

SHARED ROADWAY AND MAINTENANCE AGREEMENT

The Shared Roadway and Maintenance Agreement dated this _____ day of August, 2017 by David G. Johnson and Judy A. Johnson and Benjamin R. Thomas collectively referred to as Users.

The Users have determined that it is in their mutual interest to have executed and recorded and agreement for sharing the costs of maintenance and repair of a driveway. The purpose of this Agreement is the place into writing the mutual rights and obligations the users of the jointly used driveway.

Agreement

NOW THEREFORE, in consideration of their mutual promises and intending to be legally bound, the parties agree as follows:

1. Grant of Easement. Each party grants to the other a permanent easement over and across their respective properties for the purpose in ingress and egress to their adjoining properties.
2. Sharing of Costs and Expenses. The parties shall share the expenses as follows: David G. Johnson and Judy A. Johnson, his/her successors and assigns shall pay one-half of the maintenance and repair of the driveway that is jointly used. Ben Thomas and Jill Thomas their successors and assigns shall pay one-half of the costs of maintenance and repair of the jointly used driveway that is used solely by them.
3. Binding Effect. This Shared Driveway Agreement shall not be modified except in writing signed by the parties, their successors or assigns. This Agreement and its obligations and benefits shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
4. said easement shall affect Lot 1 and 2 Midway Farms No. 2 Subdivision, according to the amended plat of said subdivision on record in the office of the Wasatch County Recorder. Said easement more particularly described as follows:

Beginning at the northeast corner of Lot 2 of the Midway Farms Subdivision, said point being located North 89°41'41" East 110.92 feet from the Wasatch County brass monument marking the Eat 1/4 corner of Section 27, Township 3 South, Range 4 East, Salt Lake Base and Meridian; thence South 00°18'25" East 309.52 feet along the east line of said Lot 2 to a fence; thence North 88°47'09" West 15.01 feet along said fence line; thence North 00°18'25" West 309.12 feet to the north line of said Lot 2; thence North 89°41'41" East 15.00 feet along the north line of said Lot 2 to the point of beginning.

TAX ID NO. 0mf-2001 and OMF-2002

David G. Johnson

David G. Johnson

Judy A. Johnson

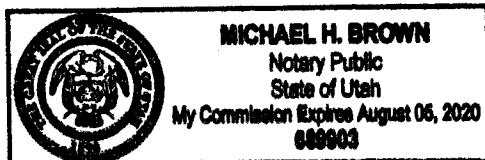
Judy A. Johnson

*Benjamin R. Thomas by his attorney
infact
Jill W. Klaus*

Benjamin R. Thomas

State of Utah)
County of Wasatch) ss

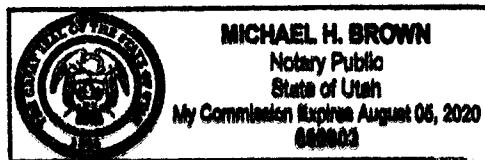
On the 17 of August, 2017, personally appeared before me, David G. Johnson and Judy A. Johnson, the signer of the within instrument, who duly acknowledged to me that they executed the same.



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NOTARY PUBLIC

State of Utah)
County of Wasatch) ss

On the 16 of August, 2017, personally appeared before me, Benjamin R. Thomas, the signer of the within instrument, who duly acknowledged to me that he executed the same.



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NOTARY PUBLIC

BURGI LANE

