

Recorded at request of SECURITY TITLE COMPANY Order No. 75603 Fee Paid 26.00
Date OCT 28 1982 at 4:32 P M. CAROL DEAN PAGE Recorder Davis County
By [Signature] Deputy Book 718 Page 984

AMENDMENT TO Sw 7-47-14
625584 COVENANTS FOR OPERATION,
MAINTENANCE AND RECIPROCAL EASEMENTS
(Antelope Square Shopping Center)

THIS AGREEMENT (hereinafter referred to as the "Amendment"), dated as of the 14th day of October, 1982, is made by CDI-EVANS DEVELOPMENT COMPANY, a joint venture organized and existing as a Utah general partnership (hereinafter referred to as "CDI-Evans"), DESERET MUTUAL BENEFIT ASSOCIATION, a Utah nonprofit corporation (hereinafter referred to as "DMBA"), McDONALDS CORPORATION, a Delaware corporation (hereinafter referred to as "McDonalds"), K MART CORPORATION, a Michigan corporation (hereinafter referred to as "K mart"), ZIONS FIRST NATIONAL BANK, a national banking association (hereinafter referred to as "Zions"), and ALBERTSON'S, INC., a Delaware corporation (hereinafter referred to as "Albertson's").

WITNESSETH:

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WHEREAS, CDI, Ltd., a Utah limited partnership, K mart and Zions have executed a certain Covenants for Operation, Maintenance and Reciprocal Easements dated November 20, 1980 and recorded as Entry No. 581474, Book 850, Page 605 of the records of the County Recorder of Davis County, Utah (hereinafter referred to as the "Existing OMR Agreement"), which Existing OMR Agreement covers a certain tract of land located in the City of Layton, County of Davis, State of Utah, which is more particularly described in Exhibit A attached hereto and by this reference made a part hereof and which is hereinafter referred to as the "Shopping Center"; and

WHEREAS, CDI-Evans is the record owner of a portion of the Shopping Center which is hereinafter referred to as the "Bank Parcel" and which is more particularly described in Exhibit A-1 attached hereto and by this reference made a part hereof; and

WHEREAS, McDonalds is the record owner of a portion of the Shopping Center which is hereinafter referred to as the "McDonalds Parcel" and which is more particularly described in Exhibit A-2 attached hereto and by this reference made a part hereof; and

WHEREAS, DMBA is the record owner of all of the land in the Shopping Center except the McDonalds Parcel and the Bank Parcel, which land owned by DMBA is comprised of the portion of the Shopping Center which is hereinafter referred to as the "K mart Demised Premises" and which is more particularly described in Exhibit A-3 attached hereto and by this reference made a part hereof, plus the portion of the Shopping Center which is hereinafter referred to as the "Shop Space Parcel" and which is

more particularly described in Exhibit A-4 attached hereto and by this reference made a part hereof; and

WHEREAS, CDI-Evans is the record owner of the buildings and improvements located on the K mart Demised Premises and on the Shop Space Parcel, and CDI-Evans is also the ground lessee of all of the land in the K mart Demised Premises and the Shop Space Parcel pursuant to two separate Ground Lease Agreements between DMBA and CDI-Evans, each dated December 2, 1981, as evidenced by two Memoranda of Ground Lease Agreements recorded as Entry No. 605170, Book 886, Page 844 and as Entry No. 605169, Book 886, Page 830, respectively, of the records of the County Recorder of Davis County, Utah; and

WHEREAS, McDonalds, DMBA and CDI-Evans are all of the record owners of the Shopping Center; and

WHEREAS, K mart is still the Tenant of the K mart Demised Premises pursuant to the lease which is referred to and more particularly described in the Original OMR Agreement; and

WHEREAS, Zions is still the trustee and beneficiary under one of the Trust Deeds dated June 1, 1980 which is referred to and more particularly described in the Original OMR Agreement (the other such Trust Deed which is referred to and described in the Original OMR Agreement having been released and reconveyed of record) and Zions is also still the trustee under that certain Trust Indenture dated as of June 1, 1980 which is referred to and described in the Original OMR Agreement, all with respect to the portion of the Shopping Center constituting the K mart Demised Premises; and

