

After recording return to:

DANIEL LEE HORTON

00106436201100096780040041

08/23/2011 01:31:02 PM

Fee: \$52.00

RESTRICTIVE EASEMENT & COVENANT
Adjacent Property Well System
(Adjacent Property Owners)

The undersigned, being the legal owner(s) of record of all of the real property described in the deed instrument recorded in Klamath County, Oregon as: Klamath County Blk 8 Volume, Page or Official Record number referenced as Exhibit "A" and commonly Lot 3 known as Township 35 South, Range 9 East, Section 23, Tax Lot(s) 3700; and, Exhibit "B" an individual and separate deed instrument recorded in Klamath County, Oregon as: Klamath County Blk 8 Lot 2 Volume, Page or Official Record number and commonly known as Township 35 South, Range 9 East, Section 23, Tax Lot(s) 3600 do hereby make the following deed declaration(s) for the above-described real properties, specifying that the declaration(s) shall constitute covenants to run with all of the land and shall be binding on all persons claiming under such land and that this declaration(s) shall be for the benefit of and limitation upon all future owners of said real properties.

Pursuant to Klamath County Land Development Code, Article 75.010(A) and in the issuance of a shared domestic well. The legal description of the real properties, hereby and further referenced as Subject Parcels that are burdened by this Restrictive Covenant:

I (We) DANIEL LEE HORTON, the undersigned real property owner(s), for ourselves and for our heirs, executors, administrators and assigns, do hereby agree and stipulate to the following conditions:

- (1) Subject Parcels identified in deed instruments as Exhibits "A" & "B" are hereby restricted and are bound/joined together for such period as both properties are served by a single domestic well or until such time a central water supply system recognized by Klamath County and installation of service to one or both properties is installed.
- (2) Subject wells shall not be put to any use which would be detrimental to state or federal clean water law, the well system, or contrary to any law or administrative rule (parties to this Covenant are advised to consult with the Oregon Water Resources Department as to specific use and standards).
- (3) This covenant shall not be modified or terminated except by the express written consent of the owners of the land at the time and the Klamath County Planning Director, as hereafter provided.

Note: A copy of the recorded instrument must be returned to Community Development before permits can be issued.

EXHIBIT A – Legal Description

This document shall be void if a true and accurate copy of the first of two legal deeds is not affixed below.

Klamath Country, Blk 8, Lot 3

Unofficial
Copy

EXHIBIT B – Legal Description

**This document shall be void if a true and accurate copy of the
second of two legal deeds is not affixed below.**

Klamath County, Blk 8, Lot 2

- (4) Upon installation of the shared well all parties agree to provide a Well Log to the Klamath County Planning Director or his/her designee within 90-days or such issuance period provided by state law.

I (We), further agree that failure to comply with any provisions of this covenant shall constitute a violation of this covenant. To facilitate the enforcement of this covenant, any violation of this covenant shall constitute a nuisance and may be enjoined, abated or removed by the Klamath County Planning Director the official Code Enforcement Officer per Klamath County Land Development Code Article 14.030(B); and, as current property owners I (We) provide irrevocable permission to enter and inspect all components related to and hereby recognized by Article 14.080 or this approval/covenant.

KLAMATH COUNTY, a political subdivision of the State of Oregon, shall be considered a party to this covenant and shall have the right, if it so desires, to enforce any or all of the covenant(s) contained herein by judicial or administrative proceeding. This covenant is made pursuant to the provisions of the Klamath County Land Development Code, Article 15.020(B).

Dated this ___ day of _____, 20__.

Daniel Lee Horton
Owner of Record

Owner of Record

Owner of Record

Owner of Record

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared the above names DANIEL LEE HORTON and
acknowledged the foregoing instrument to be his/her voluntary act and deed before me
this 23 day of August, 2011

By Susan Costic

Susan Costic
Notary Public for State of Oregon

My Commission Expires: 2/15/2014



Note: A copy of the recorded instrument must be returned to Community Development before permits can be issued.