

After recording, please return to:  
**Judi Cloutier, Paralegal**  
**Isaacson Rosenbaum P.C.**  
**1001 17<sup>th</sup> Street, Suite 1800**  
**Denver, CO 80202-2058**

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 2/10/2011 2:20:00 PM \$28.00  
 Book - 9904 Pg - 7602-7609  
 Gary W. Ott  
 Recorder, Salt Lake County, UT  
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 BY: eCASH, DEPUTY - EF 8 P.

**FIRST AMENDMENT  
 TO  
 OPERATION AND EASEMENT AGREEMENT**

THIS FIRST AMENDMENT TO OPERATION AND EASEMENT AGREEMENT (the "First Amendment") is made and entered into effective the 26<sup>th</sup> day of January, 2011, by and between TARGET CORPORATION, a Minnesota corporation ("Target") and WEINGARTEN MILLER EQUIWEST SALT LAKE LLC, a Colorado limited liability company ("Developer.")

WITNESSETH:

WHEREAS, Target and Developer executed that certain Operation and Easement Agreement as of October 16, 2009, recorded on October 21, 2009 under Reception No. 10821303 in Book 9772 at page 4892 in the records of Salt Lake County, Utah, encumbering the real property therein known as 300 West Town Center Shopping Center (the "OEA").

WHEREAS, Target and Developer desire to amend the OEA as set forth below.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements hereinafter set forth, and in furtherance of the parties' understanding, Target and Developer hereby amend the OEA as follows:

1. **Parking.** The first grammatical paragraph of Section 3.2.5 is deleted in its entirety and replaced with the following:

"3.2.5 The parking area on the Target Tract, on Parcel 6, on Outparcel 1, on Outparcel 2, on Outparcel 3, and on Parcel 5 shall each contain sufficient ground level parking spaces, without reliance on parking spaces that may be available on another portion of the Shopping Center, in order to comply with the greater of Governmental Requirements or the following minimum requirements:

- (A) On the Target Tract, Outparcel 1, Outparcel 2 and Outparcel 3, four (4.0) parking spaces for each one thousand (1,000) square feet of Floor Area, plus for each single Restaurant, then six (6.0) additional parking spaces for each one thousand (1,000) square feet of Floor Area devoted to such use; provided, however, that compact car parking spaces, which may not exceed twenty percent (20%) of total parking spaces, shall be located only in the areas, if any, designated on the Site Plan.

- (B) On Parcel 5 and Parcel 6, three (3.0) parking spaces for each one thousand (1,000) square feet of Floor Area, plus for each single Restaurant, then six (6.0) additional parking spaces for each one thousand (1,000) square feet of Floor Area devoted to such use; provided, however, that compact car parking spaces, which may not exceed twenty percent (20%) of total parking spaces, shall be located only in the areas, if any, designated on the Site Plan.
- (C) If a business use contains a drive-up (such as a remote banking teller or food ordering/dispensing facility), then there shall also be created space for stacking not less than three (3) automobiles for each drive-up unit aisle on such Parcel.

Notwithstanding anything to the contrary in this Section 3.2.5, to the extent that the number of parking spaces located on Parcel 6 at a given time exceeds the minimum number of parking spaces required for Parcel 6 under this Section 3.2.5 (the "Excess Parcel 6 Spaces"), Developer may count the Excess Parcel 6 Spaces towards achieving the sufficient number of parking spaces required for Parcel 5 under Section 3.2.5 at the same given time if the same Party owns Parcel 5 and Parcel 6 at the same given time; provided, however, Developer may not under any circumstances count any excess parking spaces collectively located on Parcel 5 towards achieving the sufficient number of parking spaces required on Parcel 6 under Section 3.2.5."

The second through fifth grammatical paragraphs of Section 3.2.5 remain unchanged.