WHEREAS, DMBA is also the beneficiary under a Deed of Trust executed by CDI-Evans, dated December 2, 1981 and recorded as Entry No. 605171, Book 886, Page 857 of the records of the County Recorder of Davis County, Utah, covering the rights, title and interests of CDI-Evans in and to the Shop Space Parcel; and

WHEREAS, pursuant to an unrecorded Shopping Center Sublease dated August 5, 1982, Albertsons is the lessee of a portion of the Shop Space Parcel which is hereinafter referred to as the "Albertsons Demised Premises" and which is more particularly described in Exhibit A-6 attached hereto and by this reference made a part hereof; and

WHEREAS, CDI-Evans, DMBA, McDonalds, K mart, Zions and Albertsons (which, together with future owners of all or portions of the Shopping Center are hereinafter sometimes referred to collectively as "The Parties") all desire to amend the Original OMR Agreement to change the size and configuration of certain portions of the Building Area and Common Area of the Shopping Center by substituting the legal description of the Shopping Center contained in Exhibit A attached hereto for the legal description of the Shopping Center attached as Exhibit A to the Original OMR Agreement and by substituting the Site Plan of the Shopping Center attached hereto as Exhibit B for the

Site Plan attached as Exhibit B to the Original OMR Agreement, and to further amend the Original OMR Agreement to provide that certain matters that now require the written consent of the owners of the Shopping Center and of K mart while it has a leasehold interest in the K mart Demised Premises, shall in the future also require the written consent of Albertsons while it has a leasehold interest in the Albertsons Demised Premises, and to further amend the Original OMR Agreement to provide that the required parking spaces for the Bank Parcel may be maintained on the Shop Space Parcel rather than being required to be maintained on the Bank Parcel itself.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, The Parties agree as follows:

1. Substitution of Legal Description of Shopping Center. The Original OMR Agreement is hereby amended to delete the legal description of the Shopping Center which is set forth in Exhibit A attached to the Original OMR Agreement and to substitute therefor the legal description of the Shopping Center which is set forth in Exhibit A attached to this Amendment and by this reference made a part hereof. From and after the Effective Date of this Amendment (as defined in Paragraph 5 below) any reference in this Amendment or in the Original OMR Agreement to the "Shopping Center" shall mean and refer to the tract of land described in Exhibit A attached to this Amendment and by this reference made a part hereof.

2. Substitution of Shopping Center Site Plan. The Original OMR Agreement is hereby amended to delete the Site Plan of the Shopping Center which is attached as Exhibit B to the Original OMR Agreement and to substitute therefor the Site Plan of the Shopping Center which is attached as Exhibit B to this Amendment and by this reference made a part hereof. From and after the Effective Date of this Amendment (as defined in Paragraph 5 below) any reference in this Amendment or in the Original OMR Agreement to the "Site Plan" shall mean and refer to the Site Plan which is attached as Exhibit B to this Amendment, and the "Building Area" of the Shopping Center within which the construction, establishment and maintenance of buildings shall be confined as provided in Paragraph 1.2 of the Original OMR Agreement shall mean and include the Building Area which is designated on the Site Plan attached as Exhibit B to this Amendment.

3. Added Requirements of Albertsons' Consent.

(a) Consent Under Paragraph 2.1(d) of Original OMR Agreement. Paragraph 2.1(d) of the Original OMR Agreement is hereby amended to provide that, from and after the Effective Date of this Amendment, any of the activities permitted by said Paragraph 2.1(d) shall require the consent of Albertsons while it has a leasehold interest in the Albertsons Demised Premises, as well as the consent of the Owner of the Parcel upon which the same is to be done and of K mart while it holds a leasehold interest in the K mart Demised Premises, which consents shall not be unreasonably withheld.

