

WATER WELL AND WATER USE  
COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

PARCELS A, B, AND C CAMP POLK HEIGHTS SUBDIVISION

QUESTAR PUBLISHERS, INC., an Oregon corporation, hereinafter called Developer, is the owner of Parcels A, B, and C created by boundary line adjustment between portions of Lots 5 and 6 and Lots 7 and 8 of Block 1, Camp Polk Heights Subdivision located in the Southeast Quarter of Section 27, Township 14 South, Range 10 East of the Willamette Meridian, Deschutes County, Oregon, and in order to provide water for Parcels A, B, and C of said subdivision, does hereby, by these presents, subject Parcels A, B, and C of said subdivision to the following water well and water use restrictions, covenants and conditions:

1. Ownership

The owners of Parcels A, B, and C herein shall own an undivided one-third (1/3) interest in the pump, together with any pumphouse, pressure tank and accessories that the lot owners or developer herein may cause to be placed upon or around the well. Title to the land upon which said well and water system equipment is located shall remain vested in the owner of Parcel A, but the owners of Parcel B and C of Camp Polk Heights Subdivision and their successors in interest shall have the right to use the water from said well and the use of the pump, pumphouse, pressure tank and accessories on the terms and conditions as hereinafter expressed for the duration of this Agreement.

2. Use of Water

Each of the owners and successor owners of the Parcels A, B, and C described herein shall be entitled to one-third (1/3) of the water produced by the

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After recording, return to:  
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well for each lot and no more. The use of the water from said well shall be limited to domestic water use for one (1) single family residence or facilities that have an equivalent use of water to a single family residence on each lot. It is agreed that water from the well may be used for watering lawns and gardens to the extent that water is available therefor after supplying the needs for each lot's domestic use.

3. Operation Expense

The user or users of the water from the well shall be responsible for and pay the cost of the operation of the well, pump and pressure tank, including electric power and repairs. At such time as additional users hook up to the well then the costs shall be shared equally by the number of the parcels using water. At such time as all three (3) parcels are using water from the well, owners of the parcels described herein shall share equally in the cost of operating said well, pump, pressure tank and accessories. The electric power consumed by said well shall be separately metered and the electric power bill shall be divided by the owner of the lot upon which the well is located into three (3) equal portions and the owners or their successors of each lot shall each be liable for one-third (1/3) of the bill for their respective parcels.

4. Maintenance Expense

The owners of the parcels described herein shall share equally in the cost of maintaining and repairing said well and water system, including the accessories thereto. All repairs thereto shall be agreed upon between the owners of the parcels described herein in advance of incurring any expenses therefor, except that in the case of emergency, any of the owners of the parcels described herein may make or cause to be made necessary repairs which are reasonable and necessary for the continued operation of the water system and the other parties or owners of the parcels described herein shall pay their share forthwith. No major alterations to this water system

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exclusive of delivery pipe shall be undertaken except by unanimous agreement of the parties or their successors.

5. Default in Payment of Expenses

Any owner hereto or their successors shall not have paid their respective one-third (1/3) interest in the operating expenses or the maintenance and repair expenses within thirty (30) days of receiving notice of the amount thereof, then the remaining owners shall have the right to cut off the water supply to said parties' parcel. In the event that said delinquency in payment of the one-third (1/3) share of the operating, maintenance and repair costs shall continue for a period in excess of ninety (90) days, then the owner of the parcel so being in delinquency does hereby agree that his ownership interest in the well and water system and the accessories therefor and the right to use water from said well shall be forfeited.

6. Water Delivery Lines

The owners of each lot shall be responsible for the costs incurred in the construction of the water delivery lines from the main water line, located on the easement for water line to the point of use and the owner of each parcel shall maintain at their expense the water line from the main line to the point of use.

7. Attorney's Fees

In the event that it is necessary to turn any matter contained herein over to an attorney for collection, then the defaulting party shall pay reasonable attorney's fees for the collection effort. In case suit or action shall be instituted on account of this Agreement or any provision or provisions thereof, including an action at law to enforce contribution of costs and expenses, the prevailing party shall recover such sum as the Court may adjudge reasonable as attorney's fees in such suit or action.

8. Duration of Agreement

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The term of this Agreement shall be limited to the life of said well and if said well should fail to produce water or become irreparable, then this Agreement and Easement shall terminate; or, the provisions of this Agreement and the easement granted herein shall continue in full force and effect until such time as the domestic water supply is furnished to the parcels herein described from any other source that is acceptable to the owners of the parcels herein described at which time this Agreement and the easement granted herein shall terminate.

9. Effect of Agreement

It is agreed that the covenants, burdens and benefits of this Agreement shall be covenants running with and burdening the lands of the respective parties herein described and their respective heirs, executors, administrators and assigns and all covenants, conditions and terms hereto shall extend to and be binding upon and inure to the benefit of the assigns, heirs and personal representative of the owners herein.

10. Declaration of Easement

The parties acknowledge that a separate Declaration of Easement was granted by the parties for water well operation, maintenance, and an easement for water line installation, operation and maintenance, which easement is appurtenant to and runs with the land and is for the benefit of Parcels A, B, and C herein.

11. Termination of Prior Recorded Covenants

The Declaration of Water Well and Water Use Covenants, Conditions and Restrictions for Lots 5, 6, & 7 of Camp Polk Heights Subdivision recorded on January 6, 1994 in Deschutes County Official Records in Book 324 at page 2978 as Document #94-00624 is hereby declared null and void and of no further force and effect.

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