

WELL AGREEMENT

THIS AGREEMENT dated this 18th day of April, 1984 between THOMAS C. TURNER and KATHLEEN M. TURNER, husband and wife, hereinafter called First Party; and Jeannette F. Kerns, hereinafter called Second Party

W I T N E S S E T H

WHEREAS, First Party is the owner of real property described as Lot 3, Block 30, Hotsprings Addition to the City of Klamath Falls, Oregon, commonly known as 1030 Eldorado, Klamath Falls, Oregon and presently has a hot water well located thereon; and Second Party is owner of the adjoining lot described as Lot 2 Block 30 Hotsprings Addition to the City of Klamath Falls, Oregon, commonly known as 1036 Eldorado, Klamath Falls, Oregon, Second Party desires to purchase a one-third interest in First Party's hot water well with the right of use thereof and are willing to pay ~~Two Thousand Five Hundred and no/100 Dollars (\$2,500.00)~~ ^{Four Thousand} ~~upon the signing of this~~ ^{4000.00} agreement for the purchase thereof and First Party has expressed the willingness to sell said interest to Second Party for said sum;

NOW THEREFORE, it is hereby mutually agreed by and between these parties that First Party agrees to sell a one-third interest in his hot well to Second Party for the sum of ~~\$2,500.00~~ ^{\$4000.00} and Second Party agrees to purchase an interest in said hot water well for the sum of ~~Two Thousand Five Hundred dollars~~ ^{\$4000.00} payable upon the execution of this Agreement on the following terms and conditions;

Second Party will be responsible for the cost of running lines from First Party's hot water well to its home and all hookup expenses incurred for the utilization and right to use said hot water well. Any maintenance required for the continued operation of said hot water well, on and after the date of this Agreement shall be shared between the parties with Second Party to pay one-third of said cost and First Party to pay two-thirds of said cost.

It is understood and agreed that Second Party shall not have the right to sell an interest in his right to use said hot water well to a third party. However, in the event Second Party should sell his property to a third party, his right and interest in said well shall be included in the sale of his property to a third party.

IT IS FURTHER AGREED that Second Party is hereby granted a perpetual easement right and privilege onto and across the real property of First Party on which said lines, valves, etc. shall be installed, and said easement shall run with the land and the parties agree that the property shall be bound thereto forever.

Ch
8-24-84