

03 DEC 31 AM 10:54



Vol M03 Page 13136

NTC59637-KR

09 MAR 4 AM 11:05

After recording return to:

THOMAS R. COLLOM
5737 DENVER AVENUE
KLAMATH FALLS, OR 97603

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

THOMAS R. COLLOM
5737 DENVER AVENUE
KLAMATH FALLS, OR 97603

Escrow No. MT59637-KR

Return to: *amt*

THIS SPACE RES

State of Oregon, County of Klamath
Recorded 03/04/2003 11:05 a.m.
Vol M03 Pg 13136
Linda Smith, County Clerk
Fee \$ 21.00 # of Pgs 1

STATE OF OREGON)
County of KLAMATH)
I CERTIFY that this is a true and correct
copy of a document in the possession
of the Klamath County Clerk.

Dated: 12/31/03
LINDA SMITH, Klamath County Clerk
By: Julie Romse Deputy



WARRANTY DEED

CAROLYN A. RAMIREZ, Grantor(s) hereby grant, bargain, sell, warrant and convey to:
THOMAS R. COLLOM and KATHLEEN E. COLLOM, as tenants by the entirety, Grantee(s) and
grantee's heirs, successors and assigns the following described real property, free of
encumbrances except as specifically set forth herein in the County of KLAMATH and State
of Oregon, to wit:

Lot 2, Tract 1332 SCENIC VALLEY, according to the official plat thereof on file in
the office of the County Clerk of Klamath County, Oregon.

SUBJECT TO: all those items of record and those apparent upon the land, if any, as of
the date of this deed and those shown below, if any:

and the grantor will warrant and forever defend the said premises and every part and
parcel thereof against the lawful claims and demands of all persons whomsoever, except
those claiming under the above described encumbrances.

The true and actual consideration for this conveyance is \$32,500.00.

THIS INSTRUMENT WILL 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 APPROVED USES AND TO DETERMINE
ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Dated this 27 day of Feb, 2003.

Carolyn A. Ramirez
CAROLYN A. RAMIREZ

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State of Oregon
County of LANE

This instrument was acknowledged before me on Feb. 27, 2003 by CAROLYN A.
RAMIREZ.

Bridgette Howell
(Notary Public for Oregon)

My commission expires Dec 31, 2005



* This document is being re-recorded to add attachment.

State of Oregon, County of Klamath
Recorded 12/31/03 10:54 AM
Vol M03 Pg 94107-12
Linda Smith, County Clerk
Fee \$ 16.00 # of Pgs 6

46 KR
+20NS
64
Hawke
12/31/03

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

Return:
Amerititle

Agreement made this 16th day of December, ²⁰⁰²~~1998~~, between Carolyn Ramirez, Provider, as developer of a subdivision in the Pine Grove area, Klamath County, Oregon, known as Scenic Valley and Tom & Kathleen Collom, who are Buyers of the following described lot in said subdivision (herein referred to as Buyer).

Lot 2 Scenic Valley Tract
1332

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

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.

94110

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

94111

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

until the full sum of principal and interest is paid.

94112

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 16th day of December, 199-2002

Thomas R. Collon
Buyer

Heather E. Collon
Buyer

Carolyn A. Ramirez
Provider