

After Recording, Return to:
Albertson's, Inc.
c/o Kimbal L. Gowland
Meuleman & Miller LLP
960 Broadway Avenue, Suite 500
Boise, Idaho 83706

RECEIVED
JUN 02 2004

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RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2004 JUN 2 10:53 AM FEE 44.00 DEP MEC
REC'D FOR EQUITY TITLE AGENCY

FIRST AMENDMENT TO COMMON AREA MAINTENANCE AGREEMENT

THIS FIRST AMENDMENT TO COMMON AREA MAINTENANCE AGREEMENT ("First Amendment") is entered into on May 2, 2004, between **SB Clinton L.C.**, a Utah limited liability company ("First Party"), **Clinton Towne Center Shops L.C.**, a Utah limited liability company ("Clinton Shops"), **SB Clinton Blockbuster L.C.**, a Utah limited liability company ("SB Clinton Blockbuster"), **Albertson's, Inc.**, a Delaware corporation ("Albertson's"), and **C&C Properties, LLC**, a Utah limited liability company ("C&C Properties").

RECITALS

A. First Party and Albertson's entered into that certain Common Area Maintenance Agreement dated October 22, 1998, which was recorded on October 23, 1998, as Entry No. 1451283, in Book 2379, beginning at Page 430, official records of Davis County, Utah, with respect to that certain real property more particularly described therein as the Shopping Center (the "CAMA").

B. First Party is now the Owner of Parcels 8, 9, 10 and 12 of the Shopping Center. Clinton Shops is the Owner of Parcels 1 and 3 of the Shopping Center. SB Clinton Blockbuster is the Owner of Parcel 6 of the Shopping Center. Albertson's is the Owner of Parcels 2 and 7 of the Shopping Center. C&C Properties is the Owner of Parcel 11 of the Shopping Center.

C. The parties desire to amend the CAMA with respect to the matters more specifically set forth below.

AGREEMENT

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

1. Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the CAMA.

2. The legal descriptions attached to the CAMA as Schedule I are hereby deleted and the revised legal descriptions attached hereto as Schedule I are substituted therefor. All references to Schedule I in the CAMA or in this First Amendment shall refer to the Schedule I attached hereto.

3. The site plan attached to the CAMA as Exhibit "A" is hereby deleted and the revised site plan attached hereto as Exhibit "A" is substituted therefor. All references to the site plan or to Exhibit "A" in the CAMA or in this First Amendment shall refer to the site plan attached hereto as Exhibit "A".

4. Section 1.1 of the CAMA is hereby amended to read as follows:

"1.1 Albertson's is the Owner of Parcels 2 and 7; First Party is the Owner of Parcels 8, 9, 10 and 12; Clinton Shops is the Owner of Parcels 1 and 3; SB Clinton Blockbuster is the Owner of Parcel 6; First Security Bank N.A. is the Owner of Parcel 4; Wendy's Old Fashioned Hamburgers of New York, Inc., an Ohio corporation, is the Owner of Parcel 5; and C&C Properties is the Owner of Parcel 11, all as shown on **Exhibit "A"** and more particularly described in **Schedule I** attached hereto and incorporated herein by this reference. Parcels 1 through 12 are hereinafter collectively referred to as the **"Shopping Center"**. Parcel 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 or 12 is sometimes referred to as a **"Parcel"**."

5. The cost sharing table set forth in Section 7.1 of the CAMA is hereby replaced with the following cost sharing table:

| | Maximum Building Area (Excluding Expansion Area) | Percent |
|---------------|---|----------------|
| Parcel 1 | 13,000 S.F. | 8.71 |
| Parcel 2 | 57,560 S.F. | 38.55 |
| Parcel 3 | 15,000 S.F. | 10.04 |
| Parcel 4 | 4,000 S.F. | 2.68 |
| Parcel 5 | 6,000 S.F. | 4.02 |
| Parcel 6 | 6,000 S.F. | 4.02 |
| Parcel 7 | 4,000 S.F. | 2.68 |
| Parcel 8 | 16,750 S.F. | 11.22 |
| Parcel 9 | 10,500 S.F. | 7.03 |
| Parcel 10 | 5,000 S.F. | 3.35 |
| Parcel 11 | 4,500 S.F. | 3.01 |
| Parcel 12 | <u>7,000 S.F.</u> | <u>4.69</u> |
| TOTAL: | 149,310 S.F. | 100.00% |

