc., a Delaware corporation ("Albertson's"), Albertson's Realty, Inc., an Idaho corporation ("Albertson's Realty"), Walter Gasser, Trustee for Walt Gasser & Associates, Inc. Employees Profit Sharing Plan ("Gasser"), Payless Drug Stores Northwest, Inc., a Maryland corporation ("Payless") and Affiliated Investments, Ltd., a Utah limited partnership ("Affiliated").

RECITALS:

A. WHEREAS, certain of the parties hereto entered into a Fourth Amendment to and Total Restatement of Common Area Maintenance Agreement, dated October 27, 1992, recorded in Book 6574 at Page 129, et seq. in the official records of Salt Lake County on December 16, 1992 ("Restatement"), covering real property located in West Valley City, County of Salt Lake, State of Utah and consisting of various separate parcels, identified therein as Parcels 1, 2, 4, 5, 6, 7, 8, 9, 11, 12, 13A and 13B (the "Shopping Center");

B. WHEREAS, Parcel 11 (as described in Exhibit "B" to the Restatement) has now been divided into two separate parcels, consisting of Parcel 11A and Parcel 11B, as shown on

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Exhibit "A" attached hereto and made a part hereof and as particularly described in Exhibit "B" attached hereto and made a part hereof;

C. WHEREAS, Parcel 2 is currently owned by Payless; Parcel 7 is currently owned by Albertson's Realty; Parcels 6, 8, 9, 12, and 13A are currently owned by KFG; Parcel 13B is currently owned by GFI; Parcel 11A is currently owned by Gasser; and Affiliated has acquired and is currently the owner of Parcel 11B; and

D. WHEREAS, all capitalized terms used herein shall have the same meanings and definitions as set forth in the Restatement unless otherwise provided in this First Amendment - CAMA.

NOW, THEREFORE, the Restatement is hereby amended as follows:

1. The Exhibit "A" Site Plan attached to the Restatement is hereby deleted, and Exhibit "A" attached hereto is hereby substituted, attached to and made an integral part of the Restatement. Any reference in the Restatement or in this First Amendment - CAMA to the "Site Plan" or to Exhibit "A" shall mean and refer to the Site Plan which is attached hereto as Exhibit "A" and incorporated herein by this reference.

2. Exhibit "B" attached to the Restatement is hereby deleted, and Exhibit "B" attached hereto is hereby substituted, attached to and made an integral part of the Restatement. Any reference in the Restatement or in this First Amendment - CAMA to Exhibit "B" and the legal descriptions contained therein, shall mean and refer to the Exhibit "B", which is attached hereto. The term "Shopping Center" as used in the Restatement, as amended by this First Amendment - CAMA, shall mean and refer to those Parcels 1, 2, 4, 5, 6, 7, 8, 9, 11A, 11B, 12, 13A and 13B as described in Exhibit "B."


3. Subparagraph 6.2(a) of the Restatement is hereby amended by deletion of the existing provisions and substitution and addition of the following:

"6.2(a) First Party and Profit Sharing Plan shall develop, maintain, repair and insure Parcel 11A and 13B separately from the remainder of the Shopping Center, and the Owner of Parcel 11B shall develop, maintain, repair and insure Parcel 11B separately from the remainder of the Shopping Center, at their respective sole cost and expense (it being understood that none of the other parties to this Agreement shall be liable for any costs relating to the same) in a manner and at a level of quality at least equal to that required for the remainder of the Shopping Center pursuant to this Agreement. No other party to this Agreement shall be responsible for any costs in any way relating to the 'Kmart Addition' (referred to in the Fourth Amendment to the Declaration of Restrictions and Grant of Easements) or Parcel 11A or 11B or any other additional property or Common Area improvements necessitated by or due to the Kmart Addition (all of the foregoing sometimes collectively referred to herein as the 'Additional Property') including, without limitation, any costs relating to the purchase, development, insurance, ownership, improvement or maintenance of the Additional Property. In the event the Owner of Parcel 11B shall default in its obligation to maintain, repair or insure Parcel 11B, as required herein, any of the Owners of Parcels 2, 7, 13A and/or 13B, after not less than ten (10) days' prior written notice to the Owner of Parcel 11B and such default continuing uncured during such ten (10) day period, shall have the right (but not the obligation) to take such action as they, respectively, deem necessary to cure such default, and the Owner of Parcel 11B shall reimburse the Owner taking curative action for all costs thereof upon demand. Additionally, the Owners of Parcels 2, 7, 13A and 13B shall respectively have and be entitled to all rights and remedies provided in Articles 8 and 9 of the Agreement.

