

After Recording Return to:

KAZUYA OR ILENE UYESUGI
974 Willow St., San Jose CA 95125

TERMINATION OF EASEMENT

“AGREEMENT ABANDONING RIGHTS TO HOT WATER WELL”

File: SL 170387265

This agreement relates to that:

Hot Water Well Agreement, including the terms and provisions thereof, Dated: September 2, 1982

Recorded: October 2, 1990

Instrument No.: M90, page 19911

Between: Ralph R. Thexton and Irene V. Thexton, husband and wife

And: Wilfred A. Johnson and Jimmie L. Johnson, husband and wife and Richard L. Hafer and Julie J. Hafer, husband and wife

Amended by instrument, Recorded: October 2, 1990 Volume: M90, page 19915

And effected the following described property:

Beginning at a point on the Northeasterly line of Alameda Street, which point is 97.4 feet in a Southeasterly 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 SPRINGS 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 Southeasterly 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 Southwesterly 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

102414

Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

ALSO that tract of land more particularly described as follows: Beginning at the most Northwesterly corner of Block 1A, WILLIAMS ADDITION to the City of Klamath Falls, Oregon, and running thence South 89°20' East along the North line of said Block 1A, a distance of 7.67 feet to a point; thence South 31°51' West a distance of 3.06 feet to a point on the Northeasterly line of Alameda Street; thence North 66°05' West along the Northeasterly 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, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

This agreement is between the following parties:

Kazuya Uyesugi and Ilene Uyesugi ("Neighbor")

Federal Home Loan Mortgage Corporation ("Owner")

Victor H. Lozetti and Sherri L. Lozetti, Trustees of the Lozetti Family Trust
("Buyers")

The property described above currently has the benefit of the above referenced Hot Water Well Agreement.

When this agreement is fully executed that Agreement shall become null void and of no effect. Upon the full execution of this agreement abandoning the Hot Water Well Agreement the neighbor agrees not to charge anything to any party to this agreement.

LEFT INTENTIONALLY BLANK
SIGNATURES TO APPEAR ON NEXT PAGE

Executed by the parties on the dates beneath their signatures.

(NEIGHBORS):

Kazuya Uyesugi
Kazuya Uyesugi

Ilene Uyesugi
Ilene Uyesugi

Date: 2-23-18

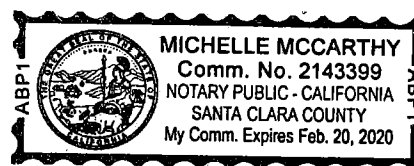
Date: 2-23-18

STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

The foregoing instrument was acknowledged this 23rd day of FEB, 2018, before me, a Notary Public, by Kazuya Uyesugi and Ilene Uyesugi.

Michelle McCarthy
Notary Public



CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

) SS

COUNTY OF SANTA CLARA)

On 2-23, 2018 before me, MICHELLE MCCARTHY, a notary public, personally appeared KAZUYA UYESUGI / ILENE UYESUGI, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature


Notary Public

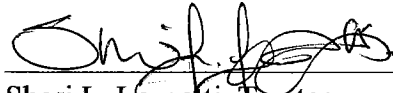
Michelle McCarthy



Executed by the parties on the dates beneath their signatures.

(BUYERS):

 TRUSTEE
Victor H. Lozzetti, Trustee
of the Lozzetti Family 2002 Trust

 TRUSTEE
Sheri L. Lozzetti, Trustee
of the Lozzetti Family 2002 Trust


Date: FEB. 16 / 2018

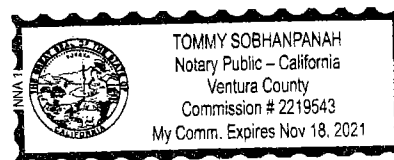
Date: 2/16/18

STATE OF California

COUNTY OF Ventura

The foregoing instrument was acknowledged this 16th day of
February, 2018, before me, a Notary Public, by Victor H. Lozzetti
and Sheri L. Lozzetti, Trustees of the Lozzetti Family 2002 Trust.


Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

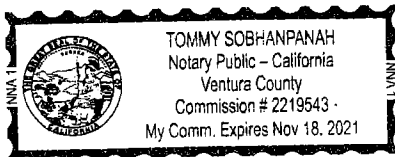
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California,)
 County of Ventura)
 On 2/16/18 before me, Tommy Sobhanpanah, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Victor H. Lozzetti and Sheri L. Lozzetti
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Renewal of Rent Document Date: 2/16/18
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Victor H. Lozzetti
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: Sheri L. Lozzetti
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Executed by the parties on the dates beneath their signatures.

(SELLER):

Federal Home Loan Mortgage Corporation

By Jennifer Schallp
Its Vice President

Date: 2-20-19

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged this _____ day of _____, 2018, before me, a Notary Public, by _____ the _____ of the Federal Home Loan Mortgage Corporation.

Notary Public

SEE ATTACHED

This instrument prepared by Jay A. Rosenberg, Member of Oregon Bar; 3805 Edwards Road, Suit 550, Cincinnati, Ohio 45209

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)On 2/26/18 before me, Heather L Valenzuela, Notary Public,

Date Here Insert Name and Title of the Officer

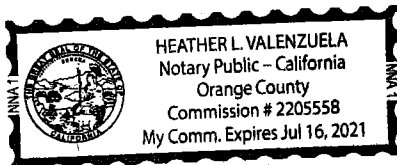
personally appeared Jennifer Schalip

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

ITC #24001-DN

HOT WATER WELL AGREEMENT

THIS AGREEMENT, made and entered this 2nd day of September, 1982, by and between RALPH R. THEXTON and IRINE V. THEXTON, husband and wife, herein called first parties, and WILFRID 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 northeasterly 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, On 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 Southeasterly 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 69.0 feet to a point; thence in a Northwesterly

33
2
133
05

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 Northwesterly 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 3.06 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 2~~ ^{September 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 ~~September 2~~ ^{September 2}, 1982, the receipt of the sum of \$100.00 for the payment of ~~September 2~~ ^{September 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. Thornton
RALPH A. THORNTON

Irene V. Thornton
IRENE V. THORNTON

SECOND PARTIES:

Wilfred A. Johnson
WILFRED A. JOHNSON

Jimie L. Johnson
JIMIE L. JOHNSON

Richard L. Hafer
RICHARD L. HAVER

Julie A. Hafer

19814

STATE OF OREGON)
) ss.
County of Klamath)

~~September~~
August 31, 1982

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

Before me:

Edna Dale Fritz
NOTARY PUBLIC FOR OREGON
My Commission Expires: 5-17-85

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:

Edna Dale Fritz
NOTARY PUBLIC FOR OREGON
My Commission Expires: 5-17-85

After recording return to:
Wilfred & Jimmie Johnson
1697 Madison
Klamath Falls, OR 97603

STATE OF OREGON)
) ss.
County of Klamath)

Filed for record at request of:

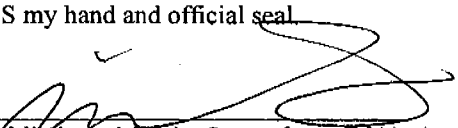
Mountain Title Co.
on this 2nd day of Oct. A.D. 1980
at 2:33 o'clock P.M. and duly recorded
in Vol. 190 of Deeds Page 1911
Evalyn Biehn County Clerk
By *R. Andrew Mueller* Deputy.

ACKNOWLEDGMENT

State of CALIFORNIA)
County of VENTURA) ss

On APR 19 2012, before me, NINOUSH SAMIMI, notary public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public in and for the State of CALIFORNIA
Residing at LOS ANGELES
My Commission Expires: MAR 28 2014
NINOUSH SAMIMI

