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AGREEMENT

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THIS AGREEMENT, Made and entered into this 27 day of August, 1975, by and between RAY BYRNES, IRENE BYRNES, DORMAN A. TURNER, ARLENE I. TURNER, ORRIN L. STUEMPGES, SHIRLEY A. STUEMPGES, NORMAN J. DUFFY and DARLENE E. DUFFY, herein collectively called "joint venturers", and NORMAN J. DUFFY and DARLENE E. DUFFY, husband and wife, herein called "Duffys";

W I T N E S S E T H:

WHEREAS, joint venturers own land situated in Klamath County, Oregon, more particularly described on Exhibit A attached hereto and by this reference made a part hereof, and

WHEREAS, Duffys own land adjoining and more particularly described on Exhibit B attached hereto and by this reference made a part hereof, and

WHEREAS, there is now a building located on the land described on Exhibit A with its South wall on or near the South boundary of the land described on Exhibit A, and

WHEREAS, Duffys desire to construct a building on the land described on Exhibit B to adjoin the building on the land described on Exhibit A, and

WHEREAS, there are certain other matters of mutual interest to the parties hereto relating to the use and occupancy of both the properties described on Exhibits A and B attached hereto.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements hereinafter contained on the part of each of the parties to be kept and performed, it is agreed as follows:

(1) Joint venturers, for themselves, their heirs, personal representative and assigns, do by these presents assign, convey and grant to Duffys the right and authority to use the South wall on the building located on the real property described on Exhibit A attached hereto as a non-bearing wall in the construction of the building to be erected on the real property described on Exhibit B. Said wall shall be and is hereby deemed to be a party wall.

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It is agreed between the parties that in the event said party wall shall become damaged through any cause other than the willful or negligent act of any of the parties hereto, the party wall shall be repaired or rebuilt at the joint expense of the parties hereto; provided, however, that any sum received from insurance against such damage shall be first applied to such restoration.

This party wall agreement shall be perpetual and the covenants herein contained shall run with both parcels of land described on Exhibits A and B but shall not have the effect of conveying to either party the fee to any part of the land owned or to be acquired by the other party, the creation of the right of the perpetual party wall being the sole purpose hereof.

Joint venturers by these presents do give, grant and convey to Duffys, their heirs, personal representatives and assigns, the right and easement to permit surface water collected on the roof of the building to be constructed on the land described on Exhibit B to run over and across the roof of the building now existing on the land described on Exhibit A.

Joint venturers hereby give, grant and convey to Duffys the right to tie into the existing sprinkler system, water mains, electrical system, storm and drain sewer lines in the building located on the property described on Exhibit A for the purpose of extending said pipes and lines to serve the building to be constructed on the land described on Exhibit B. For such purposes Duffys shall have the right to cut holes in said party wall to permit said pipes and electrical lines to run through the wall; however the joint venturers shall not be responsible to Duffys, their heirs, personal representatives and assigns, for any damage, loss, expense or other charge caused or incurred by reason of any defect now existing or which may hereafter occur in the sprinkler system, water mains, storm and drain sewer lines and electrical system located in the building situated on the land described on Exhibit A.

Duffys shall also have the right to cut doors in said party wall for access to the building to be constructed on the land described on Exhibit B.

The rights given in the above two paragraphs shall be personal to
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Duffys and their lineal descendants for so long as Duffys or their lineal descendants shall own a substantial interest in the land described on Exhibit B attached hereto. Such rights, however, may be cancelled at any time thereafter on 120 days' prior written notice by joint venturers to Duffys' successors in interest.

~~The exact location of the existing South wall of the building on~~ the property described on Exhibit A is not known to the parties hereto. In constructing the building on the property described on Exhibit B, joint venturers give, grant and convey to Duffys the right and easement to encroach upon the joint venturers' property to the extent necessary to enclose the building to be constructed by Duffys.

