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PREPARED BY, AND
WHEN RECORDED, RETURN TO:
Target Corporation
Target Property Development
1000 Nicollet Mall
Minneapolis, Minnesota 55403
Attn: Real Estate - Existing Stores/T-1750 Centerville, UT

02-176-0202
02-161-0009, 0010, 0005 0016
0011, 0006 0017 a street, 0014, 0004
02-221-0301
0302

SEVENTH AMENDMENT TO OPERATION AND EASEMENT AGREEMENT

THIS SEVENTH AMENDMENT TO OPERATION AND EASEMENT AGREEMENT (this "Seventh Amendment") is made and entered into as of the 19th day of July, 2016 by and between TARGET CORPORATION, a Minnesota corporation formerly known as Dayton Hudson Corporation ("Target"), and HD DEVELOPMENT OF MARYLAND, INC., a Maryland corporation, successor-in-interest to Home Depot U.S.A., Inc., a Delaware corporation ("Home Depot").

RECITALS

A. Target entered into that certain Operation and Easement Agreement dated as of February 4, 1998 and recorded with the Davis County Recorder as Entry No. 1378982, Book 2235 at Page 1228 ("Original OEA"), which 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 173 ("Third Amendment"), 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, beginning at Page 695 ("Fourth Amendment"), by that certain Fifth Amendment to Operation and Easement Agreement dated January 9, 2006, and recorded with the Davis County Recorder as Entry No. 2155769, Book 4001, page 188 ("Fifth Amendment"), and by that certain Sixth Amendment to Operation and Easement Agreement dated December 24, 2007, and recorded with the Davis County Recorder as Entry No. 2333707, Book 4447, page 1200 (the "Sixth Amendment") (the Original OEA, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and Sixth Amendment, herein called the "OEA"). The OEA governs the operation of a shopping center located in Centerville City, County of Davis, State of Utah (the "Shopping Center"), as more particularly described in Exhibit A attached hereto and incorporated herein by reference.

B. Target is the current fee owner of the Target Tract, shown as Lot 6 on the Site Plan, and an Approving Party under the OEA.

C. Home Depot is the current owner of Tract I and is an Approving Party under the OEA.

D. SDCKP, LLC, a Utah limited liability company (“SDCKP”), succeeded Target and is the current fee owner of, the portion of Tract II shown as Lot 301 on the Site Plan (the “SDCKP Parcel”).

E. Pursuant to that certain Lease dated July 30, 2007, SDCKP leases the SDCKP Parcel to Kohl’s Department Stores, Inc., a Delaware corporation (“Kohl’s”).

F. Exhibit B-1 of the Sixth Amendment incorrectly identified the location of panels on Sign 1 and Sign 3 that were intended to be reserved for Occupants of Lots 301 and 302, and SDCKP has requested that the parties amend Exhibit B-1 and Exhibit B-2 to correct the errors and increase the size of the panel area reserved for an Occupant of Lot 301.

G. The square footage of Lots 301 and 302 was amended in CENTERVILLE MARKETPLACE SUBDIVISION PHASE 3 AMENDED, recorded on September 27, 2007 as Entry No. 3909140 and the lots were renamed 301A and 302A, respectively.

H. Although Target currently is designated as Operator under the OEA, the parties hereto desire to provide for the ability to assume the maintenance obligations for their respective Tracts, and Target and Home Depot approve of this right.

I. The parties hereto desire to amend the CAM allocations between Lots 301 and 302 to accurately reflect the respective parcel areas.

J. Under the OEA, Target and Home Depot are the Approving Parties whose execution is required in order for this Seventh Amendment to be effective, and Target and Home Depot are willing to amend the OEA, subject to and in accordance with the terms and conditions set forth below.

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

1. Lots 301 and 302. All references to Lots 301 and 302 in the OEA are hereinafter deemed to refer to Lots 301A and 302A, respectively. Lots 301 and 302, as depicted on the Site Plan attached to the OEA as Exhibit X-6, shall hereinafter be deemed to refer to Lots 301A and 302A, respectively.

