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RETURN RECORDED DOCUMENT TO:

Hawkins Companies LLC
8645 W. Franklin Rd.
Boise, ID 83709
Attn: Legal Department

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RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS AND GRANT OF EASEMENTS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS (the "'") is made and entered into this 24th day of February, 2003, by and between L.E. Briggs & Sons, a Utah limited partnership (the "Parcel A Owner"), and Hawkins Companies LLC, an Idaho limited liability company (the "Parcel B Owner" and the "Parcel C Owner").

RECITALS

- A. The Parcel A Owner is the owner of that certain real property situated in the City of Syracuse, County of Davis, State of Utah, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel A").
- B. The Parcel B Owner is the owner or shall be the owner of that certain real property situated in the City of Syracuse, County of Davis, State of Utah, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel B").
- C. The Parcel C Owner is the owner or shall be the owner of that certain real property situated in the City of Syracuse, County of Davis, State of Utah, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel C").
- D. The Parcel C Owner intends to simultaneously or thereafter develop or allow or cause the development of Parcel C as a retail/commercial site.
- E. The Parcel B Owner intends to develop Parcel B for use by Walgreen (hereinafter defined).
- F. Parcel A is currently being used jointly for residential purposes and as farm land for the growing and harvesting of various agricultural commodities. The Parcel A Owner has no current plans to do so but may in the future develop or allow or cause the development of some or all of Parcel A as a retail/commercial site.

- G. The parties hereto desire to impose certain easements upon the Parcels, and to establish certain covenants, conditions and restrictions with respect to said Parcels, for the mutual and reciprocal benefit and complement of Parcel A, Parcel B and Parcel C and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Parcel A Owner, the Parcel B Owner, and the Parcel C Owner hereby covenant and agree that the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Parcels shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

AGREEMENTS

1. Definitions. For purposes hereof:

- (a) The term "Owner" or "Owners" shall mean the Parcel A Owner (as to Parcel A), the Parcel B Owner (as to Parcel B), and the Parcel C Owner (as to Parcel C) and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.
- (b) The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Agreement as described on Exhibit "A", that is, Parcel A, Parcel B and Parcel C, and any future subdivisions thereof.
- (c) The term "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).
- (d) The term "Common Area" shall mean those portions of Parcel A, Parcel B, and Parcel C that are outside of exterior walls of buildings or other structures from time to time located on the Parcels, and which are improved as (without limitation) parking areas, landscaped areas, driveways, roadways, walkways, light standards, curbing, paving, entrances, exits and other similar exterior site improvements.
- (e) The term "Walgreen" or "Walgreens" shall mean Walgreen Co., an Illinois corporation (or any of its affiliates, subsidiaries, successors or assigns). Walgreen shall be deemed a third party beneficiary to this Agreement.

(f) The term "Walgreen Lease" or "Walgreens Lease" shall mean that Lease of Parcel B from the Parcel B Owner as landlord to Walgreen as tenant, and any amendments, extensions or replacements thereof.

(g) The term "Site Plan" shall mean that site plan of the Parcels attached hereto as Exhibit "B" and by reference made a part hereof. Except as may be otherwise provided in this Agreement, the Site Plan is for identification purposes only.

(h) The term "Driveway" shall mean that driveway and related driveway improvements, comprised of paving and curbing upon, over and across the mutual boundary line between the Parcels in the location on the Parcels as shown on the Site Plan.

(i) The term "Access Opening" shall mean that opening and access point, comprised of paving and curbing, to and from the abutting public street, roadway and/or right-of-way, upon, over and across the mutual boundary line between the Parcels, for use of the Driveway as contemplated pursuant to paragraph 2.1(a) below and as shown on the Site Plan.

2. Easements.

2.1 Grant of Reciprocal Easements. Subject to any express conditions, limitations or reservations contained herein, the Owners hereby grant, establish, covenant and agree that the Parcels, and all Owners and Permittees of the Parcels, shall be benefited and burdened by the following nonexclusive, perpetual and reciprocal easements which are hereby imposed upon the Parcels and all present and future Owner's and Permittees of the Parcels:

(a) An easement for reasonable access, ingress and egress over all paved driveways, roadways and walkways as presently or hereafter constructed and constituting a part of the Common Area of Parcel C, the Common Area of Parcel B and the Common Area of Parcel A including, without limitation, the Driveway, so as to provide for the passage of motor vehicles and pedestrians between all portions of the Common Area of such Parcels intended for such purposes, and to and from all abutting streets or rights of way furnishing access to such Parcels.