4. The effective date of this First Amendment shall be the date of its recording with the Recorder of Salt Lake County, State of Utah.

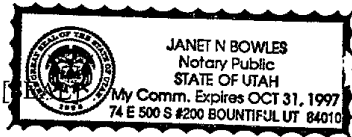
EXECUTED as of the day and year first above written.

GFI Ltd. II - W.V.C. Investments, Ltd.,
a Utah limited partnership

By: 
G. Walter Gasser
General Partner

STATE OF UTAH)
) ss.
County of Davis)

On the 11th day of June, 1997, personally appeared before me, G. Walter Gasser, who, being by me duly sworn, did say that he is a General Partner of **GFI, Ltd. II - W.V.C. Investments, Ltd.**, a Utah limited partnership, and that he was authorized to, and did, execute the foregoing First Amendment as a General Partner in said partnership.

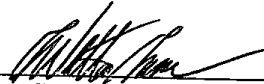



Notary Public

BK7791P62215

KFG-WVC Investments, Ltd.,
a Utah limited partnership

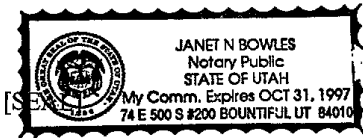
By: WGA-IV, Inc., a Utah corporation, General Partner

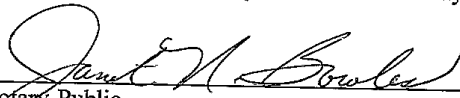
By: 
G. Walter Gasser, President

STATE OF UTAH)
) ss.
County of Davis)

On this 11th day of June, 1997, before me Janet N. Bowles, a Notary Public in and for said State, personally appeared **G. Walter Gasser**, known to me to be the President of and on behalf of WGA-IV, Inc., a Utah corporation, the General Partner of KFG-WVC Investments, Ltd., a Utah limited partnership, and that he was authorized to, and did, execute the foregoing First Amendment as a General Partner in said partnership.

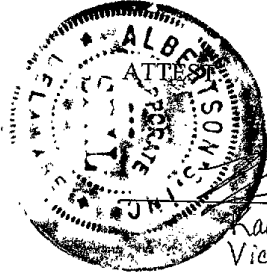
In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.




Notary Public

Albertson's, Inc.,
a Delaware corporation

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

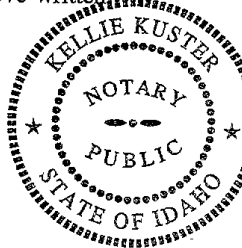


Raye L. O'Riordan
Vice President and
Corporate Secretary

STATE OF IDAHO)
) ss.
County of Ada)

On this 10th day of June, 1997, before me, Kellie Kuster, a Notary Public in and for said State, personally appeared William H. Arnold, known to me to be Vice President, Real Estate Law of **Albertson's, Inc.**, the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.



Kellie Kuster
Notary Public for the State of Idaho
Residing at *Boise, Idaho*
My Commission Expires *10-12-2001*

BK7791PG2217

Albertson's Realty, Inc.,
an Idaho corporation

By: Michael F. Reuling
Its: Vice President

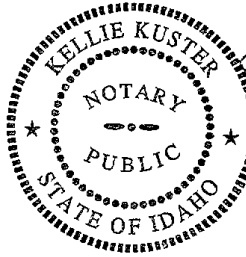


Kaye L. O'Riordan
Vice President and
Corporate Secretary

STATE OF IDAHO)
) ss.
County of Ada)

On this 11th day of June, 1997, before me, Kellie Kuster, a Notary Public in and for said State, personally appeared Michael F. Reuling, known to me to be Vice President of Albertson's Realty, Inc., the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.


WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.