(2) In further consideration of the premises, it is understood and agreed that none of the parties hereto, nor any person claiming by, through or under them, or any of them, shall cause or permit any structure, building, sign or other obstruction, other than gasoline pumps or similar service facilities, to be located or placed upon the westerly 100 feet of the premises described on Exhibits A and B attached hereto, and it is further agreed that any permitted gasoline pumps or similar service facilities shall be located only in the center of said 100-foot strip, parallel with Washburn Way, in such manner as to permit vehicular traffic to pass on either side thereof. Said 100-foot strip shall be reserved for the use of the owners and occupiers of the premises described on Exhibits A and B and the owners and occupiers of the adjoining properties bordering on Washburn Way, for access to and egress from the described premises and adjoining properties and for parking of automobiles of the owners, their employees or customers, such rights to be appurtenant to each of said properties for the non-exclusive use of said owners, occupiers, tenants, invitees and employees.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first hereinabove written.

RAY BYRNES

By *Irvin M. Byrnes*
His Attorney in Fact

Irvin M. Byrnes
Norman J. Duffey

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(Joint Venturers)

Donna M. Thurnell
Arthur J. Thurnell
William L. Thurnell
Harold A. Thurnell
Walter B. Thurnell

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Norman J. Duffy
Norman J. Duffy

Darlene E. Duffy
Darlene E. Duffy

STATE OF OREGON }

County of KLAMATH }

ss. Aug. 27, 1975

Personally appeared DORMAN A. TURNER, known to me to be one of the joint venturers named above, and acknowledged the foregoing Agreement to be the voluntary act and deed of said joint venturers.

Before me:

L. Wallace Linton
NOTARY PUBLIC FOR OREGON
My commission expires 8/14/79

STATE OF OREGON }

County of KLAMATH }

ss. Aug. 27, 1975

Personally appeared NORMAN J. DUFFY and DARLENE E. DUFFY, husband and wife, known to me to be the identical persons described in and who executed the foregoing Agreement, and acknowledged said instrument to be their voluntary act and deed.

Before me:

L. Wallace Linton
NOTARY PUBLIC FOR OREGON
My commission expires 8/14/79

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EXHIBIT A

Commencing at the one-quarter corner common to Sections 3 and 4, Township 39 S., R. 9 E.W.M., Klamath County, Oregon, thence along the West boundary of said Section 3, South to $0^{\circ}22'50''$ E. 464.30 feet; thence S. $89^{\circ}52'40''$ E. 50.00 feet to the intersection of the East boundary of Washburn Way with the South boundary of Crosby Avenue for the true point of beginning; thence along the South boundary of Crosby Avenue, S. $89^{\circ}52'40''$ E. 320.00 feet; thence S. $0^{\circ}22'50''$ E. 250.00 feet; thence N. $89^{\circ}52'40''$ W. 320.00 feet to the East boundary of Washburn Way; thence along said boundary N. $0^{\circ}22'50''$ W. 250.00 feet to the true point of beginning, containing 1.84 acres, more or less.

EXHIBIT B

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A tract of land situated in the NW 1/4, Section 3, Township 39 S., R. 9 E.W.M., more particularly described as follows: Beginning at the W. quarter corner of said Section 3; thence S. 00°22'50" E. (along the W. line of said Section 3) 714.30 feet; thence S. 89°52'40" E., parallel with and 250.00 feet from the southerly right of way line of Crosby Street, a distance of 50.00 feet to the E. right of way line of Washburn Way, said point being the true point of beginning of this description; thence continuing S. 89°52'40" E. 320.00 feet; thence S. 00°22'50" E. 50.00 feet; thence N. 89°52'40" W. 320.00 feet to the easterly right of way line of said Washburn Way; thence N. 00°22'50" W. 50.00 feet to the true point of beginning, containing 0.37 acres, more or less.
SUBJECT TO: Easements and rights of way apparent on the land,

Rel: Dorman Turner
POB 1886
City

STATE OF OREGON; COUNTY OF KLAMATH; ss.
Filed for record at request of DORMAN TURNER
this 3rd day of SEPTEMBER A.D. 1975 at 2:35 o'clock P.M., and
duly recorded in Vol. M 75 of DEEDS on Page 10328

FEE \$18.00

Wm D. MILNE, County Clerk
By Hazel Dray