

68830

WATER WELL USE AND EASEMENT AGREEMENT

THIS AGREEMENT, made by and between MICHAEL D. TARRANT and JUDY A. TARRANT, husband and wife, as Grantors, and EARL J. TOWNE and DONNA M. TOWNE, husband and wife, as Grantees;

R E C I T A L S

1. Grantors are the owners of Lots 12 and 13, Block 10, Dixon Addition, City of Klamath Falls, Klamath County, Oregon.
2. Grantees are purchasing from Grantors Lot 12, Block 10, Dixon Addition to the City of Klamath Falls, Klamath County, Oregon.
3. The Grantors have a developed geothermal well, which is situated in the southerly portion of Lot 13, Block 10, Dixon Addition to the City of Klamath Falls, which said well has been supplying geothermal water to the Grantees and may continue to supply geothermal water for the consideration of their purchase of Lot 12, Block 10, Dixon Addition to the City of Klamath Falls. The Grantors are willing to convey to Grantees a one-half interest in the aforesaid well, together with the right to one-half of the geothermal waters from said well, and the easement set forth hereinafter.

W I T N E S S E T H:

In consideration of the covenants hereinafter contained, the parties hereto agree as follows:

- A. The Grantors agree to convey to Grantees a one-half interest in the hot water well, and to further allow Grantees to withdraw hot water from the geothermal source to heat a residential building upon Lot 12, Block 10, Dixon Addition to the City of Klamath Falls, Klamath County, Oregon, not to exceed a duplex.
- B. Grantees are to stand the expense for installation and maintenance of the lines for the benefit of their premises within the geothermal source, and the expense for all lines from the geothermal source to their property line. The Grantees shall be totally responsible for the maintenance of all lines from the well to their property line and for the transportation of the water to the outlets and heat exchangers on Lot 12.
- C. The Grantees are to pay one-half of the costs of the pumps and electricity used at the well site, together with the maintenance cost of well casing, pump repair and replacement. The parties as between themselves shall determine whether Grantees or Grantors are to be billed for the individual maintenance costs, and the party billed may thereafter request reimbursement from the other party, which said reimbursement shall be due and payable thirty (30) days after billing.
- D. Grantors do not warrant the chemical composition of the water, quality of the water, nor the quantity of the water. Grantees hereby expressly assume all risks in the use of the geothermal source, and agree to hold Grantors harmless from any loss occasioned by their negligence in use of the geothermal waters on Lot 12.

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E. It is understood and agreed by the parties hereto that the Grantors have not made any application to the State of Oregon or the City of Klamath Falls for the right to sell the interest in the well, or the right to use of its waters, and that said transaction is strictly a private transaction between the parties. In the event that said entities should restrict the use of the geothermal source, the parties shall be equally bound by such restriction.

F. It is understood by the Grantees herein that Grantors shall not be held liable for breakdowns in the pumping apparatus of the well, nor for water shortage, nor for breaks or leaks in the pipes upon the Grantors' property. It is agreed, however, that the Grantors will maintain their individual system in such a way as not to deplete the geothermal source. It is further agreed by and between the parties that Grantees shall maintain their individual system in such a fashion as not to deplete the geothermal source. Each of the parties agrees that they shall endeavor in all ways to rectify any deficiencies in their individual systems as soon as is possible.

G. This agreement may be terminated by mutual consent of the parties.

H. There will be no more water lines coupled to heat exchangers than the geothermal well can adequately heat. The parties do not now contemplate the sale of rights to additional parties, nor shall such sale occur absent the mutual consent of the parties.

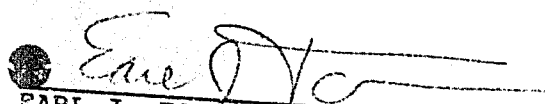
I. The Grantors further grant to Grantees an easement from the existing well to the easterly property line of Lot 13, Block 10, Dixon Addition to the City of Klamath Falls, Klamath County, Oregon, for the purpose of installing, transporting, and maintaining, lines from the well to the property line of Grantees. The Grantors further grant to Grantees a license to go upon the property of the Grantors to maintain their pipe lines, as well as in assisting the Grantors in maintaining the pump and motors thereon.

J. This Agreement shall run with the land and inure to the benefit of the successors and assigns of the parties hereto.

K. In the event suit or action is instituted by either party, the prevailing party shall be awarded attorney's fees in such suit or action or upon appeal.

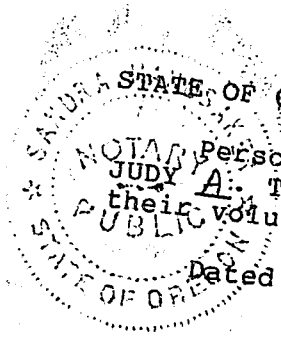
Dated this 14 day of ~~November~~ ^{December}, 1986.


MICHAEL D. TARRANT
M.D.T.


EARL J. TOWNE

Judy A. Tarrant
JUDY A. TARRANT

22153
Donna M. Towne
DONNA M. TOWNE



STATE OF OREGON/County of Klamath) ss.
Personally appeared the aforementioned MICHAEL D. TARRANT and
JUDY A. TARRANT, and acknowledged the foregoing instrument as
their voluntary act and deed.
Dated before me this 1st day of December, 1986.

Sandra Handwerker
NOTARY PUBLIC FOR OREGON
My Commission Expires: 7-23-89

California
STATE OF OREGON/County of San Diego ss.

Personally appeared the aforementioned EARL J. TOWNE and DONNA
M. TOWNE, and acknowledged the foregoing instrument as their
voluntary act and deed.
Dated before me this 26th day of November, 1986.



F. Carol Vician
NOTARY PUBLIC FOR OREGON
My Commission Expires: 7-26-88

RD ATCo
att. Sandy

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____
of _____ December _____ A.D., 19 86 at 11:38 o'clock A M., and duly recorded in Vol. M36 day
of _____ at _____ Deeds _____ on Page 22151
FEE \$13.00
By Evelyn Biehn, County Clerk
Ann Smith