

MT 80789-LW

THIS SPACE F

2008-010858

Klamath County, Oregon



00050696200800108580020022

07/31/2008 11:30:06 AM

Fee: \$26.00

After recording return to:  
AYRES ROCK LLC, A NEVADA LIMITED  
LIABILITY COMPANY  
765 W OREGON AVE  
Klamath Falls, OR 97601

Until a change is requested all tax statements  
shall be sent to the following address:

AYRES ROCK LLC, A NEVADA LIMITED  
LIABILITY COMPANY  
765 W OREGON AVE  
Klamath Falls, OR 97601

Escrow No. MT80789-LW  
Title No. 0080789  
SWD

### STATUTORY WARRANTY DEED

**DAN H. RENNE**, Grantor(s) hereby convey and warrant to **AYRES ROCK LLC, NEVADA LIMITED LIABILITY COMPANY**, Grantee(s) the following described real property in the County of **KLAMATH** and State of Oregon free of encumbrances except as specifically set forth herein:

Parcel 2 of Land Partition 61-07, replat of Parcel 2 of Land Partition 58-04, situated in the East 1/2 of Sections 19 and 30, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

The above-described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those shown below, if any:

**2008-2009 Real Property Taxes a lien not yet due and payable.**

The true and actual consideration for this conveyance is **\$205,000.00**.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

Dated this 28 day of July 2008

DAN H. RENNE

State of Oregon  
County of KLAMATH

This instrument was acknowledged before me on July 28, 2008 by DAN H. RENNE.



(Notary Public for Oregon)

My commission expires 11/20/2011

26Amt

# Shared Well Water Usage Agreement

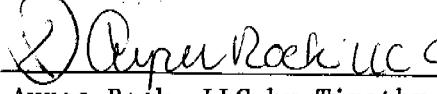
This agreement is entered into and made a part of the deed of the property sold to Timothy Ayres, Ayres Rock, LLC by Dan Renne described as:

Parcel 2 of Land Partition # 61-07, replat of Parcel 2 of Land Partition 58-04 situated in the East 1/2 of Sections 19 and 30, Township 35 South, Range 7, East of the Willamette Meridian, Klamath County, Oregon

- 1.) Domestic water from a well owned by Dan Renne, but located on Jim Galleher property, will be provided to Ed Bischofberger.
- 2.) Said agreement shall be perpetual and run with the ownerships of the above stated property.
- 3.) The shared well water will be used for bonafied domestic purposes only.
- 4.) This agreement shall permit water sampling and testing by a responsible local authority at anytime at the request of either party. Furthermore this agreement requires that corrective measures be implemented if testing reveals a significant quality deficiency.
- 5.) No additional living units on the above-described property will be connected to well water supply.
- 6.) Owner of well will not expand his use of well to the extent of causing an in adequate supply of domestic water to said property described above.
- 7.) Should repair, maintenance, replacement or inspection be necessary, each water user will bear their own cost equally based on the current number of users.
- 8.) Should an emergency situation arise in which the owner of the well is not available, the other party to this agreement will have the right to correct the emergency. The emergency is defined as a failure of any shared portion of the system to deliver water upon demand.
- 9.) The shared cost may be readjusted when there may be significant changes in well pump energy rates, occupancy, or use of the property.
10. Costs are to be shared equally for maintenance, replacement, or improvement. Any replacement or improvements must restore system to as close to original performance as possible at time of repair.
11. Owner of well shall receive monthly from the above property owner an equally prorated portion of the monthly charge for energy supply to well pump.
12. Each property owner is responsible for prompt repair of any leak in his water service line or plumbing. Each owner is also responsible for any repair cost to correct system damage by a resident or guest at his property. Furthermore each property owned is responsible for necessary repairs or replacement of the service line connecting his property.
13. Should acts of God or nature destroy well, the parties in this agreement will be responsible for drilling their own new wells or seeking an alternate source for water supply.
14. All payments of system operation, maintenance, replacement, or improvement shall be prompt.
15. Owner of well agrees to Cooperate and contribute equally toward any necessary or agreed upon replacement or relocation of supply line running from South Chiloquin Highway thru said property to Modoc Point Road.
16. Should any disputes or impasse between the parties to this agreement arise with regard to the system or terms of this agreement, the prevailing, party will not be held responsible or liable for any legal expenses or court cost.

  
Dan Renne

7-30-08  
Date

  
Ayres Rock, LLC by Timothy Ayres Date

7/31/08 (P)