2. **Release of Outparcel 4.** Lot 8 (Outparcel 4) is hereby released from the OEA. All references in the OEA to Lot 8, Outparcel 4, Sign 2A and Sign Area 2A are eliminated. The legal description of the Developer Tract attached to the OEA as Exhibit B is hereby deleted in its entirety and replaced by Exhibit B-1 attached hereto and made a part hereof. From and after the date hereof, all references in the OEA to the Developer Tract shall be deemed to mean the property described in Exhibit B-1.

3. **Site Plan.** The Site Plan attached to the OEA as Exhibit X is hereby deleted in its entirety and replaced by Exhibit X-1 attached hereto and made a part hereof. From and after the date hereof, all references in the OEA to the Site Plan shall be deemed to mean Exhibit X-1.

4. **Common Area Maintenance Costs.** Section 4.3.3(A) is deleted in its entirety and replaced with the following:

"(A) To the Developer Tract Until October 6, 2011: the greater of actual Floor Area on the Developer Tract or 30,000 square feet.

Thereafter: the greater of actual Floor Area on the Developer Tract or 40,000 square feet."

5. Sign 3. The paragraph entitled “Sign 3” in Section 5.3.1 is deleted in its entirety and replaced with the following:

““Sign 3”                    The initial design criteria for this sign structure, and identification panel designations thereon, are shown on the Sign Exhibit. In the blank cabinet space shown on the Sign Exhibit for Sign 3, Developer shall have the right to attach one (1) identification panel to this sign structure identifying either an Occupant of Outparcel 2 or an Occupant of Outparcel 3. Sign 3 shall be located in the area identified on the Site Plan as “Sign Area 3”.”

6. Conflicts/Ratification. Except as amended hereby, the terms and provisions of the OEA remain in full force and effect. In the event of any conflict between the terms and provisions of the OEA and the terms and provisions of this First Amendment, the terms and provisions of this First Amendment will govern and control in every instance.

7. Authority. Each of the parties represents and warrants that it has the full capacity, right, power and authority to execute, deliver and perform this First Amendment, and all required actions, consents and approvals therefor have been duly taken and obtained. Furthermore, each of the parties represents and warrants that upon full execution of this First Amendment, the OEA as amended by this First Amendment shall be binding on all parties with any interest in its respective Tract, including but not limited to the holder of any mortgagee’s interest. Each of the parties to this First Amendment, as an Approving Party, represents and warrants that the terms and provisions of this First Amendment will not either impose any materially greater obligation on any Tract represented by such Approving Party, or materially impair any right of a Party owning a Tract represented by such Approving Party.

8. Entire Agreement. This First Amendment constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior written or oral agreements pertaining thereto.

9. Counterparts. This First Amendment may be executed in one or more counterparts, all of which in the aggregate shall constitute one and the same instrument.

10. Capitalized Terms. Capitalized terms used but not defined in this First Amendment have the meanings given them in the OEA.

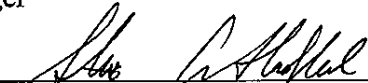
[Signature pages follow]

SIGNATURE PAGE  
FOR  
FIRST AMENDMENT TO OPERATION AND EASEMENT AGREEMENT  
BETWEEN  
TARGET CORPORATION  
AND  
WEINGARTEN MILLER EQUIWEST SALT LAKE LLC

IN WITNESS WHEREOF, the Parties have caused this FIRST AMENDMENT TO OPERATION AND EASEMENT AGREEMENT to be executed effective as of the day and year first above written.

WEINGARTEN MILLER EQUIWEST SALT LAKE LLC,  
a Colorado limited liability company

By: WEINGARTEN MILLER SALT LAKE LLC,  
a Colorado limited liability company,  
Its Manager

By:   
Steven A. Shoflick, Authorized Representative

STATE OF COLORADO            )  
  )ss.  
COUNTY OF ARAPAHOE        )

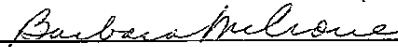
The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of January, 2011 by Steven A. Shoflick, as Authorized Representative of Weingarten Miller Salt Lake LLC, a Colorado limited liability company.

My commission expires: \_\_\_\_\_

Witness my hand and official seal.

