

After recording return to:

Jon Goodell

00145956201300134710020027

12/09/2013 11:17:17 AM

Fee: \$42.00

**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: MD3-88662. Volume, Page or Official Record number referenced as Exhibit "A" and commonly known as Township 39 South, Range 10 East, Section 18, Tax Lot(s) 1100; and, Exhibit "B" an individual and separate deed instrument recorded in Klamath County, Oregon as: MD3-5569. Volume, Page or Official Record number and commonly known as Township 39 South, Range 10 East, Section 18, Tax Lot(s) 1200 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 consideration for approval Klamath County, Oregon of Land Use Compatibility Statement No. LUCS 13-0418 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) Jon R. Goodell and M. Damian Goodell, 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.

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.

Owner of Record

By Janine Stuedli

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Revised 12/29/2009