

97-03595

WATER WELL AND WATER USE
COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

LOTS 9 AND 10, BLOCK 1 OF CAMP POLK HEIGHTS SUBDIVISION

QUESTAR PUBLISHERS, INC., an Oregon corporation, hereinafter called Developer and Owners of Parcels A, B, and C and DANIEL P. RICH and SCHARLOTTE RICH, Husband and Wife, the owner of Lot 9, and DALE J. McCALVY and CAROL A. McCALVY, Husband and Wife, the owner of Lot 10 all in Block 1 of a subdivision known as Camp Polk Heights 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 and Lots 9 and 10 of Block 1 of said subdivision to the following water well and water use restrictions, covenants and conditions:

1. Ownership

The owners of Lots 9 and 10 herein shall own an undivided one-half (1/2) interest in the pump, together with any pumphouse, pressure tank and accessories that the lot owners 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 A, but the owners of Lots 9 and 10 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 Lots 9 and 10 described herein shall be entitled to one-half (1/2) of the water produced by the well for each

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After recording, return to:
BRYANT, EMERSON & FITCH

ATTORNEYS AT LAW
888 WEST EVERGREEN AVENUE
P.O. BOX 457
REDMOND, OREGON 97756-0103
TELEPHONE (541) 548-2151
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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 the two (2) lots are using water from the well, owners of the lots 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 two (2) equal portions and the owners or their successors of each lot shall each be liable for one-half (1/2) of the bill for their respective parcels.

4. Maintenance Expense

The owners of the lots 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 lots described herein in advance of incurring any expenses therefor, except that in the case of emergency, any of the owners of the lots 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 lots described herein shall pay their share forthwith. No major alterations to this water system exclusive of delivery pipe shall be undertaken except by unanimous agreement of the

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parties or their successors.

5. Default in Payment of Expenses

Any owner hereto or their successors shall not have paid their respective one-half (1/2) 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-half (1/2) 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

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 lots herein described from any other source that is acceptable to the owners of the lots 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 Lots 9 and 10 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.

IN WITNESS WHEREOF, this document is executed by the owners of the parcels to be bound hereby.

OWNER: LOT 9

Daniel P. Rich
Daniel P. Rich

Scharlotte A. Rich
Scharlotte A. Rich

OWNER: LOT 10

Dale J. McCalvy
Dale J. McCalvy

Carol A. McCalvy
Carol A. McCalvy

OWNER: PARCELS A, B, AND C

QUESTAR PUBLISHERS, INC., an Oregon corporation

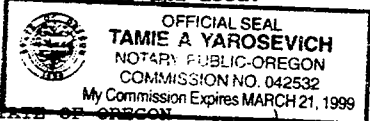
By: Donald C. Jacobson
Donald C. Jacobson, President

By: Brenda Jacobson
Brenda Jacobson, Secretary

STATE OF OREGON)
: ss.
County of Deschutes)

December 31st, 1996

Personally appeared before me Donald C. Jacobson and Brenda Jacobson who, each being first duly sworn, did say that the former is the president and that the latter is the secretary of QUESTAR PUBLISHING, INC., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

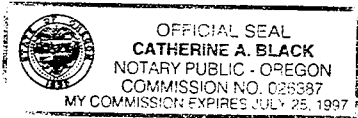


Tamie A. Yarosevich
Notary Public for Oregon

STATE OF OREGON)
: ss.
County of Deschutes)

January 4, 1997

Personally appeared the above-named Daniel P. Rich and Scharlotte A. Rich and acknowledged the foregoing instrument to be their voluntary act and deed.



Before me: Catherine A. Black
Notary Public for Oregon

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STATE OF OREGON)
 : ss.
County of Deschutes)

January 29, 1997

Personally appeared the above-named Dale J. McCalvy and Carol A. McCalvy and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Linda Sinclair
Notary Public for Oregon



STATE OF OREGON)
COUNTY OF DESCHUTES) ss.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND RECORDER OF CONVEYANCES, IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS RECORDED THIS DAY:

97 FEB -4 AM 10: 03

MARY SUE PENHOLLOW
COUNTY CLERK

BY: T. Moore DEPUTY

NO. 97-03595 FEE 60.00

DESCHUTES COUNTY OFFICIAL RECORDS

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