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When recorded mail to:
10282 Weeping Willow Dr.
Sandy Utah
84070



PARTY WALL AGREEMENT

This Agreement is entered into and effective this 14 day of November, 2002, by and between ANN M. FORD and TERRY R. FORD (hereinafter referred to as Lot 4, Hopkins Place Subdivision), and PETER ALVING (hereinafter referred to as Lot 3, Hopkins Place Subdivision).

WHEREAS, ANN M. FORD and TERRY R. FORD, owns Lot 4, and PETER ALVING, owns Lot 3 of Hopkins Place Subdivision, as shown on the official plat thereof in Salt Lake County, Utah, and are owners of a Twin Home, sharing a common roof, common exterior back wall covered with stucco, and a common exterior front wall covered with brick and stucco; and

WHEREAS, ANN M. FORD and TERRY R. FORD; and PETER ALVING desire to enter into this Agreement for the purposes of maintaining and repairing the common roof, walls, and the entire exteriors 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, exteriors walls, or common fences is limited to ones 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.

Terry R. Ford
TERRY R. FORD

Ann M. Ford
ANN M. FORD

Peter Alving
PETER ALVING

22-32-303-032

State of Utah)
)ss
County of Salt Lake)

On the 5 day of November, 2002, personally appeared before me TERRY R. FORD and ANN M. FORD, the signers of the within instrument, who duly acknowledged to me that they executed the same.



Camille Gotfredson
Notary Public

State of Utah)
)ss
County of Salt Lake)

On the 14 day of November, 2002, personally appeared before me PETER ALVING, the signers of the within instrument, who duly acknowledged to me that they executed the same.



Camille Gotfredson
Notary Public

BK8684 PG8506

EXHIBIT A

LEGAL DESCRIPTION

Order Number: 26768

ALL OF LOT 4, HOPKINS PLACE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

Parcel No. #: 22-32-303-032

8421808
11/14/2002 05:00 PM 12.00
Book - 8684 Pg - 8506-8507
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
PINNACLE TITLE CO.
BY: RDJ, DEPUTY - WI 2 P.

BK 8684 PG 8507