

PARTY WALL DECLARATION AND AGREEMENT

WHEREAS, ALICE M. CUTLER is the owner of that certain real property located in the County of Salt Lake, State of Utah, more particularly described as:

The South one-half of Lot 9, Butler Hills No. 4 according to the official Plat thereof on record with the Salt Lake County Recorder, with the North boundary of said parcel being the centerline of the party wall separating the two-family building occupying Lot 9; and

WHEREAS, ALAN G. GEROW is the owner of that certain real property located in the County of Salt Lake, State of Utah, more particularly described as:

The North one-half of Lot 9, Butler Hills No. 4 according to the official Plat thereof on record with the Salt Lake County Recorder, with the South boundary of said parcel being the centerline of the party wall separating the two-family building occupying Lot 9; and

WHEREAS, there is a party wall dividing the two-family building between the aforesaid parties; and

WHEREAS, it is in the best interests of the parties that there be a written understanding and agreement concerning the rights, duties, and obligations of the parties concerning the said party wall;

NOW, THEREFORE, the Undersigned do herewith agree and declare as follows:

1. The boundary line between the above-described parcels shall be deemed for all purposes to exactly bisect the party wall, with exactly one-half thereof belonging to the North one-half of said Lot, and exactly one-half thereof belonging to the South one-half of said Lot.

2. Each one-half of said Lot shall have an easement of support in and to the one-half of the said party wall belonging to the other one-half of said Lot, and the said wall is herewith declared to be a Party Wall for the mutual benefit of both of the above-described parcels of real property.

3. Should the said Party Wall be damaged or destroyed at any time by the intentional act or negligence of one of the

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owners of the above-described parcels, the party responsible for the damage or destruction shall repair or replace said Party Wall to a condition which is at least equal to the condition thereof immediately prior to the damage or destruction, and shall compensate the other party and hold such other party harmless of and from any property damage, personal injury, or loss of life resulting from such damage or destruction of the Party Wall. The foregoing notwithstanding, at a minimum any repair or replacement of the Party Wall shall meet or exceed the then-existing building code for such structures in effect at the time of the repair or reconstruction in the political subdivision in which the property is located .

4. Should said Party Wall be damaged or destroyed by any cause other than the act or negligence of one of the owners, the Party Wall shall be rebuilt or repaired to a condition equal to or better than immediately prior to being damaged or destroyed at the joint expense of the owners; provided, however, that any sum received by either owner as proceeds from insurance against such damage or destruction shall be applied first to the restoration of the Party Wall before being applied to any other loss such party may have suffered, but each party shall nonetheless be responsible for fifty percent of such cost. The foregoing notwithstanding, at a minimum any repair or replacement of the Party Wall shall meet or exceed the then-existing building code for such structures in effect at the time of the repair or reconstruction in the political subdivision in which the property is located.

5. Should either owner desire to extend such owner's building, either longitudinally along the boundary line between the said parcels, or vertically along said boundary, said extension shall be on the same line as the existing Party Wall or any extension thereof. The other owner shall have the right to use such extension as a Party Wall for an extension of such other owner's building by paying to the first owner an amount equal to the percentage of the extension to be used as a Party Wall multiplied by the total cost of the wall constructed by the first owner. Any such extensions shall be subject to all of the terms and conditions contained in this Declaration and Agreement.

6. Each owner agrees to maintain, repair, and replace such owner's portion of the two-family building in such condition and in a manner which will not detract from the value of the other portion of such building, and shall coordinate colors, trim, siding types, and other exterior aspects of the building with the other owner to assure a harmonious appearance and the esthetic value of the whole

building. Any change in color, trim, roofing, or other exterior aspects of the building shall be mutually agreed upon by the owners prior to the commencement of any work.

7. This Declaration and Agreement shall be subject to and construed in accordance with the laws of the State of Utah without regard to the conflict of laws provisions thereof. The owners intend this Declaration and Agreement to be specifically enforceable. Should either owner be required to seek judicial enforcement of the rights, duties, and obligations imposed on the owners by this Declaration and Agreement, the Court shall award to the successful party as part of its judgment the successful party's costs and expenses, including a reasonable attorney's fee.

8. The rights, duties, and obligation set forth herein shall be deemed to run with the land, and are intended to and shall inure to the benefit of and be binding upon the heirs, successors, transferees, and assigns of the owners executing this document.

IN WITNESS WHEREOF, this Declaration and Agreement has been executed by the undersigned this 16th day of July, 1996.

Alice M. Cutler
Alice M Cutler

Alan G. Gerow
Alan G. Gerow

STATE OF UTAH :
: SS:
COUNTY OF SALT LAKE :

On the 16th day of July, 1996, personally appeared before me Alice M. Cutler, the signer of the foregoing document, who did acknowledge to me that she had executed same for the purposes therein stated.

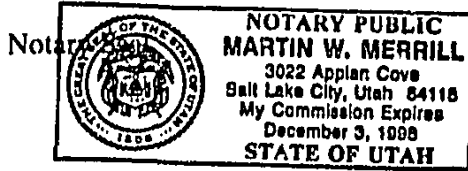
Notary Public
 NOTARY PUBLIC
MARTIN W. MERRILL
3022 Applan Cove
Salt Lake City, Utah 84118
My Commission Expires
December 3, 1998
STATE OF UTAH

[Signature]
Notary Public

STATE OF UTAH :
: SS:
COUNTY OF SALT LAKE :

On the 16th day of July, 1996, personally appeared before me Alan G. Gerow, the

signer of the foregoing document, who did acknowledge to me that he had executed same for the purposes therein stated.



Martin W. Merrill
Notary Public

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01/24/97 3:52 PM 17.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
MERRILL TITLE
REC BY: B GRAY DEPUTY - WI