

FIRST AMENDMENT TO THE COMMON AREA MAINTENANCE AGREEMENT

This First Amendment to the Common Area Maintenance Agreement ("First Amendment") is entered into this 14th day of October, 1994, and is the first amendment to that Common Area Maintenance Agreement ("CAMA"), dated November 16, 1993, recorded on May 20, 1994, with the Utah County, Utah, Recorder, as Entry No. 42741, Book 3449, Page 384, by and between Albertson's, Inc., a Delaware corporation ("Albertson's") and CPI/American Fork Limited Partnership, an Idaho limited partnership ("First Party") for Shopping Center.

The purpose of this First Amendment is to increase the maximum Building Area permitted on Parcel 1 with respect to the shopping center more particularly described on Schedule I attached hereto ("Shopping Center") and to adjust the pro rata share of common area maintenance expenses paid by the owners.

In consideration of the mutual benefits to be received by the parties hereto and other good and valuable consideration, the amount and receipt of which are hereby acknowledged by the parties, the parties agree with each other as follows:

1. The Site Plan attached as Exhibit A to the CAMA shall be replaced and substituted with the revised site plan which is attached to this First Amendment as Exhibit A and made a part hereof. All references to the Site Plan Exhibit A in the CAMA shall refer to the revised site plan as Exhibit A attached hereto.
2. The parties hereto are all the owners of the parcels of property which make up the Shopping Center and they desire to amend the CAMA as indicated herein.
3. Paragraph 7.1 to the CAMA shall be changed in its entirety to read as follows:

7.1 The Owner of each Parcel (or its respective tenants or agents, as it may direct) shall be billed monthly in arrears for its pro rata share of all expenses incurred by the Maintenance Director in maintaining and insuring the Common Area as provided above (including the ten percent [10%] service charge described in Article 6 above) with the first billing date

being the last day of the first full calendar month following the date First Party acquires title to Parcel 1. Said bills shall be due and payable within thirty (30) days after receipt of said bills and, if requested, copies of all invoices, statements or other documents supporting same. If such bills are not paid or disputed in good faith by an Owner within such thirty (30) day period, the amount due shall be paid with interest at the rate of 1.5% per month until paid in full. The proportionate share of the total Common Area expenses to be borne by each Owner for any year shall be that percentage set forth below:

	Maximum Building Area (Excluding Expansion Area)	Percent
Parcel 1	11,480	20.38
Parcel 2	44,844	79.62
	<hr/>	<hr/>
TOTAL:	56,324	100.00


In the event the Owner of a building expands its building into the Expansion Area shown on Exhibit A, the above percentages shall be recalculated based upon any increase in the total floor area (excluding mezzanines and basements not used for the sale or display of merchandise) of said building from the figures set forth above. The Maintenance Director shall not be entitled to reimbursement from any Owner (or its tenants or agents) for any item of Common Area maintenance or insurance expense (including the ten percent [10%] service charge described in Article 6 above) for which a bill is not submitted to said Owner (or its tenants or agents, as it may direct) within ninety (90) days after the end of the calendar year in which said expense is incurred.

4. No other terms and conditions of the CAMA are hereby changed by this First Amendment and the changes take effect upon the date that First Party commences construction of the expanded Building Area on Parcel 1. Capitalized terms used in this First Amendment and not defined herein shall have the meanings as set forth in the CAMA.

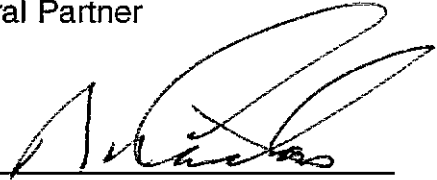
EXECUTED as of the day and year first written above.

ALBERTSON'S, INC.,
a Delaware corporation *wet*

**CPI/AMERICAN FORK LIMITED
PARTNERSHIP, an Idaho limited
partnership**

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

By: Cantlon Properties, Inc.,
an Idaho corporation,
General Partner

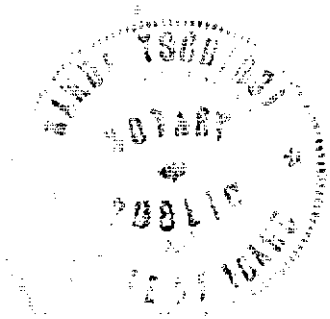
By: 
Roger D. Cantlon, President

STATE OF IDAHO)
) ss.
County of Ada)

ENT83495 BK 3558 PG 480

On this 25th, day of October, in the year 1994, before me, a Notary Public in and for the State of Idaho, personally appeared William H. Arnold, known or identified to me to be the Vice President, Real Estate Law, of Albertson's, Inc., the corporation that executed the 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 first above written.

