

RETURNED

3153877  
BK 7242 PG 213

APR 10 2019

When Recorded, Mail To:

6926 S. 475 East

South Weber, Ut. 84405

GRANTOR

13-018-0084

Tax Parcel No. 13-020-0006

E 3153877 B 7242 P 213-219  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
04/16/2019 09:29 AM  
FEE \$22.00 Pgs: 7  
DEP RT REC'D FOR SOUTH WEBER CITY

(Space above for Recorder's use only)

### SHARED ACCESS AND EASEMENT AGREEMENT

THIS SHARED ACCESS AND EASEMENT AGREEMENT (this "Agreement") is entered into to be effective this 12 day of APRIL, 2019, by and between PETERSEN FARMS LLC, a Utah limited liability company ("Grantor"), and RITA A. FEUSTEL ("Grantee"). Grantor and Grantee are sometimes referred to individually as a "Party," and collectively as the "Parties."

#### RECITALS

A. Grantor owns certain real property located in DAVIS County, Utah (the "Grantor's Property"). The Grantor's Property is more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

B. Grantee owns certain real property located adjacent to the Grantor's Property (the "Grantee's Property"). The Grantee's Property, 530 East South Weber Drive, is more particularly described on Exhibit B, attached hereto and incorporated herein by this reference.

C. Grantee desires to obtain a non-exclusive access easement (the "Easement") on, over, and across a portion of the Grantor's Property (the "Easement Area"). The Easement Area is identified more particularly described on Exhibit C and depicted on the Exhibit D, both attached hereto and incorporated herein by this reference. If there is any discrepancy between the legal description and the depiction, the legal description shall control.

D. Grantor is willing to convey the Easement to Grantee, subject to the terms and conditions set forth herein.

#### TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the parties agree as follows:

1. Grant of Easement. Grantor hereby conveys, without warranty, to Grantee, for the benefit of the Grantee's Property only, a non-exclusive easement on, over, and across the Easement Area for the sole purpose of vehicular and pedestrian ingress and egress to and from the Grantee's Property.

2. Shared Access. Grantee, including current residents, family, friends and other visitors (collectively, "Grantee's Visitors") will have the right to enter upon the Easement Area for the purposes permitted by this Agreement utilizing the shared access driveway from South Weber Drive, fronting the Grantors property. Grantee's Visitors will enter upon the Easement Area and the Grantors property through the shared access at their sole risk and hazard. Grantee and its successors and assigns, hereby release Grantor from any claims relating to the condition of the Easement Area, Grantor's Property and the entry upon the Easement Area and Grantor's Property by Grantee and Grantee's Agents.

3. Maintenance. Maintenance within the Easement Area shall be the responsibility of both the Grantor and the Grantee, as identified on Exhibit D, attached hereto. Parties shall have no obligation or responsibility whatsoever to maintain or repair the Easement Area outside of their identified responsibility. If the Easement Area or any other portion of the Grantor's Property is damaged by Grantee or Grantee's Agents, Grantee shall, at its sole cost and expense, promptly repair any such damage and restore the Easement Area to the same or better condition that existed before such damage. Grantee shall be responsible for any loss, damage, or injury to the Easement Area and the Grantor's Property caused by Grantee or Grantee's Agents' acts, omissions, or negligence in making, or failing to make, any maintenance or repairs required to be made by Grantee.

4. Miscellaneous.

4.1. No Third Party Beneficiaries. In assuming and performing the obligations of this Agreement, Grantor and Grantee are each acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent, or employee of the other. There is no intent by either Party to create or establish third-party-beneficiary status or rights in any third-party. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a Party hereto, and Grantor and Grantee expressly disclaim any such third-party benefit.

4.2. No Public Use/Dedication. The Grantor's Property is and shall at all times remain the private property of Grantor. The use of the Grantor's Property is permissive and shall be limited to the express purposes contained herein by Grantee. Neither Grantee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Grantor's Property beyond the express terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

GRANTOR:

By: Val J. Petersen  
Name (Print): VAL J. PETERSEN  
Its: Member

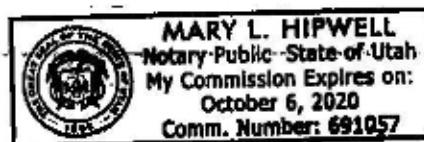
By: Carrie Grubb  
Name (Print): Carrie Grubb  
Its: Member

STATE OF UTAH )  
:ss  
COUNTY OF DAVIS )

Carrie Grubb on this 10 day of April, 2019, personally appeared before me and Val J. Petersen, known or satisfactorily proved to me to be the Owner of Petersen Farms, LLC who acknowledged to me that he signed the foregoing instrument as members for said entity.



Mary Hipwell  
Notary Public



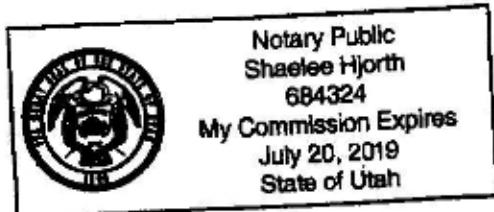
GRANTEE:

By: Rita A. Feustel  
Name (Print): RITA A. FEUSTEL  
Its: \_\_\_\_\_

STATE OF UTAH )  
:ss  
COUNTY OF DAVIS )

On this 12 day of April, 2019, personally appeared before me RITA A. FEUSTEL, known or satisfactorily proved to me to be the OWNER of SAID PROPERTY, who acknowledged to me that he signed the foregoing instrument as OWNER for said entity.

