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08/13/2013 02:46:57 PM

Fee: \$62.00

AFTER RECORDING RETURN TO:

THE DIAMOND MEADOWS TRACT #1384
 HOMEOWNERS ASSOCIATION, INC.,
 P.O. Box 1098
 Crescent Lake, Oregon 97733

Returned to Owner

Fred Goetzke

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PRIVATE WATERLINE EXTENSION AND MAINTENANCE AGREEMENT

This agreement made and entered into this 7th day of MAY 2013 by and between Kurt Straube and Karla Straube, a married couple and owners of the real property legally described as PARCEL 2 OF LAND PARTITION PLAT NO. LP29-09 OF KLAMATH COUNTY OREGON PLAT RECORDS ("Lot 1"), Gary McCartney and Angie McCartney, a married couple and owners of the real property legally described as PARCEL 1 OF LAND PARTITION PLAT NO. LP29-09 OF KLAMATH COUNTY OREGON PLAT RECORDS ("Lot 2"), and The Diamond Meadows Tract #1384 Homeowners Association, Inc., an Oregon domestic non-profit corporation (the "HOA") (collectively, the "Parties") in exchange for the mutual promises exchanged herein as set forth below.

PROPERTY DEED #'S: 11-005449 & 11-005450

1. PURPOSE OF AGREEMENT.

The purpose of this Agreement is to establish ownership and perpetual maintenance of the extension of the Diamond Meadows Community Water System to facilitate waterline(s) for Lot 1 and Lot 2.

2. DESCRIPTION OF WATERLINE EXTENSION.

As depicted on **Exhibit A**, attached hereto and incorporated herein by this reference, as further described in Klamath County Planning Commission Final Order No. CUP 25-10, and as further described herein as six (6) inch system (waterline extension connection to fire hydrant and short branch to connect to three (3) inch system (the "6-inch System") and as the three (3) inch system (waterline extension beginning at connection point to 6-inch System and connection to arterial waterline adjacent to HWY 58) (the "3-inch System").

3. DURATION AND NATURE OF AGREEMENT.

This Agreement shall continue in perpetuity. This Agreement is intended to and does attach to and run with the land described as Lot 1 and Lot 2. This Agreement is binding on the undersigned landowners of Lot 1, Lot 2, and the HOA, and all successors and assigns of the Parties. It is the intent of the Parties to this Agreement to create continuing obligations and rights on the part of the current and subsequent owners of Lot 1 and Lot 2 and the HOA. The HOA agrees so long as this Agreement is in effect and the owner of Lot 1 and Lot 2, their successors and assigns, are in compliance with their respective duties and obligations imposed by this Agreement, the HOA shall support and not oppose future the water line extension that is the subject of this Agreement.

4. OWNERSHIP.

a. 6-inch System:

The HOA shall accept ownership and responsibility for the 6-inch System as further described and set forth herein. Ownership of the 6-inch System shall be deemed accepted by HOA upon recording of this Agreement in the real property records of Klamath County, Oregon.

b. 3-inch System

Kurt Straube, Karla Straube, Gary McCartney and Angie McCartney, as owners of Lot 1 and Lot 2, their successors and assigns, shall accept ownership and responsibility for the 3-inch System as further described and set forth herein. Ownership of 3-inch System shall be deemed accepted by Kurt Straube, Karla Straube, Gary McCartney and Angie McCartney, their successors and assigns upon recording of this Agreement in the real property records of Klamath County, Oregon.

5. MAINTENANCE AND TESTING.

The owners of Lot 1 and Lot 2, their successors and assigns, shall be responsible for the repair and maintenance of the 3-inch System to the same standards of maintenance and repair as the rest of the HOA water system. As between those owners, each shall bear fifty percent (50%) of the costs of maintenance and repair of the 3-inch System.

The HOA shall perform testing of 6-inch System and 3-inch System referenced in this Agreement whenever there is a reasonable cause to test and the entire water system is tested. All testing shall be consistent with testing performed on all portions of the water system. The HOA shall bear the expense of all testing performed.

6. NOTICE.

Any notices given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first class mail to the parties at the addresses set forth below or to such other address as any party may designate in writing to the other parties:

If to the HOA:

PO Box 1098
Crescent Lake, OR 97733

If to Kurt and Karla Straube:

95152 Turnbow Lane
Junction City, OR 97448

If to Gary and Angie McCartney:

87313 Chinquapin Loop
Veneta, OR 97487

7. REVISIONS TO AGREEMENT.

Any changes to this Agreement must be mutually agreed to by majority of HOA members, owner of Lot 1 and Lot 2.

8. DEFINITIONS.

Maintenance means any work required to keep the 6-inch System and 3-inch System functioning in accordance with this Agreement and in accordance with HOA conditions, covenants, restrictions, rules or guidelines. This must be done in a manner consistent with other portions of the HOA water system.

Testing means any test or procedure to evaluate and insure the integrity of the 6-inch System and 3-inch System. Any work necessary to repair integrity of system shall be deemed maintenance as defined herein.

In Witness whereof, the Parties executed this Agreement on this 7th day of MAY, 2013.

THE DIAMOND MEADOWS TRACT #1384
HOMEOWNERS ASSOCIATION, INC.,

By:

Douglas Lawnicki
Douglas Lawnicki, President

Kurt Straube
Kurt Straube

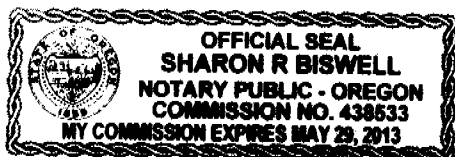
Karla M. Straube
Karla Straube

Gary McCartney
Gary McCartney

Angie McCartney
Angie McCartney

STATE OF OREGON)
)ss.
County of LANE)

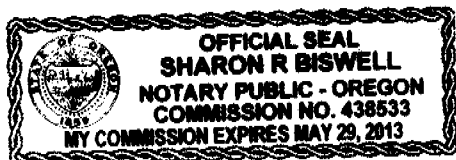
SUBSCRIBED AND SWORN to before me this 7th day of MAY, 2013, by Douglas Lawnicki, President, The Diamond Meadows Tract #1384 Homeowners Association, Inc.



