5761589
03/10/96 3:51 PM 13.00
KATIE L DIXCH
RECORDER SALT LAKE COUNTY, UTAH
SUPERIOR TITLE
REC BY:B GRAY ,DEPUTY - WI

Order #24474-ST

PARTY WALL AGREEMENT

This Agreement is entered into this 3RD day of MARCH, 1994, by and between JAMES BLANCO AND KALA C. BLANCO, owner of Parcel "A", and KYLE PAMLER AND DARLENE PALMER, owner of Parcel "B", the legal descriptions of these two parcels being described as follows:

Parcel A:

All of Lot 88, HOMESTEAD FARMS, Planned Unit Development III, according to the official plat thereof, recorded in the office of the County Recorder of said County, in Book 78-2, Page 44.

Parcel B:

All of Lot 87, HOMESTEAD FAFMS, Planned Unit Development III, according to the official plat thereof, recorded in the office of the County Recorder of said

Whereas, the owners of Parcels "A" and "B" share a common party wall and both Owners desire to enter into an Agreement for the use and maintenance of the common party wall. Now, therefore, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- (1) General Rules of Law to Apply: Each wall or fence which is built as a part of the original construction of the home upon the property and placed on the dividing line between the Lots shall constitue a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for party damage to party walls due to negligence or willful acts or omissions shall apply thereto.
- (2) Sharing of Repair and Maintenance: The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use. In addition, the cost of reasonable repair and maintenance of any water of other pipes within any party wall shall be shared by the owners in a like manner. There shall also be a reciprocal right of access into the wall for the purpose of such maintenance or repair.
- (3) <u>Destruction of the Party Wall</u>: If a party wall is destroyed or damaged, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of way such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

- (4) Wheatherproofing: Notwithstanding any other provisions of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- (5) <u>Arbitration</u>: In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be binding upon the parties thereto.
- (6) <u>Enforcement</u>: It is hereby agreed that in the event of the failure of the Party of the First Part or the Party of the Second Part to perform any of the terms or conditions of this Agreement, then in that event the defaulting party agrees to pay the prevailing party reasonable attorney's fees and court costs for enforcement of these provisions. It is further acknowledged and expressly agreed that the terms and provisions of this Agreement are appurtenant to and shall run with the land and shall in all respects be binding upon the heirs, successors in interest, administrators and assigns of the parties hereto.

Date:

Kalac

KALA C. BLANCO

BETTY/H: CARSON (KUCC PACMER)

CHRISTOPHER R CARSON DOVING 121

State of Utah

)ss.

County of Salt Lake)

On the 8th day of March , 1994, personally appeared before me James Blanco and Kala C. Blanco and Kyle Palmer and Darlene Palmer

the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

My Commission Expires: Residing at:

Notary Publi

