

RETURNED  
SEP - 4 2001

SHARED ACCESS AGREEMENT

NW 14-40-2w

FD - 23132

8/19/01

THIS SHARED ACCESS AGREEMENT ("Agreement") is made and entered into this day of August, 2001, by and between SESSIONS ASSOCIATES, INC., a Nevada Corporation ("Sessions"), and L. E. Briggs & Sons ("Briggs")

1686372 12878 P. 581  
SHERYL L. WHITE, DAVIS CNTY RECORDER  
2001 SEP 4 11:17 AM FEE 24.00 DEP MEC  
REC'D FOR FOUNDERS TITLE COMPANY

Recitals:

- A. Briggs is the owner of certain real property situated near the intersection of 1700 South 1000 West, Syracuse, Utah, which property is depicted on the site plan attached hereto as Exhibit "A" ("Conceptual Site Plan"), the ("Briggs Property").
- B. Sessions is the owner of that certain real property designated on the Site Plan as the Sessions Property, and more particularly described in Exhibit "B" attached hereto ("Sessions Property").
- C. Sessions desires to develop the Sessions' Property for retail use. In connection with the development, Sessions has obtained approval from proper governmental officials for one ingress and egress access on to 1700 South, the ("Approved Temporary Access") as it is generally depicted on Exhibit "A" ("Conceptual Site Plan"). The Temporary access will at a future date be eliminated subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. At a future date when the Briggs Property is developed and the temporary access is eliminated, access to the Sessions Property shall be provided across the Briggs Property. Such access shall be provided to the Sessions Property in the form of an easement to accommodate reasonable and efficient pedestrian and vehicular access between the two properties..
- 2. At the time the temporary access is terminated, Briggs, for themselves, their successors and assigns, hereby grant to Sessions an non-exclusive easement over and across their property to the closest ingress and egress on 1700 South, substantially the same as designated on Exhibit "A" ("Conceptual Site Plan"). IT is understood that the building layout, parking configuration and access shown on the Conceptual Site Plan are subject to change. The easement granted herein shall be for the purpose of ingress and egress for Sessions employees, representatives, agents, invitees, guests and tenants or it's successors and assigns with respect to the Sessions Property only and each at their own risk.
- 3. The easement granted herein is for the purpose of ingress and egress only

and shall not be construed to create a reciprocal parking agreement or arrangement between the Sessions Property and the Briggs Property <sup>LB</sup> <sub>RS</sub>.

4. Upon the grant of an easement in the form stated in paragraph 2, the Temporary Access shall be closed and terminated of record. Each party agrees to take such action as necessary to cause such closure and terminate such access.
5. This Agreement shall be binding on and inure to the benefit of the parties, their heirs, successors and assigns. This Agreement shall encumber the respective properties and shall run with the land.
6. Except as set forth in paragraph 5 above, this Agreement may be modified or terminated only by written instrument signed by the parties hereto.
7. Any breach of this Agreement shall entitle the non-breaching party(ies) to pursue all remedies available at law or in equity in order to enforce the terms of this Agreement. In any such dispute, the non-defaulting party shall be entitled to recover all costs, including reasonable attorney fees, incurred in enforcing the terms of this Agreement.
8. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
9. Nothing herein shall be deemed to create a partnership or a joint venture between the parties, nor shall anything contained herein be deemed to create third party beneficiary rights in anyone not a party to this

Agreement

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

SESSIONS ASSOCIATES, INC.

L. E. Briggs & Sons

By: [Signature]

By: [Signature]

Its: [Signature]

Its: 8/19/01

EXHIBIT "A"

LILD

LAND INDEX SYSTEM

LEGAL DESCRIPTION

SERIAL# 12-079-0044 ACRES 19.03 ACRES PAGE 1. INFO DATE 09/04/2001  
TAX NAME 2002: L E BRIGGS & SONS  
PROP. ADDRESS:

