

PIN 11477
Project: S-0108(33)4
102 B: E
TAX ID: 12-052-0024

Prepared by and when recorded return to:

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

E 3040132 B 6833 P 322-332
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
08/22/2017 12:13 PM
FEE \$0.00 Pgs: 11
REC'D FOR UTAH DEPARTMENT OF
TRANSPORTATION

ACCESS EASEMENT AND MAINTENANCE AGREEMENT

This ACCESS EASEMENT AND MAINTENANCE AGREEMENT (this "Agreement") is made as of this 4th day of May, 2017, by and between **ROSEWOOD TOWNHOUSE, L.L.C.**, a Utah limited liability company ("Rosewood"), and **UTAH CVS PHARMACY, L.L.C.**, a Utah limited liability company ("CVS") (Rosewood and CVS are sometimes hereinafter referred to singularly as a "Party" and collectively as the "Parties").

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

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

WHEREAS, as a condition of its access approval from the Utah Department of Transportation ("UDOT"), CVS entered into that certain Agreement for Future Cross-Access Easements dated September 8, 2016, recorded September 15, 2016 as Entry No. 2966347 in Book 6601 at Page 852, Official Records of Davis County, Utah (the "Future Access Agreement"), wherein CVS agreed that its access to 2000 West may be relocated as agreed in the Future Access Agreement (the "Relocated 2000 West Access") upon the terms and conditions set forth therein; and

WHEREAS, one of the conditions of the Relocated 2000 West Access is a mutually agreeable easement executed by Rosewood and CVS with respect to the easement area described on Exhibit C and shown on Exhibit D (the "Rosewood Easement Area"); and

WHEREAS, Rosewood wishes to grant CVS an access and maintenance easement over the Rosewood Easement Area and the Parties wish to memorialize the terms of the easement agreed to by and between the Parties; and

WHEREAS, the Parties desire to set forth maintenance provisions regarding the driveway within the Rosewood 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) Rosewood hereby 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 (the "Easement"), appurtenant to the CVS Parcel, for pedestrian and vehicular ingress and egress, but not for parking, between the CVS Parcel and 2000 West over and across driveways, roadways, walkways, sidewalks and all similar facilities located within the Rosewood Easement Area. No gate, barrier or other obstruction shall be erected or permitted to remain over any portion of the Rosewood Easement Area, and no use shall be made of the Rosewood 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 Rosewood 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 Driveway within the Easement Area. 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 driveway within the Rosewood Easement Area.

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 to 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 Rosewood, to: Rosewood Townhouse, L.L.C.
49 North Main Street
Farmington, UT 84025

with a copy to:

N/A

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. 10927

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]

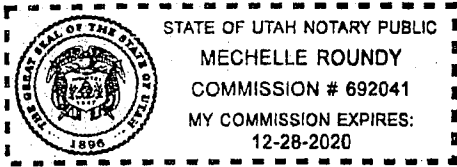
EXECUTED as of the date set forth above.

ROSEWOOD TOWNHOUSE, L.L.C.,
a Utah limited liability company

By: 
Name: Jerry Preston
Title: Managing Member


STATE OF UTAH)
COUNTY OF Davis) ss

The foregoing instrument was acknowledged before me this 4 day of May, 2017, by Jerry Preston as Managing Member of ROSEWOOD TOWNHOUSE, L.L.C., a Utah limited liability company, on behalf of the limited liability company.



Mechelle Roundy
Notary Public
My Commission Expires: 12/28/2020

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


By: 
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 6 day of July, 2017.


Notary Public

My commission expires: 5/25/2020

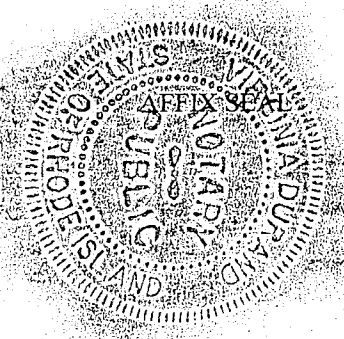


Exhibit A

Rosewood Property

All that certain property situated in the City of Syracuse, Davis County, Utah described as follows:

Beginning at a point 297.0 feet North and 123.0 East from the Southwest corner of Section 10, Township 4 North, Range 2 West, Salt Lake Meridian, in the City of Syracuse, and running thence East 273.0 feet; thence North 208.0 feet; thence West 24 rods; thence South 148.0 feet; thence East 123.0 feet; thence South 60 feet to the point of beginning.

The following is shown for information purposes only: Tax ID No. 12-052-024.

Exhibit B

CVS Property

All that certain property situated in the City of Syracuse, Davis County, Utah described as follows:

Lots 1 and 2 of CVS Plaza Subdivision as shown on the official plat thereof, filed for record September 15, 2016 as Entry No. 2966846 in Book 6601 at Page 187, Official Records of Davis County, Utah.

