

DECLARATION OF ROAD MAINTENANCE AGREEMENT

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

ENT 32599 BK 3683 PG 858
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1995 MAY 24 11:50 AM FEE 13.00 BY AC
RECORDED FOR PROVO ABSTRACT COMPANY

We hereby agree and declare that we shall bear an equal share of any and all costs required for 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 the 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 said properties bounding thereon reach an agreement that repairs are needed. Pursuant to said agreement such owners 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 ingress and egress and utilities.
4. Every owner of property bounding on said driveway who 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 an owner shall not pay his pro-rata share of costs and expense immediately upon receiving his bill for same, the remaining owner shall be entitled without further notice, to institute legal action for the collection of funds advanced in behalf of such owner and shall be entitled to recover, in addition to the funds advanced, all costs and disbursements, including the sum for a reasonable attorney's fee.

This agreement and/or declaration shall be deemed and is intended to be appurtenant to and run with the land and to be and constitute a lien and restrictions upon the said property, shall be binding, upon and insure to the benefit of the undersigned, his, her, or their heirs, personal representatives, successors and assigns, forever, or until such time 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.

Stanley B. Smith
Mary Kaye Smith
Chalcy Smith

Robert Dean Smith
Norma M. Smith
John O. Smith

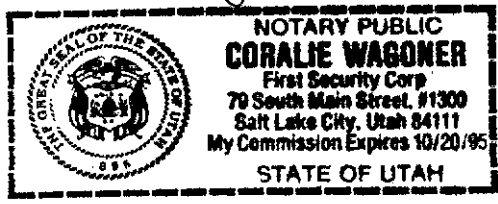
STATE OF UTAH)
)
 COUNTY OF ~~JUHAH~~ SALT LAKE)

SS

On the 16th day of May 1995 A.D. personally appeared before me Stanley B. Smith, MARY KAYE SMITH, Robert Dean Smith, Norma M. Smith, Kirk O. Smith and Chalcy Smith Signers of the within instrument, who duly acknowledged to me that they executed the same.

My Commission Expires:

Coralie Wagoner
 Notary Public



Said Easement is 20 FEET WIDE AND CENTERED OVER THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT ON THE NORTH DEED AND PROPERTY LINE OF A PARCEL OF LAND OWNED BY ROBERT GLEN SMITH FAMILY TRUST, WHICH POINT OF BEGINNING IS SOUTH 329.64 FEET AND WEST 1136.64 FEET (BASED UPON THE UTAH STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, BEARINGS OF SECTION LINES), FROM THE NORTH 1/4 CORNER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°19' EAST 270.17 FEET

THE SAID TWENTY FEET WIDE RIGHT-OF-WAY IS CENTERED OVER THE ABOVE DESCRIBED CENTERLINE, AND EXTENDS TEN FEET ON EACH SIDE OF SAID CENTERLINE.

Said Perpetual Easement shall run with the adjacent land belonging in fee simple to the Grantee for his benefit and use and that of his successors and assigns forever, which land is more particularly described as follows:

BEGINNING AT A POINT AT A FENCE CORNER, WHICH BEGINNING POINT IS SOUTH 598.47 FEET AND WEST 834.59 FEET FROM THE NORTH QUARTER CORNER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 85°21' WEST ALONG A FENCE LINE 199.55 FEET; THENCE NORTH 88°10' WEST ALONG A FENCE LINE AND FENCE LINE EXTENDED, 91.82 FEET; THENCE SOUTH 0°19' EAST ALONG THE EAST LINE OF A LAND, 20.67 FEET; THENCE SOUTH 88°10' EAST ALONG THE REMNANTS OF AN OLD FENCE LINE, 91.80 FEET TO A FENCE CORNER; THENCE SOUTH 0°04' EAST ALONG A FENCE LINE 298.33 FEET TO A FENCE CORNER; THENCE NORTH 89°16' EAST ALONG A FENCE LINE 205.19 FEET, MORE OR LESS, TO A FENCE CORNER; THENCE NORTH 1°17' WEST ALONG A FENCE LINE 300.27 FEET, MORE OR LESS TO THE POINT OF BEGINNING. 14:55:11