



6-029510 SHARED MAINTENANCE AGREEMENT
02-081-0003 #2

This agreement is entered into this 12 day of August, 2008, by and between John Davila and Glen D. Norton and Jacquelyn K. Norton.

WHEREAS, John Davila lives at 1056 25th Street, Ogden, UT, 84401 and Glen D & Jacquelyn K Norton live at 1062 25th Street, Ogden, UT, 84401 (see attached legal descriptions of both addresses are attached hereto as Exhibits "A" and "B" respectively):
And

WHEREAS, these two addresses share a common driveway; and

WHEREAS, John Davila and Glen D & Jacquelyn K Norton desire to enter an agreement with regard to the maintenance and access to the shared driveway;

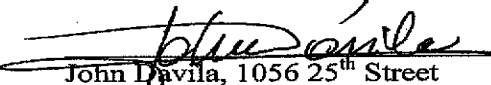
NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

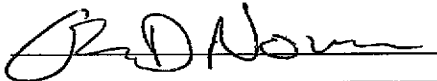
1. The parties acknowledge that certain repairs of maintenance to the driveway may become necessary, which repairs or maintenance cannot be performed on one side only, but will necessarily involve both sides.
2. In the event that any such repair or maintenance becomes necessary, the parties will share the cost of such repair or maintenance equally.
3. If any repair or maintenance of the driveway is limited to one side only, and the repair or maintenance can be performed without affecting the other side, then the owner of the affected side shall bear the whole cost of such repair.
4. Both parties hereby agree to keep the shared driveway clear at all times, unless loading or unloading, which will be limited to 15 minutes.
5. This agreement shall run with the land and is binding upon the heirs, assigns, and successors-in-interest of the parties hereto.
6. 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 enforcement of these provisions. It is further acknowledged and expressly agreed that the terms and provisions of this Joint Maintenance Agreement and Restrictive Covenant 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.
7. Parties acknowledge that shared driveway has been constructed over a "Utility and Drainage Easement". Parties further agree to hold harmless Backman Title, its employees, underwriters, Terra Venture Real Estate, its agents, Wilkerson Home & Design, Inc., Golden West Builders, Inc.,


E# 2366620 PG 1 OF 4
ERNEST D ROWLEY, WEBER COUNTY RECORDER
24-SEP-08 12:45 PM FEE \$17.00 DEP SC
REC FOR: BACKMAN FFTP
ELECTRONICALLY RECORDED

Zion's Bank, its employees, and John McBride for any and all costs or damages incurred from the use of said easement.

DATED this day and year set forth above.

 8/22/08
John Davila, 1056 25th Street

 8-12-08
Glen D Norton, 1062 25th Street

 8/12/08
Jacqueline K Norton, 1062 25th Street

DESCRIPTION OF PROPERTY SERIAL NUMBER 02 - 081 - 0003 TAXING UNIT

OWNER WILKERSON HOME & DESIGN INC & 795 24TH ST 25
GOLDEN WEST BUILDERS INC OGDEN UT
84401

DESCRIPTION OF PROPERTY 2006 ORIG ACRES; 0

ALL OF LOT 3, IVY LANE SUBDIVISION, OGDEN CITY, WEBER COUNTY, UTAH.

COMMENTS;

For Tax purposes only. As of: 22-SEP-08

Weber County Recorder

"B"

E# 2366620 PG 4 OF 4

DESCRIPTION OF PROPERTY	SERIAL NUMBER	TAXING UNIT
OWNER NORTON, GLEN D & WF JACQUELYN K NORTON	02 - 081 - 0004 1062 E 25TH ST OGDEN UT 84401	25

DESCRIPTION OF PROPERTY 2006 ORIG ACRES; 0

ALL OF LOT 4, IVY LANE SUBDIVISION, OGDEN CITY, WEBER COUNTY, UTAH.

COMMENTS;

For Tax purposes only. As of: 22-SEP-08