

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT made and entered into this 4 day of MAR. ~~February~~, 1975, by and between FLOYD WILKES and BEATRICE G. WILKES, husband and wife, hereinafter referred to as "First Parties", and, MIKE PETROFF and BLANCHE PETROFF, husband and wife, hereinafter referred to as "Second Parties",

WITNESSETH:

WHEREAS, there has been recorded in the deed records of Klamath County, Oregon, an agreement dated April 11, 1939, between Geo. E. Marshall and Estelle Marshall and First Parties pertaining to a hot water well, which agreement, in part, covered the respective rights and duties of the then parties as well as future owners of the respective parcels of property referred to therein, and

WHEREAS, the parties hereto desire to modify said agreement in the following particulars only,

NOW, THEREFORE, for and in consideration of the respective covenants of the parties herein provided, it is mutually agreed as follows:

1. That First Parties shall have the right to continue to take water from said hot water well for heating and domestic hot water purposes until such time as their present heating system is changed over to electric, which the parties hereto contemplate will be within forty-five days from the date hereof.
2. That after said heating system is so changed to electric, First Parties shall be relieved of further expense regarding the repair and/or maintenance of said hot water well, casing, drain and pump until such time as they shall again use said well and pump for heating purposes as is hereinafter provided.
3. That First Parties shall have the right to re-connect and use hot water for general heating purposes from said well at any future time, provided that upon so doing they shall thereupon be responsible for the general use of said well, including all up-keep and repair expense to the well, casing, drain and pump in proportion to their respective use of said well, casing, drain and pump.

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4. Notwithstanding anything hereinabove to the contrary, it is specifically understood and agreed that First Parties shall have the right to continue to take hot water from said well for domestic hot water purposes, at no expense and that hot water purposes does not include general heating of First Parties' improvements.

5. That in all other respects said original agreement dated April 11, 1939, shall remain unchanged except as modified hereby.

6. That this agreement shall bind the legal representatives, heirs and assigns of the parties hereto and each covenant mentioned herein shall run with the land and shall be binding upon all future owners of the real property set forth in said original agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands the date first hereinabove set forth.

FIRST PARTIES Floyd E. Wilkes
Floyd E. Wilkes
Beatrice C. Wilkes
Beatrice C. Wilkes

SECOND PARTIES: Mike Petroff
Mike Petroff
Blanche Petroff
Blanche Petroff

STATE OF OREGON)
COUNTY OF KLAMATH) ss.

February 4, 1975

Personally appeared the within named FLOYD E. WILKES and BEATRICE C. WILKES, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME:

Clara L. Lewis
Notary Public for Oregon
My Commission expires: 1/22/76

STATE OF OREGON)
COUNTY OF KLAMATH) ss.

February 4, 1975

Personally appeared the within named MIKE PETROFF and BLANCHE PETROFF, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME:

Clara L. Lewis
Notary Public for Oregon
My Commission expires: 1/22/76

Wm. D. Milne
538 Main
City

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of P K PUCKETT

this 6th day of MARCH A. D., 1975 at 3:10 o'clock P.M., and duly recorded in Vol. M 75 of DEEDS on Page 2611

FEE \$ 4.00

WM. D. MILNE, County Clerk
By Hazel Drayton Deputy