

ATC # 05045294
HOT WATER WELL AGREEMENTThis agreement is made between ^{CLG}CAROLE L. GOODING and ^{SRJ}STEVE R. GOODING
~~Carole L. Gooding Trustee of the~~~~CAROLE L. GOODING and STEVE R. GOODING~~
~~Carole L. Gooding Living Trust~~ at 507-513 N. Eldorado - Lot 16, Blk, 40, and

Carole L. Gooding Trustee of the Carole L. Gooding Living Trust at

1901-1909 Auburn - Lot 17, Blk, 40, hereinafter ^{GOODING}~~Carole L. Gooding Living Trust~~ ^{CLG SRJ}

RECITALS

- ^{GOODING}
-
- 1.
- ~~Carole L. Gooding Living Trust~~
- ^{CLG SRJ}
- at 507-513 N. Eldorado - Lot 16, Blk. 40,

Hot Springs Addition to the City of Klamath Falls, Klamath County, State of
Oregon, hereinafter described as Exhibit 'A'.

- ^{GOODING}
-
- 2.
- ~~Carole L. Gooding Living Trust~~
- ^{CLG SRJ}
- at 1901-1909 Auburn - Lot 17, Blk. 40,

Hot Springs Addition to the City of Klamath Falls, Klamath County, State of
Oregon, hereinafter described as Exhibit 'B'.

3. This Agreement is to satisfy a requirement by Klamath 1st Federal in order
to obtain a loan to purchase Exhibit 'A' and Exhibit 'B'.

4. A hot water well is located on Exhibit 'A', which has been and is now a
geothermal heat source for the dwellings and other improvements described herein
on Exhibit 'A' and on Exhibit 'B'.

WHEREFORE the Trust mutually agrees as follows:

A. Each have an undivided one-half interest in and to the hot water well situated

on Exhibit 'A' together with the perpetual right, easement and privilege to connect with said well an underground line from said well to the dwellings constructed on their respective lot (s). Exhibit 'A' to Exhibit 'B' the right of ingress and egress to the well on Exhibit 'A', for the purpose of maintaining, servicing, and repairing said well and maintaining, servicing, and repairing the distribution system from the well-head to the before mentioned Exhibit 'A' and Exhibit 'B'.

B. All costs, electricity, repair, maintenance, and servicing of the hot water well including - but not limited to - the casing, down hole heat exchanger, pumps, and necessary accessories, shall be shared equally. Supervision of the repair, maintenance, and servicing of the well shall be by agreement by all parties hereto, or their representatives, heirs, successors, or assigns.

C. Each property shall be responsible for the repair, maintenance, and servicing of the distribution system from the well-head to their respective dwelling houses.

D. This Agreement shall run with the land and be binding upon the heirs, successors, and assigns of the parties hereto. Their heirs, successors, or assigns, shall not convey, transfer, grant, or sell a part or portion of their undivided one-half interest in the well or the easements granted by this document to other third parties without the written consent of the others.

E. It is agreed that the present use of the system supplies heat to the living area and the domestic hot water to each unit of Exhibit 'A' and Exhibit 'B'. It is agreed to consider the impact of normal use and the impact of addition to their heat system on the heat availability to the others. To the extent that normal use of the geothermal heat system by one party causes a reduction in heat available to another party, the parties agree to modify the controls of the system so that heat available is equally distributed. To the extent that geothermal heat from the system is used to heat improvements other than those described in the paragraph above, (e.g. driveways, swimming pools, walk-ways, etc.) including any additions to the current dwelling houses, there must be an agreement by all parties to this Agreement or their representatives, heirs, successors, or assigns. Furthermore, any such additions to the system shall either draw upon the return line to the well and/or be designed in such a way that there remains sufficient capacity in the well to heat the improvements described in the paragraph above. If additions to the system are agreed upon, care must be taken to minimize the impact of loss of heat to the other parties. If after the installation of an addition to the system, the addition causes an unacceptable loss of heat to the other parties, the additions will be discontinued and the system returned to its configuration before the addition was made.

F. This document contains the complete agreement between the parties and may not be modified except by written agreement signed by all parties or their representatives, heirs, successors, or assigns.

G. This Agreement shall be effective as to each party upon affixing their signature hereto.

H. This Agreement shall be recorded in the Deed Records of Klamath County, Oregon.

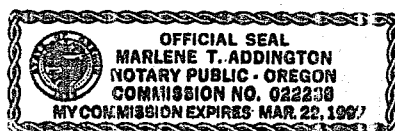
Carole L. Gooding
Carole L. Gooding

10-7-96
Date

State of Oregon)
)
County of Klamath) SS.

Steve R. Gooding
STEVE R. GOODING

Personally appeared the above-named Carole L. Gooding and acknowledged the foregoing instrument to be her voluntary act. *& Steve R. Gooding*
Before me this 7th day of October, 1996. *ma N.P.*



Marlene T. Addington
Notary Public for Oregon
My commission expires: 3-22-97

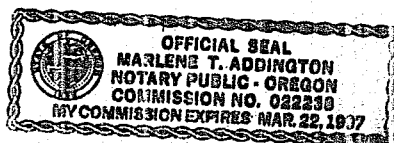
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Marlene T. Addington
Notary Public for Oregon
My commission expires: 3-22-97

EXHIBIT 'A'

Lot 16, Block 40, 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

EXHIBIT 'B'

Lot 17, Block 40, 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.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Return: KFF

Filed for record at request of Aspen Title & Escrow the 8th day
of October A.D., 1996 at 11:30 o'clock A. M., and duly recorded in Vol. M96,
of Deeds on Page 31892.

FEE \$40.00

Bernetha G. Letsch

County Clerk

By Kathleen Ross