

**RECORDING COVER SHEET  
FOR CONVEYANCES, PER ORS 205.234**

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON  
PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING.  
ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE  
TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF.

200 MAY 18 AM 11: 48

This Space For County Recording Use Only  
as of 1-1-97

**AFTER RECORDING RETURN TO**  
name and address of the person authorized to receive the  
instrument after recording, as required by ORS 205.180(4)  
and ORS 205.238.

Vol MOO Page 18085

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K-54 264

1. **NAME(S) OF THE TRANSACTION(S)**, described in the attached instrument and required by ORS 205.234(a).  
*Note: Transaction as defined by ORS 205.010 "means any action required or permitted by law to be recorded including, but not limited to, any transfer, encumbrance or release affecting title to or an interest in real property."*

Well Ownership Information Agreement  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2. **GRANTOR**, as described in ORS 205.160.

John C. Condit & Kathryn L. Condit  
\_\_\_\_\_  
abd Donald B. Condit & Nancy M. Condit  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

3. **GRANTEE**, as described in ORS 205.160.

John C. Condit and Kathryn L. Condit  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

4. **TRUE AND ACTUAL CONSIDERATION PAID** for instruments conveying or contracting to convey fee title to any real estate and all memoranda of such instruments, reference ORS 93.030.

5. **UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS** for instruments conveying or contracting to convey fee title to any real estate, reference ORS 93.260.

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5/18

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WELL AGREEMENT

K-54264

AGREEMENT, dated this May 11, 2000, between John C. Condit and Kathryn L. Condit, as to an undivided 1/2 interest and Donald B. Condit and Nancy M. Condit, as to an undivided 1/2 interest, first parties, and John C. Condit and Kathryn L. Condit, second parties.

WITNESSETH:

First Parties are the owners of the following described real property:

The N 1/2 E 1/2 SE 1/4 NE 1/4 SW 1/4 of Section 12, Township 39 South, Range 8 East of the Willamette Meridian, EXCEPT that portion described in Deed Volume 189, page 479, described as follows: Beginning at a point 660 feet South and 264 feet West of the Northeast corner of the SW 1/4 of Section 12, Township 39 South, Range 8 East of the Willamette Meridian in Klamath County, Oregon, running thence South 165 feet; thence West 66 feet; thence North 165 feet; thence East 66 feet to the point of beginning, and excepting therefrom a strip 20 feet wide off the North end of said described tract for road purposes.

Second Parties are the owners of the following described real property:

Beginning at a point 660 feet South and 264 feet West of the Northeast corner of the SW 1/4 of Section 12, Township 39 South, Range 8 East of the Willamette Meridian in Klamath County, Oregon, running thence South 165 feet; thence West 66 feet; thence North 165 feet; thence East 66 feet to the point of beginning, and excepting therefrom a strip 20 feet wide off the North end of said described tract for road purposes.

ALSO The N 1/2 W 1/2 SE 1/4 NE 1/4 SW 1/4 of Section 12, Township 39 South, Range 8 East of the Willamette Meridian, less and excepting 20 feet off the North side reserved for County Road purposes.

Second parties have upon their property a well which the parties wish to allow Second Parties to use for their domestic water supply.

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:

# 46

Return to First American Title

- (1) Each of the parties shall be solely responsible for the maintenance, repair and replacement; of the water lines from the pump to their own premises, but the cost of all future maintenance, replacements and improvements, and electricity for the pump, of the well and casing shall be born equally by the parties and their heirs and assigns.
- (2) First Parties grant to Second Parties, their heirs, grantees and assigns for the benefit of Second Parties' said property, perpetual right and easement in and to said water well and of ingress and egress upon said property of First Parties for the purpose of replacing the pipes from the pump to the Second Parties premises which services Second Parties' property.
- (3) 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 costs and disbursements provided by law.
- (4) This agreement shall bind and inure to each of said parcels of land and be appurtenant thereto and run therewith.
- (5) Parties shall permit well water sampling and testing by a responsible local authority at any time at the request of any party.
- (6) Parties shall require that corrective measures be implemented if the testing reveals a significant water quality deficiency, but only with the consent of a majority of all parties.
- (7) Parties shall assure continuity of water service to "supplied" parties if the "supplying" party has no further need for the shared well system. ("Supplied" parties normally should assume all costs for their continuing water supply.)
- (8) Parties shall prohibit well water usage by any party for other than bona fide domestic purposes.
- (9) Parties Shall prohibit connection of any additional living unit to the shared well system without:
  - a. The consent of all parties.
  - b. Appropriate amendment of the agreement
- (10) Parties shall prohibit any party from locating or relocating any element of an individual sewage disposal system within 50 feet (100 feet for proposed construction) of the shared well.
- (11) Parties shall establish easements for all elements of the system, assuring access and necessary working space for system operation, maintenance, replacement, improvement, inspection, and testing.
- (12) No party may install landscaping or improvements that will impair use of the easements.

me @ Jkc

(13) ~~Shall specify that~~ any removal and replacement of preexisting site improvements, necessary for system operation, maintenance, replacement, improvement, inspection or testing, will be at the cost of their owner, except that costs to remove and replace common boundary fencing or walls shall be shared equally between or among parties.

me @ Jkc

(14) ~~Shall~~ Establish the right of any party to act to correct an emergency situated in the absence on-site of the other parties. An emergency situation shall be defined as failure of any shared portion of the system to deliver water upon demand.