The Owners understand and acknowledge that Parcel A does not currently contain any such Common Areas, and that this provision, and the cross access easements provided herein, shall not apply to Parcel A until such time that Parcel A and/or a portion thereof, which is immediately adjacent to Parcel B, is developed as a retail/commercial site and such Common Area improvements are constructed on such Parcel.

2.2 Indemnification. Each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Parcel is subject to the easement (including Walgreen, in the case of the Owner of Parcel B) harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its contractors, employees, agents, or others acting on behalf of such Owner.

2.3 Driveway and Access Opening. The Access Openings and/or Driveway shall in no event be blocked, closed, altered, changed or removed and shall at all times remain in place as shown on the Site Plan. There shall be maintained between the Parcels within the Access Openings and Driveway a smooth and level grade transition to allow the use of the Driveway and Access Openings for pedestrian and vehicular ingress and egress as set forth in paragraph 2.1 above. Except with respect to the Access Openings and Driveway, each Owner shall be permitted to maintain a fence, curbing, landscaping or other improvements along the boundary line of its Parcel.

2.4 Reasonable Use of Easements.

(a) The easements herein above granted shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Parcel, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

(b) Once commenced, any construction undertaken in reliance upon an easement granted herein shall be diligently prosecuted to completion, so as to minimize any interference with the business of any other Owner and its Permittees. Except in cases of emergency, the right of any Owner to enter upon a Parcel of another Owner for the exercise of any right pursuant to the easements set forth, or to prosecute work on such Owner's own Parcel if the same interferes with easements of ingress, egress or access to or in favor of another Owner's Parcel, shall be undertaken only in such a manner so as to minimize any interference with the business of the other Owner and its Permittees. In such case, no affirmative monetary obligation shall be imposed upon the other Owner (and/or, during the continuance of the Walgreen Lease, Walgreen), and the Owner undertaking such work shall with due diligence repair at its sole cost and expense any and all damage caused by such work and restore the affected portion of the Parcel upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, the Owner undertaking such work shall pay all costs and expenses associated therewith and shall indemnify and hold harmless the other Owner(s) and its Permittees from all damages, losses, liens or claims attributable to the performance of such work. Notwithstanding the foregoing or anything contained in this Agreement to the contrary, the Owner of Parcel C and their Permittees

shall in no event undertake any work described in this paragraph (except normal minor repairs in the ordinary course which do not interfere with the business of the Owner of Parcel B and its Permittees) which is not of an emergency nature during the months of November or December unless the Owner of Parcel B (and Walgreen, during the continuance of the Walgreen Lease) shall consent thereto.

3. Maintenance.

3.1 General. Until such time as improvements are constructed on Parcel C, the Owner of Parcel C shall maintain the same in a clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust, dirt, litter or debris. The Owners understand and acknowledge that Parcel A is currently being used jointly for residential purposes and as farm land for the growing and harvesting of various crops, and this provisions shall not apply to Parcel A until such time that Parcel A and/or a portion thereof, is developed as a retail/commercial site and improvements are constructed on such Parcel.

3.2 Buildings and Appurtenances Thereto. From and after the development of a Parcel, each Owner covenants to keep and maintain, at its sole cost and expense, the building(s) located from time to time on its respective Parcel in good order, condition and repair. Once constructed, in the event of any damage to or destruction of a building on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence either (a) repair, restore and rebuild such building to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement), or (b) demolish and remove all portions of such damaged or destroyed building then remaining, including the debris resulting therefrom, and otherwise clean and restore the area affected by such casualty to a level, graded condition. Each Parcel shall comply with applicable governmental parking ratio requirements without taking into account the parking provided on the other Owner's Parcel, such that each Parcel shall be self sufficient for vehicular parking.

