

MAINTENANCE AND USE AGREEMENT

36 + 37 Marketboro  
Am d

We, the undersigned owners of adjoining parcels of property located in Davis County, State of Utah, in consideration of our mutual interest in maintaining an existing driveway and thereby insuring convenient access to our property, hereby covenant and agree as follows:

- (1) Each party shall enjoy the unobstructed use of the herein described driveway at all times.
- (2) Each party shall share equally in the expense of general repair and maintenance of said driveway, as agree to by all parties.
- (3) Each party shall share equally in the cost of snow removal should the same be required, as agree to by all parties.

This MAINTENANCE AND USE AGREEMENT shall constitute a covenant running with the land and shall be binding upon the parties hereto, their successors, heirs and assigns and all subsequent owners of all or any part of any property which may be entitled to the use and benefits of this Agreement.

Property which shall be subject to this MAINTENANCE AND USE AGREEMENT is described as follows:

*48' x 25' x 10'*  
A 15' common driveway being 7.5' on each side of the following described centerline: *16' ON LOT 36 AND 10' ON LOT 37* *SCS*

11-395-0036 +0037

Beginning at the Southeast corner of Lot 37, MARKETBORO AMENDED, being the corner common to Lots 36 and 37 of said subdivision, and running thence North 41Deg 19' East 233.53' to the Boundary line of said lots.

Dated this 24th day of November, 1997.

*Richard T Bone*  
RICHARD T. BONE

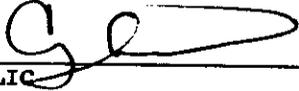
*Dan Griesemer*  
DAN GRIESEMER, MANAGING  
MEMBER

*Stuart C. Thatcher*  
STUART C. THATCHER,  
MANAGING MEMBER

STATE OF UTAH )  
COUNTY OF DAVIS ):SS

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On the 24<sup>th</sup> day of DAVIS, 1997, personally appeared before me RICHARD T. BONE, the signer of the above instrument, who duly acknowledged to me that they executed the same.



MY COMMISSION EXPIRES: 11/29/97 NOTARY PUBLIC

RESIDING AT: \_\_\_\_\_

STATE OF UTAH )  
COUNTY OF Davis ):SS

On the 26 day of November, 1997, personally appeared before me DAN GRIESEMER, MANAGING MEMBER AND STUART C. THATCHER, MANAGING MEMBER OF THE BORO STREET, L.C., the signer of the above instrument, who duly acknowledged to me that they executed the same.



MY COMMISSION EXPIRES: 3/19/99 NOTARY PUBLIC

RESIDING AT: South Weber, UT

