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ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
KESSLER LAW OFFICE LLC
9087 W 2700 S
STE 9
MAGNA UT 84044
BY: MZA, DEPUTY - MI 5 P.

When Recorded Mail To:
When Recorded Return to:
Kessler Law Office, LLC
9087 West 2700 South, Ste. 9
Magna, Utah 84044

PARTY WALL AGREEMENT

This agreement is made and entered into this 30th day of September, 2017, by and between Douglas F. Stevens and Jennifer L. Stevens hereinafter referred to as Stevens; and Russell C. Callaway and Lorie J. Callaway hereinafter referred to as Callaways.

RECITALS

1. Stevens are the owners in fee of that certain tract of real property located at 3167 South 9200 West, Magna, Utah 84044, Salt Lake County, State of Utah which is more particularly described as follows:

- a. Unit No. B, contained within COPPER COVE LOT NO. 23 CONDOMINIUMS, a Utah Condominium Project, Amends Copper Cove Condominiums, as the same is identified in the Record of Survey Map recorded in Salt Lake County, Utah, as Entry No. 3605644, in Book 81-9, of Plats, at Page 131, and in the Declaration of Condominiums of the COPPER COVE LOT NO. 23 CONDOMINIUMS, a Utah Condominium Project, recorded in Salt Lake County, Utah, as Entry No. 3606142, in Book 5293, at Page 1026.

Formerly described of record as Unit 23B, Copper Cove Lot No. 23 Condominiums according to the Condominium Regime set forth above.

Formerly known as Tax Parcel No. 14-30-403-047-000.

NEW TAX PARCEL NO. 14-30-403-047-000.

2. Callaways are the owners in fee of that certain tract of real property located at 3165 South 9200 West, Magna, Utah 84044, Salt Lake County, State of State of Utah which is more particularly described as follows:

- a. Unit No. A, contained within COPPER COVE LOT NO. 23 CONDOMINIUMS, a Utah Condominium Project, Amends Copper Cove Condominiums, as the same is identified in the Record of Survey Map recorded in Salt

Lake County, Utah, as Entry No. 3605644, in Book 81-9, of Plats, at Page 131, and in the Declaration of Condominiums of the COPPER COVE LOT NO. 23 CONDOMINIUMS, a Utah Condominium Project, recorded in Salt Lake County, Utah, as Entry No. 3606142, in Book 5293, at Page 1026.

Formerly described of record as Unit 23A, Copper Cove Lot No. 23 Condominiums according to the Condominium Regime set forth above.

Formerly known as Tax Parcel No. 14-30-403-046-000.

NEW TAX PARCEL NO. 14-30-403-046-000.

3. Situated on each of the above described tracts of land is one-half of a two-family residential duplex structure, i.e. a "twin home". The two halves of the structure are contiguous, join at the boundary line which separates the above described tracts, and have in common a single wall (hereinafter referred to as the "party wall") running along said boundary line, extending through said twin home, and including the roof of said structure, along said dividing boundary line. One half of said party wall is located upon each of the above-described tracts.

4. The parties desire to enter into an agreement defining their rights and obligations concerning the party wall.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual rights and obligations set forth below, and for the mutual benefit of both parties, the parties agree as follows:

5. The party wall referred to and described above is hereby agreed for all purposes to constitute a party wall. Except as herein modified or expanded, all legal and equitable principles relating to party walls shall govern and apply to the party wall which is the subject of this agreement.

6. 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 wall.

7. 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 wall; provided, however, that if any such cost or expense becomes necessary or 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.

8. 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 wall in whole or in part or alter or change the exterior design or structure of the building, whether on the party wall or on the tract owned by him, without the written consent of the other party first had and obtained.

9. 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 wall 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.

10. Further, each of the parties acknowledges and agrees that the Party Wall as constructed shall constitute the Common Boundary between their respective Parcels and this Agreement shall constitute a Boundary Agreement under Section 57-1-45 U.C.A. In the event that it is determined by an accurate survey that the Party Wall is not correctly described in the respective deeds, then and in that event, each Party does hereby Quit Claim to the other Party any portion of his/her Parcel to match the Survey Description of the Party Wall as the Common Boundary.

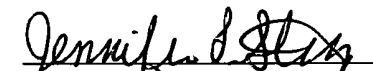
11. This Party Wall Agreement may be executed in Counterparts.

IN WITNESS, WHEREOF, the undersigned have executed this instrument as of the 26th day of September, 2017.

Owners/Declarants



Douglas F. Stevens



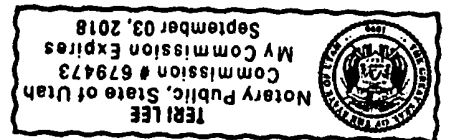
Jennifer L. Stevens

STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 26 day of September, 2017, by Douglas F. Stevens and Jennifer L. Stevens.



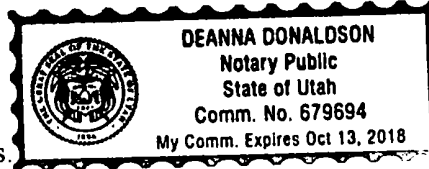
NOTARY PUBLIC



Security Holder for Unit A, Copper Cove Lot No. 23A Condominiums:

Mountain America Credit Union

Bret H. Butterfield
By: Bret H. Butterfield
Its: VP



STATE OF Utah)
: ss.)
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 1st day of November, 2017, by Bret H. Butterfield the V. President of Mountain America Credit Union, the Security Holder of Unit A, Copper Cove Lot No. 23A Condominiums, who duly acknowledged to me that said instrument was executed by authority.

[Signature]
NOTARY PUBLIC

Security Holder for Unit B, Copper Cove Lot No. 23B Condominiums:

Nationstar Mortgage

By:
Its:

STATE OF _____)
: ss.)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of November, 2017, by _____ the _____ of Nationstar Mortgage, the Security Holder of Unit B, Copper Cove Lot No. 23B Condominiums, who duly acknowledged to me that said instrument was executed by authority.

NOTARY PUBLIC