

M-5507

When Recorded Mail To:

ENT 3705 BK 2881 PG 797
NINA B REID UTAH CO RECORDER BY MB
1992 JAN 28 4:37 PM FEE 11.00
RECORDED FOR MOUNTAIN WEST TITLE CO

DECLARATION OF ROAD MAINTENANCE AGREEMENT

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

SEE LEGAL DESCRIPTION EXHIBIT "A" ATTACHED
HERETO AND MADE A PART HEREOF.

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 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 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 action, including the sum as and for a reasonable attorney's fee in such amount as the court may fix.

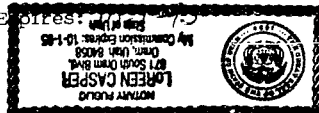
This agreement and/or declaration shall be deemed and is intended to run with the land and to be and constitute a lien and restrictions upon the said property, shall be binding, upon and insure to the benefit of the undersigned, his, her, or their heirs, personal representatives, successors and assigns, 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 L. Smith
Lawrence Smith
Alan J. Smith

Jacque Smith
Viola Smith
Sherry Smith

On this 26th day of January, 1992, personally appeared before me Stanley L. Smith and Jacque Smith, Lawrence Smith and Viola Smith, and Alan J. Smith and Sherry Smith signers of the above instrument, who duly acknowledged to me that they executed the same.

My Commission Expires: 10-1-95



Loren Casper
 Notary Public

Exhibit "A"

Right-of-Way Description:

Commencing at a point on the East side of Canyon Road, which point is North 994.70 feet and East 976.77 feet from the West 1/4 corner of Section 18, Township 6 south, Range 3 east, Salt Lake Base and Meridian;
thence N 5 degrees 40' West 138.23 feet;
thence continuing N 5 degrees 40' West 25.00 feet;
thence S 89 degrees 50' East 633.36;
thence S 5 degrees 40' East 25.00 feet;
thence N 89 degrees 50' West 633.36 feet to the point of beginning.

This agreement is for the benefit of the following described properties:

Commencing at a point on the East side of Canyon Road, which point is North 994.70 feet, and East 976.77 feet from the West 1/4 corner of Section 18, Township 6 south, Range 3 East, Salt Lake Base and Meridian;
thence N 5 deg. 40' W 138.23 feet;
thence S 89 deg. 50' E 316.68;
thence S 5 deg. 40' E 138.23 feet;
thence N 89 deg. 50' W 316.68 feet to the point of beginning.

Also,

Commencing at a point which is 993.78 feet and East 1,293.45 feet from the West 1/4 corner of Section 18, Township 6 south, Range 3 East, Salt Lake Base and Meridian;
thence N 5 deg. 40' W 138.23 feet;
thence S 89 deg. 50' E 316.68 feet;
thence S 5 deg. 40' E 138.23 feet;
thence N 89 deg. 50' W 316.68 feet to the point of beginning.