

74643

Well Agreement Vol. 197 Page 8389

This agreement, dated this 15 day of January, 1987,
between Bradley Dale Burda and Christine Ann Burda, husband and wife,
Everett R. Bell and Debra L. Bell, husband and wife, and Richard Dale
Anderson and Donna Marie Anderson, husband and wife, hereinafter
referred to as the "parties";

WITNESSETH

Whereas, these parties own the following described real property:
Bradley Dale Burda, Christine Ann Burda, the East 20 feet of Lot 13 in Block
37, HOT SPRINGS ADDITION to the city of Klamath Falls, according to the
official plat thereof on file in the office of the County Clerk of Klamath
County, Oregon also known as 1944 Portland Street, Klamath Falls, Oregon;
Everett R. Bell, Debra L. Bell, the Westerly 80 feet of Lot 13 in Block 37,
HOT SPRINGS ADDITION to the city of Klamath Falls, according to the official
plat thereof on file in the office of the County Clerk of Klamath County,
Oregon also known as 855 North Eldorado Street Klamath Falls, Oregon;
Richard Dale Anderson, Donna Marie Anderson, Lot 14 in Block 37, HOT
SPRINGS ADDITION to the city of Klamath Falls, according to the official plat
thereof on file in the office of the County Clerk of Klamath County, Oregon
also known as 845 North Eldorado Street Klamath Falls, Oregon

Whereas, these parties have agreed to have a hot water well drilled on
the property described as 1944 Portland Street, Klamath Falls, Oregon, for
the mutual benefit of all of these parties in order to heat their respective
dwellings thereon; and

Now, therefore, it is hereby mutually agreed by and between these parties
that they will share equally in the cost of drilling and constructing said well
and any pump house in connection therewith and the installation of the
distribution system from the well to their respective homes.

These parties further agree to equally share in the maintenance costs of the
well, casing, down hole loop, and the supply lines running from the well to
the dwelling houses along with any other repair necessary for the
maintenance of this system.

Each of the parties will be solely responsible for the maintenance of the
heating systems within their respective homes.

It is further understood and agreed that each of these parties does
hereby grant unto the remainder of these parties a perpetual easement
forever in the ground under which the supply line runs from the well to the
homes of these parties supplying the hot water coming from said well.

This easement and the above maintenance covenants shall run with the land
and shall be binding upon the heirs, successors, and assigns of each of
these parties and these parties further agree that in the event any
maintenance should become necessary or that said line needs to be
excavated that they hereby consent to the excavating upon their respective
lands for the purpose of said excavating and repairing.

107 MAY 15 1987

These parties agree to share equally in the expense for the electrical service supplying the pump and power supply of the well.

These parties further agree that in the event any one of them, at a later date, desire to sell an interest in this well to another party, not a party to this agreement, that before said person shall be authorized to enter into a sale of interest in the well, that a majority of these parties must first consent in writing to any such sale and, unless a majority is first had, no sale to another party, not a member of this agreement, may be made.

These parties further agree that in the event any one of them, at a later date, desire to heat rooms other than their dwelling houses and domestic hot water, that before such additions may be made, a majority of these parties must first consent in writing to any such addition. It is further agreed that once said addition is made it will not be operated if it is found by a majority of these parties to be a detriment to the heating of the dwelling houses and domestic hot water of all parties of this agreement.

Bradley Dale Burns
Bradley Dale Burns

Christine Ann Burns
Christine Ann Burns

Robert R. Ball
Robert R. Ball

Edith L. Ball
Edith L. Ball

Richard Dale Anderson
Richard Dale Anderson

Bonnie Marie Anderson
Bonnie Marie Anderson

at Richard Dale Anderson
115 Second
Edmond Oklahoma
1967

Witnessed and sworn to before me this 1st day of January, 1967

Robert R. Kautz
Notary Public for Oklahoma

My commission expires 12/31/69

STATE OF OKLAHOMA, COUNTY OF KLAMATH

Filed for record at request of _____
at _____ on _____ 1967, and this instrument is filed _____
at _____ of _____