2. Occupant Signs.

a. Exhibit B-1 attached to the Sixth Amendment is hereby deleted in its entirety and replaced with Exhibit B-1a attached hereto. From and after the date hereof all references in the OEA to Exhibit B-1 shall be deemed to refer to Exhibit B-1a.

b. Exhibit B-2 attached to the Sixth Amendment is hereby deleted in its entirety and replaced with Exhibit B-2a attached hereto. From and after the date hereof all references in the OEA to Exhibit B-2 shall be deemed to refer to Exhibit B-2a.

c. Section 5.3(A)(i) of the OEA is hereby a deleted in its entirety and replaced with the following:

“(i) “Sign 1” shall be used to identify the name of the Shopping Center, and shall be used to identify one Occupant of the Target Tract (initially Target), one Occupant of Tract I (initially Home Depot) and up to six Occupants of Tract II (as initially determined by the owner of the Target Tract, one of which shall be an Occupant of at least 60,000 square feet of Floor Area on Lot 301A, if there is any such Occupant, and one of which shall be an Occupant of at least 12,500 square feet of Floor Area on Lot 302A, if there is any such Occupant, in the locations indicated for said Lots 301A and 302A on Exhibit B-1a attached hereto and incorporated herein by reference).”

d. Section 5.3(A)(iii) of the OEA is hereby a deleted in its entirety and replaced with the following:

“(iii) “Sign 3” shall be used to identify the name of the Shopping Center, and shall be used to identify one Occupant of the Target Tract (initially Target), one Occupant of Tract I (initially Home Depot) and up to six Occupants of Tract II (as initially determined by the owner of the Target Tract, one of which shall be an Occupant of at least 60,000 square feet of Floor Area on Lot 301A, if there is any such Occupant, and one of which shall be an Occupant of at least 12,500 square feet of Floor Area on Lot 302A, if there is any such Occupant, in the locations indicated for said Lots 301A and 302A on Exhibit B-2a attached hereto and incorporated herein by reference).”

3. Common Area. Section 4.2 of the OEA hereby is amended by adding the following:

“G. Any Party, upon giving not less than sixty (60) days written notice to Operator, may request to take-over and assume the operation and maintenance of the Common Area upon its Tract (each individually a “Withdrawing Party”). Operator may grant or deny any such request at its sole and absolute discretion, except with respect to Home Depot or Kohl’s, whose request to withdraw must be granted by Operator so long as Home Depot or Kohl’s is not then in default (all required notices having been provided and cure periods having expired) under the OEA. If a request is approved by Operator, following the effective date of any such take-over and assumption, the Withdrawing Party shall operate and maintain the Common Area located on its Tract, and shall pay all costs and expenses incurred in connection therewith; provided, however, Operator shall continue to operate and maintain (i) Common Utility Lines, including any detention/retention ponds, regardless of location, (ii) the Common Area security program, if any, and (iii) any sign structure upon which the Withdrawing Party’s panel is attached (collectively, the “Continuing Functions”). Upon the effective date of any such approved take-over and assumption, the Withdrawing Party shall be released from the obligation to contribute towards Common Area

Maintenance Costs for the balance of the Common Area, except with respect to the Continuing Functions for which continued participation is mandatory or elected, and the Administration Fee payable by the Withdrawing Party shall be based only on the cost of the Continuing Functions. The Withdrawing Party's share of the cost of the Continuing Functions shall be (i) paid in accordance with the allocation set forth in Section 4.2(D) so long as Operator is responsible for such functions with respect to any Common Utility Lines and security program, and (ii) with respect to any signs, paid in the proportion that the total square footage of such Owner's designation or designations bears to the total square footage of all designations displayed on such sign; provided however, that all amounts shall be payable by the Withdrawing Party at the end of each calendar year. Operator shall continue to operate and maintain the balance of the Common Area in accordance with the standards set forth herein.

