

HOT WATER WELL AGREEMENT

THIS AGREEMENT made this 23rd day of July, 1981, between WILLIAM N. DEETS and FRANCES M. DEETS, husband and wife, DARREL L. GRABENSTEIN and MARY E. GRABENSTEIN, husband and wife, ROGER RIVENES and DELLANE RIVENES, husband and wife, and JEFFERY T. BICKFORD,

W I T N E S S E T H:

WHEREAS, individual ownerships are as follows:

WILLIAM N. DEETS and FRANCES M. DEETS  
Lot 1, Block 29

DARREL LYNN GRABENSTEIN and MARY ELIZABETH GRABENSTEIN  
East 90 feet of Lot 6, Block 30

ROGER RIVENES and DELLANE RIVENES  
Lot 7, Block 29

JEFFERY T. BICKFORD  
Lot 3, Block 29

All in Hot Springs Addition to the City of  
Klamath Falls, Klamath County, Oregon.

WHEREAS, the parties desire to locate a hot water well on the East 90 feet of Lot 6, Block 30, Hot Springs Addition to the City of Klamath Falls, Oregon to provide for heating of the dwellings of the respective premises without priority among each other.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. DARREL L. GRABENSTEIN and MARY E. GRABENSTEIN, husband and wife, grant to the parties hereto:

- (a) The right to drill, install, use and maintain a hot water well including casing, downhole heat exchanger, pump and necessary accessories;
- (b) Easement for a well pad of 15' x 20' and ingress and egress thereto to construct and maintain said well;
- (c) An undivided interest in said hot water well;

on their premises for the purpose of providing heating for the benefit of the herebefore described premises.

2. The parties hereby grant each other necessary easements across their premises for the construction and maintenance of a distribution system to and from the well-head to the respective premises, together with the right of ingress and egress to construct and maintain the same, conditioned upon restoring the premises to its original condition.

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*Ret:*  
PROCTOR, PUCKETT & FAIRCLO  
ATTORNEYS AT LAW  
280 MAIN STREET  
KLAMATH FALLS, OREGON 97601

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3. The parties hereto will share equally in:

- (a) Costs of construction, maintaining and operating the hot water well including casing, drilling, heat exchanger, pump and necessary accessories;
- (b) Constructing and maintaining the respective distribution system from the well-head to the dwellings on the respective premises.

4. Each party shall be responsible for converting, installing and maintaining a heating system within their respective dwellings.

5. Any party may withdraw from the Agreement if the well when initially drilled has not produced an acceptable heat source at a depth of 300 feet, or deeper, by paying their respective share of the cost incurred including close down costs.

6. Withdrawal of the rights and obligations of the respective premises or the inclusion of additional premises shall be effective only upon written consent of all parties to this Agreement and upon such terms that are mutually agreeable.

7. This agreement shall run with the land and be binding upon the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.

William N. Deets  
William N. Deets

Darrel L. Grabenstein  
Darrel L. Grabenstein

Roger Rivenes  
Roger Rivenes

Frances M. Deets  
Frances M. Deets

Mary E. Grabenstein  
Mary E. Grabenstein

Dellane Rivenes  
Dellane Rivenes

Jeffery T. Bickford  
Jeffery T. Bickford

STATE OF OREGON     ]  
                                  ] ss.  
County of Klamath ]

Personally appeared the above-named WILLIAM N. DEETS and FRANCES M. DEETS, husband and wife, and acknowledged the foregoing instrument to be their voluntary act.

Before me:

Notary Public for Oregon

My Comm. expires: 9-17-82

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PROCTOR, PUCKETT & FAIRCLO  
ATTORNEYS AT LAW  
280 MAIN STREET  
KLAMATH FALLS, OREGON 97601

17301

STATE OF OREGON ]  
County of Klamath ] ss.

July 24, 1981

Personally appeared the above-named DARREL L. GRABENSTEIN  
and MARY E. GRABENSTEIN, husband and wife and acknowledged the  
foregoing instrument to be their voluntary act.

Before me:

[Signature]  
Notary Public for Oregon

My Comm. expires: 9-17-82

STATE OF OREGON ]  
County of Klamath ] ss.

July 24, 1981

Personally appeared the above-named ROGER RIVENES  
and DELLANE REVENES, husband and wife and acknowledged the  
foregoing instrument to be their voluntary act.

Before me:

[Signature]  
Notary Public for Oregon

My Comm. expires: 9-17-82

STATE OF OREGON ]  
County of Klamath ]

July 24, 1981

Personally appeared the above-named \_\_\_\_\_  
JEFFERY T. BICKFORD and acknowledged the  
foregoing instrument to be his voluntary act.

Before me:

[Signature]  
Notary Public for Oregon

My Comm. expires: 9-17-82

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record ~~at request of~~

this 29th day of Sept. A.D. 1981 at 11:29 A.M. and

duly recorded in Vol. M-81 of Deeds on page 17299

By [Signature] EVELYN BIEHN, Coun.  
[Signature]

Fee \$12.00

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PROCTOR, PUCKETT & FAIRCLO  
ATTORNEYS AT LAW  
280 MAIN STREET  
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