3.3 Common Area. Once constructed, each Owner of a Parcel covenants at all times during the term hereof to operate and maintain or cause to be operated and maintained at its expense all Common Area located on its Parcel in good order, condition and repair. Following the construction of improvements thereon, maintenance of Common Area shall include, without limitation, maintaining and repairing all sidewalks and the surface of the parking and roadway areas, removing all papers, debris and other refuse from and periodically sweeping all parking and road areas to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining appropriate lighting fixtures for the parking areas and roadways, maintaining marking, directional signs, lines and striping as needed, maintaining landscaping, maintaining signage in good condition and repair, and performing any and all such other duties as are necessary to maintain such Common Area in a clean, safe and orderly condition. Except as otherwise expressly provided in this Agreement, once constructed, in the event of any damage to or destruction of all or a portion of the Common Area on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence repair, restore and rebuild

such Common Area to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement). Once constructed, each Owner reserves the right to alter, modify, reconfigure, relocate and/or remove the Common Areas or building areas on its Parcel, subject to the following conditions: (i) as to Parcel B, during the continuance of the Walgreen Lease, the express written consent of Walgreen shall be required; (ii) the reciprocal easements between the Parcels pursuant to paragraph 2.1(a) shall not be closed or materially impaired; (iii) the Driveway and ingress and egress thereto, and to and from the Parcels and adjacent streets and roads, shall not be so altered, modified, relocated, blocked and/or removed without the express written consent of all Owners and Walgreen (during the continuance of the Walgreen Lease); (iv) the same shall not violate any of the provisions and easements granted in paragraph 2; and (v) as to Parcel C, the requirements of paragraph 3.2 of this Agreement shall be complied with.

4. Construction of Improvements. Every building (including its appurtenant Common Area improvements), now or in the future constructed on Parcel B and Parcel C, shall be constructed, operated and maintained so that the same is in compliance with all applicable governmental requirements. Every building (including its appurtenant Common Area improvements) constructed in the future on Parcel B in connection with the development of Parcel B into a retail/commercial site, shall be constructed, operated and maintained so that the same is in compliance with all applicable governmental requirements. The Driveway between and servicing Parcel B and Parcel C shall be constructed and completed by the Owner of Parcel B at the same time as such Owner develops Parcel B for Walgreen under the Walgreen Lease (in accordance with plans approved by Walgreen under the Walgreen Lease). The Driveway between and servicing Parcel A and Parcel B shall be constructed and completed by the Owner of Parcel A, with the costs and expenses of such improvements to be split equally between the Owner of Parcel A and the Owner of Parcel B, at the same time as such Owner develops Parcel A as a retail/commercial site.
5. Restrictions.

5.1 General. Each Parcel shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Parcel which is illegal. In addition to the foregoing, throughout the term of this Agreement, it is expressly agreed that neither all nor any portion of Parcel B and/or Parcel C, and neither all nor any portion of Parcel A within 200 feet of Parcel B, shall be used, directly or indirectly, for purposes of a cocktail lounge, bar, disco, bowling alley, pool hall, billiard parlor, skating rink, roller rink, amusement arcade, children's play or party facility (except if incidental to another use permitted herein), adult book store, adult theatre, adult amusement facility, any facility selling or displaying pornographic materials or having such displays, second hand store, odd lot, closeout or liquidation store (except that so-called dollar stores are hereby expressly allowed), auction house, flea market, educational or training facility, blood bank, sleeping quarters or lodging (except that hotels or motels are hereby expressly

allowed), the outdoor housing or raising of animals (except if in connection with the Owner of Parcel A's current use of Parcel A for agricultural purposes), the sale, leasing or storage of automobiles, boats or other vehicles, any industrial use, an assembly hall, off track betting establishment, bingo parlor, any use involving the use, storage, disposal or handling on Parcel A, Parcel B, or Parcel C of hazardous materials or underground storage tanks (except incidental to the operation of an oil and lube service facility such as a Jiffy Lube or Quick Lube, medical offices, diagnostic labs and other related facilities), any office use (except incidental to a retail use and/or medical services uses), a restaurant (except for the operation of a fast-food restaurant on Parcel A or Parcel C and the operation of any restaurant operated on Parcel A), or any use which creates a nuisance. In addition to the foregoing, throughout the term of this Agreement, it is expressly agreed that neither all nor any portion of Parcel B or Parcel C, and neither all nor any portion of Parcel A within 200 feet of Parcel B, shall be used, directly or indirectly, for purposes of the operation of a service station and/or gas facility using, storing, disposing or handling of hazardous materials or underground storage tanks.

5.2 Drive-Throughs. No facility on a Parcel for vehicular drive-up or drive-through in which the stopping or standing of motor vehicles in line at a location for dropoff and/or pickup is intended (as, for example, at a restaurant, car wash or bank) shall be assigned, constructed, used or operated in any manner such that motor vehicles in line at such facility stop or stand onto another Parcel and/or the Driveway, or otherwise interfere with the normal pattern and flow of pedestrian or vehicular traffic on and across another Parcel and/or the Driveway.

