

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Target Corporation
Legal Department (LP)
1000 Nicollet Mall – Mail Stop TPS-3155
Minneapolis, MN 55403

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
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DEP eCASH REC'D FOR LANDMARK TITLE COMPANY

Tax Parcel No.s 02-161-0014, 0015, 0016, 0004, 0005, 0006, 0009 thru 0011
02-176-0202
02-221-0301, 0302

SIXTH AMENDMENT TO OPERATION AND EASEMENT AGREEMENT

THIS SIXTH AMENDMENT TO OPERATION AND EASEMENT AGREEMENT (this "Sixth Amendment") is made and entered into as of the 24 day of December, 2007 by and between TARGET CORPORATION, a Minnesota corporation formerly known as Dayton Hudson Corporation ("Target"), and HD DEVELOPMENT OF MARYLAND, INC., a Maryland corporation, successor-in-interest to HOME DEPOT U.S.A., INC., a Delaware corporation ("Home Depot").

RECITALS

A. Target entered into that certain Operation and Easement Agreement dated as of February 4, 1998 and recorded with the Davis County Recorder as Entry No. 1378982, Book 2235 at Page 1228 ("Original OEA"), which Original OEA has been amended and supplemented by that certain First Amendment to Operation and Easement Agreement dated as of March 22, 1999 and recorded with the Davis County Recorder as Entry No. 1498440, Book 2469, at Page 805 ("First Amendment"), by that certain Second Amendment to Operation and Easement Agreement dated April 7, 1999 and recorded with the Davis County Recorder as Entry No. 1504315, Book 2480 at Page 1308 ("Second Amendment"), by that certain Third Amendment to Operation and Easement Agreement dated January 25, 2001 and recorded with the Davis County Recorder as Entry No. 1635583, Book 2740 at Page 173 ("Third Amendment"), by that certain Fourth Amendment to Operation and Easement Agreement dated June 5, 2003, and recorded with the Davis County Recorder as Entry No. 1874287, Book 3306 beginning at Page 695 of the Official Records ("Fourth Amendment"), and by that certain Fifth Amendment to Operation and Easement Agreement dated January 9, 2006, and recorded with the Davis County Recorder as Entry No. 2155769 Book 4001, page 188 of the Official Records ("Fifth Amendment") (the Original OEA, as so amended and supplemented, herein called the OEA). The OEA governs the operation of a shopping center located in Centerville City, County of Davis, State of Utah (the "Shopping Center"), which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

B. Target is the current fee owner of the Target Tract, shown as Lot 6 on the Site Plan.

C. Home Depot is the current fee owner of Tract I, shown as Lot 202 on the Site Plan.

D. SDCKP, LLC, a Utah limited liability company, has succeeded to the interest of Target as the current fee owner of the portion of Tract II shown as Lots 301 and 302 on the attached Exhibit X-6. In connection therewith, the parties desire to evidence the subdivision of former Lots 8 and 201 into Lots 301 and 302, to modify the Site Plan with respect to said Lots 301 and 302, and to otherwise modify the OEA as set forth herein.

E. Target and Home Depot are the Approving Parties under the OEA and intend hereby to amend the OEA to modify the Site Plan and to otherwise amend the OEA upon and subject to the terms and conditions set forth below.

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

1. Site Plan. The Site Plan attached as Exhibit X-5 to the Fifth Amendment is hereby deleted in its entirety and replaced with the revised Site Plan attached hereto as Exhibit X-6. From and after the date hereof, all references in the OEA to the Site Plan or to Exhibit X, Exhibit X-1, Exhibit X-2, Exhibit X-3, Exhibit X-4 or Exhibit X-5 shall be deemed to refer to Exhibit X-6 attached hereto and incorporated herein by reference.

2. Parking. Section 3.2(E)(i) is hereby amended to add a new last sentence as follows:

“Notwithstanding the foregoing, but subject to any and all applicable governmental requirements and approvals, the minimum parking ratio for Lot 301 shall be four (4.0) parking spaces for each one thousand (1,000) square feet of Floor Area for such time as (and only for such time as) at least 80,000 square feet of Floor Area located on Lot 301 is occupied and operated for business with the public as a junior department store.”

3. Building Improvements. Section 3.3(E)(iii) is hereby amended to add a new last sentence as follows:

“Notwithstanding the foregoing, the height restriction on Lot 301 shall be 31 feet.”

