

Returned at Counter

2018-005627

Klamath County, Oregon



00221916201800056270070071

05/07/2018 12:57:47 PM

Fee: \$72.00

AFTER RECORDING RETURN TO:

Scott D. MacArthur, OSB 892960

Scott D. MacArthur, P.C.

125 S. 6th Street

Klamath Falls, OR 97601

AFFIDAVIT OF MAILING NOTICE OF DEFAULT

STATE OF OREGON)

) ss.


County of Klamath)

I, Scott D. MacArthur, under oath state as follows:

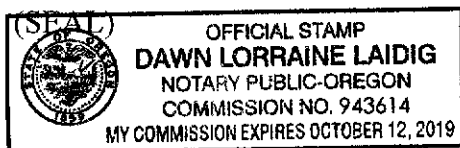
1. Attached as Exhibit "A" is a true and correct copy of Notice of Default pertaining to the contract described therein (Contract)
2. The Contract contains a "forfeiture remedy" as defined by ORS 90.905(2).
3. The Notice of Default was mailed by both first-class and by certified mail with return receipt requested to the following people at the last known addresses indicated:

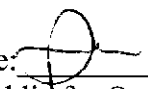
Justin A. Ayers
Ashley E. Ayers
6510 South 6th Street, #4
Klamath Falls, OR 97603

4. Attached as Exhibit "B" is a copy of the Certified Mail Receipt for each of the addresses named in Item 3 above.
5. I make this affidavit as attorney for and on behalf of Pacific Service Corp.


Scott D. MacArthur, OSB 892960
Of Attorneys for Sellers

The foregoing instrument was acknowledged before me this 7th day of May, 2018, by Scott D. MacArthur.



Before me: 
Notary Public for Oregon
My Commission Expires: 10/12/19

NOTICE OF DEFAULT

This Notice of Default is given with respect to the contract described below, which contains a forfeiture remedy pursuant to the provisions of ORS 93.905-93.940.

1. **Description of Contract.** Land Sale Contract (Contract) between Pacific Service Corp., as seller, and Justin A. Ayers and Ashley E. Ayers, as purchasers, which agreement was signed and entered into on December 16, 2015, without a memorandum having been recorded by a county recording officer.

2. **Property.** The property which is subject of the contract covers that certain real property situated in Klamath County, Oregon, and which is more particularly described as follows:

Lot 19, Block 14, KLAMATH FALLS FOREST ESTATES, HIGHWAY 66, Plat 1, Klamath County, Oregon.

3. **Nature of Default.** Pursuant to the Contract, Paragraph 3(b), "Buyer will not be allowed to move onto the property until a legal and proper septic system is installed.

Pursuant to Paragraph 18, failure to perform any obligations contained in the Contract, with reasonable notice from seller specifying the nature of the default will result in a forfeiture.

Letter of February 13, 2018 attached provided reasonable notice to purchasers.

4. **Amount of Default.** Pursuant to the Contract, Paragraph 5.2, Seller has declared the whole unpaid principal balance of said purchase price with interest thereon at once due and payable.

5. **Date Contract will be forfeited.** The Contract will be forfeited if the default is not cured by (60 DAYS FROM TODAY'S DATE.)

6. **How to Cure Default.** The default will be cured if by July 8, 2018, the whole unpaid principal balance of said purchase price with interest thereon is paid.

7. **Name and Address of Attorney for Seller.** Scott D. MacArthur, Scott D. MacArthur, P.C., 125 S. 6th Street, Klamath Falls, OR 97601.

8. **Date Notice Mailed.** This notice is being deposited both first-class and certified mail with return receipt requested on May 7, 2018.



Scott D. MacArthur, OSB 892960
Of Attorneys for Sellers

Exhibit "A"

Scott D. MacArthur, P.C.

125 S. 6th Street • Klamath Falls, OR 97601 • (541) 851-0571 • Fax: (541) 205-6655

February 13, 2018

Justin A. Ayers
Ashley E. Ayers
6510 South 6th Street, #4
Klamath Falls, OR 97603

RE: Purchase of Lot 19, Block 14, KLAMATH FALLS FOREST ESTATES,
HIGHWAY 66, Plat 1 as recorded in Klamath County, Oregon from Pacific Service
Corp.

Mr. & Mrs Ayers:

This is to advise that I have been retained by Pacific Service Corp., regarding your purchase and occupancy of the above described real property in Klamath County, Oregon.

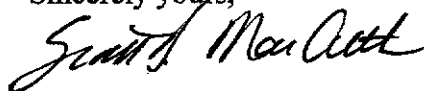
The information provided by Matt Romig and Pacific Service Corp., indicates that you are in violation of your agreement to purchase the property. Pursuant to your agreement, paragraph 3b, Buyer will not be allowed to move on to the property until a legal and proper septic system is installed. In accordance with the letter of November 7, 2017 from Klamath County Code Enforcement you are in violation of paragraph 3b.