(b) Consent Under Paragraph 2.4 of Original OMR Agreement. Paragraph 2.4 of the Original OMR Agreement is hereby amended to provide that from and after the Effective Date of this Amendment, any right to temporarily close any of the easement areas pursuant to said Paragraph 2.4 shall be subject to the reasonable consent of Albertsons while it has a leasehold interest in the Albertsons Demised Premises, as well as the reasonable consent of the Owners of the Entire Premises and of K mart while it has a leasehold interest in the K mart Demised Premises.

(c) Consent Under Paragraph 4 of Original OMR Agreement. Paragraph 4 of the Original OMR Agreement is hereby amended to provide that from and after the Effective Date of this Amendment, and except as otherwise provided below in Paragraph 4 of this Amendment, none of the Parties shall alter or rearrange the Common Area on its Parcel from and after the completion of construction (including, without limitation, any change in the configuration of Common Area improvements, the location of service drives, parking areas, striping and traffic directional arrows and signs) without the prior written consent of Albertsons while it has a leasehold interest in the Albertsons Demised Premises, as well as the prior written consent of all of the other owners of record of the Shopping Center and of K mart while it has a leasehold interest in the K mart Demised Premises.

(d) Consent Under Paragraph 7.3 of Original OMR Agreement. Paragraph 7.3 of the Original OMR Agreement is hereby amended to provide that from and after the Effective Date of this Amendment, the Original OMR Agreement, as supplemented and amended by this Amendment, may be cancelled, changed, modified or amended in whole or in part only by a written and recorded agreement executed by Albertsons while it is a Tenant of the Albertsons Demised Premises, as well as by all of the record owners of the Shopping Center and by K mart while it has a leasehold interest in the K mart Demised Premises.

4. Parking Requirements for Bank Parcel. It is agreed and acknowledged by all of the Parties that the automobile parking spaces which presently have been constructed on the Common Area of the Shop Space Parcel and which are shown on the Site Plan include all of the parking spaces which are intended to provide parking for all of the buildings which are permitted under the Original OMR Agreement (as amended by this Amendment) to be constructed on the Building Area of the Bank Parcel, as well as for all of the buildings which are permitted under the Original OMR Agreement (as amended by this Amendment) to be constructed on the Building Area of the Shop Space Parcel. Accordingly, it is further agreed that, notwithstanding any contrary provision of Paragraph 4 of the Original OMR Agreement, as amended by Paragraph 3 of this Amendment, the owner of the Bank Parcel shall not be required to construct or maintain any parking spaces on the Bank Parcel and shall be permitted, without the consent of any of the Parties, to remove any parking spaces which may be constructed on the Bank Parcel from time to time; provided, however, that except with respect

to removal of parking spaces, the owner of the Bank Parcel ⁹⁸⁸ shall be and remain subject to the requirement of Paragraph 4 of the Original OMR Agreement, as amended by Paragraph 3 of this Amendment, that it shall not alter the Common Area on its Parcel from and after the completion of construction without the prior written consent of the other owners and of K mart while it has a leasehold interest in the K mart Demised Premises and of Albertsons while it is a Tenant of the Albertsons Demised Premises; and provided further that the owner of the Shop Space Parcel or any part thereof shall be and remain subject to the requirement of Paragraph 4 of the Original OMR Agreement, as amended by Paragraph 3 of this Amendment, that it shall not alter or rearrange the Common Area (including specifically, but without limitation, the number of existing parking spaces) on its Parcel from and after the completion of construction, without the prior written consent of the other owners and of K mart while it holds a leasehold interest in the K mart Demised Premises and of Albertsons while it holds a leasehold interest in the Albertsons Demised Premises.

5. Effect of Amendment. This Amendment, when duly executed by CDI-Evans, DMBA, McDonalds, K mart, Zions and Albertsons, shall be effective as of the date that it is recorded in the records of the County Recorder of Davis County, Utah, which date is herein referred to as the "Effective Date." Except as specifically supplemented and amended by this Amendment, the Original OMR Agreement, and each of the terms and provisions thereof, shall be and remain in full force and effect. Each of the Parties confirms and agrees that, except as otherwise provided in Paragraph 7.4(b) of the Original OMR Agreement, all of its right, title and interest in and to the Shopping Center or any part thereof is subject and subordinate to all of the agreements, rights, covenants and grants of easements contained in the Original OMR Agreement, as supplemented and amended by this Amendment and as hereafter further changed, modified or amended in accordance with Paragraph 7.3 of the Original OMR Agreement, as amended by Paragraph 3 of this Amendment, and that all of such agreements, rights, covenants and grants of easements shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, successors (by merger, consolidation or otherwise), assigns, devisees, administrators, representatives, lessees and all other persons acquiring the Shopping Center or any part thereof or interest therein, whether by operation of law or in any manner whatsoever.

