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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
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12-865-0002
12-052-0043
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12-052-0159

AGREEMENT FOR FUTURE CROSS-ACCESS EASEMENTS

This Agreement for Future Cross-Access Easements (this "Agreement") is entered into this 8th day of SEPTEMBER 2016 by Utah CVS Pharmacy, L.L.C., a Utah limited liability company ("Property Owner") at the request of the Utah Department of Transportation ("UDOT").

RECITALS

WHEREAS, Property Owner has received access approval from UDOT ("UDOT Access Approval") to improve its property with the construction of a CVS Pharmacy (the "Project") located at 1982 West 1700 South, in the City of Syracuse, County of Davis, State of Utah (the "CVS Project Property"), which property is shown on the plan attached hereto as Exhibit B (the "Future Access Plan") and legally described as follows:

See Exhibit A attached hereto and incorporated herein

WHEREAS, UDOT owns the property located at 1663 South 2000 West and legally described on Exhibit A-1 (the "1663 Property") which is immediately to the north of the CVS Project Property; and

WHEREAS, the property located at 1609 South 2000 West and lying immediately north of the CVS Project Property and to the north and east of the 1663 Property, which property is legally described on Exhibit A-2 attached hereto and incorporated herein (the "Townhomes Property") is currently owned by Rosewood Townhouse, L.L.C. ("Rosewood"); and

WHEREAS, as a condition of the UDOT Access Approval and subject to the conditions herein, Property Owner may agree to relocate its access onto 2000 West from the right in/right out curb cut in the northwestern corner of the CVS Project Property, as shown on the Future Access Plan (the "Temporary Access"), to a driveway running through the east half (1/2) of the 1663 Property and continuing through a portion of the Townhomes Property as shown on the Future Access Plan, subject to the terms and conditions set forth herein (the "Relocated 2000 West Access"); and

WHEREAS, in order to allow for the construction, use and maintenance of the Relocated 2000 West Access as set forth herein, UDOT will need to (i) convey, for nominal consideration, the east half (1/2) of the 1663 Property to Property Owner, and (ii) to obtain an access easement and temporary construction easement from the owner of the Townhomes Property for the benefit of Property Owner in the location shown as "Townhomes Easement Area" on the Future Access Plan (the "Townhomes Easement"); and

WHEREAS, Property Owner owns the property adjacent to the eastern boundary of the CVS Project Property, which property is located at 1900 West 1700 South and is legally described in Exhibit A-3 attached hereto and incorporated herein (the "CVS Adjacent Property", collectively with the CVS Project Property, the "CVS Properties"); and

WHEREAS, if, prior to the paving of the parking area for the Project, (i) UDOT obtains the Townhomes Easement from Rosewood or the then current owner of the Townhomes Property, and (ii) UDOT conveys the east half (1/2) of the 1663 Property to Property Owner, Property Owner will construct the Relocated 2000 West Access across the east half (1/2) of the 1663 Property and the Townhomes Property for access from the CVS Properties to 2000 West; and

WHEREAS, UDOT owns two parcels of land lying to the east of the CVS Adjacent Property, located at 1862 & 1826 West 1700 South and legally described on Exhibit A-4 attached hereto and incorporated herein (the "UDOT Property"); and

WHEREAS, UDOT may develop the UDOT Property with a full access driveway providing access from the CVS Adjacent Property across the UDOT Property and onto West 1700 South as shown on the Future Access Plan attached hereto (the "Future UDOT Access Drive"); and

WHEREAS, at such time as UDOT develops the Future UDOT Access Drive, UDOT and Property Owner will enter into an easement agreement for cross access in the area shown on the Future Access Plan (the "UDOT Cross Access Easement") on mutually satisfactory terms; and

WHEREAS, once the Future UDOT Access Drive is constructed and the UDOT Cross Access Easement is documented in the Official Records of the Davis County, Utah Recorder (the "Official Records"), the existing curb cut on the CVS Adjacent Property will be closed; and

WHEREAS, the purpose of the Relocated 2000 West Access and the Townhomes Easement is to allow traffic to flow to and from the CVS Properties and the Townhomes Property through one entrance onto 2000 West so as to relieve congestion and to create less traffic hazards; and


WHEREAS, the purpose of the Future UDOT Agreement, as hereinafter defined, is to allow traffic flow between the CVS Properties and the UDOT Property and to enable the closing of one entrance onto 1700 South so as to relieve congestion and to create less traffic hazards.