6. First Party (as the Owner of Parcels 8, 9, 10 and 12 as of the date hereof) and C&C Properties (as the Owner of Parcel 11 as of the date hereof) shall provide Albertson's with written notice, in accordance with Section 13.7 of the CAMA, of the date (i.e., the "Recalculation Date" described in Section 7.2 of the CAMA) that a permit has been obtained to allow construction (or such construction has commenced if, for any reason, that date occurs earlier) of any building

improvements on Parcel 8, 9, 10, 11 or 12. Such notice shall be provided not later than ten (10) days after the Recalculation Date. In addition, in connection with notifying Albertson's of the Recalculation Date as set forth herein, a photocopy of the notice provided to Albertson's shall be concurrently provided to its counsel, Kimbal L. Gowland, Meuleman & Miller LLP, 960 Broadway Avenue, Suite 500, Boise, Idaho 83706.

7. Section 13.7 of the CAMA is hereby amended to provide that the notice address for First Party, Clinton Shops, and SB Clinton Blockbuster shall be c/o Smith Brubaker Haacke, 2231 East 4800 South, Salt Lake City, Utah 84117, and that the notice address for C&C Properties shall be 8505 Windhaven Drive, Parker, Colorado 80130.

8. This First Amendment shall be recorded in the official records of Davis County, Utah, and shall be effective as of the date of said recording.

9. This First Amendment may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument. Signature and acknowledgment pages may be detached from original counterparts and attached to a single or multiple original(s) in order to form a single or multiple original(s) of this document.

10. The execution and acknowledgment of this First Amendment by First Party, Clinton Shops, SB Clinton Blockbuster, Albertson's and C&C Properties shall satisfy the requirement, set forth in Section 13.5 of the CAMA, that the Owners and Prime Lessees of the Parcels containing (not less than) ninety percent (90%) of the total square footage of Building Area in the Shopping Center consent to the modifications of the CAMA that are set forth in this First Amendment.

11. The CAMA, as amended herein, is hereby ratified and confirmed. Except as amended herein, the CAMA shall remain in full force and effect.

EXECUTED as of the date first set forth above.

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FIRST PARTY:

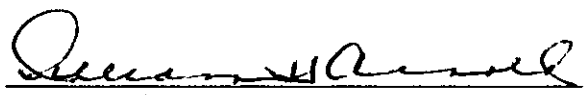
SB Clinton L.C.,
a Utah limited liability company



By: Scott M. Brubaker
A Member

ALBERTSON'S:

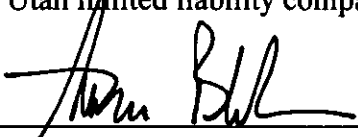
Albertson's, Inc.,
a Delaware corporation



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

CLINTON SHOPS:

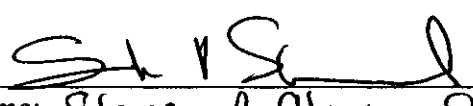
Clinton Towne Center Shops L.C.,
a Utah limited liability company



By: Scott M. Brubaker
A Member

C&C PROPERTIES:

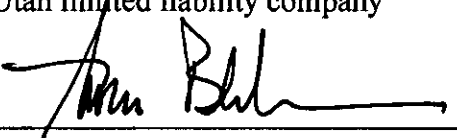
C&C Properties, LLC,
a Utah limited liability company



Name: Steven P. Choward
Its: Member

SB CLINTON BLOCKBUSTER:

SB Clinton Blockbuster L.C.,
a Utah limited liability company



By: Scott M. Brubaker
A Member

List of Schedules and Exhibits:

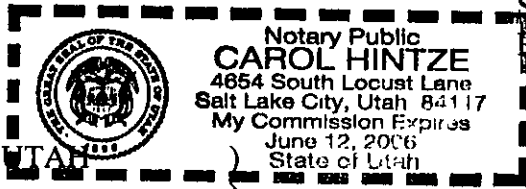
Schedule I - Description of the Shopping Center Parcels
Exhibit "A" - Site Plan

STATE OF UTAH)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 20 day of May, 2004, by Scott M. Brubaker, Member of SB Clinton L.C., a Utah limited liability company.

