

**FIRST AMENDMENT TO OPERATION
AND EASEMENT AGREEMENT**

THIS FIRST AMENDMENT TO OPERATION AND EASEMENT AGREEMENT ("Amendment") is made by and between **RIVER RIDGE RETAIL COMPANY, L.L.C.**, a Delaware limited liability company ("Developer"), and **TARGET CORPORATION**, a Minnesota corporation ("Target") (formerly known as DAYTON HUDSON CORPORATION¹), as of the 22nd day of November, 2002.

RECITALS:

A. Developer and Target entered into that certain Operation and Easement Agreement dated September 8, 1999 which is recorded at Instrument No.1999-38041 in the Office of the Judge of Probate of Shelby County, Alabama, on September 10, 1999, as corrected by Scrivener's Affidavit recorded at Instrument No.2001-04-4979 in the Office of the Judge of Probate of Shelby County, Alabama, on April 2, 2001 ("OEA"), relating to certain premises known as the River Ridge Shopping Center located in Birmingham, Alabama and more particularly described in the OEA.

B. Exhibit E to the OEA, which was intended to set forth the legal description of the Permanent Access Drives, was inadvertently left blank when the OEA was recorded.

C. Developer desires to reconfigure the Building Area on Lot 3 of the Developer Tract as shown on the revised Site Plan attached hereto as Replacement Exhibit X and hereby made a part hereof.

D. Developer and Target desire hereby to amend the OEA to add the originally intended legal description of the Permanent Access Drives to Exhibit E, to replace the Site Plan to reflect the reconfiguration of the Building Area on Lot 3 of the Developer Tract, and to otherwise provide as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the OEA is hereby amended and supplemented as follows:

1. Exhibit E. In order to effectuate the original intent of the OEA with respect to Exhibit E, the blank Exhibit E attached to the OEA is hereby deleted in its entirety from the OEA and replaced by Exhibit E attached hereto and hereby made a part hereof. From and after the date hereof, all references in the OEA to Exhibit E shall be deemed to refer to Exhibit E attached hereto.

2. Site Plan. The Site Plan attached as Exhibit X to the OEA is hereby deleted in its entirety from the OEA and replaced by Replacement Exhibit X attached hereto and made a part

hereof. From and after the date hereof, all references in the OEA to the Site Plan or to Exhibit X shall be deemed to refer to Replacement Exhibit X attached hereto.

3. Notices. The notice address for Developer in Section 6.4 of the OEA is hereby revised as follows:

Developer. River Ridge Retail Company, L.L.C.
c/o Bayer Properties, Incorporated
~~2100 16th Avenue South, Suite 111~~ 2222 Arlington Avenue
~~Birmingham, Alabama 35205~~ Birmingham, Alabama 35205

4. Ratification. Except as expressly amended hereby, the OEA is hereby confirmed and ratified in all respects by each of the parties and remains in full force and effect without amendment thereto. If there is any conflict between the provisions of the OEA and this Amendment, the provisions of this Amendment shall control. Each of the parties hereto represents and warrants that it has the full capacity, right, power and authority to execute, deliver and perform this Amendment, and all required actions, consents and approvals therefor have been duly taken and obtained. Furthermore, Target represents and warrants that upon full execution of this Amendment, the OEA as amended by this Amendment shall be binding on all parties with any interest in the Target Tract, including the holder of any mortgagee's interest, and Developer represents and warrants that upon full execution of this Amendment, the OEA as amended by this Amendment shall be binding on all parties with any interest in the Developer Tract, including the holder of any mortgagee's interest.

5. No Third Party Beneficiary. The provisions of this Amendment and the OEA are for the exclusive benefit of the Parties and not for the benefit of any third person; this Amendment and the REA do not confer any rights, express or implied, upon any such third person; and there are no "third party beneficiaries" to this Amendment or the OEA.

6. Captions; Capitalized Terms. Except as otherwise expressly provided herein, capitalized terms used in this Amendment shall bear the same meanings assigned thereto in the OEA. The captions set forth herein are for convenience only and are not a part of this Amendment.

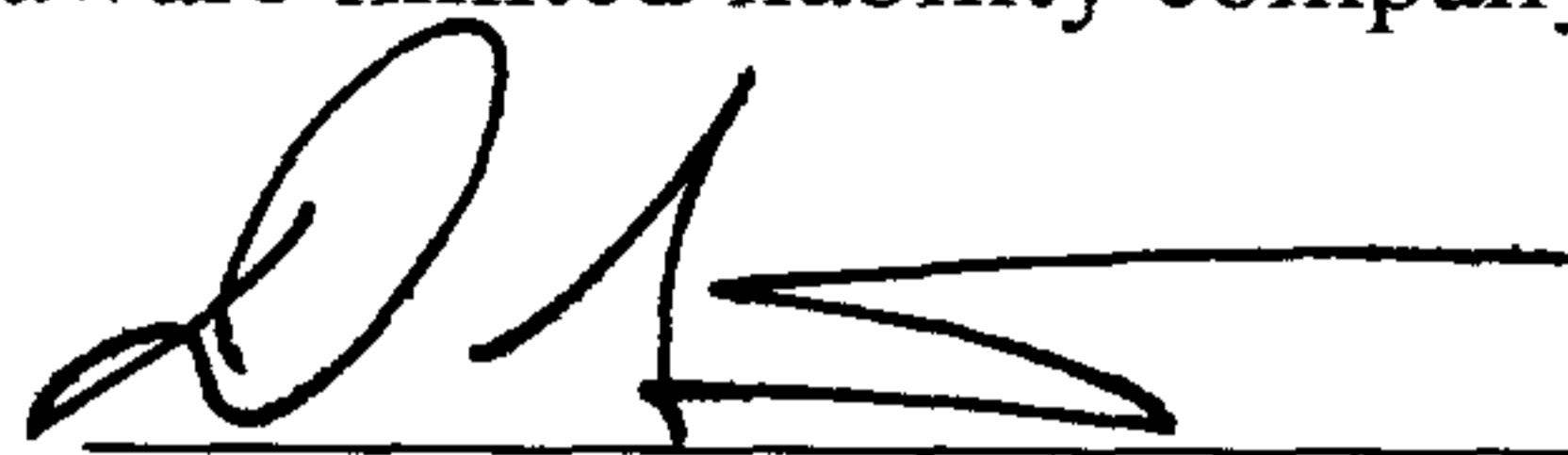
7. Counterparts. This Amendment may be executed in counterparts or with counterpart signature pages, all of which taken together shall constitute one integrated agreement.

[Rest of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, Developer and Target have executed this Amendment as of the date first set forth above.