NOW THEREFORE, it is hereby agreed as follows:

1. In fulfillment of the requirements imposed as a condition of the UDOT Access Approval, Property Owner hereby agrees to construct the Relocated 2000 West Access if the following conditions are met at least two (2) weeks prior to commencement of the paving of the parking area on the CVS Project Property (the "Paving Deadline"), which date will be specified by written notice from Property Owner to UDOT:
 - (a) UDOT obtains the Townhomes Easement from Rosewood or the then current owner of the Townhomes Property, the terms of which shall be mutually agreeable to all parties, consented to by any lender holding a mortgage on the Townhomes Property and memorialized by a document (the "Townhomes Easement Agreement") recorded with the Official Records; and
 - (b) UDOT conveys the east half (1/2) of the 1663 Property to Property Owner for nominal consideration by a Grant Deed recorded in the Official Records.
2. If the conditions in Section 1 are not met prior to the Paving Deadline, Property Owner will construct the Temporary Access at its cost and Property Owner shall have no obligation to construct or contribute toward the cost of construction of the Relocated 2000 West Access.
3. At such time as the Relocated 2000 West Access is constructed in accordance with Section 1 below, the Townhomes Easement Agreement is recorded and the east half (1/2) of the 1663 Property is conveyed to Property Owner, Property Owner agrees that UDOT may close the Temporary Access.

4. Construction of the Relocated 2000 West Access shall be in accordance with all governmental regulations and accepted engineering practices and completed in a workmanlike manner.
5. When Property Owner develops the CVS Adjacent Property, Property Owner shall utilize the existing right in/right out curb cut for access onto West 1700 South (the "Existing Access"). In the future, after the construction of the UDOT Access Drive by the owner of the UDOT Property at no cost or expense to the owner(s) of the CVS Properties, and upon demand by UDOT, Property Owner will enter into an easement agreement with the owner of the UDOT Property wherein Property Owner will grant cross-access over the portion of the UDOT Cross Access Easement located on the CVS Adjacent Property for the benefit of the UDOT Property in the approximate location shown on the Future Access Plan, and the owner of the UDOT Property will grant cross-access over the portion of the UDOT Cross Access Easement located on the UDOT Property in the approximate location shown on the Future Access Plan for the benefit of the CVS Properties. The rights and obligations of the Property Owner and the owner of the UDOT Property with respect to the UDOT Cross Access Easement shall be mutually agreeable to both parties and shall be memorialized by a document recorded with the Official Records (the "Future UDOT Agreement"). After construction of the UDOT Access Drive and the recording of the Future UDOT Agreement, UDOT may close the Existing Access from the CVS Adjacent Property to West 1700 South.
6. At such time as the Future UDOT Access Drive is completed and upon receipt of a written request from UDOT, Property Owner agrees to draft the Future UDOT Agreement and, once it is in a form satisfactory to the owner of the UDOT Property and Property Owner, it shall be executed and recorded in the Official Records.
7. Property Owner agrees to make the necessary improvements to the CVS Adjacent Property to allow the ingress and egress as set forth herein within a reasonable time after the recording of the UDOT Cross Access Easement.
8. The easements to be created shall burden and benefit the parcels. The easements shall run with the land and shall be binding on and shall inure to the benefit of the property owners, their respective heirs, successors or assigns. The easements appurtenant to the CVS Properties shall be insurable by Property Owner's title insurance company at ordinary rates.
9. The Townhomes Easement Agreement and the easements to be created by the Future UDOT Agreement shall continue in effect until expressly terminated by written agreement between the parties, their successors, or their assigns. Any agreement to terminate or modify the Townhomes Easement Agreement or the Future UDOT Agreement shall be approved in writing by UDOT.
10. Property Owner agrees to maintain the easement areas that will be located on the CVS Properties in a reasonable manner and at its sole expense, except in the event of damage caused by the negligence or wilful misconduct of the other owners, their customers, tenants, invitees and/or employees, which shall be governed by the terms of the Townhomes Easement Agreement or the Future UDOT Agreement, as applicable.
11. Any violation or breach of this Agreement shall be considered a breach of the UDOT Access Approval, and UDOT shall have the authority to enforce this Agreement in any manner permitted by law.
12. This Agreement shall be recorded with the Official Records.

