

RETURN TO:

Rainbo  
8156 South Highland Drive  
Sandy, Utah 84093

1551

5487131  
27 APRIL 93 04:37 PM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
LANDMARK TITLE  
REC BY: REBECCA GRAY, DEPUTY

**SECOND AMENDMENT TO  
DEVELOPMENT AGREEMENT**

5487131

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT is made this 18th day of August, 1992, by and between BOYER 7800 ASSOCIATES, a Utah limited partnership (hereinafter referred to as "Boyer"), SMITH'S FOOD & DRUG CENTERS, INC., a Delaware corporation (hereinafter referred to as "Smith's") and AMOCO OIL COMPANY, a Maryland corporation (hereinafter referred to as "Amoco").

WHEREAS, Boyer and Smith's entered into that certain Development Agreement dated January 31, 1985, a Memorandum of which was recorded February 7, 1985, in Book 5628, Page 686, Records of Salt Lake County, Utah, covering a certain parcel of land located at the intersection of 7800 South and 3500 East;

WHEREAS, in accordance with that certain Amendment of Development Agreement dated August 12, 1992, Amoco became a party to the Development Agreement and became subject to certain rights and responsibilities set forth in the Development Agreement, as amended by said Amendment of Development Agreement (collectively, hereinafter, the "Development Agreement"); and

WHEREAS, the parties desire to further amend the Development Agreement as set forth below;

NOW, THEREFORE, in consideration of the premises, covenants and conditions, as herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Boyer, Smith's and Amoco agree that those areas within the Shopping Center designated by cross hatching on the attached Exhibit "A" shall be used, on a non-exclusive basis, for ingress and egress, as well as automobile and pedestrian circulation and shall not be obstructed so as to prevent the normal flow of traffic by the parties, their customers, employees or invitees.

The Development Agreement remains in full force and effect and remains unaltered except to the specific extent amended herein.

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IN WITNESS WHEREOF, the parties have duly executed this Second Amendment to Development Agreement as of the date first above written.

"BOYER"

BOYER 7800 SOUTH ASSOCIATES, a Utah Limited Partnership, by its General Partner, Boyer-Gardner Properties Partnership No. 2, a Utah General Partnership

By: *Roger Boyer*  
Roger Boyer, General Partner

"SMITH'S"

SMITH'S FOOD & DRUG CENTERS, INC.

By: *Michael C. Frei*  
Michael C. Frei, Senior Vice President

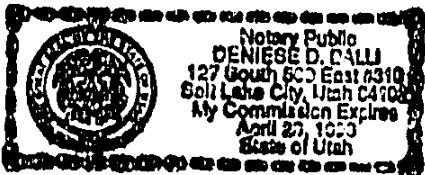
"ANOCO"

ANOCO OIL COMPANY

By: *K. J. Powell*  
Its: Manager, Salt Lake City Business Unit

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

On the 27<sup>th</sup> day of August, 1992, personally appeared before me, a notary public, Roger Boyer, who being first duly sworn, acknowledged to me that he executed the foregoing instrument on behalf of BOYER 7800 SOUTH ASSOCIATES, a Utah limited partnership, and that such partnership thereby executed the same.



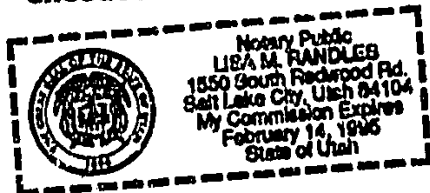
My Commission Expires:  
4-28-93

*Deniese D. Galli*  
Notary Public  
Residing at: *Salt Lake County*

BK6648PG0436

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

On the 18th day of August, 1992, personally appeared before me, a notary public, Michael C. Frei, who being first duly sworn, acknowledged to me that he is Senior Vice President of SMITH'S FOOD & DRUG CENTERS, INC., a Delaware corporation, and that he executed the foregoing instrument on behalf of said corporation and that such corporation thereby executed the same.

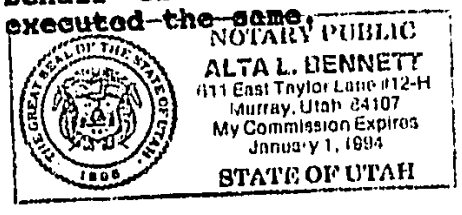


Lisa M. Randles  
Notary Public  
Residing at: Salt Lake

My Commission Expires:  
2-14-95

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

On the 14th day of October, 1992, personally appeared before me, a notary public, Randall L. Couch, who being first duly sworn, acknowledged to me that he is Manager, Salt Lake City Business Unit of AMOCO OIL COMPANY, a Maryland corporation, and that he executed the foregoing instrument on behalf of said corporation and that such corporation thereby executed the same.



