

PINNACLE TITLE



PARTY WALL AGREEMENT

7740907

This Agreement is entered into and effective this, by and between Maria Strong and Jesi & Josh Griffin (hereinafter referred to as Lot A), and Jesi & Josh Griffin (hereinafter referred to as Lot B).

WHEREAS, Maria Strong owns Lot A, and Jesi & Josh Griffin owns Lot B of, as shown on the official plat thereof in Salt Lake County, Utah, and are owners of a siding, sharing a common roof, common exterior back wall covered with stucco, and a common exterior front wall covered with brick and stucco, and siding.

WHEREAS, Maria Strong and Jesi & Josh Griffin desire to enter into this Agreement for the purposes of maintaining and repairing the common roof, walls, and the entire exterior of their respective properties and building.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties, and for other good and valuable consideration, it is agreed as follows:

1. The parties hereto acknowledge that certain repairs and maintenance to the roof, exterior walls and common fences may, from time to time, become necessary. Such repairs or maintenance will necessarily affect both parties.

2. In the event that any such repair or maintenance becomes necessary, the parties agree to share the cost of such repair or maintenance equally, except that if any repair or maintenance of the roof, exterior walls, or common fences is limited to one side only and the repair or maintenance can be performed without affecting the other side, then owner of the affected side shall bear the entire cost of such repair.

3. If the common wall between and dividing the respective residential units of the parties should at any time be damaged or destroyed, the parties shall equally share in such repair or maintenance, except that if such damage or destruction is caused by the default or negligence of only one party, such defaulting party shall rebuild or repair said wall to the condition equal or better than immediately prior to its being damaged and shall compensate the other party for any damage to the property of the other party.

4. Unless otherwise agreed in writing by the parties, all repairs and maintenance shall be made with the same material and of the same colors as immediately prior to the time the repair was necessitated.

5. Each party to this Agreement shall maintain an insurance policy insuring their respective property against damage and destruction at not less than fair market value and providing at least thirty (30) days' written notice of cancellation of such coverage to all named parties.

6. This Agreement shall run with the land and is binding upon the heirs, assigns, and successors-in-interest of the parties hereto.

7. It is hereby agreed that in the event of default of either party to perform any of the terms or conditions of this Agreement, then in the event the defaulting party shall pay to the non-defaulting party reasonable attorney's fees and court costs for enforcement of these provisions, and all costs and damages incident to such default.

Dated and signed the day and year aforesaid.

5026 W. 6515S West Jordan, UT 84084 Maria Strong

Jesi & Josh Griffin

State of Utah
County of Washington } ss.

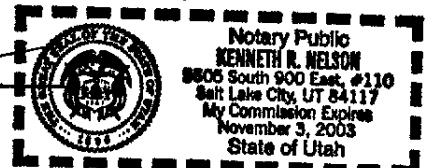
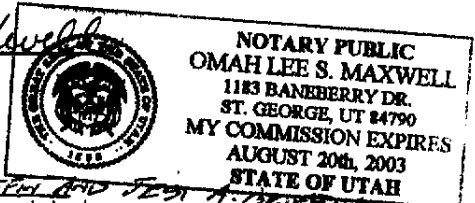
On 11 Oct. 2000, personally appeared before me Maria Strong and Jesi & Josh Griffin, the signers of the within instrument, who duly acknowledged and to me that they executed the same.

Omaha Lee S. Maxwell
Notary Public

State of Utah
County of SALT LAKE } ss.

On 11-17-2000, personally appeared before me JOSHUA DAN GRIFFIN AND JESI A. GRIFFIN, the signers of the within instrument, who duly acknowledged to me that they executed the same.

[Signature]
Notary Public



NOT LEGIBLE FOR MICROFILM
CO. RECORDER

BK 8395 PG 0463

EXHIBIT A

LEGAL DESCRIPTION

LOT A PARCEL #20-24-255-032

LOT 21, OQUIRRH SHADOWS NO. 8, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED
IN BOOK 81-4 OF PLATS AT PAGE 62, RECORDS OF SALT LAKE COUNTY, UTAH.

LOT B PARCEL #20-24-255-031

LOT 22, OQUIRRH SHADOWS NO. 8, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED
IN BOOK 81-4 OF PLATS AT PAGE 62, RECORDS OF SALT LAKE COUNTY, UTAH.

7740907
10/17/2000 04:43 PM 13.00
Book - 8395 Pg - 463-464
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
PINNACLE TITLE CO.
5505 S 900 E STE 110
SALT LAKE CITY UT 84117
BY: ZJM, DEPUTY - WI 2 P.

BK8395PG0464