

When recorded mail to:
Syracuse City
1979 West 1900 South
Syracuse, UT 84075

GRANT OF PUBLIC ACCESS, UTILITY & PARKING EASEMENT

1. Public Access and Utility Easement.

a. **Grant of Easement.** UTAH CVS PHARMACY, L.L.C., a Utah limited liability company, Grantor, hereby grants and conveys to Syracuse City, a Utah municipal corporation, Grantee, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, a certain non-exclusive perpetual public access and utility easement upon and across a portion of the premises of the Grantor's property in Davis County, State of Utah, twenty-four feet (24') in width (the "**Public Access and Utility Easement**"), for access to property located at approximately 1900 West 1600 South, Syracuse, Utah 84075 (a public park currently known as "**Founders Park**") and maintenance of an underground storm drain line over that certain portion of Grantor's property shown on that certain plat of CVS Plaza Subdivision recorded on SEPTEMBER 15, 2016 #2966246 with the Davis County Recorder in Book 4601, Page 187, and more fully described as follows:

A parcel of land located in the Southwest Quarter of Section 10, Township 4 North, Range 2 West, Salt Lake Base and Meridian, Syracuse City, Davis County, Utah, said parcel being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 10; thence South 89°40'57" East 398.56 feet along the south line of said section 10; thence perpendicularly North 00°19'03" East 86.12 feet to a point on the Northerly Right of Way of 1700 South Street; said point being the POINT OF BEGINNING; thence North 00°16'43" East 213.19 feet; thence South 89°40'57" East 24.00 feet; thence South 00°16'43" West 212.90 feet to the Northerly Right of Way of 1700 South Street; thence coincident with said Northerly Right of Way; Westerly 24.00 feet along the arc of a 10,055.00 foot radius curve to the left (chord bears South 57°36'05" West 24.00 feet) through a central angle of 0°08'12" to the POINT OF BEGINNING;

Contains 5,113 square feet, 0.117 acres.

TAX ID NO. 12-265-0001

b. The Public Access and Utility Easement hereby granted consists of a perpetual right of ingress and egress, including the right, but not the obligation, to enter and perform maintenance and construction necessary to maintain such ingress and egress.

c. Grantor shall install an underground storm drain line within the Public Access and Utility Easement at its cost and expense. The Public Access and Utility Easement hereby granted consists of a perpetual right and obligation for the City to perform necessary maintenance on the storm drain line at the City's cost and expense. The City hereby agrees to (a) use commercially reasonable efforts to minimize any disruption to or interference with the operation of any business upon the Grantor's property (including, but not limited to, the City agreeing not to block access to and from the Grantor's property for Grantor's customers or invitees or to impede their parking on the property during business hours when possible), (b) diligently pursue any work to completion once commenced, (c) fully restore as near as reasonably possible to its former state all land and facilities of Grantor affected by such maintenance and repair at no cost to Grantor, and (d) provide written notice to Grantor at least ten (10) days prior to any expected maintenance and/or repair, unless occasioned by an emergency situation.

2. Parking Easement.

a. **Grant of Easement.** Grantor hereby grants and conveys to Grantee a perpetual non-exclusive easement and right to use, free of charge, those parking spaces designated as "**Easement Parking Spaces**" on Exhibit A, attached hereto and incorporated herein by this reference (the "**Parking Easement**"), for the purpose of the occasional parking of passenger vehicles only during events held at Founders Park. The Parking Easement shall be appurtenant to and for the benefit of Grantee's property, which is described on Exhibit B, attached hereto and incorporated herein by this reference (the "**Grantee Property**"). The Parking Easement may be used for parking by Grantee's guests and attendees and other uses incident thereto, and for no other purpose.

b. The Parking Easement hereby granted includes all rights of ingress and egress necessary or convenient for the full and complete use and enjoyment of the easement granted and all rights and privileges incident thereto for Grantee's use or enjoyment of the Parking Easement, including the right to post and maintain signs identifying the Easement Parking Spaces pursuant to Section 2(c) below.

c. Grantee agrees to use reasonable efforts, including but not limited to posting and maintaining signs identifying the Easement Parking Spaces within the Parking Easement, to monitor and control the use by its guests and attendees of the Easement Parking Spaces so as to minimize any disruption to or interference with customers and invitees or the operation of any business upon the Grantor's property. Grantor reserves the right to use all parking spaces at all times.

d. In no event shall Grantee or its guests or attendees park boats or personal watercraft, trailers, buses, campers, recreational vehicles, utility trailers, commercial vehicles

(other than automobiles, light weight vans, pickup trucks and similar vehicles) or oversized vehicles in the Easement Parking Spaces or on the Grantor's property.

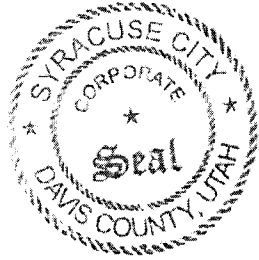
e. Grantee shall provide written notice to Grantor at least ten (10) days prior to the expected use of the Easement Parking Spaces.

f. Grantee agrees to cooperate with Grantor to resolve any problems arising from the use of the Easement Parking Spaces by Grantee, its guests or attendees.

3. **Termination.** In the event that the use of the Grantee Property should cease to be as a public park, or should otherwise change in such a manner as to substantially change the nature or enlarge the scope of the use of the easements granted herein, this Agreement, and the rights and obligations created hereby, with the exception of the Public Access and Utility Easement, may be terminated by Grantor, at its option, by a written instrument executed by Grantor and recorded in the records of Davis County.