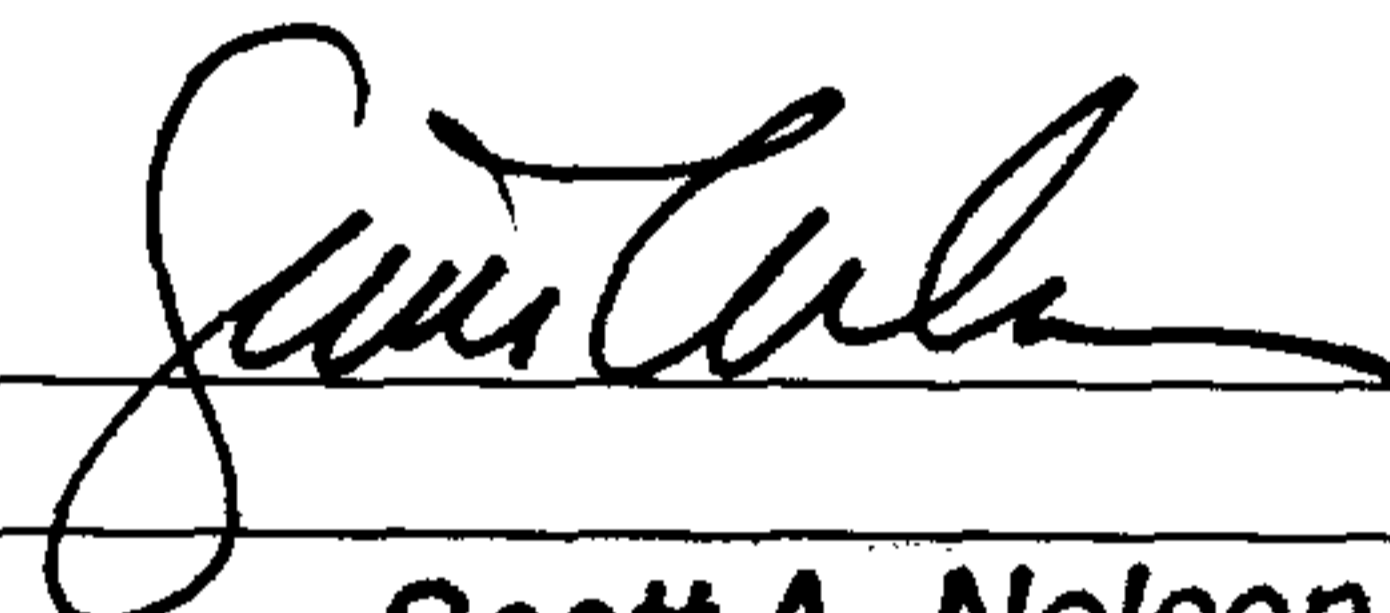
DEVELOPER:

RIVER RIDGE RETAIL COMPANY, L.L.C.,
a Delaware limited liability company

By: 
Name: **DAVID L. SILVERSTEIN**
Its: Authorized Agent

TARGET:

TARGET CORPORATION,
a Minnesota corporation

By: 
Name: _____
Its: **Scott A. Nelson**
Vice President
Target Stores

STATE OF ALABAMA)
) SS
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **DAVID L. SILVERSTEIN**, whose name as authorized agent of **RIVER RIDGE RETAIL COMPANY, L.L.C.**, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as such authorized agent and with full authority, executed the same voluntarily for and as the authorized agent of said limited liability company on the day the same bears date.

Given under my hand this the 22 day of November, 2002.

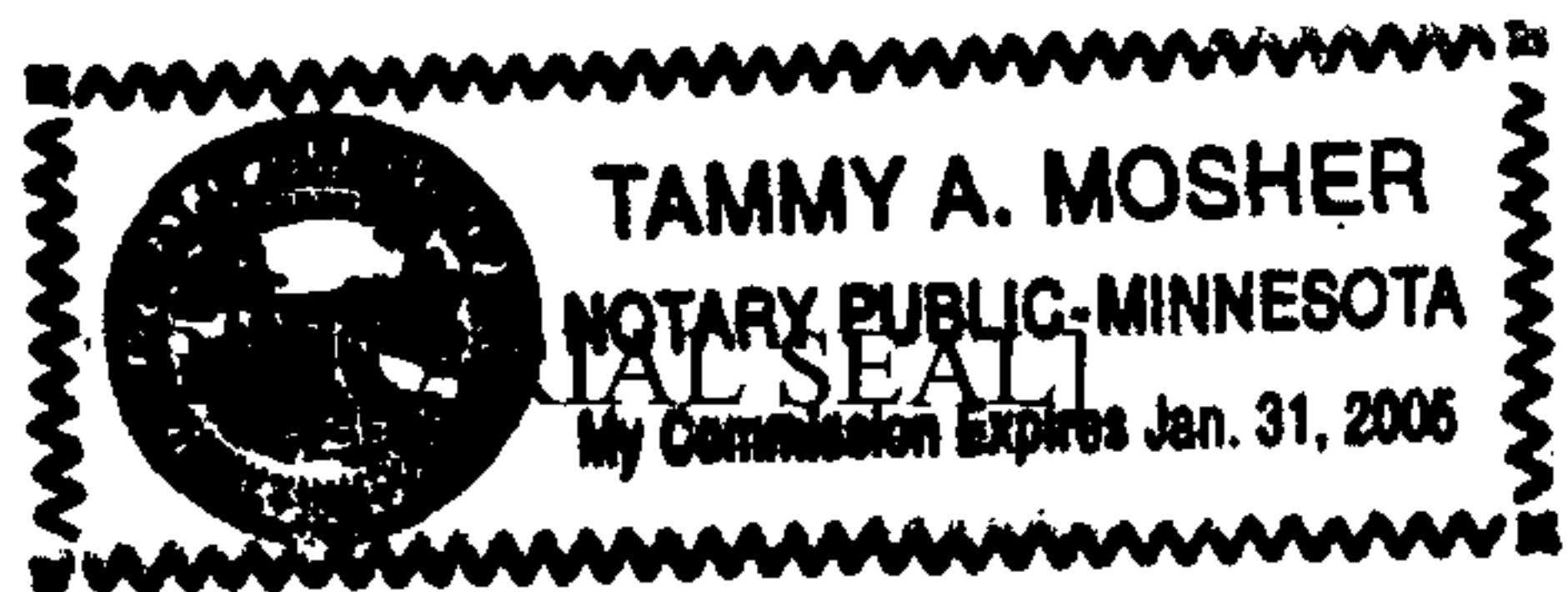
Sherril Thornton
Notary Public
My Commission Expires: 6-12-06

[NOTARIAL SEAL]

STATE OF MINNESOTA)
) SS
HENNEPIN COUNTY)

On this 19th day of November, 2002, before me, a Notary Public within and for said County, personally appeared Scott A. Nelson, Vice President – Target Stores, to me personally known, who, being first by me duly sworn, did say that he is an authorized signatory of **TARGET CORPORATION**, a Minnesota corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors and he acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand this the 19th day of November, 2002.



Tammy A. Mosher
Notary Public Tammy A. Mosher
My Commission Expires: January 31, 2005

EXHIBIT E
LEGAL DESCRIPTION OF PERMANENT ACCESS DRIVES

[Insert legal description.]

