

13-012-0061  
13-012-0057  
13-321-0001

3471885  
BK 7993 PG 183

E 3471885 B 7993 P 183-183  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
04/21/2022 10:37 AM  
FEE \$40.00 Pgs: 6  
DEP RTT REC'D FOR ROBERT EDWARDS

## Shared Access Agreement

This Shared Access Agreement ("Agreement"), by and between **TRUE HOMES LLC** ("Property Owner 1") and **RHETT AND REBECCA REISBECK** ("Property Owner 2") describes the terms and conditions of the Agreement.

### Recitals

Whereas, Property Owners have agreed to a Shared Access Agreement for the following parcel #'s identified as parcel #'s 13-012-0061, 13-012-0057 and 13-321-0001, located at 1579 E South Weber Drive, South Weber, UT 84405 and 7406 South 1550 East South Weber, UT 84405. See "Exhibit A" Sophia's Haven Development.

Whereas, a portion of the parcels #'s 13-012-0061, 13-012-0057 and 13-321-0001, has been identified and agreed to be used as a Shared Access between the parties. See "Exhibit B" Shared Access Agreement.

Whereas, the purpose of the agreement is to allow traffic flow between the properties in one access and onto 1550 East improving Safety on South Weber Drive.

Whereas, the agreement is between Property Owner 1 and Property Owner 2, it is understood along with the Property Owner 1 and Property Owner 2 that the cell phone tower operator, owner of parcel # 13-0012-0074 and future owner of lot 2 and lot 3 of Sophia's Haven Subdivision shall be entitled to share the access.

Whereas, the attached exhibits "A" and "B" describe the exact locations of the Shared Access Agreement.

### Agreement

1. Property Owner 1 and Property Owner 2 agree to grant shared access on land owned by both parties.
2. The Shared Access Agreement shall benefit the parcels. The Agreement shall run with the land and shall be binding on and shall insure to the benefit of the Property Owner 1, their respective heirs, successors or assigns and the Property Owner 2, their respective heirs, successors, or assigns.
3. The Agreement shall continue into perpetuity between the parties, the successors, or the assigns.

4. The Property Owner 1 and its heirs, successors or assigns and Property Owner 2 and its heirs, successors or assigns agree to maintain the Shared Access Area that is located within its property in a reasonable manner.

5. This Shared Access Agreement shall be recorded with the County Recorder's office.

6. **MISCELLANEOUS**

- A) Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of the Agreement at the request of the other party.
- B) The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.
- C) This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person as full legal capacity, power and authority to execute this Agreement for and on behalf of the respective party and to bind such party.
- D) If any portion of this Agreement is held to be invalid or unenforceable for any reason by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid or unenforceable provision had never been included.
- E) The effective date of this Agreement is the date signed by the last party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officers.

Printed Name: Rhett and Rebecca Reisbeck

Title: Owner

Date: 4/19/2022

Signature: 

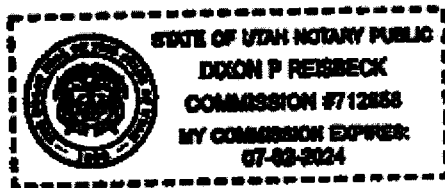
### ACKNOWLEDGEMENT

Stat of Utah

County of DAVIS

On this 19 day of APRIL, in the year of 2022, before me, a notary public, personally appeared RHETT REISBECK Rebecca REISBECK proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledge (he/she) executed the same. Witness my hand and official seal.






IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officers.

Printed Name: Robert Edwards

Title: Manager of True Homes

Date: 4-5-2022

Signature: 

### ACKNOWLEDGEMENT

Stat of Utah

County of Weber

On this 5 day of April, in the year of 2022, before me, Rob Edwards a notary public, personally appeared TOMMY CUMMINGS proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledge (he/she) executed the same. Witness my hand and official seal.

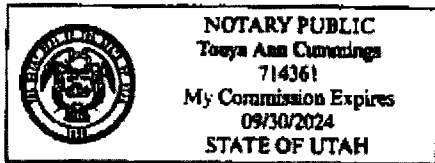




EXHIBIT "A"

**SOPHIA'S HAVEN  
A SINGLE FAMILY RESIDENTIAL  
DEVELOPMENT**

SOUTH WEBER CITY, UTAH

3471885  
BK 7993 PG 187

**CHANGE TABLE**

DATE	DESCRIPTION	BY	FOR
01/15/08	PRELIMINARY	DAVID	DAVID
02/15/08	REVISED	DAVID	DAVID
03/15/08	REVISED	DAVID	DAVID
04/15/08	REVISED	DAVID	DAVID
05/15/08	REVISED	DAVID	DAVID
06/15/08	REVISED	DAVID	DAVID
07/15/08	REVISED	DAVID	DAVID
08/15/08	REVISED	DAVID	DAVID
09/15/08	REVISED	DAVID	DAVID
10/15/08	REVISED	DAVID	DAVID
11/15/08	REVISED	DAVID	DAVID
12/15/08	REVISED	DAVID	DAVID

