

12-10

8929683

Recording Requested By and  
When Recorded Return to:

Attn: Donald E. Knickrehm  
HAWLEY TROXELL ENNIS & HAWLEY LLP  
P.O. Box 1617  
Boise, Idaho 83701

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12/19/2003 04:43 PM 42.00  
Book - 8925 Pg - 8933-8944  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
TITLE WEST  
BY: BRN, DEPUTY - WI 12 P.

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY.

#385 NWC 70th South & Redwood  
West Jordan, UT  
GP: 10/22/03

**FIRST AMENDMENT  
TO  
COMMON AREA MAINTENANCE AGREEMENT**

THIS FIRST AMENDMENT TO COMMON AREA MAINTENANCE AGREEMENT (this "First Amendment") is made as of the 18 day of December, 2003, by and among CPI/West Jordan, LLC, an Idaho limited liability company ("CPI"), Albertson's Inc., a Delaware corporation ("Albertson's") and Target Corporation, a Minnesota corporation ("Target").

**RECITALS:**

A. CPI, Albertson's and Target executed and entered into that certain Common Area Maintenance Agreement (the "CAMA") dated as of July 2, 1998, recorded July 2, 1998, as Entry No. 7016837, in Book 8027, Page 1657, in the Official Records of Salt Lake County, Utah.

B. Reference is hereby made to the CAMA, and capitalized terms used herein without definition shall have the meanings given such terms in said CAMA. The parties hereto are the Consenting Owners described in the Declaration (as defined in the CAMA), and desire to

amend said CAMA as more particularly set forth below, pursuant to the provisions of Section 13.5 of the CAMA.

#### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby amend the CAMA as follows:

1. Exhibit "A" (the "Site Plan") attached to the CAMA is hereby deleted, and Exhibit "A" (the "Site Plan") attached to this First Amendment is substituted for the deleted Exhibit "A" and made a part of the CAMA.

2. Schedule I attached to the CAMA is hereby deleted, and Schedule I attached to this First Amendment is substituted for the deleted Schedule I and made a part of the CAMA.

3. All references in the CAMA to Parcel 4 are hereby amended to refer to Parcels 4A and 4B. All references in the CAMA to Parcel 5 are hereby amended to refer to Parcels 5A and 5B.

4. Section 7.1(b) of the CAMA is hereby deleted, and a new Section 7.1(b) is added to and made a part of the CAMA in substitution for the deleted Section, providing as follows:

"(b) 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:

<b>PARCEL</b>	<b>BUILDING AREA (excluding expansion area)</b>	<b>PERCENT</b>
Parcel 1	15,069	4.81
Parcel 2	55,922	17.84
Parcel 3	10,453	3.33
Parcels 4A, 4B, 5A, 5B & 6 (collectively)	93,164	29.73
Parcel 7	122,800	39.18
Parcel 8	5,000	1.60
Parcel 9	3,500	1.12
Parcel 10	<u>7,500</u>	<u>2.39</u>
<b>TOTAL:</b>	<b>313,408</b>	<b>100.00%</b>

In the event the Owner or Prime Lessee of Parcel 2 expands its building into the Expansion Area shown on Exhibit "A," or in the event the Ground Floor Area of any building constructed on Parcel 1 exceeds 15,069 square feet, then (in each instance) the above percentages shall be recalculated based upon any increase in the total Ground Floor Area 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 Expenses (including the Service Fee) for which a bill is not submitted to said Owner (or its tenants or agents, as it may direct) within one hundred eighty (180) days after the end of the Maintenance Budget Year in which said expense is incurred.

5. The amendment of Section 7.1(b) of the CAMA set forth in Section 4 of this First Amendment shall be effective upon and as of the date of recordation of this First Amendment in the Official Records of Salt Lake County, Utah. Until such date, the provisions of Section 7.1(b) of the CAMA shall remain in full force and effect, and the determination of the proportionate share of the total Common Area expenses incurred prior to such date shall be made based on the provisions of Section 7.1(b) of the CAMA prior to the effective date of this First Amendment.

6. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument, and shall be effective upon execution of one or more of such counterparts by each of the parties hereto.

