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REC'D FOR CDI-EVANS DEVELOPMENT INC

MODIFICATION OF MEMORANDUM OF  
SHOPPING CENTER SUBLEASE

5007 411-10

THIS MODIFICATION OF MEMORANDUM OF SHOPPING CENTER  
SUBLEASE ("Modification of Memorandum") is made as of the 31<sup>st</sup> day  
of October, 1991, between ALBERTSON'S, INC., a Delaware corporation  
("Tenant") and CDI-EVANS DEVELOPMENT COMPANY, a Utah limited  
partnership ("Landlord").

RECITALS:

A. Landlord and Tenant have entered into that certain  
Shopping Center Sublease dated as of August 5, 1982, First  
Amendment to Shopping Center Sublease dated November 3, 1982,  
Second Amendment to Shopping Center Sublease dated October 17,  
1983, Third Amendment to Shopping Center Sublease dated ~~August~~ <sup>October</sup> 31,  
1991, and Memorandum of Shopping Center Sublease dated November 3,  
1982, which Memorandum was recorded in the records of Davis County,  
Utah on January 19, 1983, as Entry No. 631192 in Book 928, Page  
271. The Shopping Center Sublease, First Amendment, Second  
Amendment, Third Amendment, and Memorandum are hereinafter referred  
to collectively as "Sublease". The Sublease governs the real  
property more particularly described in Schedule II hereto (the  
"Leased Premises") which Leased Premises are part of the shopping  
center more particularly described in Schedule I hereto ("Shopping  
Center").

B. Landlord has acquired, at its sole expense, a parcel of  
real property adjacent to the original Shopping Center, and now

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made a part thereof, to provide additional parking and additional "non-building" area for the customers of the Shopping Center.

C. Landlord and Tenant desire to amend the Site Plan found at Exhibit "A" to the Sublease to incorporate certain changes agreed to in the Third Amendment, which changes are to occur due to the expansion of the Kmart facility in the Shopping Center.

D. Landlord and Tenant desire to amend Tenant's share of Common Area maintenance costs.

AGREEMENTS:

NOW, THEREFORE, in consideration of the covenants contained herein, Landlord and Tenant agree as follows:

1. Exhibit "A" to the Sublease is hereby deleted in its entirety and replaced by the Exhibit "A" attached hereto and incorporated herein by this reference. From and after the effective date of this Modification of Memorandum, any reference in this Modification or Memorandum or in the Sublease to the "Site Plan" or to Exhibit "A" shall mean and refer to the Site Plan which is attached hereto as Exhibit "A". The "Building Area" and "Common Area" and the "Parking Space" and parking arrangements of the Shopping Center, as referred to in the Sublease, shall mean and include the Building Area, Common Area, Parking Space and arrangement designated in the Site Plan attached hereto as Exhibit "A".

2. Schedule 1 to the Sublease is hereby deleted in its entirety and replaced by the Schedule 1 attached hereto and incorporated herein by this reference.

3. Subparagraph 8.5 of Article 8 (Common Area maintenance) of the Sublease has been deleted in its entirety, and the following is substituted therefor:

8.5 Tenant's share of Common Area lighting, maintenance and insurance costs shall be forty three and sixteen hundredths percent (43.16%) of said costs. This percentage is based on the area of Tenant's building being 42,043 square feet and the area of all buildings required to participate in the payment of Common Area lighting, maintenance and insurance costs being 97,413 square feet (said figure includes 14,510 square feet attributable to the Kmart expansion). If the 97,413 figure is increased, the above percentage will be decreased accordingly.

The parties acknowledge and agree that notwithstanding Kmart's participation in Common Area lighting, maintenance and insurance costs, Kmart shall continue to maintain its parcel (including the expansion area) separately at its sole expense and, without limiting the foregoing, no costs relating to the Kmart parcel (including expansion area) including, without limitation, maintenance, insurance or lighting costs or improvement or development costs shall be included in any Common Area costs for which Tenant is liable.

4. Tenant shall not be responsible for any of the costs relating to the purchase, development or improvement of any of the additional property referred to in Recital B hereto, including, without limitation, landscaping, grading, paving and striping costs. Landlord shall complete the original improvements to the

additional property on or before December 31, 1991. The number of new parking spaces constructed on the additional property referred to herein shall not be reduced or put to another use without the consent of Tenant.

5. This Modification may be executed in any number of counterparts, each of which shall for all purposes be deemed an original and all of which together shall constitute but one and the same instrument, and shall become effective only upon execution of one or more of such counterparts by each of the parties hereto.

