

2020-040278

RECORDED

07/22/2020 02:37 PM

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=6 PBRIDGES

\$25.00

TYPE: AGR

EMPIRE TITLE, LLC, AN IDAHO LIMITED

ELECTRONICALLY RECORDED

Canyon County Recorder's Office **Cover Page**

SHARED ROADWAY AND MAINTENANCE AGREEMENT

The Shared Roadway and Maintenance Agreement dated this 6th day of July, 2020 by Mark Neice and Michelle Bennett-Neice; Lynda Friesz-Martin and Brian Martin; Kevin Slazas and Kim Slazas; and Craig Lee and Susan Lee on behalf of Lee Family Trust and collectively referred to as Users.

Background of Agreement

Users are owners of adjacent properties in the city of Middleton, Canyon County, ID. Mark Neice and Michelle Bennett-Neice are the owners of the property known as Lot 5 Block 1, Blue Heron Subdivision. Lynda Friesz-Martin and Brian Martin are owners of the property known as Lot 4, Block 1, Blue Heron Subdivision. Kevin Slazas and Kim Slazas are the owners of Lot 3, Block 1, Blue Heron. Craig Lee and Susan Lee AKA: Lee Family Trust are the owners of proposed Sage Creek Subdivision (7927 & 7783 Elko Lane) that adjoins Blue Heron.

The Users own properties that abut each other and have access to Kingsbury Road, Middleton, ID. There is a common roadway known as Elko Lane that serves all three lots of Blue Heron and proposed Sage Creek (7927 & 7783 Elko Lane) for access to Kingsbury Road to access and exit referenced properties. Elko Road includes maintenance of the culvert bridge crossing Drainage District 2, #10 waterway that provides access to all or some portion of the Lots 3, 4, and 5 and the north side of the proposed Sage Creek Subdivision. The Users have determined that it is in their mutual interest to have executed and recorded an agreement for sharing the costs of maintenance and repair of the roadway. The purpose of this Agreement is to place into writing the mutual rights and obligations of 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: Mark Neice, Michelle Bennett-Neice; Lynda Friesz-Martin, and Brian Martin; Kevin Slazas and Kim Slazas; Craig Lee and Susan Lee AKA: Family Trust and his/her successors and assigns shall pay equal expense for the maintenance and repair of the roadway that is jointly used that extends from Kingsbury Road, Middleton, ID which joins east on Elko Lane, Middleton, ID and extends to lots 3, 4, 5 of Blue Heron and proposed Sage Creek Subdivision.

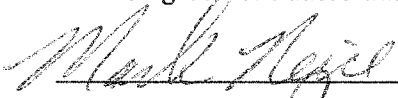
If the cost of repairs exceeds \$500.00, three bids are required. In the event that the portion of Elko Lane owned by Lee Family Trust is vacated, Craig Lee and Susan Lee, Lee Family Trust, and the proposed Sage Creek Subdivision ensure that access be provided through Sage Creek Lane to Kingsbury Road (see 11 on attached preliminary plat map of Sage Creek Subdivision) to

remaining portion of Elko Lane, and the cost of construction and maintenance of the new roadway through the proposed Sage Creek subdivision is the responsibility of Craig Lee and Susan Lee, Lee Family Trust, and the proposed Sage Creek subdivision. Upon completion of Sage Creek Lane through proposed Sage Creek Subdivision, owners of the Blue Heron Subdivision parcels vacate responsibility to maintain the portion of Elko Lane owned by Lee Family Trust, and or assigned and assume no responsibility for maintaining Sage Creek Lane and simultaneously, the owners of the Sage Creek Subdivision vacate responsibility to maintain the portion of Elko Lane retained by owners of Lots 3, 4, and 5.

Weed Abatement. Each party is responsible for controlling and eliminating weeds on a continual basis and maintaining aesthetic appearance of the roadside and creek side of Ada Drainage Ditch owned by each party.

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 and replace any previous signed road agreements.

This Agreement dated this 9th day of July, 2020.



