

"Exhibit A"

1 THIS AGREEMENT, made this 15th day of April, 1975, by and between R. L.
2 HESSIG and JEAN HESSIG, husband and wife, First Parties, and FRANK D. ROLLINS
3 and DIANE ROLLINS, husband and wife, Second Parties,

4 W I T N E S S E T H:

5 1.

6 WHEREAS, by virtue of a warranty deed of this date, First Parties have con-
7 veyed to Second Parties the following described real property, to-wit:

8 Lot 13 in Block 8 in SECOND HOT SPRINGS ADDITION to and within the
9 corporate limits of the City of Klamath Falls, as per plat and dedica-
10 tion filed September 16, 1907, in the plat records of Klamath County,
11 Oregon, excepting from said lot that portion thereof heretofore de-
12 scribed as follows: Beginning at a point 74 feet 6 inches East from
13 the Southwest corner of said Block 8, running thence North a distance
14 of 70 feet; thence East a distance of 6 inches; thence South a distance
15 of 70 feet to the Southeast corner of said Lot 13, Block 8, thence
16 West a distance of 6 inches to the place of beginning.
17 Together With a one-half interest in and to a cement block wall 12
18 inches in width and 13 feet high and 43 feet in length, also a one-
19 half interest in and to the foundation now on the above-described
20 premises, said interest consisting of 6 inches in width and 70 feet
21 in length and being a part of the foundation on which said cement wall
22 now stands, known as #1411 Main Street, Klamath Falls, Oregon. Being
23 the same premises conveyed to The Union Central Life Insurance Company
24 by deed from Oliver L. Williams and Lulu M. Williams, dated August 27,
25 1934, recorded in Book 103, page 594 of the Deed Records of Klamath
26 County, Oregon;

27 2:

28 WHEREAS, First Parties are the owners of the following described real prop-
29 erty:

30 South 50 feet of Lot 8, 9, 10 of Block 8, Second
31 Hot Springs Addition to the City of Klamath Falls,
32 Oregon,

33 which said property is adjoining the property described in recital 1 above and
34 this date conveyed by First Parties to Second Parties.

35 3.

36 WHEREAS, both parcels of real property above described have been and now
37 are served by a hot water well located on the premises above-described in
38 recital 1 and conveyed by First Parties to Second Parties this date.

39 4.

40 WHEREAS, hot water is pumped for heating purposes from the said well and
41 delivered and circulated through heating systems of buildings located on both
42 of the premises afore-described.

43 GANONG, BERSEN
44 & SISEMORE
45 ATTORNEYS AT LAW
46 538 MAIN STREET
47 KLAMATH FALLS, ORE.
48 97601

80 MAY 9 AM 8 32

5.

1
2 WHEREAS, the hot water provided to the building located upon the premises
3 owned by First Parties and described in recital 2 above is conducted thereto
4 through an underground pipe leading from the said well.

6.

5
6 WHEREAS, the parties desire to enter into an agreement for the joint use,
7 operation, maintenance, repair and improvement of the said well and the joint
8 use, operation, maintenance, repair, improvement and replacement of the well
9 casing, pump and pipe system appurtenant thereto.

10 NOW THEREFORE, in consideration of the premises and Ten Dollars and other
11 valuable consideration each paid to the other, the parties do hereby covenant
12 and agree by and between themselves as follows:

13 1. The First Parties reserve, and Second Parties grant to the First Parties,
14 their heirs, grantees and assigns, the right to an undivided one-half interest
15 in and to the said hot water well, and the right to draw one-half the water
16 therefrom, situated on the premises described in recital 1 above, for the use
17 and benefit of the property adjoining thereto as described in recital 2 above,
18 together with the perpetual right and easement, including the right of ingress
19 and egress, upon the premises described in recital 1 above, to use, operate,
20 maintain, repair, improve and replace the well casing, pump and pipe utilized
21 in the drawing of hot water from the said well and delivering it to the premises
22 owned by First Parties as described in recital 2 above.

23 2. The parties shall share equally the cost of using, operating, maintain-
24 ing, repairing and improving the well, as well as the cost of using, operating,
25 maintaining, repairing, improving and replacing the well casing therein and the
26 pump drawing water therefrom; however, each of the parties shall be solely re-
27 sponsible for their respective heating systems and that portion of the pipe sys-
28 tem which conveys hot water solely thereto.

29 3. Either party may abandon their interest in and use of the well, and
30 thereupon be relieved of the necessity of contributing to the cost thereof; how-
31 ever, once the party has abandoned their interest in the well it may not be
32 revived without the written consent of the other. Abandonment of an interest

1 in the well obviating the obligations of contribution shall be accomplished by
2 a party by their severing their individual system coupled with their giving
3 written notice of their intent to abandon to the other party.

4 4. In the event that any owner of either of said parcels of land shall at
5 any time hereafter institute any suit, action or proceeding to enforce any of
6 the covenants or agreements herein contained and/or for damages for the breach
7 of the same, the courts, including appellate courts, may award the prevailing
8 party in such a suit, action or proceeding such sum as it may adjudge reasonable
9 for said prevailing party's attorney's fees therein, in addition to the costs
10 and disbursements provided by law.

11 5. This agreement shall bind and inure to the benefit of the parties herein,
12 their respective heirs, grantees and assigns; and further, this agreement shall
13 bind and inure to the benefit of each of said parcels of land and be appurtenant
14 thereto and run therewith.

15 IN WITNESS WHEREOF, the parties have executed this agreement the day and
16 year first herein written.

17 R. L. Hessig
18 R. L. Hessig
19 Jean Hessig
20 Jean Hessig
21 FIRST PARTIES

22 Frank D. Rollins
23 Frank D. Rollins
24 Diane Rollins
25 SECOND PARTIES

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

May 2, 1975

27 Personally appeared the above named R. L. Hessig and Jean Hessig, husband
28 and wife, and Frank D. Rollins and Diane Rollins, husband and wife, and ack-
29 nowledged the foregoing instrument to be their voluntary act and deed.
30 Before me:

[Signature]
Notary Public for Oregon

30
31
32

July 16, 1978

OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of R. L. Hessig
this 9th day of May A. D. 1980 at 8:32 o'clock A. M. or
July recorded in Vol. 180, of Deeds on Page 8542

GANDERS, GORDON & GISEMORE
ATTORNEYS AT LAW
535 MAIN STREET
KLAMATH FALLS, ORE.
97601

Agreement - Page 3.

Re Hessie
410 Antier

Fee \$10.50

Wm D. Milne, County Clerk