6. Except as amended herein, the Sublease shall remain unchanged and in full force and effect.

EXECUTED to be effective as of the day and year first above written.

CDI-EVANS DEVELOPMENT COMPANY,  
a Utah limited partnership,

By: CDI Ltd., a Utah limited  
partnership, General Partner

By:   
G. Walter Gasser

STATE OF UTAH )  
 ) :ss.  
COUNTY OF DAVIS )

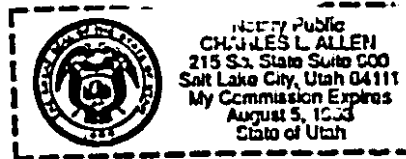
On this 20 day of <sup>Nov.</sup> ~~October~~, 1991, before me, the undersigned Notary Public in and for said State, personally appeared G. Walter Gasser known to me to be the General Partner of CDI Ltd., a limited partnership, which limited partnership is known to me to be the General Partner of CDI-EVANS DEVELOPMENT COMPANY, the limited partnership that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of such limited partnership, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of such limited partnership.

WITNESS MY HAND and official seal hereto affixed, the day and year in this certificate first above written.

\_\_\_\_\_  
My Commission Expires:

Charles L. Allen  
\_\_\_\_\_  
Notary Public

Residing at: \_\_\_\_\_



ALBERTSON'S, INC.  
a Delaware corporation

By: Thomas R. Saldin  
Senior Vice President  
*RS*

STATE OF IDAHO )  
                  ) :ss.  
COUNTY OF ADA )

On this 15<sup>th</sup> day of November, 1991, before me, the undersigned Notary Public in and for said State, personally appeared Thomas R. Saldin, known to me to be the Senior Vice President of ALBERTSON'S, INC., the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of such corporation and that the seal affixed is the corporate seal of such corporation.

WITNESS MY HAND and official seal hereto affixed, the day and year in this certificate first above written.

11/24/95  
My Commission Expires:

Jammy R. Justice  
Notary Public  
Residing at: Boise, Idaho

## SCHEDULE I

## ANTELOPE SQUARE SHOPPING CENTER

OVERALL DESCRIPTION  
(Excluding McDonalds and Davis County Bank)

A part of the Southwest Quarter of Section 7, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U. S. Survey:

Beginning at a point on the North right-of-way line of 2000 North Street (State Road No. 108) which is North 0°03'10" East 50.00 feet and South 89°47' West 502.16 feet from the South Quarter Corner of said Section 7 and running thence South 89°47' West 500.69 feet along said North line to the Easterly right-of-way line of U.S. Highway 91; thence North 36°47' West 564.04 feet along said Easterly line; thence North 53°13' East 98.00 feet; thence North 36°47' West 101.00 feet; thence South 53°13' West 98.00 feet; thence North 36°47' West 34.00 feet; 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 said Easterly right-of-way line; thence North 36°47' West 65.00 feet along said line; thence North 89°43'40" East 681.59 feet; thence North 0°03'10" East 23.00 feet; thence North 89°43'40" East 425.84 feet; thence South 0°03'10" West 24.33 feet to a point which is North 0°03'10" East 833.54 feet and South 89°45'20" West 480.32 feet from said South Quarter Corner of Section 7; thence South 89°45'20" West 21.84 feet; thence South 0°03'10" West 783.30 feet to the point of beginning.

Contains 13.848 Acres

Subject to Proposed 8 Foot Road Widening along South line of Property.

SCHEDULE II

ALBERTSON'S DEMISED PREMISES  
ANTELOPE SQUARE SHOPPING CENTER

City of Layton, Davis County, State of Utah  
Property Description

All of that certain real property situate in the City of Layton, County of Davis, State of Utah, more particularly described as follows:

Beginning at a point S 89°47' W, 790.83 feet, along the section line, and N 0°03'10" E, 503.19 feet from the South  $\frac{1}{4}$  corner of Section 7, T4N, R1W, SLB & M and running thence N 0°03'10" E, 200.50 feet; thence S 89°56'50" E, 240.34 feet; thence S 0°03'10" W, 200.50 feet; thence N 89°56'50" W, 240.34 feet to the point of beginning. Containing 48,188.17 sq. ft. or 1.1062 acres.