IN WITNESS WHEREOF, the undersigned Parties have executed this Amendment and have dated it for convenience of reference as of the date set forth at the outset hereof, intending it to be effective as of the Effective Date specified in Paragraph 5 above.

CDI-EVANS DEVELOPMENT COMPANY,
a joint venture organized and
existing as a Utah general
partnership

By CDI, LTD., General Partner of
CDI-Evans Development Company

By: *G. Walter Gasser*
G. Walter Gasser, General
Partner of CDI, Ltd.

DESERET MUTUAL BENEFIT ASSOCIATION,
a Utah nonprofit corporation

ATTEST: *Chitala*
Secretary

By: *Maurice M. Stewart*
Its: President

MCDONALDS CORPORATION, ~~INC.~~
a Delaware corporation

ATTEST: *Augustine*
Secretary
ASSISTANT SECRETARY

By: *M. J. ...*
Its: VICE PRESIDENT

K MART CORPORATION,
a Michigan corporation

ATTEST: *A. N. ...*
Assistant Secretary

By: *...*
Its: Vice President

ZIONS FIRST NATIONAL BANK,
a national banking association,
as Trustee and Beneficiary under
Deed of Trust and Trustee under
Indenture

ATTEST: *Myrna B. Smith*
TRUST OFFICER Secretary

By: *J. L. ...*
Its: Vice President and Trust Officer

990

ALBERTSONS, INC.,
a Delaware corporation

ATTEST:

Merris O. Armstrong
Secretary

By: Thomas R. Aldred
Its: Vice President & General Counsel

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

On this 22 day of October, 1982, personally appeared before me G. WALTER GASSER, who duly acknowledged to me that he executed the foregoing instrument as a General Partner in and on behalf of CDI, LTD., a Utah limited partnership, and that said CDI, LTD. executed said instrument as a General Partner in and on behalf of CDI-EVANS DEVELOPMENT COMPANY, a joint venture organized and existing as a Utah general partnership.

My Commission Expires:

11/09/83

Thomas R. Aldred
NOTARY PUBLIC
Residing at: SLC, UTAH

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

On the 18th day of October, 1982, personally appeared before me Merris O. Armstrong and Victor Gibb, who, being by me duly sworn, did say that they are the President and Secretary of DESERET MUTUAL BENEFIT ASSOCIATION, a Utah nonprofit corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said President and Secretary acknowledged to me that said corporation executed the same.

My Commission Expires:

March 14, 1983

Carol King Cartwright
NOTARY PUBLIC
Residing at Salt Lake City, Ut.

STATE OF Illinois)
COUNTY OF DuPage) : ss.

991

On the 22 day of October, 1982, personally appeared before me W.H. Switzerland and Seymour Guerman who, being by me duly sworn, did say that they are the Vice President and Assistant Secretary of McDONALDS CORPORATION, a Delaware corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said Vice President and Assistant Secretary acknowledged to me that said corporation executed the same.

My Commission Expires: 2/27/85

James D. Carver
NOTARY PUBLIC
Residing at: Woodridge Illinois

STATE OF Michigan)
COUNTY OF Oakland) : ss.

On the 27th day of October, 1982, personally appeared before me F.M. [unclear] and A.N. [unclear], who, being by me duly sworn, did say that they are the Vice President and Assistant Secretary of K MART CORPORATION, a Michigan corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said Vice President and Assistant Secretary acknowledged to me that said corporation executed the same.

