

#30772A

PARTY WALL AGREEMENT

ENT 47542 BK 3989 PG 320  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
1996 JUN 6 4:17 PM FEE 17.00 BY AC  
RECORDED FOR PROVO LAND TITLE COMPANY

AGREEMENT ENTERED INTO THIS 4th DAY OF JUNE, 1996, BETWEEN TROY ABPLANALP AND SHARYN ABPLANALP, HUSBAND AND WIFE, AND HARRY E. WEEKS AND LORNA JOY WEEKS, HUSBAND AND WIFE OF OREM, (INDIVIDUALLY AND COLLECTIVELY REFERRED TO HEREIN AS (ABPLANALP), AND JEFFREY J. CORDNER AND BONNIE J. CORDNER OF OREM, (INDIVIDUALLY AND COLLECTIVELY REFERRED TO HEREIN AS (CORDNER), AND WHEREAS, ABPLANALP IS THE OWNER OF THE FOLLOWING DESCRIBED PARCEL OF REAL PROPERTY SITUATED IN UTAH COUNTY, STATE OF UTAH:

Lot 3, Plat "B", North Meadow Planned Subdivision, Orem, Utah County, Utah, according to the official plat thereof on file in the office of the Recorder, Utah County, Utah.

WHEREAS CORDNER IS THE OWNER OF THE FOLLOWING DESCRIBED PARCEL OF REAL PROPERTY SITUATED IN UTAH COUNTY, STATE OF UTAH :

Lot 4, Plat "B", North Meadow Planned Subdivision, Orem, Utah County, Utah, according to the official plat thereof on file in the office of the Recorder, Utah County, Utah.

WHEREAS, THERE IS PRESENTLY SITUATED A TWIN HOME ON SAID PROPERTY, COMMON WALLS OF WHICH ARE LOCATED ON APPROXIMATELY THE NORTH BOUNDARY LINE OF LOT 4 HEREIN AND THE SOUTH BOUNDARY LINE OF LOT 3 HEREIN: AND

WHEREAS, THE PARTIES DESIRE THAT THE COMMON WALLS OF SUCH TWIN HOME SHALL BE AND 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 TWIN HOME, 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 ABPLANALP AND CORDNER, 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 ABPLANALP AND CORDNER, 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.
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. (CONTINUED)

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,

Troy Abplanalp  
TROY ABPLANALP

Jeffrey J. Cordner  
JEFFREY J. CORDNER

Sharyn Abplanalp  
SHARYN ABPLANALP

Bonnie J. Cordner  
BONNIE J. CORDNER

Harry E. Weeks by Lorna Joy Weeks, atty. in fact.  
HARRY E. WEEKS

Lorna Joy Weeks  
LORNA JOY WEEKS

STATE OF UTAH  
SS :  
COUNTY OF UTAH

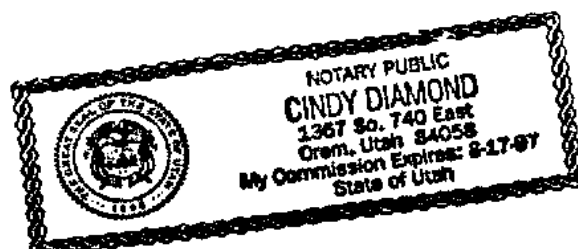
ON THE 4<sup>th</sup> DAY OF JUNE, 1996, PERSONALLY APPEARED BEFORE ME TROY ABPLANALP, SHARYN ABPLANALP, HARRY E. WEEKS AND LORNA JOY WEEKS, DULY SWORN DID SAY THAT THEY EXECUTED THE FOREGOING INSTRUMENT.

Cindy Diamond  
NOTARY PUBLIC

COMMISSION EXPIRES: 8-17-97

RESIDING IN: Orem, UT

(CONTINUED)



STATE OF UTAH  
SS :  
COUNTY OF UTAH

ENT 47542 BK 3989 PG 322

ON THE 4th DAY OF JUNE, 1996, PERSONALLY APPEARED BEFORE ME JEFFREY J. CORDNER AND BONNIE J. CORDNER, DULY SWORN, DID SAY THAT THEY EXECUTED THE FOREGOING EXECUTED THE FOREGOING INSTRUMENT.

*Cindy Diamond*  
\_\_\_\_\_  
NOTARY PUBLIC

COMMISSION EXPIRES: 8-17-97  
RESIDING IN:  
*Orem, UT*

