

WHEN RECORDED MAIL TO

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Post Office Box 45444 (84145-0044)
Salt Lake City, Utah 84101

E 1305035 B 2096 P 1316
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1997 FEB 19 3:09 PM FEE 20.00 DEP MEC
REC'D FOR ASSOCIATED TITLE COMPANY

NW 17-4N-1W
10+11 Layton
Market Center

DIAZIU
10-188-0010 ACCESS EASEMENT AGREEMENT
0011
10-027-0086 pt

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is executed as of the 12 day of February, 1997, by Robert J. Harris and Odessa H. Harris, Trustees of the Robert J. Harris Family Trust, and Delbert J. Harris, individually, Reid S. Harris, individually, and Edison G. Harris, individually (collectively "Grantor") and made for the benefit of DAYTON HUDSON CORPORATION, a Minnesota corporation ("Grantee"), collectively referred to herein as the "Parties", and individually as a "Party".

RECITALS

WHEREAS, Grantee is the owner of certain real property located in Layton City, County of Davis, State of Utah and more fully described on Exhibit "A" attached hereto and incorporated herein by reference ("Grantee's Property"); and

WHEREAS, Grantor has agreed to convey to Grantee an easement and right of way to enter Grantor's real property which is adjacent to Grantee's Property and is legally described on Exhibit "B" attached hereto and incorporated herein by reference ("Easement Property") to permit Grantee to enter upon the Easement Property for the purpose of vehicular and pedestrian ingress and egress to Grantee's Property, all as more particularly provided hereafter;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee an easement on, over, across and through the Easement Property to permit Grantee to provide Grantee vehicular and pedestrian ingress and egress from 700 West Street to Grantee's Property. Grantee shall further have the right, but not the obligation, to make improvements to the Easement Property as Grantee deems appropriate for the access purposes granted herein, including, but not limited to grading and/or paving the Easement Property. Grantee shall pay all costs and expenses of any such improvements and Grantor, upon the completion of such work, shall accept the Easement Property in its "AS IS" graded condition. Grantor warrants that no one else holds title to the Easement Property and that it has authority to convey the easement and rights granted herein to Grantee. Grantor shall not build or construct or permit to be built or constructed any building

or other improvement over or across the Easement Property during the term of this Agreement without the prior written consent of Grantee.

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2. Term. The easement and rights granted herein shall terminate at such time as the Easement Property is dedicated as a public thoroughfare.

3. Binding Effect. All provisions of this Agreement, including the benefits and burdens, shall run with the land and shall benefit and bind the successors and assigns of the Grantor, Grantee, Grantee's Property and the Easement Property.


4. Notices. Any notice given pursuant to this Agreement shall be in writing and shall be delivered personally, by national recognized overnight courier, or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below. The initial addresses of the Parties shall be:

To Grantor: Star Realty Co.
682 West Antelope Drive
Layton, Utah 84041

To Grantee: Dayton Hudson Corporation
Target Stores—Real Estate
33 South 6th Street
Minneapolis, Minnesota 55402
Attn: Property Administration

IN WITNESS WHEREOF, Grantor has executed this Agreement the day and year first above written.

GRANTOR


Robert J. Harris, Trustee


Odessa H. Harris, Trustee


Delbert J. Harris

Reid Harris

Reid S. Harris

Edison G. Harris

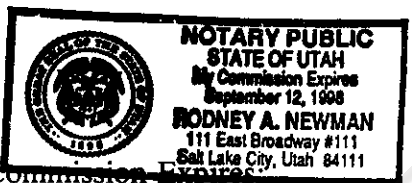
Edison G. Harris

STATE OF UTAH)
COUNTY Salt Lake)

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: ss.

On the 12 day of Feb, 1996, personally appeared before me ROBERT J. HARRIS, and ODESSA H. HARRIS, who being duly sworn did say they are trustees of the Robert J. Harris Family Trust, dated March 29, 1976, the signers of the within instrument, who duly acknowledged to me that they executed the same.



My Commission Expires:

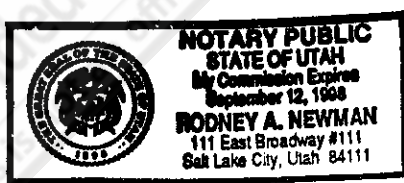
Rodney A. Newman

NOTARY PUBLIC
Residing at:

STATE OF UTAH)
COUNTY Salt Lake)

: ss.

On the 12 day of Feb, 1996, personally appeared before me DELBERT J. HARRIS, REID S. HARRIS and EDISON G. HARRIS, the signers of the within instrument, who duly acknowledged to me that they executed the same.



My Commission Expires:

Rodney A. Newman

NOTARY PUBLIC
Residing at:

EXHIBIT "A"

Legal Description of Grantee's Property

All of Lots 10 and 11, LAYTON MARKET CENTER SUBDIVISION, according to the official plat thereof, on file and of record in the office of the Davis County Recorder.

