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MTC 55642-TM Vol M01 Page 62217

COVER SHEET FOR RECORDED INSTRUMENT *

01 DEC 5 PM 3:37

The instrument attached hereto is hereby presented for recording, and a summary of its terms is as follows:

1. The name(s) of the transaction(s) embodied therein is/are: WELL MAINTENANCE AGREEMENT
AND GRANT OF EASEMENT

2. The party or parties involved, as described in ORS 205.125(1)(a) and (b) and 205.160, is/are:

CAROLYN A. RAMIREZ

JAMES MICHAEL SWEET, JR. AND DESIREE SWEET

3. The name and address of the person to whom the instrument will be delivered, as provided in ORS 205.180, are: JAMES MICHAEL SWEET, JR.

PO BOX 495

KENO, OR 97627

4. If the attached instrument conveys or contracts to convey fee title to any real estate or is a memorandum of such instrument(s), the true and actual consideration paid for such transfer, as required by ORS 93.030, is:

5. Until a change is requested, all tax statements shall be sent to the following (give name and address):

NO CHANGE

6. If the attached instrument is to be recorded in the county clerk lien record, the information described in ORS 205.125(1)(c) and (e) follows:

* ORS 205 requires this information to be set forth on the first page of any instrument presented to a county clerk for recording. This cover sheet should be completed and attached to an instrument only when the instrument does not contain the required information on its first page. Cover sheet errors do not affect the transaction(s) contained in the instrument. This cover sheet need not be separately signed or acknowledged.

7/14
A:00

62218

**WELL MAINTENANCE AGREEMENT
AND GRANT OF EASEMENT**

This agreement is made this 27th day of November, 2001 between Carolyn A. Ramirez, herein referred to as "Grantor" and JAMES MICHAEL SWEET, JR. AND DESIREE SWEET as "Grantee" AND GEORGE MACKENZIE AS OWNER OF Lot 7, SCENIC VALLEY.

1) Grantor is the owner of property described as Parcel 3 of 1 and Partition 51-95

2) Grantee is the owner of Property described as lot 8 of tract 1332, Scenic Valley, Klamath County, Oregon

3) There is a water well located on the northeast corner of lot 7, adjoining lot 8 and parcel 3 of land partition 51-95, Scenic Valley. It is the intent of the parties hereto that said lots and parcel, shall have equal rights to withdraw water from said well for use on the above described lots and that the owners of each said lot shall pay one-third of the cost of maintaining the said well and well casing, and primary pressure tank located on lot 7 including feedline thereto.

Therefore in consideration of the sum of \$10.00, receipt of which is hereby acknowledged, and subject to the conditions set forth in this instrument:

1) Grantor does hereby grant, sell and convey to Grantee an undivided one-third ownership of the above described well and conveys to grantees the right to take water from said well and to convey such water from the well to Grantee's above-described property by pipe; and

It is mutually covenanted and agreed by the parties on behalf of themselves and their respective heirs, successors, grantees and assigns as follows:

A. Grantees, their heirs, grantees and assigns, shall be solely responsible for the maintenance, repair and replacement of the pump, pipes, and other equipment which serve their said property and shall repair or pay for, at their sole expense, any damage done to Grantor's said premises in such maintenance, repair and replacement, and shall pay one-third of all future costs of maintenance, repair, replacement and improvement of the well casing, and primary pressure tank located on lot 7 including feedline thereto.

B. Grantor, its successors, grantees and assignees, shall be solely responsible for the maintenance, repair and replacement of the pump, pipes and equipment which serve its said property and shall repair or pay for, at its sole expense, any damage done to Grantees' said premises in such maintenance, repair and replacement and shall pay one-third of all future costs of maintenance, repair replacement and improvement of the well and well casing, and primary pressure tank located on lot 7 including feedline thereto.

1
2
3 PROVIDED, however that the parties acknowledge that Grantor intends to sell its said lot
4 and that at the time of sale of its lots, Grantor shall require the purchaser(s) of said lots to sign
5 and record a Grant of Easement and Well Maintenance Agreement containing terms and
6 conditions substantially the same as this Agreement. At such time as Grantor has sold its said
7 lots and the Well Agreements have been recorded, Grantor shall have no further liability for the
8 performance of the Agreement.

9
10 C. The parties interest in the water from said well is limited to supplying water for
11 domestic and irrigation use on the above-described lots.

12
13 D. In the event that any repair or replacement of the well or well casing, or primary
14 pressure tank located on lot 7 including feedline thereto or one or more of the pipes in the well ,
15 the parties expressly agree to cooperate fully in allowing said repair or replacement to be made as
16 soon as the necessary equipment, equipment operator and supplies can be obtained to make such
17 repair or replacement. The parties further agree to pay for or to arrange for the payment of their
18 respective share of the costs of said repair or replacement as soon as is reasonably possible.

19
20 E. In the event that any owner of either of said parcels of land shall at any time hereafter
21 institute any suit, action or proceeding to enforce any of the covenants or agreements herein
22 contained and/or for damages for the breach of the same, the Courts, including Appellate Courts,
23 shall award the prevailing party in such a suit, action or proceeding such sums as it may adjudge
24 reasonable for said disbursements provided by law.