EXHIBIT E

RIVER RIDGE PLAZA
ACCESS DRIVE
LEGAL DESCRIPTION

A parcel of land to be used as a permanent access drive situated in the NE 1/4 of the NE 1/4 of Section 35, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a cross at the Northeasterly corner of Lot 3, River Ridge Plaza, as recorded in Map Book 26, Page 14 in the office of the Judge of Probate of Shelby County, Alabama, said point also being located on the Southwesterly Right-of-Way line of U.S. Highway 280; thence in a Northwesterly direction along said right-of-way line a distance of 62.77 feet to a point on said right-of-way line and a curve to the right having a radius of 40.00 feet and a central angle of 25°57'34"; thence 87°36'06" to the left (Angle Measured to Tangent) leaving said right-of-way line in a Southwesterly direction along the arc of said curve a distance of 18.12 feet to a P.C.C. (Point of Compound Curve) of a curve to the right having a radius of 120.00 feet and a central angle of 37°18'25"; thence along the arc of said curve in a Southwesterly and Westerly direction a distance of 78.14 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Westerly direction a distance of 29.07 feet to a point, said point being the P.C. (Point of Curve) of a curve to the right having a radius of 186.50 feet and a central angle of 41°56'42"; thence along the arc of said curve in a Westerly and Northwesterly direction a distance of 136.53 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Northwesterly direction a distance of 58.84 feet to a point, said point being the P.C. (Point of Curve) of a curve to the left having a radius of 85.00 feet and a central angle of 128°52'50"; thence along the arc of said curve in a Northwesterly, Westerly, Southwesterly and Southerly direction a distance of 191.20 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Southerly direction a distance of 102.05 feet to a point, said point being the P.C. (Point of Curve) of a curve to the right having a radius of 336.50 feet and a central angle of 66°07'40"; thence in a Southwesterly direction along the arc of said curve a distance of 388.37 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 58.59 feet to a P.C. (Point of Curve) of a curve to the left having a radius of 213.50 feet and a central angle of 2°25'10"; thence along the arc of said curve in a Southwesterly direction a distance of 9.02 feet to a P.R.C. (Point of Reverse Curve) of a curve to the right having a radius of 25.00 feet and a central angle of 80°19'17"; thence along the arc of said curve in a Southwesterly, Westerly and Northwesterly direction a distance of 35.05 feet to a P.R.C. (Point of Reverse Curve) of a curve to the left having a radius of 113.50 feet and a central angle of 57°42'37"; thence along the arc of said curve in a Northwesterly direction a distance of 114.32 feet to a point, said point being on the Easterly Right-of-Way line of Riverview Parkway and also on a curve to the right having a radius of 200.00 feet and a central angle of 7°44'35"; thence 95°05'50" to the left (Angle Measured to Tangents) along the arc of said curve and said right-of-way line in a Southerly direction a distance of 27.03 feet to a point, said point being on a curve to the right having a radius of 86.50 feet and a central angle of 50°08'31"; thence 92°15'48" to the left (Angle Measured to Tangents) leaving said right-of-way line in a Southeasterly direction and along the arc of said curve a distance of 75.70 feet to a P.T. (Point of Tangent) of said curve; thence tangent to

said curve in a Southeasterly direction a distance of 7.13 feet to a P.C. (Point of Curve) of a curve to the right having a radius of 25.00 feet and a central angle of $87^{\circ}32'38''$; thence along the arc of said curve in a Southeasterly, Southerly, and Southwesterly direction a distance of 38.20 feet to a P.R.C. (Point of Reverse Curve) of a curve to the left having a radius of 873.37 feet and a central angle of $6^{\circ}08'37''$; thence along the arc of said curve in a Southwesterly direction a distance of 93.65 feet to a P.C.C. (Point of Compound Curve) of a curve to the left having a radius of 132.00 feet and a central angle of $38^{\circ}44'07''$; thence along the arc of said curve in a Southwesterly direction a distance of 89.24 feet to a point, said point being on the common property line of Lot 3 and Lot 4 of the aforementioned River Ridge Plaza; thence $50^{\circ}13'03''$ to the left (angle measured to tangent) in a Southeasterly direction along said property line a distance of 39.06 feet to a point, said point being on a curve to the right having a radius of 105.00 feet and a central angle of $50^{\circ}30'23''$; thence $143^{\circ}33'13''$ to the left (angle measured to tangent), leaving said property line in a Northwesterly, Northerly, and Northeasterly direction along the arc of said curve a distance of 96.22 feet to a P.C.C. (Point of Compound Curve) of a curve to the right having a radius of 846.37 feet and a central angle of $5^{\circ}50'17''$; thence along the arc of said curve in a Northeasterly direction a distance of 86.24 feet to a P.C.C. (Point of Compound Curve) of a curve to the right having a radius of 186.50 feet and a central angle of $22^{\circ}02'58''$; thence along the arc of said curve in a Northeasterly direction a distance of 71.77 feet to a P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Northeasterly direction a distance of 60.95 feet to a P.C. (Point of Curve) of a curve to the left having a radius of 375.00 feet and a central angle of $66^{\circ}07'40''$; thence along the arc of said curve in a Northeasterly and Northerly direction a distance of 432.80 feet to a P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Northerly direction a distance of 39.81 feet to a P.C. (Point of Curve) of a curve to the left having a radius of 230.00 feet and a central angle of $8^{\circ}01'50''$; thence along the arc of said curve in a Northerly direction a distance of 32.24 feet to a P.R.C. (Point of Reverse Curve) of a curve to the right having a radius of 60.50 feet and a central angle of $136^{\circ}54'40''$; thence along the arc of said curve in a Northerly, Northeasterly, Easterly, and Southeasterly direction a distance of 144.57 feet to a P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Southeasterly direction a distance of 59.06 feet to a P.C. (Point of Curve) of a curve to the left having a radius of 225.50 feet and a central angle of $41^{\circ}56'42''$; thence along the arc of said curve in a Southeasterly and Easterly direction a distance of 165.08 feet to a P.T. (Point of Tangent) of said curve; thence tangent to said curve in an Easterly direction a distance of 39.39 feet to a P.C. (Point of Curve) of a curve to the left having a radius of 150.00 feet and a central angle of $48^{\circ}57'27''$; thence along the arc of said curve in an Easterly and Northeasterly direction a distance of 128.17 feet to the Point of Beginning of this parcel.

REPLACEMENT EXHIBIT "X"

(See Attached)

A-1

517.80 Rec.
57.52 Meas.

134° 09' 33" Rec.
134° 09' 11" Meas.