**REVISIONS**

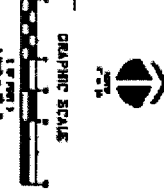
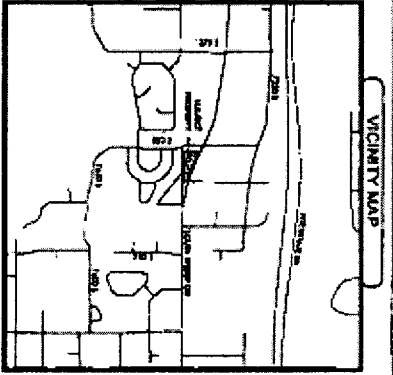
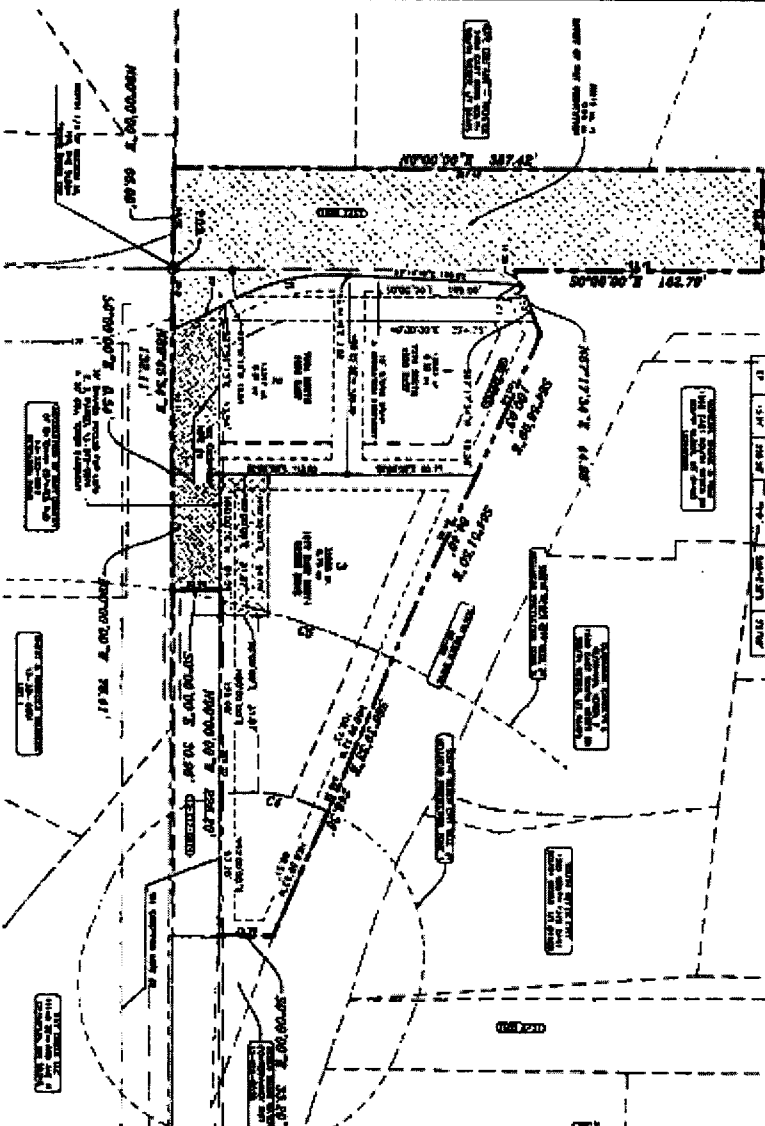
1. CORRECTED THE DISTANCE FROM THE CENTERLINE OF THE ROAD TO THE CENTERLINE OF THE DRIVEWAY FROM 10.00 TO 10.05 FEET.

