

EASEMENT

WHEREAS, CHARLES F. FOULON and JOAN C. FOULON, husband and wife, herein called "Foulons", are the owners of the following-described real property, situated in Klamath County, Oregon, to-wit:

Lot 23, Block 12, HILLSIDE ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon,

and

WHEREAS, RICHARD A. POPE and DORIS L. POPE, husband and wife, herein called "Popes", are the owners of the following-described real property, situated in Klamath County, Oregon, to-wit:

Lot 24, Block 12, HILLSIDE ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon,

and

WHEREAS, the parties hereto executed an agreement for reciprocal easements under date of May 28, 1955, and

WHEREAS, the parties hereto desire to terminate the easement agreement of May 28, 1955, and enter into a new agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, it is agreed as follows:

1. That certain easement agreement dated May 28, 1955, recorded June 10, 1955, in Volume 275, Page 117, deed records of Klamath County, Oregon, is hereby terminated.

2. Foulons hereby grant, sell and convey to Popes an easement for the perpetual use of the land upon which and in which is now constructed and dug a certain hot water well on the line common to the lots described above, and Popes hereby grant, sell and convey to Foulons an easement for the perpetual use of the land upon which and in which is now constructed and dug a certain hot water well on the line common to the lots described above.

3. The easements herein granted are limited for the purpose of providing hot water for heating a single family dwelling unit on each parcel hereinabove described.

4. All reasonable costs, charges and expenses incurred for repairing, maintaining or replacing the well and equipment therein shall be borne equally between the parties.

5. Each party shall be responsible for maintenance, repair and replacement of all facilities for distributing hot water from the well site to the residence on each party's separate lot.

6. In the event either party shall fail or refuse, upon demand, to pay their respective share of any cost of repair, maintenance or replacement of the well and the equipment therein, such party's right to use the water from said well shall terminate without affecting the right of continued use of said well by the non-defaulting party.

7. The benefits and burdens of this easement agreement shall run with the title to the parcels of land hereinabove described and shall continue as to each parcel so long as said well is used by the owner of each parcel for the uses hereinabove stated and upon the terms herein provided.

8. This agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, assigns and personal representatives.

IN WITNESS WHEREOF, the parties hereto have caused this easement to be executed this 16th day of June, 1988.

Richard A. Pope
Doris L. Pope
Charles F. Heelan
Joan C. Goulson

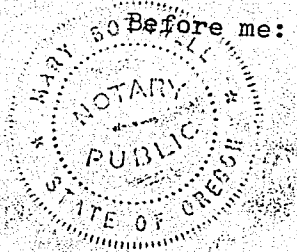
STATE OF OREGON

County of KLAMATH

ss. June 20, 1988

Personally appeared the above-named RICHARD A. POPE and DORIS L. POPE, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

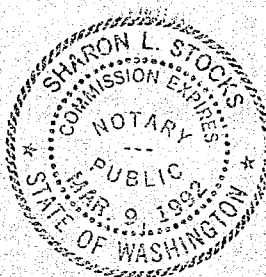


Mary So.
 NOTARY PUBLIC FOR OREGON
 My commission expires 8/26/89

STATE OF Washington }
 County of King } ss. June 16, 1988

Personally appeared the above-named CHARLES F. FOULON and JOAN C. FOULON, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:



Sharon L. Stocks
 NOTARY PUBLIC FOR Washington
 My commission expires 3-9-92

After recording, return to:
 H. F. SMITH
 540 Main Street
 Klamath Falls, Oregon 97601

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of H. F. Smith the 21 day
 of June A.D., 19 88 at 2:58 o'clock P. M., and duly recorded in Vol. M88
 of Deeds on Page 9564.

FEE \$18.00

Evelyn Biehn, County Clerk

By Danise Mullendare

ck
 18.00