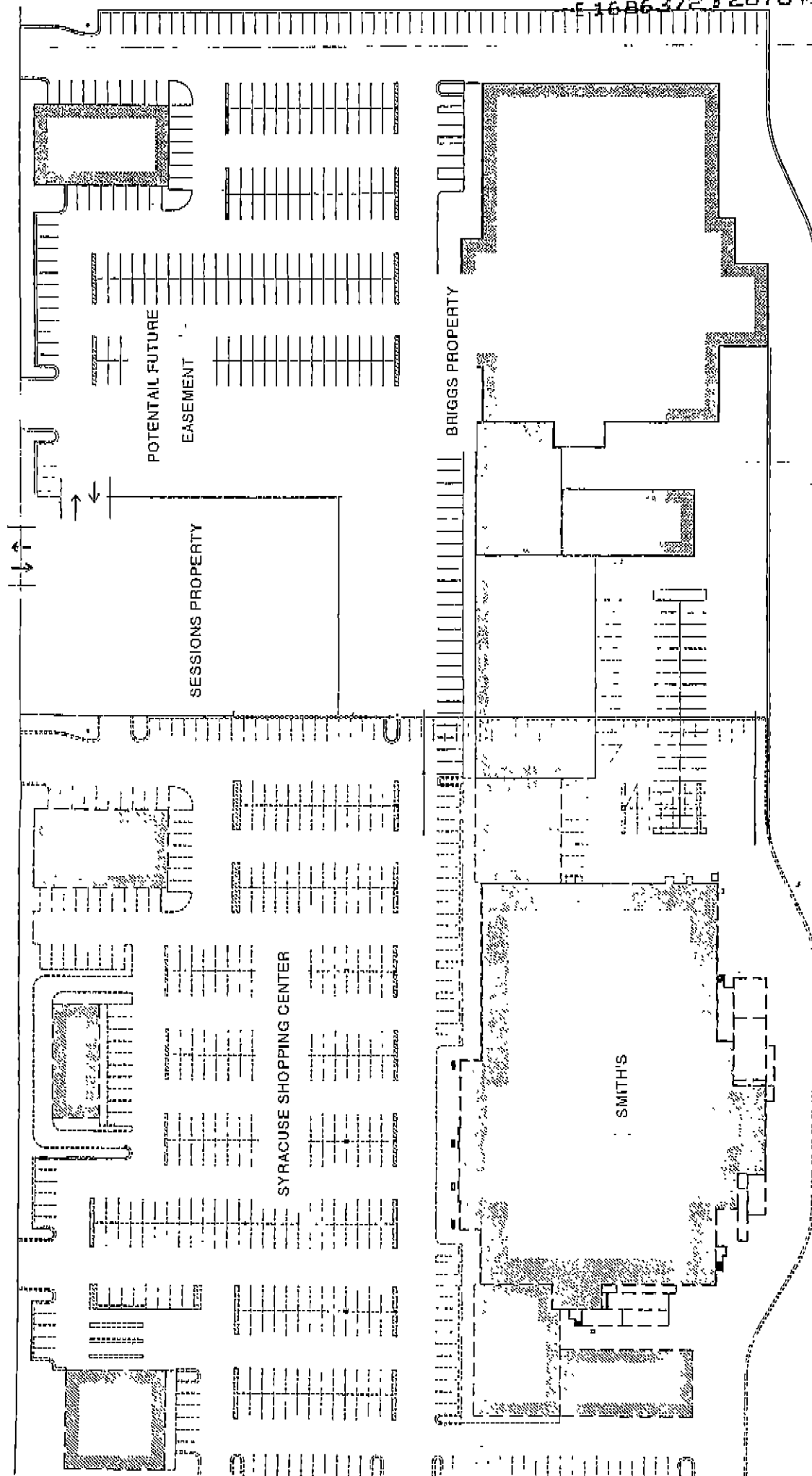
E 1686372 B 2878 P. 583

LEGAL DESCRIPTION:

BEG 35 5/9 RODS E & S 33 FT FR NW COR OF SEC 14-T4N-R2W, SLM; E 549.59 FT, S 145  
2.0 FT, W 35 5/9 RODS, N 830.57 FT, TH S 89°59'50" E 37.08 FT, TH N 0°00'10" E 6  
21.43 FT TO BEG. CONT. LESS STREET 19.03 ACRES

LEGAL COMPLETE

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CONCEPTUAL SITE PLAN

**Boyer - Syracuse**  
 1100 West 1700 South  
 Syracuse, NY 13208

**Conceptual Layout**

DATE: 11/24/2001  
 DRAWN BY: RP  
 CHECKED BY: JHT to scale  
 PROJECT: Boyer/Boyer