2. CORRECTED THE DISTANCE FROM THE CENTERLINE OF THE ROAD TO THE CENTERLINE OF THE DRIVEWAY FROM 10.00 TO 10.05 FEET.

3. CORRECTED THE DISTANCE FROM THE CENTERLINE OF THE ROAD TO THE CENTERLINE OF THE DRIVEWAY FROM 10.00 TO 10.05 FEET.

4. CORRECTED THE DISTANCE FROM THE CENTERLINE OF THE ROAD TO THE CENTERLINE OF THE DRIVEWAY FROM 10.00 TO 10.05 FEET.

5. CORRECTED THE DISTANCE FROM THE CENTERLINE OF THE ROAD TO THE CENTERLINE OF THE DRIVEWAY FROM 10.00 TO 10.05 FEET.



- LEGEND**
- Proposed Single Family Residential
  - Proposed Driveway
  - Proposed Street
  - Proposed Right-of-Way
  - Proposed Easement
  - Proposed Utility
  - Proposed Fencing
  - Proposed Landscaping
  - Proposed Paving
  - Proposed Retention Wall
  - Proposed Storm Drain
  - Proposed Sewer Line
  - Proposed Water Line
  - Proposed Gas Line
  - Proposed Electric Line
  - Proposed Telephone Line
  - Proposed Cable Line
  - Proposed Fire Hydrant
  - Proposed Fire Alarm
  - Proposed Fire Sprinkler
  - Proposed Fire Extinguisher
  - Proposed Fire Alarm Control Panel
  - Proposed Fire Alarm Pull Station
  - Proposed Fire Alarm Sounder
  - Proposed Fire Alarm Control Unit
  - Proposed Fire Alarm Control Panel
  - Proposed Fire Alarm Pull Station
  - Proposed Fire Alarm Sounder
  - Proposed Fire Alarm Control Unit

**PROJECT DEVELOPER**  
DAVID COUNTY RECORDERS  
1000 WEST 1000 SOUTH  
SALT LAKE CITY, UT 84119

**PROJECT ENGINEER**  
DAVID COUNTY RECORDERS  
1000 WEST 1000 SOUTH  
SALT LAKE CITY, UT 84119

**DAVID COUNTY RECORDERS**  
1000 WEST 1000 SOUTH  
SALT LAKE CITY, UT 84119

**COUNTY HEALTH DEPARTMENT**

**PLANNING COMMISSION**

**COUNTY ATTORNEY**

**COUNTY COMMISSION**

**COUNTY ENGINEER**

**COUNTY SURVEYOR**

**OWNER'S DECLARATION**

I, the undersigned, being the owner of the above described property, do hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief, and that I have read and understand the contents of this declaration and the provisions of the Utah Subdivided Lands Act, Chapter 10, Utah Code, and the rules and regulations of the Utah Subdivided Lands Board, and that I have complied with all the requirements of said Act, rules and regulations, and that I have paid the required fees to the Utah Subdivided Lands Board, and that I have obtained all the necessary permits from the appropriate authorities, and that I have complied with all the conditions of said permits, and that I have no other interests in the property, and that I have no other obligations with respect to the property, and that I have no other information to disclose, and that I have no other information to provide, and that I have no other information to furnish, and that I have no other information to supply, and that I have no other information to deliver, and that I have no other information to convey, and that I have no other information to transmit, and that I have no other information to communicate, and that I have no other information to disclose, and that I have no other information to provide, and that I have no other information to furnish, and that I have no other information to supply, and that I have no other information to deliver, and that I have no other information to convey, and that I have no other information to transmit, and that I have no other information to communicate.

**ACKNOWLEDGEMENT**

I, the undersigned, being the owner of the above described property, do hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief, and that I have read and understand the contents of this declaration and the provisions of the Utah Subdivided Lands Act, Chapter 10, Utah Code, and the rules and regulations of the Utah Subdivided Lands Board, and that I have complied with all the requirements of said Act, rules and regulations, and that I have paid the required fees to the Utah Subdivided Lands Board, and that I have obtained all the necessary permits from the appropriate authorities, and that I have complied with all the conditions of said permits, and that I have no other interests in the property, and that I have no other obligations with respect to the property, and that I have no other information to disclose, and that I have no other information to provide, and that I have no other information to furnish, and that I have no other information to supply, and that I have no other information to deliver, and that I have no other information to convey, and that I have no other information to transmit, and that I have no other information to communicate.

**DAVID COUNTY RECORDERS**

**SOPHIA'S HAVEN  
A SINGLE FAMILY RESIDENTIAL  
DEVELOPMENT**

SALT LAKE CITY, UT 84119

**Shared Access Agreement**

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, THENCE, S 89° 45' 54" E FOR A DISTANCE OF 39 FEET TO THE POINT OF BEGINNING (SAID POINT BEING A POINT ON A CURVE):

Said curve turning to the left through an angle of 06° 43' 25", having a radius of 256.50 feet, and whose long chord bears N 24° 29' 30" W for a distance of 30.08 feet.

- Thence, N 27° 51' 13" W for a distance of 4.23 feet to a point on a line.
- Thence, N 90° 00' 00" E for a distance of 107.56 feet to a point on a line.
- Thence, N 00° 00' 00" E for a distance of 31.87 feet to a point on a line.
- Thence, N 90° 00' 00" E for a distance of 94.09 feet to a point on a line.
- Thence, S 00° 00' 00" W for a distance of 31.87 feet to a point on a line.
- Thence, N 90° 00' 00" W for a distance of 17.68 feet to a point on a line.
- Thence, S 00° 00' 00" W for a distance of 30.96 feet to a point on a line.
- thence S 89° 56' 45" W a distance of 169.52 feet to the POINT OF BEGINNING

CONTAINING 8,473 SQ FT OR 0.19 ACRES OF LAND.

