

Prepared by and when recorded return to:

Maryann Civitello, Esq.
Mintz Levin Cohn Ferris Glovsky & Popeo, P.C.
One Financial Center
Boston, MA 02111

TAX ID No. 11-794-0004
11-794-0005

ACCESS EASEMENT AND MAINTENANCE AGREEMENT

This ACCESS EASEMENT AND MAINTENANCE AGREEMENT (this "Agreement") is made as of this ^{7th} day of February, 2017, by and between **FORT LANE VILLAGE, L.C.**, a Utah limited liability company ("Fort Lane"), and **UTAH CVS PHARMACY, L.L.C.**, a Utah limited liability company ("CVS") (Fort Lane and CVS are sometimes hereinafter referred to singularly as a "Party" and collectively as the "Parties").

WHEREAS, Fort Lane is the owner of the land more particularly described on Exhibit A attached hereto and shown on Exhibit D (the "Fort Lane Property"); and

WHEREAS, CVS is the owner of the land more particularly described on Exhibit B attached hereto and shown on Exhibit D (the "CVS Parcel") (The Fort Lane Property and CVS Parcel are sometimes hereinafter referred to collectively as "Parcels"); and

WHEREAS, the Parcels are subject to that certain Amended and Restated Declaration of Easements and Conditions dated August 30, 2016, recorded August 30, 2016 as Entry No. 2962369 in Book 6590 at Page 166, Official Records of Davis County, Utah (the "Declaration"), and are part of the Shopping Center as defined therein; and

WHEREAS, Fort Lane desires to grant certain easements for access on the Fort Lane Property for the benefit of the owner of the CVS Parcel in the area described on Exhibit C attached hereto and shown on Exhibit D (the "Easement Area"), as hereinafter set forth; and

WHEREAS, the Parties desire to set forth maintenance provisions regarding the driveways within the Easement Area.

NOW, THEREFORE, for and in consideration of the mutual rights and obligations set forth herein, the parties hereby covenant and agree as follows:

1. Grant of Easement; Term.

(a) Fort Lane GRANTS and CONVEYS for the benefit of the CVS Parcel (including its tenants, employees, vendors, customers and other invitees), a non-exclusive, irrevocable and perpetual easement ("Easement"), appurtenant to the CVS Parcel, for pedestrian and vehicular ingress and egress, but not for parking, between the CVS Parcel and the adjoining streets over and across driveways, roadways, walkways, sidewalks and all similar facilities located within the Easement Area. Notwithstanding any language in the Declaration to the contrary, no gate, barrier or other obstruction shall be erected or permitted to remain over any portion of the Easement Area, and no

use shall be made of the Easement which is inconsistent with or detrimental to the use of the Easement for the benefit of the CVS Parcel as described herein. Any changes to the layout of the Easement Area shall require the written consent of the owner and any lessee of the CVS Parcel (so long as such lessee is owned or controlled by CVS Health Corporation).

(b) The Easement shall be effective as of the date hereof and shall be perpetual (the "Term").

2. Maintenance of Driveways within the Easement Area. Notwithstanding any language in the Declaration to the contrary, the owner of the CVS Parcel, at its sole cost, shall perform all tasks that, in its reasonable judgment, are necessary or beneficial to maintain the driveways within the Easement Area. In the event that the driveways within the Easement Area are not adequately maintained, the owner of the Fort Lane Property shall have the right, but not the obligation, to maintain such areas.

3. Consent Required to Amend and Right of Enforcement. So long as any lessee of the CVS Parcel is owned or controlled by CVS Health Corporation, (i) no amendment of this Agreement shall be binding upon any such lessee whose leasehold interest in the CVS Parcel has been properly recorded in the appropriate recording office, unless such lessee shall have given its written consent thereto; and (ii) CVS or its affiliates, as a beneficiary under this Agreement, shall have the right to enforce any of the terms and conditions of this Agreement, as if CVS remained the owner of the CVS Parcel.

4. Notices. Whenever, pursuant to this Agreement, notice or demand shall or may be given to any of the Parties or their assignees by another, and whenever any of the Parties shall desire to give to the other any notice or demand with respect to this Agreement, each such notice or demand shall be in writing, and any laws to the contrary notwithstanding, shall not be effective for any purpose unless the same shall be given or served by mailing the same to the other party by certified mail, return receipt requested, or by overnight nationally-recognized courier service provided a receipt is required, at its notice address set forth below, or at such other address as either party may from time to time designate by notice given to the other. The date of receipt of the notice or demand shall be deemed the date of the service thereof (unless the notice or demand is not accepted in the ordinary course of business, in which case the date of mailing shall be deemed the date of service thereof).