Alta L. Bennett  
Notary Public  
Residing at: Salt Lake County

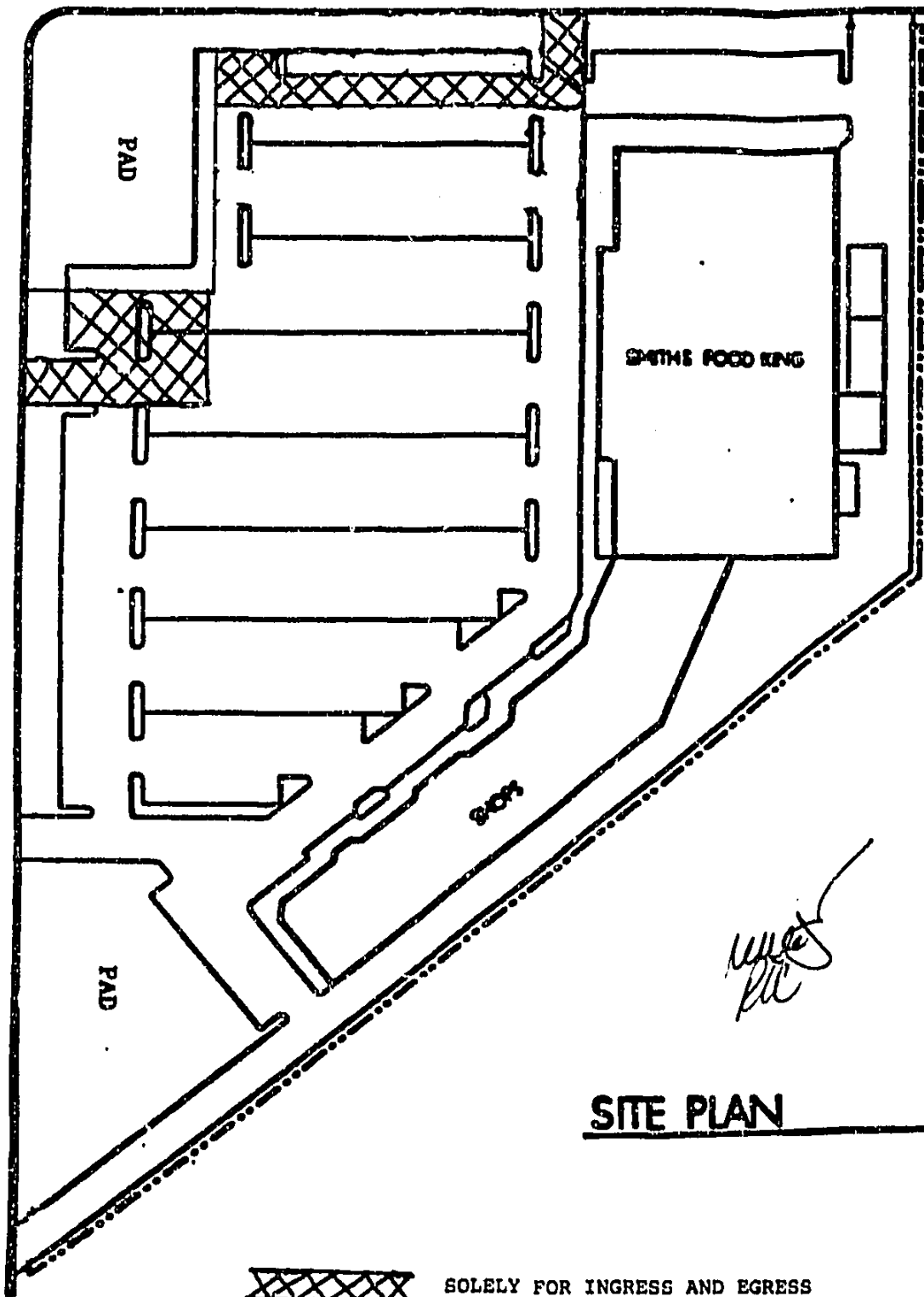
My Commission Expires:  
1/1/94

BK6648P00437

Exhibit "A"

