

Upon Recording MAIL TO:
Riverdale RDA
4600 South Weber River Dr.
Riverdale, UT 84405
Tel. 801-394-5541



W2969236

EH 2969236 PG 1 OF 4
LEANN H KILTS, WEBER COUNTY RECORDER
11-MAR-19 3:14 PM FEE \$1.00 DEP TN
REC FOR: RIVERDALE CITY

SHARED ACCESS & UTILITY EASEMENT DEDICATION

KNOWN BY ALL MEN, that Riverdale City a Utah City and the Riverdale City Redevelopment Agency Incorporated under the laws of the State of Utah, whose respective address is 4600 South Weber River Dr. Riverdale City, Utah, owner of the property (as described on the attached Exhibit A), as attached hereto promises and obligations recited below, hereby covenant and agree as follows:

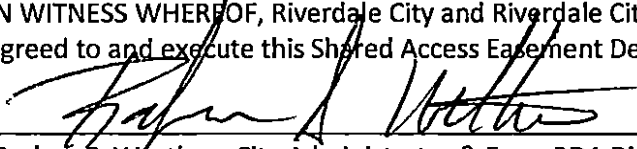
1. That a Shared Access Easement for the benefit of adjacent land owners and successors, assigns, in respect to the use of the property described herein, as a Shared Access Easement for automobiles, pedestrians, and other motor vehicles, as described and depicted herein attached as Exhibit "A". This described area shall be known as the "Shared Access Easement Area".
2. That said Shared Access Easement Area is granted for and intended to promote better vehicular access and circulation to and from adjacent parcels to 500 West Street and of the properties within the 500 West Redevelopment Area and Riverdale Road Redevelopment Area.
3. Use of Shared Access Easement. The purpose of the Shared Access Easement is to provide year-round vehicular access to and from the adjacent property by the Easement Holder, its agents and personnel. In addition, above ground and underground utilities may be installed within the Shared Access Easement Area. Nothing in this Shared Access Easement is intended to prohibit use of the Shared Access Easement by the Landowner which herein is the Redevelopment Agency of Riverdale City or its designee or assignee, provided such use does not interfere with the use of the Shared Access Easement by adjacent landowner(s).
4. This Shared Access Easement may not be modified, amended or terminated except by execution and recording of a written instrument signed by both Riverdale City and the Riverdale City Redevelopment Agency.
5. Improvements. The Shared Access Easement Holder shall have the right, but not the obligation, to construct, at its expense, improvements upon the Shared Access Easement Property to make the Easement Property suitable for vehicular and pedestrian use and/or other uses including but not limited to public service utilities, underground or above ground public utilities and appurtenances as determined by the landowner or the City of Riverdale Utah.
6. Maintenance. The Shared Access Easement Holder shall be responsible for maintaining the Easement Property and associated utility easement to the extent necessary for the uses described herein.
7. Obstructions to Use of the Easement Property. No person permitted to use the Easement Property under the terms of this Shared Access Easement may utilize the Easement Property in a way that interferes with its use by any other person or entity permitted to use it. Any obstructions or impediments to the use of the Easement Property may be removed, without notice, by the Landowner and the cost of such removal shall be borne by the party causing or responsible for such obstruction.
8. Enforcement of Agreement. The Landowner shall have the right to legally enforce this Shared Access Easement, conditions, and restrictions set forth herein, by whatever actions legally available, including, without limitation, enjoining any violation or threatened violation hereof.

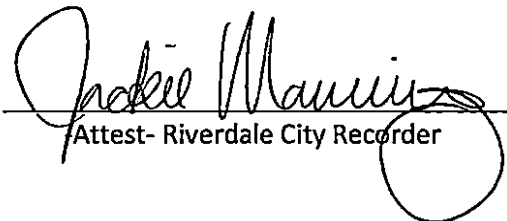
9. Successors. All of the terms, conditions, and obligations set forth in this Shared Access Easement shall inure to the benefit of and bind the Landowner and Easement Holder, and their respective personal representatives, successors, transferees and assigns, and shall continue as a servitude running in perpetuity with the Landowner's Property.

10. Severability. If any provision or specific application of this Shared Access Easement is found to be invalid by a court of competent jurisdiction, the remaining provisions or specific applications of this Shared Access Easement shall remain valid and binding.

11. Governing Law. This Access Easement shall be governed by and construed under the laws of the State of Utah.

IN WITNESS WHEREOF, Riverdale City and Riverdale City Redevelopment Agency as Landowner(s), has agreed to and execute this Shared Access Easement Dedication.


Rodger S. Worthen, City Administrator & Exec. RDA Director


Attest- Riverdale City Recorder

Notarization:

(STATE OF UTAH)
): SS
(COUNTY OF WEBER)

The foregoing instrument was signed and acknowledged before me 11 day of March 20 19 by Rodger S. Worthen, Riverdale City RDA Executive Director and City Administrator of the City of Riverdale, a Utah Municipal Corporation on their respective behalf.