6. Insurance. From and after the commencement of the development and the construction of retail/commercial site improvements on a Parcel, and throughout the remaining term of this Agreement, each Owner of such a Parcel shall then procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in paragraph 2.2 above), death, or property damage occurring upon such Owner's Parcel, with single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000.00) including umbrella coverage, if any, and naming each other Owner and Walgreen during the continuance of the Walgreen Lease (provided the Owner obtaining such insurance has been supplied with the name of such other Owner in the event of a change thereof) as additional insureds. Walgreen (whether as tenant under the Walgreen Lease or in the event Walgreen becomes an Owner of a Parcel) may elect to self insure and/or carry insurance required hereunder under master or blanket policies of insurance.
7. Taxes and Assessments. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Parcel.
8. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Parcel A or Parcel B or Parcel C. No easements, except (i) those expressly set forth in paragraph 2, and/or (ii) an easement over Parcel C, so as to enable the construction of the

Driveway and other improvements required for the initial development for Walgreens by the Owner of Parcel B, shall be implied by this Agreement; in that regard, and without limiting the foregoing, no easements for parking, or signage are granted or implied.

9. Remedies and Enforcement.

9.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) and Walgreen shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. Walgreen shall have the right, but not the obligation, to enforce this Agreement on behalf of the Owner of Parcel B, and/or to cure a breach or default hereunder by the Owner of Parcel B, which enforcement or cure shall be accepted by the other Owner(s) as if effected by the Owner of Parcel B.

9.2 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner or Walgreen (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), Walgreen or any Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by The Wall Street Journal (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, (ii) blockage or material impairment of the easement rights, and/or (iii) the unauthorized parking of vehicles on a Parcel, an Owner or Walgreen may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.

9.3 Lien Rights. Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner (or to Walgreen in connection with the exercise of its rights set forth in paragraphs 9.1 and/or 9.2 above) in enforcing any payment in any suit or proceeding under this Agreement shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Office of the County Recorder of Davis County, Utah; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Office of the County Recorder of Davis County, Utah prior to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation

of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.

9.4 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

9.5 No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

9.6 Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of paragraphs 2 and/or 5 of this Agreement, each Owner agrees that such violation or threat thereof shall cause the nondefaulting Owner and/or its Permittees to suffer irreparable harm and such nondefaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of paragraphs 2 and/or 5 of this Agreement, the nondefaulting Owner and Walgreen, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of paragraphs 2 and/or 5 of this Agreement.

10. Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Davis County Recorder and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners of Parcel A and Parcel B in accordance with paragraph 11.2 hereof.

11. Miscellaneous.

11.1 Attorneys' Fees. In the event a party (including Walgreen) institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

11.2 Amendment.

(a) The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all

record Owners of Parcel A and Parcel B and Parcel C, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Recorder of Davis County, Utah.

(b) Notwithstanding subparagraph 11.2(a) above to the contrary, no termination of this Agreement, and no modification or amendment of this Agreement shall be made nor shall the same be effective unless the same has been expressly consented to in writing by Walgreen (during the continuance of the Walgreen Lease).

11.3 Consents. Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner or Walgreen under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing. During the continuance of the Walgreen Lease, any consent by the Owner of Parcel B, to be effective, shall also require the consent of Walgreen.

11.4 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

11.5 No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

11.6 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

11.7 Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

11.8 Separability. Each provision of this Agreement and the application thereof to Parcel A and Parcel B and Parcel C are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of both Parcels by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

11.9 Time of Essence. Time is of the essence of this Agreement.

11.10 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

11.11 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party and Walgreen may change from time to time their respective address for notice hereunder by like notice to the other party and Walgreen. Notice given by any Owner hereunder to be effective shall also simultaneously be delivered to Walgreen (during the continuance of the Walgreen Lease). The notice addresses of the Parcel A Owner, the Parcel B Owner, the Parcel C Owner and Walgreen are as follows:

Walgreen: Walgreens
Attention: Law Department
Mail Stop No. 2252
200 Wilmot Road
Deerfield, Illinois 60015

Parcel A Owner: L.E. Briggs & Sons
Attention: Lewis Briggs
965 S. Reseda
Mesa, AZ 85206

Parcel B Owner: Hawkins Companies LLC
Attention: Legal Department
8645 W. Franklin Rd.
Boise, Idaho 83709

Parcel C Owner: Hawkins Companies LLC
Attention: Legal Department
8645 W. Franklin Rd.
Boise, Idaho 83709

11.12 Governing Law. The laws of the State in which the Parcels are located shall govern the interpretation, validity, performance, and enforcement of this Agreement.

