

WHEN RECORDED RETURN TO:

FOUNDERS TITLE CO.

5525 S. 900 E.

Salt Lake City, UT 84117

PARTY WALL AGREEMENT, EASEMENTS AND

RESTRICTIVE COVENANTS RUNNING WITH THE LAND

F-10155

4859204

THIS AGREEMENT is made and entered into this 11th
day of December, 19 89, by and between _____
ROY JOHN BUTTORFF and MERCY LYNNE BUTTORFF, husband and wife,
hereinafter referred to as first party and _____
STEVEN C. SHAW and CORI L. SHAW, husband and wife
hereinafter referred to as second party.

R E C I T A L S

A. First party is the owner in fee of that certain
tract of real property located at 6914 South Promenade Drive
Salt Lake City, Salt Lake County, State of Utah, which is more
particularly described as follows:

Exhibit "A" attached hereto and by reference made a part hereof.

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12 DECEMBER 89 04:01 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
FOUNDERS TITLE
REC BY: KARMA BLANCHARD, DEPUTY

F-10155

B. Second party is the owner in fee of that certain
tract of real property located at 6910 South Promenade Drive
Salt Lake City, Salt Lake County, State of Utah, which is more
particularly described as follows:

Exhibit "B" attached hereto and by reference made a part hereof.

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

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

NOW, THEREFORE, in consideration of the premises and of the mutual benefit of both parties, the parties agree as follows:

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

2. 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 walls.

3. 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 walls; 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.

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

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5. 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's lands, 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.

6. The parties recognize that because of the proximity with respect to one another of the two tracts described herein and of the improvements situated on said tracts, both the value of each party's tract and associated improvements and the ability of each party to use and enjoy his tract and improvements are, in large part, dependent upon the condition and use of the other party's tract and improvements. Accordingly, each party hereto agrees for the benefit of the other: (1) That he will not use his tract and improvements in a way which does or would interfere with the other party's use or enjoyment of his property or in a way which does or would adversely affect the value of the other party's property; and (2) That he will maintain his tract and improvements so as not to interfere with the other party's use and enjoyment of his property and so as not to adversely affect the value of the other party's property.

7. Each party agrees that each party shall landscape his separate tract of property on or before JANUARY 1, 1991, and that such landscaping shall be of good quality commensurate with the value of the improvements on each party's separate tracts of property. Each party shall maintain the landscaping on his own separate tract of property in good condition in such manner to keep the appearance of the landscaping and improvements in an attractive condition for the benefit of both parties hereto.

8. In the event that one party defaults in any of the terms, conditions or covenants contained in this agreement, then the party in default agrees to pay all costs of enforcing this agreement or any damages arising out of the breach hereof including a reasonable attorney's fees, and in addition the parties agree that in view of the uniqueness of real property and specifically the real property described herein, that either party may maintain an action against the other party for equitable relief in the form of a temporary restraining order or injunction to enforce the terms of this

agreement, and the party in default under the terms, conditions and covenants of this agreement shall pay all costs incurred in connection with such action, including a reasonable attorney's fee..

9. This agreement and each and every provision contained herein shall constitute easements, covenants running with the land, or equitable servitudes, as the case may be and shall be binding upon and shall inure to the benefit of each party hereto and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. The provisions hereof shall remain in full force and effect, until both structures utilizing the party walls and/or water and sewer lines or other utility lines are totally destroyed or demolished, in accordance with the terms of this agreement, at which time this agreement shall in all respects cease to be of any further force and effect.

DATED the day and year first above written.

Roy John Buttorff *Mercy Lynne Buttorff*

Roy John Buttorff First Party Mercy Lynne Buttorff

Steven C. Shaw *Cori L. Shaw*

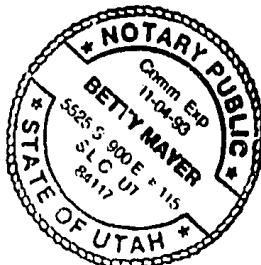
STEVEN C. SHAW Second Party CORI L. SHAW

STATE OF UTAH)
:ss
County of Salt Lake)

On the 11th day of December, 19 89, personally appeared before me ROY JOHN BUTTORFF and MERCY LYNNE BUTTORFF, husband and wife and STEVEN C. SHAW and CORI L. SHAW, husband and wife the signers of the within instrument who duly acknowledged to me that they executed the same.

Residing at: Salt Lake City, Utah

Notary Public
Commission Expires: Nov. 4, 1993



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EXHIBIT "A"

PARCEL A: BEGINNING at the Southeast corner of Lot 13, HILLSIDE VILLAGE SUBDIVISION, being a part of Section 22, Township 2 South, Range 1 East, Salt Lake Base and Meridian, as recorded in the office of the Salt Lake County Recorder; and running thence North $54^{\circ}36'45''$ West 123.73 feet; thence North $54^{\circ}27'00''$ East 7.67 feet; thence South $89^{\circ}56'00''$ East 56.66 feet; thence South $54^{\circ}36'45''$ East 74.52 feet to a point on a 125.00 foot radius curve to the right (chord bears South $32^{\circ}51'48''$ West 11.01 feet); thence Southwesterly along the arc of said curve 11.01 feet; thence South $35^{\circ}23'15''$ West 29.00 feet to the point of BEGINNING.

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EXHIBIT "B"

PARCEL "B":
BEGINNING at the Northeast corner of Lot 13, HILLSIDE VILLAGE SUBDIVISION, being
a part of Section 22, Township 2 South, Range 1 East, Salt Lake Base and
Meridian, as recorded in the office of the Salt Lake County Recorder; and running
thence South $00^{\circ}19'00''$ West 7.49 feet to the beginning of a 125.00 foot radius
curve to the right (chord bears South $15^{\circ}18'49''$ West 64.76 feet); thence
Southwesterly along the arc of said curve 65.50 feet; thence North $54^{\circ}36'45''$ West
74.52 feet; thence North $89^{\circ}56'00''$ West 56.66 feet; thence North $54^{\circ}27'00''$ East
46.16 feet; thence South $89^{\circ}56'00''$ East 97.00 feet to the point of BEGINNING.

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