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1 F. This agreement shall bind and inure to each of said parcels of aland and be appurtenant
 2 thereto and run therewith.

3
 4 IN WITNESS WHEREOF, the parties have executed this agreement as of the day and
 5 year first herein written.

6 *James Michael Sweet Jr*
 7 Owner Lot 7

Grantee

8
 9 Grantor

Grantee

10
 11 STATE OF OREGON County of Klamath)ss.

12 Personally appeared the above named JAMES MICHAEL SWEET JR AND DESIREE SWEET
 13 and acknowledged the
 14 foregoing instrument to be their voluntary act and deed.

15
 16 Dated before me this 27 day of November, 2001

17
 18
 19
 20 Notary Public for Oregon

21 My Commission Expires: _____

22
 23
 24 STATE OF OREGON County of Klamath)ss.

25
 26 Personally appeared the above named Carolyn A. Rameriz and acknowledged the
 27 foregoing instrument to be their voluntary act and deed.

28
 29 Dated before me this ____ day of _____, 2001

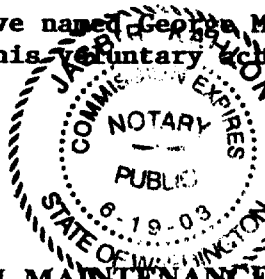
30
 31
 32 Notary Public for Oregon

33 My Commission Expires: _____

34
 State of _____
 County of _____

Personally appeared the above named George Mackenzie and acknowledged the
 foregoing instrument to be his voluntary act and deed.

Dated this ____ day of _____, 2001.



George Mackenzie
 Notary Public for _____

My commission expires 6-19-03

GRANT OF EASEMENT & WELL MAINTENANCE AGREEMENT - Page 3

1 F. This agreement shall bind and inure to each of said parcels of aland and be appurtenant
 2 thereto and run therewith.

3 IN WITNESS WHEREOF, the parties have executed this agreement as of the day and
 4 year first herein written.

5
 6
 7 Owner Lot 7

8 Carolyn A. Rameriz
 9 Grantor

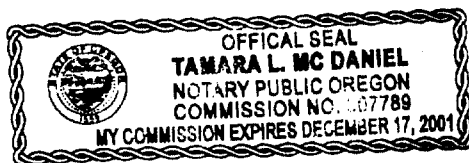
10
 11
 12 Grantor

13
 14
 15 Grantor

16 STATE OF OREGON County of Klamath)ss.

17 Personally appeared the above named JAMES MICHAEL SWEET JR AND DESIREE SWEET
 18 and acknowledged the
 19 foregoing instrument to be their voluntary act and deed.

20 Dated before me this 27 day of November 2001



Tamara L. McDaniel
 Notary Public for Oregon
 My Commission Expires: 12/17/01

STATE OF OREGON County of Klamath)ss.

Personally appeared the above named Carolyn A. Rameriz and acknowledged the
 foregoing instrument to be their voluntary act and deed.

Dated before me this 31st day of December, 2001



Rafe B. Landeros
 Notary Public for Oregon
 My Commission Expires: Sept. 22, 2003

State of
 County of

Personally appeared the above named George Mackenzie and acknowledged the
 foregoing instrument to be his voluntary act and deed.

Dated this _____ day of _____ 2001.

Notary Public for

My commission expires _____

MTC 55642-TM
AGREEMENT TO PROVIDE WATER
SOURCE FOR FIRE PROTECTION USE

62222

Agreement made this 29 day of NOVEMBER, ²⁰⁰¹~~1998~~, between Carolyn Ramirez, Provider, as developer of a subdivision in the Pine Grove area, Klamath County, Oregon, known as Scenic Valley and JAMES MICHAEL AND DESIREE SWEET, who are Buyers of the following described lot in said subdivision (herein referred to as Buyer).

LOT 8 TRACT 1132 - SCENIC VALLEY

RECITALS

Pursuant to requirements of Klamath County Fire District No. 1 (Fire District) Provider has constructed a 10,000 gallon water reservoir on Provider's property located adjacent to the subdivision known as Scenic Valley the sole purpose of which reservoir is to provide to Fire District a water supply for fire suppression to homes and other residential structures constructed on lots in said Scenic Valley subdivision, include structures on the above described lot, which reservoir is served by a commercial well owned by Provider and located on Providers's property.

Buyer desires to purchase and Provider desires to sell to Buyer the above described lot. As part of the consideration for said purchase and sale the Buyer is willing to execute this agreement to pay an annual charge to Provider toward the expenses incurred by Provider in the maintenance and repair of the well, pumps and reservoir hereafter described.

AGREEMENT

In consideration of the foregoing and of the mutual covenants and promises set forth below, the parties agree as follows:

SECTION ONE**62223**

Provider, her successors and assigns, will maintain said reservoir in good condition sufficient to hold and maintain it full of water to its capacity and will equip the reservoir with such fittings and equipment required by Klamath County Fire District No. 1., or its successor, for the sole purpose of providing a water supply for use by fire suppression equipment to extinguish fires in said subdivision on Tract 1332.