11.13 Estoppel Certificates. Each Owner, within twenty (20) day of its receipt of a written request from the other Owner(s) or Walgreen, shall from time to time provide the requesting Owner or Walgreen, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

11.14 Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

12. Opt-Out Right. Notwithstanding anything herein to the contrary, the Owner of Parcel A reserves, and is granted, the right to terminate the reciprocal cross access and ingress easement rights granted by the Owners pursuant to Section 2.1(a) herein, upon written notice to the Owner of Parcel B and the Owner of Parcel C delivered within thirty (30) days of the commencement of the future development of Parcel A as a retail/commercial site.
13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Remainder of Page Left Intentionally Blank]

PARCEL A OWNER:

L.E. BRIGGS & SONS,
a Utah limited partnership

By: Meridian Enterprises, Inc.,
an Arizona corporation
Its: General Partner
By: _____
Name: Lewis E. Briggs, President

By: LLB Trust, dated August 11, 1989
as Amended
Its: General Partner

By: _____
Name: Lewis E. Briggs
Its: Co-Trustee

By: _____
Name: Leah M. Briggs
Its: Co-Trustee

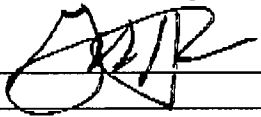
PARCEL C OWNER:

HAWKINS COMPANIES LLC,
an Idaho limited liability company

By:  _____
Its: _____

PARCEL B OWNER:

HAWKINS COMPANIES LLC,
an Idaho limited liability company

By:  _____
Its: _____

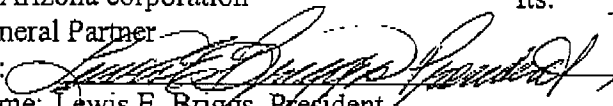
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PARCEL A OWNER:

L.E. BRIGGS & SONS,
a Utah limited partnership

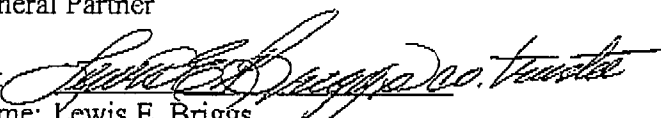
By: Meridian Enterprises, Inc.,
an Arizona corporation


Its: General Partner

By: 
Name: Lewis E. Briggs, President

By: LLB Trust, dated August 11, 1989
as Amended

Its: General Partner

By: 
Name: Lewis E. Briggs
Its: Co-Trustee

By: 
Name: Leah M. Briggs
Its: Co-Trustee

PARCEL C OWNER:

HAWKINS COMPANIES LLC,
an Idaho limited liability company

By: _____

Its: _____

PARCEL B OWNER:

HAWKINS COMPANIES LLC,
an Idaho limited liability company

By: _____

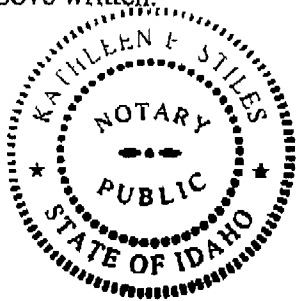
Its: _____

STATE OF IDAHO)
) ss.
County of Ada)

E 1967023 B 3487 P 959

On this 18th day of February, in the year 2004, before me, a Notary Public in and for the State of Idaho, personally appeared Gary Hawkins known or identified to me to be the Manager of Hawkins Companies LLC, an Idaho limited liability company, who subscribed said company's name to the foregoing instrument, and acknowledged to me that he executed the same in said company's name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

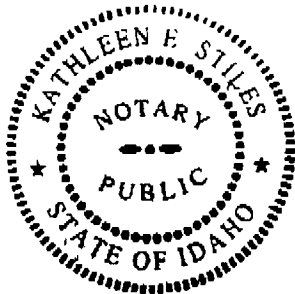


Kathleen E. Stiles
Notary Public for: Boise ID
Residing at: Boise
My commission expires: 11/5/08

