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2012-004873

Klamath County, Oregon



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05/09/2012 11:31:40 AM

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P. 3

Geothermal Well Agreement

AGREEMENT, May 1, 2012, between Todd Clemente, first party, and Mathew Ryser, second party.

WITNESSETH:

First Party is the owner of the following described property commonly known as: 2224 Main St Klamath Falls, OR 97601

Second Party is the owner of the following described property commonly known as: 2238 Main St Klamath Falls, OR 97601

The second owner is retaining partial ownership of a portion of the property that is being sold to the first party and the first party has upon their property a well which the parties wish to allow the Second Party to use for their geothermal heat.

The parties wish to enter into an agreement for the operation, maintenance and repair of said well,

NOW, THEREFORE, In consideration of the premises, the parties covenant and agree to and with each other as follows:

- 1) Each of the parties shall be solely responsible for the maintenance, repair and replacement; of water lines from the pump to their own premises, but the cost of all future maintenance, replacement, improvements, and maintenance of the supply line to the well and casing shall be born equally by the parties, their heirs, and assigns.
- 2) First Party grants to Second Party, their heirs, grantees, and assigns for the benefit of the Second Party's said property, perpetual right and easement in and to said geothermal well and of ingress and egress upon said property of First Party's for the purpose of replacing the pipes from the well to the Second Party's premises which services the Second Party's property.

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- 3) The main valve located on First Party's premises at 2224 Main St shall not be turned off without prior written notice to the Second Party unless incase of emergency pipe burst or similar event.
- 4) It is mutually covenanted and agreed by all of the parties hereto on behalf of themselves, their heirs, grantees, and assigns, that in the event that any owner of either of said parcels of land shall at any time hereafter institute any suit, action or proceeding to enforce any of the covenants or agreements herein contained and/ or for damages for the breach of same, that the Court may award the prevailing party in such suit, action or proceeding such sums as it may adjudge reasonable for said prevailing party's attorney's fees therein; in addition to the usual cost and disbursements provided by law.
- 5) This agreement shall bind and inure to each of said parcels of land and be appurtenant thereto and run therewith.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first herein written.



First Party

Second Party

STATE OF OREGON)

.....) ss

County of Klamath)

Personally appeared the above named

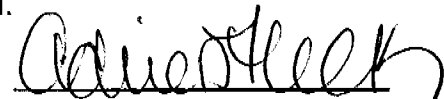
Todd A Clement

First Party and

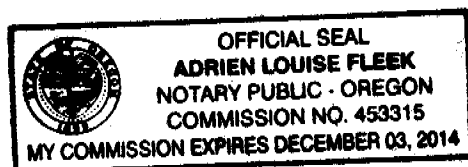
Second Party, and acknowledged the

Foregoing instrument to their voluntary act and deed.

Before me:

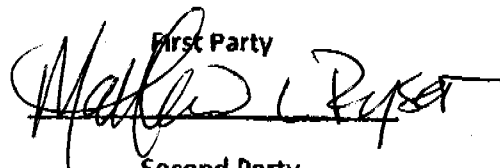


Notary Public for Oregon



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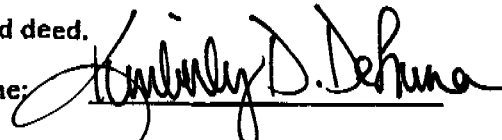
IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first herein written.

 First Party

 Second Party

Idaho
 STATE OF OREGON)
) ss
 County of Klamath
Union Falls
 Personally appeared the above named

 First Party and
Matthew Ryser Second Party, and acknowledged the
 Foregoing instrument to their voluntary act and deed.

Before me:



Notary Public for Oregon

Idaho

exp 5/16/17

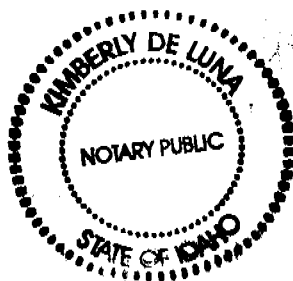


EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of Klamath, State of Oregon, described as follows:

The West half of Lot 1, and 3 feet evenly off the North side of the West 85 feet of Lot 2, all in Block 4, of Dixon Addition No. 2, Klamath Falls, Oregon.