

MTC 46448-MB

AGREEMENT TO SUPPLY GEOTHERMAL WATER

DATED: November 24, 1998

PARTIES: Brandsness Enterprises, Inc. "Brandsness"
an Oregon corporation
409 Pine Street
Klamath Falls, Oregon 97601

AND: Charles W. White "White"
1316 Summers Lane
Klamath Falls, Oregon 97603

RECITALS:

A. Brandsness is the owner of a geothermal well located upon Lots 5 and 6, Block 4, Tract 1031, Shadow Hills Subdivision - I.

B. White is the owner of Lot 3, Block 4, Tract 1031, Shadow Hills Subdivision -I.

C. For many years past, Brandsness has supplied geothermal water to White at the property line common to Brandsness and White.

D. Prior written agreements have expired or have been lost and the parties desire to memorialize the agreements of the parties by this agreement.

AGREEMENT:

1. Brandsness agrees to continue to supply geothermal well water to White at the existing pipe at the property line common to Brandsness and White under the terms and conditions of this Agreement.

2. White will pay an annual fee in the sum of \$500.00 for the geothermal water on or before October 15 of each year. It is acknowledged that the payment due on October 15, 1998 has been paid. In the event White fails to pay the annual fee, Brandsness may terminate this agreement and discontinue the furnishing of geothermal water.

3. Either party to this Agreement may terminate the Agreement upon 90 days written notice to the other party without the right or claim for damages by the terminated party. In the event Brandsness terminates the Agreement for any reason, Brandsness shall refund any unused portion of the annual fee at a rate of \$1.37 per day to White.

4. Brandsness agrees to supply geothermal water to White of the same quality and quantity as supplied to the rentals upon the

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property of Brandsness. White waives any right to damages against Brandsness for failure of the geothermal system for any reason or in the event any governmental authority restricts the supplying of geothermal water to White.

5. White agrees that this Agreement is personal to him and may not be assigned or transferred to any third party and does not run with the land.

Brandsness Enterprises, Inc.

By: 

Sharon D. Brandsness,
President


Charles W. White

Return to:
Klamath First Federal -
Shasta

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 7th day
of December A.D., 19 98 at 11:00 o'clock A. M., and duly recorded in Vol. M98
of Deeds on Page 44525.

FEE \$15.00

By Bernetha G. Letsch, County Clerk