Kellie Kuster
Notary Public for the State of Idaho
Residing at Bowle Idaho
My Commission Expires 10-12-2001

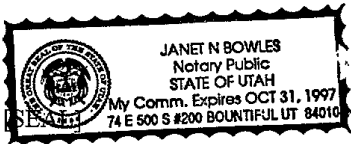
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G. Walter Gasser, Trustee for Walt Gasser & Associates, Inc. Employees Profit Sharing Plan

By: 
G. Walter Gasser, Trustee

STATE OF UTAH)
) ss.
County of Davis)

On the 11th day of June, 1997, personally appeared before me, G. Walter Gasser, who, being by me duly sworn, did say that he is the Trustee for **Walt Gasser & Associates, Inc. Employees Profit Sharing Plan**, and that he was authorized to, and did, execute the foregoing First Amendment as the Trustee of said profit sharing plan.




Notary Public

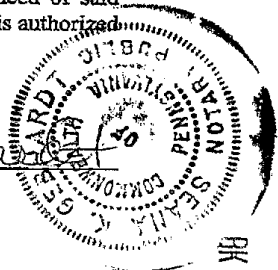
Payless Drug Stores Northwest, Inc.,
a Maryland corporation

By: [Signature]
Its: Authorized Representative

STATE OF PENNSYLVANIA)
County of Cumberland) ss.

On the 19th day of June, 1997, before me, the undersigned Notary Public in and for said State, personally appeared Eve Farr Esquire, known to me to be the Authorized Rep of **Payless Drug Stores Northwest, Inc.**, a Maryland corporation, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Seana K. Gebhardt
Notary Public



[SEAL]

Notarial Seal
Seana K. Gebhardt, Notary Public
Harrisburg, Dauphin County
My Commission Expires Feb. 23, 1998

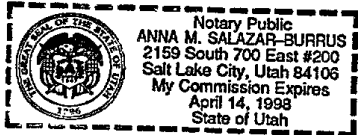
RK 7791 PG 2220

Affiliated Investments, Ltd.,
a Utah limited partnership

By: *E.R. Dumke III*
Its: *General Partner*

STATE OF UTAH)
County of *Salt Lake*) ss.

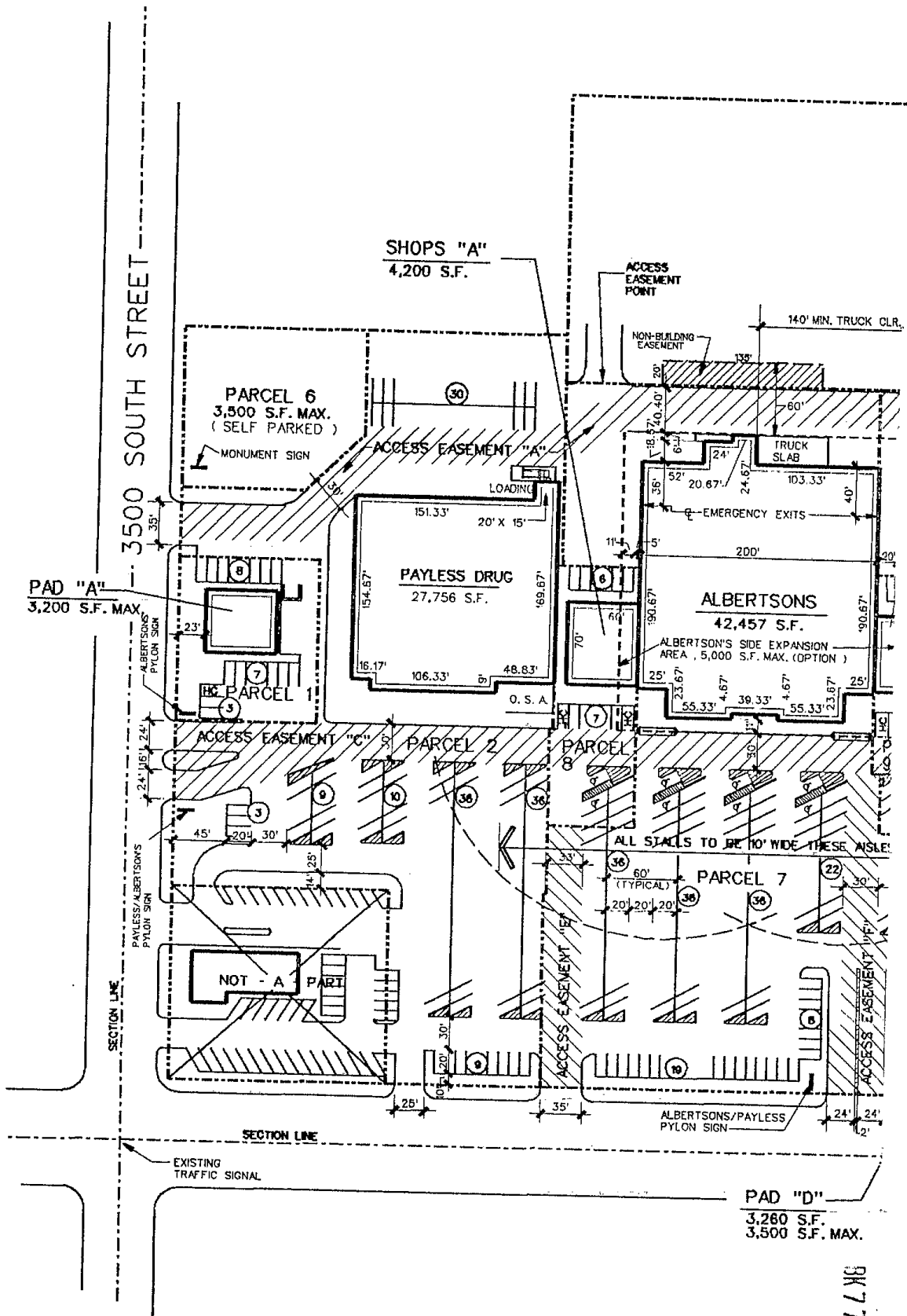
On the *6th* day of *June*, 1997, personally appeared before me, *E.R. Dumke III*, who, being by me duly sworn, did say that he is the *General Partner* of **Affiliated Investments, Ltd.**, a Utah limited partnership, and that he was authorized to, and did, execute the foregoing First Amendment as the *General Partner* in said partnership.