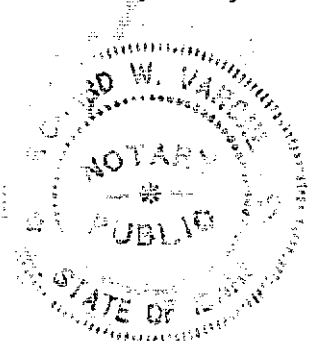


Janda Tschirgi
Notary Public for Idaho
Residing at: Meridian, Idaho
My commission expires: 5-1-00

STATE OF IDAHO)
) ss.
County of Ada)

On this 20th, day of September, in the year 1994, before me, a Notary Public in and for the State of Idaho, personally appeared Roger D. Cantlon, known or identified to me to be President of Cantlon Properties, Inc., one of the partners of the partnership and partner who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

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



David W. Vance
Notary Public for Idaho
Residing at: Boise, ID
My commission expires: 10/21/97

SCHEDULE I

ENT83495 BK 3558 PG 481

The land referred to in this Schedule is situated in the State of Utah, County of Utah, and is described as follows:

PARCEL 1:

Lot 1, Plat A, ALBERTSONS CENTER NO. 2, American Fork, Utah, according to the official plat thereof on file and of record in the Utah County Recorder's Office.

PARCEL 2:

Lot 2, Plat A, ALBERTSONS CENTER NO. 2, American Fork, Utah, according to the official plat thereof on file and of record in the Utah County Recorder's Office.

REVISIONS

11-26-91	R.A.C.	CHANGED TO EXHIBIT "A"
2-27-92	R.W.	FLIP DOCK REV. SHOPS R.R. R.O.W. PARKING, CURB CUT, G.B.A.
5-30-93	R.W.	REV. SHOPS & PARKING, REDUCE S. CURB CUT & 100 EAST & ADD MEDIAN & PARCELS.
4-22-93	R.W.	REVISE PARCEL LINE.
9-29-93	P.A.C.	ADD PERMANENT SERVICE DRIVES
8-15-94	R.W.	REV. SHOPS "A", PARKING, G.B.A.
9-21-94	R.T.D.	REV. G.B.A. & PARKING REQUIREMENTS
11-10-94	R.W.	(2) STALLS
		1) H.C.

MR DRW
MR DRW
MR DRW
MR DRW
MR DRW
MR DRW
MR DRW

DRW

GENERAL NOTES

DRAWN WITH OUT BENEFIT OF SURVEY
NO TRUCK WELLS, NATURAL DOCK ONLY
PARKING REQUIREMENTS:
5/ 1,000 S.F. GROSS LEASABLE AREA

BUILDING SETBACK REQUIREMENTS:
0' ALL SIDES

ENT83495 BK 3558 PG 402

LANDSCAPE REQUIREMENTS:
BY CITY REVIEW
(PLANNING COMMISSION REVIEW)

ZONING REQUIREMENTS:
EXISTING- COMMERCIAL (CC-1)
REQUIRED- COMMERCIAL (CC-1)

LEGEND



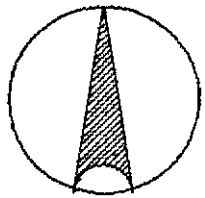
PROPERTY LINE / PARCEL LINE	-----
EXPANSION LIMIT LINE	-----
BUILDING AREA	
HEAVY DUTY ASPHALT	
BUILDING LIMIT LINE

EXHIBIT "A" SITE PLAN

TOTAL GROSS BUILDING AREA	56,324 S.F.
TOTAL CARPARKS REQUIRED	281
TOTAL CARPARKS PROVIDED	283 (+2)
TOTAL CARPARKS W/IN 200' RAD.	157
TOTAL SITE AREA	260,778 S.F. (5.99 AC.)



NORTH
SCALE: 1"=100'-0"

APPROVED BY:		DATE:
CHAIRMAN	SIGNED	11-22-91
PRESIDENT	SIGNED	11-22-91
EXEC. V.P.-S.P.	SIGNED	11-22-91
SR. V.P.-CONSTR.	SIGNED	11-22-91
SR. V.P.-REG.	SIGNED	11-22-91

ALBERTSONS NO. 378
N.E.C. MAIN STREET & 100 EAST STREET
AMERICAN FORK, UT.

