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06/26/96 2:50 PM 15.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
PARAMOUNT TITLE
REC BY:V ASHBY DEPUTY - WI

When recorded, return to:
Thomas F. Rogan
136 S. Main #325
SLC, UT 84101

COMMON WALL AGREEMENT

This Agreement addresses the rights and obligations of the owners of two properties located in the 700 South block of 300 West in Salt Lake City, Utah, more particularly described, respectively, as Parcels "A" and "B" in the attached Exhibits "A" and "B" which are incorporated by this reference.

A common wall, to the south of Parcel "A" and to the north of Parcel "B", separates the properties; and the owners of each parcel agree as follows:

1. The owners of each parcel shall share equally any costs relating to repair, replacement, restoration and maintenance of the common wall which separates the properties; and the owners of each parcel shall have an easement of support for the common wall on the other parcel, creating a party wall for the benefit of the owners of Parcels "A" and "B".

2. Should the party wall created by this Agreement be damaged by the intentional or negligent act or omission of the owners or tenant of one of the parcels, the owners of that parcel shall repair or replace it in a condition equal to or better than immediately prior to its being damaged and shall compensate the owners of the other parcel for damage to that property. Also, should either owner or its tenant cause a change in occupancy or use to occur with regard to its parcel and the change requires, either as a matter of law or practicability, a modification of the party wall, the costs of any such modification shall be borne solely by the owner who causes the change or whose tenant causes the change.

3. Should the party wall be damaged by any cause other than the intentional or negligent act or omission of an owner or its tenant, it shall be repaired or replaced in a condition equal to or better than immediately prior to its being damaged at the joint expense of the owners of both parcels, provided that the proceeds received from insurance against the damage or destruction shall be first applied to the restoration of the party wall.

4. Should any owner of either parcel fail to carry out its obligation with regard to the party wall, any other owner of either parcel may perform such obligation and be reimbursed by the owner in whose stead the obligation is performed.

5. An owner who fails to perform as provided in this Agreement must pay the costs, including reasonable attorney's fees, of any owner who prevails in enforcing this

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Agreement. Also the party who prevails in any litigation which arises under or involves this Agreement shall recover costs, including reasonable attorney's fees, from the other party.

6. This Agreement is the entire agreement of the parties, there having been no verbal representations upon which any party has relied; and this Agreement may be modified only by writing in recordable form by the parties to it or by their successors in interest.

Owner of Parcel "A"

Douglas W. Jones
Douglas W. Jones

June 7, 1996
date

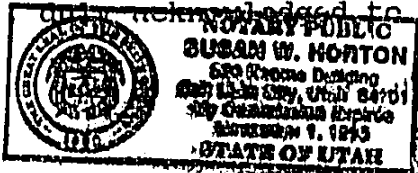
Owner of Parcel "B"

Cindy Potts Emerson
The Estate of Thomas H. Potts,
Cindy Potts Emerson, Personal Representative

6.11.96
date

State of Utah)
County of Salt Lake) ss:

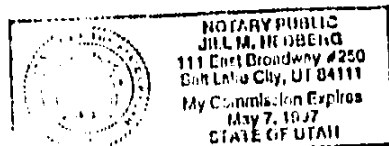
On the 7th day of June, 1996, personally appeared before me Douglas W. Jones, the signer of the above instrument who, having sworn that he is the owner of Parcel "A" duly acknowledged to me that he executed the same.



Susan W. Norton
Notary Public

State of Utah)
County of Salt Lake) ss:

On the 11th day of June, 1996, personally appeared before me Cindy Potts Emerson, the signer of the above instrument who, having sworn that she is the Personal Representative of the Estate of Thomas H. Potts, duly acknowledged to me that she executed the same.



Jill M. Hedberg
Notary Public

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EXHIBIT "A"

Beginning 5 rods North from the Southeast corner of Lot 1, Block 12, Plat A, Salt Lake City Survey, and running thence North 121 feet, thence West 10 rods, thence South 121 feet and thence east 10 rods to the point of beginning, as recorded in the Office of the Salt Lake County Recorder, State of Utah.

EXHIBIT "B"

Beginning at a point 2.5 rods North of the Southeast corner of Lot 1, Block 12, Plat A, Salt Lake City Survey, and running thence North 2.5 rods, thence West 7 rods, thence South 2.5 rods and thence East 7 rods to the point of beginning, as recorded in the Office of the Salt Lake County Recorder, State of Utah.