I am writing to you at this time to advise you that pursuant to paragraph 18, Pacific Service Corp., has declared you in default and that this letter constitutes "reasonable notice" that Pacific Service Corp., will within sixty (60) days of the date of this letter, if the property is not paid in full, initiate a forfeiture proceeding, and divest you of any interest you may have in the property, pursuant to ORS 93.905 et seq. If forfeiture is commenced, my client will be entitled to the costs of forfeiture, should you thereafter elect to pay the balance in full pursuant to paragraph 6 of the purchase agreement.

I would appreciate your contacting my office directly to provide proof of compliance as required by the contract. Once again, I must advise you, that if final payment as required by the contract is not made within sixty (60) days, that I will begin

forfeiture proceedings.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Scott D. MacArthur", written in a cursive style.

Scott D. MacArthur

SM:sdm

CC: Pacific Service Corp.



KLAMATH COUNTY CODE ENFORCEMENT

305 Main Street, Klamath Falls OR 97601

(541) 883-5121 # 5 or (800) 378-1304

Fax (541) 885-3644

eperry@co.klamath.or.us

November 7, 2017

CODE CASE # 483-17-000977-NVST

PACIFIC SERVICE CORPORATION
63 VIA PICO PLAZA #544
SAN CLEMENTE, CA 92672

RE: R-3711-020D0-04500-000

Hello Matt Romig,

I completed a site visit at the above listed property on October 31, 2017. I spoke to a man named Justin and a female. He kept telling me that he did not need a building permit. They are building a structure at the above listed property. There is no residence (home) or current site plan and no building permits have ever been issued for any structures on this property. Two camp trailers are being used, one of which is in the right of way of the road and must be removed from the right of way.

Building and camping on this property are in violation of the following **Klamath County Land Development Codes**:

Article 14.020 – PROHIBITIONS

No person, firm, corporation or other entity shall locate, construct, maintain, repair, alter, or use a building or other structure or use or transfer land in violation of this Code and other applicable ordinances.

Article 41.020 - APPLICATION

Unless otherwise specified by this code, review of a site plan is required for:

- A. Issuance of a building permit for new construction exclusive of interior remodeling;
- B. Land use decisions involved in making a determination of land use compatibility for any state or federal agency;
- C. The construction, relocation, addition, extension, occupancy or use change of structure;**
- D. Any development, or change of land use; or
- E. Time extension requests.

Article 82 CAMPING

82.010 – PURPOSE

The purpose of this article is to establish standards for camping on private property, which is allowed in all zones, including inside Urban Growth Boundaries.

Camping is the occupancy of private property within a tent, tent-trailer, shelter (not larger than 100 square feet), vehicle, or recreational vehicle not within an authorized/designated camping facility. Camping on public or private property beyond the time limits described in this section is prohibited, except for hunters with a current hunting license during an Oregon Dept. of Fish and Wildlife sanctioned hunting season.

82.020 – STANDARDS

A. Camping on private property is allowed for up to 21 days in any 6-month period. No permit is required for the first 7 days. **A permit is required for any stay between 8 and 21 days and must be posted at the property entrance for the duration of the stay.** A minimum of 14 days is required between camping stays. The total number of days counted is per all contiguous property under the same ownership.

B. Camping is limited to the property owner or those who have written permission from the property owner.

Outside of Urban Growth Boundaries, no more than a total of 2 vehicles, trailers with tow vehicles, or tents and a maximum of 12 people are allowed when a permit is required. Inside Urban Growth Boundaries, no more than 1 vehicle, trailer with tow vehicle or tent and a maximum of 4 people are allowed when a permit is required.

C. Sewage disposal requires the following when a permit is required:

- a. Porta Potty, or Pit Privy (outhouse) which requires a septic evaluation prior to installation.
- b. Gray water disposal sump or recycled gray water.

Where there is a public sewer system, no connection is allowed when camping.

D. If a permit has not been issued and a complaint regarding camping for more than 7 days is received, the number of days counted toward camping will start at day 8 when the complaint is received.

E. RV's and any shelter or tent must meet the basic setbacks of the zone.

F. If garbage or trash accumulates at the site, including in trailers or vehicles, or is left at the site, the County may revoke the camping permit and/or not issue any future camping permits until the site is cleaned up.

All construction must stop immediately. I posted a **STOP WORK AND PERMITS REQUIRED** notification at the site. If a decision is made to continue to improve this property, a site plan must be submitted to Klamath County Planning within **15 days** from the date of this letter to begin the process. A site plan is the first step in this process prior to any construction.

If they decide they are not going to submit the required documents to Klamath County Planning department, all structures must be removed immediately.

All camping must stop at the 21-day limit, which is November 22, 2017, regardless of the decision they make to continue.

Citations for each offense are currently **\$500.00**.

Thank you,


Earl H. Perry

Code Enforcement Officer

Klamath County Oregon

541-851-3670

7015 0640 0001 8547 7836

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com	
KLAMATH FALLS, OR 97603	
Certified Mail Fee	\$3.45
Extra Services & Fees (check box, add fee \$)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$2.75
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.71
Total Postage and Fees	\$6.91
Sent To: Justin A. Ayers, Ashley E. Ayers	
Street and Apt. No., or PO Box No. 6510 South 6th Street, #4	
City, State, ZIP+4® Klamath Falls, OR 97603	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

Exhibit "B"