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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
03/29/2006 08:51 AM
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After Recording Return To:
Target Corporation
1000 Nicollet Mall
Attn: Property Administration
Minneapolis, MN 55403

RETURNED
MAR 28 2006

FIFTH AMENDMENT TO OPERATION AND EASEMENT AGREEMENT
[Centerville Marketplace Subdivision]

This Fifth Amendment to Operation and Easement Agreement ("Fifth Amendment") is made and entered into as of January 9, 2006, by and between TARGET CORPORATION, a Minnesota corporation ("Target") and HD DEVELOPMENT OF MARYLAND, INC., a Maryland corporation ("Home Depot").

SLF
JMN

RECITALS:

A. Target entered into that certain Operation and Easement Agreement (the "Original OEA") on February 4, 1998 as Entry Number 1378982 in Book 2235 at Page 1228 with the Davis County Recorder with respect to the Property. The Original OEA has been amended and supplemented by that certain First Amendment to Operation and Easement Agreement dated as of March 22, 1999 and recorded with the Davis County Recorder as Entry No. 1498440, Book 2469, at Page 805 ("First Amendment"), by that certain Second Amendment to Operation and Easement Agreement dated April 7, 1999 and recorded with the Davis County Recorder as Entry No. 1504315, Book 2480 at Page 1308 ("Second Amendment"), by that certain Third Amendment to Operation and Easement Agreement dated January 25, 2001 and recorded with the Davis County Recorder as Entry No. 1635583, Book 2740 at Page 172 ("Third Amendment"), and by that certain Fourth Amendment to Operation and Easement Agreement dated June 5, 2003 and recorded with the Davis County Recorder as Entry No. 1874287, Book 3306 at Page 695 ("Fourth Amendment") (the Original OEA, as so amended and supplemented, herein called the OEA). The Original Declaration and the OEA govern the operation of a shopping center located in Centerville City, Davis County, State of Utah, and more specifically identified on Exhibit "A" attached hereto (the "Property").

B. Target is the fee owner of the Target Tract, among other parcels of real property within the Shopping Center.

C. Concurrently with the execution of the original OEA, Target conveyed a portion of the Shopping Center to Home Depot. The real property acquired by Home Depot is defined in the OEA as Tract I.

D. Target and Home Depot are the Approving Parties designated to give certain approvals pursuant to the terms of the OEA. Target and Home Depot desire to modify the OEA to amend the Site Plan and to make certain other modifications to the OEA as set forth herein.

02-161-0014, 0015, 0016, 0004, 0005, 0006, 0009 thru 0011
02-176-0202
02-192-0301


AGREEMENT:

Now therefore, in consideration of the foregoing, the mutual covenants made herein and other good and valuable consideration, the OEA is amended as follows:

1. **Recitals.** The above recitals are incorporated into this Fifth Amendment by this reference.
2. **Revised Site Plan.** The Site Plan attached as Exhibit X to the OEA, as amended and supplemented by Exhibit X-1, Exhibit X-2, Exhibit X-3 and Exhibit X-4 attached to the First Amendment, the Second Amendment, the Third Amendment and Fourth Amendment respectively, is hereby deleted in its entirety and replaced with the revised Site Plan attached hereto as Exhibit X-5. From and after the date hereof, all references in the OEA to the Site Plan or to Exhibit X shall be deemed to refer to Exhibit X-5 attached hereto and incorporated herein by reference.
3. **Buildings B, C, D & E Restrictions.** Without limiting the covenants, conditions and restrictions already established in the OEA and Declaration, all customer entrances for all spaces located in Buildings B, C, D and E, as located and shown on the Site Plan, shall only face and front on the north and west sides of such buildings. No customer entrance in any such space or building so located and depicted on the Site Plan may face or front to south or east.
4. **Continuing Enforceability.** This Fifth Amendment shall be considered supplemental to the OEA, and except as expressly amended by the foregoing, the OEA shall remain in full force and effect.
5. **Counterparts.** This Fifth Amendment may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument.
6. **Consent.** The Owners of Lots 1, 2 and 4 hereby consent to this Fifth Amendment, which signed consents are attached hereto as Exhibits B, C and D respectively.

