

WHEN RECORDED MAIL TO:
Riverside Technology Non-Profit
C/O Ogden City Recorder
2549 Washington Blvd.
2nd floor
Ogden, Utah 84401



03-040-0001 TO 0004 ✓
KC

DECLARATION OF ACCESS EASEMENT

THIS DECLARATION OF MUTUAL ACCESS EASEMENT is made this 10 day of August, 2004, by Riverside Technology Non-Profit, (herein called "Owner").

RECITALS:

WHEREAS, the Owner owns certain real property (herein called the "Property") more fully described on Exhibit A, attached and made part hereof, and

WHEREAS, the Property is in the process of being subdivided and platted with common driveway or access easements (herein called "Common Driveways"), the location and description of such shall be memorialized on the recorded subdivision plat of the Property and are described on Exhibit B, attached and made part hereof, and

WHEREAS, the Owner desires to establish a permanent mutual non-exclusive easement to run with the land for vehicular and pedestrian access to the respective subdivided lots adjacent to said Common Driveways, and

WHEREAS, in consideration of the mutual promises and obligations set forth herein providing for the creation, improvement and maintenance of said Common Driveways, the Owner declares as follows:

ESTABLISHMENT OF MUTUAL ACCESS EASEMENT

NOW, THEREFORE, Owner declares as follows:

1. The Owner hereby declares, conveys and establishes a permanent mutual non-exclusive easement for vehicular and pedestrian access to run with the land for the mutual benefit of the respective adjacent or lots and property, whether existing or subsequently established under paragraph 5, those certain Common Driveways depicted as access easements on the recorded subdivision plat known as the American Can Subdivision and as more fully described on Exhibit B, attached and made part hereof. The adjacent lots or property benefiting by such easement specifically includes Lots 2, 3 and 4, as currently established under such subdivision.
2. Each of the owners of the lots or property adjacent to and benefiting from the Common Driveways shall be responsible to share in the reasonable cost of all maintenance, repair and upkeep consistent with all applicable governmental standards at a minimum. All such costs shall be shared based on the comparative square footage of the lots or property benefiting from such easements or portions thereof.
3. The rights and responsibilities of the Owner shall be binding on the Owner and inure to the benefit and responsibility of Owner's respective assigns and successors in interest.
4. Any lot owner, now or in the future, or their assigns or successors in interest, shall have the right to enforce the mutual obligations contained herein by any action in law or

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DOUG CROFTS, WEBER COUNTY RECORDER
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REC FOR: OGDEN.CITY

equity, pursuant to the laws of the State of Utah and the prevailing party shall be entitled to recovery of costs and reasonable attorney fees occasioned thereby.

5. The owner hereby reserves the right to further subdivide the adjacent lots or property in a manner which may increase the number of lots benefiting from the Common Driveways. If additional lots are created, costs of maintenance, repair and upkeep shall be shared as provided in paragraph 2 above.

WITNESS the following duly authorized signature of the Owner the day and year set forth.

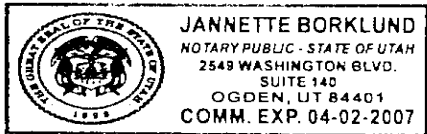
Riverside Technology, Non-Profit, a Utah Non-Profit Corporation

By: [Signature]
Name: JOE CORNWELL
Title: PRESIDENT
Date: 8/10/04

ACKNOWLEDGMENT

STATE OF UTAH)
 : ss
COUNTY OF WEBER)

On this 10th day of Aug, 2004, personally appeared before me, Joseph Cornwell and [Signature] whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that they are, respectively, the President and the [Signature] of Riverside Technology Non-Profit, a Utah Non Profit corporation, and that the foregoing document was signed by them on behalf of said corporation and acknowledged to me that said corporation executed the same.



Jannette Borklund
NOTARY PUBLIC

OGDEN CITY ACCEPTANCE

The easement conveyed herein, as such easement affects Lot 2 of the American Can Subdivision, is hereby accepted by Ogden City Corporation, a Utah municipal corporation, dated this 10th day of August, 2004.