Following any such approved maintenance takeover, as provided above, the Withdrawing Party may request that Operator resume the operation and maintenance of the Common Area on the Tract owned by such Withdrawing Party. Operator may grant or deny any such request at its sole and absolute discretion. Any such request that is granted will be subject to the satisfaction of the following conditions:

- (1) The Withdrawing Party shall give Operator at least sixty (60) days prior written notice of the Withdrawing Party's intention to have Operator resume the operation and maintenance of the Common Area on its Tract; provided, however, such date for resumption shall always be the first day of a calendar quarter; and
- (2) Prior to the date established for Operator to resume the maintenance and operation thereof, the Withdrawing Party shall, at its sole cost and expense, cause the Common Area on its Tract to be at least equal to the same condition of maintenance then existing on the other portions of the Common Area being maintained by Operator.

Provided Operator approves the request and the above conditions are satisfied, concurrently with the designated date, Operator shall resume full operation and maintenance of the Common Area located on the Tract owned by the Withdrawing Party, and the Withdrawing Party shall be responsible for its share of Common Area Maintenance Costs as set forth in Section 4.2 so long as Operator is responsible for such functions.

H. In the event (i) any Withdrawing Party is permitted to take over operation and maintenance of its Tract pursuant to Section 4.2(G) herein, (ii) a Party separately pays an amount that would otherwise be part of Common Area Maintenance Costs, or (iii) an Approving Party disapproves of the Budget and Operator elects not to operate and maintain such disapproving Party's Tract as set forth in Section 4.2(C), then allocation of Common Area Maintenance Costs to the remaining Parties in each such circumstance shall be based on a fraction, the numerator of which is each Party's designated percentage share set forth above in Section 4.2(D), and the denominator is the total designated percentage shares of the remaining Parties."

4. Allocation. Section 4.2(D)(ii) of the OEA, as amended in the Third Amendment and the Sixth Amendment, hereby is further modified to reallocate the Common Area Maintenance Costs and Administration Fee for Lots 301A and 302A as follows:

Lot 301A	13.81%
Lot 302A	4.16%

5. Home Depot Outparcel. Home Depot may, in its sole and absolute discretion, subdivide that certain area located on Tract I approximately identified on the supplemental site plan attached hereto as Exhibit "X-6-A" as the "Home Depot Pad" for the purpose of leasing or selling the Home Depot Pad. Target, as the other Approving Party under the OEA, hereby acknowledges that Home Depot shall not be required to obtain any further approvals regarding the Home Depot Pad. Upon the sale of the Home Depot Pad, the owner of the Home Depot Pad shall not be considered an "Approving Party" under the OEA. Notwithstanding any provision of the OEA to the contrary: (i) the Building on the Home Depot Pad shall be constructed entirely within the boundaries of the Home Depot Pad; (ii) no Building on the Home Depot Pad shall exceed twenty-four feet (24') in height (from the Building's finished floor elevation), exclusive of parapet walls and other projections which shall not exceed twenty-eight feet (28') in height (from the Building's finished floor elevation); (iii) in accordance with Section 4.2(D) of the OEA, Home Depot shall record a supplemental declaration without the need for approval from any other Party prior to or immediately following completion of a Building on the Home Depot Pad to prorate the allocation attributable to Home Depot, and the Home Depot Pad and Home Depot shall furnish a copy of such supplemental declaration to the Operator, provided such supplemental declaration may not grant rights to the new owner/tenant that are greater than the rights such new owner/tenant has under the OEA; (iv) the owner of the Home Depot Pad shall be responsible for paying the Common Area Maintenance and Administration Fee allocated to the Home Depot Pad; and (v) the number of parking spaces supplied by Home Depot and the Home Depot Pad shall be deemed acceptable and permitted under the OEA so long as Tract I, including the Home Depot Pad, satisfies government parking requirements.