4. Common Area. Section 4.2(D)(ii) is hereby modified to reallocate the Common Area Maintenance Costs and Administration Fee for Lot 201 and Lot 8, which have been replatted as Lots 301 and 302, as follows:

Lot 301	12.26%
Lot 302	5.71%

5. Uses.

a. Section 5.1(E)(iii) is hereby amended to add the following proviso to the end thereof:

“provided, however, that a junior department store and/or apparel store not exceeding 100,000 square feet of Floor Area shall be permitted on Lot 301.”

b. Section 5.1(B)(xii) is hereby amended and restated in its entirety as follows:

“(xii) Any veterinary hospital or animal raising or boarding facility; provided, however, this prohibition shall not be applicable to pet shops. Notwithstanding the foregoing exception, any veterinary or boarding services provided in connection with the operation of a pet shop shall only be incidental to such operation; the boarding of pets as a separate customer service shall be prohibited; all kennels, runs and pens shall be located inside the Building; the combined incidental veterinary and boarding facilities shall occupy no more than fifteen percent (15%) of the Floor Area of the pet shop; and no pet shop shall be located on any Tract adjacent to the Target Tract in a location that is less than eighty (80) feet from the Building Area located on the Target Tract.”

6. Occupant Signs.

a. Section 5.3(A)(i) is hereby deleted in its entirety and replaced with the following:

“(i) “Sign 1” shall be used to identify the name of the Shopping Center, and shall be used to identify one Occupant of the Target Tract (initially Target), one Occupant of Tract I (initially Home Depot USA) and six Occupants of Tract II (as initially determined by the owner of the Target Tract, one of which shall be an Occupant of at least 60,000 square feet of Floor Area on Lot 301, if there is any such Occupant, and one of which shall be an Occupant of at least 15,000 square feet of Floor Area on Lot 302, if there is any such Occupant, in the locations indicated for said Lots 301 and 302 on Exhibit B-1 attached hereto and incorporated herein by reference);”

b. Section 5.3(A)(iii) is hereby deleted in its entirety and replaced with the following:

“(iii) “Sign 3” shall be used to identify the name of the Shopping Center, and shall be used to identify one Occupant of the Target Tract (initially Target), one Occupant of Tract I (initially Home Depot USA) and six Occupants of Tract II (as initially determined by the owner of the Target Tract, one of which shall be an Occupant of at least 60,000 square feet of Floor Area on Lot 301, if there is any such Occupant, and one of which shall be an Occupant of at least 15,000 square feet of Floor Area on Lot 302, if there is any such Occupant, in the locations indicated for said Lots 301 and 302 on Exhibit B-2 attached hereto and incorporated herein by reference).”

7. Capitalization. Unless otherwise defined herein, capitalized terms used in this Sixth Amendment shall have the meaning set forth in the OEA.

8. Full Force and Effect. Except as expressly amended hereby, the OEA remains in full force and effect without amendment thereto.

9. Counterparts. This Sixth Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall be taken together to constitute one instrument, the signature pages of which may be attached to a single instrument and recorded in the official records of Davis County Recorder.

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EXHIBIT A

LEGAL DESCRIPTION OF SHOPPING CENTER

Real property located in Davis County, State of Utah, described as follows:

All of Lots 1 through 6, inclusive, and 9 through 11, inclusive, CENTERVILLE MARKETPLACE SUBDIVISION, according to the official plat thereof filed in Book 1867 of Plats, at Page 32 of Official Records of Davis County.

LESS AND EXCEPTING from Lot 1 the following described parcel conveyed to Centerville City, as Entry No. 1217919, in Book 1949, at page 1263 of Official Records and being described as follows:

Beginning at a point on the West line of said Lot 1, which lies North 00 deg. 05'23" West, a distance of 2376.02 feet along the Section line and North 89 deg. 54'27" East a distance of 1165.42 feet from the Southwest corner of said Section 7; thence North 00 deg. 06'15" West along the West line of said Lot 1, a distance of 13.23 feet; thence continuing along the Westerly line said Lot 1 along the arc of a curve to the right, through a central angle of 90 deg. 00'17" an arc distance of 39.27 feet, a radius of 25.00 feet and a chord bearing of North 44 deg. 53'54" East with a distance of 35.36 feet to the North line of said Lot 1; thence North 89 deg. 54'02" East along said North line, a distance of 88.09 feet; thence South 88 deg. 15'50" West, a distance of 78.14 feet; thence South 44 deg. 04'48" West a distance of 50.20 feet to the point of beginning.

Lot 202, CENTERVILLE MARKETPLACE SUBDIVISION PHASE 2, according to the official plat thereof filed in Book 2235 of Plats, at Page 350 of Official Records of Davis County, Utah.

