

THIS AGREEMENT, dated this 2nd day of September, 1980, between BERTRAM N. CARVALHO, JR., and JANET CARVALHO, husband and wife, EARL F. EYRE and BARBARA LEE EYRE, husband and wife, RONALD H. SWISHER and LAVERRA H. SWISHER, son and mother, GEORGE E. McMAHAN and HELEN McMAHAN, husband and wife, and KARL BUEHLER, JR., and JOY E. BUEHLER, husband and wife, hereinafter referred to as "The Parties;"

W I T N E S S E T H :

WHEREAS, These parties own the following described real property: Bertram N. Carvalho, Jr. and Janet Carvalho, Lot 14, Block 35, Hot Springs Addition to the City of Klamath Falls, Oregon, also known as 1031 North Eldorado Street, Klamath Falls, Oregon; Earl F. Eyre and Barbara Lee EYRE, Lot 15, Block 35, Hot Springs Addition to the City of Klamath Falls, Oregon, also known as 1023 North Eldorado Street, Klamath Falls, Oregon; Ronald H. Swisher and Laverda H. Swisher, The Southwesterly 75 feet of Lot 16, Block 35, Hot Springs Addition to the City of Klamath Falls, Oregon, also known as 1015 North Eldorado St., Klamath Falls, Oregon; George E. McMahan and Helen McMahan, The Southwesterly 75 feet of Lot 17, Block 35, Hot Springs Addition to the City of Klamath Falls, Oregon, also known as 1001 North Eldorado Street, Klamath Falls, Oregon; and Karl Buehler, Jr., and Joy E. Buehler, The Southwesterly 100 feet of Lot 12, Block 36, Hot Springs Addition to the City of Klamath Falls, Oregon, also known as 939 North Eldorado Street, Klamath Falls, Oregon; and

WHEREAS, these parties have agreed to have a hot water well drilled approximately on the line between Lots 14 and 15, Block 35, Hot Springs Addition to the City of Klamath Falls, Oregon, for the mutual benefit of all of these parties in order to heat their respective dwellings thereon; and

NOW, THEREFORE, it is hereby mutually agreed by and between these parties that they will share equally in the cost of drilling

WELL AGREEMENT
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AFTER RECORDING RETURN TO:

O. W. GOAKEY
ATTORNEY AT LAW
630 Hillside
Klamath Falls, OR 97601

SEP 22 1980

and constructing said well and any pump house in connection therewith and the installation of the distribution system from the well to their respective dwellings. Each shall be responsible for the cost of converting or installing the heating system within their respective homes.

These parties further agree to equally share in the maintenance costs of the well, casings, down hole loop and the supply lines running from the well to the dwelling houses along with any other repair necessary for the maintenance of this system.

Each of the parties will be solely responsible for the maintenance of the heating system within their respective homes.

3 It is further understood and agreed that each of these parties does hereby grant unto the remainder of these parties a perpetual easement forever to the ground under which the supply line runs from the well to the homes of these parties supplying the hot water coming from said well. This easement shall run with the land and shall be binding upon the heirs, successors and assigns of each of these parties and these parties further agree that in the event any maintenance should become necessary or that said line needs to be excavated that they hereby consent to the entering upon their respective lands for the purpose of said excavating and repairing.

These parties agree to share equally in the expense for electric service operating the pump and power supply of the well.

These parties further agree that in the event any one of them may, at a later date, desire to sell an interest in this well to a Third Party, not a party to this agreement, that before said person shall be authorized to enter into a sale of an interest in the well, that a majority of these parties must first consent in writing to any such sale and, unless a majority is first had, no sale to a Third Party, not a member of this agreement, may be made.

IN WITNESS WHEREOF, the parties hereto have set their hand hereon the day and year first above written.

17920

Bertram N. Carvalho, Jr.
BERTRAM N. CARVALHO, JR.

Janet Carvalho
JANET CARVALHO

Earl F. Eyre
EARL F. EYRE

Barbara Lee Eyre
BARBARA LEE EYRE

Ronald H. Swisher
RONALD H. SWISHER

Laveria H. Swisher
LAVERIA H. SWISHER

George E. McMahen
GEORGE E. McMAHAN

Helen McMahen
HELEN McMAHAN

Karl P. Buehler

TO 1944 CA (8-74)

(Individual)

 **TITLE INSURANCE
AND TRUST**
A TICOR COMPANY

ACKNOWLEDGMENT
PORTLAND, ORE.

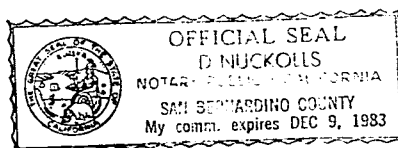
STATE OF CALIFORNIA } SS.
COUNTY OF San Bernardino

On September 17, 1980 before me, the undersigned, a Notary Public in and for said
State, personally appeared Laveria H. Swisher

known to me
to be the person whose name is subscribed
to the within instrument and acknowledged that she
executed the same.

WITNESS my hand and official seal.

Signature D. Nuckolls



(This area for official notarial seal)

, 19 80
the within

ument and

and affixed
written.

ALIFORNIA

STATE OF OREGON,

County of Klamath } SS.

BE IT REMEMBERED, That on this 22 day of September, 19 80,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named Bertram N. Carvalho, Jr., and Janet Carvalho,
husband and wife,

known to me to be the identical individuals described in and who executed the within instrument and
acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.

Marion M. Lyman
Notary Public for Oregon.
My Commission expires 11-20-83

STATE OF OREGON,

County of Klamath

SS.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 9th day of September, 1980,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named Earl F. Eyre and Barbara Lee Eyre, husband and wife,

known to me to be the identical individual S. described in and who executed the within instrument and
acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.

Maureen M. Lyman
Notary Public for Oregon.
My Commission expires 11-20-83

STATE OF OREGON,

County of Klamath

SS.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 10th day of September, 1980,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named Ronald H. Swisher

known to me to be the identical individual he described in and who executed the within instrument and
acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.

Maureen M. Lyman
Notary Public for Oregon.
My Commission expires 11-20-83

STATE OF OREGON,

County of Klamath

SS.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 12th day of September, 1980,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named George E. McMahan and Helen McMahan, husband and wife,

known to me to be the identical individual S. described in and who executed the within instrument and
acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.

Maureen M. Lyman
Notary Public for Oregon.
My Commission expires 11-20-83

STATE OF OREGON,

County of Klamath

SS.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 10th day of September, 1980,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named Karl Buehler, Jr., and Joy E. Buehler,
husband and wife,

known to me to be the identical individual S. described in and who executed the within instrument and
acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.

Maureen M. Lyman
Notary Public for Oregon.
My Commission expires 11-20-83

STATE OF OREGON; COUNTY OF KLAMATH; ss. :

I hereby certify that the within instrument was received and filed for record on the 22nd day of
September A.D., 19 80 at 10:17 o'clock A M., and duly recorded in Vol 180
of Deeds on Page 17918.

FEE 14.00

WM. D. MILNE, County Clerk
By Barbara A. Spetch Deputy