

HOT WATER WELL AGREEMENT

THIS AGREEMENT made this 14th day of February, 1983, between STEVE G. ECCLES and MARSHA L. ECCLES, husband and wife, and ROBERT KINGZETT and WENDY B. KINGZETT, husband and wife.

W I T N E S S E T H :

WHEREAS, individual ownerships are as follows:

STEVE G. ECCLES and MARSHA L. ECCLES
Lot 10

ROBERT KINGZETT and WENDY B. KINGZETT
Lot 11

Both in Block 36, Hot Springs Addition to the City of Klamath Falls, Klamath County, Oregon.

WHEREAS, the parties desire to locate a hot water well on Lot 10, Block 36 Hot Springs Addition to the City of Klamath Falls, Oregon to provide for heating of the dwellings of the respective premises without priority between each other.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Steve Eccles and Marsha Eccles, husband and wife, grant to the other party 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 10" X 10", 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. However, each party accepts responsibility for restoring any of their improvements added after the system is operational which may be affected by maintenance of the system.

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, electrical service, permits and legal fees;
 - 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. Either party may withdraw from the Agreement if the well when initially drilled has not produced an acceptable heat source for both parties at a depth of 400 feet, by paying their respective share of the cost incurred including close down costs.
6. Except as herebefore provided, withdrawal of the rights and obligations of the respective premises or the inclusion of additional premises shall be effective only upon written consent of both parties to this agreement and upon such terms that are mutually agreeable.
7. It is acknowledged by both parties hereto that the hot water well is without priority between the premises as it relates to the heating of the dwellings and other existing uses. All other uses must be approved in writing by both parties.
8. This agreement shall run with the land, be binding upon the heirs, successors and assigns of the parties hereto.

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

Steve G. Eccles
Steve G. Eccles

Marsha Eccles
Marsha Eccles

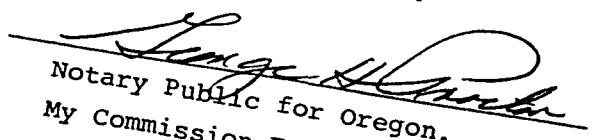
Robert Kingzett
Robert Kingzett

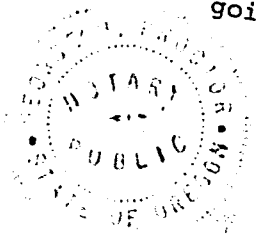
Wendy B. Kingzett
Wendy B. Kingzett

i. 2626

STATE OF OREGON,)
County of Klamath. (ss.
Personally appeared the above-named Feb 16, 1983.
MARSHA L. ECCLES, husband and wife, and acknowledged the fore-
going instrument to be their voluntary act and deed.

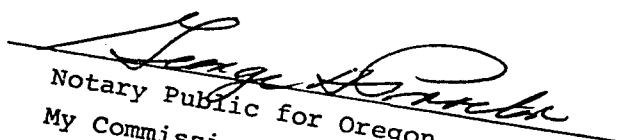
Before me:

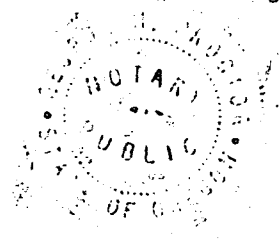

Notary Public for Oregon.
My Commission Expires: 9-17-86



STATE OF OREGON,)
County of Klamath. (ss.
Personally appeared the above-named Feb 15, 1983.
WENDY B. KINGZETT, husband and wife, and acknowledged the fore-
going instrument to be their voluntary act and deed.

Before me:


Notary Public for Oregon.
My Commission Expires: 9-17-86



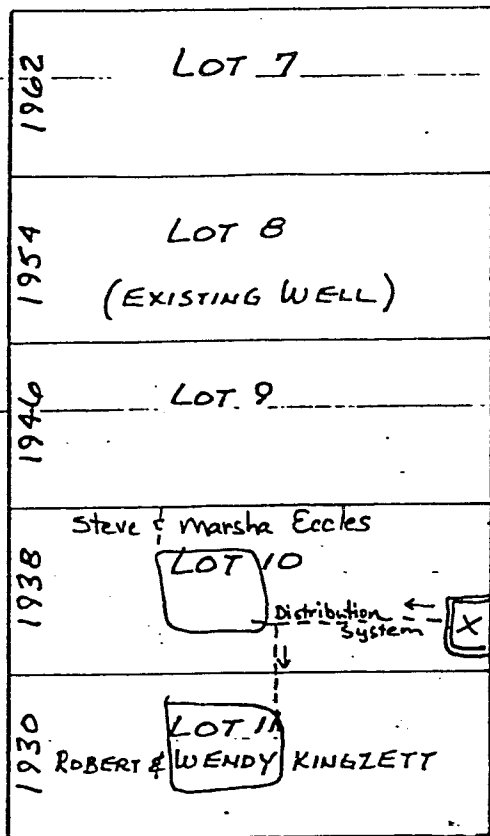
Hot Water Well
Agreement, Page 3.

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

BLOCK 36

2627

MANZANITA STREET



STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record .

is 18 day of Feb. A.D. 19 83 at 11:48 o'clock A.M. and
duly recorded in Vol. M83, of Deeds on page 2624

Fee \$16.00

EV LYN B. EHN, County

By Joyce McQuinn

1" = 50'