7. This First Amendment shall be recorded in the Official Records of Salt Lake County, Utah.

[Signatures Appear on Following Pages]

CANTLON:

DATE: 12-17-03

**CPI/West Jordan, LLC,  
an Idaho limited liability company**

**By: Cantlon Properties, Inc.,  
an Idaho corporation, Manager**

CB

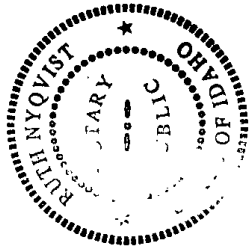
*[Handwritten signature of Roger D. Cantlon]*

By: \_\_\_\_\_  
Roger D. Cantlon  
President

STATE OF IDAHO            )  
  ) ss.  
County of Ada             )

On this 17 day of Dec, 2003, before me, Ruth Nyquist,  
a Notary Public in and for said State, personally appeared Roger Cantlon, known or identified to  
me to be the President of Cantlon Properties, Inc., an Idaho corporation, the manager of the  
limited liability company of **CPI/West Jordan, LLC**, an Idaho limited liability company, and  
the manager who subscribed said company name to the foregoing instrument, and acknowledged  
to me that he executed the same in said company name.

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



Ruth Nyquist  
Notary Public for the State of Idaho  
Residing at Boise Idaho  
My Commission Expires 12-10-04





**CONSENT AND NON-DISTURBANCE**

The undersigned is a holder of that certain Deed of Trust, Security Agreement, Financing Statement and Fixture Filing (the "**Deed of Trust**") from CPI/West Jordan, LLC, an Idaho limited liability company, recorded as Entry No. 9346759, in Book 8645, Page 5897-5932, Official Records of Salt Lake County, Utah. The undersigned has previously consented to and approved the Common Area Maintenance Agreement. The undersigned does hereby consent to and approve the First Amendment to Common Area Maintenance Agreement ("**First Amendment**") to which this Consent and Non-Disturbance is attached, and hereby acknowledges and agrees that the First Amendment will not be disturbed, interfered with or terminated by any foreclosure of the Deed of Trust or deed in lieu of foreclosure. The undersigned hereby evidences such consent, approval, agreement and non-disturbance by causing its duly authorized agent to sign, seal and deliver this Consent and Non-Disturbance this 5<sup>th</sup> day of December, 2003. Except for such consent and non-disturbance, no real or personal property encumbered by the Deed of Trust or any other security agreement securing the same obligation shall be affected hereby and all real or personal property encumbered by the Deed of Trust and any other security agreement securing the same obligation shall remain as security for the indebtedness described in the Deed of Trust.

PROTECTIVE LIFE INSURANCE COMPANY,  
a Tennessee corporation

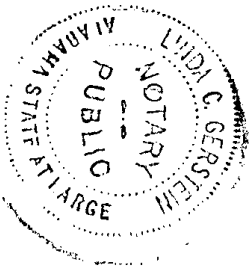
By: Charles M. Prior  
Name: Charles M. Prior  
Title: **V.P., Investments**



STATE OF Alabama )  
 ) ss.  
COUNTY OF Jefferson )

On this 5th day of December, 2003, before me Linda C. Gerstein,  
a Notary Public in and for said State, personally appeared Charles M. Prior, known  
or identified to me to be the VP, Investments of Protective Life Insurance Company,  
the corporation that executed the within 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 the certificate first above written.



Linda C. Gerstein  
Notary Public for Alabama  
Residing at Birmingham, Alabama  
My commission expires MY COMMISSION EXPIRES APRIL 2, 2006

