

## Party Wall Declaration and Exterior Maintenance Agreement

This Party Wall Declaration and Exterior Maintenance Agreement (the "Agreement") is entered into the 4<sup>th</sup> day of November, 2015, by and between Amanda S. Groves, and Lisa D. Brereton and James E. Brereton (collectively, the "Parties").

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. Lisa D. Brereton and James E. Brereton are the owners of the following described property located in Utah County, State of Utah:
  
2. The Parties acknowledge that they each own a part of the twin home on the properties described above, and there that is a division wall along the boundary to the properties. The Parties agree that the portion of the boundary line between their properties occupied or covered by any structure containing a division wall will be construed to exactly longitudinally bisect said division wall; the owners of the wall on each half of said wall shall have an easement of support in the other half of the wall; and the wall shall be a party wall for the benefit of both parties, subject to the following rights and obligations:
  - (a) Should the party wall at any time be damaged or destroyed by the default or negligence of one of the Parties, such party shall rebuild or repair the wall to a condition equal or better than immediately prior to its being damaged and shall compensate the other party for any damage to the property of such other party.
  
  - (b) Should the party wall be damaged or destroyed by any cause other than the act or negligence of one of the Parties, the party wall shall be rebuilt or repaired to a condition equal to or better than immediately prior to its being damaged, at the joint expense of both Parties, provided that any sum received by insurance against such damage or destruction shall be first applied to such restoration.
  
  - (c) In the event either party desires to extend their respective structures either longitudinally along the boundary line or vertically from the location of the party wall, the extension shall be on top of and/or on the same line as the present party wall or any extension thereof. When either party shall so extend the party wall, the other party shall have the right to use it as a party wall and join the same by paying the other party one half of the cost of such wall as he shall use, it being understood that any such extension shall at all times be a party wall.



STATE OF UTAH )  
COUNTY OF Salt Lake :SS

The foregoing instrument was acknowledged before me the 9<sup>th</sup> day of November 2015, by  
Amanda S. Groves.



  
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Notary Public

**EXHIBIT A**

Lot 17, of PLAT "A", COTTONWOOD ESTATES SUBDIVISION, Santaquin, Utah, according to the official plat thereof, as recorded in the office of the Utah County Recorder, Utah.

For Identification Purposes Only: Tax Parcel No. 36-750-0017