

AUG 10 1 42 PM 1972

PARTY WALL AGREEMENT

THIS AGREEMENT, made this 14th day of August, 1972, by and between ROY M. FOX, hereinafter called First Party, and WILBUR C. MASKINS, hereinafter called Second Party,

WITNESSETH:

WHEREAS, First Party is the owner of the following described parcel of real property in Klamath County, Oregon, to-wit:

Beginning at a point 30 feet East of the Southwest corner of Lot 4 in Block 29 City of Merrill; thence continuing Easterly along the South line of said Block 29 a distance of 29 feet and 11 inches; thence Northerly and parallel to the East line of said Block 29, a distance of 125 feet; thence Westerly along the North line of Lot 3, Block 29, a distance of 30 feet 3 inches; thence Southerly a distance of 125 feet to the point of beginning;

and

WHEREAS, First Party is selling said property to Second Party contemporaneously herewith; and

WHEREAS, First Party is also the owner of the Easterly portions of Lots 3 and 4, Block 29, City of Merrill, which is the parcel next Easterly to the property first above referred to and upon which there is erected a building; and

WHEREAS, First Party desires to give permission to Second Party to use the Westerly wall of said building;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and other good and valuable considerations to First Party in hand paid, the receipt of which is hereby acknowledged, First Party, his heirs, executors, grantees and assigns, does hereby grant to and covenant with Second Party, his heirs, executors, administrators, grantees and assigns, that he and they may use the Westerly wall of First Party's building aforesaid as a party wall, with all the rights and incident thereto; provided, however, that Second Party will not insert ceiling beams and floor joists into the said party wall, it being expressly understood, by and between the parties hereto, that Second Party will erect support timbers adjacent to the party wall and affix same with bolts to the party wall, then run a stringer across the erected timbers for their ceiling beams.

1 It is further covenanted and agreed by the parties hereto, for themselves  
 2 and their respective heirs, executors, administrators and assigns, that should  
 3 the party wall at any time while in use by both parties as aforesaid be injured  
 4 by other cause than the act or negligence of either party, the same shall be re-  
 5 paired or rebuilt at their joint expense provided that any sum received from  
 6 insurance against such injury or destruction shall be first applied to such res-  
 7 toration, and that whenever the wall or any part of it shall be rebuilt, it  
 8 shall be erected on the same spot where it now stands and be of the same size  
 9 and of the same or similar materials; and that said party wall shall be main-  
 10 tained and kept in repair at the joint cost of the respective adjoining owners.

11 It is further agreed and understood by the parties hereto for themselves  
 12 and their respective heirs, executors, administrators and assigns that this in-  
 13 strument shall be perpetual and that the covenants herein contained shall run  
 14 with both parcels of land above described, but it shall not have the effect to  
 15 convey to either party the fee to any part of the land owned or to be acquired  
 16 by the other party, the creation of the right to a perpetual party wall being  
 17 the sole purpose hereof.

18 The covenants aforesaid are to run with the land and to bind the parties  
 19 hereto, their heirs and assigns.

20 IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on  
 21 the date and year first hereinabove written.

22 Roy M. Fox (SEAL) Wilbur C. Haskins (SEAL)  
 23 First Party Second Party

24 STATE OF OREGON )  
 25 County of Klamath ) SS August 17, 1972  
 26 Personally appeared the above named Roy M. Fox and acknowledged the foregoing  
 27 instrument to be his voluntary act and deed.  
 28 Before me:

29 James B. Armstrong  
 30 Notary Public for Oregon  
 31 My Commission Expires: August 1, 1975  
 32 (SEAL)

28 STATE OF OREGON )  
 29 County of Klamath ) SS August 17, 1972  
 30 Personally appeared the above named Wilbur C. Haskins and acknowledged the  
 31 foregoing instrument to be his voluntary act and deed.  
 32 Before me:

33 James B. Armstrong  
 34 Notary Public for Oregon  
 35 My Commission Expires: August 1, 1975  
 36 (SEAL)

GANONG, GORDON  
 & BISEMORE  
 ATTORNEYS AT LAW  
 535 MAIN STREET  
 KLAMATH FALLS, ORE.  
 97601

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STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Wilbur C. Haskins  
 this 18th day of August A. D., 1972 at 1:42 o'clock P.M., and duly recorded in  
 Vol. M72, of Deeds on Page 9288

Fee \$4.00

By WM. D. MILNE, County Clerk  
Lucia Gendola