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2621884

Recorded MAY 15 1974 at 5p.m.
Request of McONE LAND TITLE COMPANY
Fee Paid JERADEAN MARTIN
Recorder, Salt Lake County, Utah
AGREEMENT \$ 500 By MB Deputy
Ref.

MADE this 13th day of May, 1974

BY AND BETWEEN

JACOBSEN CONSTRUCTION COMPANY, INC. (hereinafter referred to as "Jacobsen")

A
N
D

M.S.A. FINANCE CORPORATION (hereinafter referred to as "M.S.A.").

WHEREAS, by Warranty Deed dated the date hereof, Jacobsen conveyed to M.S.A. a perpetual easement over the following described property (said property and the perpetual easement over the same being hereinafter called the "Easement"):

Beginning at a point East 325 feet and North 704 feet more or less from the Southwest corner of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian; thence South 360 feet more or less; thence South 20° East 15 feet more or less; thence South 310 feet more or less; thence East 28 feet; thence North 310 feet more or less; thence North 20° West 15 feet; thence North 360 feet more or less; thence West 28 feet to the point of beginning; and

WHEREAS, the parties hereto are desirous of entering into this Agreement with respect to the maintenance of the Easement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions herein contained, the parties hereto agree as follows:

- (1) The Easement will at all times remain free, open and uninterrupted for use by the parties hereto

and their respective successors and assigns, as provided by the above-mentioned Warranty Deed.

(2) Following the recordation hereof and prior to completion of construction of improvements on the above-mentioned property of M.S.A., Jacobsen will pave the entire length of the Easement in the same manner as the portion thereof adjacent to Temple Street is presently paved.

(3) M.S.A. will at all times keep the portion of the Easement adjacent to the property of M.S.A. clean and free from accumulations of dirt and debris and will when necessary make repairs thereto so that the surface of the Easement will at all times be maintained substantially in the manner that the portion of the Easement which is presently paved is now maintained.

(4) Jacobsen will at all times keep the portion of the Easement adjacent to the property of Jacobsen clean and free from accumulations of dirt and debris and will when necessary make repairs thereto so that the surface of the Easement will at all times be maintained substantially in the manner that the portion of the Easement which is presently paved is now maintained.

(5) The parties hereto agree to cooperate with each other in the removal of snow and ice from the Easement and to each pay their own share of such costs based upon their respective use of the Easement.

(6) This Agreement and the covenants and conditions herein contained shall be binding upon the parties hereto and their respective successors and assigns and shall run with the aforesaid lands and be permanently appurtenant to said lands.

WITNESS the due execution hereof.

Attest:

JACOBSEN CONSTRUCTION COMPANY, INC.

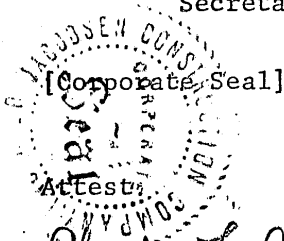
Mildred M. Macat

By

Les Jacobsen

Secretary

President



Attest:

M.S.A. FINANCE CORPORATION

Charles L. Albright

By

Eugene M. Messer

Secretary

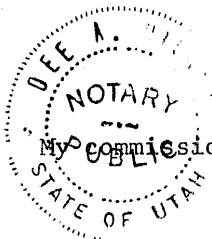
Vice President

[Corporate Seal]



STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

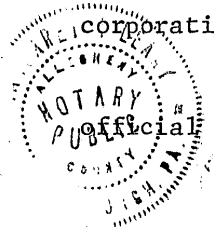
On the 13th day of May, 1974 personally appeared before me LEO M. JACOBSEN and THEODORE M. JACOBSEN, who being by me duly sworn, did say, each for himself, that he the said Leo M. Jacobsen is the President, and he, the said Theodore M. Jacobsen is the Secretary of Jacobsen Construction Company and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said Leo M. Jacobsen and Theodore M. Jacobsen each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Dee A. Nielsen
Notary Public
Residing in Salt Lake County, Utah

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the 8th day of May, 1974, before me, the undersigned officer, personally appeared EUGENE W. MERRY, who acknowledged himself to be the Vice President of M.S.A. Finance Corporation, a corporation, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.



IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Margaret M. Leary
Notary Public

My commission expires: MARGARET M. LEARY, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES JAN. 7, 1975
Member, Pennsylvania Association of Notaries