

15313

HOT WATER WELL AGREEMENT

THIS AGREEMENT, made and entered this 2nd ^{September} ~~August~~, 1982,
by and between RALPH R. THEXTON and IRENE V. THEXTON, husband and wife,
herein called first parties, and WILFRED A. JOHNSON and JIMMIE L. JOHNSON,
husband and wife, and RICHARD L. HAFAR and JULIE J. HAFAR, husband and
wife, herein called the second party,

W I T N E S S E T H:

WHEREAS, the first parties are the owners of a parcel of land
described as follows:

All that portion of Lot 15, in block 42, of Hot Springs
Addition to the City of Klamath Falls, described as
follows: Beginning at a point which is on the north-
easterly line of the Alameda, south 54°52' East 48.7
ft. from the extreme southeast corner of lot 14, of
said block and addition; thence southeast along the
Northeast line of the Alameda on the arc of the 3°55'
curve 48.7 ft.; Thence
Northeast perpendicular to the said Northeast line
of the Alameda and to the tangent to the said curve
at the point 75.2 ft. Northwest and parallel with the
Alameda 46.05 ft.; Thence Southwest along the Southeast
line of that property deeded to A.J. Cole and Emma M.
Cole, On June 18, 1926, to the point of beginning.
Containing one unfinished duplex

WHEREAS, the second parties are the owners of an adjacent and
adjoining parcel of land described as follows:

Beginning at a point on the Northeasterly line of
Alameda Street, which point is 97.4 feet in a South-
easterly direction along the arc of a 3°55' curve to
the left (said curve being the said Northeasterly line
of Alameda Street) from the most Southeasterly corner
of Lot 14, Block 42, HOT SPRING ADDITION TO THE CITY
OF KLAMATH FALLS, OREGON, and running thence continuing
along the said 3°55' curve to the left a distance of
40 feet, more or less, to its intersection with the
Northerly line of Williams Addition to the City of
Klamath Falls, Oregon; thence along said Northerly line
of Williams Addition, South 89°20' East a distance of
7.67 feet, more or less, to a point; thence North 31°
51' East (along what would be a radial line to the
above mentioned 3°55' curve if same had been extended
48.7 feet from the above point of beginning) a distance
of 69.8 feet to a point; thence in a Northwesterly

direction a distance of 46 feet, more or less, to a point on the Southeasterly line of the property deeded to Cecil Humphrey, May 26, 1928, in Volume 83, page 312, Deed Records of Klamath County, Oregon; thence in a South-westerly direction along said Humphrey property 75 feet to the point of beginning, said tract being a portion of Lot 15, Block 42, Hot Springs Addition to the City of Klamath Falls, Oregon.

ALSO that tract of land more particularly described as follows:

Beginning at the most Northwesterly corner of Block 1A, WILLIAMS ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, and running thence South 89°20' East along the North line of said Block 1A, a distance of 7.67 feet to a point; thence South 31°51' West a distance of 3.06 feet to a point on the Northeasterly line of Alameda Street; thence North 66°05' West along the Northeasterly line of Alameda Street 6.63 feet, more or less, to the point of beginning, said tract being a portion of Block 1A, Williams Addition to the City of Klamath Falls, in the County of Klamath, State of Oregon.

WHEREAS, there is on the above-mentioned parcel of land of first parties a hot water well.

WHEREAS, the parties desire to enter into an agreement for the use of said hot water well for heating and hot water purposes of the premises of the parties.

NOW, THEREFORE, it is hereby understood and agreed by and between the parties that the first party hereto agree and do grant to the second party, a right to take water from said well and to use the same in and upon the premises described herein for a period of 99 years commencing ~~August~~ **September** 2, 1982; provided however, that said use and right to take water from said well shall be conditioned upon the annual payment in advance by the second parties to the first parties the sum of \$100.00 per year, beginning ~~August~~ **September** 2, 1982, the receipt of the sum of \$100.00 for the payment of ~~August~~ **September** 2, 1982, is hereby acknowledged by the first parties, and a continuing like payment the 2nd day of ~~August~~ **September**, each and every year thereafter for so long as water shall be taken from said well by the second parties.

In addition to said annual payments the second parties, their successors and assigns, agree to bear one-half of all necessary and

reasonable expense connected with the maintenance of the well including the well pump pipes and the second parties agree to maintain their own pipe lines running to and on their property at their own expense; the second parties agree that when connecting their pipes to the well of the first parties that they will utilize a four way hookup with valves, so that in event of any breakdown of the system of one party, the other party's residence supply of hot water will not be interrupted. The cost of connecting pipes from the well of the first party to the premises of the second party shall be borne by the second parties; further second parties agree that all pipes will be laid in a trench covered by steel plating; the first parties have no liability for the heating costs of the premises of the second parties.

The first parties hereby grants to second parties, their heirs, successors and assigns an easement for the use of said well and for access to pipes and maintenance.

This agreement and easement is binding upon and inures to the benefit of the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first herein written.

FIRST PARTIES:

Ralph R. Thexton
RALPH R. THEXTON

Irene V. Thexton
IRENE V. THEXTON

SECOND PARTIES:

Wilfred A. Johnson
WILFRED A. JOHNSON

Jimmie L. Johnson
JIMMIE L. JOHNSON

Richard L. Hafar
RICHARD L. HAFAR

Julie J. Hafar
JULIE J. HAFAR

STATE OF OREGON)
) ss.
County of Klamath)

~~August~~ **September 2**, 1982

Personally appeared the above-named RALPH R. THEXTON and
IRENE V. THEXTON, and acknowledged the foregoing instrument to be their
voluntary act and deed.

Before me:

Elin Dale Fritz
NOTARY PUBLIC FOR OREGON
My Commission Expires: **5-17-85**

STATE OF OREGON)
) ss.
County of Klamath)

~~August~~ **Sept 7**, 1982

Personally appeared the above-named WILFRED A. JOHNSON and
JIMMIE A. JOHNSON, and acknowledged the foregoing instrument to be their
voluntary act and deed.

Before me:

W. A. Hart
NOTARY PUBLIC FOR OREGON
My Commission Expires: **11-24-85**

STATE OF OREGON)
) ss.
County of Klamath)

~~August~~ **September 2**, 1982

Personally appeared the above-named RICHARD L. HAFAR and
JULIE J. HAFAR, and acknowledged the foregoing instrument to be their
voluntary act and deed.

Before me:

Elin Dale Fritz
NOTARY PUBLIC FOR OREGON
My Commission Expires: **5-17-85**

After recording return to:
Ralph R. Thexton
235 N. Alameda
Klamath Falls OR 97601

-4-HOT WATER WELL AGREEMENT

State of OREGON: COUNTY OF KLAMATH: ss.

I hereby certify that the within instrument was received and filed for record on the

8 day of Sept A.D., 1982 at 8:47 o'clock A M., and duly recorded in

Vol M82 of Deeds on page 11817.

Fee \$ 16.00

EVELYN BIEHN
COUNTY CLERK
By *Jane McQuinn* deputy