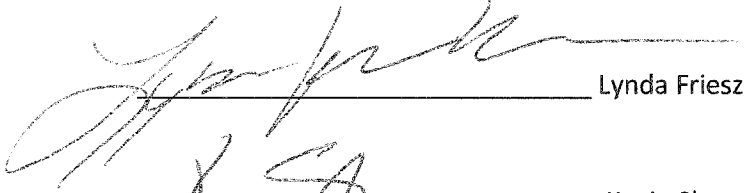
Mark Neice Lot 5, Block 1



Michelle Bennett-Neice Lot 5, Block 1



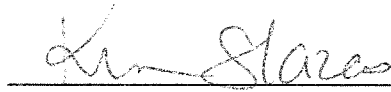
Brian Martin Lot 4, Block 1



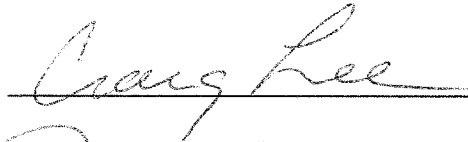
Lynda Friesz-Martin Lot 4, Block 1



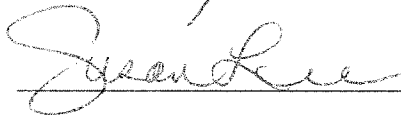
Kevin Slazas – Lot 3, Block 1



Kim Slazas – Lot 3, Block 1



Craig Lee AKA Lee Family Trust - Sage Creek



Susan Lee AKA Lee Family Trust - Sage Creek

STATE OF: Idaho)

COUNTY OF Ada)

On this 10 day of July , in the year of 2020, before me the undersigned Notary Public in and for said State, personally appeared Brian Martin and Lynda Friesz-Martin known or identified to me (or proved to me on the oath of), to be the person whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

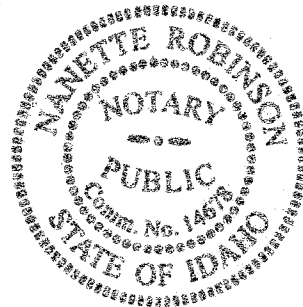
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Nanette R

Notary Public for Idaho

Residing at: Nampa

My commission expires: 5/2/2025



STATE OF: Idaho)

COUNTY OF Ada)

On this 9 day of July , in the year of 2020, before me the undersigned Notary Public in and for said State, personally appeared Craig Lee and ~~Susan Lee~~ known or identified to me (or proved to me on the oath of), to be the person whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

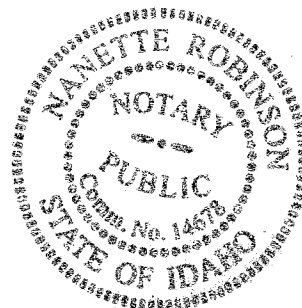
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Nanette R

Notary Public for Idaho

Residing at: Nampa

My commission expires: 5/2/2025



STATE OF: Idaho)

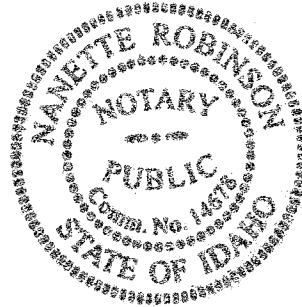
COUNTY OF Ada)

On this 10 day of July , in the year of 2020, before me the undersigned Notary Public in and for said State, personally appeared Mark Neice and Michelle Bennett-Neice known or identified to me (or proved to me on the oath of), to be the person whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Nanette Robinson

Notary Public for Idaho
Residing at: Nampa
My commission expires: 5/2/2025



STATE OF: Idaho)

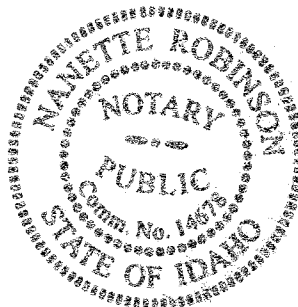
COUNTY OF Ada)

On this 10 day of July , in the year of 2020, before me the undersigned Notary Public in and for said State, personally appeared Kevin Slazas and Kim Slazas known or identified to me (or proved to me on the oath of), to be the person whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Nanette Robinson

Notary Public for Idaho
Residing at: Nampa
My commission expires: 5/2/2025



STATE OF: Idaho)
COUNTY OF Ada)

On this 10 day of July, in the year of 2020, before me the undersigned Notary Public in and for said State, personally appeared Susan Lee known or identified to me (or proved to me on the oath of), to be the person whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Nanette

Notary Public for Idaho
Residing at: Nampa
My commission expires: 5/2/2025

