

**After Recording Return to:**

Robert A. Foulon,  
Trustee of the Joann C. Foulon Trust, dated October 13, 2021  
8175 Ernst Road,  
Portland, Oregon 97225

**Tax Statements:**

No Change

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**EASEMENT AND WELL AGREEMENT**

This Easement and Well Agreement ("Agreement") is made and executed this 10<sup>th</sup> day of July 2024 (the "Effective Date"), by and between Robert A. Foulon, trustee of the Joann C. Foulon Trust, dated October 13, 2021, ("Grantor") and Robert A. Foulon, trustee of the Joann C. Foulon Trust, dated October 13, 2021, ("Grantee") for an easement for access and maintenance of the geothermal well located on the Grantor Property as defined below.

**RECITALS**

- A. Grantor owns real property with the common address of 104/106 S Williams Ave, Klamath Falls, Klamath County, Oregon ("Grantor Property") which is legally described as:

**Lot 2 in block 6 of DIXON ADDITION #2, according to the official plat thereof on file with the office of the County Clerk, Klamath County, Oregon.**

- B. Grantee owns real property with the common address of 114/116 S Williams Ave, Klamath Falls, Klamath County, Oregon ("Grantee Property") which is legally described as:

**Lot 3 in block 6 of DIXON ADDITION #2, according to the official plat thereof on file with the office of the County Clerk, Klamath County, Oregon**

- C. The Grantee Property has three residences located thereon. The residences' common addresses are 114 S Williams Ave, Klamath Falls, 116 S Williams Ave, Klamath Falls, and 121 Henry St, Klamath Falls, Oregon 97601.
- D. The Grantee Property benefitted by a geothermal well located on the Grantor Property which service the residences on the Grantee Property ("Geothermal Well").
- E. The Parties have agreed that Grantor will grant to Grantee an easement for reasonable access to/from the Geothermal Well for repair and maintenance of the well and pipes.
- F. Grantor and Grantee execute this easement knowing it will not have immediate effect because the burdened and benefitted parcels are owned by the same parties. It is the intent of the Grantor and Grantee that upon the separation of ownership the easements provided

for herein shall bind the parcels, and come into effect on the terms and conditions set forth herein, and record this easement to provide notice of the easements that will be created by separation of ownership, and the terms of the easements.

#### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantees agree that:

1. **Recitals.** The RECITALS set forth above are true and accurate and are incorporated herein
2. **Grant.** Grantor hereby grants and conveys unto Grantee a private and exclusive access and utility easement to access and utilize water from the Geothermal Well through the existing pipeline.
3. **Use.** This Easement shall be limited to the extent reasonably necessary for the Grantee to repair, maintain, and/or replace the Geothermal Well and/or the utility lines running to/from the Grantee Property. In the event Grantee disturbs the Grantor Property and/or causes damage while accessing the Geothermal Well and/or maintaining/repairing the utility lines, Grantee shall restore the Grantor Property to the condition as existed before the damage occurred.
4. **Maintenance.** Throughout the term of this Agreement, Grantor and Grantee shall share the expenses, if any, to maintain the Geothermal Well in the same condition as currently existing, ordinary wear and tear excepted. Each party shall bear the expense for the repair and/or replacement of their own utility lines. To the extent any lines are shared, the parties shall share in the cost to maintain that section. In the event one party damages the Geothermal Well or utility lines of another, that party shall bear the entire cost to repair the same to the same condition as existed prior to the damage occurring.
5. **Expiration.** The Parties acknowledge that the Easement is being granted as a condition for approval of a loan which Grantee is obtaining from its lender AMWEST FUNDING CORP ("Lender"). The Parties agree that upon repayment of that loan, any release of interest in the Grantee Property by Lender, the recording of a reconveyance by Lender, and/or if Grantee sells, assigns, transfers the Property to a third-party, the Easement shall become void and no longer have any force or effect.
6. **Indemnification.** Grantee shall indemnify, defend, and hold Grantor harmless, from any claim, loss, and/or liability arising out of or related to the use and/or condition of the Easement, by Grantee, and/or its agents, invitees, guests, any successors, and any third party.
7. **No Liens.** Grantee is prohibited from allowing any liens to be filed against the Easement Area without express written consent of Grantor.
8. **No Dedication.** Nothing contained herein will be deemed a gift or dedication of any portion of the Easement area to the general public, for the general public, or for any public uses or purpose whatsoever.
9. **Successors.** This Agreement will be binding upon, and inure to the benefit of, Grantee and Grantor and their respective heirs, successor, and assigns.
10. **Amendment.** This Agreement may only be amended by written instrument by the record owners of the Grantor Property and the Grantee Property.
11. **Recording.** This Agreement shall be recorded

[Execution Page to Follow]

Executed to be effective this 10<sup>th</sup> day of July, 2024

GRANTOR

By: [Signature]

Robert A. Foulon, trustee of the Joann C.  
Foulon Trust, dated October 13, 2021

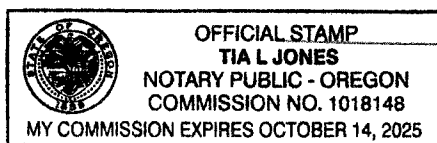
GRANTEE

By: [Signature]

Robert A. Foulon, trustee of the Joann C.  
Foulon Trust, dated October 13, 2021

STATE OF OREGON )  
County of Washington ) ss.

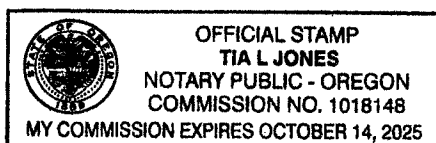
This instrument was acknowledged before me on July 10<sup>th</sup>, 2024 by Robert A. Foulon,  
as trustee of the Joann C. Foulon Trust, dated October 13, 2021.



[Signature]  
Notary Public for Oregon  
My Commission expires: October 14, 2025

STATE OF OREGON )  
County of Washington ) ss.

This instrument was acknowledged before me on July 10<sup>th</sup>, 2024 by Robert A. Foulon,  
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