Anna M. Salazar-Burrus
Notary Public

[SEAL]

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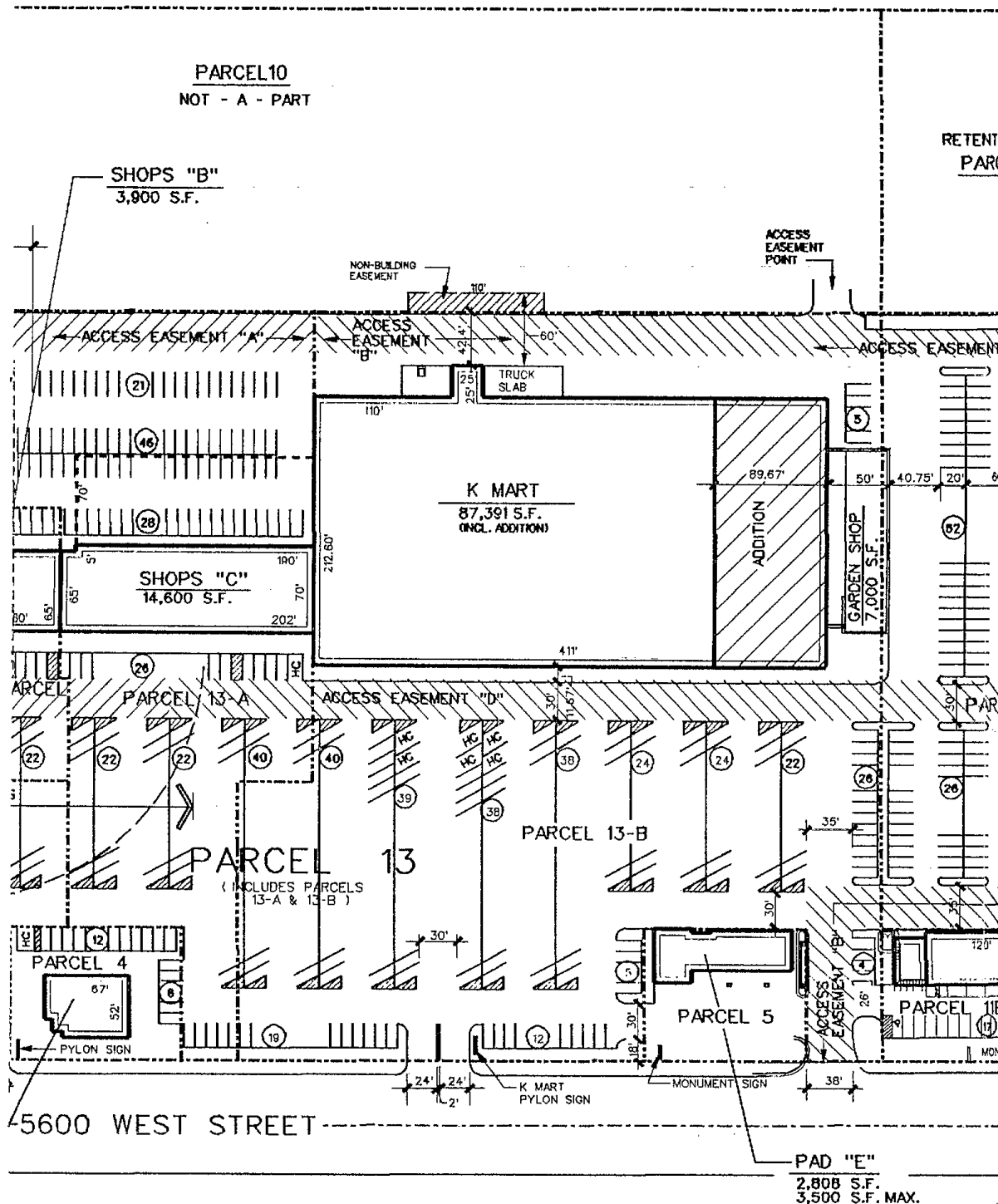
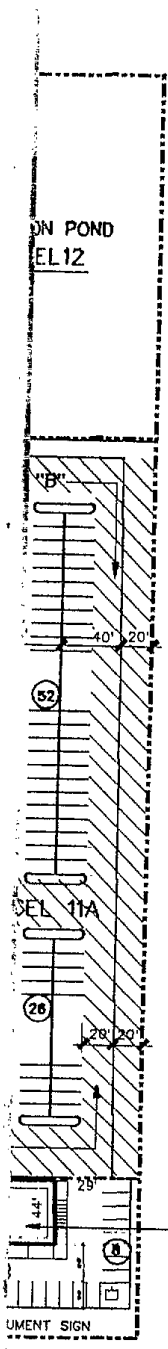