My Commission Expires: 5/29/85

Mary S. Barber
NOTARY PUBLIC
Residing at: Gray Michigan

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

On the 22 day of October, 1982, personally appeared before me E.L. [unclear] and MYRNA B. SMITH, who, being by me duly sworn, did say that they are the Vice President and Trust Officer of ZIONS FIRST NATIONAL BANK, a national banking association, and that the foregoing instrument was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said Vice President and Trust Officer acknowledged to me that said corporation executed the same.

My Commission Expires: 11/09/83

William Talbot
NOTARY PUBLIC
Residing at: SLE, UTAH

STATE OF IDAHO)
COUNTY OF Ada) : ss.

992

On the 14th day of October, 1982, personally appeared before me Thomas R. Saldin and Minnie O. Armstrong, who, being by me duly sworn, did say that they are the Vice President and General Counsel and Secretary of ALBERTSON'S, INC., a Delaware corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said Thomas R. Saldin and Minnie O. Armstrong acknowledged to me that said corporation executed the same.

My Commission Expires:

May 1, 1984

Janet Tschirgi
NOTARY PUBLIC
Residing at: Boise, Idaho

1424C
100782

EXHIBIT A

993

[Attached to Amendment to Covenants for
Operation, Maintenance and Reciprocal Easements
(Antelope Square Shopping Center)]

Legal Description of "Shopping Center"

Beginning at a point on the North right of way line of 2000
North Street said point being North 0°03'10" East 50.00 feet
and South 89°47' West 502.16 feet from the South Quarter corner
of Section 7, Township 4 North, Range 1 West, Salt Lake Base
and Meridian, and running thence North 0°03'10" East 784.61
feet; thence South 89°43'40" West 1085.59 feet to the Easterly
right of way line of U.S. Highway 91; thence South 36°47' East
975.58 feet along said right of way to the North right of way
line of 2000 North Street; thence North 89°47' East along said
North line 500.69 feet to the point of beginning.

09.022-0075, 0065, 0066
0077, 0078
0052
0070

EXHIBIT A-1

994

[Attached to Amendment to Covenants for
Operation, Maintenance and Reciprocal Easements
(Antelope Square Shopping Center)]

Legal Description of "Bank Parcel"

09-022-0077

Beginning at a point on the northeast R/W line of State Highway
126 Layton, Utah, said point being North 497.95 ft. and West
1340.54 ft. from the south 1/4 Corner of Section 7, T4N, R1W,
SLB&M and running thence N36°47'W, along said R/W line, 101.00
ft.; thence N53°13'E, 98.00 ft. thence S36°47'E, 101.00 ft.;
thence S53°13'W, 98.00 ft. to the point of beginning.

Basis of Bearing is S 1/4 of Sec. 7 to SW Corner of Sec. 7
S89°47'W.

EXHIBIT A-2

995

[Attached to Amendment to Covenants for
Operation, Maintenance and Reciprocal Easements
(Antelope Square Shopping Center)]

Legal Description of "McDonalds Parcel"

09-022-0075

Beginning at a point on the Northeast R/W line of U.S. Highway 91, Layton, Utah, said point being North 775.49 ft. and West 1548.05 ft. from the South 1/4 Cor. Sec. 7, T4N, R1W, SLB&M and running thence N53°13'E, 24.73 ft.; thence N89°43'40" E, 91.16 ft.; thence S36°47'E, 157.30 ft.; thence S53°13'W, 98.00 ft.; thence N36°47'W, along said R/W line, 211.54 ft. to the point of beginning.

[Attached to Amendment to Covenants for
Operation, Maintenance and Reciprocal Easements
(Antelope Square Shopping Center)]

Legal Description of "K mart Demised Premises"

09-022-0065

Beginning at a point N0°03'10"E, 50.00 ft. and S89°47'W, 502.16
ft. from the S 1/4 Cor. Sec. 7, T4N, R1W, SLB&M and running
thence N0°03'10"E, 451.83 ft.; thence N89°56'50"W, 676.71 ft.;
thence S53°13'W, 33.42 ft.; thence S36°47'E, 65.00 ft.; thence
S53°13'W, 98.00 ft.; thence S36°47'E, 404.00 ft.; thence
N89°47'E, 500.69 ft. to beginning.