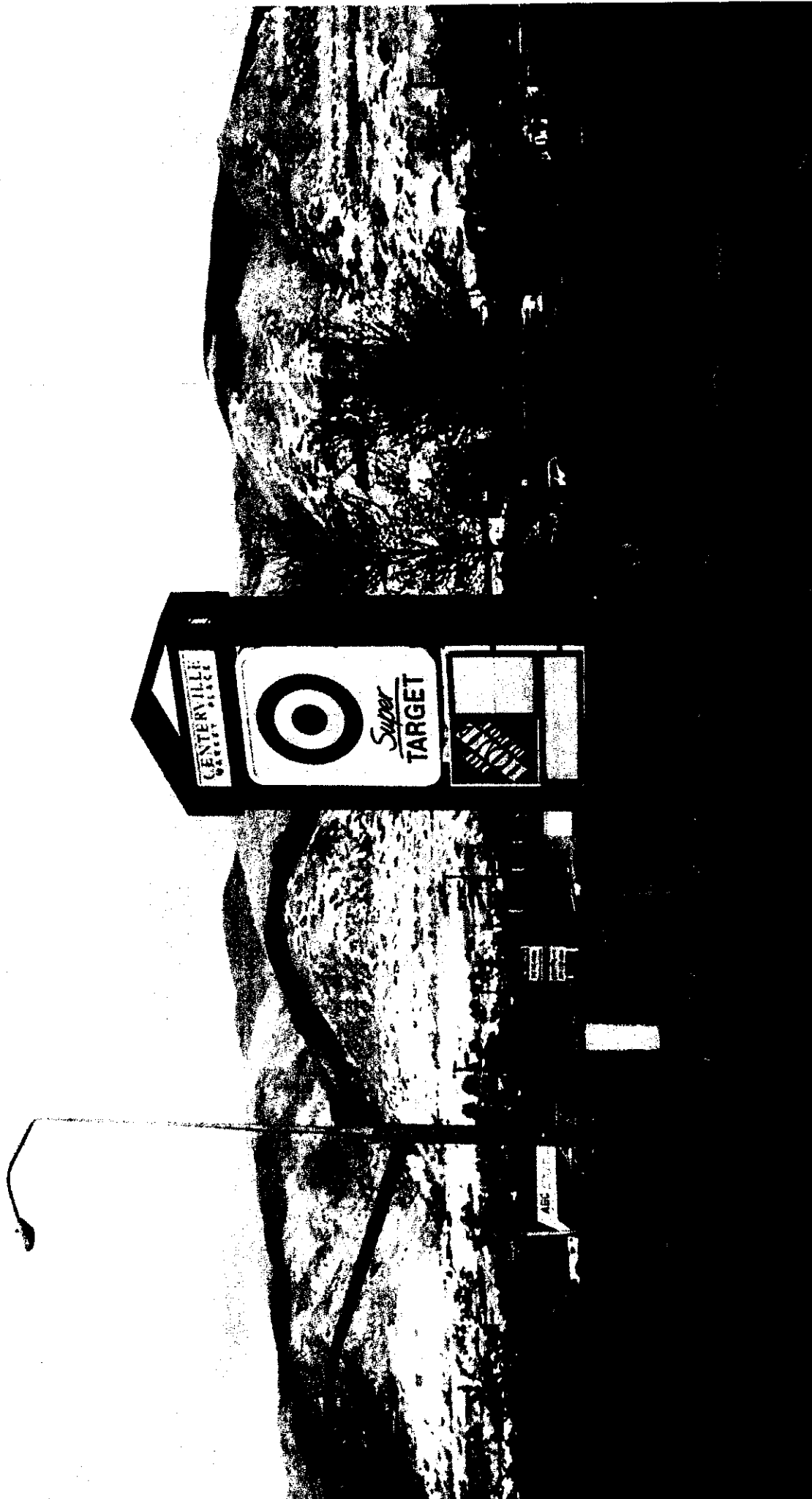
All of Lots 301 and 302, CENTERVILLE MARKETPLACE SUBDIVISION PHASE 3,*according to the official plat thereof. *AMENDED ~~filed in Book 3271 of Plats, at Page 238~~ of Official Records of Davis County.

scf

EXHIBIT B-1

Depiction of signage location for Lots 301 & 302 on Sign 1
(see attached)

SG



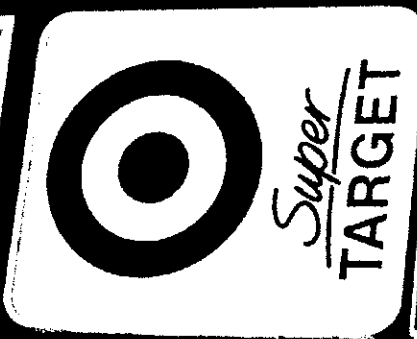
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EXHIBIT B-2

Depiction of signage location for Lots 301 & 302 on Sign 3
(see attached)

SCP

CENTERVILLE
MARKET PLACE



BIG 5 SPORTING GOODS



SCP

EXHIBIT X-6

SITE PLAN
(see attached)

SCP

