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PARTY WALL AGREEMENT

THIS AGREEMENT made this 31 day of August, 1978, between ALBERT W. SCHMECK and VADA H. SCHMECK, City of Klamath Falls, County of Klamath, State of Oregon and SAMUEL E. RIFE and ANN J. RIFE, City of Klamath Falls, County of Klamath, State of Oregon.

R E C I T A L S

A. Schmecks are the owners of the premises in the City of Klamath Falls, County of Klamath, State of Oregon, described as:

Lot 16, Block 38, HOT SPRINGS ADDITION, to the City of Klamath Falls, Klamath County, Oregon. (Lot A)

B. Rifes are the owners of the premises in the City of Klamath Falls, County of Klamath, State of Oregon, described as:

Lot 17, Block 38, HOT SPRINGS ADDITION, to the City of Klamath Falls, Klamath County, Oregon. (Lot B)

immediately adjoining Lot A to the West.

C. Garages are located on Lots A and B

D. The East wall of the building located on Lot A and the West wall of the building located on Lot B form a common wall and boundary between Lots A and B.

E. The parties desire to settle all questions related to the ownership and use of such common wall and all differences between them relating to such boundary. For the reasons set forth above, and in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

SECTION ONE: Party Wall Declaration. The wall shall be a party wall, and the parties shall have the right to use it jointly.

SECTION TWO: If it becomes necessary or desirable to repair or rebuild the whole or any part of the wall, the repairing or rebuilding expense shall be borne equally by the parties, or by their heirs and assignees who shall at the time of the repair or the rebuilding be using it in proportion to the extent of their use. Any repairing or rebuilding of the wall shall be on the same location, and of the same size, as the original wall or portion thereof and of the same or similar material of the same quality as that used in the original wall or portion thereof.

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The repair of the wall on either side which does not effect the strength of the wall shall be born by the party who uses said wall.

SECTION THREE: The benefits and obligations of the covenants herein shall run with the land herein described so long as the wall or any extension thereof continues to exist, and shall bind to the respective parties hereto, their heirs, legal representatives, and assigns.

IN WITNESS WHEREOF the parties have executed this agreement the day and year first above written.

Albert W. Schmeck Samuel E Rife  
Vada H. Schmeck Ann J. Rife

STATE OF OREGON )  
 ) ss  
County of Klamath )

Personally appeared the above named ALBERT W. SCHMECK and VADA H. SCHMECK, and acknowledged the foregoing agreement their voluntary act and deed this 31<sup>st</sup> day of August, 1978.

[Signature]  
Notary Public for Oregon  
My Commission expires: 4-15-80

STATE OF OREGON )  
 ) ss  
County of Klamath )

Personally appeared the above named SAMUEL E. RIFE and ANN J. RIFE, and acknowledged the foregoing agreement their voluntary act and deed this 31 day of August, 1978.

[Signature]  
Notary Public for Oregon  
My Commission expires: 4-15-80

Return to  
Cass A. Bailey  
540 Main  
Y.F.O.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 2<sup>th</sup> day of September A.D., 1978 at 9:03 o'clock A M., and duly recorded in Vol. 178 of Deeds on Page 19699.

FEE \$6.00

WM. D. MILNE, County Clerk

By [Signature]

Deputy