EXHIBIT "A" SITE PLAN

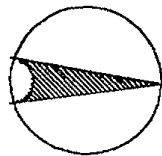
| | |
|-------------------------------|-------------------------------------|
| TOTAL GROSS BUILDING AREA | 206,504 S.F. (INCLUDES GARDEN SHOP) |
| TOTAL CARPARKS PROVIDED | 1043 |
| TOTAL CARPARKS W/IN 200' RAD. | 189 |
| TOTAL SITE AREA | 1,090,489 S.F. (25.03 ac.) |

3K7791PG2223



LEGEND

- PROPERTY/PARCEL LINE
- EXPANSION LIMIT LINE
- BUILDING AREA
- BUILDING LIMIT LINE




NORTH
SCALE: 1"=100'-0"

| APPROVED BY: | DATE: |
|-----------------|----------------|
| CHAIRMAN | SIGNED 6-28-83 |
| PRESIDENT | SIGNED 6-28-83 |
| EXEC. V.P./SD | SIGNED 6-28-83 |
| SR. V.P./REG. | SIGNED 6-28-83 |
| V.P./RE | SIGNED 6-28-83 |
| V.P./ARCH.-ENG. | |

WEH
MR
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DRW
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DRW

| REVISIONS | |
|-----------|---|
| 11-28-81 | R.A.C. REDRAW PLAN TO INCLUDE PARCELS 11 & 12, REV. PARK'G TO EXIST. LAYOUT, ADD K MART ADD'N |
| 4-18-82 | RW ADD NINNI R1'00 EASEMENTS, ADD PAR. 13 INCLUDES PAR. 13-A & 13-B |
| 4-30-82 | RW REV. (MIN.) FROM NO. BUILD. ESMTS. |
| 6-22-82 | RW ADD PAYLESS, REV. SER. DRIVE, REV. G.B.A. PKG. COUNT. |
| 7-9-82 | R.A.C. ADD ACCESS ESMT. A-F, REV. PARCELS, SHOW BLDG/ PARK'G AT INTERSECTION, REV. SIGNS, REV. ALB EXPAN. LIMIT, ADD S.F. AT PARCEL 8. |
| 7-23-82 | RW ADD MAX. TO PARCEL 3. |
| 8-17-82 | RW REV. K-MART S.F. REV. REF. TO DR. 2, PAR. 3, REV. G.B.A. |
| 9-28-82 | JK REV. PYLON SIGN DESIGNATIONS. |
| 10-22-82 | RW REV. PYLON SIGN DESIGNATIONS. |
| 6-10-87 | CSD REV. PAD F & G.B.A. |