In witness whereof, the Parties have executed this Fifth Amendment as of the day and year first above written.

Target Corporation, a Minnesota corporation

By _____
Its _____

Scott Nelson
Vice President
Target Corporation

STATE OF MINNESOTA

)

) ss.

COUNTY OF HENNEPIN

)

The foregoing instrument was acknowledged before me this 9 day of January, 2006, by Scott Nelson as Vice President of Target Corporation

Elizabeth A. Mankey

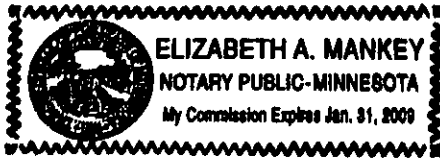
Notary Public

Residing at: Hennepin County

My commission expires:

1/31/2009

(Seal)



HD Development of Maryland, Inc., a Maryland corporation

By: [Signature]
Its: Ann K. Jechoff
Director - Legal

SCF
JAS

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by _____ as _____ of _____

My commission expires: _____
Notary Public
Residing at: _____

(Seal)

STATE OF California)
COUNTY OF Orange) ss.

The foregoing instrument was acknowledged before me this 6 day of December 2005, by Ann K. Jechoff as Director-Legal of Home Depot

My commission expires: 1-12-09
Notary Public
Residing at: Orange, Ca

(Seal)

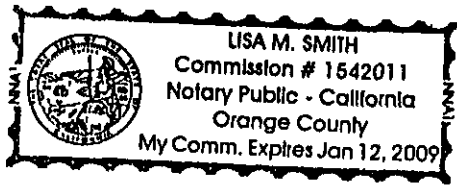


EXHIBIT A
[Legal Description of Shopping Center]

All of Lots 1 through 6, inclusive, and 8 through 11, inclusive, CENTERVILLE MARKETPLACE SURDIVISION, according to the official plat thereof filed in Book 1867 of Plats, at Page 32 of Official Records of Davis County.

LESS AND EXCEPTING from Lot 1 the following described parcel conveyed to Centerville City, as Entry No. 1217919, in Book 1949, at page 1263 of Official Records and being described as follows:

Beginning at a point on the West line of said Lot 1, which lies North 00 deg. 05_23" West, a distance of 2376.02 feet along the Section line and North 89 deg. 54_27" East a distance of 1165.42 feet from the Southwest corner of said Section 7; thence North 00 deg. 06_5" West along the West line of said Lot 1, a distance of 13.23 feet; thence continuing along the Westerly line said Lot 1 along the arc of a curve to the right, through a central angle of 90 deg. 00'17" an arc distance of 39.27 feet, a radius of 25.00 feet and a chord bearing of North 44 deg. 53_54" East with a distance of 35.36 feet to the North line of said Lot 1; thence North 89 deg. 54_02" East along said North line, a distance of 88.09 feet; thence South 88 deg. 15_50" West, a distance of 78.14 feet; thence South 44 deg. 04_48" West a distance of 50.20 feet to the point of beginning.

All of Lot 202, CENTERVILLE MARKETPLACE SUBDIVISION PHASE 2, according to the official plat thereof filed in Book 2235 of Plats, at Page 350 of Official Records of Davis County.

02-161- 0014, 0015, 0016, 0004, 0005, 0006
0009 thru 0011

02-176- 0202

Lot 8 known 301 Centerville Market place #3
02-192-0301

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EXHIBIT B

CONSENT OF LOT 1 OWNER

AAA CTL Notes, Ltd.

AAA CTL Notes, Ltd.

~~AMREIT~~ is the owner of Lot 1 of the Property. ~~AMREIT~~ hereby consents to the terms, conditions and effects of the Fifth Amendment to Operation and Easement Agreement between Target Corporation and HD Development of Maryland, Inc.