STATE OF IDAHO)
) ss.
County of Ada)

On this 18th day of February, in the year 2004, before me, a Notary Public in and for the State of Idaho, personally appeared Gary Hawkins, known or identified to me to be the Manager of Hawkins Companies LLC, an Idaho limited liability company, who subscribed said company's name to the foregoing instrument, and acknowledged to me that he executed the same in said company's name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

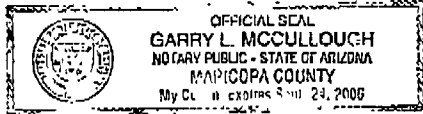


Kathleen E. Stiles
Notary Public for: ID
Residing at: Boise
My commission expires: 11/5/08

STATE OF ARIZONA)
) ss.
County of MARICOPA)

On this 19th day of February, in the year 2004, before me, a Notary Public in and for said State, personally appeared Lewis E. Briggs, known or identified to me to be the President of Meridian Enterprises, Inc., an Arizona corporation, the said corporation that executed the within and foregoing instrument by authority of its Bylaws and Resolution of its Board of Directors and the said Lewis E. Briggs, duly acknowledged to me that corporation executed the same and in its capacity as General Partner of L.E. Briggs & Sons, a Utah limited partnership,

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

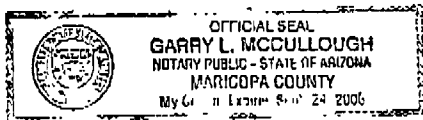


Garry L. McCullough
Notary Public for: ARIZONA
Residing at: MARICOPA
My commission expires: 2-24-06

STATE OF ARIZONA)
) ss.
County of MARICOPA)

On this 19th day of February, in the year 2004, before me, a Notary Public in and for said State, personally appeared Lewis E. Briggs and Leah M. Briggs known or identified to me to be the signers of the within and foregoing instrument who duly acknowledged to me that they executed the same and in their capacity as Co-Trustee of the LLB Trust, dated August 11, 1989, as Amended and in its capacity as General Partner of L.E. Briggs & Sons, a Utah limited partnership,

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.



Garry L. McCullough
Notary Public for: ARIZONA
Residing at: MARICOPA
My commission expires: 2-24-06

Parcel A Legal Description

Beginning at a point 188 feet South from the Northeast Corner of Section 15, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running thence 150 feet West; thence North 50 feet; thence West 310 feet; thence North 138 feet; thence West 860 feet; thence South 660 feet; thence East 1320 feet; thence North 472 feet to the point of beginning.

6000

Less and Excepting therefrom the following:

Beginning at a point along the West line of a street 288.0 feet South, 33.0 feet West from the Northeast Corner of Section 15, Township 4 North, Range 2 West, Salt Lake Meridian, in the City of Syracuse, and running thence West 117.0 feet; thence South 100.0 feet to a point 150.0 feet West of the East line of said Section; thence East 117.00 feet to the West line of a street; thence North 100.0 feet along the West line of a street to the point of beginning.

Parcel B Legal Description

A part of the Northeast Quarter of Section 15, Township 4 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in Davis County, Utah:

Pl 0009

Beginning at a point 188.00 feet South 0°09'08" West along the Section Line from the Northeast Corner of said Section 15; and running thence South 0°09'08" West 100.00 feet along said Section Line; thence South 89°58'46" West 495.00 feet; thence North 0°09'08" East 255.00 feet to the South Line of Antelope Drive (1700 South Street) as it exists at 33.00 foot half-width; thence North 89°58'46" East 35.00 feet along said South Line; thence South 0°09'08" West 105.00 feet; thence North 89°58'46" East 310.00 feet; thence South 0°09'08" West 50.00 feet; thence North 89°58'46" East 150.00 feet to the point of beginning.

Parcel C Legal Description

A part of the Northeast Quarter of Section 15, Township 4 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in Davis County, Utah:

