

## HOT WATER WELL AGREEMENT

THIS AGREEMENT is made as of the 2<sup>nd</sup> day of January 1991  
~~1990~~ by and between RONALD H. SWISHER and PAMELA A. SWISHER,  
husband and wife, hereinafter called Ron and Pam, and HORTON E.  
SWISHER and LAVERRA H. SWISHER, husband and wife, as TRUSTEES OF  
THE SWISHER FAMILY 1988 TRUST, hereinafter called The Trust.

## WITNESSETH:

1.

Ron and Pam own the following described real property,  
to-wit:

The Easterly 80 feet of Lots 1 and 2  
Block 48, Hillside Addition  
to City of Klamath Falls, Oregon.

2.

The Trust owns the following described real property, to-wit:

The Westerly 70 feet of Lots 1 and 2,  
Block 48, Hillside Addition to the City  
of Klamath Falls, Oregon.

3.

The Trust owns a hot-water well located on its property and  
near the boundary line with Ron's and Pam's property. Said  
hot-water well furnishes hot water for heating and domestic uses  
to a duplex located on the Trust's property and for a single  
family residence located on Ron's and Pam's property.

4.

In consideration for the sale by Ron and Pam to the Trust of  
the real property described in paragraph (2) above, the Trust

91 JAN 17 AM 10 39

hereby sells and assigns to Ron and Pam an undivided one-half interest in said hot-water well.

5.

Further, the Trust, does hereby give and grant to Ron and Pam, their heirs, grantees, and assigns, an easement for ingress and egress for the purpose of maintaining, repairing and replacing the hot-water coils, which serve both properties and the pipes which serve Ron's and Pam's property.

6.

It is mutually covenanted and agreed by all of the parties hereto on behalf of themselves and their respective heirs, grantees and assigns as follows:

A. Ron and Pam, their heirs, grantees and assigns, shall be solely responsible for the maintenance, repair and replacement of the pipes which service their said property and shall repair or pay for, at their sole expense, any damage done to the Trust's said premises in such maintenance, repair and replacement, and shall pay 50 percent of all future costs of maintenance, repair, replacement and improvement of the hot-water well casing, coil and other elements which serve both parcels of property.

B. The Trust, grantees and assigns, shall be solely responsible for the maintenance, repair and replacement of the pipes which service its said property and shall repair or pay for, at its sole expense, any damage done to Ron's and Pam's said premises in such maintenance, repair and replacement, and shall pay 50 percent of all future costs of maintenance, repair,

replacement and improvement of the hot-water well casing, coil and other elements which serve both parcels of property.

C. Ron's and Pam's interest in the hot-water well is limited to supplying heat and domestic hot water to their single-family residence. The Trust's use of the well is limited to supplying heat and domestic hot water to the duplex located on the Trust's property.

D. In the event that any repair or replacement of the well casing or the coil is required, the parties expressly agree to cooperate fully in allowing said repair or replacement to be made just as soon as the necessary equipment, equipment operator and supplies can be obtained to make such repair or replacement. The parties further agree to pay for or to arrange for the payment of their respective share of the costs of said repair or replacement as soon as is reasonably possible.

E. In the event that any owner of either of said parcels of land shall at any time hereafter institute any suit, action or proceeding to enforce any of the covenants or agreements herein contained and/or for damages for the breach of the same that the Courts, including Appellate Courts shall award the prevailing party in such a suit, action or proceeding such sums as it may adjudge reasonable for said prevailing party's attorney's fees therein, in addition to the costs and disbursements provided by law.

7.

This Agreement shall bind and inure to each of said parcels of land and be appurtenant thereto and run therewith.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first herein written.

SWISHER FAMILY 1988 TRUST

Horton E. Swisher  
By: Horton E. Swisher, Trustee

Ronald H. Swisher  
Ronald H. Swisher

Laverra H. Swisher  
By: Laverra H. Swisher, Trustee

Pamela A. Swisher  
Pamela A. Swisher

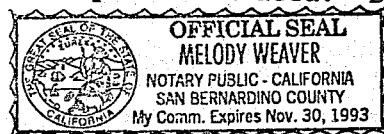
STATE OF CALIFORNIA)

County of San Bernardino ) SS

Jan 2, 1991

Personally appeared the above named Horton E. Swisher and Laverra H. Swisher, husband and wife, as Trustees of the Swisher Family 1988 Trust, and acknowledged the foregoing instrument to be their voluntary act and deed. BEFORE ME:

(SEAL)



Melody Weaver  
Notary Public for California

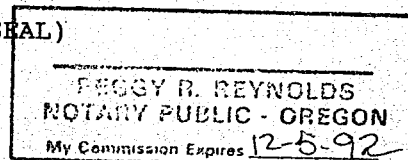
STATE OF OREGON ) SS

County of Klamath)

December 27, 1990

Personally appeared the above named Ronald H. Swisher and Pamela A. Swisher, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. BEFORE ME:

(SEAL)



Peggy R. Reynolds  
Notary Public for Oregon

Return: Pamela A. Swisher  
327 Mesa St.  
Klamath Falls, Or. 97601

HOT WATER WELL AGREEMENT - Page 4

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Pamela A. Swisher the 17th day of Jan. A.D., 19 91 at 10:39 o'clock A M., and duly recorded in Vol. M91 of Deeds on Page 1129.

FEE \$43.00

Evelyn Biehn County Clerk  
By Queen Muldare