Dated: July 1, 2005

AAA CTL NOTES, LTD.

By: AAA CTL Notes I Corporation, its General Partner

By: 
Name: H. Kerr Taylor
Title: President

SWA

EXHIBIT B

CONSENT OF LOT 1 OWNER

AAA CTL Notes, Ltd.

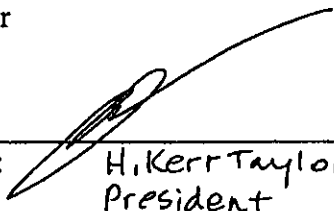

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Dated: July 1, 2005

AAA CTL NOTES, LTD.

By: AAA CTL Notes I Corporation, its General Partner

By:  
Name: H. Kerr Taylor
Title: President

JS
SCF

EXHIBIT C

CONSENT OF LOT 2 OWNER

America First Federal Credit Union, a Utah corporation ("America First"), is the owner of Lot 2 of the Property. America First hereby consents to the terms, conditions and effects of the Fifth Amendment to Operation and Easement Agreement between Target Corporation and HD Development of Maryland, Inc.

Dated: 7/21/05

America First Federal Credit Union, a Utah corporation

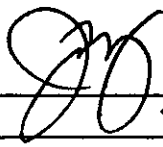
By: 
Its: sup equator

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America First Federal Credit Union, a Utah corporation ("America First"), is the owner of Lot 2 of the Property. America First hereby consents to the terms, conditions and effects of the Fifth Amendment to Operation and Easement Agreement between Target Corporation and HD Development of Maryland, Inc.

Dated: 7/21/05

America First Federal Credit Union, a
Utah corporation

By: [Signature]
Its: sup equator

UP
SF

EXHIBIT C

CONSENT OF LOT 4 OWNER

Skbb Investments, a limited partnership ("Skbb"), is the owner of Lot 4 of the Property. Skbb hereby consents to the terms, conditions and-effects of the Fifth Amendment to Operation and Easement Agreement between Target Corporation and HD Development of Maryland, Inc.

Dated: 8/24/05

Skbb Investments, a limited partnership

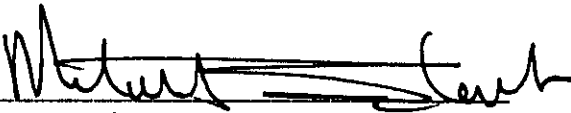
By: 
Its: MBR,

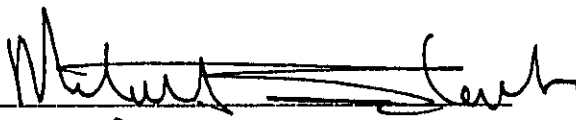
EXHIBIT C

CONSENT OF LOT 4 OWNER

Skbb Investments, a limited partnership ("Skbb"), is the owner of Lot 4 of the Property. Skbb hereby consents to the terms, conditions and-effects of the Fifth Amendment to Operation and Easement Agreement between Target Corporation and HD Development of Maryland, Inc.

Dated: 8/24/05

Skbb Investments, a limited partnership

By: 
Its: MbR

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SCP

EXHIBIT X-5
[Revised Site Plan]

LA
SCP

DIXON + ASSOCIATES
 833 North 20th Street, Suite 200
 Phoenix, Arizona 85016
 P: 602.978.4400
 F: 602.978.4400



LEGEND

- BOUNDARY LINE
- PARKING MARKING PARKING STALLS
- BUILDING FOOT
- PARKING ROUTE DIRECTION ARROW
- LOCATION OF PARKING STALLS FOR NON-VEHICLE BASE
- CHURCH STALL
- PARKING ISLAND
- FULL UNPAVED SHOULDER INTERSECTION
- FULL UNPAVED INTERSECTION
- ZONING LINE
- HEAVY DUTY CONCRETE
- SHOPPING CENTER SIGN
- BUILDING AREA
- TRUCKWAY STAGING AREA / OUTSIDE STALLS AREA
- TRUCK SERVICE AREA