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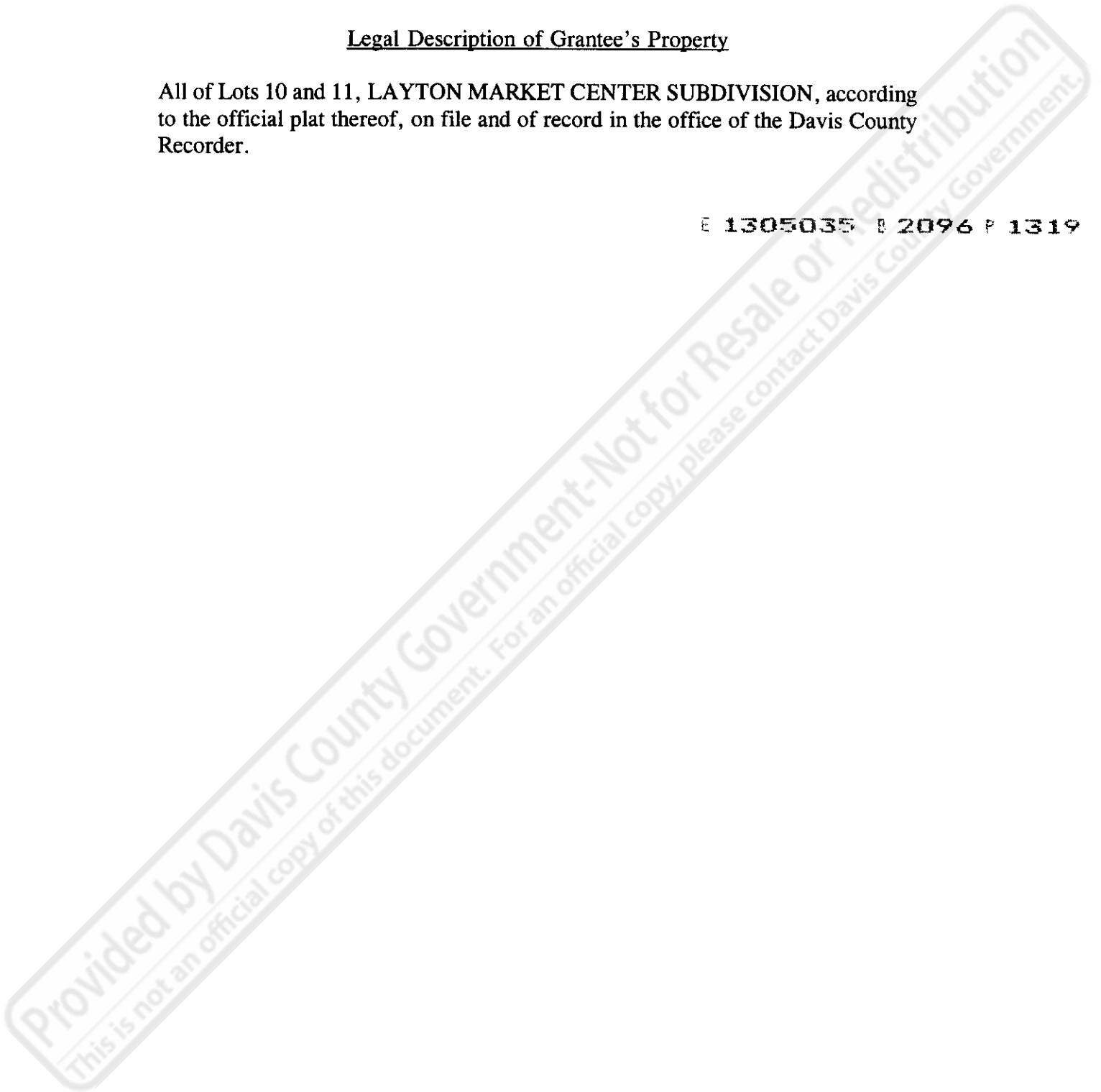


EXHIBIT "B"

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LEGAL DESCRIPTION - ACCESS EASEMENT

A PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN, COUNTY OF DAVIS, STATE OF UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF ANTELOPE DRIVE AS SHOWN ON THE FINAL PLAT OF LAYTON MARKET CENTER SUBDIVISION, SAID POINT BEING SOUTH 89 DEGREES 55 MINUTES 10 SECONDS WEST 125.00 FEET ALONG THE SECTION LINE AND SOUTH 00 DEGREES 10 MINUTES 04 SECONDS WEST 57.00 FEET FROM THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 17; THENCE SOUTH 89 DEGREES 55 MINUTES 10 SECONDS WEST, ALONG THE SOUTH LINE OF SAID ANTELOPE DRIVE A DISTANCE OF 200.00 FEET, TO THE EAST LINE OF 700 WEST STREET AS SHOWN ON SAID PLAT; THENCE SOUTH 00 DEGREES 10 MINUTES 04 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 825.67 FEET TO THE NORTH WEST CORNER OF LOT 11 OF LAYTON MARKET CENTER SUBDIVISION AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 10 MINUTES 04 SECONDS WEST, A DISTANCE OF 437.33 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 10 SECONDS WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 04 SECONDS EAST, A DISTANCE OF 437.59 FEET TO THE SOUTH LINE OF SAID LAYTON MARKET CENTER SUBDIVISION; THENCE SOUTH 89 DEGREES 49 MINUTES 56 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING, CONTAINING 26,248 SQUARE FEET OR 0.60 ACRES, MORE OR LESS.

**--- RECORDER'S MEMO ---
LEGIBILITY OF TYPING OR PRINTING
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WHEN RECEIVED**

Provided by Davis County Government
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