



GARRETT ENGINEERING

Wolf Reservation: March 18, 1929, John M. Beckerman
to Francis W. Rucker, Vol 113 pp. 209, D.R.G.C.

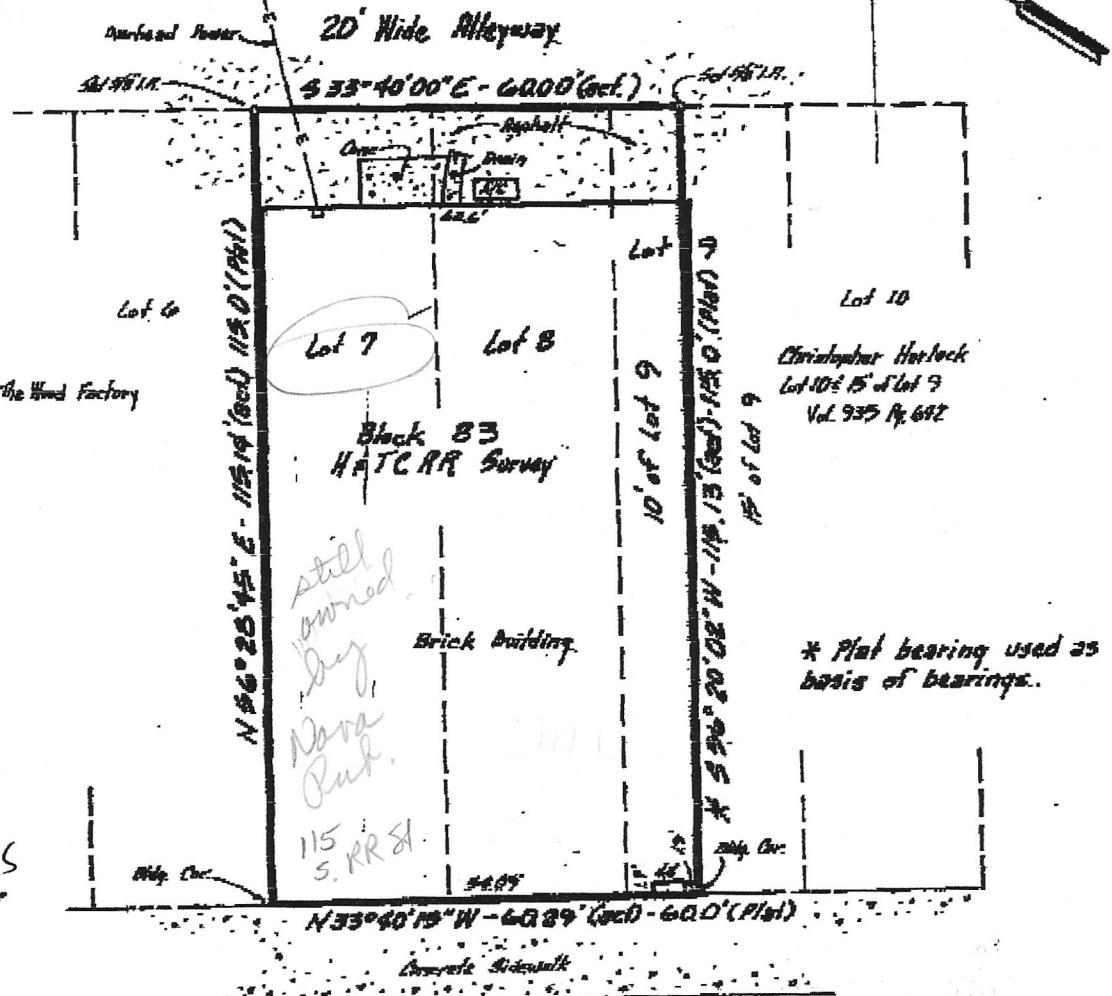
Wall Contract: December 19, 1934, John M. Schermann
and H.H. Gudger, et al., Vol. 105 R. 50, D.R.Q.C.

Agreement: September 19, 1941, Mrs. Watts Brown
and George T. Spears, Vol 224 p. 596, Real Property
Records, Grimes Co., Texas.

Party Wall Agreement: March 20, 1995, Whitten & Son, Inc.
and Dean Arnold and wife Kathy Arnold d/b/a The Wood
Factory, Vol. 779 Pg. 348, Real Property Records Grimes
Co. Texas.

This survey was prepared with
the help of Guaranty Title Co.;
title commitment G.F. No. 01-103...

Age: 1° = 20°



Avin
SPBAC (Approved)

115 RAILROAD STREET

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Being lot 7, 8, and a 10' strip of lot 9, Block 83, of the H&TC RR Survey of the City of Navasota, Grimes County, according to the official map or plat recorded in Volume D , page 777, Deed Records of Grimes County, Texas. I, Donald D. Garrett, Registered Professional Land Surveyor, No. 2972 do hereby certify that the above plat is true and correct and agrees with a survey made on the ground under my supervision January 19, 2001. I further certify that no improvements on this property encroach on adjacent property nor do any improvements on adjacent property encroach on this property, except as shown.

VOL 779 PAGE 348 PARTY WALL AGREEMENT

133271

WHITTEN & SON, INC. ("First Party"), whose mailing address is P.O. Box 751, Navasota, Texas 77868, and DEAN ARNOLD and wife, KATHY ARNOLD, d/b/a THE WOOD FACTORY ("Second Party"), whose mailing address is 111 Railroad Street, Navasota, Texas 77868, enter into this Party Wall Agreement on the basis of the following facts and understandings:

R E C I T A L S:

1. First Party owns certain property ("Property A") that is described as follows: Lot Seven (7), Block Eighty-three (83), H & TC RR Survey, City of Navasota, Grimes County, Texas.
2. Second Party owns certain other property ("Property B") adjoining Property A on its North boundary. Property B is described as follows: Lot Six (6), Block Eighty-three (83), H & TC RR Survey, City of Navasota, Grimes County, Texas.
3. Both parties recognize that the buildings situated on the above described tracts of land are joined by a Party Wall existing along the boundary line between Lots 6 and 7, Block 83, H & TC RR Survey, City of Navasota, Grimes County, Texas.

A G R E E M E N T:

The parties agree, for good and valuable consideration and the mutual and reciprocal grants and agreements made herein as follows:

1. The parties shall each have the full right to use the Party Wall for purposes of structural support and enclosure for the buildings situated on Property A and Property B and that neither party will cause or permit damage to said wall.
2. If it becomes necessary to repair or rebuild the wall as constructed, the cost of repairing or rebuilding those portions of the wall used by both parties, at the time of repair, shall be borne by both parties equally.
3. If the Party Wall is totally or partially destroyed by fire or cause, either of the parties shall have the right to reconstruct the wall at that party's own expense, if that party alone intends to continue the use of the Party Wall, or at the equal expense of both parties if both parties intend to continue the use of the Party Wall.
4. The duration of this Agreement shall be perpetual.