

After recording, return to
LDS CHURCH, Office of General Counsel
330 South Third East
Salt Lake City, Utah 84111 *JDM*

802
REC'D OF
LDS Church
MAY 8 11 27 AM '85
KATIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH
MacQueen's Pope

AGREEMENT TO CONSTRUCT DIVISION FENCE

4083646

THIS AGREEMENT, made this 16th day of October, 1984, by and between CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah Corporation Sole, hereinafter referred to as "CHURCH", and TED R. BELL, of Salt Lake County, State of Utah, hereinafter referred to as "BELL";

W I T N E S S E T H:

RECITALS

A. The parties are adjoining landowners of parcels of property located in the area of Boyes Street and Waimea Way in Salt Lake County, State of Utah.

B. The Church is willing to sell to Bell, and Bell is willing to purchase from the Church, a certain .05 acre parcel of real property adjacent to the Bell property above-mentioned in consideration of the sum of \$1,900.00 and the agreement of Bell to construct a division fence along the common boundary line of the parties' respective property, which property is described in Exhibit "A" attached hereto and by this reference made a part hereof.

AGREEMENT

In consideration of the mutual covenants set forth herein and of the mutual benefits to be derived hereunder, the parties hereby agree as follows:

1. Bell shall direct a division fence between the above-mentioned property of the parties. The fence shall be constructed of materials appropriate to the area in which the property is located and shall be of a height, width, composition, character and appearance that is in keeping with the quality of

BOOK 5652 PAGE 1702

the neighborhood. All work required in connection with the erection of the fence shall be done or caused to be done by Bell and all expenses and costs associated therewith shall be borne by him.

2. Bell agrees to maintain in good condition, and when necessary, repair the fence agreed to be constructed by him. Any repair or rebuilding of the fence should be on the same location as the original and of the same height, density, character, appearance and width and shall be of the same or similar material and of the same quality as that used in the original fence.

3. This Agreement shall remain in full force and effect for a term of thirty (30) years or until such time as it is modified or rescinded by the parties or by the then owners of the respective properties hereinabove mentioned, as appropriate, by an instrument duly executed and recorded with the proper county recorder.

4. This Agreement, and the rights and duties hereunder, shall bind an inure to the benefit of the parties, their heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereof have executed this Agreement on the date first hereinabove written.

CORPORATION OF THE PRESIDING OF,
THE CHURCH OF JESUS CHRIST OF
LATTER-DAY SAINTS, a Utah
Corporation Sole

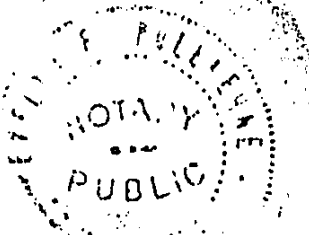
BY: Judith A. Baker
Authorized Agent

BOOK 5652 PAGE 1703

BY: Ted R. Bell
Ted R. Bell

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

On this 16th day of October, 1984, personally appeared before me FRED A. BAKER, personally known to me to be the Authorized Agent of the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, who acknowledged to me that he signed the foregoing instrument as Authorized Agent for the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah Corporation sole, and that the seal impressed on the within instrument is the seal of said Corporation, and the said FRED A. BAKER acknowledged to me that the said Corporation executed the same.



Carolyn E. Pollachne
Notary Public in and for the
State of Utah

My Commission Expires:

October 9, 1986

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

On the 23rd day of ~~October~~ ^{April, 1985} ~~1984~~, personally appeared before me TED R. BELL, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.



Brian Butler
NOTARY PUBLIC
Residing at: West Jordan, Utah

My Commission Expires: November 2, 1985

BOOK 5652 PAGE 1704

EXHIBIT 'A'

Said property is located in the County of Salt Lake, State of Utah, and is more particularly described as follows:

Beginning at a point which is North 964.11 feet and East 513.78 feet and North 28°34'55" East 288.97 feet from the Southwest corner of the Northeast Quarter of Section 10, Township 2 South, Range 1 East, Salt Lake Base and Meridian; running thence North 66°30' East 65.55 feet to the Northeast corner of Lot 7, The Cottonwoods of Holladay; thence South 28°07'08" West 64.60 feet; thence North 43°53'31" West 42.79 feet to the place of beginning.

BOOK 5652 PAGE 1705