

85033

## PARTY WALL AGREEMENT

Vol. m88 Page 3258

AGREEMENT made this 7<sup>TH</sup> day of March, 1988, between FRANK J. BRODERICK and CAROL J. BRODERICK, husband and wife (hereinafter referred to as "Brodericks"), of Klamath Falls, County of Klamath, State of Oregon and ROBERT R. HENDERSON and MATTHEW L. HURLEY of Klamath Falls, County of Klamath, State of Oregon.

## R E C I T A L S

1) The Brodericks are the owners of the premises in the City of Klamath Falls, County of Klamath, State of Oregon, described as:

A parcel of land being a portion of Lot 7 in Block 40 of the Supplementary Plat of Linkville, now City of Klamath Falls, Oregon, more particularly described as follows:

Beginning at a point on the Northwestern line of said Lot 7 which bears S. 38°46'33" W. a distance of 28.54 feet from the most Northerly corner of said Lot 7; thence along the center of an existing wall, S. 51°21'08" E. a distance of 119.95 feet to a point on the Southeasterly line of said Lot 7; thence N. 38°46'33" E. along said line a distance of 28.36 feet, more or less, to the most Easterly corner of said Lot 7; thence Northwesterly along the line between Lots 7 and 8, said Block 40, a distance of 119.95 feet to Southeasterly line of Main Street; thence S. 38°46'33" W. along said line a distance of 28.54 feet to the point of beginning.

hereinafter referred to as "Parcel A."

2) Robert R. Henderson and Matthew L. Hurley are the owners of the premises in the City of Klamath Falls, County of Klamath, State of Oregon, described as:

A parcel of land in portions of Lots 6 and 7, Block 40, as shown and recorded on the Supplementary Plat of Linkville, Klamath Falls, Oregon, more particularly described as follows:

Commencing at the westerly corner of Block 40, said corner being at the right of way intersection of Main and Eighth Streets, thence running along Main Street, North 38°46'33" East 117.09 feet to the point of beginning; thence continuing along Main Street North 38°46'33" East 49.37 feet; thence along a line which centers an existing wall, South 51°21'08" East 119.95 feet; thence along the half-block line, South 38°46'33" West 49.63 feet; thence along a line that centers an existing wall, North 51°13'38" West 119.95 feet to the point of beginning.

Immediately adjoining Parcel A to the West and hereafter called "Parcel B."

3) A brick store building is located on Parcel A and a brick office building is located on Parcel B.

4) The west wall of the building located on Parcel A and the east wall of the building located on Parcel B form a common wall and boundary between the Parcels A and B.

5) The parties desire to settle all questions relating 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:

1) PARTY WALL DECLARATION: The wall shall be a party wall, and the parties shall have the right to use it jointly.

2) REPAIRING OR REBUILDING. 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 assigns who shall at the time of the repair or 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 of the original wall or portion thereof and of the same or similar material of the same quality of that used in the original wall or portion thereof.

4) BINDING EFFECT. 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 the respective hereto, their heirs, legal representatives and assigns.

IN WITNESS WHEREOF the parties have executed this Agreement at Klamath Falls, Oregon, the day and year first above written.

Frank J. Broderick  
FRANK J. BRODERICK

Carol J. Broderick  
CAROL J. BRODERICK

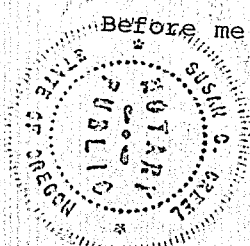
Robert R. Henderson  
ROBERT R. HENDERSON

Matthew L. Hurley  
MATTHEW L. HURLEY

STATE OF OREGON, County of Klamath ) ss.

Personally appeared the above-named FRANK J. BRODERICK and CAROL J. BRODERICK and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me this 2<sup>TH</sup> day of March, 1988.



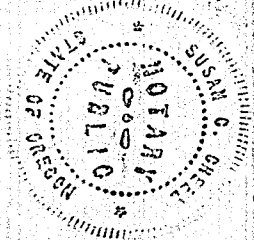
Susan C. Creel  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 6-21-88

3261

STATE OF OREGON, County of Klamath ) ss.

Personally appeared the above-named ROBERT R. HENDERSON  
and MATTHEW L. HURLEY and acknowledged the foregoing instrument  
to be their voluntary act and deed.

Before me this 8<sup>TH</sup> day of March, 1988.



*Susan G. Creel*  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 6-21-88

*After recording return to:  
KCTC*

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Company the 8th day  
of March A.D., 19 88 at 3:19 o'clock P M., and duly recorded in Vol. M88  
of Deeds on Page 3258.

FEE \$20.00

Evelyn Biehn, County Clerk  
By *Pam Smith*