

3907559

AGREEMENT

THIS AGREEMENT executed this 31st day of October, 1983, between WALTER W. BEESON and ELIZABETH A. WHITSETT, his wife, hereinafter collectively called BEESONS, and ANNE C. DECKER, hereinafter called DECKER.

Witnesseth:

WHEREAS, Beesons are the owners of Lot 714, Olympus Hills Acres No. 7 Subdivision in Salt Lake County, Utah, as recorded in the office of the County Clerk of Salt Lake County, Utah and DECKER is the owner of Lot 715, located within said Subdivision, and

WHEREAS, said Lot 714 adjoins Lot 715 on the South side thereof, and BEESONS caused to be erected a fence extending adjacent to or near the South line of Lot 715, but which may in whole or in part be located on the extreme South side of Lot 715, and it is the desire of the parties to provide that said fence shall not, by operation of law or otherwise, be considered or declared as indicating the true boundary between two lots or the division line thereof,

NOW THEREFORE, it is agreed between the parties as follows:

1. DECKER does hereby grant to BEESONS a revocable license for the maintenance, repair and renovation of said fence as located on Lot 715, provided that said license may be revoked at any time from and after October 1, 1988 upon 90 days

850
 [Signature]
 Wayne Harper
 FEB 22 11 29 AM '84
 Clerk Co #, Bagley
 REC'D OF DEED

KATHIE L. DIXON
 RECORDER
 SALT LAKE COUNTY,
 UTAH

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written notice without cause by DECKER further provided that DECKER shall have secured a survey by a licensed surveyor showing the fence to be located on Lot 715 and to be encroaching upon said Lot 715 by not less than two (2) feet. Notice of revocation shall be given in writing to BEESONS and within 90 days thereafter BEESONS shall cause said fence to be removed from Lot 715. In the event that upon such demand BEESONS fail to remove said fence, it is agreed that DECKER may do so and that the cost of such removal shall be borne by BEESONS.

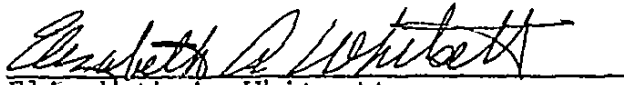
2. BEESONS shall at all times own the fence and the materials therein and may remove the same from Lot 715 at any time, without consent or notice.

3. The within covenants and agreements shall be binding upon and inure to the benefit of heirs, executors, administrators, successors, assigns and grantees of the parties hereof.

DATED this 31st day of October, 1983 at Salt Lake City, Utah.

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Walter W. Beeson


Elizabeth A. Whitsett

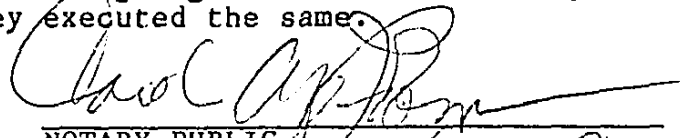
BEESONS

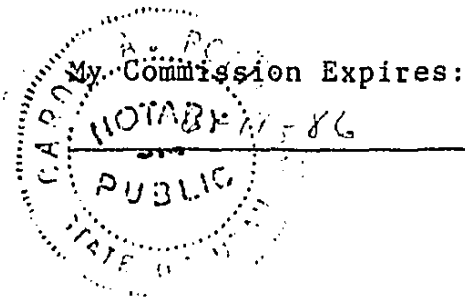

Anne C. Decker



STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 31st day of October, 1983, personally appeared before me WALTER W. BEESON and ELIZABETH A. WHITSETT, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.


NOTARY PUBLIC
Residing at: Salt Lake City, Utah



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

On this 31st day of October, 1983, personally appeared before me ANNE C. DECKER, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



NOTARY PUBLIC
Residing at: Salt Lake City, Utah

My Commission Expires:

11-08-86

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