

20378

EASEMENT FOR COMMON ROADWAY

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This agreement and grant of easement is made and entered into this 13<sup>th</sup> day of August 1976 by and between C. & M. Magleby Properties a co-partnership, and David A. Jacobson of Provo, Utah County, State of Utah.

RECITALS

The parties have interests in adjoining real estate situated in Provo City, County of Utah, State of Utah with the co-partnership of C. & M. Magleby Properties being the owner of the land which is specifically hereinafter described as the land in which as easement is conveyed and David A. Jacobson is the owner of contiguous parcel of land more particularly described as follows:

Beginning at a point on the Southerly right of way line of the University Parkway, Provo, Utah, which point is East along the Section line 1122.46 feet and South 1075.65 feet from the North quarter corner of Section 36, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 35° 41' 10" East 114.58 feet; thence South 5° 32' West 171.00 feet; thence West 143.00 feet; thence North 35° 41' 10" West 159.78 feet; thence North 54° 18' 50" East 228.83 feet to the point of beginning.

There has been previously installed black top surfacing and curb and guttering for roadway purposes upon the land which is the subject of this easement and it is the desire of the parties to create a common roadway over and upon the described easement to provide access and egress to the land of David A. Jacobson from the city streets of Provo, Utah to be used by himself, his tenants, his successors and assigns and to be used in common with the contiguous land of C. & M. Magleby Properties, a co-partnership, its tenants, successors, and assigns.

NOW, THEREFORE, C. & M. Magleby Properties, a co-partnership does hereby grant and convey to David A. Jacobson,

JEFFS AND JEFFS  
ATTORNEYS AT LAW  
90 NORTH 100 EAST  
PROVO, UTAH 84601

BOOK 1493 PAGE 389

1 his successors and assigns forever, an easement for a common  
2 roadway extending from the boundry of the above described land  
3 of David A. Jacobson and connecting with 2nd West Street and  
4 1625 North Street of Provo City, Utah, said easement being  
5 more particularly described as follows:

6 Beginning at a point on the Westerly Right-of-  
7 Way line of 200 West Street, Provo, Utah; which  
8 point is the Southeast corner of a 1.00 acre  
9 parcel of land sold to David Jacobson, said  
10 beginning point being East along the Section  
11 line 1172.81 feet and South 1338.92 feet from  
12 the North quarter corner of Section 36,  
13 Township 6 South, Range 2 East, Salt Lake Base  
14 and Meridian; thence South 5° 32' West along  
15 the West line of said 200 West Street 34.16  
16 feet; thence West 121.41 feet; thence South  
17 66° 02' 12" West 125.58 feet; thence South  
18 10° 28' 48" East 82.15 feet; thence South  
19 1° 44' 48" West 109.40 feet to the North line  
20 of 1625 North Street; thence South 89° 23' 30"  
21 West along said 1625 North Street 30.03 feet;  
22 thence North 1° 44' 48" East 107.42 feet;  
23 thence North 10° 28' 48" West 106.71 feet;  
24 thence North 66° 02' 12" East 115.67 feet;  
25 thence North 35° 41' 10" West 158.15 feet;  
26 thence North 54° 18' 50" East 30.00 feet;  
27 thence South 35° 41' 10" East 159.78 feet;  
28 thence East 143.00 feet to the point of  
29 beginning.

30 In consideration of said grant of easement, David  
31 A. Jacobson, his successors and assigns, does hereby agree to  
32 share and pay their ratable portion of maintenance and repair  
to the improvements to the said roadway it being understood  
and agreed that the ratable portion to be paid by David A.  
Jacobson his successors and assigns therefore is one-ninth of  
the actual amounts expended for such maintenance costs and  
repairs.

It is agreed that this easement is superior and para-  
mount to the rights to any of the parties hereto in the res-  
pective servient estates so created and the parties further  
agree that it is a covenant that shall run with the land.

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In the witness whereof the parties have executed this agreement at Provo, Utah.

C. & M. PROPERTIES  
A Co-Partnership

Mark Magleby  
Mark Magleby  
General Partner

David A. Jacobson  
David A. Jacobson

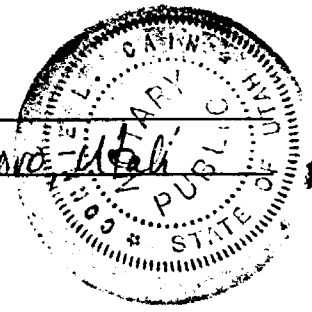
STATE OF UTAH )  
                  : ss  
COUNTY OF UTAH )

H. MARK MAGLEBY, being first duly sworn deposes and says that he is the general partner of C. & M. Magleby Properties, a co-partnership and has read the foregoing Easement for Common Roadway and understands the contents thereof, and that the same are true of his own knowledge except as to matters therein stated on information and belief and as to such matters he believes them to be true, and that the within and foregoing instrument was signed in behalf of C. & M. Magleby Properties, a co-partnership.

H. Mark Magleby  
H. Mark Magleby

Subscribed and sworn to before me this 13<sup>th</sup> day of August, 1976.

Connie L. Cain  
Notary Public  
Residing at Provo, Utah



My commission expires  
April 7, 1980

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