

FIRST AMENDMENT TO COVENANTS FOR OPERATION,
MAINTENANCE AND RECIPROCAL EASEMENTS

THIS FIRST AMENDMENT TO COVENANTS FOR OPERATION, MAINTENANCE AND RECIPROCAL EASEMENTS made and entered into this 18th day of September, 1981, by and between ANGELO GASPARE, an individual ("Developer"), and SKAGGS PROPERTIES, INC., a Delaware corporation ("Skaggs"), collectively referred to herein as the "Parties";

WITNESSETH: SECURITY TITLE COMPANY 1000

THAT, WHEREAS the Parties entered into certain Covenants for Operation, Maintenance and Reciprocal Easements dated the 5th day of June, 1981 with respect to that certain real property located to the Southeast of the intersection of South Main and Fir Streets, Cedar City, County of Iron, State of Utah, and more fully described in said agreement; and

WHEREAS, the parties hereto now desire further to amend and modify said agreement as more particularly hereinafter set forth.

NOW, THEREFORE, in consideration of mutual covenants herein contained and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree that the said agreement noted above shall be and is hereby amended and modified as follows:

1. Article 9, "Construction of Shops on Parcel III", is hereby amended by deleting the last sentence of the first paragraph.
2. Except as expressly amended herein, all other terms, conditions and provisions of said Covenants for Operation, Maintenance and Reciprocal Easements dated the 5th day of June, 1981 are and shall remain in full force and effect.

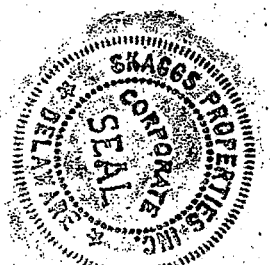
IN WITNESS WHEREOF, the Owners hereto have executed this First Amendment to Covenants for Operation, Maintenance and Reciprocal Easements the day and year first above mentioned.

ANGELO GASPARE,
an individual

Angelo Gaspare
"Developer"

SKAGGS PROPERTIES, INC.,
a Delaware corporation

By Ralph E. Davis
Ralph E. Davis, President
and Chief Executive Officer



ATTEST:
Joseph A. Dawson
Asst. Secretary

"Skaggs"
Approved as to form
ones, Waldo, Holbrook &
McDonough
JJ

Recorded at Security Title Co. of So. Utah
Request of _____

Date NOV 17 1981 Time 9 a.m.

Fee 6.00 Book 284 Page 113-115
By CORA J. HULET, IRON COUNTY RECORDER

Ret'd Ind'd Abst'd Proof

231361

Consent

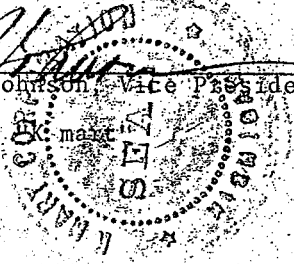
K mart Corporation, a Michigan corporation, hereby consents to the foregoing First Amendment to Covenants for Operation, Maintenance and Reciprocal Easements.

Dated this 3rd day of November, 1981.

APPROVE:
[Signature]

K MART CORPORATION
a Michigan Corporation

By [Signature]
J. P. Johnson, Vice President

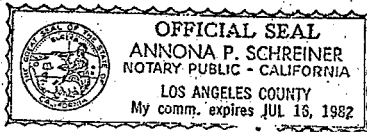


ATTEST:

[Signature]
C. E. Lotzar, Jr., Asst. Secty.

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On the 18th day of September, 1981, personally appeared before me Angelo Gaspare, the signer of the foregoing First Amendment to Covenants for Operation, Maintenance and Reciprocal Easements, who duly acknowledged to me that he executed the same for the purposes and consideration therein expressed.



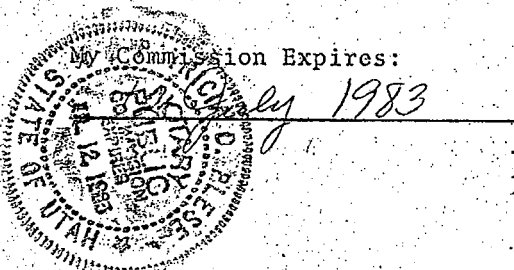
[Signature]
Annona P. Schreiner
Notary Public in and for
Los Angeles County, California

My Commission Expires:
July 16, 1982

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 9th day of October, 1981, personally appeared before me Ralph E. Davis and Joseph R. Bowman who being by me duly sworn did say, each for himself, that he, Ralph E. Davis, is the president and that he, Joseph R. Bowman is the Asst. secretary of Skaggs Properties, Inc., a Delaware corporation, and that the foregoing First Amendment to Covenants for Operation, Maintenance and Reciprocal Easements was signed in behalf of such corporation by authority of its by-laws and Ralph E. Davis and Joseph R. Bowman acknowledged to me that such corporation executed the same.

[Signature]
Notary Public, residing in
Salt Lake County, Utah



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