**BARBARA McCORRIE  
NOTARY PUBLIC  
STATE OF COLORADO**  
My Commission Expires Nov 4, 2012

(SEAL)

  
Notary Public  
Address: 850 Englewood Parkway #200  
Englewood, CO 80110

SIGNATURE PAGE  
FOR  
FIRST AMENDMENT TO OPERATION AND EASEMENT AGREEMENT  
BETWEEN  
TARGET CORPORATION  
AND  
WEINGARTEN MILLER EQUIWEST SALT LAKE LLC

IN WITNESS WHEREOF, the Parties have caused this FIRST AMENDMENT TO OPERATION AND EASEMENT AGREEMENT to be executed effective as of the day and year first above written.

TARGET CORPORATION  
a Minnesota corporation,  
("Target")

By: \_\_\_\_\_  
*Victor Haar*

Name: \_\_\_\_\_

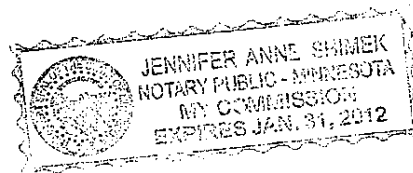
Title: \_\_\_\_\_  
*Director of Real Estate  
Target Corporation*

STATE OF MINNESOTA            )  
  )ss.  
COUNTY OF HENNEPIN         )

On this 26th day of January, 2011, before me, a Notary Public within and for said County, personally appeared Victor Haar to me personally known, being first by me duly sworn, did say that he is the Director of Real Estate of Target Corporation and that said instrument was signed on behalf of said corporation by authority of the Board of Directors and he acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
*Jennifer Anne Shimek*  
Notary Public

My commission expires: 31 Jan 2012



**CONSENT AND SUBORDINATION**  
**To**  
**First Amendment**  
**to**  
**Operation and Easement Agreement**

The undersigned is Lender under that certain Deed of Trust and Security Agreement recorded on March 27, 2008 the real property records of Salt Lake County, Utah under Reception No. 10383956, Book 9586, Pages 9033-9076, as amended (the "Deed of Trust") By executing this instrument, the undersigned hereby (i) consents to the execution, delivery and recordation of the First Amendment to Declaration of Operation and Easement Agreement to which this instrument is attached (the "OEA Amendment") and (ii) subordinates the lien of the Deed of Trust to the OEA Amendment.

Dated: January 14, 2011

WEINGARTEN REALTY INVESTORS, a Texas  
real estate investment Trust



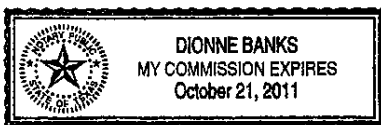
By: William M. Crook  
Name: William M. Crook  
          Vice President /  
Its: Associate General Counsel

STATE OF TEXAS            )  
  ) ss.  
COUNTY OF HARRIS        )

The foregoing instrument was acknowledged before me this 14th day of JANUARY, 2011, by William M. Crook, VP, as \_\_\_\_\_ of Weingarten Realty Investors, a Texas real estate investment trust.

WITNESS my hand and official seal.

My Commission expires: Dionne Banks



**EXHIBIT B-1**  
**LEGAL DESCRIPTION OF DEVELOPER TRACT**

Lots 2, 3, 5, 6, and 7, 300 West Town Center Subdivision, Salt Lake County, Utah according to the official plat thereof, recorded October 14, 2009, as Entry No. 10816796, in Book 9770 of Plats at Page 7326.