My commission expires:
6/12/04

[Signature]
Notary Public in and for the
State of Utah
Residing at Salt Lake City Utah



STATE OF UTAH)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 20 day of May, 2004, by Scott M. Brubaker, Member of Clinton Towne Center Shops L.C., a Utah limited liability company.

My commission expires:
6/12/06

[Signature]
Notary Public in and for the
State of Utah
Residing at Salt Lake City Utah

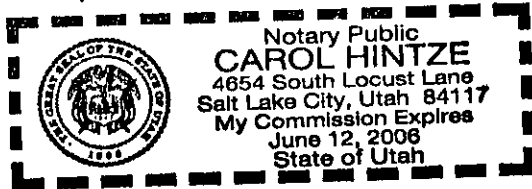


STATE OF UTAH)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 20 day of May, 2004, by Scott M. Brubaker, Member of SB Clinton Blockbuster L.C., a Utah limited liability company.

My commission expires:
6/12/06

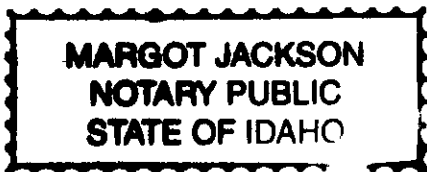
[Signature]
Notary Public in and for the
State of Utah
Residing at Salt Lake City Utah



STATE OF IDAHO)
) ss.
County of Ada)

On this 24th day of May, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared William H. Arnold, known or identified to me to be Group Vice President, Real Estate Law, of Albertson's, Inc., the corporation that executed the within and foregoing 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 in this certificate first above written.



Margot Jackson
Notary Public for Idaho
Residing at Mt. Home, Idaho
My commission expires: 8-26-08

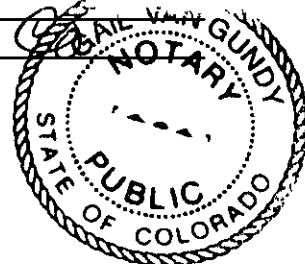
STATE OF Colorado,
County of Douglas) ss.

The foregoing instrument was acknowledged before me this 24th day of May, 2004, by Steven P. Coward, Member of C&C Properties, LLC, a Utah limited liability company.

My commission expires:

My Commission Expires 08/08/2004
10961 South Parker Road
Parker, CO 80134

William Gundy
Notary Public in and for the
State of Colorado
Residing at Paiky



SCHEDULE I

to First Amendment to Common Area Maintenance Agreement

Description of the Shopping Center Parcels

- Parcel 1: Lot 1, Clinton Towne Center, Clinton City, Davis County, Utah, according to the official plat thereof.
Tax Parcel No. 14-266-0001
- Parcel 2: Lot 2, Clinton Towne Center, Clinton City, Davis County, Utah, according to the official plat thereof.
Tax Parcel No. 14-266-0002
- Parcel 3: Lot 3, Clinton Towne Center, Clinton City, Davis County, Utah, according to the official plat thereof.
Tax Parcel No. 14-266-0003
- Parcel 4: Lot 4, Clinton Towne Center, Clinton City, Davis County, Utah, according to the official plat thereof.
Tax Parcel No. 14-266-0004
- Parcel 5: Lot 5, Clinton Towne Center, Clinton City, Davis County, Utah, according to the official plat thereof.
Tax Parcel No. 14-266-0005
- Parcel 6: Lot 6, Clinton Towne Center, Clinton City, Davis County, Utah, according to the official plat thereof.
Tax Parcel No. 14-266-0006
- Parcel 7: Lot 7, Clinton Towne Center, Clinton City, Davis County, Utah, according to the official plat thereof.
Tax Parcel No. 14-266-0007
- Parcel 8: Lot 8, Clinton Towne Center, Clinton City, Davis County, Utah, according to the official plat thereof.
Tax Parcel No. 14-266-0008
- Parcel 9: Lot 9, Clinton Towne Center, Clinton City, Davis County, Utah, according to the official plat thereof.
Tax Parcel No. 14-266-0009