3500 EAST STREET

7800 SOUTH STREET



**SITE PLAN**



SOLELY FOR INGRESS AND EGRESS

BK 6648PG0438

EXHIBIT "A-1"

LEGAL DESCRIPTION  
OF  
SMITH PARCEL

BEGINNING at a point on the West line of 3500 East Street, said point being South  $00^{\circ}08'25''$  West along the Section line 621.00 feet and South  $89^{\circ}56'20''$  West 29.00 feet from the Northeast corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence South  $89^{\circ}56'20''$  West 362.50 feet; thence North  $00^{\circ}08'25''$  East 219.00 feet; thence South  $89^{\circ}51'35''$  East 22.50 feet; thence North  $00^{\circ}08'25''$  East 213.00 feet; thence North  $89^{\circ}51'35''$  West 195.00 feet; thence North  $00^{\circ}08'25''$  East 155.39 feet to the South line of 7800 South Street; thence North  $89^{\circ}56'20''$  East along said South line 365.00 feet to a point being South  $89^{\circ}56'20''$  West 170.00 feet from the West line of 3500 East Street; thence South  $00^{\circ}08'25''$  West 100.00 feet; thence North  $89^{\circ}56'20''$  East 170.00 feet to a point on the West line of 3500 East Street, said point being South  $00^{\circ}08'25''$  West 100.00 feet from the South Line of 7800 South Street; thence South  $00^{\circ}08'25''$  West along said West line of 3500 East Street 488.00 feet to the point of BEGINNING. Contains 5.010 Acres.

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EXHIBIT "A-2"

LEGAL DESCRIPTION  
OF  
BOYER RETAIL PARCEL #1

BEGINNING at a point being South  $00^{\circ}08'25''$  West along the Section line 621.00 feet and South  $89^{\circ}56'20''$  West 391.50 feet from the Northeast corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North  $00^{\circ}08'25''$  East 219.00 feet; thence South  $89^{\circ}51'35''$  East 22.50 feet; thence North  $00^{\circ}08'25''$  East 213.00 feet; thence North  $89^{\circ}51'35''$  West 195.00 feet; thence North  $00^{\circ}08'25''$  East 155.39 feet to the South line of 7800 South Street; thence South  $89^{\circ}56'20''$  West along said South line 114.33 feet to the Northeasterly boundary of Southampton No. 2, a subdivision in the Northeast Quarter of said Section 35; thence South  $38^{\circ}52'44''$  East along said Northeasterly boundary 754.67 feet; thence North  $89^{\circ}56'20''$  East 11.70 feet to the point of Beginning. Contains 2.858 Acres.

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EXHIBIT "A-3"

LEGAL DESCRIPTION  
OF  
BOYER RETAIL N.E. PARCEL #2 (PAD B)

BEGINNING at a point at the intersection of the South line of 7800 South Street and the West line of 3500 East Street, said point being South  $00^{\circ}08'25''$  West along the Section line 33.00 feet and South  $89^{\circ}56'20''$  West 29.00 feet from the Northeast corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence South  $00^{\circ}08'25''$  West along the West line of 3500 East Street 100.00 feet; thence South  $89^{\circ}56'20''$  West 170.00 feet; thence North  $00^{\circ}08'25''$  East 100.00 feet to the South line of 7800 South Street; thence North  $89^{\circ}56'20''$  East along said South line 170.00 feet to the point of BEGINNING. Contains 0.390 Acres.

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EXHIBIT B-1

Legal Description

of

Parcel to be Deeded to Amoco

Description

A part of the Northeast Quarter of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the Southerly line of 7800 South Street as widened to 40 feet half width being 40.00 feet South 0°08'25" West along the Section line and 39.00 feet South 89°56'20" West from the Northeast Corner of said Section 35; and running thence South 44°57'38" East 14.12 feet to a point on the Westerly line of 3500 East Street; thence South 0°08'25" West 105.00 feet along said Westerly line of 3500 East Street; thence South 89°56'20" West 190.00 feet; thence North 0°08'25" East 115.00 feet to the Southerly line of 7800 South Street; thence North 89°56'20" East 180.00 feet along said Southerly line of 7800 South Street to the point of beginning, together with a non-exclusive easement for access over the area as designated in Exhibit A of the real estate contract.

Needed Area Contains  
21,800 Square Feet or 0.500 Acre

\_\_\_\_\_  
Smiths

\_\_\_\_\_  
Boyar

x *R. W. Couch*  
\_\_\_\_\_  
Amoco

BK6648P60442