

This Indenture Witnesseth, THAT R. L. HESSIG and JEAN HESSIG, husband and wife,

hereinafter known as grantors, for the consideration hereinafter stated have bargained and sold, and by these presents do grant, bargain, sell and convey unto

FRANK D. ROLLINS and DIANE ROLLINS,

husband and wife, grantees, the following described premises, situated in Klamath County, Oregon, to-wit:

Lot 13 in Block 8 in SECOND HOT SPRINGS ADDITION to and within the corporate limits of the City of Klamath Falls, as per plat and dedication filed September 16, 1907, in the plat records of Klamath County, Oregon, excepting from said lot that portion thereof heretofore described as follows: Beginning at a point 74 feet 6 inches East from the Southwest corner of said Block 8, running thence North a distance of 70 feet; thence East a distance of 6 inches; thence South a distance of 70 feet to the Southeast corner of said Lot 13, Block 8, thence West a distance of 6 inches to the place of beginning.

Together With a one-half interest in and to a cement block wall 12 inches in width and 13 feet high and 43 feet in length, also a one-half interest in and to the foundation now on the above-described premises, said interest consisting of 6 inches in width and 70 feet in length and being a part of the foundation on which said cement wall now stands, known as #1411 Main Street, Klamath Falls, Oregon. Being the same premises conveyed to The Union Central Life Insurance Company by deed from Oliver L. Williams and Lulu M. Williams, dated August 27, 1934, recorded in Book 103, page 594 of the Deed Records of Klamath County, Oregon.

Subject to: Conditions, covenants, reservations, restrictions, easements, servitudes and rights of way of record and those apparent on the land, if any; and in addition thereto grantors reserve the right to an undivided one-half interest in and to the hot water well, and the right to draw one-half of the water therefrom, situated on the premises conveyed under this instrument, for the use and benefit of the adjoining property described as follows: South 50 feet of Lots 8, 9, 10 of Block 8, Second Hot Springs Addition to the City of Klamath Falls, Oregon, which reservation grantees hereby grant, and which reservation is more fully described in the Agreement therefor, attached hereto, marked "Exhibit A" and by this reference incorporated herein.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$12,500.00. However, the actual consideration includes other property which is part of the consideration. (Strike out the above when not applicable)

TO HAVE AND TO HOLD the said premises with their appurtenances unto the said grantees as an estate by the entirety. And the said grantors do hereby covenant, to and with the said grantees, and their assigns, that they are the owners in fee simple of said premises; that they are free from all incumbrances, except those above set forth, and that they will warrant and defend the same from all lawful claims whatsoever, except those above set forth.

IN WITNESS WHEREOF, they have hereunto set their hands and seals this 15th day of April, 1975.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF OREGON, County of Klamath) ss. May 8, 1975
Personally appeared the above named R. L. Hessig and Jean Hessig, husband and wife,

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Notary Public for Oregon.
My commission expires July 16, 1978

After recording return to:

STATE OF OREGON,

County of

ss.

Until a change is requested, all tax statements shall be sent to the following name and address:

Frank D. and Diane Rollins

5441 Bartlett 2260 Skene Way

Klamath Falls, Oregon 97601

I certify that the within instrument was received for record on the day of 1975, at o'clock M., and recorded in book said County. on page Record of Deeds of

Witness my hand and seal of County affixed.

County Clerk-Recorder

By

Deputy

From the Office of
GANONG & SISEMORE
538 Main Street
Klamath Falls, Oregon 97601

"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,

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

3 3.

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

4 4.

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

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

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

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

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

2. The parties shall share equally the cost of using, operating, maintaining, repairing and improving the well, as well as the cost of using, operating, maintaining, repairing, improving and replacing the well casing therein and the pump drawing water therefrom; however, each of the parties shall be solely responsible for their respective heating systems and that portion of the pipe system which conveys hot water solely thereto.

3. Either party may abandon their interest in and use of the well, and thereupon be relieved of the necessity of contributing to the cost thereof; however, once the party has abandoned their interest in the well it may not be 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
18 R. L. Hessig
R. L. Hessig

19 Jean Hessig
Jean Hessig

FIRST PARTIES

21 Frank D. Rollins
Frank D. Rollins

22 Diane Rollins
Diane Rollins

23 SECOND PARTIES

24
25 STATE OF OREGON)
26 County of Klamath) SS

May 8, 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..

Before me:

30 [Signature]
Notary Public for Oregon

31 (SEAL)
My Commission Expires:

July 16, 1978

GANONG, OGDEN
& SISEMORE

Agreement - Page 3.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 13th day of
May A.D., 19 80 at 11:48 o'clock A M., and duly recorded in Vol. M80,
of Deeds on Page 8754.

FEE \$14.00

WM. D. MILNE, County Clerk

By [Signature] Deputy