

1325549

Recorded **APR 14 1968** at 10:30 a. m.  
Request of H. A. Smith  
Fee Paid. Hazel Taggart Chase,  
Recorder, Salt Lake County Utah  
\$ 2.00 By C. J. McCall Deputy  
Book 999 Page 274 Ret. 516 7th St. S. 1119.

**A G R E E M E N T**

THIS AGREEMENT dated March 5, 1953, by and between  
H. A. SMITH and HARRIETTE K. SMITH, his wife, First Party,  
and THE FIRESTONE TIRE AND RUBBER COMPANY, an Ohio corpora-  
tion, Second Party, provides:

a. First Party is the owner of a tract of land lo-  
cated in Salt Lake County, State of Utah, described as fol-  
lows:

Commencing 8 rods south of the northeast  
corner of Lot 8, Block 28, Plat A, Salt  
Lake City Survey, and running thence south  
2 $\frac{1}{2}$  rods, thence west 10 rods, thence north  
2 $\frac{1}{2}$  rods, thence east 10 rods to the point  
of beginning.

b. Second Party is the owner of a tract of land lo-  
cated in Salt Lake County, State of Utah, described as fol-  
lows:

Commencing 10 $\frac{1}{2}$  rods south of the northeast  
corner of Lot 8, Block 28, Plat A, Salt Lake  
City Survey, and running thence south 156.75  
feet, thence west 10 rods, thence north 156.75  
feet, thence east 10 rods, to the point of  
beginning.

c. First Party claims the boundary line between  
the two tracts above described is 4 feet south of the boundary  
line as established by the Salt Lake City Survey, and Second  
Party claims that such boundary line is as established by such  
survey.

d. The parties desire to adjust such boundary line  
dispute and create a right of way over, upon, and across a  
portion of the land above described.

NOW, THEREFORE, IT IS AGREED:

1. The boundary or dividing line between the tracts  
of land described in paragraphs a and b above shall be, and it  
is hereby established as commencing at a point 177.25 feet  
south from the northeast corner of said Lot 8, Block 28,

Plat A, Salt Lake City Survey, and running thence west 10 rods.

2. Each party grants to the other an easement and right of way over, upon, and across a strip of the lands above described, which strip is described as follows:

Commencing at a point 173.25 feet south from the northeast corner of said Lot 8, Block 28, Plat A, Salt Lake City Survey, and running thence south 12 feet, thence west 10 rods, thence north 12 feet, thence east 10 rods, to the point of beginning,

such easement and right of way shall be appurtenant to the lands described in paragraphs a and b above, the dividing line of which is as provided in paragraph 1 above.

3. Each party hereby ratifies, confirms, and approves the easement heretofore granted by Second Party to Utah Power & Light Company to construct, maintain, and operate its utility poles, wires, and attachments upon and along the north line of the strip of land described in paragraph 2 hereof.

4. First Party shall pay Second Party One Hundred Forty Dollars as additional consideration for the rights herein granted.

IN WITNESS WHEREOF the parties have executed this instrument in duplicate.

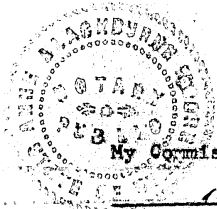
APPROVED AS TO FORM
<i>ROR</i>
SUBSTANCE
<i>H.K.</i>
POLICY
<i>H.H.D.</i>

*[Signature]*  
*Henriette K. Smith*  
 First Party  
 THE FIRESTONE TIRE AND RUBBER COMPANY  
 by: *[Signature]*  
 Second Party      Treasurer *[Signature]*

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

On this 13<sup>th</sup> day of March, 1953, personally appeared before me a notary public H. A. SMITH and HENRIETTE K. SMITH,

his wife, signers of the foregoing instrument, who acknowledged to me that they executed the same.



Anne Blackhouse Hoover  
Notary Public

Residing at Salt Lake City, Utah

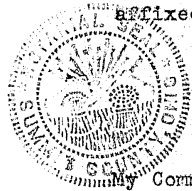
My Commission Expires:

1956

STATE OF OHIO )  
COUNTY OF SUMMIT )

ss.

On the 24 day of March, 1953, personally appeared before me H. H. Hollinger, who being by me duly sworn did say that he is the Treasurer of THE FIRESTONE TIRE AND RUBBER 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 H. H. Hollinger duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



John W. Bray  
Notary Public

Residing at Akron, Ohio

My Commission Expires:

JOHN W. BRAY, Notary Public

My Commission Expires Aug 8, 1955