Notary Public:

Weber County, Utah

Notary Stamp:

My commission expires: 03/03/2020


-Notary Public Signature-

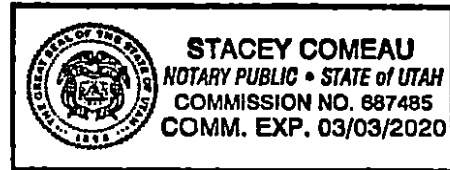


EXHIBIT "A"

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**Riverdale RDA
Shared Access Easement**

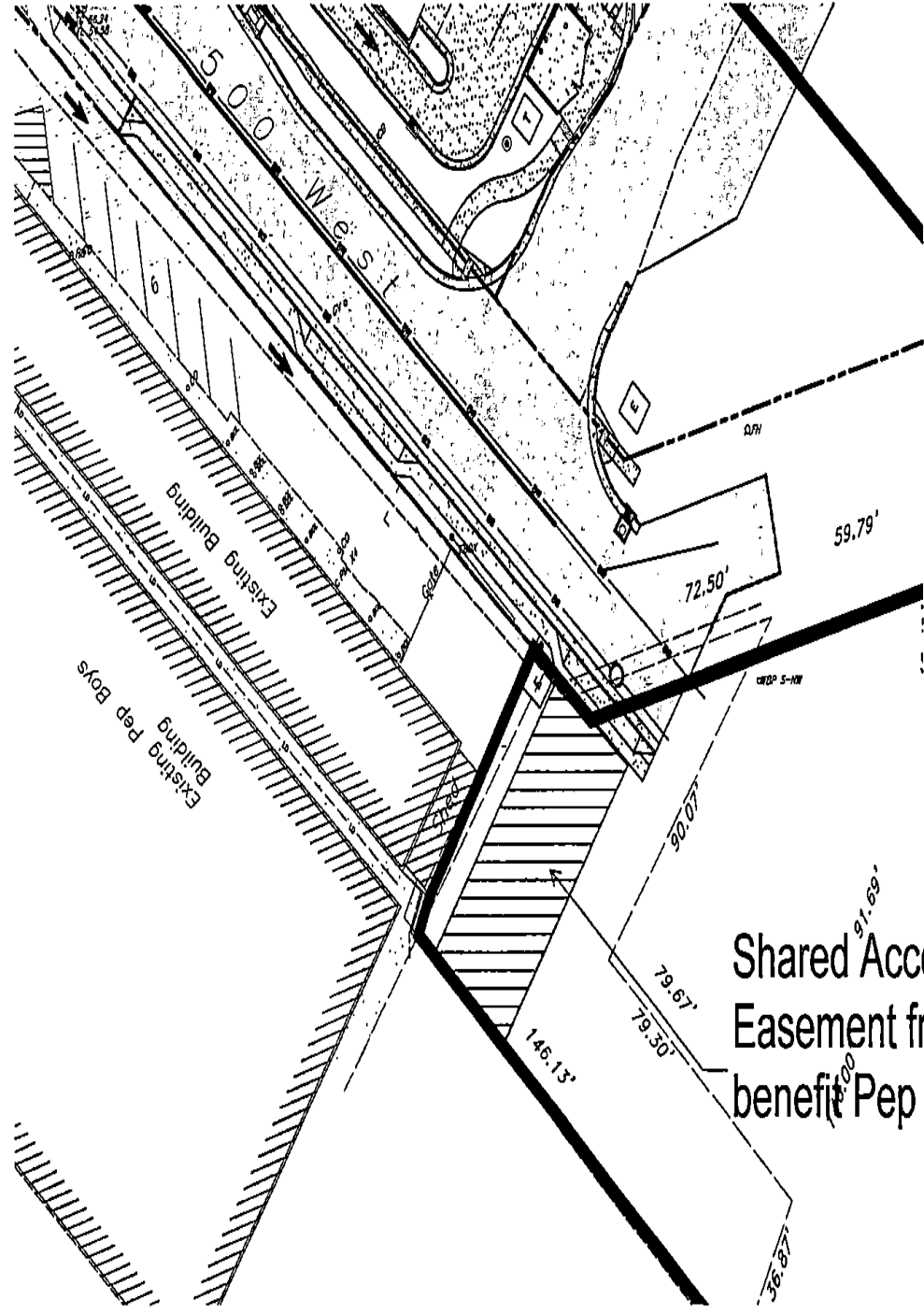
August 27, 2018

A part of the Northwest Quarter of Section 8, Township 5 North, Range 1 West, Salt Lake Base & Meridian, U.S. Survey in Weber County, Utah:

Beginning at a point on the Southerly Line of 500 West Street as it exists at 25.00 foot half-width located 753.31 feet South $89^{\circ}26'02''$ East along the Section Line; and 1711.37 feet South $0^{\circ}33'58''$ West from the Northwest Corner of said Section 8; and running thence South $53^{\circ}09'37''$ East 30.00 feet along said Southerly Line of 500 West Street; thence South $36^{\circ}16'31''$ West 71.89 feet to a common deed Line; thence North $51^{\circ}47'00''$ West 30.02 feet along said Line; thence North $36^{\circ}16'31''$ East 71.16 feet to the point of beginning.

Contains 2,146 sq. ft.

EXHIBIT "A"
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Shared Access
Easement from RDA to
benefit Pep Boys.