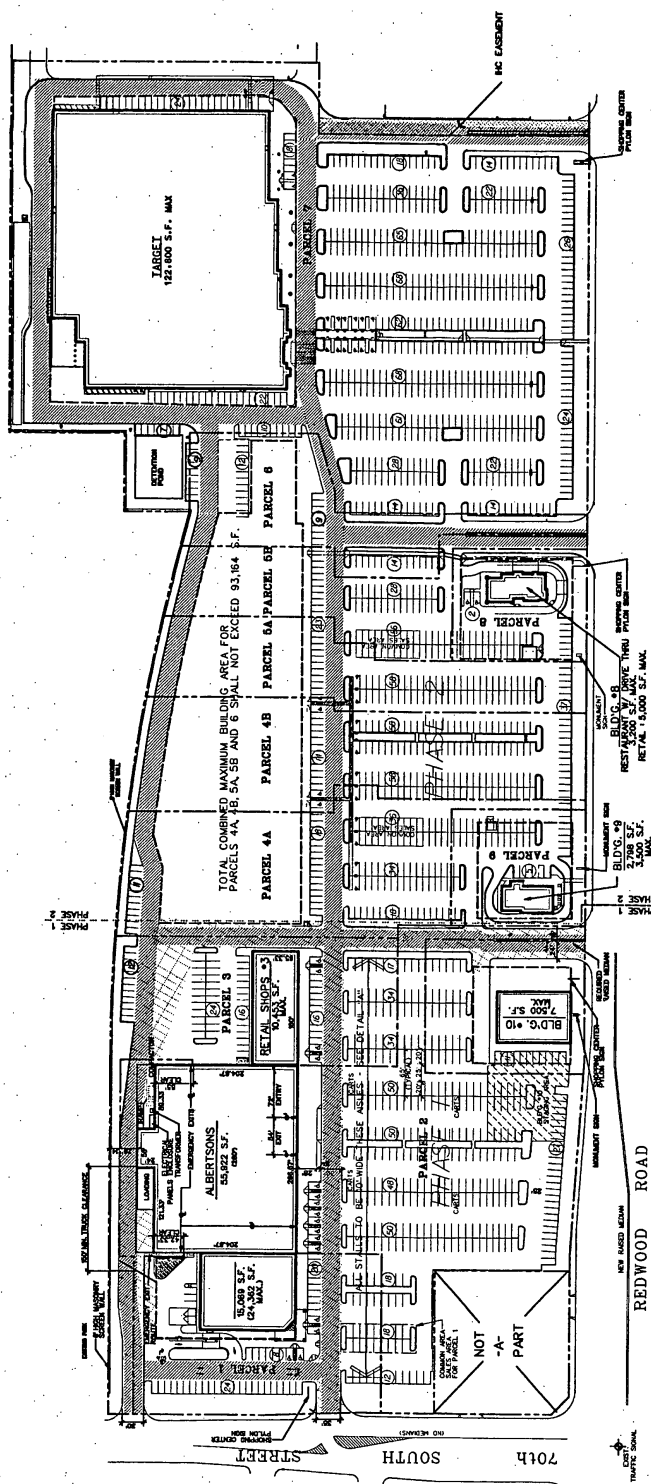
DATE	DESCRIPTION
6-11-94	REV. 1
2-22-98	REV. 2
1-15-00	REV. 3
1-15-00	REV. 4
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1-15-00	REV. 6
1-15-00	REV. 7
1-15-00	REV. 8
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1-15-00	REV. 100

**ALBERTSONS**  
 WISCONSIN CONTRACTORS  
 1000 W. JORDAN, SUITE 100  
 WISCONSIN 53176

N.W.C.  
 70th SOUTH STREET & REDWOOD ROAD  
 W. JORDAN, WI  
 385

DATE: 6-17-94  
 SCALE: 1"=40'

APPROVED BY: DATE: 6-17-94  
 CHAIRMAN: 6-17-94  
 PRESIDENT: 6-17-94  
 EXEC. VP./AD: 6-17-94  
 VP./MGR.: 6-17-94  
 VP./ARCH. ENG.: 6-17-94

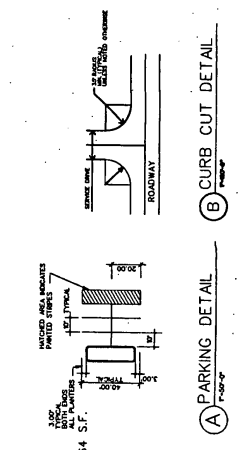


**EXHIBIT "A" SITE PLAN**

TOTAL GROSS BUILDING AREA # 322,700 S.F.  
 TOTAL CARPARKS REQUIRED # 1,613 (1-15)  
 TOTAL CARPARKS PROVIDED 1,598 (1-15)  
 TOTAL SITE AREA 1,250,001 S.F. +/- (326.83 AC. +/-)  
 # INCLUDES MAX. BUILDING AREA

**LEGEND**

---	PROPOSED DRIVE / PARCEL LINE
---	EXPANSION LIMIT LINE
---	BUILDING AREA
---	HEAVY DUTY ASPHALT
---	PHASE LINE
---	BUILDING ENVELOPE LINE
---	PERMANENT ACCESS DRIVE
---	STAGING AREA



**GENERAL NOTES**

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

TOTAL COMBINED MAXIMUM BUILDING AREA FOR PARCELS 4A, 4B, 4C, 5A, 5B AND 6 SHALL NOT EXCEED 93,164 S.F.

