

When recorded, return to:
Erik Jensen-7558 South 2160 East, Cottonwood Heights, UT 84121
10358330

PARTY WALL AGREEMENT, EASEMENTS AND RESTRICTIVE

COVENANTS RUNNING WITH THE LAND

This Agreement is made and entered into this the 14th day of February, 2008 by and between Erik Jensen, hereinafter referred to as First Party and Nick Clayton, hereinafter referred to as Second Party.

R E C I T A L S

- A. First party is the owner in fee of that certain tract of real property located at 7565 South 2160 East Cottonwood Hgts. UT, State of Utah, which is more particularly described as follows:
The North 1/2 of Lot 11, BUTLER HILLS NO. 4, amended, according to the official Plat thereof, on file and of record in the office of the Salt Lake County Recorder.
Tax Parcel No. 22-27-328-051
- B. Second party is the owner in fee of that certain tract of real property located at 7567 South 2160 East Cottonwood Hgts. State of Utah, which is more particularly described as follows:
The South 1/2 of Lot 11, BUTLER HILLS NO. 4, amended, according to the official Plat thereof, on file and of record in the office of the Salt Lake County Recorder.
Tax Parcel No. 22-27-328-052
- C. Situated on each of the above-described tracts of land is one-half of a two-family residential duplex structure. The two halves of the structure are contiguous, join at the boundary line which separates the above-described tracts, and have in common a double wall (hereinafter referred to as the "Party Walls") running along said boundary line, extending through said two-family residential duplex structure, and including the roof of said structure, along said dividing boundary line. One of said party walls is located upon each of the above-described tracts.
- D. The parties desire to enter into an agreement defining their rights and obligations concerning the party walls.

NOW THEREFORE, in consideration of the premises and of the mutual benefit of both parties, the parties agree as follows:

1. The party walls referred to an described above are hereby agreed for all purposes to constitute a party wall. Except as herein modified or expended, all legal and equitable principles relating to party walls shall govern and apply to the party walls which are the subject of this agreement.
2. Neither party shall use or alter any improvements located on the tract owned by him in any way which would jeopardize the support furnished by or the soundness or integrity of the party walls.

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Gary W. Ott
Recorder, Salt Lake County, UT
FOUNDERS TITLE
BY: eCASH, DEPUTY - EF 3 P.

3. The parties shall equally share any and all costs and expenses relating to damages, repair, replacement, restoration, or maintenance, the expenditure or incurring of which may be necessary or desirable to preserve the soundness or structural integrity of the party walls; provided, however, that if any such cost or expense becomes necessary to desirable as a result of the act or omission of one party, the cost or expense involved shall be borne by that party alone. Costs associated with maintenance, repairs, or replacements benefiting only one party (such as interior painting or redecorating) shall be borne solely by the party benefited.
4. Notwithstanding any demolition and/or new construction, a party may desire to carry out on the tract owned by him, that party shall not be entitled to damage or demolish the party walls in whole or in part or alter or change the exterior design or structure of the building, whether on the party walls or on the tract owned by him, without the written consent of the other party first had and obtained.
5. Each party hereby grants the other party hereto such easements and rights of ingress and egress over, across, through and under the tract owned by him as are reasonably necessary to permit said other party to perform his obligations hereunder and to perform any necessary or desirable repairs, replacements, restoration, or maintenance in connection with the party walls, and in connection with utilities including but not limited to water, sewer, electrical power, natural gas, telephone, whether for the benefit of the party who owns the tract over, across, through and under, which the utilities' accesses are provided, or the other party.
6. The parties recognize that because of the proximity with respect to one another of the two tracts described herein and of the improvements situated on said tracts, both the value of each party's tract and associated improvements and the ability of each party to use and enjoy his tract and improvements are, in large part, dependent upon the condition and use of the other party's tract and improvements. Accordingly, each party hereto agrees for the benefit of the other: (1) That he will not use his tract and improvements in a way which does or would interfere with the other party's use or enjoyment of his property or in a way which does or would adversely affect the value of the other party's property; and (2) That he will maintain his tract and improvements so as not to interfere with the other party's use and enjoyment of his property and so as not to adversely affect the value of the other party's property.
7. In the event that one party defaults in any of the terms, conditions or covenants contained in this agreement, then the party in default agrees to pay all costs of enforcing this agreement or any damages arising out of the breach hereof including a reasonable attorney's fees, and in addition the parties agree that in view of the uniqueness of real property and specifically the real property described herein, that either party may maintain an action against the other party for equitable relief in the form of a temporary restraining order or injunction to enforce the terms of this agreement, and the party in default under the terms, conditions and covenants of this agreement shall pay all costs incurred in connection with such action, including a reasonable attorney's fees.

Continued.

8. This Agreement and each and every provision contained herein shall constitute easements, covenants running with the land, or equitable servitudes, as the case may be and shall be binding upon and shall inure to the benefit of each party hereto and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. The provisions hereof shall remain in full force and effect, until both structures utilizing the party walls and/or water and sewer lines or other utility lines are totally destroyed or demolished, in accordance with the terms of this agreement, at which time this agreement shall in all respects cease to be of any further force and effect.

DATED THIS day and year first above written.

Erik Jensen

First Party

Nick Clayson

Second Party

First Party

Second Party

STATE OF UTAH)
County of Salt Lake) :ss.

On the 14 day of February, 2008, personally appeared before me
Erik Jensen

the signer(s) of the within instrument, First Party, who duly acknowledged to me that he executed the same.

My Commission expires:
February 28, 2008

Kari Jensen

NOTARY PUBLIC
Residing at: South Jordan, UT



STATE OF UTAH)
County of Salt Lake) :ss.

On the 14 day of February, 2008, personally appeared before me
Nick Clayson

the signer(s) of the within instrument, Second Party, who duly acknowledged to me that he executed the same.

My Commission expires:
February 28, 2008

Kari Jensen

NOTARY PUBLIC
Residing at: South Jordan, UT