**GREAT BASIN ENGINEERING - SOUTH**  
 2010 North Broadway Blvd., P.O. Box 10747  
 Salt Lake City, Utah 84110  
 801-467-1000

EXHIBIT "B"

Parcel 1:

A portion of that certain parcel of land described in Book 936 at Page 291 in the Office of the Davis County Recorder, being a part of the Northwest Quarter of Section 14, Township 4 North, Range 2 West, Salt Lake Base and Meridian, more particularly described as follows:

E 1686372 B 2878 P. 585

Beginning at a point 622.00 feet South 89°59'50" East along the section line and 33.00 feet South 0°09'08" West and 22.00 feet South 00°00'10" West from the location referenced by the Davis County Surveyor as the Northwest corner of said Section 14 (basis of bearing being North 00°14'02" East 2633.59 feet along the Section line between the Davis County Monuments found marking the West Quarter Corner and the Northwest Corner of Section 23, Township 4 North, Range 2 West, Salt Lake Base and Meridian), and running thence South 89°59'50" East 165.00 feet; thence South 00°00'10" West 250.00 feet; thence North 89°59'50" West 165.00 feet; thence North 00°00'10" East 250.00 feet to the point of beginning.

pt 0044

Parcel 2:

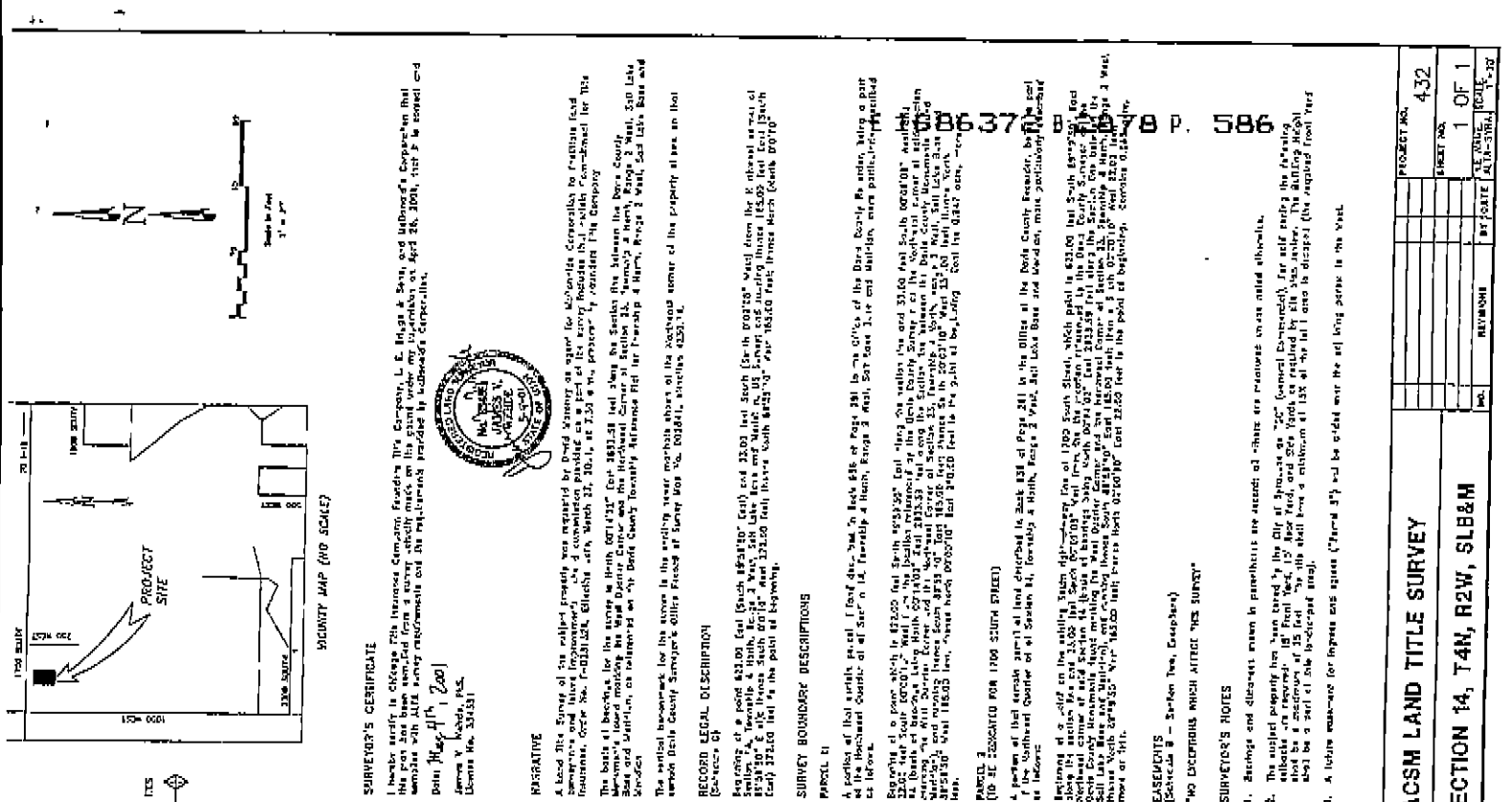
(To be dedicated for 1700 South Street)