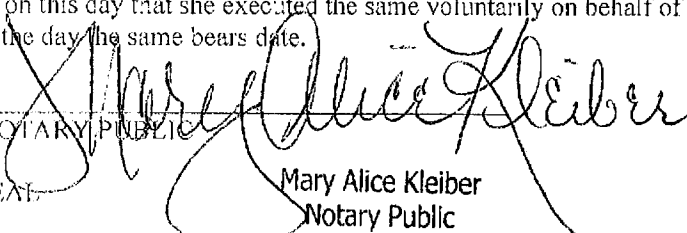
UTAH CVS PHARMACY, L.L.C., a Utah limited liability company

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

Legal Approval: Maryann Civitello, Mintz Levin

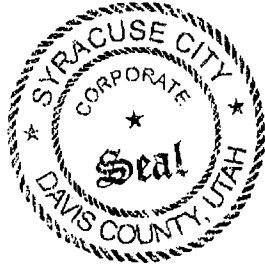
STATE OF RHODE ISLAND)
 : ss.
COUNTY OF PROVIDENCE)

On the 30 day of August, 2016, before me, the undersigned notary public, personally appeared Cheryl A. Green, personally known to the notary to be the person whose name is signed on the foregoing instrument as Assistant Secretary of UTAH CVS PHARMACY, L.L.C. and who acknowledged before me on this day that she executed the same voluntarily on behalf of UTAH CVS PHARMACY, L.L.C. on the day the same bears date.


NOTARY PUBLIC
Mary Alice Kleiber
Notary Public

AFFIX SEAL
My commission expires: State of Rhode Island
My Commission Expires 03/13/2020

SYRACUSE CITY, a Utah municipal corporation



By: T. Palmer
Name: Terry Palmer
Title: Mayor

State of Utah
County of Davis

On this 22nd day of August, in the year 2016, before me Jody Peeters (notary public name) a notary public, personally appeared Terry Palmer (name of document signer), proved on the basis of satisfactory evidence to be the person(s) whose name(s) is (is/are) subscribed to this instrument, and acknowledged he (he/she/they) executed the same.
Witness my hand and official seal

(Seal) [Signature] Notary Public

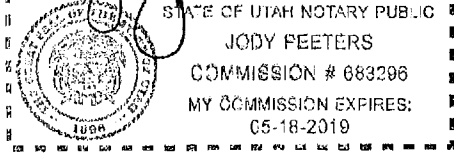


EXHIBIT A

CVS Project Property Description

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

Lot 1 of CVS Plaza Subdivision according to the official plat thereof, filed for record September 15, 2016 as Entry No. 2966246 in Book 6601 at Page 187, in the office of the Davis County Recorder.

Tax ID No. 12-865-0001

EXHIBIT A-1

1663 Property Description

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

Beginning at a point 4.50 chains North from the Southwest corner of Section 10, Township 4 North, Range 2 West, Salt Lake Meridian; thence North 60 feet; thence East 123 feet; thence South 60 feet; thence West 123 feet to the point of beginning.