[Attached to Amendment to Covenants for
Operation, Maintenance and Reciprocal Easements
(Antelope Square Shopping Center)]

Legal Description of "Shop Space Parcel"

09-022-0052, 0070 & 0066

Beginning at a point which is North 827.55 feet and West 1586.97 feet from the South Quarter Corner of Section 7, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 89°43'40" East 1085.59 feet; thence South 0°03'10" West 332.78 feet; thence North 89°56'50" West 676.71 feet; thence South 53°13' West 33.42 feet; thence South 36°47' East 65.00 feet; thence South 53°13' West 98.00 feet to a point on the East line of U.S. Highway 91; thence North 36°47' West 160 feet along said Highway; thence North 53°13' East 98.00 feet; thence North 36°47' West 101.00 feet; thence South 53°13' West 98.00 feet to a point on said East line of Highway; thence North 36°47' West 34.00 feet along said Highway; thence North 53°13' East 98.00 feet; thence North 36°47' West 157.30 feet; thence South 89°43'40" West 91.16 feet; thence South 53°13' West 24.73 feet to a point on said East line of Highway; thence North 36°47' West 65.00 feet along said Highway to the point of beginning.

[Attached to Amendment to Covenants for
Operation, Maintenance and Reciprocal Easements
(Antelope Square Shopping Center)]

Legal Description of "Arby's Demised Premises"

Beginning at a point on the northeast R/W line of U.S. Highway
91, Layton, Utah, said point being North 369.80 ft. and West
1244.74 ft. from the South 1/4 Corner of Section 7, T4N, R1W,
SLB&M and running thence N36°47'W, along said R/W line, 160.00
ft.; thence N53°13'E, 98.00 ft.; thence S36°47'E, 160.00 ft.;
thence S53°13'W, 98.00 ft. to the point of beginning.

PX 09-022-0052

EXHIBIT A-6

999

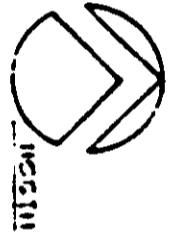
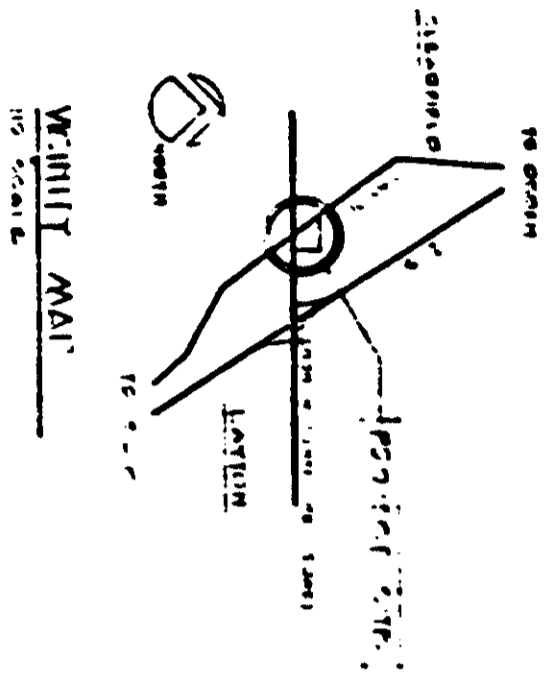
[Attached to Amendment to Covenants for
Operation, Maintenance and Reciprocal Easements
(Antelope Square Shopping Center)]

Legal Description of "Albertsons Demised Premises"

Beginning at a point S89°47'W, 790.83 feet, along the section
line, and N0°03'10" E, 503.19 feet from the South 1/4 corner of
Section 7, T4N, R1W. SLB&M and running thence N0°03'10"E,
200.50 feet; thence S89°56'50"E, 240.34 feet; thence
S0°03'10"W, 200.50 feet; thence N89°56'50"W, 240.34 feet to the
point of beginning.

