#400e10

Party Wall Agreement RANDALL A. COUTNITION TO THE COUNTY RECORDER 2000 Apr 04 4:35 pm FEE 19.00 BY SS RECORDED FOR PROVE LAND TITLE COMPANY

Agreement entered into this 30 day of APRIL, 2000, between KELLY HARDMAN AND JEAN HARDMAN of (individually and collectively referred to herein as HARDMAN), and WIK, L.C. of (individually and collectively referred to herein as WIK), and

Whereas, HARDMAN is the owner of the following described parcel of real property situated in Utah county, state of Utah:

Schedule "A"

Whereas WIK is the owner of the following described parcel of real property situated in Utah county, state of Utah:

Schedule "B"

Whereas, there is presently situated a BUILDING on said properties, common walls of which are located on approximately the boundary line of schedule "A" herein attached and the boundary line of schedule "B" herein attached: and

Whereas, the parties desire the common walls of such BUILDING shall be and shall remain common party wall.

Now, therefore, in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

- 1. Declaration of the party wall. The dividing wall of the BUILDING, located on said properties and the party wall of which are located on or near the common property line of said properties shall constitute party wall, and HARDMAN and WIK, their heirs, successors and assigns, shall have the joint right to use the party wall as a part of, and for the support of the improvements constructed on said properties.
- 2. Maintenance repair and rebuilding. Should the party wall, or any of them, at any time be damaged by any cause other than the act or omission of either party, such party wall shall be repaired or rebuilt at the joint expense of HARDMAN and WIK, provided that any insurance proceeds received by either party as a result of such damage or destruction shall be first applied to such repair or restoration. Should a party wall be injured by an act or omission of either party, such party wall shall be repaired or rebuilt at such party's expense.

(CONTINUED)

- 3. Covenant running with land. This agreement shall be perpetual and the covenants herein contained shall run with both properties, described above, but this agreement shall not operate to convey to either party an interest in the fee to any part of the land owned or to be acquired by the other party, the creation of rights to party walls being the sole purpose thereof.
- 4. Entire agreement. This instrument contains the entire agreement between the parties relating to the party wall, and the obligations herein set forth, and any oral representations or modifications concerning this instrument shall be at no force or effect.
- 5. Attorney's fees. In the event of any default in the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, which may arise or occur from enforcing this agreement.
- 6. Binding effect. It is understood that the terms hereof, are to apply to and bind the heirs, personal representatives, administrators, successors, and assigns of the respective parties hereto.

In witness whereof, the parties have executed this agreement the day and year first above written,

Jan S. Hardman

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ss: County of Utah

State of Utah

On the , day of APRIL, 2000, personally appeared before me KELLY HARDMAN AND JEAN HARDMAN, duly swern did say that they executed the foregoing instrument.

Notaty public

Commission expires:

MOTARY PUBLIC - STATE OF UTAH

202 SOUTH MAIN
SPRINGVILLE UT 84663
COMM. EXP. 10-19-2002

(continued)

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State of Utah)	•			
County of Utah	SS:				
On the 3rel da IVAN L-	y of APRIL	2000, pe	ersonally app	eared before n	ne
who being by me di members/managers and foregoing instru authority of its artic Limited Liability Co	of the WIK, L with WIK, L with was signed les of organization	, each for him .C. a Limited on behalf of on and each du	self, that the Liability Cor said Limited	y are <u>the</u> npany and tha Liability Com	t the within
Notary Public	E Loe)		LEON E. L NOTARY PUBLIC - STATE 202 SOUTH A SPRINGVILLE U' COMM. EXP. 10-1	EOLUTAH MAIN T. 84663
Commission expire	s:		-	,	· · · · ·

Residing in:

(ATTACHED SCHEDULE A:)

Commencing at a point West line of State Highway 12.80 chains West more or less and North 77 feet from the Southeast corner of the Southwest quarter of Section 28, Township 7 South, Range 3 East, Salt Lake Base and Meridian; West 50 feet; North 6 feet; West 50 feet; North 80 feet; East 100 feet; South 86 feet to beginning.

(ATTACHED SCHEDULE B:)

BEGINNING AT A POINT ON THE WEST RIGHT OF WAY LINE OF NORTH MAIN STREET, SPRINGVILLE, UTAH (S.R. 89), WHICH BEGINNING POINT IS LOCATED SOUTH 89 DEG. 52'05" WEST ALONG THE SECTION LINE 850.33 FEET AND SOUTH 0 DEG. 13' EAST ALONG THE WEST RIGHT OF WAY LINE OF SAID MAIN STREET, 53.42 FEET (BASED UPON THE UTAH STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, BEARINGS OF SECTION LINES) FROM THE SOUTH QUARTER CORNER OF SECTION 28, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG A CHAIN-LINK FENCE LINE ON THE NORTH LINE OF THE GERMAINE SUPER WASH, INC. PROPERTY, AND THE SOUTH LINE OF THE WIK, L.C. PROPERTY, NORTH 89 DEG. 26' 49" WEST 102.74 FEET TO A CONCRETE BLOCK WALL; THENCE ALONG SAID BLOCK WALL, NORTH 0 DEG. 10' 52" EAST 5.2 FEET; THENCE ALONG AN EXISTING CHAIN-LINK FENCE LINE NORTH 0 DEG. 10' 52" EAST 86,87 FEET; THENCE CONTINUING ALONG SAID CHAIN-LINK FENCE LINE NORTH 1 DEG. 06' 11" WEST 39.44 FEET TO A FENCE CORNER; THENCE SOUTH 89 DEG. 46' 16" EAST ALONG AN EXISTING CHAIN-LINK FENCE LINE 50.08 FEET TO A BUILDING WALL; THENCE ALONG THE BUILDING WALL SOUTH 0 DEG. 13' 44" WEST 6.00 FEET, MORE OR LESS, TO THE SOUTH WALL OF A BUILDING AND THE SOUTH PROPERTY LINE OF THE KELLY HARDMAN AND JEAN HARDMAN PROPERTY; THENCE ALONG SAID BUILDING WALL, AND THE EXTENSION OF SAID BUILDING WALL, NORTH 88 DEG. 08' 36" EAST 52.69 FEET TO THE WEST RIGHT OF WAY LINE OF SAID MAIN STREET; THENCE ALONG THE WEST RIGHT OF WAY LINE OF SAID MAIN STREET, SOUTH 0 DEG. 13' EAST 128.00 FEET TO THE POINT OF BEGINNING.