Shaelee Hjorth  
Notary Public



**EXHIBIT A**

(Legal Description of the Grantor's Property)

That certain real property located in DAVIS County, Utah, specifically described as follows:

BEG AT THE SW COR OF NW 1/4 SD SEC 28-T5N-R1W, SLB&M, N 87.48 FT TO THE NLY LINE OF COUNTRY LANE AT SOUTH WEBER SUB & THE TRUE POB; RUN TH N 0<sup>°</sup>36'39" E 379.99 FT; TH S 89<sup>°</sup>14'23" E 7.88 FT; TH N 0<sup>°</sup>45'37" E 116.30 FT TO A PT WH IS THE NE COR OF GRUBB MEADOW; TH SE'LY TO A PT OF A RAILROAD FENCE COR POST AT THE SW COR OF PARCEL OWNED BY SOUTH WEBER CITY; TH E 365.00 FT, M/L, TO THE WLY LINE OF CANYON MEADOWS PUD; TH ALG SD LINE S 0<sup>°</sup>26'57" W 21.87 FT; TH S 2<sup>°</sup>05'28" W 486.96 FT, M/L; TH N 88<sup>°</sup>13'30" W 99.60 FT; TH S 89<sup>°</sup>33' W 200.00 FT; TH S 1<sup>°</sup>46'30" W 209.58 FT TO THE N LINE OF SOUTH WEBER DR; TH N 83<sup>°</sup>06'41" W 137.10 FT, M/L, TO SEC LINE; TH ALG SD LINE N 0<sup>°</sup>17'48" W 18.78 FT TO THE SE'LY LINE OF COUNTRY LANE AT SOUTH WEBER SUB; TH N 35<sup>°</sup>22'05" E 200.18 FT; TH N 54<sup>°</sup>37'55" W 141.46 FT TO THE POB. CONT. 10.23 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

**EXHIBIT B**

(Legal Description of the Grantee's Property)

That certain real property located in DAVIS County, Utah, specifically described as follows:

BEG AT A PT N 89<sup>0</sup>33' E 145.07 FT ALG 1/4 SEC LINE FR W 1/4 COR OF SEC 28-T5N-R1W, SLM; & RUN TH N 89<sup>0</sup>33' E 100 FT ALG SD LINE; TH S 1<sup>0</sup>46'30" E 222.50 FT TO CENTER SOUTH WEBER DR; TH N 83<sup>0</sup>06'41" W 101.13 FT ALG CENTER OF SOUTH WEBER DR; TH N 1<sup>0</sup>46'30" W 209.58 FT TO POB. CONT. 0.50 ACRES

**EXHIBIT C**

(Legal Description of the Easement Area)

A PART OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON GRANTORS EAST BOUNDARY LINE BEING A POINT LOCATED 144.28 FEET NORTH 89°25'34" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER AND 179.38 FEET SOUTH 01°46'30" WEST FROM THE WEST QUARTER CORNER OF SAID SECTION 28;

RUNNING THENCE IN A WESTERLY DIRECTION TO THE RIGHT OF A NON-TANGENT 1489.70 FOOT RADIUS CURVE, A DISTANCE OF 56.49 FEET, CHORD BEARS NORTH 76°41'03" WEST 56.49 FEET, HAVING A CENTRAL ANGLE OF 02°10'22"; THENCE IN A WESTERLY DIRECTION TO THE RIGHT OF A COMPOUND TANGENT 428.38 FOOT RADIUS CURVE, A DISTANCE OF 7.86 FEET, CHORD BEARS NORTH 75°04'20" WEST 7.86 FEET, HAVING A CENTRAL ANGLE OF 01°03'05"; THENCE NORTH 15°27'12" EAST 30.00 FEET; THENCE SOUTH 76°23'00" EAST 57.12 FEET TO SAID EAST BOUNDARY LINE; THENCE SOUTH 01°46'30" WEST 30.52 FEET ALONG SAID EAST BOUNDARY LINE TO THE POINT OF BEGINNING.

COUNTRY LANE AT  
SOUTH WEBER SUBDIVISION

Lot 1  
13-332-0001

N 89°25'34" E

144.28'

245.09'

2803.59'

189.41'

223.03'

Petersen Farms, LLC  
13-018-0084

Rex & Rita Feustel  
13-020-0006  
530 East South Weber Dr.

L = 103.67'

N 35°22'05" E  
9.98'

18.35'

L = (C1)  
82.25'

(137.10')  
N 85°06'41" W

MAINTENANCE  
LINE

S 76°23'00" E  
137.72'

N 15°27'12" E  
(C2)  
L = 80.40'

N 15°27'12" E  
(C3)  
L = 80.40'

138.80'

S 1°46'30" W  
2.17'

L = (C3)  
101.86'

N 1°46'30" E  
30.51'

N 1°46'30" W  
24.52'

N 83°06'41" W

P.O.B. Parcel No. 2

101.13'

W

S

W

S

W

S

W

S

W

S

W

S

W

S

W

S

W

S

W

S

W

N 0°17'48" W

Southwest Corner of Sec. 28,  
T. 5 N., R. 1 W., SLB&M  
Davis Co. Brass Cap Monument

Scale: 1" = 40'

0 40 80

Scale in Feet  
(Data in Parentheses is Record)

**EXHIBIT D**

(Depiction of the Easement Area)