

JOINT DRIVEWAY USE AND
MAINTAINACE AGREEMENT

ATC #: E279479

TAX ID#: 08-35-478-010

This agreement is made and entered into by and between TAFT/PAYNE
AVILA, Hereinafter referred to as the party of the first
part and _____, hereinafter referred to as party of the
second part.

Whereas party of the first part is the fee title owner of the following described tract:

COM 90 FT E FR SW COR LOT 5 BLK 59 PLAT C SLC SUR E 124.5 FT
N 2.5 RDS W 124.5 FT S 2.5 RDS TO BEG

Whereas party of the second part is the fee title owner of the following described tract:

BEG AT SW COR LOT 5, BLK 59, PLAT C, SLC SUR; N 41 1/4 FT; E
90 FT; 41 1/4 FT; W 90 FT TO BEG. 3833-293 5172-1460

Whereas a common concrete driveway exists on the real property of the parties herein described
as follows:

Beginning at a point 2.5 rods North of the Southwest
corner of Lot 5, Block 59, Plat "C", Salt Lake City
Survey, and running thence North 4 feet; thence East 90
feet; thence South 8 feet; thence West 90 feet; thence
North 4 feet, to the point of beginning.

Whereas it has become necessary for the parties hereto, for their mutual benefit to create joint use
of subject driveway for the purpose of ingress and egress and to establish an agreement for
maintenance which shall run with the land their successors and assigns.

Now therefore the party of the first part and the party of the second part hereby mutually agree as
follows:

1. Both parties hereby grant each to the other the right of joint use for the purpose of ingress and
egress over and across their respective common driveway described herein.
- *** 2. Both parties hereby mutually agree to share in costs of maintenance and repair if any, snows
removal if any costs are incurred.

***OWNER OF PET STOP VET CLINIC PAYS FOR
SNOW REMOVAL.

BK8453PG1544

JOINT DRIVEWAY USE AND MAINTAINANCE AGREEMENT

This agreement is made and entered into by and between AVILA and TAFIT/PAYNE.
part and _____, hereinafter referred to as the party of the first part,
and _____, hereinafter referred to as party of the second part.

Whereas party of the first part is the fee title owner of the following described tract:
COM 90 FT E SW COR LOT 5 BLK 59 PLAT C SLC SUR E 124.5 FT
N 2.5 RDS W 124.5 FT S 2.5 RDS TO BEG

Whereas party of the second part is the fee title owner of the following described tract:
BEG AT SW COR LOT 5, BLK 59, PLAT C, SLC SUR, N 41 1/4 FT,
90 FT; S 41 1/4 FT; W 90 FT TO BEG. 3899-299 5172-1460

Whereas a common concrete driveway exists on the real property of the parties herein described as follows: Beginning at a point 2.5 rods North of the Southwest corner of Lot 5, Block 59, Plat "C", Salt Lake City Survey, and running thence North 4 feet; thence East 90 feet; thence South 8 feet; thence West 90 feet; thence North 4 feet, to the point of beginning.

Whereas it has become necessary for the parties hereto, for their mutual benefit, to create joint use of subject driveway for the purpose of ingress and egress and to establish an agreement for maintenance which shall run with the land their successors and assigns.

Now therefore the party of the first part and the party of the second part hereby mutually agree as follows:

1. Both parties hereby grant each to the other the right of joint use for all purposes of ingress and egress over and across their respective common driveway described herein.
- * 2. Both parties hereby mutually agree to share in costs of maintenance and repair if any, snow removal if any costs are incurred.

Tsidra Hernandez M.
Melita Payne

* OWNER OF Pet Stop Vet Clinic Pays for SNOW REMOVAL.

08.35.478.010

CO. RECORDER
-POOR COPY-
CO. RECORDER
BK 8453 PG 1545

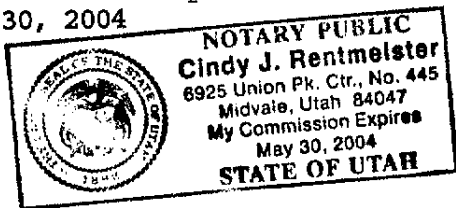
STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On April 18, 2001, personally appeared
before me, ~~XXXXX~~, XXXXX TSIDRO HERNANDEZ M.
the signer (s) of the foregoing instrument, who being by me duly sworn,
acknowledged to me that **THEY** executed the same.

My Commission Expires:
May 30, 2004

Cindy J. Rentmelster
NOTARY PUBLIC

Residing at: SLC



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