

1 THIS AGREEMENT made and entered into this 19th day of May, 1978, by and
 2 between DONALD A. DERMINER and HELEN E. DERMINER, husband and wife, hereinafter
 3 called the first party and MURIEL HENDRICKS, hereinafter called the second
 4 party,

5 WITNESSETH:

6 WHEREAS the first party is the owner of a parcel of land described as being
 7 parcel 1, in that agreement dated June 7, 1950, recorded in Vol. 242 at page
 8 246, Deed Records Klamath County, Oregon, and

9 WHEREAS the second party is the owner of the property described as Parcel
 10 2, in said June 7, 1950 agreement, and

11 WHEREAS the first party does desire to replace the building located on the
 12 above-mentioned Parcel 1, and

13 WHEREAS the second party does desire to retain the wall existing between
 14 Parcels 1 and 2, and

15 WHEREAS the parties wish to reach an agreement as to the maintenance of
 16 the existing wall.

17 NOW THEREFOR in consideration of these premises and the payment of an
 18 agreed sum of money by the second party to first party, receipt of which is
 19 hereby acknowledged, it is mutually agreed by and between the parties as
 20 follows:

- 21 1. This agreement shall replace and supersede the June 7, 1950, agree-
 22 ment in so far as it pertains to the wall existing between the above
 23 mentioned parcels of land.
- 24 2. First party hereby grants unto the second party an easement over the
 25 Northwestern portion of Parcel 1, now occupied by the wall existing
 26 between the buildings located on Parcel 1 and Parcel 2 for the pur-
 27 pose of maintaining the present wall at its present location as long
 28 as that wall shall remain in existence. The first party does hereby
 29 sell and convey unto the second party all of their right, title and
 30 interest to and in the existing wall between Parcels 1 and 2.
- 31 3. In the event that the building located on Parcel 2 is ever removed and
 32 replaced, the Northeastly wall of the replacement building shall be
 constructed entirely upon Parcel 2.
- 33 4. The first party shall grant the second party the time and opportunity
 to apply and construct a moisture barrier on the Northeastly wall
 of the building located on Parcel 2 and shall further allow the
 second party the time and opportunity to make all necessary repairs
 to the supporting foundations of the building located on Parcel 2
 as may be necessary.

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WILLIAM L. SISEMORE
 Attorney at Law
 540 Main Street
 KLAMATH FALLS, ORE.
 97601

503/882-7229

5. The first party shall remove the roof and rafters of the building located on Parcel 1 in such manner so as not to disturb or damage the wall existing between Parcels 1 and 2. The first party does hereby covenant and agree to hold the second party harmless and to reimburse the second party for any damages that may be caused to the existing wall between Parcels 1 and 2 as a result of their removal of the building presently located on Parcel 1.
6. The first party shall construct a new building on Parcel 1 in such a manner so that it will not encroach any way upon Parcel 2.
7. The first party shall completely enclose and weatherproof the space between the walls at the top of the new building to be constructed on Parcel 1 and the existing building on Parcel 2.

This agreement shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the year and day first mentioned above.

Donald A. DerMiner

Helen E. DerMiner

First Party

Muriel D. Hendricks

Second Party

STATE OF OREGON)
County of Klamath) SS

Personally appeared the above named Donald A. DerMiner and Helen E. DerMiner, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

May 31, 1978.

Before me:

Wm. D. Milne

Notary Public for Oregon
My Commission Expires: 7-30-81

STATE OF OREGON)
County of Klamath) SS

Personally appeared the above named Muriel Hendricks and acknowledged the foregoing instrument to be her voluntary act and deed.

May 31, 1978

Before me:

Wm. D. Milne

Notary Public for Oregon
My Commission Expires: 7-30-81

Agreement - Page 2
STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 31st day of May A.D., 19 78 at 9:56 o'clock A M., and duly recorded in Vol. 478 of Deeds on Page 11509.

FEE \$6.00

WM. D. MILNE, County Clerk
By Bernice D. Welch Deputy