5400
0000

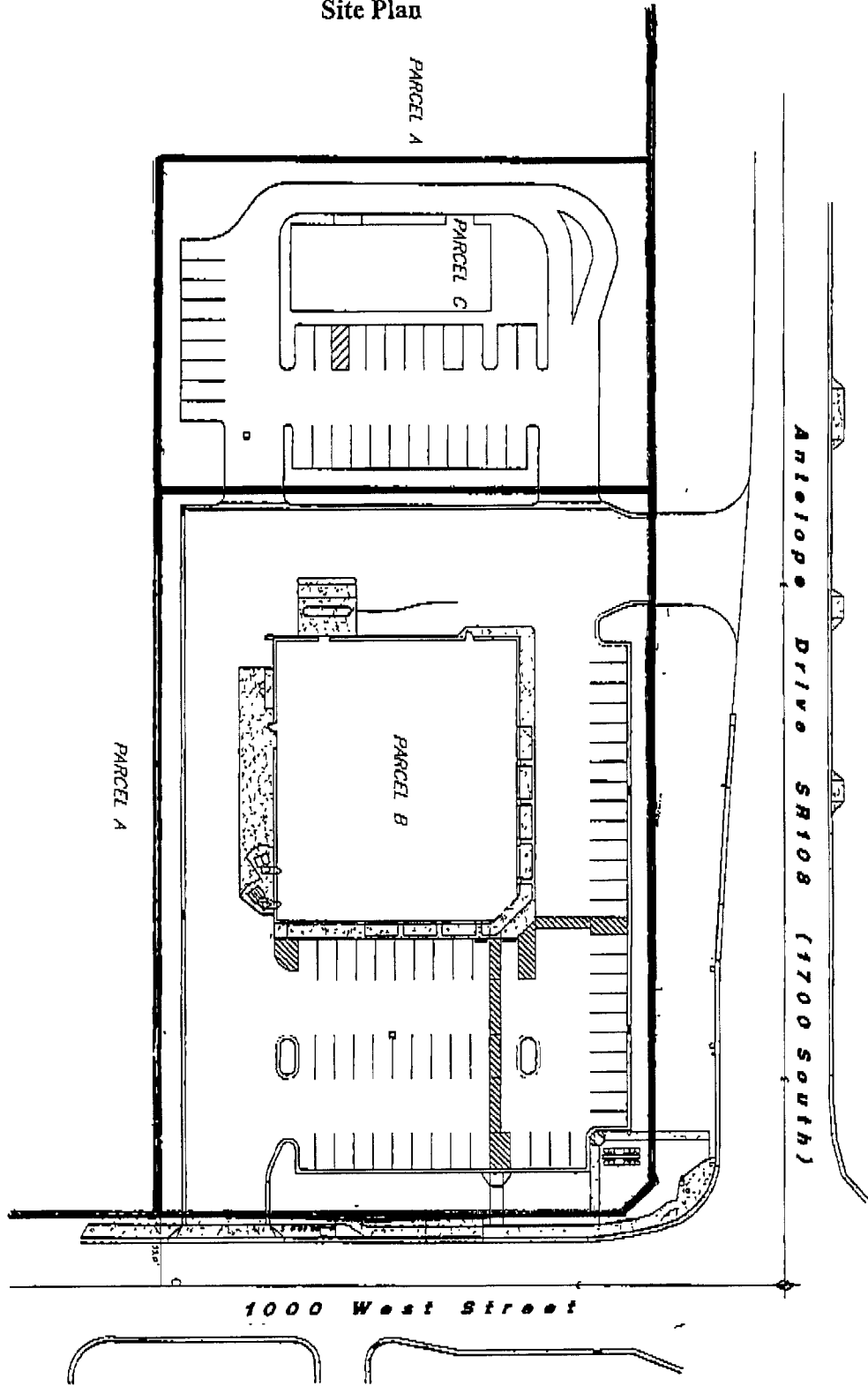
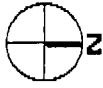
Beginning at a point on the South Line of Antelope Drive (1700 South Street) as it is proposed to be widened to 60.00 foot half-width being 363.00 feet South 89°58'46" West along the Section Line and 60.00 feet South 0°09'08" West from the Northeast Corner of said Section 15; and running thence South 0°09'08" West 228.00 feet; thence South 89°58'46" West 132.00 feet; thence North 0°09'08" East 228.00 feet to the South Line of said Antelope Drive (1700 South Street) as it is proposed to be widened; thence North 89°58'46" East 132.00 feet along said South Line of Street to the point of beginning.

TAX PARCEL #'s: 12-086-0045, 12-086-0009, 12-086-0011, 12-086-0044

962

Exhibit "B"

Site Plan



GENERAL NOTES:

1. THE PROPOSED SITE LAYOUT FOR PARCEL B AND C REPRESENTS CONCEPTUAL. THE FURTHER FOR CONCEPTUAL DEVELOPMENT.