

WHEN RECORDED MAIL TO:

METRO NATIONAL TITLE
275 East South Temple #100
Salt Lake City, Utah 84111
MNT 91003925

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01 JULY 91 04:05 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
METRO NATIONAL TITLE
REC BY: DOROTHY SINFIELD, DEPUTY

5090843

JOINT DRIVEWAY AGREEMENT

This agreement made and executed this 27th day of June, 1991, by and between BRUCE R. SHEKMAN and SUZANNE RICHARDS SHERMAN, husband and wife, Party of the First Part; and JACQUELINE B. PRATT, Party of the Second Part:

Whereas the Party of the First Part are the owners in fee of that certain tract of land located at 124 North I Street, Salt Lake City, County of Salt Lake, State of Utah, which is more particularly described as follows:

Beginning at the Southwest corner of Lot 3, Block 33, Plat "D", Salt Lake City Survey; thence North 2.5 rods; thence East 7.25 rods; thence South 2.5 rods; thence West 7.25 rods to the point of beginning.

And whereas, the Party of the Second Part are owners in fee of that certain tract of land located at 118 North I Street, Salt Lake City, County of Salt Lake, State of Utah, which is more particularly described as follows:

Beginning at the Northwest corner of Lot 2, Block 33, Plat "D", Salt Lake City Survey; thence South 3.5 rods; thence East 6 rods; thence North 2 rods; thence East 1.25 rods; thence North 1.5 rods; thence West 7.25 rods to the point of beginning.

And whereas, the parties jointly use a driveway located on the property of, and owned by the Party of the second part which driveway is described as follows:

Beginning at the Northwest corner of Lot 2, Block 33, Plat "D", Salt Lake City Survey; and running thence South 8 feet; thence East 87 feet; thence North 45 deg. East 11.31 feet, more or less, to the North boundary of the above described property; thence West 97 feet, more or less, to the point of beginning.

The use and maintenance of said driveway shall be in accordance with the following terms and conditions:

1. The joint driveway referred to and described above is hereby agreed for all purposes to constitute a joint driveway; and all legal and equitable principles relating to joint driveways shall govern and apply.

2. The Party of the Second Part does hereby grant and

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convey unto the Party of the First Part, a Right of Way for ingress and egress thereto, that portion of the joint driveway located on its tract of land.

3. Neither Party shall use or alter the joint driveway located on the tract owned by him in anyway which would jeopardize the use of said driveway.

4. The Parties shall equally share any and all costs and expenses relating to repair, replacement, restoration, or maintenance, the expenditure or incurring of which may be necessary or desirable to preserve the soundness or structural integrity of the joint driveway; provided, however, that if any such cost of expense becomes necessary or desirable as result of the act or omission of one Party, that cost or expense involved shall be borne by that Party alone.

5. This agreement shall constitute covenants running with the lands described herein and shall be binding upon and shall inure to benefit of each Party hereto and their respective grantees, transferees, heirs, devisees, Personal Representatives, successors and assigns.

6. Party of the Second Part is hereby granted a license to maintain the garage as it presently exists. It is agreed that the garage may encroach into the property of the First Party and that the license granted herein will terminate at any time the garage is removed. Any new garage will be constructed solely on the land of the Second Party.

Dated this 27 day of June, 1991.

Party of the First Part

Bruce R. Sherman
BRUCE R. SHERMAN by FRANK CIARAMELLA his
Attorney in Fact
Suzanne Richards Sherman
SUZANNE RICHARDS SHERMAN by FRANK CIARAMELLA
her Attorney in Fact

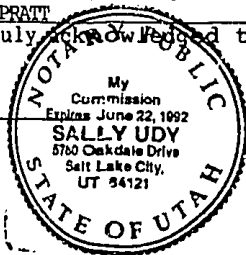
Party of the Second Part

Jacqueline B. Pratt
JACQUELINE B. PRATT

STATE OF UTAH COUNTY OF SALT LAKE)ss

On the 27th day of June, 1991, personally appeared before me JACQUELINE B. PRATT, the signer of the above instrument, who duly acknowledged to me that she executed the same.

Sally Udy
Notary Public

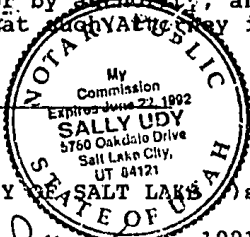


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STATE OF UTAH COUNTY OF SALT LAKE)ss

On the 28 day of June, 1991, personally appeared before me FRANK CIARAMELLA, who by me being duly sworn (or affirmed) upon oath did say that such person is the Attorney in Fact of BRUCE R. SHERMAN, and that said instrument was signed in behalf of said grantor by authority, and said FRANK CIARAMELLA acknowledged to me that such person in fact executed the same.

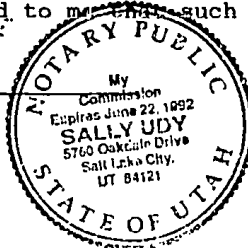
Sally Udy
Notary Public



STATE OF UTAH COUNTY OF SALT LAKE)ss

On the 28 day of June, 1991, personally appeared before me FRANK CIARAMELLA, who by me being duly sworn (or affirmed) upon oath did say that such person is the Attorney in Fact of SUZANNE RICHARDS SHERMAN, and that said instrument was signed in behalf of said grantor by authority, and said FRANK CIARAMELLA acknowledged to me that such attorney in fact executed the same.

Sally Udy
Notary Public



1

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