

Page 2 Well Agreement

Nothing in this Agreement shall be construed or interpreted to restrict, prevent, or in anyway prohibit First Party from subsequently selling an interest in said hot water well to a third party not a party to this agreement.

Each party to this Agreement agrees that they will be exclusively responsible for any future costs incurred in repairing, maintaining or operating the furnace or heating system within their respective dwelling houses.

THE PARTIES AGREE that their heirs, assigns and successors shall likewise be bound by the terms of this Agreement.

The parties further agree that in the event either party should breach the terms of this agreement and it should become necessary that legal action be instituted to enforce the terms of this Agreement, it is agreed that the prevailing party may recover from the losing party reasonable attorneys fees and court costs incurred including any such expense incurred in an appellate court.

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

Jeannette F. Kerns
JEANNETTE F. KERNS

Thomas C. Turner
THOMAS C. TURNER

Kathleen M. Turner
KATHLEEN M. TURNER

STATE OF OREGON,

County of Klamath

53.

STEVENS-NEED LAW FIRM CO. PORTLAND, ORE.

BE IT REMEMBERED, That on this 19th day of April, 1984, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Jeannette F. Kerns, Thomas C. Turner and Kathleen M. Turner

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.

Keith Owens
Notary Public for Oregon.
My Commission expires 5-14-88

STATE OF OREGON: COUNTY OF KLAMATH:ss
I hereby certify that the within instrument was received and filed for record on the 20th day of April A.D., 1984 at 8:54 o'clock A M, and duly recorded in Vol M84, of Deeds on page 6556.

Fee: \$ 8.00

EVELYN BIEHN, COUNTY CLERK

by: *Pam Smith*, Deputy