LOT 6
17.49 AC

373.88'

89° 58' 58"

778.47'

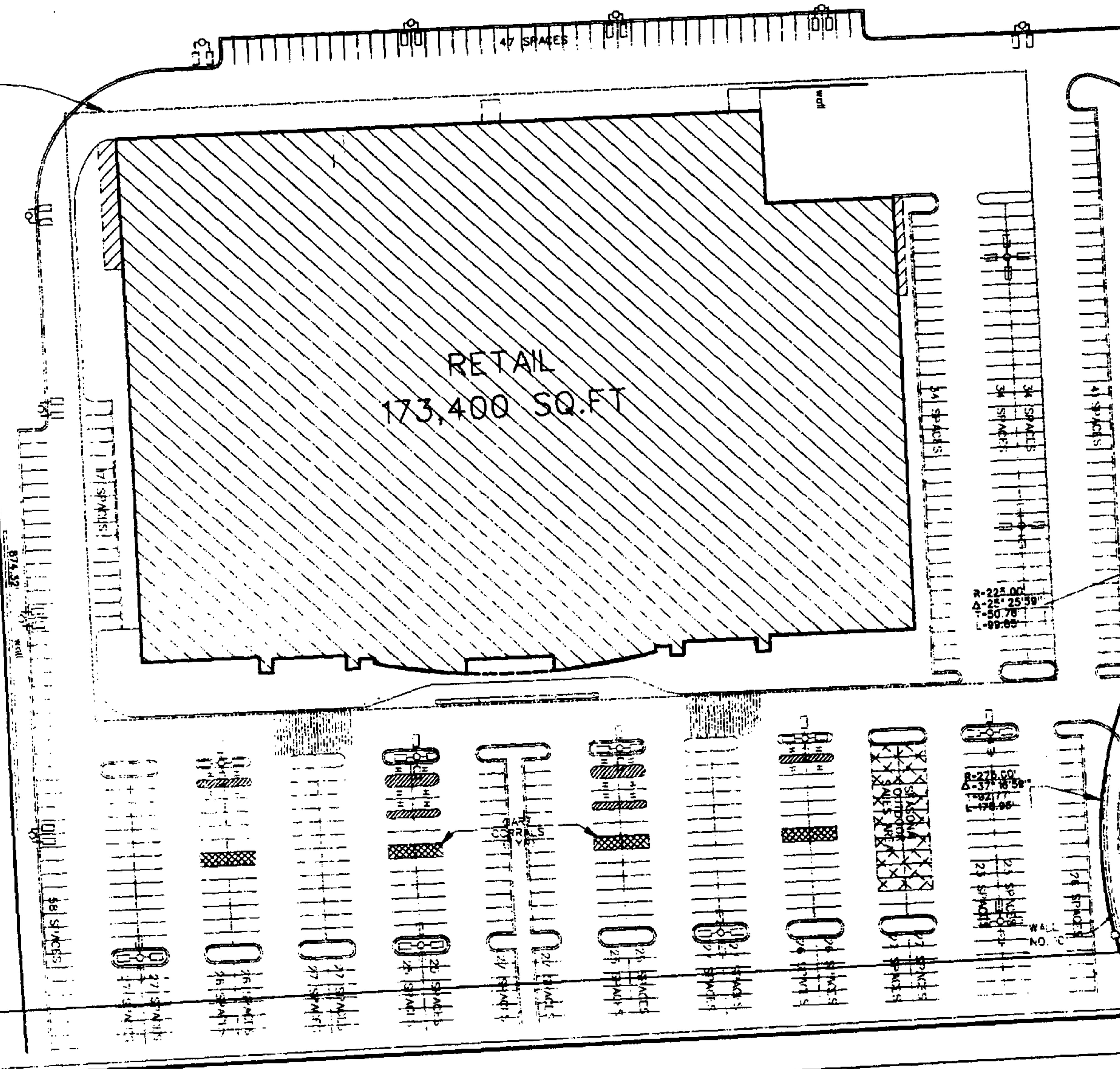
828.47'

PERMISSIBLE
BUILDING AREAS

RETAIL
173,400 SQ.FT

R-225.00'
Δ-25° 25' 59"
L-50.78'
L-99.05'

R-275.00'
Δ-37° 45' 59"
L-72.96'
L-128.96'



A-2-

LOT AREAS	BUILD
LOT 1 2.66 ACRES	9.4
LOT 2 1.54 ACRES	11.0
LOT 3 21.23 ACRES	174.2
LOT 4 16.24 ACRES	173.4
LOT 5 2.62 ACRES	UNDEVI
LOT 6 17.49 ACRES	UNDEVI

LOT 6
17.49 AC

178.83' Rec.
175.30' Rec.

Public Easement for
ingress and egress

50'R

826.47'

R=419.25'
Δ=27° 08' 30"
T=101.08'
L=186.37'

LOT 5
2.62 AC

50.59' 03" Meas.
51° 54' 15" Rec.

Drainage
Easement
RETENTION
POND

R=225.00'
Δ=25° 25' 59"
T=50.78'
L=99.86'

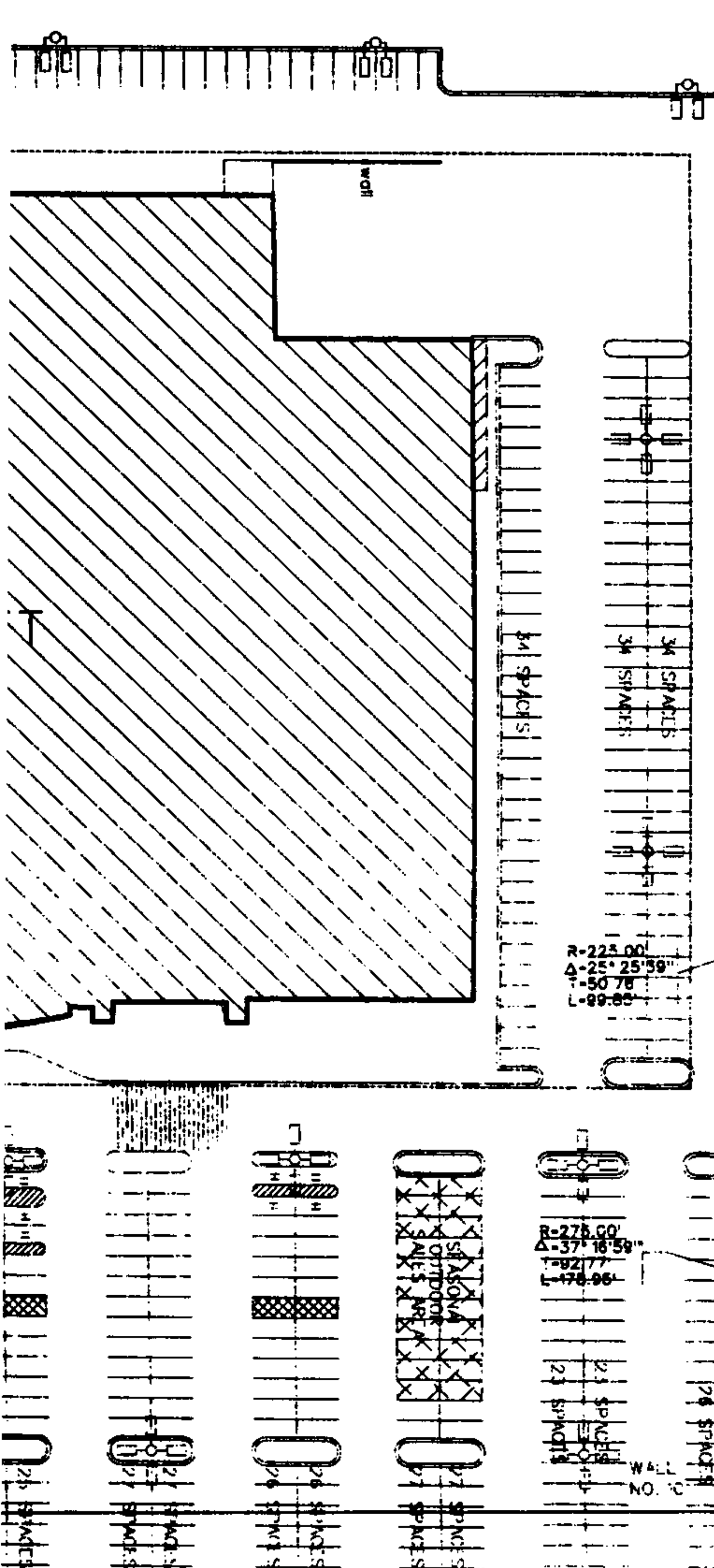
R=275.00'
Δ=25° 25' 39"
T=62.04'
L=122.04'