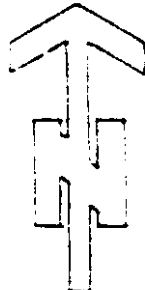
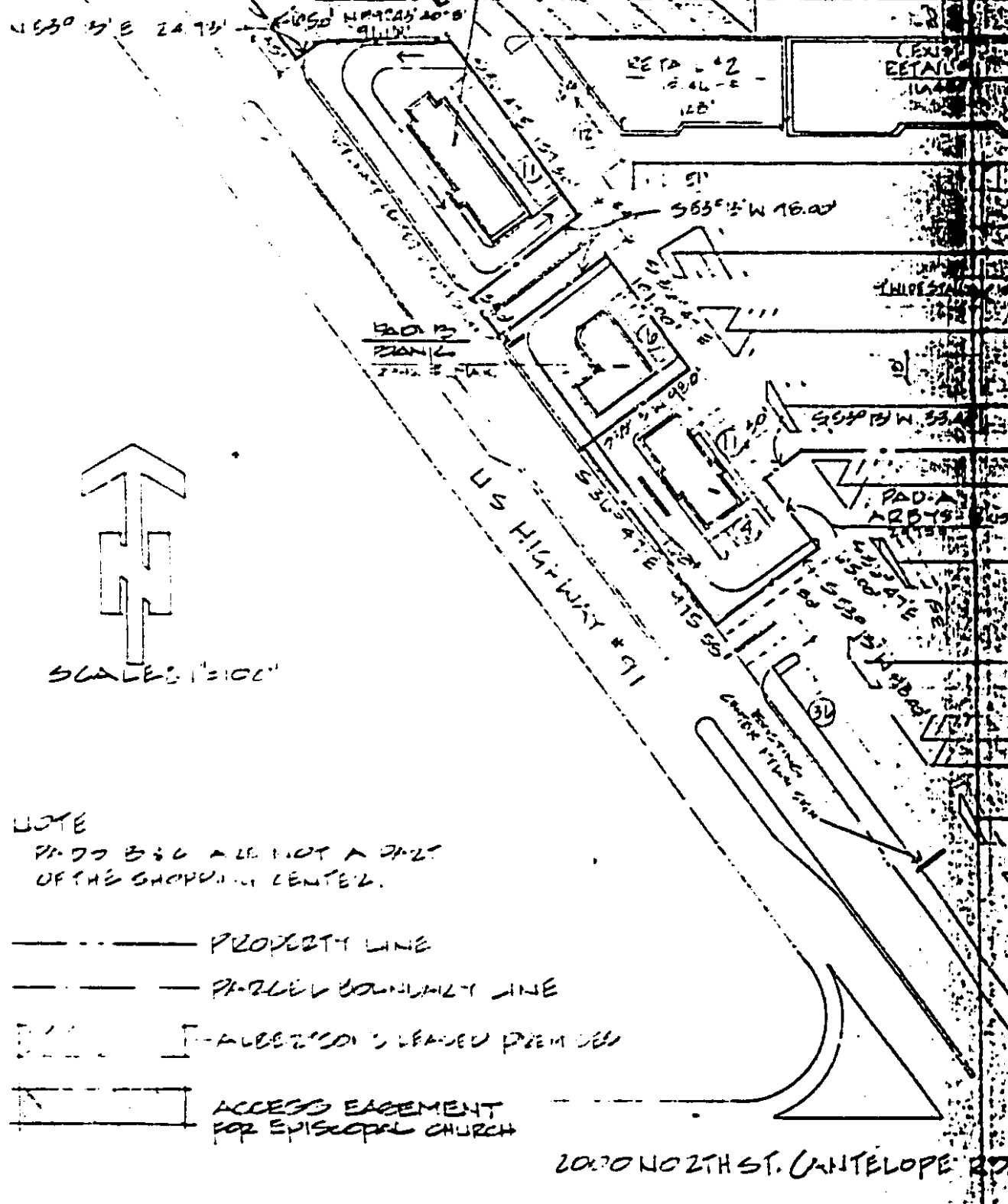
DEPT. OF EMPLOYMENT

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ACCESS EGMT  
FOR EPISCOPAL  
CHURCH

PAD. C  
McDONALD'S (EXISTING)  
3,300 sq

50' WIDE  
DRIVE



SCALE: 1"=100'

NOTE

PAD. B & C ARE NOT A PART  
OF THE SHOPPING CENTER.

