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JAN 9 - 1952

Recorded at Request of HALLIDAY & HALLIDAY  
at 1:50 P M Fee paid \$ 5.20 1108 CONTINENTAL BANK BLDG.  
Hazel Taggart Chase, Recorder Salt Lake County, Utah  
By J.M. Camb, Dep. Book 903 Page 491 Ref. \_\_\_\_\_

AGREEMENT

THIS AGREEMENT, Made and entered into this 30th day of October, 1951, by and between THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation, having its principal office at Newark, New Jersey (hereinafter called "PRUDENTIAL"); THE GOODYEAR TIRE & RUBBER COMPANY, INC., a Delaware corporation, having an office in Akron, Ohio, (hereinafter called "GOODYEAR"); CLARENCE NILSON and OLIVE NILSON, his wife, of Salt Lake City, Utah, (hereinafter called "NILSONS"); IMPERIAL UPHOLSTERING COMPANY, a Utah corporation, having its principal office in Salt Lake City, Utah (hereinafter called "IMPERIAL"); and FIRST SECURITY BANK OF UTAH, a National Association, having its principal office in Ogden, Utah, (hereinafter called "BANK"),

WITNESSETH:

That, WHEREAS, PRUDENTIAL is the owner of the following described premises in Salt Lake City, Utah, to-wit:

Commencing 200 feet East of the Northwest corner of Lot 10, Block 22, Five Acre Plat "A", Big Field Survey, and running thence East 193 feet; thence South 254.1 feet; thence west 193 feet; thence North 254.1 feet to the place of beginning,

(hereinafter called "TRACT A"), and

WHEREAS, PRUDENTIAL by lease dated November 6, 1950 leased said premises to GOODYEAR. In accordance with paragraph No. 16 of said lease, GOODYEAR has erected on said premises a certain building and improvements, and

WHEREAS, NILSONS own the premises, which are contiguous to and adjoin the west 157.725 feet of TRACT A on the north side thereof, which premises owned by NILSONS are located in said city, and are more particularly described as follows, to-wit:

Commencing at a point 188 feet East from the Northwest corner of Lot 11, Block 22, Five Acre Plat "A", Big Field Survey, thence East 169.725 feet; thence South 287.1 feet; thence West 169.725 feet; thence North 287.1 feet to the place of beginning,

(hereinafter called "TRACT B"), and

WHEREAS, IMPERIAL owns the premises, which are contiguous to and adjoin the east 35.275 feet of TRACT A on the north side thereof, which premises owned by IMPERIAL are located in said city and are more particularly described as follows, to-wit:

Beginning at a point 357.725 feet East of the Northwest corner of Lot 11, Block 22, Five Acre Plat "A", Big Field Survey and running thence South 287.1 feet to the South line of said Lot 11, thence East 150 feet to the West line of right-of-way for Salt Lake and Utah Railroad Company, thence North along the West line of said right-of-way 267.1 feet; thence North 36 degrees 52 minutes West along said West line of right-of-way 25 feet to the North line of said Lot 11, thence West along said North line 135 feet to place of beginning,

(hereinafter called "TRACT C"), and

WHEREAS, BANK is the holder of a first mortgage on TRACT B, and

WHEREAS, the north wall of the building erected by GOODYEAR on TRACT A is not located precisely on the north property line of said tract. As shown by a plat, dated September 20th, 1951, made by Bush & Gudgeall, attached hereto, marked Exhibit A, and made a part hereof, the north face of the north wall is located at the ground level 0.33 feet at the west end and 0.25 feet at the east end, south of the north property line of TRACT A. However, said wall is not plumb. At the top of said wall, it extends and encroaches over onto TRACT B 0.2 feet at the widest point, and encroaches on TRACT C as shown on Exhibit A, and

WHEREAS, NILSONS and IMPERIAL desire to grant PRUDENTIAL an easement on TRACTS B and C so as to permit the north wall of the PRUDENTIAL'S building as now located and erected on TRACT A to extend and encroach over onto TRACTS B and C, and

WHEREAS, PRUDENTIAL desires to grant NILSONS an easement on so much of the West 157.725 feet of TRACT A as at the ground level lies North of the North wall of the building on TRACT A, and

WHEREAS, PRUDENTIAL desires to grant IMPERIAL an easement on so much of the East 35.275 feet of TRACT A as at the ground level lies North of the North wall of building on TRACT A, and

WHEREAS, GOODYEAR joins in the execution hereof for the purpose of consenting hereto as lessee of said TRACT A from PRUDENTIAL, and

WHEREAS, BANK joins in the execution hereof for the purpose of consenting hereto and subordinating the lien of its said mortgage on TRACT B to this agreement.

NOW, THEREFORE, in consideration of the premises aforesaid, and the sum of One Dollar (\$1.00) each to the other in hand paid, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. NILSONS hereby grant PRUDENTIAL an easement over, across and upon TRACT B for so much of the north wall of the building on TRACT A as now encroaches and extends in its present location over onto TRACT B. This easement shall continue and be in effect as long as said wall is in its present location. This easement shall cease if said wall be destroyed, removed, and/or demolished. PRUDENTIAL agrees not to increase the encroachment of its said wall on TRACT B.

2. IMPERIAL hereby grants PRUDENTIAL an easement over, across and upon TRACT C for so much of the north wall of the building on TRACT A as encroaches and extends in its present location over onto TRACT C. This easement shall continue and be in effect as long as said wall is in its present location. This easement shall cease if said wall be destroyed, removed, and/or demolished. PRUDENTIAL agrees not to increase the encroachment of its said wall on TRACT C.