R=225.00'
Δ=28° 44' 54"
T=59.78'
L=116.82'

112° 24' 43" Meas.
112° 30' Rec.
50.78' Meas.
51.05' Rec.

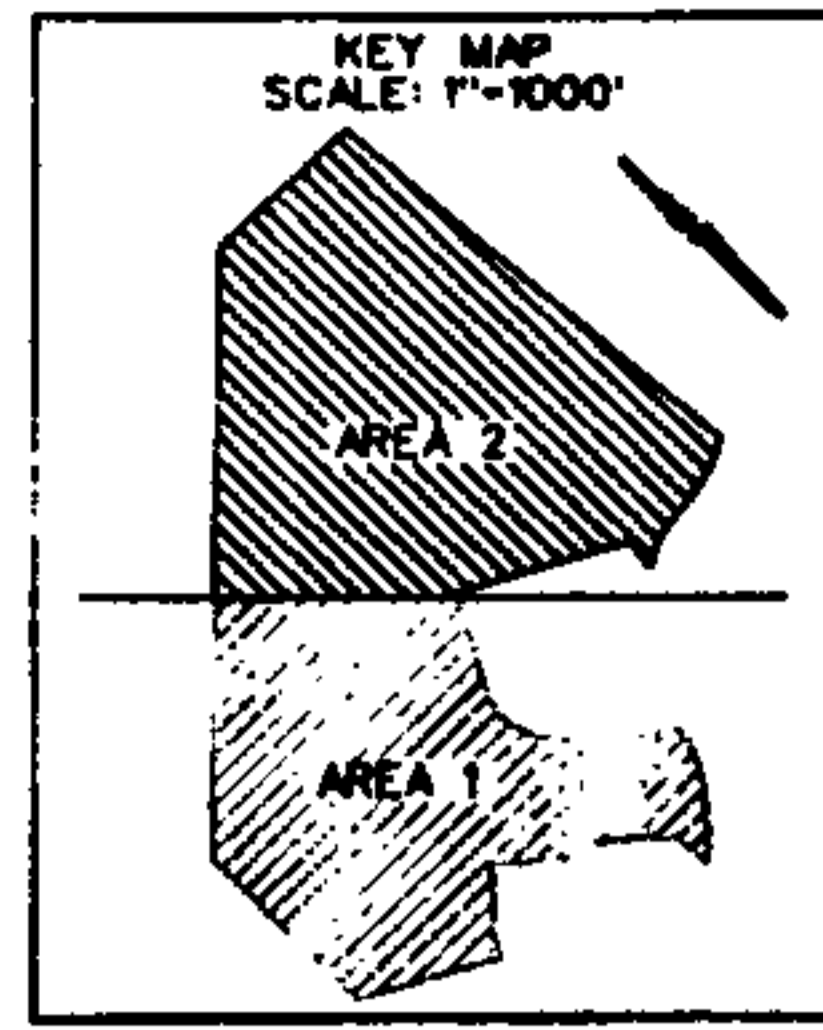
MATCH LINE AREA 2
MATCH LINE AREA 1

REPLACEMENT
LANDS
JWICK
RIVERVIEW



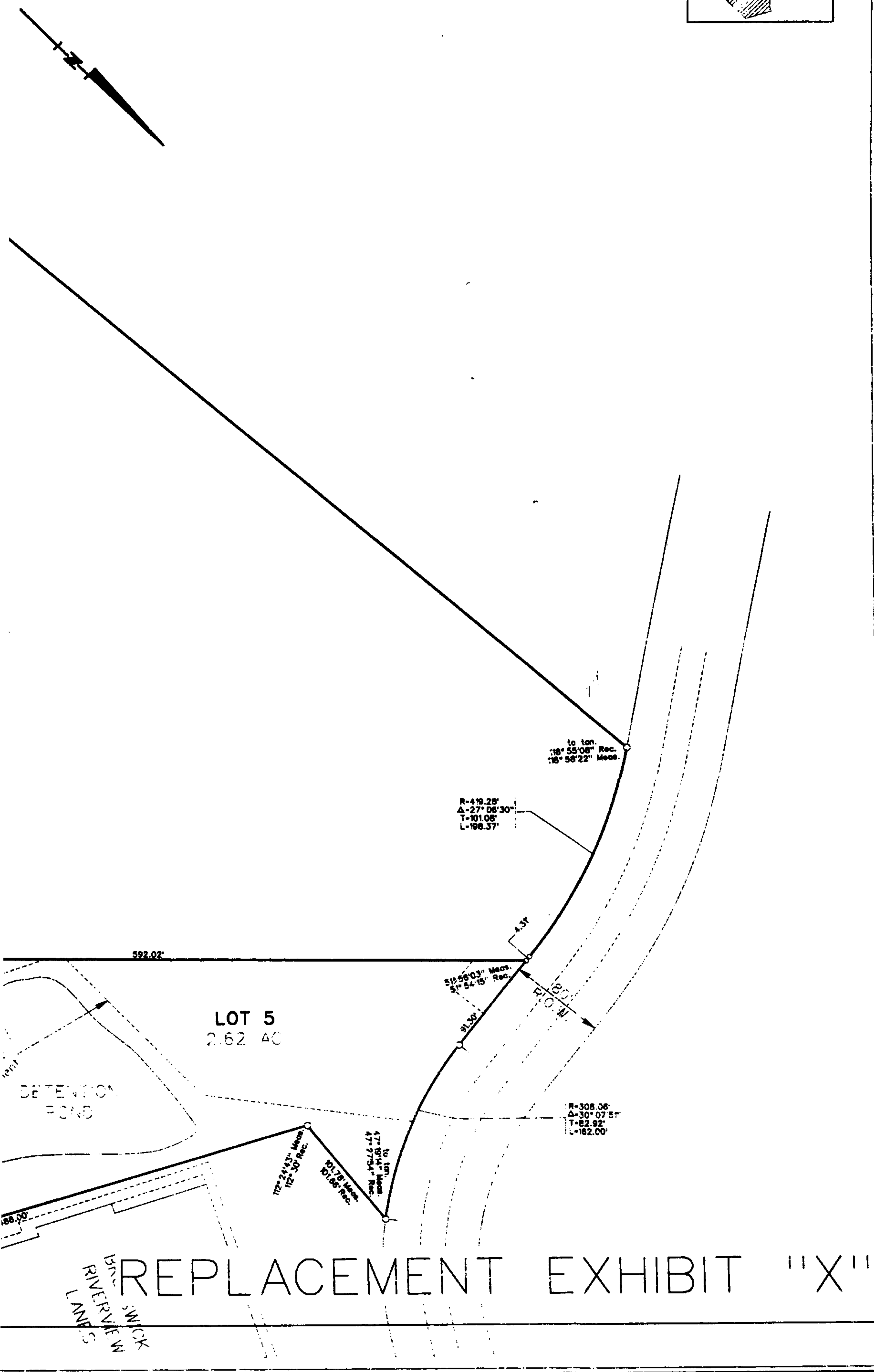
A-3

LOT AREAS		BUILDING AREA	PARKING SPACES	PARKING RATIO
LOT 1	2.66 ACRES	9,400 SQ. FT.	52 SPACES	5.5/1000
LOT 2	1.54 ACRES	11,000 SQ. FT.	65 SPACES	5.9/1000
LOT 3	21.23 ACRES	174,251 SQ. FT.	934 SPACES	5.4/1000
LOT 4	16.24 ACRES	173,400 SQ. FT.	868 SPACES	5.0/1000
LOT 5	2.62 ACRES	UNDEVELOPED		
LOT 6	17.49 ACRES	UNDEVELOPED		



REVISIONS
