

TO :
FROM :

PHONE NO. :

DEC. 5. 1995 1:49AM P 1

RETURNED

SEP 5 - 1996

E 1272085 B 2040 P 1826
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1996 SEP 5 2:46 PM FEE 28.00 DEP SHH
REC'D FOR SALVATORI, JANA

faxed 1:30 7/12/96

Maple Hills #3 plat A
lots 12+13
05-081-0012
05-081-0013

AGREEMENT FOR CONSTRUCTION OF COMMON DRIVEWAY
AND GRANT OF CROSS-EASEMENTS

This Agreement is entered into between three parties: Gene and Jana Salvatori ("Salvatori"), David and Roa Rodeback ("Rodeback"), and John Pingree ("Pingree"). The following recitals are a material part of this Agreement.

RECITALS

A. Salvatori is the owner of Lot 13, Maple Hills Subdivision No. 3, Plat A, located in Section 33, Township 2 North, Range 1 East, Salt Lake Base and Meridian, according to the official plat thereof on file with the Davis County Recorder.

B. Rodeback is the owner of Lot 12, Maple Hills Subdivision No. 3, Plat A, located in Section 33, Township 2 North, Range 1 East, Salt Lake Base and Meridian, according to the official plat thereof on file with the Davis County Recorder.

C. Lots 12 and 13 share a common boundary.

D. Lots 12 and 13 are currently undeveloped. Salvatori and Rodeback intend to build homes on their respective lots, and wish to jointly construct a Common Driveway along the boundary between their lots.

E. Salvatori and Rodeback wish to grant each other reciprocal easements for ingress and egress over the Common Driveway, and to set out their respective obligations and rights with regard to the construction, use, and maintenance of the Common Driveway.

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F. Pingree is a representative of the party which sold Lots 12 and 13 to Rodeback and Salvatori, respectively.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Parties to Construct Common Driveway - Salvatori and Rodeback agree that they will construct a driveway on the following terms:

A. Location of Common Driveway - The driveway will be constructed on a section of the boundary between lots 12 and 13, which section is cross-hatched on the attached portion of the Maple Hill subdivision No. 3 plat map (Exhibit "A" hereto). The centerline of the Common Driveway will lie on the boundary, i.e., one-half of the driveway width will lie on Lot 12 and the other half on Lot 13. The "Common Driveway" is defined as that section of the driveway running from Mueller Park Road to the fork or "Y" in the driveway, at which point the driveway splits, with one fork leading to each residence. As shown on Exhibit "A", the Common Driveway will cross a creek, and a bridge will be required as part of the Common Driveway. The length of the Common Driveway will be approximately 84 feet, beginning at Mueller Park Road and ending roughly 10 feet past the bridge.

B. Width of Driveway - The estimated width of the driveway and bridge are 16 feet. As described above, it is intended

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D. Time of Delivery -

That 8 feet of the driveway (and bridge) will lie on Lot 12 and 8 feet on Lot 13.

C. Timing for Installation of Driveway -

Installation of the bridge and construction of the Common Driveway shall begin in the summer of 1996, as Salvatori anticipates beginning residential construction in the summer of 1996. Either party desiring to lay utility lines under or alongside the common driveway shall do so before the driveway is surfaced.

D. Type of Driveway and Bridge - The Common Driveway

shall be either asphalt or concrete, as mutually agreed by these parties. The parties will mutually agree on a contractor and price before construction begins. Similarly, the design, material, price, and contractor for the bridge will be mutually agreed on before the bridge is "set".

E. Cost of Bridge and Driveway - The parties will

pay for the bridge and driveway as follows:

- Cost of Bridge - In fulfillment of agreements made at the time Lots 12 and 13 were sold, Pingree will make certain payments toward the bridge. Pingree shall pay \$7,500 toward the cost of the bridge as soon as the contractor's invoice is received for the purchase and setting of the bridge. After subtracting that \$7,500 payment, all remaining costs associated with the purchase or setting of the bridge will be distributed as follows: Salvatori 50%, Kodeback 25%, and Pingree 25%. (For example, if the total cost of purchasing and

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setting the bridge were \$16,000. Pingree would pay \$7,500, and the remaining \$8,500 would be paid \$4,250 by Salvatori, \$2,125 by Rodeback, and \$2,125 by Pingree.) All payments to be made immediately upon receipt of contractors' invoices.