Notices shall be sent:

If to Fort Lane, to: Fort Lane Village, L.C.
748 W. Heritage Park Blvd., Ste. 203
Layton, UT 84041
Attn: Kevin Garn

with a copy to: The Thackeray Garn Company
1165 E. Wilmington Ave., Ste. 275
Salt Lake City, UT 84106
Attn: Dean Smith, Attorney

If to CVS to: Utah CVS Pharmacy, L.L.C.
c/o CVS Health Corporation

One CVS Drive
Woonsocket, RI 02895
Attn: Property Administration Department, Store No. 10662

with a copy to: Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Financial Center
Boston, MA 02111
Attn: Maryann Civitello, Esquire

5. No Other Rights Created. No provision of this instrument shall ever constitute or be construed as a dedication of any interest herein described to the public or give any member of the public any right whatsoever.

6. Partial Invalidity. If any provision of this instrument shall, for any reason, be held violative of any applicable law and/or unenforceable, such provision shall be reformed only to the extent necessary to render such provision non-violative and/or enforceable. The invalidity of any provision herein shall not be held to invalidate any other provision herein, all of which such other provisions shall remain in full force and effect.

7. Successors and Assigns. All of the easements and other rights, covenants and conditions herein shall run with the land and shall be binding upon and inure to the benefit of the owners of the Parcels and their respective successors and assigns. Upon the conveyance by the owner of any Parcel of its interest in its Parcel, such owner shall be relieved from any unaccrued liability which such owner may have hereunder.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

9. Costs of Enforcement. If an action or proceeding is brought to enforce this Agreement, the prevailing party in such action or proceeding shall be entitled to collect from the losing party any and all costs and expenses, including legal fees, incurred by the prevailing party in connection therewith.

[SIGNATURE PAGES FOLLOW]

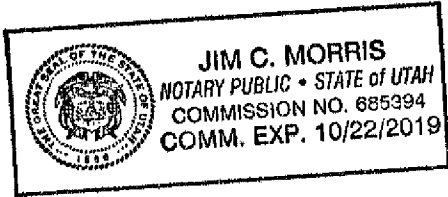
EXECUTED as of the date set forth above.

FORT LANE VILLAGE, L.C.,
a Utah limited liability company

By: [Signature]
Name: Kevin Sloan
Title: Manager

STATE OF UTAH)
COUNTY OF DAVIS) ss

The foregoing instrument was acknowledged before me this 6 day of February,
2017, by KEVIN S. SLOAN as MANAGER of FORT LANE VILLAGE, L.C.,
a Utah limited liability company, on behalf of the limited liability company.



[Signature]
Notary Public
My Commission Expires: 10/22/19

UTAH CVS PHARMACY, L.L.C.,
a Utah limited liability company

By: *Cheryl A. Green*
Name: Cheryl A. Green
Title: Assistant Secretary

CVS Legal Approval: Maryann Civitello, Esq.
Mintz Levin

STATE OF RHODE ISLAND)

COUNTY OF PROVIDENCE)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Cheryl A. Green, whose name is signed to the foregoing instrument as Assistant Secretary of Utah CVS Pharmacy, L.L.C. and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on behalf of Utah CVS Pharmacy, L.L.C. on the day the same bears date.

Given under my hand and official seal this the 3 day of February, 2017.



Mary Alice Kleiber
Notary Public
Mary Alice Kleiber
Notary Public
State of Rhode Island
My Commission Expires: 03/13/2020

Exhibit A

Fort Lane Parcel

All those certain parcels of land located in the City of Layton, County of Davis, State of Utah, described as follows:

PARCEL 4-B

BEING A PORTION OF PARCEL 4, FORT LANE VILLAGE AMENDED SUBDIVISION, ALSO BEING LOCATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, CITY OF LAYTON, STATE OF UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 4, OF THE FORT LANE VILLAGE AMENDED SUBDIVISION PLAT, SAID POINT BEING SOUTH 0°32'40" WEST 73.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF GENTILE STREET AS SHOWN ON THE FORT LANE VILLAGE AMENDED PLAT RECORDED AT BOOK 6568 AT PAGE 338 IN THE DAVIS COUNTY RECORDERS OFFICE; SOUTH 89°27'20" EAST 401.04 FEET ALONG THE RIGHT OF WAY LINE TO THE WEST RIGHT OF WAY LINE OF FORT LANE; THENCE ALONG SAID RIGHT OF WAY SOUTH 0°47'13" WEST 377.79 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 28, AND RUNNING THENCE NORTH 89°12'47" WEST 123.73 FEET; THENCE NORTH 75°43'33" WEST 32.16 FEET; THENCE NORTH 89°12'47" WEST 23.47 FEET; THENCE NORTH 0°32'59" EAST 154.75 FEET; THENCE SOUTH 89°27'20" EAST 179.11 FEET TO THE WEST RIGHT OF WAY LINE OF FORT LANE; THENCE ALONG SAID RIGHT OF WAY SOUTH 0°47'13" WEST 163.01 FEET TO THE POINT OF BEGINNING.