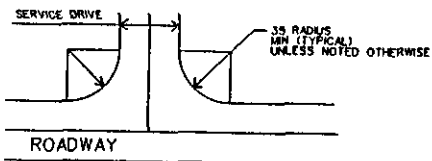
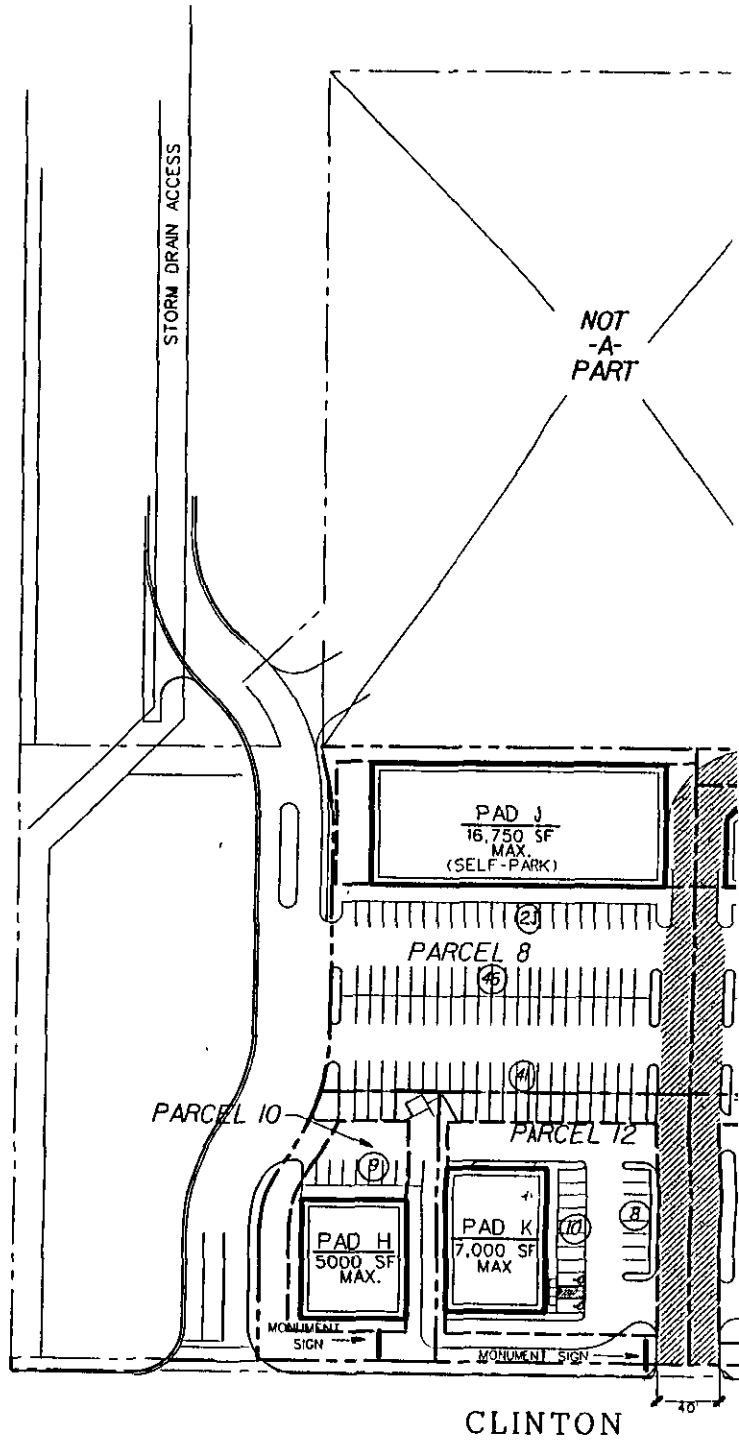
Parcel 10: Lot 10, Clinton Towne Center, Clinton City, Davis County, Utah, according to the official plat thereof.
Tax Parcel No. 14-266-0010

LESS AND EXCEPTING the Easternmost 18.0 feet of said Lot 10.

