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# RECORDING COVER SHEET

## ALL TRANSACTIONS, PER ORS 205.234

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING. ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF.

NJC-1396-5733

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### AFTER RECORDING RETURN TO

name and address of the person authorized to receive the instrument after recording, as required by ORS 205.180(4) and ORS 205.238.

State of Oregon, County of Klamath

Recorded 02/11/2004 11:04 a m

Vol M04 Pg 8216-22

Linda Smith, County Clerk

Fee \$ 5/00 # of Pgs 7

Amc

1. NAME(S) OF THE TRANSACTION(S), described in the attached instrument and required by ORS 205.234(a).  
Note: Transaction as defined by ORS 205.010 "means any action required or permitted by law to be recorded including, but not limited to, any transfer, encumbrance or release affecting title to or an interest in real property."  
AGREEMENT FOR EASEMENT AND MAINTENANCE  
PURSUANT TO ORS 105.175

2. DIRECT PARTY, name(s) of the person(s) described in ORS 205.125(1)(b) or GRANTOR, as described in ORS 205.160.  
MADELINE CHURCH

AMERITITLE has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

3. INDIRECT PARTY, name(s) of the person(s) described in ORS 205.125(1)(a) or GRANTEE, as described in ORS 205.160.  
CAROLYN RAMIREZ

4. TRUE AND ACTUAL CONSIDERATION PAID for instruments conveying or contracting to convey fee title to any real estate and all memoranda of such instruments, reference ORS 93.030.  
OTHER THAN MONEY

5. UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS for instruments conveying or contracting to convey fee title to any real estate, reference ORS 93.260.  
CAROLYN RAMIREZ  
C?O Sam Ramirez 17 NW Hawthorne Suite 2 Bend Oregon 97701

6. FULL OR PARTIAL SATISFACTION, IF ANY, OF THE LIEN CLAIM CREATED BY THE ORDER or WARRANT, for instruments to be recorded in County Clerk Lien Records, reference ORS 205.125(1)(e).

7. THE AMOUNT OF THE CIVIL PENALTY OR THE AMOUNT, INCLUDING PENALTIES, INTEREST AND OTHER CHARGES, FOR WHICH THE WARRANT, ORDER OR JUDGMENT WAS ISSUED, for instruments to be recorded in County Clerk Lien Records, reference ORS 205.125(1)(c) and ORS 18.325.

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km



Samuel A. Ramirez  
Attorney

08217

DEC 11 2003

December 8, 2003

Neil Buchanan  
Attorney at Law  
435 Oak Avenue  
Klamath Falls, OR 97601

Re: Davis Fire Protection Assessment

Dear Neil:

In response to your letter dated November 4, 2003, the fire protection easement was a requirement before approval of the subdivision was obtained. Each lot sold included an agreement to provide water source for fire protection. This includes your clients' lot. For some reason, the agreement was included in the documents recorded.

I have enclosed another copy of the agreement. The agreement will be recorded. However, even though the agreement was not recorded, the obligation is still valid pursuant to ORS 105.175

If you have any further questions, please feel free to call.

Sincerely,

  
Samuel A. Ramirez

# AGREEMENT TO PROVIDE WATER SOURCE FOR FIRE PROTECTION USE

2001

Agreement made this 23rd day of March, ~~1998~~, between Carolyn Ramirez, Provider, as developer of a subdivision in the Pine Grove area, Klamath County, Oregon, known as Scenic Valley and Madeline Church, who are Buyers of the following described lot in said subdivision (herein referred to as Buyer)

Lot 3 Tract 1332-Scenic Valley, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

## 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.

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

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 20<sup>th</sup> day of MARCH, ~~199~~ XXXX 2001.

Madeline Church  
Buyer Madeline Church

Buyer

Carolyn A. Penning  
Provider