SECTION TWO

Provider will use her best efforts to keep said reservoir to full capacity at all times except when reservoir water is being used to extinguish fires. During times when water is being drawn for fire suppression purposes the well and reservoir shall be equipped and maintained so the reservoir water supply can be replenished. In the event that water must be drained from the tank for the purpose of repairing or otherwise servicing the interior of the reservoir the Fire District shall be notified within a reasonable time prior to draining, not less than seven days, so as to enable the Fire District to provide an emergency source of water, including use of Provider's well and pumps.

SECTION THREE

Buyer shall pay to Provider, annually, in advance, the sum of One Hundred Fifty (\$150.00) Dollars to cover costs of maintenance, servicing, inspection and repair of the reservoir, well, pumps and fittings. The first payment shall be made at such time as Buyer shall purchase the above described lot. Said payment shall be in an amount equal to the pro rate of \$150.00 for the remainder of the calendar year. The sum of \$150.00 will be due on or before January 10th of the next ensuing year and on or before the 10th of January each year thereafter for so long as this

agreement is in effect.

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The annual charge for maintenance and repairs shall be adjusted at intervals of approximately five (5) years. The first adjustment shall become applicable on January 10, 2004 and adjustments thereafter on the same date every five (5) years. The annual charge of \$150.00 shall be increased at the end of each five year period to reflect the percentage change from the beginning of the previous five year period to the end of said period in the U.S. City Average Consumer Price Index published by the U.S. Bureau of Labor Statistics or the nearest comparable data on changes in the cost of living if such index is no longer published. Should the cost of living index decrease in any relevant five year period the charge for the previous five year period shall be continued for the next five years.

SECTION FOUR

In the event that all the lots in Scenic Valley Tract 1332 and the improvements thereon become served by a district water supply or other water supply for fire protection that is equivalent or superior to the reservoir and well described herein this agreement will terminate and be of no further force and effect. In the event Provider shall construct or install the substitute water supply the Buyer will continue payment of the maintenance and repair costs as set forth herein.

SECTION FIVE

In the event that Provider is prevented or impeded by law or by any other cause beyond the control of Provider, from lawfully and peacefully performing any obligation described herein, then for such period Provider shall be excused from performance of the obligations prevented or impeded by the causes above described. In the event the reservoir or well is destroyed by causes

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over which Provider has no control, Provider may at Provider's option terminate this agreement by giving owner or owner's successors 30 days notice in writing of termination.

SECTION SIX

The obligations set forth herein shall run with the land and shall be binding on and shall inure to the benefit of the successors, assigns, heirs and personal representatives of the parties. Nothing contained herein shall be construed to convey to Buyer any ownership interest in the reservoir, well or pumps.

SECTION SEVEN

Nothing contained herein shall obligate Provider to furnish, guarantee or assure fire protection to Buyer or promise or guarantee that adequate fire protection will be provided by any fire district or by anyone. Provider may enter into agreements to provide water to other buyers of her lots in the Pine Grove area.

SECTION EIGHT

In the event Provider shall fail to keep the reservoir, well, pumps in good condition and repair as required herein the Buyer, alone or in conjunction with other lot owners in the Scenic Valley Subdivision Tract 1332, may enter upon Provider's premises to make any necessary and reasonable repairs. In such case the Provider shall be obligated to reimburse the owner or owners for the cost of such repair with interest at the legal rate calculated from the date repairs are completed. This remedy shall be in addition to all other remedies afforded in law or equity.

In the event Owner shall fail to pay the annual charge for maintenance and repair when due all overdue amounts shall bear interest at the rate of 2% per month compounded annually

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until the full sum of principal and interest is paid.

In the event that any action is filed in relation to this contract including any action to recover charges for repairs and maintenance the prevailing shall be entitled to receive and recover from any non prevailing party all expenses and reasonable attorney fees incurred by the prevailing party for investigation, preparation for trial, trial, and for all appeals.

SECTION NINE

This agreement shall be governed by, construed and enforced in accordance with the laws of the state of Oregon.

In witness whereof each party to this agreement has caused it to be executed at Klamath Falls, Oregon on the date indicated below.

Dated this 03 rd day of Dec 2001

SEE ATTACHED SIGNATURE PAGE

Buyer

SEE ATTACHED SIGNATURE PAGE

Buyer

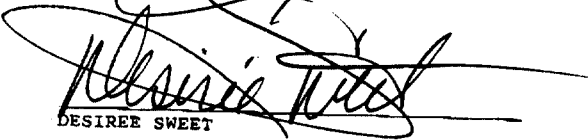
Provider

Carolyn A. Ramsey

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**SIGNATURE PAGE FOR AGREEMENT TO PROVIDE
WATER SOURCE FOR FIRE PROTECTION USE**

BUYERS:


JAMES MICHAEL SWEET, JR.
DESIREE SWEET

State of Oregon, County of Klamath
Recorded 12/05/01 3:37 P m.
Vol M01, Pg 62217-27
Linda Smith, County Clerk
Fee \$ 71.00 # of Pgs 11