11/15/02: INFORMATION MATRIX

WALTER SCHOEL ENGINEERING COMPANY, INC.
CONSULTING ENGINEERS
 1001 2ND STREET SOUTH
 BIRMINGHAM, ALABAMA 35205
 (205) 323-0166



DATE		SCALE	SITE PLAN - AREA 2	
July 2, 2002	1"=50'	RIVER RIDGE PLAZA		
SHEET NO.	DRAWN BY	BAYER PROPERTIES		
EX2	TK	BIRMINGHAM, ALABAMA		
OF	CHECKED			
2	DMC			
	FILE NAME			
	ep-ex2rplc			

A1

Acreege

TARGET TRACT
LOT 4
16.24 AC

PERMISSIBLE BUILDING AREAS

RETAIL
23,942
SQ. FT.

RETAIL
35,000
SQ. FT.

RETAIL
45,504
SQ. FT.

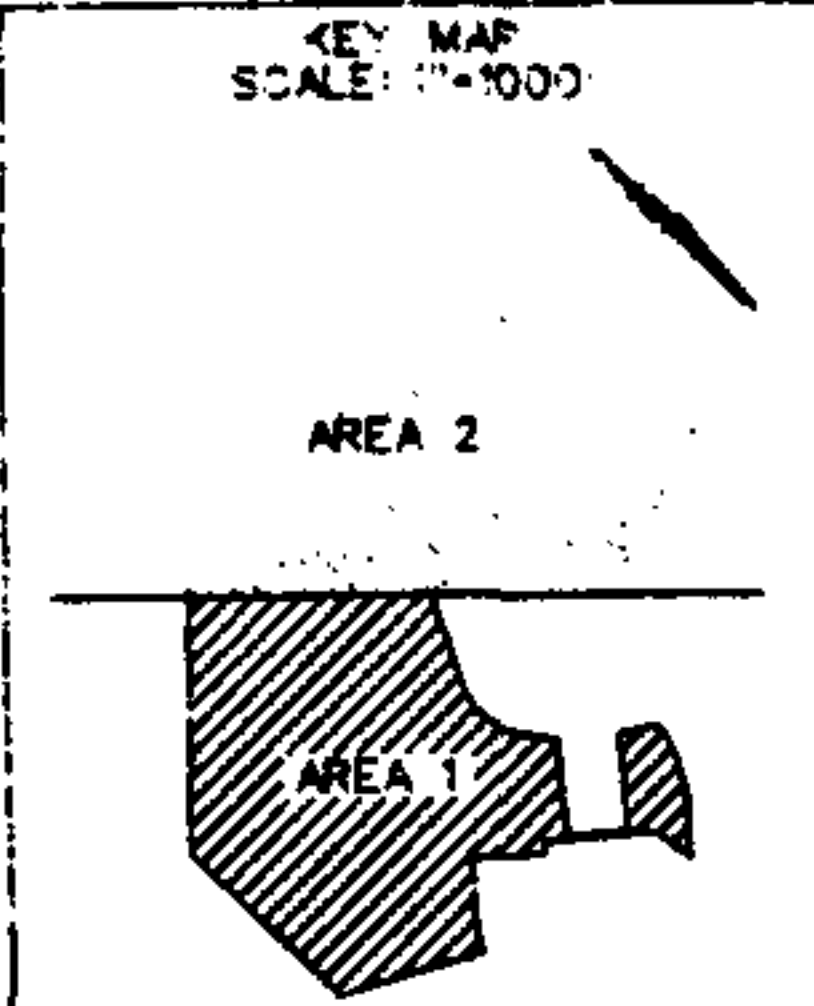
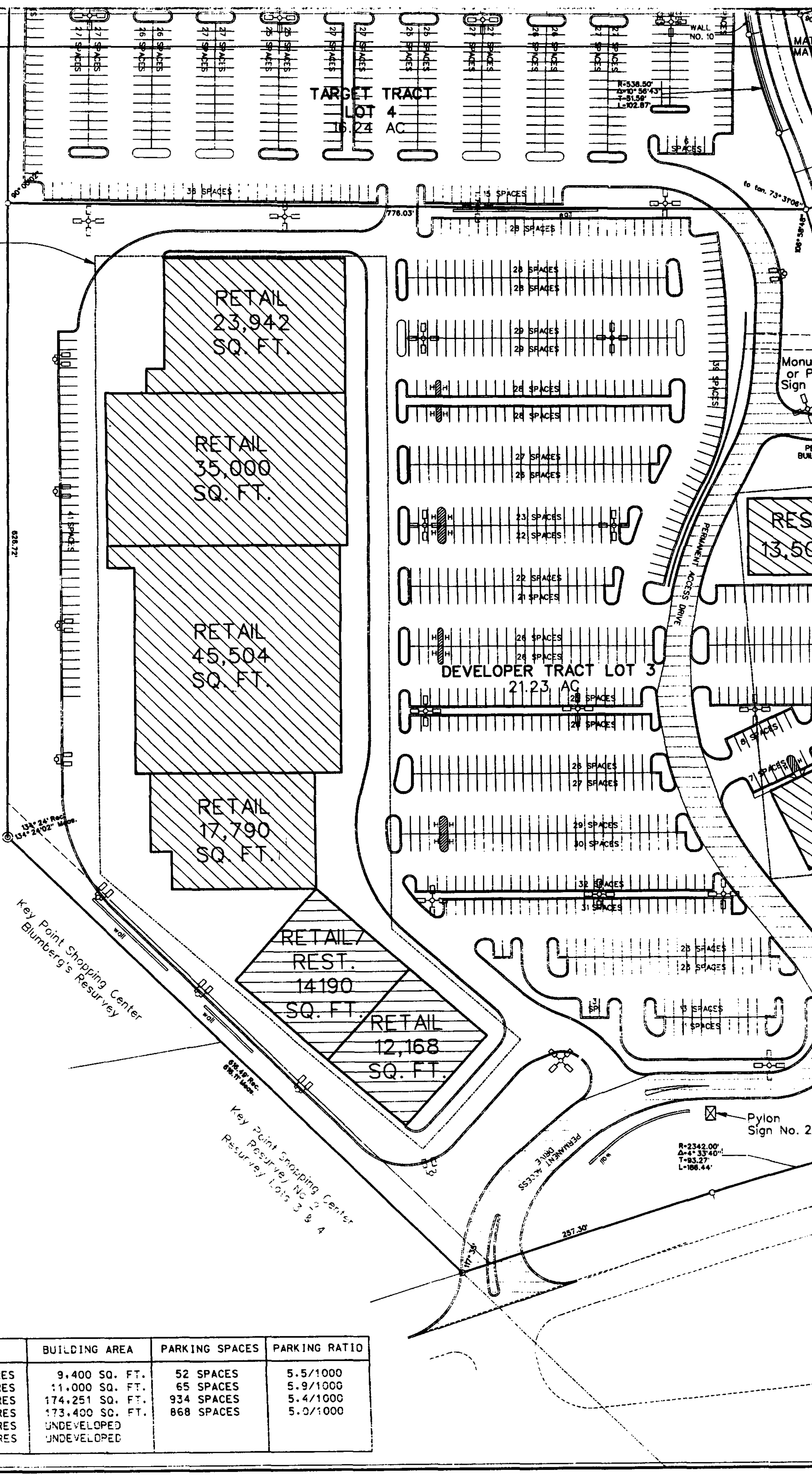
RETAIL
17,790
SQ. FT.

