

1391511

Recorded SEP 27 1954 at 4:31 P m.
Request of FIRST NATIONAL BANK
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
\$ 2.80 By D. Johnson Deputy
Book 1128 Page 64 Ref. _____

A G R E E M E N T

THIS AGREEMENT, made and entered into in duplicate this 5th day of March, 1951, by and between E. L. SILBERSTEIN and GLADYS SILBERSTEIN, his wife, Parties of the First Part, and PAUL A. NEWMAYER and MARIAN A. NEWMAYER, his wife, Parties of the Second Part; WITNESSETH:

WHEREAS, concurrently with the execution hereof, the parties hereto are executing a certain Uniform Real Estate Contract whereunder and whereby the Parties of the First Part are selling to the Parties of the Second Part, and the Parties of the Second Part are purchasing from the Parties of the First Part, the following described tract of land in Salt Lake County, Utah, to-wit:

Commencing at a point 113.5 feet East of the Northwest corner of Lot 5, Block 40, Plat "B", Salt Lake City Survey; and running thence East 84.5 feet; thence South 10 rods; thence West 84.5 feet; thence North 10 rods to the place of beginning.

Subject to a right of way over the West 12 feet of the North 145 feet of said tract; and,

WHEREAS, the parties of the First Part also own and are retaining a tract of land 31 feet in width by 10 rods in length immediately adjoining the above described tract on the west; and,

WHEREAS, there is a large garage building extending across the entire rear of the portion hereinabove described and also extending across over the 31 feet still owned by the Parties of the First Part, which garage building is divided into sections for the use for private storage of automobiles;

NOW, THEREFORE, in consideration of the sum of One Dollar by each party to the other in hand paid, and in further consideration of the execution of the contracts and instruments hereinabove referred to, the parties hereto hereby covenant and agree as follows, to-wit:

1. That notwithstanding the execution of the contract above referred to and the deed thereby contemplated, the garage building herein referred to shall be left undisturbed as long as it shall stand, and it shall not be necessary to divide it to conform to the lines of the tract being sold to the Parties of the Second Part, but either party shall be at liberty to tear down his portion of the garage building by placing, at his own expense, a suitable end on the portion left standing.

2. The West three sections of said garage building shall be the property of the Parties of the First Part herein, and all of the remainder of said garage

PERRIS S. JENSEN
ATTORNEY AND COUNSELLOR AT LAW
WALKER BANK BUILDING
SALT LAKE CITY, UTAH

building shall be the property of the Parties of the Second Part herein.

3. It is believed that the portion of such garage building which shall be owned by the Parties of the Second Part extends beyond the west boundary of the above described tract and encroaches upon the 31 foot by 10 rod tract retained by the Parties of the First Part herein. It is expressly agreed that such encroachment may continue as long as the said garage building shall stand, such encroachment to be at the permission of the Parties of the First Part herein, which permission for the life of such garage building is hereby granted, and such encroachment shall not give to the Parties of the Second Part any adverse or prescriptive rights in and to the tract of land upon which such encroachment shall stand, but the Parties of the First Part, and their successors in interest, shall not have the right to require the removal of said garage building, or any portion thereof, from the land upon which it encroaches as long as said building shall stand.

4. When the said garage building shall be totally destroyed by fire, storm, or natural wear and tear, then the right to encroachment shall terminate, and the boundary line between the parties hereto and their successors in interest shall be the west line of the above described tract.

5. This agreement shall be binding upon and shall inure to the benefit of the heirs, successors, administrators, assigns, and successors in interest of the parties hereto.

6. In the event of any breach hereunder, the party at fault shall pay the costs and expenses from enforcing this agreement, including the payment of a reasonable attorney's fee.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands at Salt Lake City, Utah, this, the day and year first hereinabove written.

E. L. Silberstein

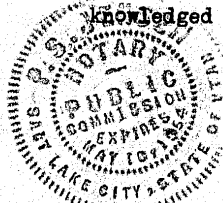
Gladys Silberstein
Parties of the First Part

Paul A. Newmyer

Marian A. Newmyer
Parties of the Second Part

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

On this 5th day of March, 1951, personally appeared before me E. L. SILBERSTEIN and GLADYS SILBERSTEIN, his wife, and PAUL A. NEWMAYER and MARIAN A. NEWMAYER, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



E. L. Silberstein

Notary Public
Residing at Salt Lake City, Utah

My Commission Expires:

May 18, 1954.