

Escrow No. 293450-DP

When Recorded Return to
William Henry Shober
408 East Shamrock Drive
Murray, Utah 84107

MTC File No. 35387

1200

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04 NOVEMBER 93 10:27 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
REC BY: SHARON WEST , DEPUTY

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DRIVEWAY EASEMENT AND MAINTENANCE AGREEMENT

This Driveway Easement and Maintenance Agreement is made this 2nd day of November, 1993, by and between WILLIAM HENRY SHOBER, JR., Trustee of the William Henry Shober, Jr. Family Trust, (herein SHOBER); and JAMES V. HUGHES (herein HUGHES). For good and valuable consideration the adequacy of which is hereby acknowledged the parties hereto understand and agree as follows:

1. SHOBER is the owner of the following described property located in Salt Lake County, Utah:

All of Lot 2, Driggs Subdivision, according to the official plat thereof.

2. HUGHES is the owner of the following described property located in Salt Lake County, Utah:

All of Lot 3, Driggs Subdivision, according to the official plat thereof.

3. SHOBER and HUGHES share, at least in part, the use of a common driveway over the following described property located in Salt Lake County, Utah (herein referred to as the Easement):

Beginning at the South Corner of Lot 3, Driggs Subdivision on the North Right of Way Line of Wasatch Boulevard, said point also being the Southeast Corner of Lot 2, Driggs Subdivision; and running thence South 60°00'00" West 10 feet along the North Right of Way line of Wasatch Boulevard and the South Line of said Subdivision; thence North 14°09'23" West 31.185 feet; thence North 60°00'00" East 30 feet; thence South 14°19'23" East 31.185 feet to the South Line of said Subdivisor and the North Right of Way Line of Wasatch Boulevard; thence South 60°00'00" West 20 feet along said line to the point of beginning.

4. Each of the undersigned parties acknowledges the rights of the other party to use the easement for ingress, egress, public utilities and drainage and agrees to jointly participate in the maintenance of the driveway on said Easement and desire to reduce their agreement to writing.


5. NOW, THEREFORE, in consideration of the premises, the undersigned agree and covenant as follows:

(a) Each of the undersigned grants to the other an Easement for ingress,

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- gress, public utilities and drainage, over, across and under the Easement property as described above; and
- (b) Each of the undersigned agrees to jointly participate in the maintenance of the driveway on said Easement and agrees that they shall share equally in the maintenance of the Driveway located on the Easement, including by way of example only, reasonable and ordinary maintenance and snow removal.

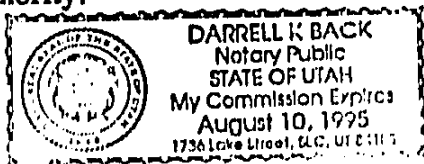
6. The rights and obligations created hereunder shall be binding upon and inure to the benefit of the heirs, successors and assigns of the respective parties and shall be deemed to run with and be appurtenant to the property owned by the parties hereto.



WILLIAM HENRY SHOBER, JR.,
 Trustee of the William
 Henry Shober, Jr. Family Trust


JAMES V. HUGHES

STATE OF UTAH)
) : ss.
 COUNTY OF SALT LAKE)

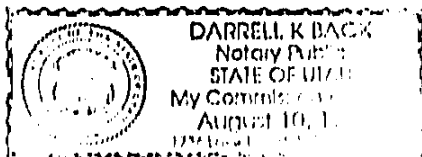
The foregoing instrument was acknowledged before me this 2nd day of November, 1993 by **WILLIAM HENRY SHOBER, JR.**, Trustee of the William Henry Shober, Jr. Family Trust, who duly acknowledged to me that he executed the same by authority.




 NOTARY PUBLIC

STATE OF UTAH)
) : ss.
 COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 3rd day of November, 1993 by **JAMES V. HUGHES**.




 NOTARY PUBLIC