- Cost of Excavating/Surfacing Driveway - Salvatori and Rodeback will share equally the costs of installing the Common Driveway (excluding the bridge). Those two parties shall each pay 50% share upon receipt of contractor's invoices for the excavation and surfacing of the driveway. A party's obligation to pay arises upon receipt of invoices, regardless of whether (or when) the party plans to build a home. Each party will be solely responsible for the timing and installation of their respective portions of any driveway past the "Y" (i.e., the point where the Common Driveway ends).

2. Cross-Easements for Ingress and Egress

A. Salvatori grants and conveys to Rodeback and to their successors, assigns, and invitees a perpetual, non-exclusive right of pedestrian and vehicular ingress and egress to and from Lot 12 over and across any portion of the Common Driveway which lies on Lot 13.

B. Rodeback grants to Salvatori and their successors, assigns, and invitees a perpetual, non-exclusive right of pedestrian and vehicular ingress and egress to and from Lot 13 over and across any portion of the Common Driveway which lies on Lot 12.

3. Agreement Not to Obstruct - Salvatori and Rodeback

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...veway.

each agree for themselves, their successors, and assigns, that the Common Driveway will be dedicated exclusively to ingress and egress to their respective lots, and that neither party nor their successors will construct walls, dividers, curbs, encroachments (natural or man-made), or other temporary or permanent structures which would, in any material way, restrict, impair or limit access over and across the Common Driveway. Neither party will allow parking on the Common Driveway.

4. Maintenance of Common Driveway and Bridge

Maintenance, repair, or improvement of the Common Driveway and bridge shall occur as mutually agreed between Salvatori and Rodback, who agree to equally share the cost of maintaining, repairing, or improving the Common Driveway and bridge. Provided, however, that if any damage to the Common Driveway or bridge is caused by the negligence, fault or abnormal use of either party, their employees, guests, or agents, that party shall bear the total cost of repair. This provision includes repairs necessitated by construction vehicles. Any repair shall be of a quality sufficient to restore the damaged portion of the Common Driveway or bridge to its condition before the damage. Salvatori and Rodback shall, at their own expense, maintain and provide reasonable landscaping and erosion control along their respective properties located adjacent to the Common Driveway.

5. Easements and Covenants Run With the Land - It is

understood and agreed that the reciprocal easements and covenants

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granted in the agreement are covenants running with the land and shall be binding upon, and inure to the benefit of, Salvatori and Redebach and their respective successors to Lots 12 and 13. In the event of a breach of this Agreement by either party, or by any of their successors or assigns, the other party shall be entitled to specific enforcement of the provisions of this Agreement or damages resulting from its breach, or both.

6. Snow Removal - Should the parties mutually agree to hire a third-party for snow removal, the cost shall be borne equally. If one party takes responsibility for snow removal, the parties shall mutually agree on allocation of that cost. Provided, however, that a party has no obligation to contribute toward snow removal costs until that party is residing on their lot, or needs snow removal for construction purposes. Notwithstanding ¶5 above, any agreement between Salvatori and Redebach regarding snow removal is not binding on future owners. Successors will have to strike their own agreement on snow removal.

7. Failure to Build Does Not Affect Obligations Hereunder Should a party fail to build a home (for any reason whatsoever), that shall not affect or diminish the party's obligations hereunder, with the exception of snow removal, as described in ¶5 above.

8. No Partnership, Agency, or Joint Venture - Nothing in this Agreement shall be deemed or construed to create the relationship of principal, agent, partnership, joint venture or any association

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between these parties. The fact that one party takes the lead in arranging for design and/or construction of the Common Driveway and bridge shall not make that party an agent of another party, or create duties other than those specified in this Agreement. Each party will exercise their independent judgment in the selection or approval of the design, materials, price, and contractors for the driveway and bridge. Neither party is relying on any expertise or experience of another party in selecting the design, materials, price, or contractors for the Common Driveway and bridge.

9. Drafting - This Agreement has been drafted with the input and participation of all parties. In the event of ambiguity or dispute over interpretation, neither party shall be deemed the "drafter" hereof.