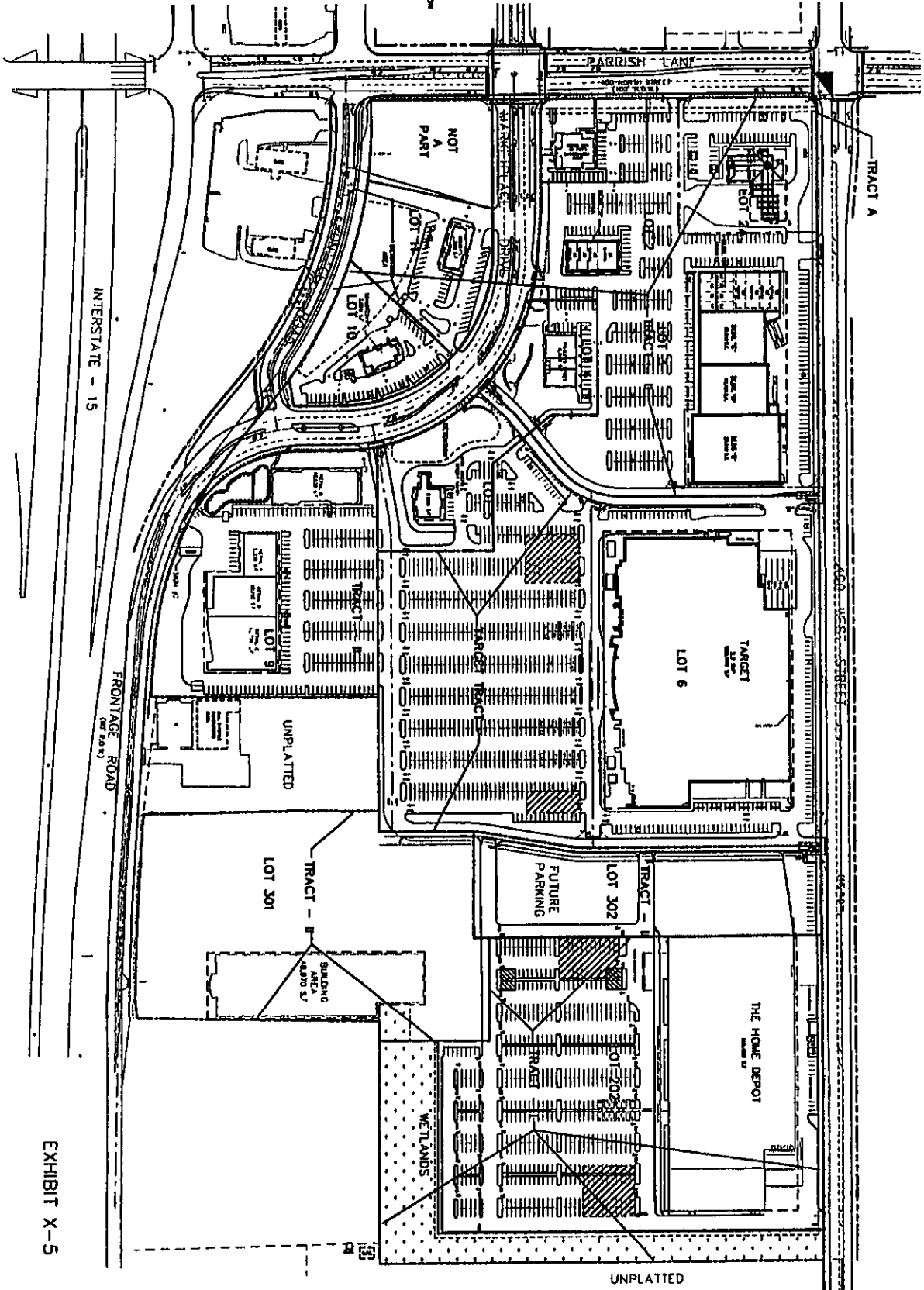


EXHIBIT X-5

UP
SCF