

06-6323
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PARTY WALL AGREEMENT

This Agreement is made this 22nd day of August, 2006
by and between Matthew Guarino, Owner of Parcel "A", and Matthew Guarino, Owner
of Parcel "B";

THAT, WHEREAS, the undersigned, is the owner of the following described
real properties located in Salt Lake City, Salt Lake County, State of Utah:

Parcel A:

Lot 156, HIGHLAND PARK PLAT "A", according to the official plat thereof,
recorded in the office of the County Recorder, County of Salt Lake, State
of Utah.

Together with the joint use of a right of way as follows: Beginning at a
point 3.5 feet West of the Northeast corner of Lot 154, said Highland Park
Plat "A", and running thence Southerly to a point 3.5 feet West of the
Southeast corner of said Lot 154; thence East 7 feet; thence Northerly to
a point 3.5 feet East of the Northeast corner of said lot; thence West 7
feet, more or less to the point of beginning. Serial No. 16-20-430-020

Property Address: 1240 East Parkway Avenue
Salt Lake City, Utah 84106

Parcel B:

Lot 155, HIGHLAND PARK PLAT "A", according to the official plat thereof,
recorded in the office of the County Recorder, County of Salt Lake, State
of Utah.

Together with the joint use of a right of way described as follows:
Beginning at a point 3.5 feet West of the Northeast corner of Lot 154,
said HIGHLAND PARK PLAT "A", and running thence Southerly to a point 3.5
feet West of the Southeast corner of said Lot 154; thence East 7 feet;
thence Northerly to a point 3.5 feet East of the Northeast corner of said
Lot; thence West 7 feet, more or less to the point of beginning. Serial
No. 16-20-430-019

Property Address: 1238 East Parkway Avenue
Salt Lake City, Utah 84106

(Continued . . .)

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8/25/2006 11:04:00 AM \$17.00
Book - 9341 Pg - 2301-2303
Gary W. Ott
Recorder, Salt Lake County, UT
PARAMOUNT TITLE
BY: eCASH, DEPUTY - EF 3 P.

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PARTY WALL DECLARATION

That portion of the boundary line of any lot upon said property occupied or covered by a building containing a division wall will be construed to exactly longitudinally bisect said division wall; the owners of the wall on each half of of said wall shall have an easement of support in the other one-half of said wall, and said wall shall be a party wall for the benefit of both parties, subject to the following rights and obligations:

1. Should any party wall at any time be damaged or destroyed by the default or negligence of one of said parties, such party shall rebuild or repair said 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.

2. Should said party wall be damaged or destroyed by any cause other than the act or negligence of the other party, the same 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.

3. In the event either party desires to extend their respective buildings either longitudinally along said boundary line or vertically from the location of said party wall, said extension shall be on top of and/or on the same line as the present wall or any extension thereof. When either party shall so extend said wall, the other party shall have the right to use 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.

4. The rights and obligations of said parties in and to said party wall shall be perpetual, shall run with the land and shall benefit and apply to their respective heirs, administrators, executors, personal representatives and assigns.

(Continued . . .)

mgj

(continued . . .)

Matthew Guarino
Matthew Guarino

State of Colorado)
County of ARAPAHOE) ss.

On the 22nd day of August, 2006, personally appeared before me Matthew Guarino, the signer(s) of the foregoing instrument who duly acknowledged to me that he executed the same.

Charlene M. Speed
Notary Public

My Commission Expires:

Residing at:



My Commission Expires 08/12/2008
2323 E. Arapahoe Rd.
Centennial, CO 80122