RETAIL/
REST.
14,190
SQ. FT.

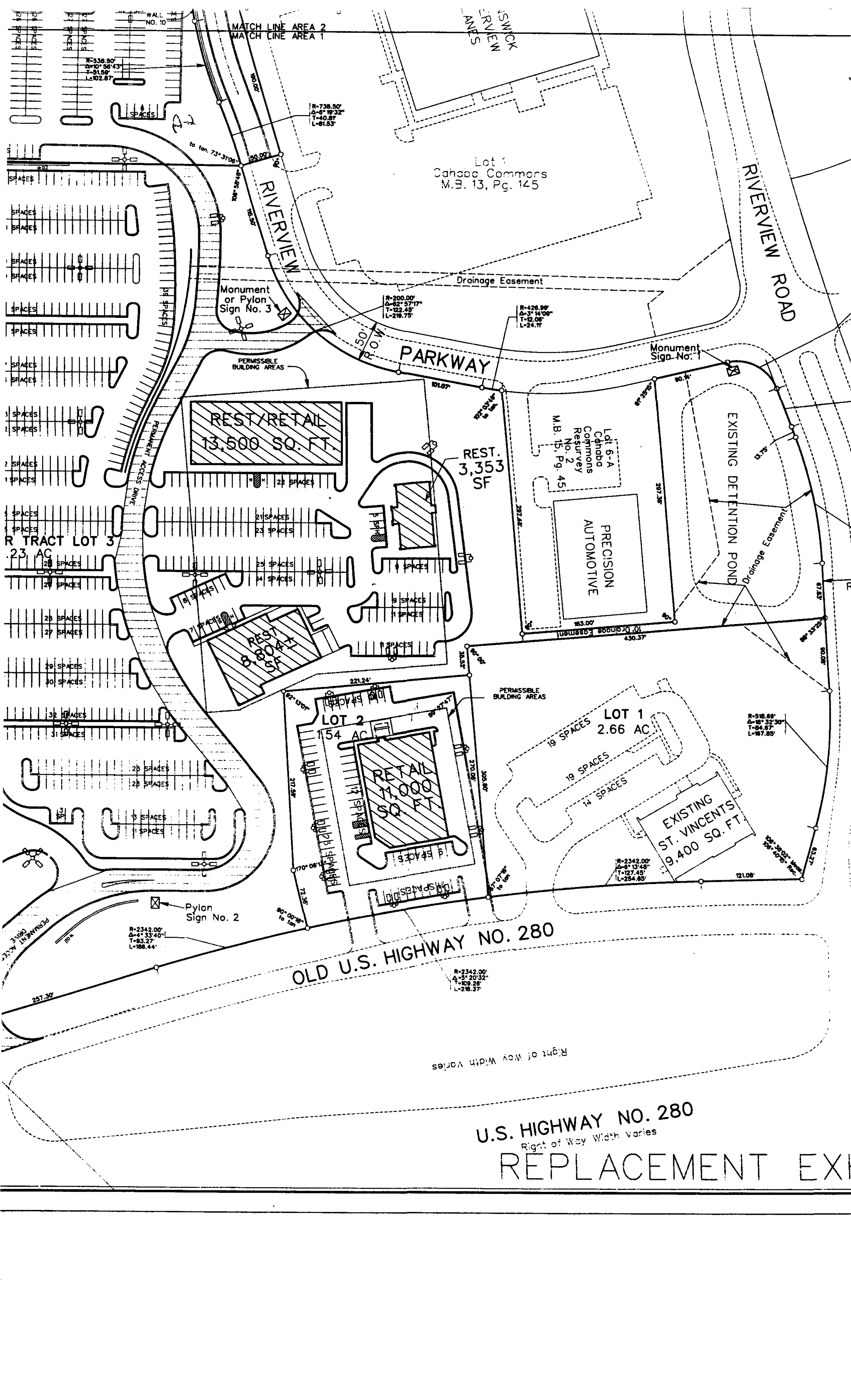
RETAIL
12,168
SQ. FT.