6. Target Outparcel. Target may, in its sole and absolute discretion, subdivide that certain area located on the Target Tract approximately identified on the supplemental site plan attached hereto as Exhibit "X-6-A" as the "Target Outparcel Pad" for the purpose of leasing or selling the Target Outparcel Pad. Home Depot, as the other Approving Party under the OEA,

hereby acknowledges that Target shall not be required to obtain any further approvals regarding the Target Outparcel Pad, except for approval of any change to the access points or any modifications to Bellano Way (the road between Tract 1 and the Target Tract) to the frontage road. Upon the sale of the Target Outparcel Pad, the owner of the Target Outparcel Pad shall not be considered an "Approving Party" under the OEA. Notwithstanding any provision of the OEA to the contrary: (i) the Building on the Target Outparcel Pad shall be constructed entirely within the boundaries of the Target Outparcel Pad; (ii) no Building on the Target Outparcel Pad shall exceed twenty-four feet (24') in height (from the Building's finished floor elevation), exclusive of parapet walls and other projections which shall not exceed twenty-eight feet (28') in height (from the Building's finished floor elevation); (iii) in accordance with Section 4.2(D) of the OEA, Target shall record a supplemental declaration without the need for approval from any other Party prior to or immediately following completion of a Building on the Target Outparcel Pad to prorate the allocation attributable to Target and the Target Outparcel Pad, and Target shall furnish a copy of such supplemental declaration to the Operator, provided such supplemental declaration may not grant rights to the new owner/tenant that are greater than the rights such new owner/tenant has under the OEA; (iv) the owner of the Target Outparcel Pad shall be responsible for paying the Common Area Maintenance and Administration Fee allocated to the Target Outparcel Pad; and (v) the number of parking spaces supplied by Target and the Target Outparcel Pad shall be deemed acceptable and permitted under the OEA so long as the Target Tract, including the Target Outparcel Pad, satisfies government parking requirements.

7. Notices. Section 6.4 of the OEA is hereby amended by adding the following:

"Home Depot: HD Development of Maryland, Inc.
Store No. 4408
2455 Paces Ferry Road, N.W.
Atlanta, Georgia 30339-4024
Attention: Property Management

With a copy to: HD Development of Maryland, Inc.
Store No. 4408
2455 Paces Ferry Road, N.W.
Atlanta, Georgia 30339-4024
Attention: Real Estate Law Attorney"

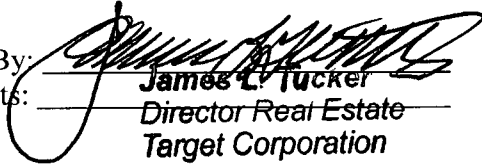
8. Capitalized Terms; Captions. Unless otherwise defined herein, capitalized terms used in this Seventh Amendment shall have the meaning set forth in the OEA. The captions set forth herein are for convenience only and are not a part of this Seventh Amendment.

9. Full Force and Effect. Except as expressly amended hereby, the OEA remains in full force and effect without amendment thereto.

10. Counterparts. This Seventh Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall be taken together to constitute one instrument, the signature pages of which may be attached to a single instrument and recorded in the official records of the Davis County, Utah, Recorder.


IN WITNESS WHEREOF, this Seventh Amendment has been executed as of the day and year first above written.

TARGET CORPORATION,
a Minnesota corporation

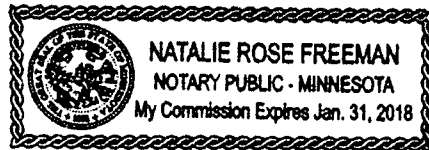
By: 
Its: James L. Tucker
Director Real Estate
Target Corporation

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing document was executed before me this 9th day of June, 2016, by James L. Tucker, who being by me duly sworn did say that (\$) he is the Director of TARGET CORPORATION, a Minnesota corporation, and that the within and foregoing instrument was signed, on behalf of the corporation, and said he duly acknowledged to me that said corporation executed the same.



NOTARY PUBLIC
Residing at: Hennepin County, MN
My Commission Expires: 1/31/18



IN WITNESS WHEREOF, this Seventh Amendment has been executed as of the day and year first above written.