10. Entire Agreement - This Agreement contains the entire agreement and understanding between the parties. There are no side agreements or verbal agreements.

11. Attorneys Fees - In the event of a legal dispute arising from or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys fees and costs.

12. Distribution of Miscellaneous Costs - ~~Salvatori has retained services of various professionals (i.e., engineer, surveyor, attorney) during this process. Those expenses will be split 50-50% between Rodeback and Salvatori.~~ Rodeback acknowledges however, that the attorney retained by Salvatori represents Salvatori alone. The

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Deleted per
Gene Salvatori.
Rodeback to
Pay #150
through attorney
Res.

Gene Salvatori

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Gene Salvatori

Rodebacks rely on their own judgment (or their own advisers) in the negotiation and execution of this agreement.

DATED: 8/23/96 Gene Salvatori
Gene Salvatori

SUBSCRIBED AND SWORN to before me this 23rd day of Aug-1996.
1996.

Lorene H. Maness
NOTARY PUBLIC

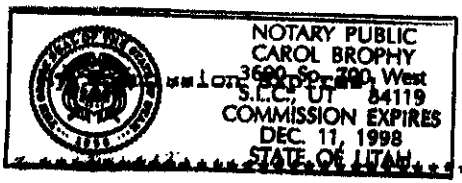
My Commission Expires:

July 8 - 1997

DATED: 9/5/96 Gene Salvatori
Gene Salvatori

SUBSCRIBED AND SWORN to before me this 5th day of September
1996.

Carol Brophy
NOTARY PUBLIC

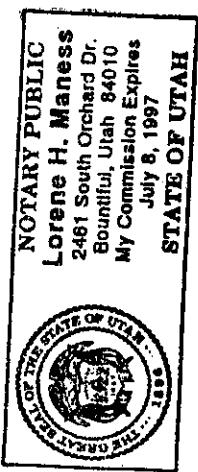
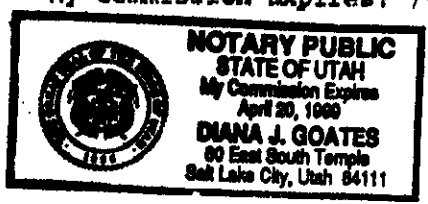


DATED: 8/15/96 David Rodeback
David Rodeback

SUBSCRIBED AND SWORN to before me this 15th day of August
1996.

Diana J. Goates
NOTARY PUBLIC

My Commission Expires: 4-20-99



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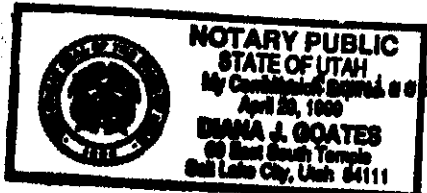
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DATED: 8/15/96

Rosa Rodeback
Rosa Rodeback

SUBSCRIBED AND SWORN to before me this 15th day of August, 1996.



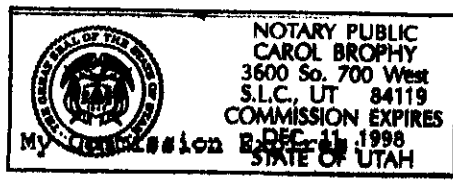
Commission Expires: 4-20-99

Diana J. Coates
NOTARY PUBLIC

DATED: 5 Sept 96

John Pingree
John Pingree

SUBSCRIBED AND SWORN to before me this 5 day of Sept, 1996.



Carol Brophy
NOTARY PUBLIC

Q:\ANORZ\EST\AGMENTS\BALVAFOR.ASH
July 10, 1996/11:00 am

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BRIDGE & DRIVEWAY EASEMENT

BEGINNING AT THE NORTH WEST CORNER OF LOT 13 OF THE RECORDED MAPLE HILLS SUBDIVISION NO. 3, PLAT "A" LOCATED IN SECTION 33, TOWNSHIP 2 NORTH RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN IN DAVIS COUNTY, THENCE ALONG THE WEST PROPERTY LINE OF SAID LOT 13 AND THE CENTERLINE OF A 16 FOOT WIDE EASEMENT FOR A BRIDGE AND DRIVEWAY EASEMENT S 24°51'53" W 84.00 FEET TO THE POINT OF TERMINUS OF EASEMENT.

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