DEVELOPER TRACT LOT 3
21.23 AC

RES
13,500



LOT AREAS	BUILDING AREA	PARKING SPACES	PARKING RATIO
LOT 1 2.66 ACRES	9,400 SQ. FT.	52 SPACES	5.5/1000
LOT 2 1.54 ACRES	11,000 SQ. FT.	65 SPACES	5.9/1000
LGT 3 21.23 ACRES	174,251 SQ. FT.	934 SPACES	5.4/1000
LGT 4 16.24 ACRES	173,400 SQ. FT.	868 SPACES	5.0/1000
LOT 5 2.62 ACRES	UNDEVELOPED		
LOT 6 17.49 ACRES	UNDEVELOPED		



MATCH LINE AREA 2
MATCH LINE AREA 1

Lot 1
Cahaba Commons
M.B. 13, Pg. 145

Monument
or Pylon
Sign No. 3

Drainage Easement

R=200.00'
Δ=62°57'17"
T=222.45'
L=218.75'

R=426.99'
Δ=3°14'06"
T=42.08'
L=24.11'

Monument
Sign No. 1

PARKWAY

REST/RETAIL
13,500 SQ. FT.

REST.
3,353
SF

Lot 6-A
Cahaba
Commons
Resurvey
No. 2
M.B. 15, Pg. 45
PRECISION
AUTOMOTIVE

EXISTING DETENTION POND

Drainage Easement

R TRACT LOT 3
.23 AC

REST/BOAT
8,804 SF

LOT 2
54 AC

RETAIL
11,000
SQ. FT.

LOT 1
2.66 AC

EXISTING
ST. VINCENTS
9,400 SQ. FT.

Pylon
Sign No. 2

R=2342.00'
Δ=4°33'40"
T=93.27'
L=188.44'

OLD U.S. HIGHWAY NO. 280

R=2342.00'
Δ=5°20'32"
T=109.28'
L=228.37'

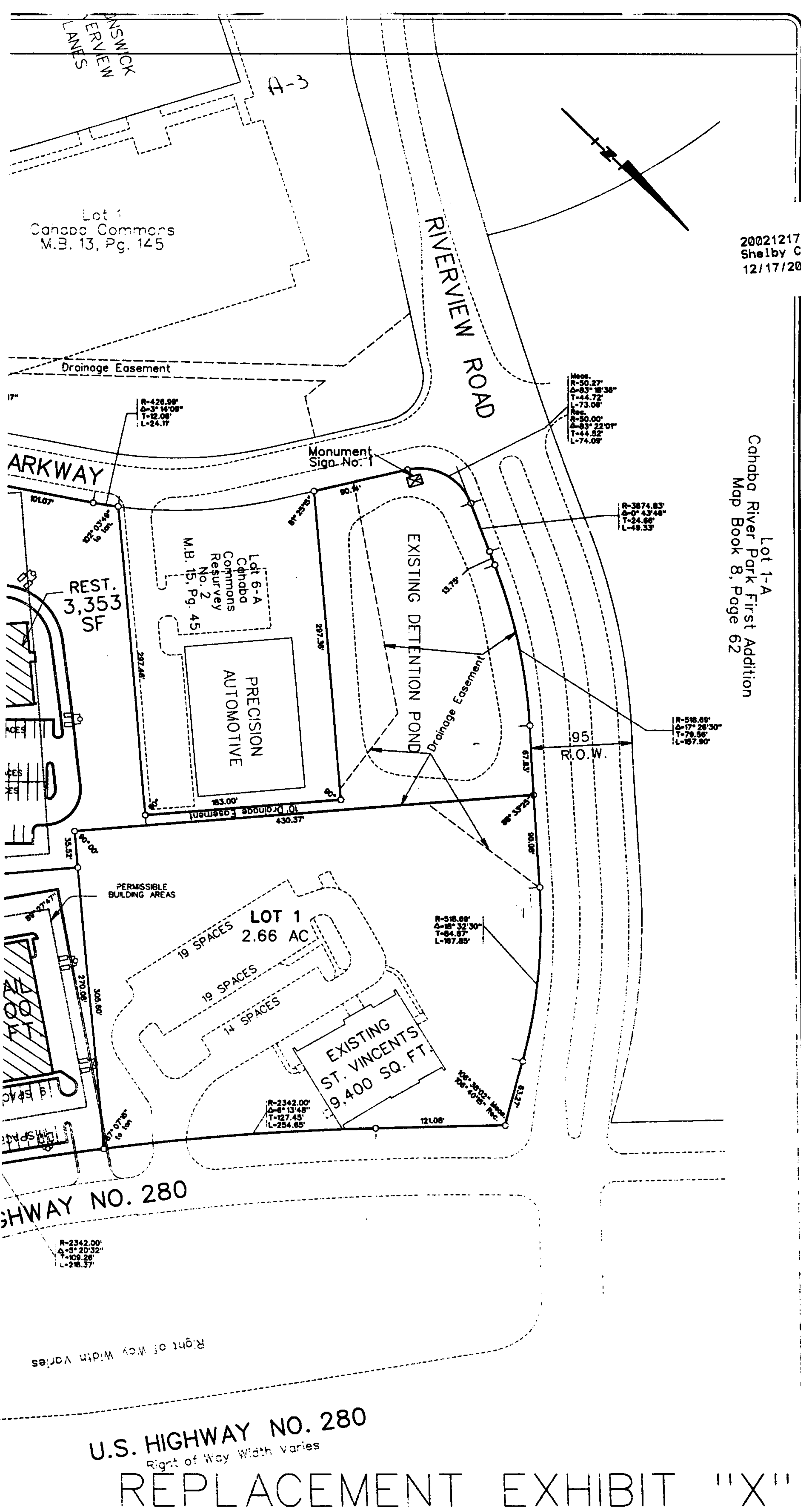
R=518.89'
Δ=8°32'30"
T=84.87'
L=167.85'

R=2342.00'
Δ=6°13'48"
T=127.45'
L=254.85'

Right of Way Width Varies

U.S. HIGHWAY NO. 280
Right of Way Width Varies

REPLACEMENT EXI



REVISIONS	
11/15/02	INFORMATION MATRIX

20021217000629710 Pg 14/14 50.00
Shelby Cnty Judge of Probate, AL
12/17/2002 08:24:00 FILED/CERTIFIED

WALTER SCHOEL ENGINEERING COMPANY, INC.
CONSULTING ENGINEERS
101 2ND STREET SOUTH
BIRMINGHAM, ALABAMA 35205
(205) 325-6166

SITE PLAN- AREA 1	
RIVER RIDGE PLAZA BAYER PROPERTIES BIRMINGHAM, ALABAMA	
DATE	SCALE
July 2, 2002	1"=50'
SHEET NO.	DRAWN BY
EX1	TK
OF	CHECKED
2	DMC
	FILE NAME
	sp-est'plaza

REPLACEMENT EXHIBIT "X"