

PARTY WALL AGREEMENT

This Agreement is made and entered into this 13 day of April, 2008 by and between Hank A. Grisham hereinafter known as "Party 1" and Cara Caouette hereinafter known as "Party 2" and Tiffany Ostrander and Cameron Paul St. Louis hereinafter known as "Party 3"

WHEREAS, Party 1 is the current Owner and Party 2 is the Buyer of certain real property and improvements located in Salt Lake County, Utah more particularly described as follows:

Parcel 1:

Lot 354, Oquirrh Shadows No.4 Amended, a Subdivision according to the official plat thereof on file and of record in the office of the Salt lake County Recorder.

Parcel Identification No.: 20-24-154-022

WHEREAS, Party 1 is the current Owner and Party 3 is the Buyer of certain real property and improvements located more particularly described as follows:

Parcel 2:

All of Lot 355, Oquirrh Shadows No. 4 Amended, a Subdivision according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder.

Parcel Identification No.: 20-24-154-022

WHEREAS, the above described properties share foundation, bearing walls and roof, and a portion of the properties form a common wall, the center line of which lies along the boundary between the South boundary of Parcel 1 and the North boundary of Parcel 2; and

WHEREAS, the parties desire to settle questions relating to ownership and use of said common wall;

NOW THEREFORE, for the reasons set forth above and in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. PARTY WALL DECLARATION. The common wall between Parcel 1 and Parcel 2 shall be a party wall with the parties each having cross easements in the wall for all present uses of the wall and the wall shall be used for joint benefit of the improvements separated by it.

2. **LIMITATIONS OF USE.** The parties shall have equal rights in all respects to the party wall; neither party shall use the wall in any manner whatsoever that may interfere with the equal use of the wall by the other party.

3. **EXTENSION OF WALL.** Neither party shall have the right to extend the party wall in either the vertical or horizontal plane beyond its present dimensions.

4. **REPAIRS OR REBUILDING.** If it becomes necessary or desirable to repair or rebuild the whole or any portion of the party wall, the repair or rebuilding expense shall be borne equally by the parties. Any repairing or rebuilding of the wall shall be on the same location and of the same size as the original wall or portion thereof, and of the same or similar material of the same quality as that used in the original wall or portion thereof.

Should the party wall at any time be damaged by any cause other than the act or omission of either party, the wall shall be repaired or rebuilt at equal expense of the parties, provided that any sum received from insurance against such damage shall be first applied to such repair or restoration. Should the party wall be damaged by the act or omission of either party, the wall shall be repaired or rebuilt at that party's expense.

5. **LICENSE TO ENTER.** For the purpose of repairing or rebuilding the party wall as provided for herein, each party is licensed by the other to enter upon the others party's premises as may reasonably be necessary to do the work necessary to exercise the rights provided for herein.

6. **DURATION AND EFFECT.** This Agreement shall be perpetual and the covenants, agreements and easement grants herein contained shall run with the title to the land. This Agreement shall not operate to convey to either Party the fee to any part of the parcel owned by the other party; the creation of rights in and to the party wall is the sole purpose hereof.

7. **HEIRS AND ASSIGNS.** This Agreement shall be binding upon the parties hereto, their heirs, successors, legal representatives and assigns.

8. **ENTIRE AGREEMENT.** This instrument contains the entire agreement between the parties relating to the party wall rights granted herein and any oral representation or modification concerning this instrument shall be of no force or effect.

9. **ATTORNEYS FEES.** In the event either party retains the services of an attorney to enforce the provisions of this Agreement, then the defaulting party shall be responsible for the payment of the attorney's fees and costs so incurred by the non-defaulting party whether incurred before or after bringing suit.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

Party 1

Hank A. Grisham  
Hank A. Grisham

Party 2

Cara Caouette  
Cara Caouette

Party 3

Tiffany Ostrander  
Tiffany Ostrander  
Cameron Paul St. Louis  
Cameron Paul St. Louis

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

On the 13 day of April, 2008 personally appeared before me Hank A. Grisham, the signer of the foregoing instrument who duly acknowledged to me that he executed the same.

Shelly Robinson  
Notary Public  
Residing at: Layton Utah

Commission expires: 5/8/2011



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

On the 13 day of April, 2008 personally appeared before me Cara Caouette, the signer of the foregoing instrument who duly acknowledged to me that she executed the same.

Shelly Robinson  
Notary Public  
Residing at: Layton Utah

Commission expires: 5/8/2011



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

On the 13<sup>th</sup> day of April, 2008 personally appeared before me Tiffany Ostrander and Cameron Paul St. Louis, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

Shelly Robinson  
Notary Public  
Residing at: Rayon Utah

Commission expires: 5/8/2011