A portion of that certain parcel of land described in Book 936 at Page 291 in the Office of the Davis County Recorder, being a part of the Northwest Quarter of Section 14, Township 4 North, Range 2 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the existing South right-of-way line of 1700 South Street, which point is 622.00 feet South 89°59'50" East along the section line and 33.00 feet South 00°09'08" West from the location referenced by the Davis County Surveyor as the Northwest corner of said Section 14 (basis of bearings being North 00°14'02" East 2633.59 feet along the Section line between the Davis County Monuments found marking the West Quarter Corner and the Northwest Corner of Section 23, Township 4 North, Range 2 West, Salt Lake Base and Meridian), and running thence South 89°59'50" East 165.00 feet; thence South 00°00'10" West 22.00 feet; thence North 89°59'50" West 165.00 feet; thence North 00°00'10" East 22.00 feet to the point of beginning.

pt 0044

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**UTILITY STATEMENT**

The underground utilities shown here have been located from surface records and field survey. The utility locations are shown in the plan view and are subject to change without notice. The utility locations are shown in the plan view and are subject to change without notice. The utility locations are shown in the plan view and are subject to change without notice.

**UTILITY COMPANIES**

AT&T	1-800-451-4747
COX	1-800-451-4747
UTAH POWER & LIGHT	1-800-225-7375
UTAH GAS	1-800-225-7375

**REFERENCES**

Surveyed from Survey Map, Book 916, Page 311.  
 Davis County Recorder's Office Record of Survey Map, No. 002341.  
 Davis County Surveyor's Office and Section Center File Sheets.

**PARCEL 1**  
 41250.50 FT  
 0.947 ACRE  
 TAX: 12-979-0044

**PARCEL 2**  
 3530.50 FT  
 0.083 ACRE  
 TAX: 12-079-0044

**EXHIBIT B**

**UTILITY COMPANIES**

AT&T	1-800-451-4747
COX	1-800-451-4747
UTAH POWER & LIGHT	1-800-225-7375
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ACKNOWLEDGMENT - INDIVIDUAL

STATE OF UTAH )

COUNTY OF DAVIS )

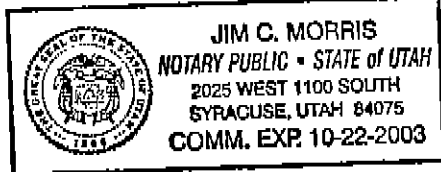
SS:

I, JIM C MORRIS, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that LEWIS E. BRIGGS, GENERAL PARTNER OF L.E. BRIGGS & SONS of SYRACUSE, UTAH who (is)(are) personally known to me to be the same person(s) whose name(s) (is)(are) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that (he)(she)(they) signed, sealed and delivered the said instrument as (his)(her)(their) free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 19<sup>th</sup> day of AUGUST, 2001

J C Morris  
Notary Public

My commission expires: 10-22-03



ACKNOWLEDGMENT - CORPORATE

STATE OF UTAH )

COUNTY OF DAVIS )

SS:

I, JIM C MORRIS, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that RICK SESSIONS, President and Secretary of SESSIONS ASSOCIATES INC, a(n) \_\_\_\_\_ corporation, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such President and Secretary respectively and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 19<sup>th</sup> day of AUGUST, 2001

J C Morris  
Notary Public

My commission expires: 10-22-03