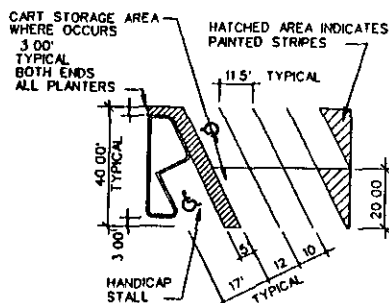
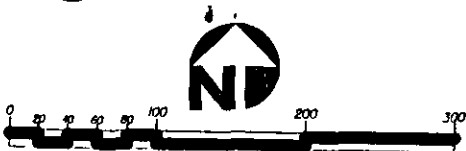
Parcel 11: Lot 11, Clinton Towne Center, Clinton City, Davis County, Utah, according to the official plat thereof.
Tax Parcel No. 14-266-0011

Parcel 12: Lot 12, Clinton Towne Center, Clinton City, Davis County, Utah, according to the official plat thereof.
Tax Parcel No. 14-266-0012

TOGETHER WITH the Easternmost 18.0 feet of Lot 10, Clinton Towne Center.



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



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

GENERAL NOTES

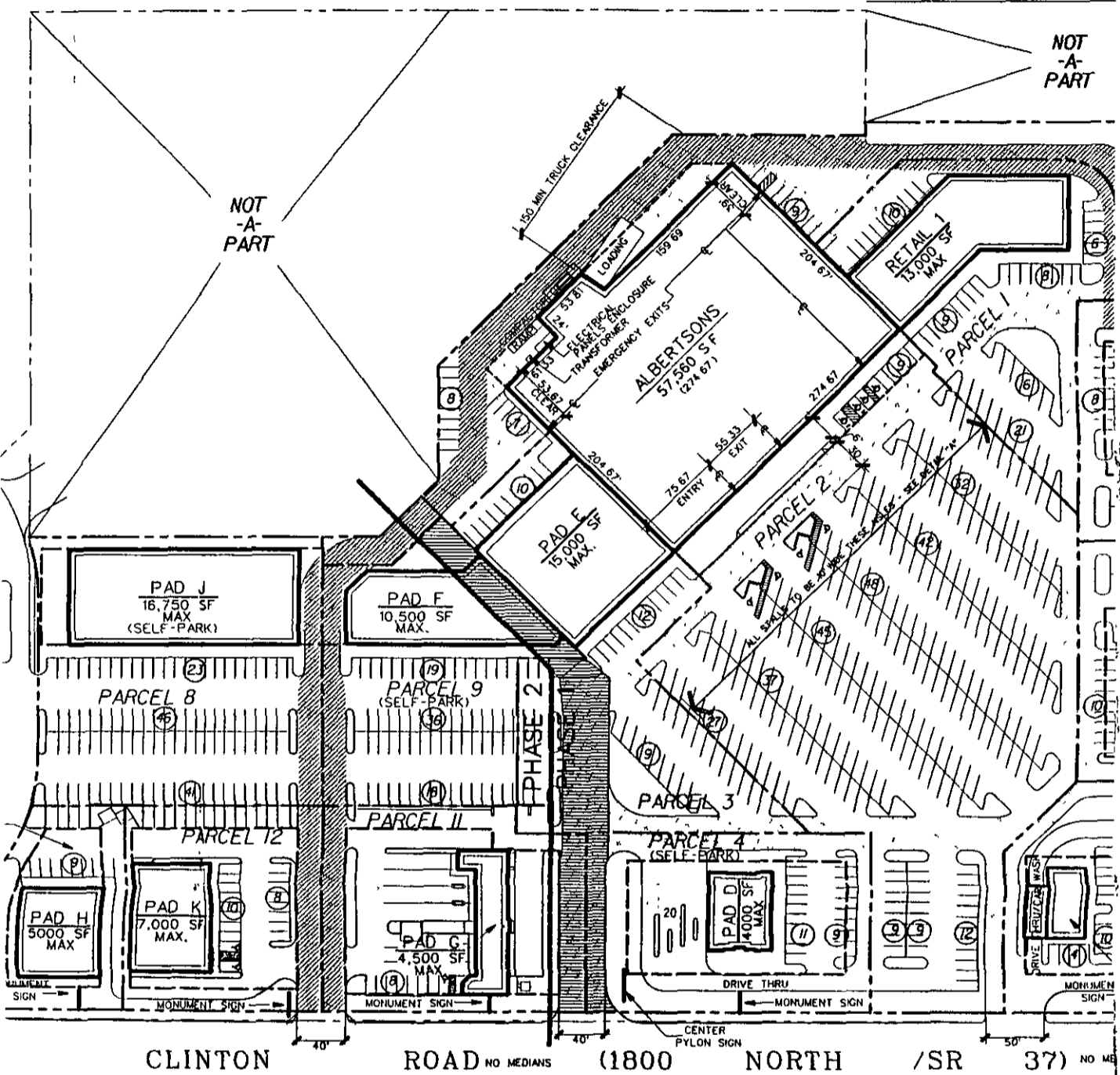
DRAWN WITH OUT BENEFIT OF S
NO TRUCK WELLS, NATURAL DOC
PARKING REQUIREMENTS

1/200 SF OF GBA (ALBERTS

BUILDING SETBACK REQUIREMENT:
PER CITY REVIEW

LANDSCAPE REQUIREMENTS
PER CITY REVIEW

ZONING REQUIREMENTS
EXISTING -



GENERAL NOTES

DRAWN WITH OUT BENEFIT OF SURVEY

GENERAL NOTES

DRAWN WITH OUT BENEFIT OF SURVEY
 NO TRUCK WELLS, NATURAL DOCK ONLY
 PARKING REQUIREMENTS:

1/200 SF OF G B A (ALBERTSONS STANDARD)