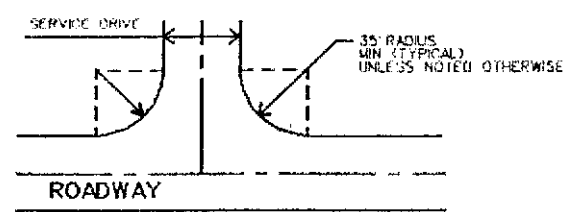
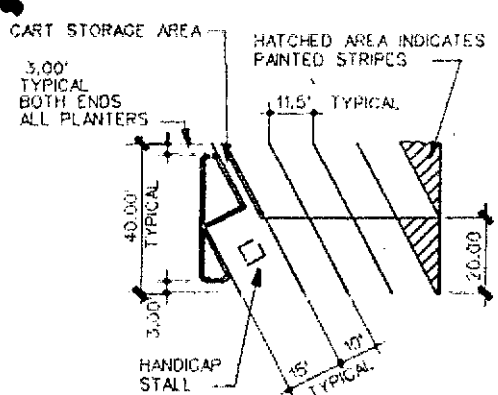
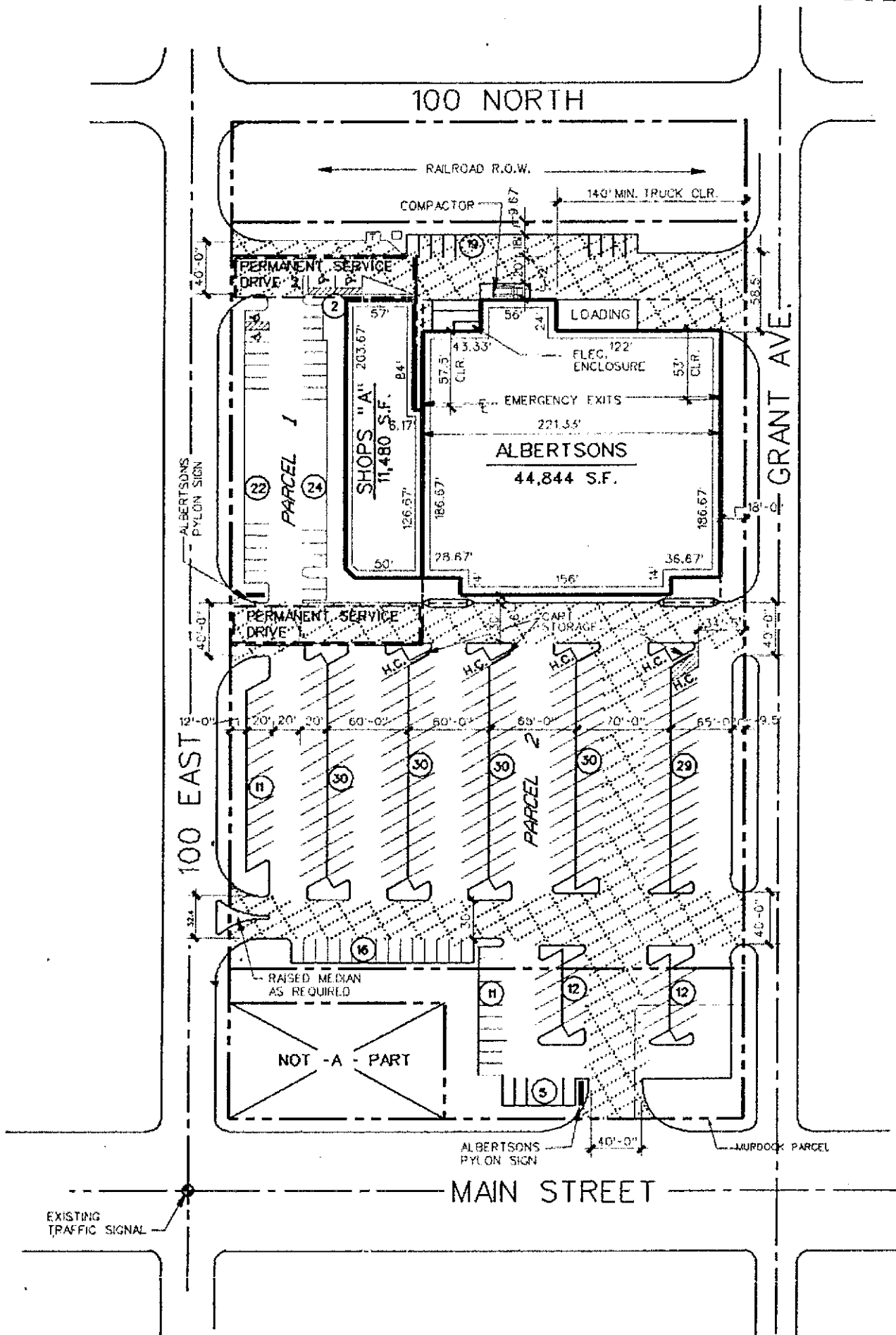
250 PARKCENTER BLVD. BOISE, IDAHO 83726



DRAWN R.A.C.	CHECKED R.W.
DATE	11-21-91

SHEET TITLE
EXHIBIT "A"
SITE PLAN

SHEET
1
OF 1
378.dgn



(A) PARKING DETAIL
 1"=50'-0"

(B) CURB CUT DETAIL
 1"=100'-0"