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Book - 9309 Pg - 3819-3823  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
LANDMARK TITLE  
BY: ZJM, DEPUTY - WI 5 P.

5-2

After recording, return to:

J. Randall Call  
Prince, Yeates & Geldzahler  
175 East 400 South, Suite 900  
Salt Lake City, UT 84111

**WIRE FENCE AGREEMENT**

This Wire Fence Agreement ("Agreement") is made this 9<sup>th</sup> day of June, 2006, by and between JAMES JENSEN ("Jensen") and ROBERT and PHYLLIS WILLARDSSEN (the "Willardsens"), and their respective heirs, executors, administrators, and assigns.

**RECITALS:**

A. Jensen is the owner in fee of that certain real property located at 11177 S. Eagle View Drive, Sandy, Utah 84092, more particularly described as:  
  
Lots 23 and 24, Lost Canyon Estates Subdivision, according to the official plat thereof on file and of record in the County Recorder's Office, Salt Lake County, Utah.

("Lots 23 and 24")

B. Willardsens are the owners in fee of that certain real property located at 3221 Eagle View Cir., Sandy, UT 84092, more particularly described as:  
  
Lot 32, Lost Canyon Estates Subdivision, according to the official plat thereof on file and of record in the County Recorder's Office, Salt Lake County, Utah.  
Tax Parcel No. 28-23-252-005

("Lot 32")

C. On May 31, 2006, McNeil Engineering and Land Surveying prepared a survey of Lot 32 and the adjoining property (the "Survey"). A copy of this Survey is attached hereto as Exhibit "A."

D. The Survey reveals a wire fence on the Northwest side of Lot 32, bordering Lots 23 and 24 (the "Wire Fence"). The Wire Fence encroaches and has been erected upon Lot 32 by Jensen in order to keep wild animals from the nearby foothills and mountains from entering Lots 23 and 24.

E. The parties desire to confirm for themselves, and their heirs and assigns, the terms and conditions under which the Wire Fence may exist and be maintained on Lot 32.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the parties agree as follows:

1. The Survey attached hereto as Exhibit "A" accurately depicts the boundary lines between Lots 32 and Lots 23 and 24, and the location of the Wire Fence.

2. The Wire Fence encroaches and has been erected upon Lot 32 without the consent of the Willardsens.

3. Notwithstanding the encroachment of the Wire Fence upon Lot 32, the Williardsens, for themselves and their heirs and assigns, hereby agree that Jensen and his heirs and assigns, may maintain the Wire Fence on Lot 32 under the following terms and conditions:

a. At his sole cost and expense, Jensen agrees to maintain in good condition and, when necessary, repair the Wire Fence.

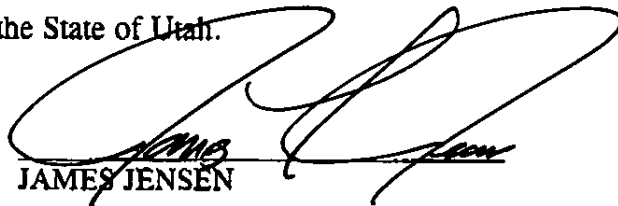
b. Any repair or rebuilding of the Wire Fence shall be on the same location as the original and of the same height and density, and of the same quality, and of the same or similar material as used in the original fence.

c. The Willardsens, or any subsequent owners of Lot 32, shall have the right for any reason whatsoever to require Jensen to remove the Wire Fence and restore Lot 32 to its original condition upon providing sixty (60) days written notice. If the Wire Fence has not been removed within sixty (60) days of providing written notice, the Willardsens, or any subsequent owners of Lot 32, may remove the Wire Fence and restore the property to its original condition and recover the reasonable costs and expenses for doing so from Jensen.

4. The privilege granted herein by the Willardsens to Jensen for the purpose of maintaining the Wire Fence is made with the express condition that neither Jensen, nor any heirs, successors, assigns or any person claiming under or through him, shall acquire any right of easement or any other right with respect to the Wire Fence. The permission to maintain the Wire Fence shall also not evolve into a right or easement by lapse of time or otherwise.

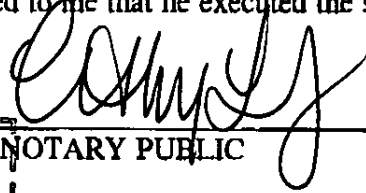
5. The provisions of this Agreement shall operate as a covenant running with the land described above, and shall bind both parties, their respective heirs, executors, administrators, and assigns.

6. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.

  
 JAMES JENSEN

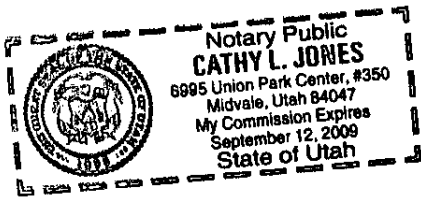
STATE OF UTAH )  
 ) :SS  
 COUNTY OF SALT LAKE )

On the 9<sup>th</sup> day of June, 2006, personally appeared before me James Jensen, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

  
 NOTARY PUBLIC  
 Notary Public  
**CATHY L. JONES**  
 6995 Union Park Center, #350  
 Midvale, Utah 84047  
 My Commission Expires  
 September 12, 2009  
 State of Utah

STATE OF UTAH )  
 :SS  
COUNTY OF SALT LAKE )

On the 9<sup>th</sup> day of June, 2006, personally appeared before me James Jensen, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.



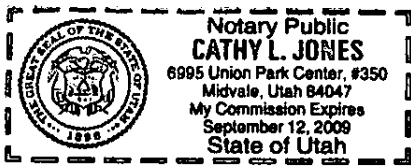
*[Signature]*  
NOTARY PUBLIC

*[Signature]*  
ROBERT WILLIARSEN

*[Signature]*  
PHYLLIS WILLIARSEN

STATE OF UTAH )  
 :SS  
COUNTY OF SALT LAKE )

On the 9<sup>th</sup> day of June, 2006, personally appeared before me Robert and Phyllis Willardsen, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



*[Signature]*  
NOTARY PUBLIC