

76684

mtc 32118-JW  
 AGREEMENT  
 \* \* \* \* \*

Vol. 1994 Page 6086

THIS AGREEMENT dated January 2, 1980, between JAMES H. PATTON and MARGIE G. PATTON, husband and wife, hereinafter called PATTON, VICTOR SANTANGELO and MARIE SANTANGELO, husband and wife, hereinafter called SANTANGELO, GARY JAMES NASETH and DIANE MARIE NASETH, husband and wife, hereinafter called NASETH, and WAYNE HORTON, hereinafter called HORTON;

W I T N E S S E T H :

Pattons own the following described real property, to wit:

Lots 7 and 8 in Block 34 of Second Addition to the City of Klamath Falls.

WHEREIN, a well presently sits on the line between Lots 8 and 9 in Block 34 of Second Addition to the City of Klamath Falls.

SANTANGELO owns the following described real property, to-wit:

Lots 9 and 10 in Block 34 of Second Addition to the City of Klamath Falls,

on which the well sits on a line between Lots 8 and 9 in Block 34 of Second Addition to the City of Klamath Falls.

NASETH owns the following described real property, to-wit:

Lots 11 and 12 in Block 34 of Second Addition to the City of Klamath Falls.

HORTON owns the following described real property, to-wit:

Lots 13, 14, 15 and 16 in Block 34 of Second Addition to the City of Klamath Falls.

WHEREAS, the above named parties desire to use said water from the hot water well that presently sits on the line between Lots 8 and 9 in Block 34 of Second 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, for the purpose of heating the dwellings on their respective real property.

NOW, THEREFORE, it is hereby mutually agreed by and between the parties JAMES H. PATTON and MARGIE G. PATTON, husband and wife, VICTOR SANTANGELO and MARIE SANTANGELO, husband and wife, GARY JAMES NASETH and DIANE MARIE NASETH, husband and wife, and WAYNE HORTON,

AGREEMENT  
 Page -1-

Return:  
 Santangelo  
 2047 30X Worthy Ave.  
 San Jose, CA 95124

that they shall have a perpetual easement, right, and privilege onto and across the real property wherein the well presently sits on the line between Lots 8 and 9 in Block 34 of Second Addition to the City of Klamath Falls, for the purpose of heating and furnishing domestic hot water for use in their residences which have been constructed upon their said real property, as set forth above, together with the right of ingress and egress for the purpose of maintaining, repairing and replacing said pump, casing and storage tank in said well and the pipes connecting said pump with their residences on the following terms and conditions which are declared of the essence of this Agreement.

It is further understood and agreed by and between the parties hereto that their heirs, grantees, and assigns shall share equally in all future costs of maintenance, repair, replacement and improvement of said hot water well, pump, casing, and storage tank, costs to be paid by the parties involved within 60 days from the date costs are incurred.

It is further agreed that each party shall, at their own expense, pay the costs of connecting their heating system to the valve installed in said well, including all pipes and fittings and laying and installation of the same.

The parties agree that at all times herein, all parties of interest shall have the like use of said well and the pump, casing, storage tank, pipe and valve therein for the heating of their dwelling, house and garage.

The parties agree that the water and electricity used to service the dwelling set forth herein shall be paid equally by the parties to WAYNE HORTON.

It is further agreed by and between the parties hereto that in the event any of the above named parties desire to disconnect their service from said well that they shall have the right to do so and shall thereafter be released from this agreement and any ownership of said well. In the event said party or parties desire to desolve said agreement it shall be by written agreement between the parties hereto.

IT IS MUTUALLY COVENANTED AND AGREED by all of the parties herein on behalf of themselves and their respective heirs, grantees and assigns that 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, may award the prevailing party in such a suit, action or proceeding such sums as it may adjudge reasonable for said prevailing parties' attorney's fees therein, in addition to the costs and disbursements provided by law.

It is understood and agreed between the parties hereto that this agreement be recorded in the Deed Records of Klamath County, Oregon, and does run with the land. In the event either of said parties hereto shall sell or assign or otherwise transfer their interest in said land, that this agreement continue in force and bind said land to this obligation and any said assignee or transferee shall be likewise bound by this agreement to fully perform it.

This agreement shall bind and inure to each of said parcels of land and be appurtenant thereto and run therewith, and be binding upon the heirs, administrators, personal representatives, and assigns of all parties.

IN WITNESS WHEREOF, the parties have executed this agreement this \_\_\_\_ day of December, 1979.

James H. Patton  
JAMES H. PATTON

Victor Santangelo  
VICTOR SANTANGELO

Gary James Naseth  
GARY JAMES NASETH

Margie G. Patton  
MARGIE G. PATTON

Marie Santangelo  
MARIE SANTANGELO

Diane Marie Naseth  
DIANE MARIE NASETH

Wayne Horton  
WAYNE HORTON

STATE OF OREGON )  
 ) ss.  
County of Klamath )

Shirley Y. Horton

Personally appeared the above-named JAMES H. PATTON, MARGIE G. PATTON, ~~VICTOR SANTANGELO~~, MARIE SANTANGELO, ~~GARY JAMES NASETH~~, ~~DIANE MARIE NASETH~~, and WAYNE HORTON, and acknowledged the foregoing instrument to be their voluntary act and deed on this 15 day of January 1980  
~~XXXXXXXX, 1979x~~

STATE OF OREGON, ss.  
County of Klamath

Filed for record at request of:

Mountain Title co  
on this 24th day of Feb A.D., 19 94  
at 3:02 o'clock P M. and duly recorded  
in Vol. M94 of Deeds Page 6086  
Evelyn Biehn County Clerk  
By Dorine Mullenbaker  
Deputy.

Fee, \$40.00

[Signature]  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 8-5-83