

50270

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MTC 43051-MS

GEOHERMAL WELL AGREEMENT

RECITALS:

This Agreement is made on the 17th day of Dec., 1997, by and between Monti's Construction, Inc., Martin Monti, and James Monti as owners of Parcels 31, 32, & 33, Old Fort Estates in the city of Klamath Falls, OR. Parcel 31 is the real property on which a geothermal well servicing all three of the above-described parcels is located, and the parties hereto desiring to define the interests in the responsibilities for said well;

PROMISES:

Now, therefore, the parties hereby agree as follows:

1. The well located on Parcel 31 shall utilize a separate meter for consumption of electrical current and water, and the owners of each above-described lots shall pay one-third of said power requirement.
2. The owners of each lot shall be entitled to heat from said well for the purpose of heating buildings and heating water.
3. It is agreed the owners of each lot shall receive a right to heat usage as well as a right to easement as necessary for maintenance of pipelines as presently in existence from said well across Parcel 31 to the particular location where such pipelines exit Parcel 32 or Parcel 33 as appropriate. Said lines for the benefit of Parcels 32 and 33 shall be maintained by the particular owners whose benefit is served by this easement, and said lines shall be maintained in their present size and location as reasonably as possible.
4. The owners of each lot shall share in the expenses of repair and maintenance of said well and pump such that one-third of said expenses are to be satisfied by each parcel.
5. The owners of Parcels 32 and 33 shall share with owners of Parcel 31, one-third to be paid by each Parcel owner, the taxes allocatable to the well as an improvement on Parcel 31. The parties hereto agree that such assessment as a ratio of the entire assessment of the Parcel and improvements shall be the percentage used to determine that portion of the taxes allocatable to the well. Each one-third share shall be paid as claimed to be due by the Klamath County Tax Assessor and upon demand of the owners of Parcel 31. In the event any party desires to contest the assessment of the well through the Klamath County Board of Equalization, such party shall bear the burden of expenses of such contest unless otherwise agreed in writing.
6. The interest in said well as described herein shall be transferable such that a sale of Parcel 32 or Parcel 33 shall carry with it the rights hereunder to heat, and the sale of Parcel 31 shall be burdened by said rights but also benefit by the duties herein of shared liability and responsibility.
7. All parties agree that no water shall be used from close loop system or from well other than that for heating of units and hot water as a close loop system.

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8. This agreement may be modified only in writing executed by the owners of all three Parcels. The agreement is binding upon and shall inure to the benefit of the parties hereto, their executors, assigns and heirs.

9. In the event any suit or action is brought to enforce the terms of this agreement, the prevailing party or parties therein shall be entitled to recover reasonable attorney's fees and costs, whether on trial or appeal.

For legal descriptions on parcels 31, 32, & 33, see attached.

IN WITNESS WHEREOF, the parties above named place their signatures hereto on the date first written above.


James Monti
Martin Monti
Monti's Construction, Inc.

After recording, return to:

Monti's Construction
1504 Oregon Avenue
Klamath Falls, OR 97601

CORPORATE ACKNOWLEDGMENT

State of Oregon }
 County of Klamath } ss.

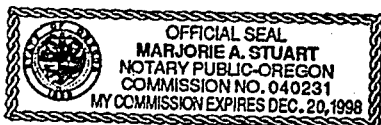
On this the 17th day of December, 19 97,

before me, Marjorie A. Stuart
Name of Notary Public

the undersigned Notary Public, personally appeared

James Monti and Martin Monti
Name(s) of Signer(s)

☒ personally known to me – OR –
☐ proved to me on the basis of satisfactory evidence
 to be the person(s) who executed the within instrument as



Corporate Title(s) of Signer(s)

on behalf of the corporation therein named, and acknowledged
 to me that the corporation executed it.

Witness my hand and official seal.

Marjorie A. Stuart
Signature of Notary Public

OPTIONAL

Though the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

**RIGHT THUMBPRINT
OF SIGNER**
 Top of thumb here

EXHIBIT "A"
LEGAL DESCRIPTION

A portion of Lots 6, 7, 8 and 9, Block 7, DIXON ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, in the SE1/4 of Section 28, Township 38 South, Range 9 East, Willamette Meridian, more particularly described as follows:

Beginning at a point on the Easterly right-of-way line of Fort Klamath Road (also known as Old Fort Road), North 16 degrees 46' 12" East 61.13 feet from the Southwesterly corner of said Block 7; thence South 79 degrees 07' 57" East 129.86 feet; thence North 7 degrees 44' 35" East 60.00 feet; thence North 79 degrees 07' 57" West 120.40 feet to the Easterly right-of-way line of Fort Klamath Road; thence South 16 degrees 46' 12" West 60.23 feet to the point of beginning. (LOT 32)

A portion of Lots 8 and 9, Block 7, DIXON ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, and the adjacent Northerly one-half of vacated Gibbs Street in the SE1/4 Section 28, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly as follows:

Beginning at a point on the centerline of vacated Gibbs Street at its intersection with the Easterly right-of-way line of Fort Klamath Road (also known as Old Fort Road); thence South 88 degrees 52' 56" East 149.82 feet along said centerline of Gibbs Street; thence North 1 degree 23' 16" East 56.87 feet; thence North 79 degrees 07' 57" West 129.86 feet to the Easterly right-of-way line of Fort Klamath Road; thence South 16 degrees 46' 12" West 81.90 feet to the point of beginning. (LOT 33)

A portion of Lots 5, 6, 9 and a portion of the vacated alley in Block 7, DIXON ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, in the SE1/4 of Section 28, Township 38 South, Range 9 East, Willamette Meridian, more particularly described as follows:

Beginning at a point on the Easterly right-of-way line of Fort Klamath Road (also known as Old Fort Road), North 16 degrees 46' 12" East 121.36 feet from the Southwesterly corner of said Block 7; thence South 79 degrees 07' 57" East 120.40 feet; thence North 7 degrees 44' 35" East 82.08 feet; thence North 89 degrees 06' 58" West 111.12 feet to the Easterly right-of-way line of Fort Klamath Road; thence South 16 degrees 46' 12" West 63.03 feet to the point of beginning. (LOT 31)

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle
of December A.D., 19 97 at 3:52 o'clock P. M., and duly recorded in Vol. M97
of Deeds on Page 41007

FEE \$45.00

By Bernetha G. Latsch, County Clerk
Kathleen Ross