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(15) ~~Shall~~ permit agreement amendment to assure equitable readjustment of shared costs when there may be significant changes in well pump energy rates or the occupancy or use of an involved property.

me @ Jkc

(16) ~~Shall~~ require the consent of a majority of all parties upon cost sharing, except in emergency situations, before actions are taken for system maintenance, replacement or improvement.

me @ Jkc

(17) ~~Shall require that~~ any necessary replacement or improvement of a system element(s) will at least restore original system performance.

me @ Jkc

(18) ~~Shall specify~~ required cost sharing for:

- (a) The energy supply for the well pump;
- (b) System maintenance including repairs, testing, inspection and disinfection;
- (c) System component replacement due to wear, obsolescence, incrustation or corrosion; and
- (d) System improvement to increase the service life of material or component, to restore well yield, or to provide necessary system protection.

me @ Jkc

(19) ~~Shall specify that~~ no party shall be responsible for unilaterally incurred shared well debts of another party, except for correction of emergency situation. Emergency situation correction costs shall be equally shared.

me @ Jkc

(20) ~~Shall require that~~ <sup>each</sup> party be responsible for:

- (a) Prompt repair of any detected leak in his water service line or plumbing system;
- (b) Repair costs to correct system damage caused by a resident or quest of his property;

Continued on Exhibit A attached

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

John L. Condit  
Hickory L. Condit  
Second Parties

John L. Condit  
Hickory L. Condit  
First Parties  
First  
Nancy M. Condit  
Donald B. Condit  
Second Parties  
First

## Exhibit A

- (c) Necessary repair or replacement of the service line connecting the system to his dwelling.
- (21) Equal sharing of repair costs for system damage caused by persons other than a resident or guest at a property sharing the well.
- (22) Equal sharing of costs for abandoning all or part of the shared system so that contamination of ground water or other hazards will be avoided.
- (23) Prompt collection from all parties and prompt payment of system operation, maintenance, replacement, or improvement costs.
- (24) The recorded agreement may not be amended during the term of a Federally insured or guaranteed mortgage on any property served,
- (25) Binding Arbitration of any dispute or impasse between parties with regard to the system or terms of agreement. Binding arbitration shall be through the American Arbitration Association or a similar body and may be initiated at any time by any party to the agreement. Arbitration costs shall be equally shared by parties to the agreement.

John C. Condit

Don Condit

Kathryn L. Condit  
Nancy Condit

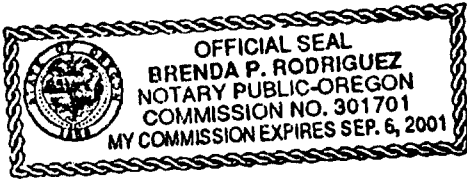
STATE OF OREGON )  
 ) ss  
County of Klamath )

*John C. Condit and  
Kathryn L. Condit  
Donald B. Condit and Nancy M. Condit*

Personally appeared the above named  
John C. Condit and Kathryn L. Condit first parties and  
John C. Condit and Kathryn L. Condit second parties, and acknowledged the  
foregoing instrument to be their voluntary act and deed.

Before me:

*Brenda P. Rodriguez*  
Notary Public for Oregon



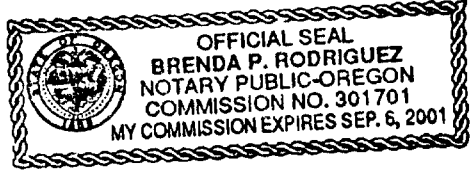
*Cynthia L. Sperry  
Michael W. Black  
Satrisha S. Black*

STATE OF OREGON )  
 ) ss  
County of Klamath )

*John C. Condit and  
Kathryn L. Condit  
Donald B. Condit and Nancy M. Condit*

Personally appeared the above named  
John C. Condit and Nancy M. Condit first parties and  
John C. Condit + Kathryn L. Condit second parties, and acknowledged the  
foregoing instrument to be their voluntary act and deed.

Before me: *Brenda P. Rodriguez*  
Notary Public for Oregon



State of Oregon, County of Klamath  
Recorded 05/18/00, at 11:28 a. m.  
In Vol. M00 Page 18085  
**Linda Smith,**  
County Clerk Fee \$ 5.00