DATED this 8TH day of SEPTEMBER, 2016.

(signature appears on next page)



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) Jody Peeters Notary Public

STATE OF UTAH NOTARY PUBLIC
JODY PEETERS
COMMISSION # 603299
MY COMMISSION EXPIRES:
05-18-2019

EXHIBIT A
[Depiction of Easement Parking Spaces]

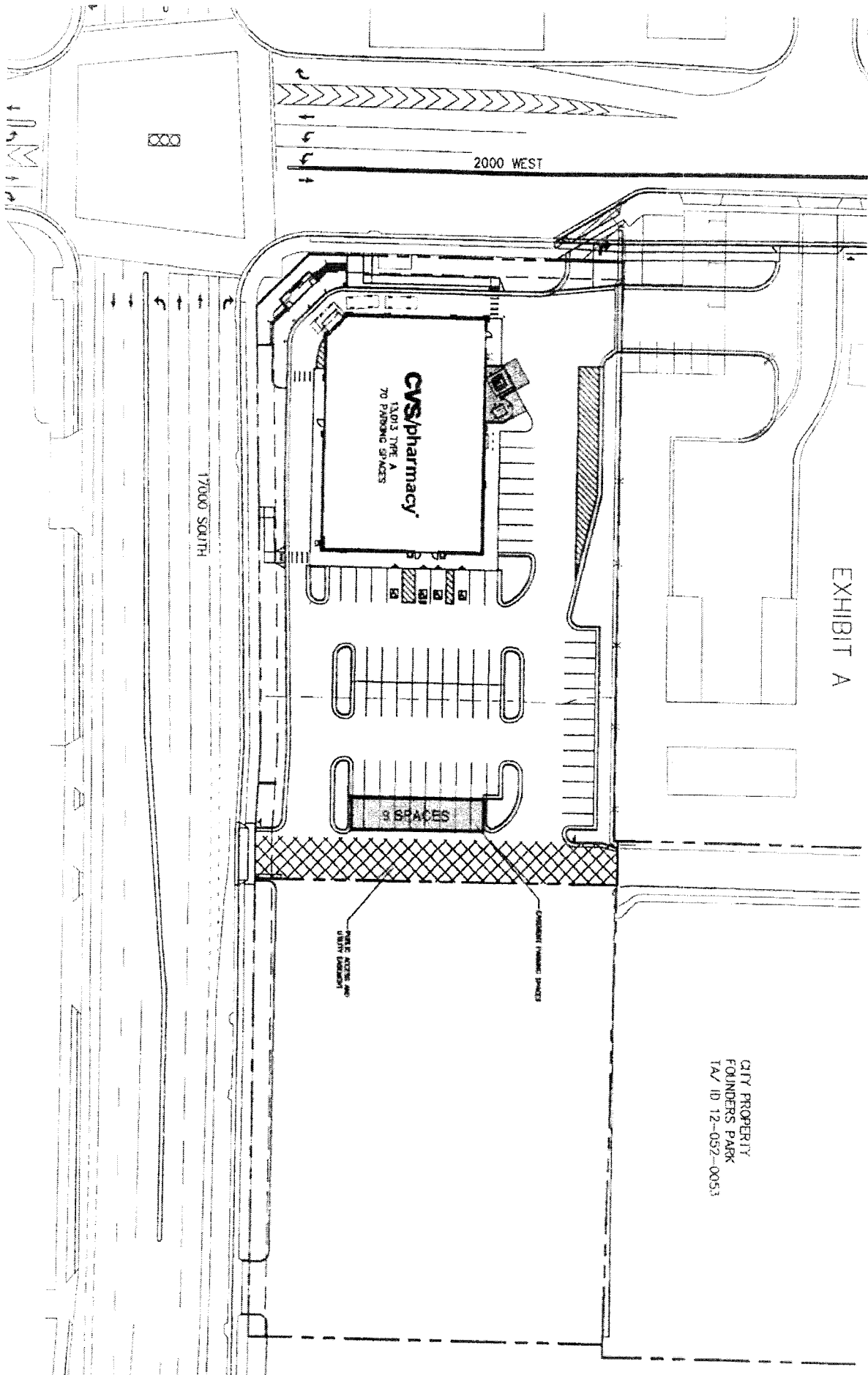


EXHIBIT A

CITY PROPERTY
FOUNDERS PARK
TA/ ID 12-052-0053

EXHIBIT B

[Description of Grantee's Property]

Syracuse City Property (Parcel #12-052-0053)

Beginning at a point North 00°09'42" East 297 feet along the section line and North 89°58'46" East 396 feet and North 00°09'42" East 2.30 feet from the Southwest corner of Section 10, Township 4 North, Range 2 West, Salt Lake Base and Meridian and running thence North 00°09'42" East 548.60 feet to a point North 89°58'35" East 396 feet and South 00°09'42" West 472.989 feet from the Northwest corner of the Southwest Quarter of the Southwest Quarter of Section 10; thence North 89°58'35" East 300.3 feet; thence South 00°09'42" West 553.71 feet; thence South 89°58'46" West 7.45 feet; thence North 00°09'42" East 5.19 feet; thence South 89°58'46" West 292.85 feet to the Point of Beginning.

Contains 3.783 Acres