BUILDING SETBACK REQUIREMENTS:
 PER CITY REVIEW

LANDSCAPE REQUIREMENTS:
 PER CITY REVIEW

ZONING REQUIREMENTS:
 EXISTING -
 REQUIRED - COMMERCIAL

LEGEND

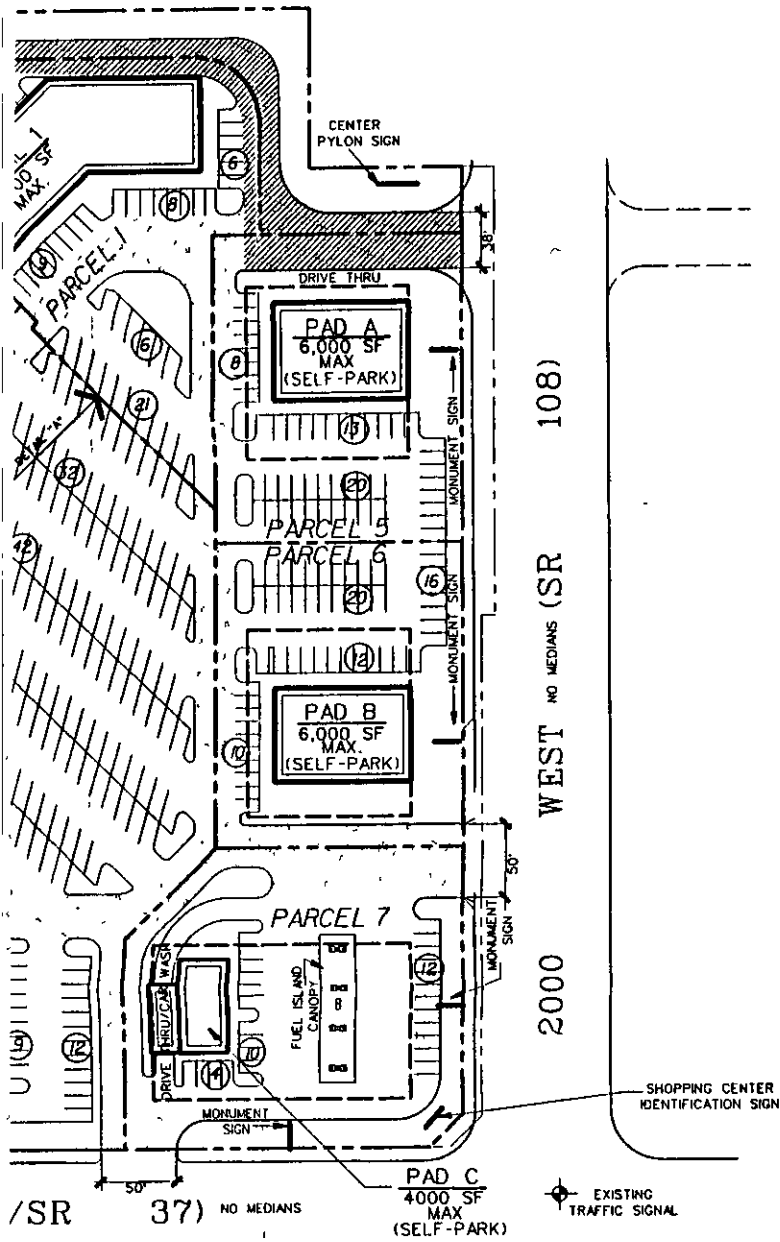
- PROPERTY/PARCEL LINE
- PHASE LINE
- EXPANSION LIMIT LINE
- BUILDING ENVELOPE
- BUILDING AREA
- HEAVY DUTY PAVING
- TEMPORARY SERVICE
- PERMANENT SERVICE

MR 9-17-'98 CSD
REV PAR LINES PKG
BLDG SF AND TEMP
SERVICE DRIVE

MR 10-20-'98 CSD
REV STORE DOCK AREA
PKG & PARCEL 7

ML 04-28-'04 LS
DM REV PARCELS 10 11,12
PER CURRENT PLAN

NOT
-A-
PART



NOTES
T BENEFIT OF SURVEY

LEGEND

- PROPERTY/PARCEL LINE
- PHASE LINE
- EXPANSION LIMIT LINE
- BUILDING ENVELOPE
- BUILDING AREA
- HEAVY DUTY PAVING
- TEMPORARY SERVICE DRIVE
- PERMANENT SERVICE DRIVE

EXHIBIT 'A' SITE PLAN

TOTAL GROSS BUILDING AREA 149,310 SF
 TOTAL CARPARKS REQUIRED 747 (1/200)
 TOTAL CARPARKS PROVIDED 748 (+1)
 TOTAL SITE AREA 685,136 SF (15.73 AC)

| APPROVED BY: | DATE | |
|----------------------|----------|--------|
| CHAIRMAN | 7-27-'98 | SIGNED |
| PRESIDENT | 7-27-'98 | SIGNED |
| EXEC V P /S D | 7-27-'98 | SIGNED |
| EXEC V P /DPS | 7-27-'98 | SIGNED |
| SR V P /REG | 7-27-'98 | SIGNED |
| GROUP V P /R.E. | 7-27-'98 | SIGNED |
| GRP V P /REAL ESTATE | 7-27-'98 | SIGNED |



PROJECT

N.W.C.
2000 WEST
&
1800 NORTH

CLINTON,
UTAH

STORE NO

393

DRAWN CSD CHECKED RAC
DATE 7 23 '98

SHEET TITLE
EXHIBIT 'A'
SITE PLAN

SHEET
1
OF 1
393clint dgn