Sharon R. Biswell
Notary Public for Oregon
My Commission expires: May 29, 2013

STATE OF OREGON)
)ss.
County of LANE)

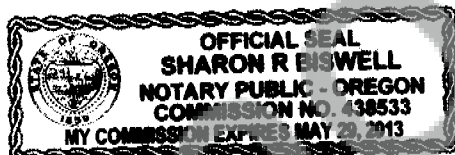
SUBSCRIBED AND SWORN to before me this 22nd day of MAY, 2013, by Kurt Straube and Karla Straube.



Sharon R. Biswell
Notary Public for Oregon
My Commission expires: MAY 29, 2013

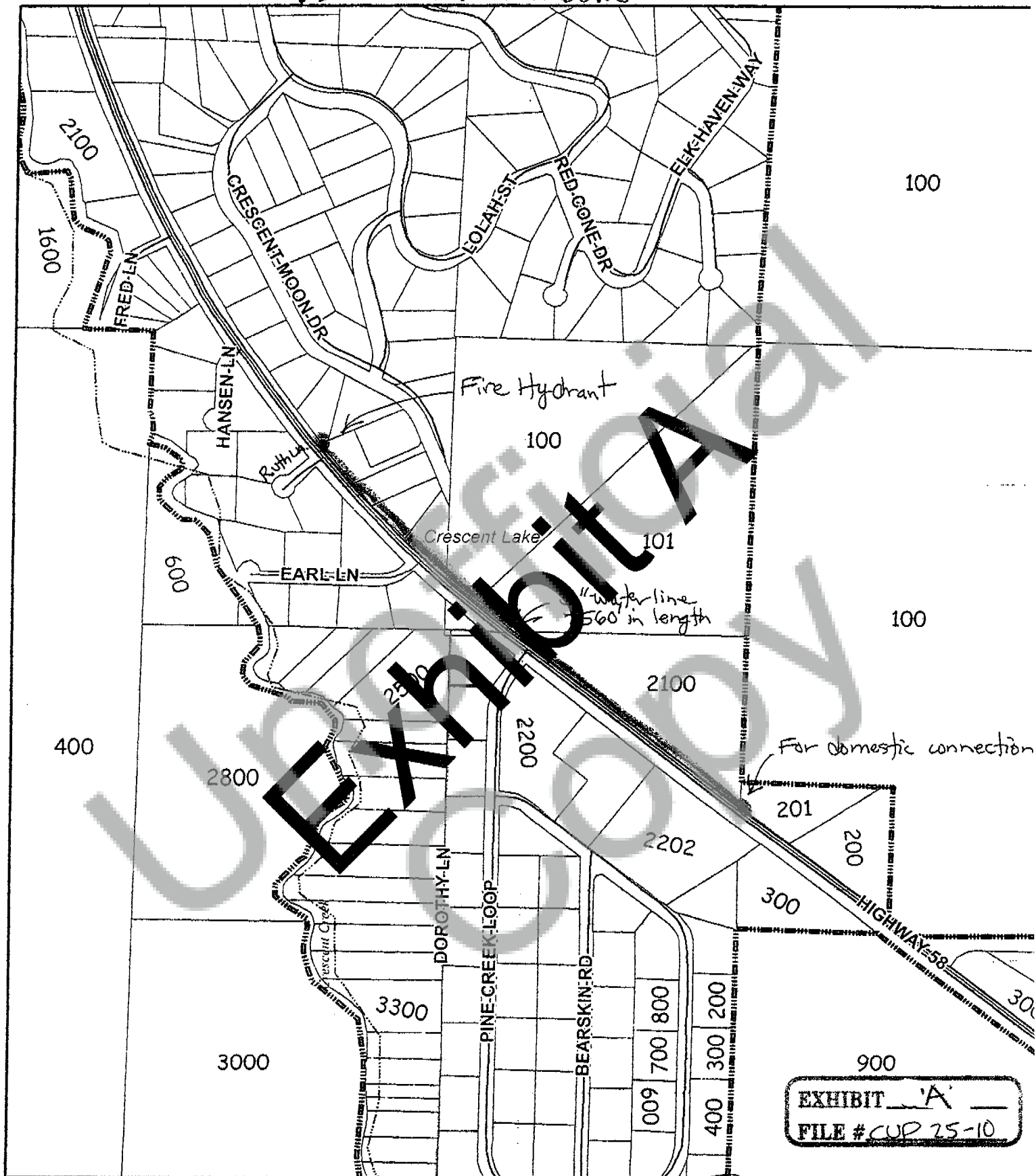
STATE OF OREGON)
)ss.
County of LANE)

SUBSCRIBED AND SWORN to before me this 22nd day of MAY, 2013, by Gary McCartney and Angie McCartney.

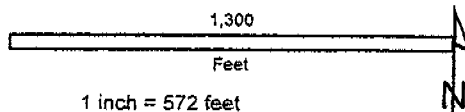


Sharon R. Biswell
Notary Public for Oregon
My Commission expires: MAY 29, 2013

DIAMOND MEADOWS



Klamath County



Date Printed: 7-6-'10

This map is for planning purposes only. This map has been prepared for internal use by Klamath County or its agencies. Accuracy and completeness is not guaranteed to any other agency, public or private.