3. PRUDENTIAL hereby grants NILSONS an easement over, across and upon the West 157.725 feet of TRACT A lying north of the north wall of the building now on TRACT A and over, across and upon the north 0.33 feet of the west 8.36 feet of TRACT A so as to permit NILSONS the exclusive use of said portions of TRACT A either as vacant ground or for the purpose of erecting a wall thereon if at any time in the future they desire to do so. If NILSONS erect a wall on said portions of TRACT A, this easement shall continue as long as said wall is in existence. However, if NILSONS never erect said wall, and if PRUDENTIAL ceases to use the easement in its favor, created in Paragraph No. 1 hereof, then the easement hereby created in NILSONS favor on TRACT A shall cease and be at an end.

4. PRUDENTIAL hereby grants IMPERIAL an easement over, across and upon the east 35.725 feet of TRACT A lying north of the north wall of the building now on TRACT A so as to permit IMPERIAL the exclusive use of said portion of TRACT A either as vacant ground or for the purpose of erecting a wall thereon if at any time in the future it desires to do so. If IMPERIAL erects a wall on said portion of TRACT A, this easement shall continue as long as said wall is in existence. However, if IMPERIAL never erects said wall, and if PRUDENTIAL ceases to use the easement in its favor granted in Paragraph No. 2 hereof, then the easement hereby granted in IMPERIAL'S favor on TRACT A shall cease and be at an end.

5. GOODYEAR as lessee of TRACT A hereby consents and agrees to the easements hereby granted by PRUDENTIAL to NILSONS And IMPERIAL in paragraphs No. 3 and No. 4 hereof.

6. BANK hereby consents to the easement granted by NILSONS to PRUDENTIAL in paragraph No. 1 hereof. BANK agrees that its mortgage on TRACT B shall be subject, junior and subordinate to the easement granted to PRUDENTIAL by NILSONS in paragraph No. 1 hereof.

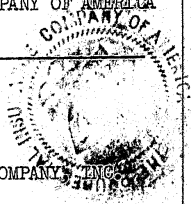
7. This agreement shall be a covenant running with the land, described herein, and shall bind the parties hereto and their successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in quintuplicate copies as of the date hereof in manner and form sufficient to bind them.

CHECKED BY [Signature] APPROVED BY [Signature] ATTEST [Signature] omd

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By [Signature]  
Vice-President



ATTEST: [Signature]  
Assistant Secretary

THE GOODYEAR TIRE & RUBBER COMPANY, INC.

By [Signature]  
Vice-President

ATTEST: [Signature]  
Assistant Secretary

[Signature]  
(Clarence Nilson)

[Signature]  
(Olive Nilson)

IMPERIAL UPHOLSTERING COMPANY

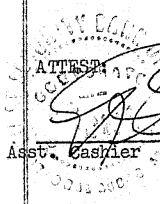
By [Signature]  
President

ATTEST: [Signature]  
Secretary

FIRST SECURITY BANK OF UTAH,  
a National Association

By [Signature]  
Vice-President

ATTEST: [Signature]  
Asst. Cashier



5348

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF LOS ANGELES )

On the 31<sup>st</sup> day of *December*, AD, 1951, personally appeared before me *G. T. Wofford* and

*G. C. COLEMAN*, who, being by me duly sworn, did say that they are the Vice-President and Assistant Secretary, respectively, of The Prudential Insurance Company of America, the corporation that executed the foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of its by-laws, and said *G. T. Wofford* and *G. C. COLEMAN* severally acknowledged to me that said corporation executed the same.

*Mary J. Sigfield*  
Notary Public, residing in 605  
ANGELES, CALIF  
My commission expires: 8/31/55

STATE OF OHIO )  
 ) SS.  
COUNTY OF SUMMIT )

On the 14<sup>th</sup> day of *November*, AD, 1951, personally appeared before me *J. E. Mayhew* and *W. M. Mettler*, who, being by me duly sworn, did say that they are the Vice-President and Assistant Secretary, respectively, of The Goodyear Tire & Rubber Company, Inc., the corporation that executed the foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of its by-laws and said *J. E. Mayhew* and *W. M. Mettler* severally acknowledged to me that said corporation executed the same.

My commission expires: *5/24/52* *Evelyn Firestone*  
Notary Public, residing in  
*Akron, Ohio*

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

On the 30<sup>th</sup> day of *October*, AD, 1951, personally appeared before me *CLARENCE NILSON* and *OLIVE NILSON*, husband and wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

My commission expires: *12/21/53* *Wallace R. Woodbury*  
Notary Public, residing in  
*Salt Lake City, Utah*

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

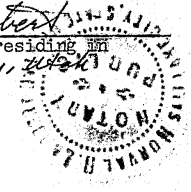
On the 30<sup>th</sup> day of *October*, AD, 1951, personally appeared before me *CLARENCE NILSON* and *OLIVE NILSON*, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of Imperial Upholstering Company, and that said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said *CLARENCE NILSON* and *OLIVE NILSON* severally acknowledged to me that said corporation executed the same.

My commission expires: *12/21/53* *Wallace R. Woodbury*  
Notary Public, residing in  
*Salt Lake City, Utah*

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

On the 6th day of November, AD, 1951, personally appeared before me, V.R. STEFFENSEN and R. G. WILLIE who, being by me duly sworn, did say that they are the Vice-President and Cashier, respectively, of First Security Bank of Utah, and that said instrument was signed in behalf of said corporation by authority of its laws, and that of a resolution of the Board of Directors and V.R. Steffensen and R.G. Willie severally acknowledged to me that said corporation executed the same.

My commission expires:  
My Commission Expires July 28, 1954

*Vernon H. Lambert*  
Notary Public, residing in  
Salt Lake City, Utah  


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