

4182
 Received at Request of Western Sav. & Loan JAN 7 1976
 at _____ m Fee Paid \$ 4.00 KATHIE L. DIXON, Recorder
 Salt Lake County, Utah, By [Signature] Dept. Date _____
 _____ Dept. Date _____

AGREEMENT ESTABLISHING PARTY WALL 41 East 1st St.
P.O. Box 71069 City 84111

2775219

AGREEMENT, made this 31 day of December, 1975, between ZIONS FIRST NATIONAL BANK, a banking corporation of Salt Lake City, Salt Lake County, State of Utah, and ORSON D. SPENCER and PHYLLIS G. SPENCER, his wife, of Salt Lake City, Salt Lake County, State of Utah,

RECITALS

A. ZIONS FIRST NATIONAL BANK is the owner of the premises in the City of Salt Lake, County of Salt Lake, State of Utah, more particularly described as follows:

Beginning North 0°00'24" West along the West line of Block 70, Plat "D", Salt Lake City Survey, 33 feet and North 89°54'56" West 41.5 feet from the Southwest corner of Lot 3 of said Block 70, and running thence North 0°00'24" West 99.00 feet; thence South 89°54'56" East 101.50 feet; thence South 0°00'24" East 99.00 feet; thence North 89°54'56" West 101.50 feet to the point of beginning,

and hereinafter called Lot A.

B. ORSON D. SPENCER and PHYLLIS G. SPENCER, his wife, are the owners of the premises in the City of Salt Lake, County of Salt Lake, State of Utah, more particularly described as follows:

Beginning 60 feet East of the Northwest corner of Lot 3, Block 70, Plat "D", Salt Lake City Survey, and running thence South 33 feet; thence West 101.5 feet; thence North 33 feet; thence East 101.5 feet to the point of beginning.

Said property immediately adjoining Lot A to the North and hereinafter called Lot B.

C. A brick building is located on Lot A and a brick building is located on Lot B.

D. The North wall of the building located on Lot A and the South wall of the building located on Lot B form a common wall and boundary between Lots A and B.

E. The parties desire to settle all questions relating to the ownership and use of such common wall and all differences between them relating to such boundary for the reasons set forth above and in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

SECTION ONE

PARTY WALL DECLARATION

The wall shall be a party wall and the parties shall have the right

BOOK 4073 PAGE 26

to use it jointly.

SECTION TWO

REPAIRING OR REBUILDING

Should such wall be damaged or destroyed by the default, negligence, or other act or omission of one of the parties, such party shall rebuild or repair the wall and shall compensate the other party for any damages to the property of the other party.

Should the wall at any time while in use by both parties, as afore-said, be injured by any cause other than the act or omission of either party, or if it becomes necessary or desirable to repair or rebuild the whole or any part of the wall, the repairing or rebuilding expense shall be borne equally by the parties or by their heirs and assigns who shall at the time of the repair or rebuilding be using it in proportion to the extent of their use. Any repairing or rebuilding of the wall shall be on the same location and of the same size as the original wall or portion thereof, and of the same or similar material of the same quality as that used in the original wall or portion thereof.

SECTION THREE

BINDING EFFECT

The benefits and obligations and the covenants herein shall run with the land herein described so long as the wall continues to exist, and shall bind the respective parties hereto, their heirs, legal representatives and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement at Salt Lake City, Salt Lake County, State of Utah, the day and year first above written.

ATTEST

ZIONS FIRST NATIONAL BANK

Title

By *Robert L. Barrow*
Trust Officer Title

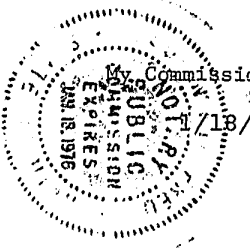
Orson D. Spencer
Orson D. Spencer

Phyllis G. Spencer
Phyllis G. Spencer

BOOK 4073 PAGE 27

STATE OF UTAH,)
 : SS.
County of Salt Lake,)

On the 31 day of December, A.D. 1975, personally appeared before me Robert F. Barnes ~~and~~, who being by me duly sworn did say, each for himself, that he, the said Robert F. Barnes is the ~~president and is the said~~ trust officer ~~is the secretary~~ of ZIONS FIRST NATIONAL BANK, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Robert F. Barnes ~~and~~ ~~each~~ ~~each~~ duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

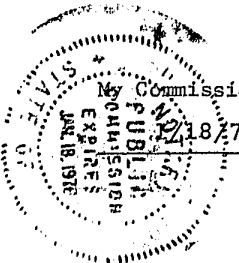


My Commission expires: 1/18/76

Susan Millfred
Notary Public.
My residence is Salt Lake City, Utah

STATE OF UTAH,)
 : SS.
County of Salt Lake,)

On the 31 day of December, A.D. 1975, personally appeared before me (rson D. Spencer and Phyllis G. Spencer, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.



My Commission expires: 1/18/76

Susan Millfred
Notary Public.
My residence is Salt Lake City, Utah