

City Mortgage
4444 S. 100 E S. W
5LL 11F

10881

3802117

PARTY WALL DECLARATION

That portion of the boundary line of any lot upon said property occupied or covered by a building containing a division wall will be construed to exactly longitudinally besect said division wall; the owners of the wall on each half of said wall shall have an easement of support in the other one half of said wall, and said wall shall be a party wall for the benefit of both parties, subject to the following rights and obligations.

1. Should said party wall at any time be damaged or destroyed by the default or negligence of one of said parties, such party shall rebuild or repair said wall to a condition equal or better than immediately prior to its being damaged and shall compensate the other party for any damage to the property of such other party.
2. Should said party wall be damaged or destroyed by any cause other than the act of negligence of the other party, the same shall be rebuilt or repaired to a condition equal to or better than immediately prior to its being damaged, at the joint expense of both parties, provided that any sum received by insurance against such damage or destruction shall be first applied to such restoration.
3. In the event either party desires to extend their respective buildings either longitudinally along said boundary line or vertically from the location of said party wall, said extension shall be on top of and/or on the same line as the present wall or any extension thereof. When either party shall so extend said wall, the other party shall have the right to use as a party wall and join the same by paying the other party one-half of the cost of such wall as he shall use, at being understood that any such extension shall at all times be a party wall.
4. The rights and obligations of said parties in and to said party wall shall be perpetual; shall run with the land and shall benefit and apply to their respective heirs, administrators, executors and assigns.

Said party wall declaration shall affect the following described tract of land, described as:

Lots 5 and 5A, ANGEL STREET SUBDIVISION AMENDED, according to the plat thereof as recorded in the office of the Salt Lake County Recorder in Book 82-10 at Page 85 of Plats.

Dated: June 6, 1983

R. Earl Dillman
R. Earl Dillman

STATE OF UTAH

COUNTY OF SALT LAKE

On the 6th day of June, 1983, personally appeared before me, R. Earl Dillman, the signer of the within instrument, who duly acknowledged to me that he executed the same.

My Commission Expires: 02-03-85
Residing At: Centerville, Utah

Stewart Bond
NOTARY
450
Stewart Bond
Lowell Hurst

STEWART TITLE CO.
SEP 1983

JUN 7 2 11 PM '83
KATHI L. DILLMAN
RECORDER
SALT LAKE COUNTY
UTAH

BOOK 5464 PAGE 2989