Pt 09-022-0066

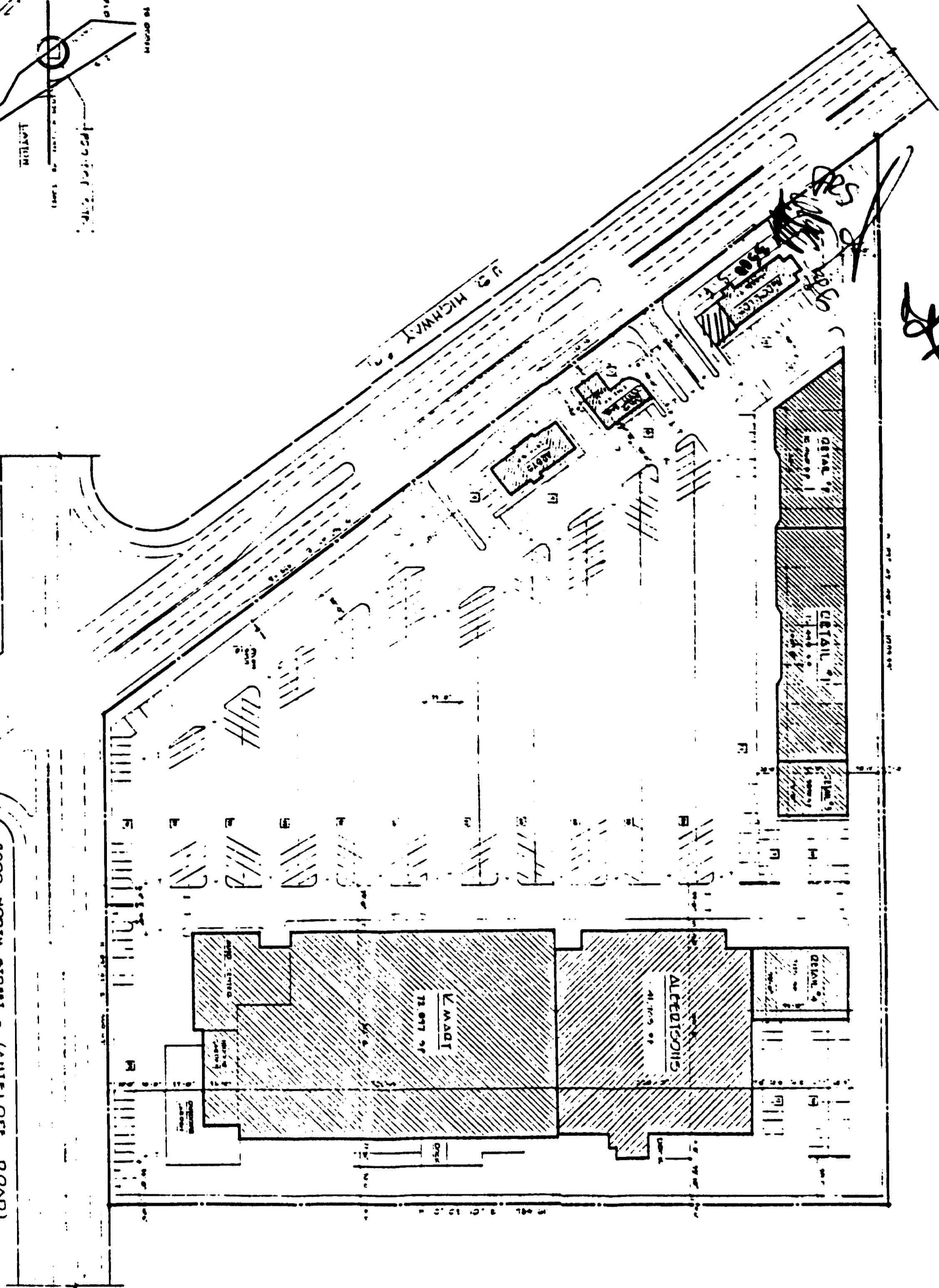
1000



SITE PLAN

SCALE 1" = 20' 0"

2000 HOORN STREET - (ANTHROP. ROAD)



Reduced Copy

Handwritten initials/signature