HD DEVELOPMENT OF MARYLAND, INC.,
a Maryland corporation

By: Suzanne Russo
Its: Suzanne Russo
Senior Corporate Counsel

Nicole Stewart
Witness

Nicole Stewart
Printed Name of Witness

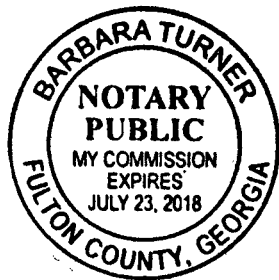
State of Georgia)
) ss.
County of Cobb)

This instrument was acknowledged before me this 10 day of July, 2016, by Suzanne Russo, the Sr. Corporate Counsel of HD Development of Maryland, Inc., a Maryland corporation, on behalf of the corporation.

Personally Known

Produced Identification
Type and # of ID _____

(Seal)



Barbara Turner
(Signature Notary)

Barbara TURNER.
Name of Notary Typed, Stamped or Printed
Notary Public, State of Georgia

CONSENT

The undersigned joins in the execution of the foregoing Seventh Amendment to Operation and Easement Agreement for the sole purpose of acknowledging and consenting to the terms and conditions set forth therein.

SDCKP, LLC, a Utah limited liability company

By: *[Signature]*
Its: Manager

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing document was executed before me this 19th day of July, 2016, by Mike Stangl, who being by me duly sworn did say that he is the Manager of SDCKP, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed, on behalf of the company, and said Mike Stangl duly acknowledged to me that said corporation executed the same.

[Signature]
NOTARY PUBLIC
Residing at: Midvale, UT
My Commission Expires: 1-20-2019

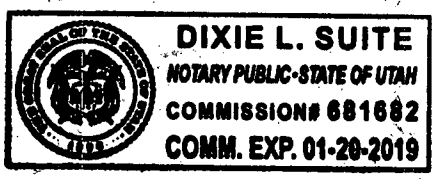


EXHIBIT A

Legal Description of Shopping Center

Real property located in Davis County, State of Utah, described as follows:

All of Lots 1 through 6, inclusive, and 9 through 11, inclusive, CENTERVILLE MARKETPLACE SUBDIVISION, 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. 06'15" 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.

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, Utah.

All of Lots 301 and 302, CENTERVILLE MARKETPLACE SUBDIVISION PHASE 3, *according to the official plat thereof. *AMENDED of Official Records of Davis County.

02-161-0009
0010
0011

02-161-0004
0005
0006
0014
0014
0017 1/2 street

02-176-0202.

NKA 301A, 302A

02-221-0301.

02-221-0302

EXHIBIT B-1a

Depiction of signage location for Lots 301 & 302 on Sign 1

(see attached)



LOT 301

LOT 302

EXHIBIT B-2a

Depiction of signage location for Lots 301 & 302 on Sign 3

(see attached)

