

STAT. CO. FILE FOR
D. R. Wheelwright
JAN 2 59 PM '46
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ORDER

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PLATTED ABSTRACTED
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COMPARISON EIGHT

AGREEMENT.

Oliver Hollands

This agreement made and entered into this the 8th day of January, 1946, by and between Ezra M. Peterson, sometimes designated as Ezra Peterson, and Alma M. Peterson, his wife, of Ogden City, Weber County, State of Utah, parties of the first part, and Valborg R. Wheelwright, of Ogden City, Weber County, State of Utah, party of the second part, WITNESSETH:

Whereas, the parties hereto are owners of adjacent properties being a part of Lot 6, Block 66, Plat "C" of Ogden City Survey, in Ogden City, Weber County, State of Utah, and

Whereas, the boundaries of said properties in so far as the same concerns this agreement are as follows:

Beginning at a point 283.5 feet north and 5 feet east of the southwest corner of said Lot 6, and running thence east 42 feet, hereinafter referred to as course "A", thence south 8.25 feet, hereinafter referred to as course "B", thence east 53 feet, hereinafter referred to as course "C", thence north 32.75 feet, hereinafter referred to as course "D", and

Whereas, the buildings of the party of the second part are tied into the walls of the parties of the first part along courses "A" and "B", and buildings of the parties of the first part are tied into the walls of the party of the second part along courses "C" and "D".

Now, therefore, it is hereby understood and agreed as follows, to wit:

That said walls are not party walls as generally understood.

That each of the parties to this agreement grants to and confirms unto the other the right to use said walls as now used.

That in the event any of said walls shall be destroyed by fire or otherwise, all right of easement in said wall shall terminate and cease.

That the owner of the wall upon his or her land may at any time remove and take down said wall, but, in that event, a reasonable notice shall be given to the then owner of the easement to the end that a reasonable opportunity shall be given said owner of said easement to protect the building tied in and carried by said wall as above designated.

That the foregoing agreement shall be construed as a covenant running with the land.

WITNESS the hands of the parties hereto this the day and year first above written.

Ezra M. Peterson
Alma M. Peterson
PARTIES OF THE FIRST PART

Valborg R. Wheelwright
PARTY OF THE SECOND PART.

STATE OF UTAH }
COUNTY OF WEBER. } SS.

On this the 24th day of January, 1946, personally before me Ezra M. Peterson and Alma M. Peterson, his wife, and Valborg B. Wheelwright, the signers of the within instrument, who duly acknowledged to me that they executed the same.

C. C. Forsythe
NOTARY PUBLIC.
Residing at Ogden, Utah.

My commission expires _____

My Commission Expires Mar. 23, 1949