Albertsons
DESIGN & CONSTRUCTION
250 PARKCENTER BLVD.
BOISE, IDAHO 83726
(208)385-6200

| | | | | |
|---|----------------|----------------|-----------------|--|
| PROJECT | | | | |
| N.W.C. 3500 SOUTH AND 5600 WEST, WEST VALLEY, UTAH | | | | |
| STORE NO. 360 | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">DRAWN RAC</td> <td style="width: 50%;">CHECKED RAC</td> </tr> <tr> <td>DATE 7-28-91</td> <td></td> </tr> </table> | DRAWN RAC | CHECKED RAC | DATE 7-28-91 | |
| DRAWN RAC | CHECKED RAC | | | |
| DATE 7-28-91 | | | | |
| SHEET TITLE EXHIBIT "A" SITE PLAN | | | | |
| SHEET 1 360.dgn | | | | |

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EXHIBIT "B"

Parcel 1:

Beginning at a point which is South 89°59'10" West along the section line 362.50 feet and North 0°09'50" West 40.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°59'10" West 137.50 feet; thence North 0°08'47" West 120.30 feet; thence North 89°50'10" East 137.46 feet; thence South 0°09'50" East 120.66 feet to the point of beginning. Contains 16,563.4 square feet or 0.380 acres.

Parcel 2:

Beginning at a point on the West line of 5600 West Street which point is North 0°09'50" West along the section line 354.24 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence South 89°50'10" West 170.00 feet; thence North 0°09'50" West 2.50 feet; thence South 89°50'10" West 139.50 feet; thence North 0°09'50" West 4.88 feet; thence South 89°50'10" West 197.40 feet; thence North 0°08'47" West 2.85 feet; thence South 89°58'47" West 131.15 feet; thence South 0°00'50" East 169.50 feet; thence North 89°59'10" East 94.83 feet; thence South 44°56'01" East 52.12 feet; thence South 0°08'47" East 116.60 to the north line of 3500 South Street; thence North 89°59'10" East along said North line 60.00 feet; thence North 0°08'47" West 120.30 feet; thence North 89°50'10" East 137.46 feet; thence South 0°09'50" East 120.66 feet to the North line of 3500 South Street; thence North 89°59'10" East along said North line 139.50 feet; thence North 0°09'50" West 183.00 feet; thence North 89°59'10" East 170.00 feet to the West line of 5600 West Street; thence North 0°09'50" West along said West line 131.10 feet to the point of beginning. Contains 3.12 acres, 135,980 square feet

Parcel 4:

Beginning at a point which is North 0°09'50" West along the section line 647.24 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 110.50 feet; thence North 0°09'50" West 139.00 feet; thence North 89°50'10" East 110.50 feet; thence South 0°09'50" East 139.00 feet to the point of beginning. Contains 15,359.5 square feet or 0.353 acres.

BK 7791 PG 2225

Parcel 5:

Beginning at a point which is North 0°09'50" West along the section line 1157.53 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 110.50 feet; thence North 0°09'50" West 129.50 feet; thence North 89°59'10" East 110.50 feet; thence South 0°09'50" East 129.21 feet to the point of beginning. Contains 14,293.7 square feet or 0.328 acres.

Parcel 6:

Beginning at a point on a fence line and on the North line of 3500 South Street which point is South 89°59'10" West along the section line 692.00 feet and North 0°00'50" West 40.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence North 0°00'50" West along said fence 153.50 feet; thence North 89°59'10" East 94.83 feet; thence South 44°56'01" East 52.12 feet to a fence line; thence South 0°08'47" East along said fence 116.60 feet to the North line of 3500 South Street; thence South 89°59'10" West along said North line 131.90 feet to the point of beginning. Contains 19,543 square feet or 0.45 acres.

