

HTC #24001-DN

HOT WATER WELL AGREEMENT

THIS AGREEMENT, made and entered this 2nd ^{September} day of ~~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. HAFER and JULIE J. HAFER, husband and wife, herein called the second party,

WITNESSETH:

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, (in 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 Southeastly 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 Northwestern corner of Block 1A, WILLIAMS ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, and running thence South $89^{\circ}20'$ East along the North line of said Block 1A, a distance of 7.67 feet to a point; thence South $31^{\circ}51'$ West a distance of 3.05 feet to a point on the Northeastly line of Alameda Street; thence North $66^{\circ}05'$ West along the Northeastly 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 ~~September~~ ^{September} ~~August~~ 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~~ ², 1982, the receipt of the sum of \$100.00 for the payment of ~~August~~ ^{September} ~~2~~ ², 1982, is hereby acknowledged by the first parties, and a continuing like payment the ~~2nd~~ ^{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 A. THEXTON

Irene V. Thexton
IRENE V. THEXTON

SECOND PARTIES:

Wilfred A. Johnson
WILFRED A. JOHNSON

Jimmie L. Johnson
JIMMIE L. JOHNSON

Richard L. Hafer
RICHARD L. HAFER

Julie J. Hafer
JULIE J. HAFER

19914

STATE OF OREGON)
) ss.
County of Klamath)

~~September~~
August 31, 1982

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

Before me:

Evelyn Biehn
NOTARY PUBLIC FOR OREGON
My Commission Expires: 5-12-85

STATE OF OREGON)
) ss.
County of Klamath)

~~Sept~~
August 7, 1982

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

Before me:

[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: 11-24-85

STATE OF OREGON)
) ss.
County of Klamath)

~~September~~
August 6, 1982

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

Before me:

Evelyn Biehn
NOTARY PUBLIC FOR OREGON
My Commission Expires: 5-12-85

After recording return to:
Wilfred & Jimmie Johnson
3697 Madison
Klamath Falls, OR 97603

STATE OF OREGON, ss.
County of Klamath

Filed for record at request of:

Mountain Title Co.
on this 2nd day of Oct. A.D. 19 80
at 2:33 o'clock P.M. and duly recorded
in Vol. M90 of Deeds Page 19911
Evelyn Biehn County Clerk
By *Rauline Mueland*
Deputy.

4-HOT WATER WELL AGREEMENT

Fee, \$43.00