BUILDING SETBACK REQUIREMENTS:  
 BY CITY REVIEW AND APPROVAL

LANDSCAPE REQUIREMENTS:  
 BY CITY REVIEW AND APPROVAL

ZONING REQUIREMENTS:  
 EXISTING COMMERCIAL  
 REQUIRING COMMERCIAL

Schedule I  
Legal Description of Shopping Center Parcels

Parcel 1:

Lot 1, West Jordan Town Center, a commercial subdivision, according to the official plat recorded as Entry No. 7016834, in Book 98-7P, Page 176, Official Records.

Parcel 2:

Lot 2, West Jordan Town Center, a commercial subdivision, according to the official plat recorded as Entry No. 7016834, in Book 98-7P, Page 176, Official Records.

Parcel 3:

Beginning at the Southeast corner of Lot 5-A, West Jordan Town Center No.2, according to the official plat thereof recorded September 7, 2001 as Entry No. 7997307 in Book 2001P at Page 255 of Official Records, and running thence along the boundary of said Lot 5-A on the following eight (8) courses: 1) South 89°58'35" West 294.34 feet, 2) North 0°01'25" West 6.87 feet, 3) South 89°58'35" West 102.32 feet, 4) South 0°01'25" East 280.67 feet, 5) North 89°58'35" East 20.50 feet, 6) South 0°01'25" East 223.00 feet, 7) North 89°54'29" West 35.19 feet, and 8) North 0°01'13" West 486.50 feet; thence Northeasterly 191.87 feet along the arc of a 2915.00 foot radius curve to the right through a central angle of 3°46'17" (chord bears North 1°51'55" East 191.83 feet); thence North 89°58'35" East 405.00 feet; thence South 0°01'25" East 181.50 feet to the point of beginning.

Parcel 4A:

Beginning at the Northwest corner of Lot 5-B, West Jordan Town Center No.2, according to the official plat thereof recorded September 7, 2001 as Entry No. 7997307 in Book 2001P at Page 255 of Official Records, and running thence along the boundary of said Lot 5-B on the following nine (9) courses: 1) North 89°58'35" East 295.04 feet, 2) North 0°01'25" West 38.48 feet, 3) North 89°58'35" East 64.12 feet, 4) South 0°01'25" East 18.06 feet, 5) North 89°58'35" East 295.31 feet, 6) South 0°01'25" East 14.05 feet, 7) South 89°58'35" West 190.06 feet, 8) South 0°01'25" East 166.43 feet, and 9) South 89°58'35" West 76.77 feet; thence South 0°01'25" East 18.82 feet; thence South 89°58'35" West 405.00 feet; thence Northeasterly 179.75 feet along the arc of a 2915.00 foot radius curve to the right through a central angle of 3°31'59" (chord bears North 5°31'03" East 179.72 feet) to the point of beginning.

Parcel 4B:

Lot 5C, West Jordan Town Center No. 2, a commercial subdivision, according to the official plat recorded as Entry No. 7997307, in Book 2001P, Page 255, Official Records.

Parcel 5A:

Lot 5D, West Jordan Town Center No. 2, a commercial subdivision, according to the official plat recorded as Entry No. 7997307, in Book 2001P, Page 255, Official Records.

Parcel 5B:

Lot 5E, West Jordan Town Center No. 2, a commercial subdivision, according to the official plat recorded as Entry No. 7997307, in Book 2001P, Page 255, Official Records.

Parcel 6:

Lot 5F, West Jordan Town Center No. 2, a commercial subdivision, according to the official plat recorded as Entry No. 7997307, in Book 2001P, Page 255, Official Records.

Parcel 7:

Lot 7, West Jordan Town Center, a commercial subdivision, according to the official plat recorded as Entry No. 7016834, in Book 98-7P, Page 176, Official Records.

Parcel 8:

Lot 6, West Jordan Town Center, a commercial subdivision, according to the official plat recorded as Entry No. 7016834, in Book 98-7P, Page 176, Official Records.

Parcel 9:

Lot 4, West Jordan Town Center, a commercial subdivision, according to the official plat recorded as Entry No. 7016834, in Book 98-7P, Page 176, Official Records.

Parcel 10:

Lot 3, West Jordan Town Center, a commercial subdivision, according to the official plat recorded as Entry No. 7016834, in Book 98-7P, Page 176, Official Records.

21-22-301-017  
-019 thru -020