Parcel 7: (Albertson's Site)

Beginning at a point which is North 0°09'50" West along the section line 354.24 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 170.00 feet; thence North 0°09'50" West 2.50 feet; thence South 89°50'10" West 59.50 feet; thence North 0°09'50" West 72.88 feet; thence South 89°50'10" West 217.38 feet; thence South 0°08'47" East 5.00 feet; thence South 89°50'10" West 113.12 feet; thence North 0°09'50" West 5.00 feet; thence South 89°50'10" West 40.00 feet; thence North 0°09'50" West 200.00 feet; thence North 89°50'10" East 321.00 feet; thence North 0°09'50" West 7.12 feet; thence North 89°50'10" East 49.50 feet; thence North 0°09'50" West 60.00 feet; thence North 89°50'10" East 119.00 feet; thence South 0°09'50" East 49.50 feet; thence North 89°50'10" East 110.50 feet; thence South 0°09'50" East 293.00 feet to the point of beginning. Contains 148,003.2 square feet or 3.39 acres.

BK 7791 PG 2226

Parcel 8: (Retail Shops No. 1)

Beginning at a point which is South 89°59'10" West along the section line 362.50 feet and North 0°09'50" West 360.66 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 137.40 feet; thence North 0°08'47" West 68.00 feet; thence North 89°50'10" East 217.38 feet; thence South 0°09'50" East 72.88 feet; thence South 89°50'10" West 80.00 feet; thence North 0°09'50" West 4.88 feet to the point of beginning. Contains 15172.9 square feet or 0.348 acres.

Parcel 9: (Retail Shops No. 2)

Beginning at a point which is South 89°59'10" West along the section line 362.50 feet and North 0°09'50" West 628.66 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 135.50 feet, thence North 0°09'50" West 60.00 feet; thence North 89°50'10" East 136.50 feet; thence North 0°09'50" West 7.12 feet; thence North 89°50'10" East 80.00 feet; thence South 0°09'50" East 60.00 feet; thence South 89°50'10" West 49.50 feet; thence South 0°09'50" East 7.12 feet; thence South 89°50'10" West 30.50 feet to the point of beginning.

Parcel 11A:

Beginning at a point which is North 0°09'50" West along the section line 1346.60 feet and South 89°59'10" West 163.50 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°59'10" West 489.50 feet; thence North 0°09'50" West 185.30 feet; thence North 89°59'10" East 489.50 feet; thence South 0°09'50" East 185.30 feet to the point of beginning. Contains approximately 2.082 acres.

Parcel 11B:

Beginning at a point which is North 0°09'50" West along the section line 1346.60 feet and South 89°59'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°59'10" West 110.50 feet; thence North 0°09'50" West 185.30 feet; thence North 89°59'10" East 110.50 feet; thence South 0°09'50" East 185.30 feet to the point of beginning. Contains approximately .470 acres.

Parcel 12: (Retention Pond)

MB

Beginning at a point which is South 89°59'10" West along the section line 653.00 feet and North 0°09'50" West 1346.60 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°59'10" West 237.00 feet; thence North 0°09'50" West 185.30 feet; thence North 89°59'10" East 237.00 feet; thence South 0°09'50" East 185.30 feet to the point of beginning. Contains 43,915.9 square feet or 1.008 acres.

Parcel 13-A

Beginning at a point which is North 0°09'50" West along the section line 786.24 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence South 89°50'10" West 110.50 feet; thence South 0°09'50" East 89.50 feet; thence South 89°50'10" West 199.00 feet; thence South 0°09'50" East 7.12 feet; thence South 89°50'10" West 135.50 feet; thence South 0°09'50" East 60.00 feet; thence South 89°50'10" West 155.00 feet; thence North 0°09'50" West 268.70 feet; thence North 89°50'10" East 370.50 feet; thence South 0°09'50" East 60.00 feet; thence North 89°59'10" East 229.50 feet; thence South 0°09'50" East 50.50 feet to the point of beginning. Contains 108,185.19 square feet or 2.484 acres.

Parcel 13-B:

Beginning at a point which is North 0°09'50" West along the section line 786.24 feet and South 89°50'10" West 53.00 feet and North 0°09'50" West 50.50 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence South 89°59'10" West 229.50 feet; thence North 0°09'50" West 60.00 feet; thence South 89°59'10" West 370.50 feet; thence North 0°09'50" West 450.00 feet; thence North 89°59'10" East 600.00 feet; thence South 0°09'50" East 60.00 feet; thence South 89°59'10" West 110.50 feet; thence South 0°09'50" East 129.50 feet; thence North 89°50'10" East 110.50 feet; thence South 0°09'50" East 320.79 feet to the point of beginning. Contains approximately 6.190 acres.