The following is shown for information purposes only: Tax ID No. 12-052-043.

EXHIBIT A-2

Townhomes Property Description

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 A-3

CVS Adjacent Property Description

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

Lot 2 of CVS Plaza Subdivision according to the official plat thereof, filed for record September 15, 2016 as Entry No. 2966246 in Book 6601 at Page 187, in the office of the Davis County Recorder.

Tax ID No. 12-865-0002

EXHIBIT A-4

UDOT Property Description

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

Parcel 1 (1862 West 1700 South):

A tract of land in fee, being all of an entire tract of property, situate in the Southwest 1/4 Southwest 1/4 of Section 10, Township 4 North, Range 2 West, Salt Lake Base and Meridian. The boundaries of said tract of land are described as follows:

Beginning at a point 696.30 feet (Record 10.55 chains) East from the Southwest corner of said Section 10, and running thence North 33.00 feet; thence West 7.45 feet; thence North 261.11 feet; thence East 81.70 feet; thence South 294.11 feet, more or less, (Record 4.444 chains) to the Section line; thence West 74.25 feet (Record 1.125 chains) to the point of beginning.

The following is shown for information purposes only: Tax ID No. 12-052-0052.

Parcel 2 (1826 West 1700 South):

A tract of land in fee, being all of an entire tract of property, situate in the Southwest 1/4 Southwest 1/4 of Section 10, Township 4 North, Range 2 West, Salt Lake Base and Meridian. The boundaries of said tract of land are described as follows:

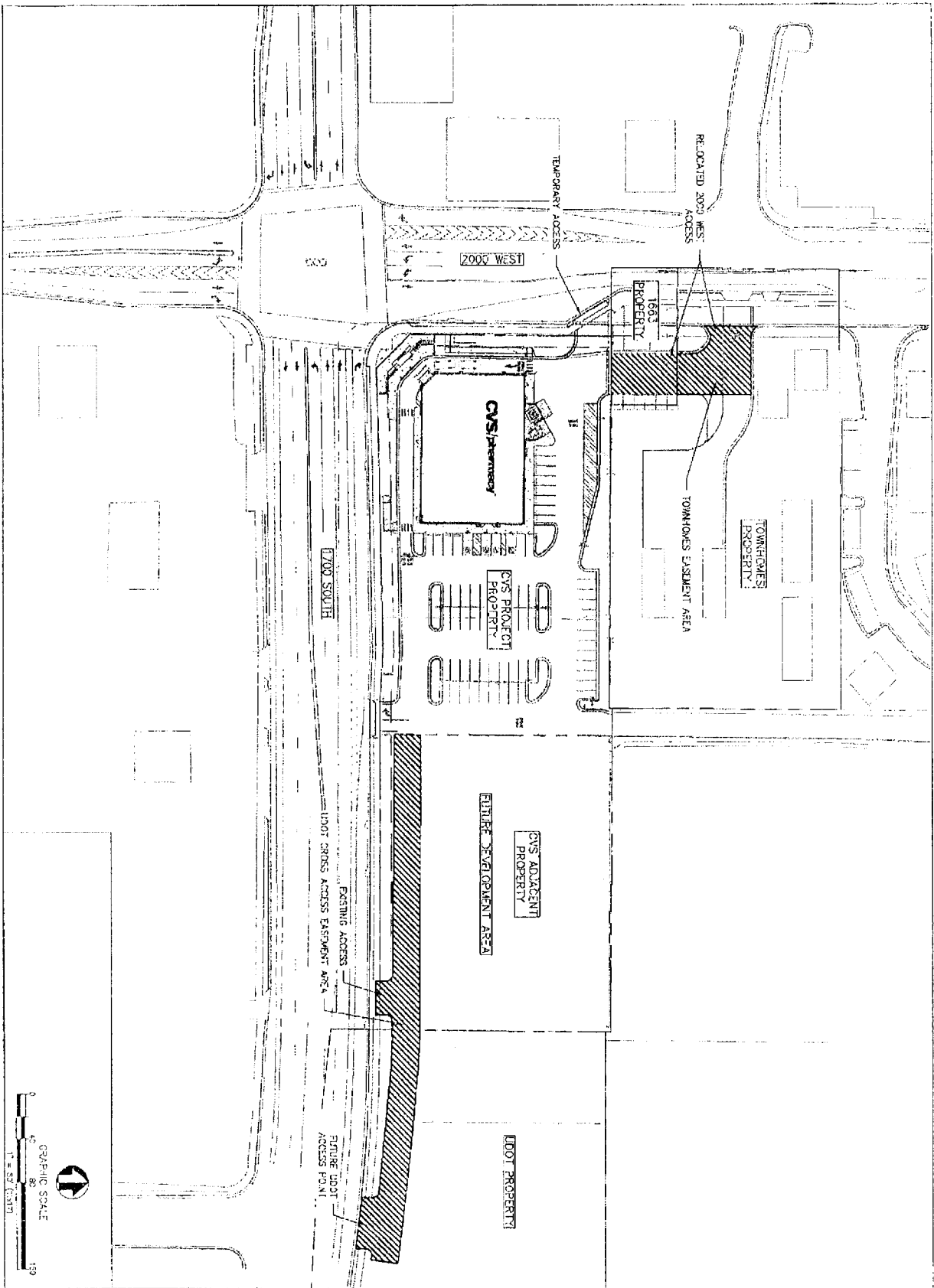
Beginning at the intersection of the West boundary of said entire tract and the Northerly right of way line of SR-108 of said project, which point is 770.55 feet South 89°40'57" East along the section line and 85.27 feet North 00°19'03" East from the Southwest corner of said Section 10, said point also being 55.00 feet radially distant Northerly from the centerline of said project, opposite approximately Engineers Station 44+18.82; and running thence North 00°19'03" East 208.77 feet along said West boundary line to the Northerly boundary line of said entire tract; thence South 89°40'57" East 226.05 feet along said Northerly Boundary line to the Easterly boundary line of said entire tract; thence South 00°19'03" West 235.84 feet along said Easterly boundary line to said Northerly right of way line; thence North 79°40'57" West 29.82 feet to the point of tangency of a 1,555.00 foot radius curve to the left; thence Westerly 198.03 feet along the arc of said curve (chord bears North 83°19'51" West 197.89 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 following is shown for information purposes only: Tax ID No. 12-052-0159.

EXHIBIT B

[Plan Showing Location of Future Access Easements]

Attached.



<p>CVS pharmacy</p> <p>NORTHERN I-805 CENTER CHAVEZ DRIVE 7TH FL. STREET NUMBER: 3000X 720 9TH S 200 W PROJECT # RSL 716</p>	<p>03 PROJECT NUMBER: 86023</p>
	<p>CML ENGINEER</p>
<p>PSOMAS</p> <p>1000 La Jolla Village Drive, Suite 100 San Diego, CA 92161 619 594-1177 619 594-1166 FAX</p>	<p>CONSULTANT</p>
<p>DEVELOPER</p> <p>BOOS</p> <p>1000 La Jolla Village Drive, Suite 100 San Diego, CA 92161 619 594-1177 619 594-1166 FAX</p>	<p>SEAL:</p>
<p>REVISIONS:</p> <p>1/28/16 2020 W 4200 ST CHANGE</p>	<p>DATE: JANUARY 28, 2016</p> <p>JOB NUMBER: 80251928</p> <p>TYPE: EXHIBIT B</p> <p>PROJECT NUMBER: FUTURE ACCESS PLAN</p> <p>SHEET NUMBER: 1 OF 1</p>
<p>COMMENTS:</p> <p>NOT RELEASED FOR CONSTRUCTION</p>	