

When recorded, mail to:
Oralie Dominguez
852 27th Street
Ogden, UT 84403



W1949874

3

SHARED ACCESS & MAINTENANCE AGREEMENT

This agreement is entered into this 18th day of June, 2003, by Ralph D. Nelson as party of the First Part and Felipe D. Estrada as party of the Second Part.

Whereas, Ralph D. Nelson identified as the owner of 852 27th Street, Ogden, Utah and Felipe D. Estrada identified as the owner of 860 27th Street, Ogden, Utah. The legal descriptions of these two addresses are attached hereto a Exhibit "A" and Exhibit "B" respectively; and

Whereas these two addresses share a common driveway and garage located at 852 27th Street, Ogden, Utah and 860 27th Street, Ogden, Utah, and

Whereas, Ralph D. Nelson and Felipe D. Estrada desire to enter into an agreement with regards to the access, maintenance and repair of the driveway and garage located at 852 27th Street, Ogden, Utah as may be required from time to time;

Now, therefore, in consideration of the sum of Ten Dollars and Other Good and Valuable Consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The parties acknowledge that certain repairs or maintenance may be required to the driveway and garage. Such repairs and/or maintenance can not be performed on one side only, but may necessarily involve both sides.
2. In the event that any such repair and maintenance may become necessary, the property owners will share the cost of any such repairs equally.
3. This agreement shall run with the land and is binding upon the heirs, assigns and successors in interest of the parties hereto.
4. The undersigned parties hereby warrant and convey to each other, their successors and/or assigns a right of way for ingress and egress for the use over the driveway. Said right of way shall not be obstructed and restricted for residential use solely.
5. Enforcement. It is hereby agreed that in the event of the failure of the party of the First Part or the party of the Second Part to perform any of the terms or conditions of this agreement, then in that event the defaulting party agrees to pay the prevailing party reasonable attorney's fees and court costs for the enforcement of these provisions. It is further acknowledged and expressly agreed that the terms and provisions of this joint maintenance agreement and restrictive covenants are appurtenant to and shall run with the land and shall in all respects be binding upon the heirs, successors in interest, administrators and assigns of the parties hereto.

Dated this 18th day of June, 2003

Ralph D. Nelson

Felipe D. Estrada

E# 1949874 BK2389 PG1892
DOUG CROFTS, WEBER COUNTY RECORDER
20-JUN-03 449 PM FEE \$15.00 DEP SGC
REC FOR: EQUITY.TITLE

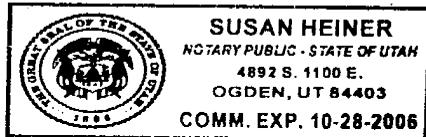
State of Utah (ss)
County of Weber (

On the 19th day of June, 2003, personally appeared before me, Ralph D. Nelson, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.



Residing in:

My Commission expires:



State of Utah (ss.
County of Weber (

On the 18 day of June, 2003, personally appeared before me, Felipe D. Estrada, the signer of the foregoing instrument, who duly acknowledged to he that he executed the same.

Cristina Smith
Notary Public

History of the

Residing in: Weber County

My Commission Expires: Sept. 6, 2004



E# 1949874 BK2389 PG1893

EXHIBIT "A"

Legal Descriptions:

Parcel 1:

852 27th Street, Ogden, Utah
Tax ID #01-051-0010 *DM*

A part of Lot 2, in Block 4, Plat "B" of Ogden City Survey: Beginning at a point 273 feet East of the Southwest corner of Lot 4, in said Block 4, and running thence North 122.5 feet, thence East 39 feet, thence South 122.5 feet, thence West 39 feet to the place of beginning.

Parcel 2:

Ogden, Utah
Tax ID#01-051-0009 *DM*

A part of Lot 2, Block 4, Plat "B" of Ogden City Survey: Beginning at a point 312 feet East of the Southwest corner of Lot 4, in said Block 4, and running thence North 122.5 feet; thence East 38 feet; thence South 122.5 feet; thence West 38 feet to beginning.

| E 1949874 BK2389 PG1894