

46324

HOT WATER WELL AGREEMENT

THIS AGREEMENT, made and entered into by and between RICHARD P. SUMNER and MARCIA R. SUMNER, husband and wife, hereinafter called First Parties; WILLIAM R. DODGE and NANCY E. DODGE, husband and wife, hereinafter called Second Parties; and STEVEN B. PRESLAR and JUDY PRESLAR, husband and wife, hereinafter called Third Parties,

W I T N E S S E T H:

WHEREAS, First Parties are currently the owners of Lots 7, 8, 15 and 16, Block 40, Hillside Addition to the City of Klamath Falls, Klamath County, Oregon; and

WHEREAS, First Parties have agreed to sell to the Second Parties the following-described portion thereof:

The Northerly 70.01 feet of Lots 15 and 16, and the Southerly one-half of the Westerly 10 feet of Lot 15, Block 40, Hillside Addition: and

WHEREAS, First Parties have agreed to sell to Third Parties the Southerly 80.01 feet of Lots 15 and 16, Block 40, Hillside Addition, saving and excepting therefrom the Southerly one-half of the Westerly 10 feet of Lot 15, Block 40, Hillside Addition; and

WHEREAS, there is currently a hot water well located on the Northwest corner of Lot 15; and

WHEREAS, the parties desire to enter into an agreement for the use and maintenance of said well for the mutual benefit of Lots 7, 8, 15 and 16, Block 40, Hillside Addition to the City of Klamath Falls, Klamath County, Oregon;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, subject to the conditions hereinafter set forth, the First Parties do hereby grant, sell and convey unto Second Parties an undivided one-quarter interest in the said well, casing and coil, and the First Parties do hereby grant, sell and convey unto Third Parties an undivided one-quarter interest in and to said well, casing and coil, and grant an easement on, in and over a strip of land one-foot wide, the center line of said strip beginning at the said well and extending in a Southeasterly direction to the lot which the First Parties have agreed to sell to the Third Parties, so as

1 to permit Third Parties to lay and construct pipe for the purpose of conducting  
2 hot water to their residence, together with the right of ingress and egress for  
3 purposes of maintaining the pipe, well and heating system over and across the  
4 property which First Parties have agreed to sell to Second Parties.

5 It is mutually understood and agreed by the parties to this agreement that  
6 First Parties shall have a one-half interest in said well; Second Parties shall  
7 have a one-quarter interest in said well; and Third Parties shall have a one-  
8 quarter interest in said well.

9 It is further understood and agreed that the First Parties anticipate selling  
10 the Southerly 70 feet of Lots 7 and 8, Block 40, Hillside Addition to the City  
11 of Klamath Falls, Klamath County, Oregon; that with the sale they shall convey  
12 a one-quarter interest in the said well to the purchaser thereof.

13 It is mutually agreed by and between the parties to this agreement that said  
14 well shall be used to provide domestic heat for not more than four homes to be  
15 located on the above-mentioned property. The primary purpose for such heat  
16 shall be to provide the domestic heat. If there is sufficient heat available  
17 the secondary purpose for the hot water shall be to heat hot water to be used  
18 in the four homes, and if there is sufficient heat in the well to provide domes-  
19 tic heat and to heat necessary hot water then the well may be used for other  
20 purposes, including but not limited to heating of sidewalks, swimming pools and  
21 other uses.

22 First Parties do hereby warrant and guarantee that the afore-mentioned well  
23 shall provide full domestic heat for the four homes, not to exceed 4,000 square  
24 feet each, to be located on the above-mentioned property for a period of five  
25 years from the date of this agreement. In the event that the well should fail  
26 to provide adequate domestic heat for the four homes, the First Parties shall  
27 have the option:

- 28 1. Drilling and providing a new well, together with all coils, casings,  
29 pipes and valves needed therefor; or  
30 2. Paying to the Second Parties and to the Third Parties the sum of  
31 \$3,500.00 each.

32 Each party shall, at their own expense, pay the costs of connecting their

Hot Water Well Agreement - Page 2.

1 heating systems to the valve installed at the head of said well, including all  
2 pipes, fittings, and laying and installation of same.

3 Each of the parties covenant and agree for themselves, their assigns and  
4 assigns, as owners of the property above-described that they shall each pay their  
5 proportionate share of the costs of operation, maintenance, repair and replace-  
6 ment of said well and the coils, pipes and valves located therein.

7 This Agreement shall be for the use and benefit of the property above-  
8 described and shall be deemed to be appurtenant to said property.

9 In Witness Whereof, the parties have executed this agreement this 21st day of  
10 March, 1978.

11 Richard P. Sumner  
12 Richard P. Sumner

13 Marcia R. Sumner  
14 Marcia R. Sumner  
15 First Parties

William R. Dodge  
William R. Dodge

Nancy E. Dodge  
Nancy E. Dodge  
Second Parties

Steven B. Preslar  
Steven B. Preslar

Judy Preslar  
Judy Preslar  
Third Parties

18 STATE OF OREGON )  
19 County of Klamath ) SS

20 On this 14 day of April, 1978, personally appeared the above-named  
21 Richard P. Sumner and Marcia R. Sumner, husband and wife, and acknowledged the  
22 foregoing instrument to be their voluntary act and deed.

23 (SEAL)  
24 My Commission Expires: 4-5-82

[Signature]  
Notary Public for Oregon

25  
26 STATE OF OREGON )  
27 County of Klamath ) SS

28 On this 4 day of April, 1978, personally appeared the above-named  
29 William R. Dodge and Nancy E. Dodge, husband and wife, and acknowledged the  
30 foregoing instrument to be their voluntary act and deed.

31 (SEAL)  
32 My Commission Expires: 4-5-82

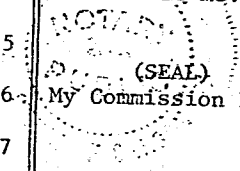
[Signature]  
Notary Public for Oregon

7287

1 STATE OF OREGON )  
County of Klamath ) SS

2 On this 7th day of April, 1978, personally appeared the above-named  
3 Steven B. Preslar and Judy Preslar, husband and wife, and acknowledged the  
4 foregoing instrument to be their voluntary act and deed.

Before me:



*[Signature]*

Notary Public for Oregon

5  
6 My Commission Expires: 4-5-82

10 STATE OF OREGON; COUNTY OF KLAMATH; ss.  
11 led for record at request of Transamerica Title Co.  
12 14th day of April A. D. 19 78 at 3:28 P. M., and  
13 duly recorded in Vol. M78, of Deeds on Page 7284  
14 Wm D. MILNE, County Clerk  
By *[Signature]*  
15 Fee \$12.00

30 Hot Water Well Agreement - Page 4.

31 Return To:  
32 Richard Sumner  
1042 Downside  
Klamath Falls, Oregon