

LOAN NO.

RECORDING REQUESTED BY:
DREW B. SWEET
2089 E. 6425 South,
Salt Lake City, Utah

DECLARATION OF ROAD MAINTENANCE AGREEMENT

As the undersigned owners of property adjoining and bounded by the following described easement:

"Attached hereto and by this reference made a part hereof"

4937943
06 JULY 90 03:48 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
FOUNDERS TITLE
REC BY: D DANGERFIELD, DEPUTY

We hereby agree and declare that we shall bear an equal share of any and all costs required or maintenance and repairs of said driveway under the terms and conditions as set forth herein:

1. Said easement described above shall be used in common with other owners of properties bounding therein who use said easement for ingress and egress and/or utilities.
2. Said easement must be maintained in a good, passable condition under all weather conditions.
3. Repairs on the said driveway shall be required when a majority of the owners of properties bounding thereon reach an agreement that repairs are needed. Pursuant to said agreement such owners shall obtain three bids from reputable licensed contractors and shall accept the lowest of said three bids and shall then initiate the repairs of said driveway with each owner bearing his pro-rata share of the costs and expense thereof, regardless of whether such owners shall have concurred in said agreement or not, provided, however, that such costs and expense shall be shared ONLY with and by those owners who use the driveway for both ingress and egress and utilities.
4. Every owner of property bounding on said driveway shall cause or allow, in any manner, said driveway to be used, traversed or altered by vehicular traffic or otherwise, thereby causing damage to the surface thereof, shall bear as his responsibility the costs and expense of repairing such damage.
5. If dissenting owner shall not pay his pro-rata share of costs and expense immediately upon receiving his bill for same, the remaining such owner shall be entitled without further notice, to institute legal action for the collection of funds advanced in behalf of such dissenting owner and shall be entitled to recover such action, in addition to the funds advanced, all costs and disbursements of such action, including the sum as and for a reasonable attorney's fee in such amount as the court may fix.

This agreement and/or declaration shall be deemed and is intended to run with the land and to be and constitute a lien and restriction upon the said property, shall be binding, upon and inure to the benefit of the undersigned, his, her, or their heirs, personal representatives, successors and assigns, forever, or until such time as the said easement driveway shall be normally dedicated to and accepted as a public easement by the municipal government lawfully exercising jurisdiction over said easement.

July 3, 1990

4937943

F-11295

-FOON COPY-
CO. RECORDER

NO ACKNOWLEDGEMENT
CO. RECORDER

DK 6234 PG 2402

BEGINNING at a point which is South 1476.6 feet and East 700.8 feet from the Northwest corner of Section 22, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence East 80.0 feet; thence North 123.75 feet; thence West 80.0 feet; thence South 123.75 feet to point of BEGINNING.

TOGETHER WITH the following described right of way 20 feet wide: BEGINNING at a point on the East side of a county road 26 feet East and 1476.6 feet South of the Northwest corner of Section 22, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence East 911.5 feet; thence South 29°11' West 12.99 feet; thence South 33°48' West 10.41 feet; thence West 898.93 feet; thence North 20 feet to the place of BEGINNING.

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-POOR COPY-
CO. REPRODUCED

DK 62314 PG 24 03