- — — — — PROPERTY LINE
- - - - - PARCEL BOUNDARY LINE
- [ ] --- ALBERTSON'S LEASED PREMISES
- [ ] --- ACCESS EASEMENT  
FOR EPISCOPAL CHURCH

2000 NORTH ST. ANTELOPE

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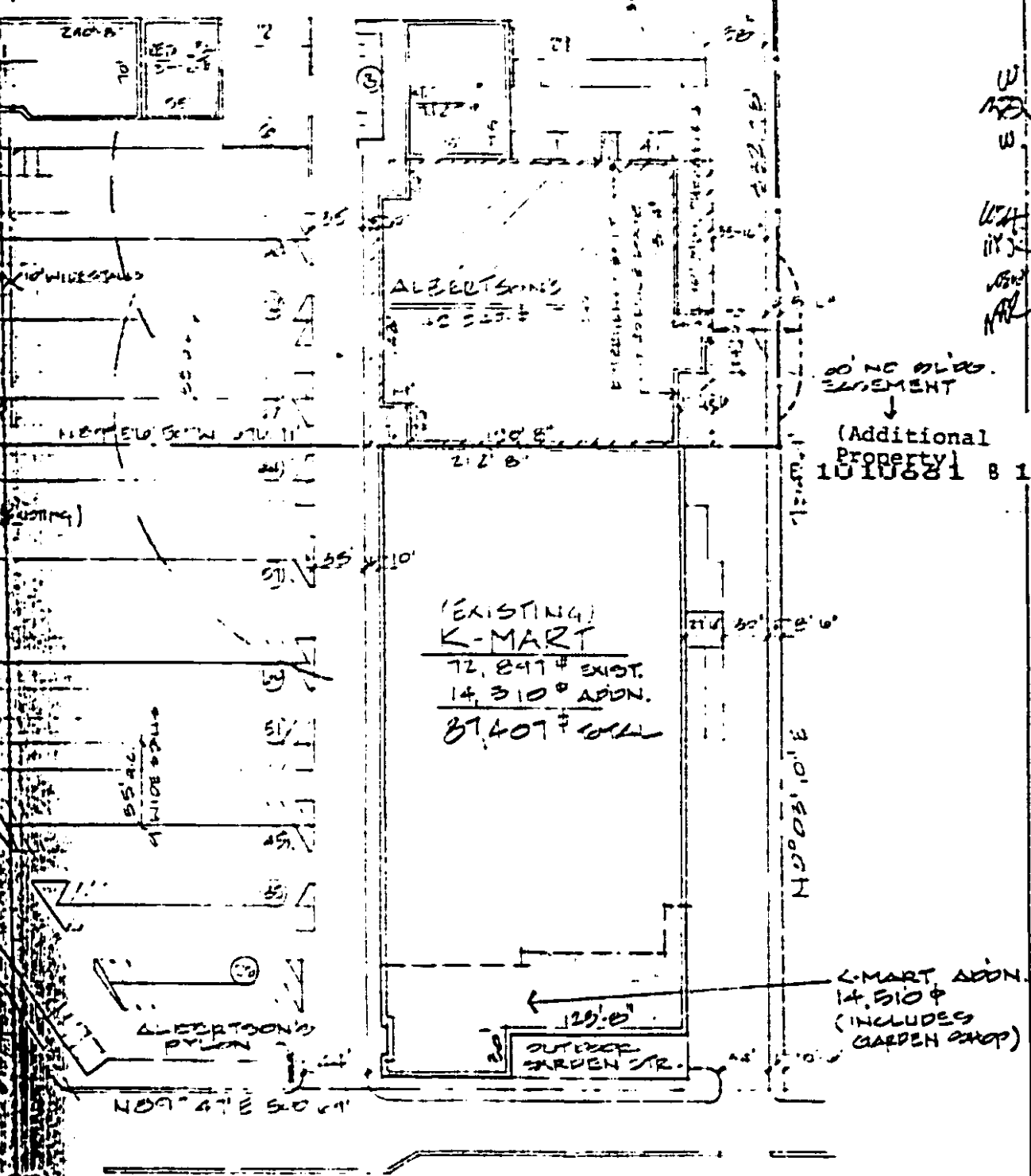
Additional Property

EPISCOPAL CHURCH PROPERTY

Additional Property

REVISIONS

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NO NO BLDG. EASEMENT  
 (Additional Property)  
 1010881 B 1569 P 1017

**SITE PLAN**



PROJECT  
 H.E.C.  
 US HWY 91  
 &  
 2000 N. ST.

K-MART ADDN.  
 14,310 sq ft  
 (INCLUDES GARDEN SHOP)

**EXHIBIT-A SITE PLAN**

GRAND TOTAL AREA	170,535 sq ft
NET AREA B+C	22,177 sq ft
TOTAL BUILDING AREA	170,732 sq ft
TOTAL UNPAVED	705 (1/23)
CALCULATED PERCENTAGE	118

LAYTON, UTAH  
 STORE NO. 355

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APPROVED	
OWNER	
DESIGNER	
CHECKER	
DATE	
PROJECT	
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Drawn By: S.B.H.  
 Checked By:  
 Date: 10-18-82  
 Sheet:  
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