ATTEST:

Gloria J. Berrett
City Recorder

APPROVED AS TO FORM:

Archie J. Schubert
City Attorney

Matthew R. Godfrey
Matthew R. Godfrey, Mayor



ACKNOWLEDGEMENT

STATE OF UTAH)
 :SS
COUNTY OF WEBER)

On this 10th day of August, 2004, personally appeared before me Matthew R. Godfrey and Gloria J. Berrett, who by me being duly sworn, on oath, did say that they are respectively the Mayor and City Recorder of Ogden City Corporation, and that the within and foregoing instrument was signed in behalf of said corporation, and that said corporation executed the same.

Deann Wallwork
NOTARY PUBLIC

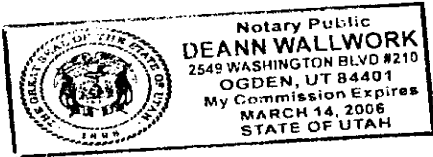


EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

All of Lots 3 and 4, American Can Subdivision, a recorded subdivision located in a part of Lot 14, Block 7, Five Acre Plat "A" and a part of Lot 1, Block 6, five Acre Plat "A", Ogden City, Weber County, Utah.

EXHIBIT "B"

LEGAL DESCRIPTION OF COMMON DRIVEWAYS

American Can – Access Easement 1

A part of Lot 14, Block 7 and a part of Lot 1, Block 6, Five Acre Plat "A", Ogden City Survey,
Ogden City,
Weber County, Utah.

having a Basis of Bearing between the monumented intersection of 21st Street & Lincoln Avenue
and the monumented intersection of 20th Street & Lincoln Avenue, which is North 01°18'26" East
758.66 feet,

more particularly described as follows:

Beginning at a point on the East right of way line of Lincoln Avenue, which is North 01°18'26"
East 611.43 feet and South 88°41'56" East 40.00 feet from the monumented intersection of 21st
Street & Lincoln Avenue;

Thence South 88°41'56" East 661.04 feet,

Thence South 01°18'04" West 20.00 feet,

Thence North 88°41'56" West 661.04 feet to the East right of way line of Lincoln Avenue,

Thence North 01°18'26" East 20.00 feet to the point of beginning.

American Can – Access Easement 2

A part of Lot 14, Block 7 and a part of Lot 1, Block 6, Five Acre Plat "A", Ogden City Survey,
Ogden City,
Weber County, Utah.

having a Basis of Bearing between the monumented intersection of 21st Street & Lincoln Avenue
and the monumented intersection of 20th Street & Lincoln Avenue, which is North 01°18'26" East
758.66 feet,

more particularly described as follows:

Beginning at a point on the East right of way line of Lincoln Avenue, which is North 01°18'26"
East 487.06 feet and South 88°41'56" East 40.00 feet from the monumented intersection of 21st
Street & Lincoln Avenue;

THENCE South 88°41'56" East 477.88 feet,

thence South 01°18'04" West 20.00 feet,
thence North 88°41'56" West 477.88 feet to the East right of way line of Lincoln Avenue,
thence North 01°18'26" East 20.00 to the point of beginning.

American Can – Access Easement 3

A part of Lot 14, Block 7 and a part of Lot 1, Block 6, Five Acre Plat "A", Ogden City Survey,
Ogden City,
Weber County, Utah.

having a Basis of Bearing between the monumented intersection of 21st Street & Lincoln Avenue
and the monumented intersection of 20th Street & Lincoln Avenue, which is North 01°18'26" East
758.66 feet,

more particularly described as follows:

Beginning at a point, which is North 01°18'26" East 412.12 feet and South 88°41'53" East 178.00
feet from the monumented intersection of 21st Street & Lincoln Avenue;

THENCE North 01°18'04" East 54.90 feet,
thence South 88°41'56" East 20.00 feet,
thence South 01°18'04" West 54.90 feet
thence North 88°41'53" 20.00 feet to the point of beginning.