

THIS AGREEMENT, dated this 23rd day of June, 1981, by and between HOMER L. GARICH and PAMELA K. GARICH, husband and wife, hereinafter called "First Party", and BOB D. DIRSCHL and BETTY M. DIRSCHL, husband and wife, hereinafter called "Second Party", and BEN KIELSMEIER, hereinafter called "Third Party";

W I T N E S S E T H:

WHEREAS, First Party owns a geothermal hot water well located on real property at 1863 Lawrence Street, Klamath Falls, Oregon, and desires to sell to Second and Third Party the right to use said well and Second Party resides at 1833 Lawrence Street, Klamath Falls, Oregon, and both Second and Third Party ^{who resides at 1845 Lawrence Street, Klamath Falls, Oregon,} desire to purchase an interest in said well; *BO B B K*

NOW, THEREFORE, it is hereby mutually agreed by and between the parties that First Party agrees to sell an interest in said well to Second and Third Parties in consideration of \$5,000.00 cash each to be paid upon the signing of this agreement to First Party by Second and Third Parties.

IT IS FURTHER AGREED that Second and Third Parties will pay all expense incurred by reason of running the water lines from said well to their respective properties and any and all hookup charge, furnace installation, installation of a pump or pumps and metering device for the electricity to be used therefore and shall, hereafter, be responsible for the maintenance of said lines and equipment used in running hot water from the well to their respective dwellings, including the furnaces or heating devices they choose to install in their homes for purpose of heating same.

First Party shall remain responsible for the maintenance of the lines, pumps, meters and other equipment now in use for the running of water from the well to their dwelling and shall be responsible for the maintenance of same as well as the furnace or

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heating device now being utilized to heat their dwelling.

The three parties mutually agree that from the date of this agreement forward, they will share equally in the expense of maintaining said well, including but not limited to casings, coils and all equipment used in the operation of said well.

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 home of Second and Third 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 these parties.

It is further agreed between the parties that First Party shall have the right in the future to sell additional interest to the use of the well to third parties, not parties to this agreement, without the consent of Second and Third Party, provided, however, that if such sale of a use to a Third Party requires the installation of a longer coil deeper into the well, that First Party shall bear all the expense of same exclusively, and Second and Third Party shall have no responsibility therefore.

This agreement shall be binding upon the heirs, successors, assigns and personal representatives of all parties.

In the event it becomes necessary to institute legal action to enforce any of the terms of this agreement, the prevailing party may recover from the losing party attorney's fees and court costs including any incurred in the prosecution of said case into the appellate court.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto on the date first above written.

Homer L. Garich
HOMER L. GARICH

Pamela K. Garich
PAMELA K. GARICH

Bob D. Dirschl
BOB D. DIRSCHL

Betty M. Dirschl
BETTY M. DIRSCHL

"FIRST PARTY"

Ben Kielsmeier
BEN KIELSMEIER

"SECOND PARTY"

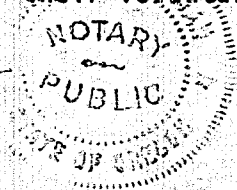
"THIRD PARTY"

STATE OF OREGON
County of Klamath

ss

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On the 23rd day of June, 1981, personally appeared HOMER L. GARICH and PAMELA K. GARICH, husband and wife, BOB D. DIRSCHL and BETTY M. DIRSCHL, husband and wife, and BEN KIELSMEIER, and acknowledged the foregoing instrument to be their voluntary act and deed.



Before me:

Maice M. Lyman
Notary Public for Oregon
My Commission Expires: 11-20-83

AFTER RECORDED
RETURN TO:

O. W. GOAKEY
Attorney at Law
630 Hillside
Klamath Falls, OR 97601

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of O. W. Goakey, Attorney
this 1st day of July A. D. 19 81 at 4:36 o'clock P. M., and
duly recorded in Vol. M81, of Deeds on Page 11973

EVELYN BIEHN, County Clerk
By Bernetha J. Lelich

Fee \$10.50