Tract Boundary (Also Parcel Boundary Where Tract Boundary And Parcel Boundary Are One And The Same)

Parcel Boundary

Unlimited Area Building Grouping

Building Area

Outside Sales Area

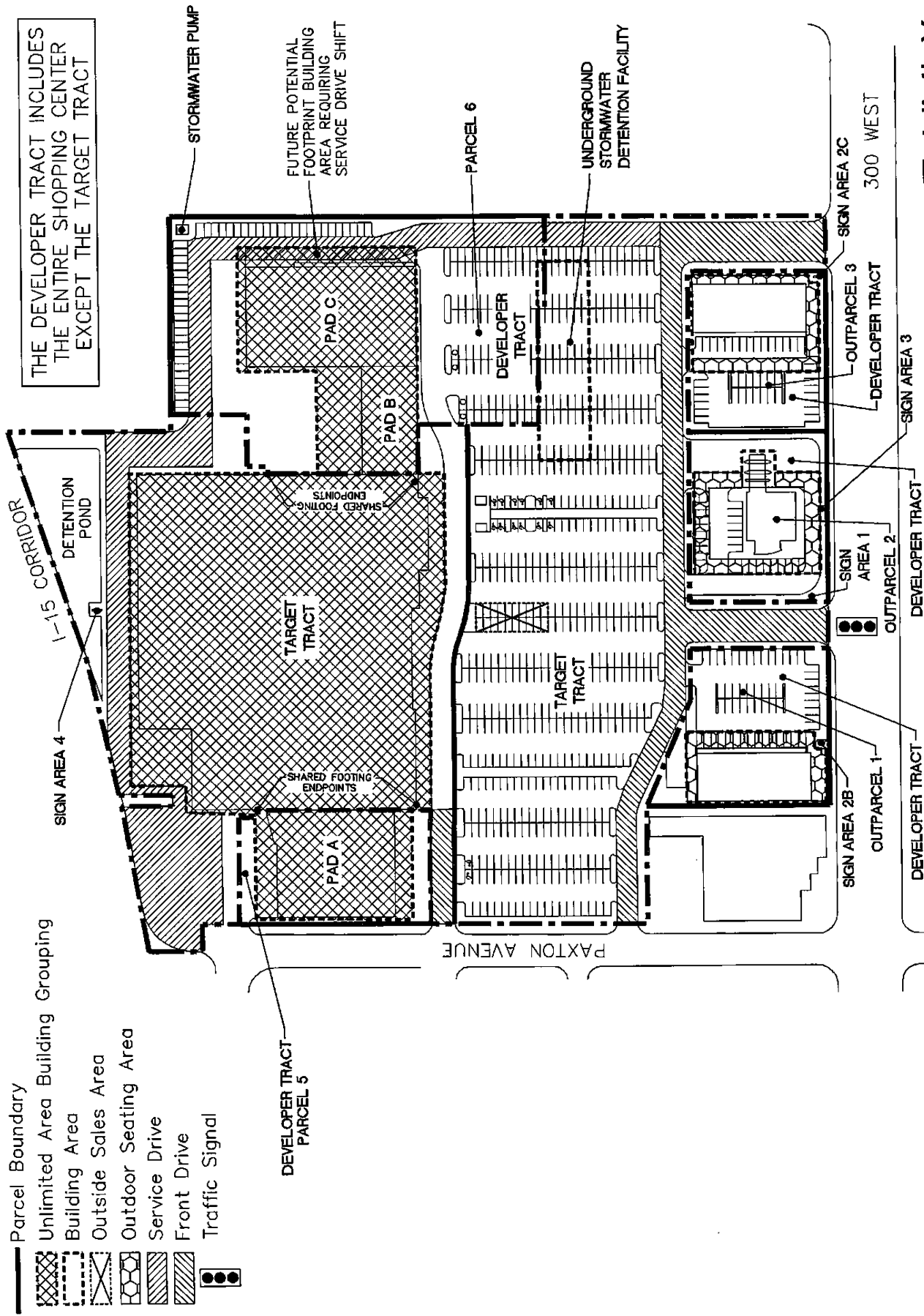
Outdoor Seating Area

Service Drive

Front Drive

Traffic Signal

THE DEVELOPER TRACT INCLUDES THE ENTIRE SHOPPING CENTER EXCEPT THE TARGET TRACT



Salt Lake City, Utah

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Exhibit X-1  
Site Plan  
Sheet 1 of 1