

A-28957

PARTY WALL AGREEMENT Made this 1st day of May, 1978, between WM. V. MEADE and WM. JACK MEADE, Initial Trustees of Inter Vivos Trust dated September 15, 1976, and LOIS M. BROWNFIELD, or survivor, and FRANCES MARIE MORRIS (hereinafter collectively referred to as "FIRST PARTY") and CITIZENS SAVINGS AND LOAN ASSOCIATION, an Oregon Corporation, (hereinafter collectively referred to as "SECOND PARTY");

W I T N E S S E T H:

The parties recite and declare that:

1. First Party is the owner of the following described real property situate in Klamath County, Oregon, to-wit:

Lot 5, Block 39, "Linkville" .

2. Second Party has purchased by Contract of Sale of even date the following described portion of the above described real property situate in Klamath County, Oregon, to-wit:

A parcel of land situated in Lot 5 Block 39 "Linkville" more particularly described as follows:

Beginning at the most Westerly corner of Lot 5 of said Block 39, thence from said point of beginning S50°50'E along the Southwesterly line of said Lot 5 112.25 feet to a point, thence N39°05'E parallel to the Southeasterly line of said Lot 5 25.09 feet to the center of an existing building wall, thence N50°55'W parallel to the Southwesterly line of said Lot 5 and along the center of said building wall 112.25 feet to a point on the Northwesterly line of said Lot 5, thence S39°05'W along the Northwesterly line of said Lot 5 25.09 feet to the point of beginning.

Together with an easement 3.00 feet in width for purposes of ingress and egress and maintenance purposes more particularly described as follows:

Beginning at a point on the Southwesterly line of said Lot 5, from which the most Westerly corner of Lot 5 bears N50°55'W 112.25 feet, thence from said point of beginning N39°05'E parallel to the Southeasterly line of said Lot 5 25.09 feet, thence S50°55'E parallel to the Southwesterly line of said Lot 5 3.00 feet, thence S39°05'W parallel to the Southeasterly line of said Lot 5 25.09 feet to the Southwesterly line of said Lot 5, thence N50°55'W along the Southwesterly line of said Lot 5 3.00 feet to the point of beginning.

(hereinafter called "Parcel 1").

3. That, after said purchase, First Party will be the owner of the following described real property situate in Klamath County, Oregon, to-wit:

Lot 5, Block 39, "Linkville", less that portion described as follows:

Beginning at the most Westerly corner of Lot 5 of said Block 39, thence from said point of beginning S50°50'E along the Southwesterly line of said Lot 5 112.25 feet to a point, thence N39°05'E parallel to the Southeasterly line of said Lot 5 25.09 feet to the center of an existing building wall, thence N50°55'W parallel to the Southwesterly line of said Lot 5 and along the center of said building wall 112.25 feet to a point on the Northwesterly line of said Lot 5, thence S39°05'W along the Northwesterly line of said Lot 5 25.09 feet to the point of beginning.

Together with an easement 3.00 feet in width for purposes of ingress and egress and maintenance purposes more particularly described as follows:

Beginning at a point on the Southwesterly line of said Lot 5, from which the most Westerly corner of Lot 5 bears N50°55'W 112.25 feet, thence from said point of beginning N39°05'E parallel to the Southeasterly line of said Lot 5 25.09 feet, thence S50°55'E parallel to the Southwesterly line of said Lot 5 3.00 feet, thence S39°05'W parallel to the Southeasterly line of said Lot 5 25.09 feet to the Southwesterly line of said Lot 5, thence N50°55'W along the Southwesterly line of said Lot 5 3.00 feet to the point of beginning.

(hereinafter called "Parcel 2").

4. There is a building on Parcel 1 and a building on Parcel 2. A division wall is constructed between the building on Parcel 1 and the building on Parcel 2 approximately 1.66 feet thick of masonry and concrete construction. The division wall is the East wall of the building on Parcel 1 and the West wall of the building on Parcel 2.

NOW, THEREFORE, in consideration of the full performance by Second Party of the terms, covenants, and provisions of that certain Contract of Sale of real property dated the same date as this Agreement, recorded in Vol. M-78, page 8612, Records of Klamath County, Oregon, and the mutual covenants and provisions set forth herein, the parties agree as follows:

1. Declaration of Party Wall: The above described common wall shall constitute a Party Wall and Second Party shall, from the date of said contract and/or the conveyance to it, as provided in said contract, have the right to use said common wall with First Party.