Exhibit B-2a



LOT 301

LOT 302

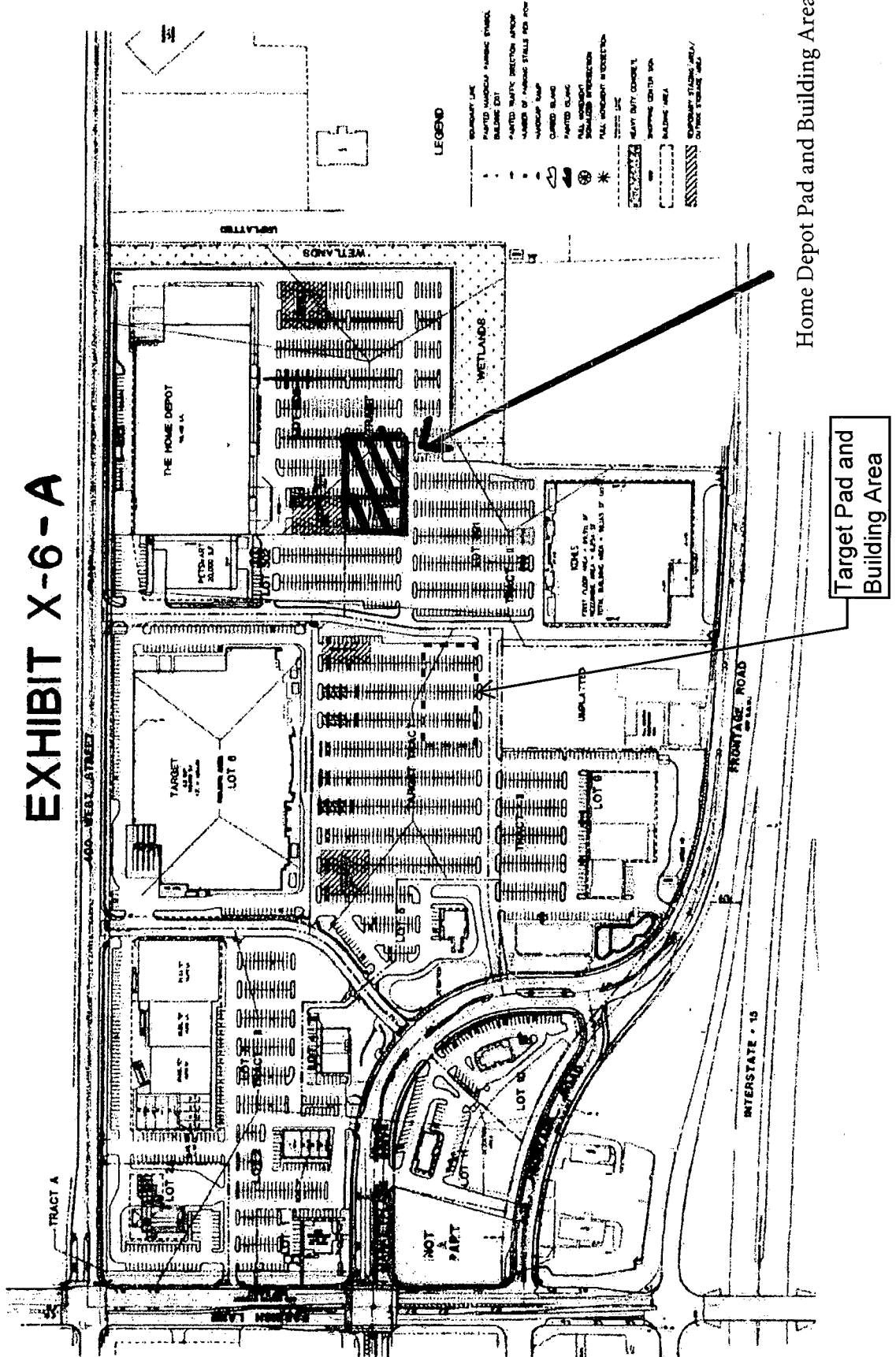
LOT 303

EXHIBIT X-6-A

Site Plan Depicting Home Depot Pad and Target Outparcel Pad

(see attached)

EXHIBIT X-6-A



LEGEND

- - - - - BOUNDARY LINE
- ▨ PAVED UNPAVED PARKING DRIVE
- ▨ BALDING ZON
- ▨ PAVED DRIVE SECTION AND/OR
- ▨ LINES OF PARKING STRIPS AND ROW
- ▨ UNPAVED DRIVE
- ▨ CURBED DRIVE
- ▨ PAVED DRIVE
- ▨ FULL WIDTH DRIVE
- ▨ SHOULDER PROTECTION
- ▨ FULL WIDTH DRIVE
- ▨ DRIVE
- ▨ DRIVE DUTY CORNER
- ▨ DRIVE CENTER LINE
- ▨ BALDING AREA
- ▨ DRIVEWAY STRIP AREA / STREET FRONTAGE AREA

Home Depot Pad and Building Area

Target Pad and Building Area

SP