

Diana L Holley
2041 East 1850 South
Spanish Fork, UT 84660



ENT 52631:2012 PG 1 of 3
JEFFERY SMITH
UTAH COUNTY RECORDER
2012 Jun 25 4:14 PM FEE 15.00 BY SS
RECORDED FOR PROVO LAND TITLE COMPANY

PROVO LAND TITLE
ORDER 59171

Party Wall Agreement

Agreement entered in to this 14th day of June, 2012 between Diana L Holley (individually and collectively referred to herein as Holley), and Kathryn M Hamilton (individually and collectively referred to herein as Hamilton), and

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

Lot 15, Plat "B", Maple Meadows Subdivision, Spanish Fork, Utah County, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.

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

Lot 16, Plat "B", Maple Meadows Subdivision, Spanish Fork, Utah County, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.

Whereas, there is presently situated a twin home on said properties, common walls of which are located on approximately the boundary of **Lot 15** herein attached and the boundary line of **Lot 16** herein attached: and

Whereas the parties desire the common walls of such twin home 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 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 Holley and Hamilton, 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 Holley and Hamilton, 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 damaged by an act or omission of either party, such party wall shall be repaired or rebuilt at such party's expense.

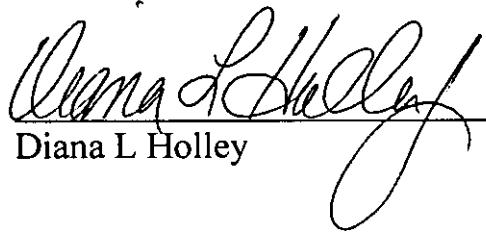
3. *Covenant running with land.* This agreement shall be perpetual and the covenants herein contained shall run with both properties, described above, but this agreement shall not operate to convey to either [party an interest in the fee to any part of the land owned or to be acquired by the other party, the creation of right to party wall 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.



Diana L Holley



Kathryn M Hamilton

State of Utah)
)ss:
County of Utah)

On the 14 day of June, 2012, personally appeared before me Diana L Holley signer of the within instrument, who duly acknowledged to me that he/she/they executed the same.

Cathy B Pace
Notary Public

Commission expires: 4-26-15



Residing in: Springville, Utah 84663

State of Utah)
)ss:
County of Utah)

On the 15 day of JUNE, 2012, personally appeared before me Kathryn M Hamilton signer of the within instrument, who duly acknowledged to me that he/she/they executed the same.

Colby Swenson
Notary Public

Commission expires: 6/27/17

Residing in: SPANISH FORK, UT
84660