2. Repair and Rebuilding: Should the party wall at any time while in use by both parties as aforesaid be injured by any cause other than the act or omission of either party, the wall shall be repaired or rebuilt as their joint expense, provided that any sum received from insurance against such injury or destruction shall be first applied to such repair or restoration. Should the party wall be injured by act or omission of either party, the wall shall be repaired or rebuilt at that party's expense.

3. Duration and Effect of Agreement: This agreement shall be perpetual and the covenants herein contained shall run with both parcels of land above described, but the agreement shall not operate to convey to either party the fee to any part of the land owned or to be acquired by the other party, the creation of rights to a party wall being the sole purpose hereof.

4. Entire Agreement: This instrument contains the entire agreement between the parties relating to the party wall rights herein granted and the obligations herein assumed, and any oral representation or modification concerning this instrument shall be of no force and effect.

5. Binding Effect: This Agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective successors, heirs, executors, administrators and assigns.

6. Construction of Agreement: In construing this Agreement, the following shall control:

a. Prepared by Both Parties: This Agreement shall be construed as though prepared by both parties and shall be governed by the laws of the State of Oregon.

8610

b. Singular, Plural and Gender: All words used herein in the singular number shall extend to and include the plural. All words used in the plural number shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

c. Paragraph Headings for Convenience Only: Paragraph headings are for convenience only and shall not be used in construing the covenants, terms and provisions of this Contract.

WITNESSETH, the hands of the parties hereto as of the date first above set forth, the corporate party pursuant to a resolution of its Board of Directors.

VENDOR

PURCHASER

CITIZENS SAVINGS AND LOAN ASSOCIATION

By Paul D. William
President

By Melissa Roemer
Assistant Secretary

(CORPORATE SEAL)

Return to
KCTCo.

Wm V. Meade
Wm V. Meade

Wm. Jack Meade
Wm. Jack Meade

As Initial Trustees of Inter Vivos
Trust dated September 15, 1976.

Lois M. Brownfield
Lois M. Brownfield

Frances Marie Morris
Frances Marie Morris

STATE OF OREGON)
County of Klamath) ss.

On the 1st day of May, 1978, personally appeared the above named WM. V. MEADE, WM. JACK MEADE, and LOIS M. BROWNFIELD and acknowledged the foregoing instrument to be their voluntary act and deed.

(SEAL)

Before me:

[Signature]
Notary Public for Oregon
My commission expires: 8-5-79

8611

GEORGE J. JONES & ZAMSKY, ATTORNEYS AT LAW A PROFESSIONAL CORPORATION, KLAMATH FALLS, OREGON

1 STATE OF ^{Michigan} OREGON)
 2 ^{Eaton}) ss.
 3 County of ~~Klamath~~)
 4

5 On this 15 day of April, 1978, personally appeared FRANCES
 6 MARIE MORRIS and acknowledged the foregoing instrument to be her voluntary
 7 act and deed.
 8

9 Before me:

10
 11
 12 (SEAL)
 13

Michael J. F. Webster
 Notary Public for ~~Oregon~~ ^{Michigan}
 My commission expires: _____

MICHAEL F. F. WEBSTER
 Notary Public for Eaton County, Michigan
 (my commission expires 5/31/82)

24
 25 STATE OF OREGON)
 26) ss.
 27 County of Klamath)
 28

29 On the 1st day of May, 1978, personally appeared PAUL D.
 30 WILLIAMS and MELISSA ROEMER, who, being duly sworn, each for himself
 31 and not one for the other, did say that the former is the president and
 32 that the latter is the assistant secretary of CITIZENS SAVINGS AND LOAN
 33 ASSOCIATION, a corporation, and that the seal affixed to the foregoing
 34 instrument is the corporate seal of said corporation and that said instrument
 35 was signed and sealed in behalf of said corporation by authority of its board
 36 of directors; and each of them acknowledged said instrument to be its voluntary
 37 act and deed.
 38

39 Before me:

40
 41 (SEAL)
 42
 43
 44
 45
 46
 47

Shirley
 Notary Public for Oregon
 My commission expires: 5.79

STATE OF OREGON; COUNTY OF KLAMATH; ss.

for record at request of Klamath County Title Co.

on 1st day of May A. D. 1978 at 3:26 clock P. M., and

fully recorded in Vol. M78, of Deeds on Page 8608

Wm. D. MILNE, County Clerk

By: Michael J. F. Webster

Fee \$12.00

Party Wall Agreement

Page -4-