AND

PARCEL 4-C

BEING A PORTION OF PARCEL 4, FORT LANE VILLAGE AMENDED SUBDIVISION, ALSO BEING LOCATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, CITY OF LAYTON, STATE OF UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 4, OF THE FORT LANE VILLAGE AMENDED SUBDIVISION PLAT, SAID POINT BEING SOUTH 0°32'40" WEST 73.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF GENTILE STREET AS SHOWN ON THE FORT LANE VILLAGE AMENDED PLAT RECORDED AT BOOK 6568 AT PAGE 338 IN THE DAVIS COUNTY RECORDER'S OFFICE; AND SOUTH 89°27'20" EAST 76.45 FEET ALONG THE SAID RIGHT OF WAY LINE; THENCE LEAVING SAID RIGHT OF WAY SOUTH 0°32'40" WEST 337.92 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 28, AND RUNNING THENCE SOUTH 89°12'47" EAST 99.16 FEET; THENCE SOUTH 0°47'13" WEST 31.00 FEET; THENCE SOUTH 89°12'47" EAST 45.53 FEET; THENCE NORTH 0°32'59" EAST

154.75 FEET; THENCE NORTH 89°27'20" WEST 144.57 FEET; THENCE SOUTH 0°32'40" WEST 123.14 FEET TO THE POINT OF BEGINNING.

AND

PARCEL 5 OF THE FORT LANE VILLAGE AMENDED SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN THE RECORDS OF THE DAVIS COUNTY RECORDER.

Exhibit B

CVS Parcel

All that certain parcel of land located in the City of Layton, County of Davis, State of Utah, described as follows:

LEGAL DESCRIPTION PARCEL 4-A

BEING A PORTION OF PARCEL 4, FORT LANE VILLAGE AMENDED SUBDIVISION, ALSO BEING LOCATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, CITY OF LAYTON, STATE OF UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL 4 OF THE FORT LANE VILLAGE AMENDED SUBDIVISION PLAT, SAID POINT BEING SOUTH 0°32'40" WEST 73.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF GENTILE STREET AS SHOWN ON THE FORT LANE VILLAGE AMENDED PLAT RECORDED AT BOOK 6568 AT PAGE 338 IN THE DAVIS COUNTY RECORDER'S OFFICE; SOUTH 89°27'20" EAST 76.45 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 28, AND RUNNING THENCE SOUTH 0°32'40" WEST 214.78 FEET; THENCE SOUTH 89°27'20" EAST 323.68 FEET TO THE WEST RIGHT OF WAY LINE OF FORT LANE; THENCE ALONG SAID RIGHT OF WAY NORTH 0°47'13" EAST 214.78 FEET TO THE SOUTH RIGHT OF WAY LINE OF GENTILE STREET; THENCE ALONG SAID RIGHT OF WAY NORTH 89°27'20" WEST 324.59 FEET TO THE POINT OF BEGINNING.

Exhibit C

Easement Area

A parcel of land lying situate in the Northeast Quarter of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah being more particularly described as follows:

Beginning at a point on the northerly boundary line of the Grantor's land, said point being coincident with the southerly right-of-way line Gentile Street, and N89°27'20"W 14.00 feet from the Northwest Corner of Parcel 4, Fort Lane Village Amended as recorded as Entry Number 2955022 in Book 6568 at Page 338 in the Office of the Davis County Recorder, said point also being S00°32'40"W 73.00 feet and S89°27'20"E 62.45 feet from the North Quarter Corner of said Section 28 and running thence along said northerly boundary line S89°27'20"E 14.00 feet; thence S00°32'40"W 214.78 feet; thence S89°27'20"E 323.68 feet to a point on the easterly boundary line of the Grantor's land, coincident with the Westerly right-of-way line of Fort Lane; thence S00°47'13"W 14.00 feet along said boundary line; thence N89°27'20"W 167.05 feet; thence S00°32'59"W 111.40 feet; thence N88°37'02"W 24.00 feet; thence N00°32'59"E 111.05 feet; thence N89°27'20"W 146.57 feet; thence N00°32'40"E 228.78 feet to the POINT OF BEGINNING.

Exhibit D

Site Plan of Fort Lane Property and CVS Parcel
Showing Easement Area
[attached]

EXHIBIT 'D'

(ACCESS EASEMENT)