Exhibit C

Easement Area

A tract of property situate in the Southwest Quarter of the Southwest Quarter of Section 10, , Township 4 North, Range 2 West, Salt Lake Base and Meridian, in Davis County, Utah being more particularly described as follows:

Beginning at the intersection of the easterly highway right of way line of SR-108 (2000 West Street) and the southerly boundary line of said entire tract, which point is 357.00 feet NORTH along the section line and 60.18 feet EAST from the southwest corner of said Section 10; and running thence N.01°15'36"W. 40.08 feet; thence N.89°20'08"E. 57.30 feet; thence S.00°34'08"E. 40.73 feet; thence West 56.82 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

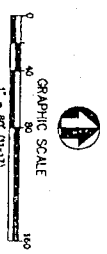
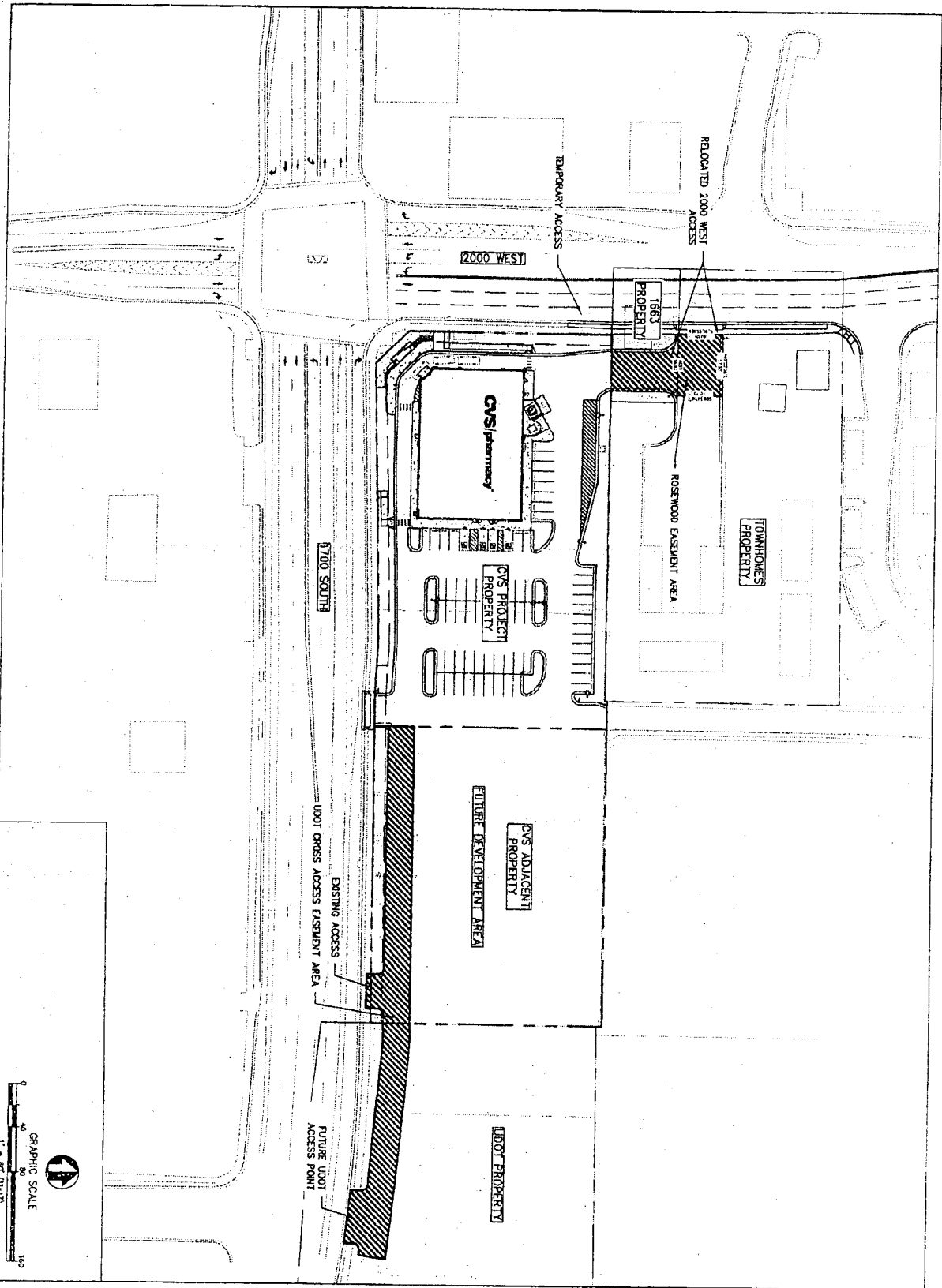
The above described part of an entire tract contains 2305 square feet in area or 0.053 acres.

(Note: Rotate above bearings 0°30'17" clockwise to equal Highway bearings)

3040132
BK 6833 PG 330

Exhibit D

**Site Plan of Rosewood Property and CVS Parcel
Showing Easement Area
[attached]**



<p>CVS Pharmacy</p> <p>NORTHERN 1003 CENTER CHAMBER DR/1E-7140 STORE NUMBER: XXXXX 1700 SOUTH & 2000 WEST ROSELAKE, UTAH 84062 DEVELOPER: SI PROJECT NUMBER: 85013</p>	<p>P S O M A S INCORPORATED 1001 S. 1000 E. SUITE 100 MIDvale, UT 84044 TEL: 801-972-0000</p>	<p>DEVELOPER: BOOS ENVIRONMENTAL CONSULTANTS 1001 S. 1000 E. SUITE 100 MIDvale, UT 84044 TEL: 801-972-0000</p>	<p>CONSULTANT:</p>
	<p>CIVIL ENGINEER</p>	<p>SEAL:</p>	<p>REVISIONS: 1/24/17 2000 W ACCESS CHANGE</p>
<p>DATE: APRIL 12, 2017 JOB NUMBER: 85013013A TITLE: EXHIBIT D</p>	<p>DRAWING BY: LTV DATE: APRIL 12, 2017 JOB NUMBER: 85013013A TITLE: EXHIBIT D</p>	<p>SHEET NUMBER: 1 OF 1</p>	<p>CONSULTING: NOT RELEASED FOR CONSTRUCTION</p>

EXHIBIT "D"

