

Recorded at Office of Joe Ruby MAY 6 1941
Hazel Taggart Chase, Recorder Salt Lake County, Utah
Book 535 Page 278 34-192-38241
109 N. Main Midvale, Ut.

... made and entered into on the 19 day of April,
... between ROBERT S. PHELPS and VIRGINIA B. PHELPS, his wife,
of Midvale, County of Salt Lake, State of Utah, hereinafter designated as
the "parties of the first part" and JOE RUBY and ANNA RUBY, his wife,
of Midvale, County of Salt Lake, State of Utah, hereinafter designated as
the "parties of the second part";

WHEREAS, the parties of the first part are the owners of the building
at number 125 North Main Street, Midvale, Utah, now used as a pool hall and
commonly known and designated as "Diamond Billiards" situated upon the fol-
lowing described real property in Salt Lake County, State of Utah, to-wit:-

PH 26-251E

Commencing at a point 84 feet South of the
Northeast corner of Gutler's Subdivision of
part of the Southeast quarter of Section 26,
Township 2 South, Range 1 West, Salt Lake
Meridian, the Northeast corner of said subdivi-
sion being 1383.6 feet South of Station No.
2 of Highway No. 13 according to a survey made
by L. F. Elliot, Civil Engineer, June 10, 1904,
and supposed to be 33 feet West and 1399.2 feet
South of the Northeast corner of said quarter
section and running thence South 58 feet; thence
West 125 feet; thence North 58 feet; thence
East 125 feet to the place of beginning, being the
North 58 feet of Lot 2, Block 1 of said subdivi-
sion,

and
WHEREAS, the parties of the second part are the owners of property ad-
joining the above described building and property upon the South and are
desirous of using the South wall of the said building owned by first parties
as a part of a building to be constructed by the parties of the second part
upon said property owned by them, and the parties of the first part are
willing to grant to the parties of the second part the right to such use
under the terms and conditions hereinafter more particularly set forth,

... that in consideration of the premises and the sum
... the parties of the first part in hand paid by the
... hereby acknowledged, and
... hereinafter contained, the

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the use by the parties of the second part of a part of the South wall of the above-described building upon the terms and conditions, and subject to the limitations hereinafter more particularly set forth.

It is hereby mutually understood and agreed, by and between the parties hereto, as follows:

1. That the parties of the second part may use the said wall as a common wall for any building to be built by the parties of the second part and as a support for beams and other structural members in connection with such building of the parties of the second part to the full height thereof and from the Easterly end thereof for a distance along the said wall running Westerly to a point East of the second window in said wall, a distance of about 43 feet, it being expressly understood and agreed hereby that the parties of the second part may so use and build upon the said wall as to cover the window in said wall furthest to the East but not to cover any other window. If the parties of the second part desire to extend any building to be built by them further West along the said wall than hereinbefore set forth, such building shall be of such a height that it shall not cover or interfere with the use of any other window upon the said wall than the most Easterly of the said windows.

2. That the parties of the second part will not, in any manner, weaken the said wall nor damage the same for the use by the parties of the first part; that they will promptly repair any and all damage to the said wall and the property and premises of the parties of the first part by reason of the placing or use of any building or any structural members or other parts thereof against or upon the said wall and that they will, and do hereby indemnify and save harmless the parties of the first part from any and all damage or claims of any nature whatsoever arising out of or connected with the use by the parties of the second part of the said wall.

3. It is further understood and agreed that, in case of damage or destruction of said wall and any extension thereof, including the foundation, either parties, their heirs and assigns, shall have the right to repair or rebuild the said wall, and said extension, and the other parties, whenever they desire to use the same, shall have the right so to do upon the payment of one-half the expense of such repairing or rebuilding.

4. It is further understood and agreed between the aforesaid parties that this agreement shall be perpetual, and at all times be construed as a covenant running with the land, and that no part of the fee of the soil upon which the party wall above described stands shall pass or be vested in either party in any other manner than if this agreement had not been made.

5. It is distinctly understood and agreed that the wall herein described and any extension thereof shall at all times be and the same is a party wall.

IN WITNESS WHEREOF, the parties hereto have hereunto signed their names the day and year first above written.

Eugene S. Phelps
Virginia B. Phelps
Parties of the First Part

Joe Ruby
Anna Ruby
Parties of the Second Part

STATE OF UTAH,)
(SS:
COUNTY OF SALT LAKE.)



On the 19 day of April, 1947, personally appeared before me, EUGENE S. PHELPS, Notary Public, and VIRGINIA B. PHELPS, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Eugene S. Phelps
Notary Public
Commission expires: July 27, 1950 Residing in Midvale, Utah

STATE OF UTAH,)
(SS:
COUNTY OF SALT LAKE.)



On the 19 day of April, 1947, personally appeared before me, JOE RUBY, Notary Public, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Joe Ruby
Notary Public
Commission expires: July 27, 1950 Residing in Midvale, Utah