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1 THIS INDENTURE WITNESSETH, That VIVIAN N. TODD, a single woman, hereinafter
 2 known as Grantor, for and in consideration of the sum of Ten Dollars, to her paid,
 3 has bargained and sold and by these presents does grant, bargain, sell and convey
 4 unto ELDON V. STIVERS and PEGGY M. STIVERS, husband and wife, the following
 5 described premises, situated in Klamath County, Oregon, to-wit:

6 Beginning at the point on the South bank of the artificially constructed
 7 water channel where said South bank intersects the North-South center line of the
 8 NE $\frac{1}{4}$ of Section 3, Twp. 36 S., R. 6, E.W.M., Klamath County, Oregon, said point
 9 being at or near the Northwest corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 3; thence,
 10 continuing on said South and Southwesterly bank of said water channel on courses
 11 and distances consecutively as follows: North 68°20' East 160 feet; thence on
 12 the circumference of a compound curve having a long chord bearing South 72°55'
 13 East 260 feet; thence South 20° East 255 feet; thence South 13°20' East 175 feet
 14 to the North high water line of the Harriman Creek channel; thence, Westerly and
 15 Southwesterly on said North high water line of the Harriman Creek channel to its
 16 intersection with the North-South center line of the NE $\frac{1}{4}$ of Section 3; thence,
 17 North on said North-South center line a distance of 810 feet, more or less, to
 18 the point of beginning.

19 TOGETHER WITH a non-exclusive easement of ingress and egress by water from and to
 20 Harriman Creek on said artificially constructed water channel, said easement to be
 21 appurtenant to and run with said above described real property forever, but re-
 22 serving unto William K. Johnson, his heirs, grantees and assigns, the right to
 23 use said water channel for the benefit of his remaining lands in said Section 3
 24 and the right to further extend, construct and improve said channel to serve his
 25 said lands; and grantees, their heirs and assigns, covenant and agree to use said
 26 water channel in a reasonable manner and so as not to cause undue erosion or wash
 27 of the banks and so as to not to interfere with the use of said channel by said
 28 William K. Johnson, and his said heirs, grantees and assigns.

29 SUBJECT TO: Easements and rights of way of record and those apparent on the
 30 land; Agreement recorded Dec. 19, 1952, in Vol. 258 at page 287 of Klamath County,
 31 Oregon Deed Records as corrected by Agreement recorded Dec. 27, 1955, in Vol. 280
 32 at page 147 of said Deed Records prohibiting the use of said premises for any
 resort or competing commercial use, as more specifically defined in said agree-
 ment for a period of 30 years from the date of said agreement; and also to the
 following building and use restrictions, which grantees, their heirs, grantees
 and assigns covenant and agree to observe and comply with, and which shall run
 with and bind the land herein conveyed for the benefit of lands heretofore con-
 veyed by William K. Johnson and/or Vivian N. Todd in said Sec. 3, Twp. 36 S., R.
 6 E.W.M. to third parties and for the benefit of grantor's and said William K.
 Johnson's remaining lands in Section 3 as follows, to-wit: That the premises
 herein conveyed will be used solely for residence or summer home sites, that no
 buildings except residences or summer homes and the usual and necessary outbuild-
 ings incidental thereto shall ever be erected thereon; that the ground floor of
 each such residence or summer home, exclusive of open porches and garages, shall
 not be less than 400 square feet, that all construction, finish and materials
 shall be of first class quality, that all structures except those finished in
 shingles, shakes or logs shall be painted with at least two coats of paint, var-
 nish or stain, and that external construction of all structures including the
 painting thereof, shall be fully completed within two years from the start of
 construction; that no unlawful, noxious or offensive activity shall be carried
 on upon said premises, nor shall anything be done thereon which may be or may be-
 come an annoyance or nuisance to the neighborhood; that trash, garbage or other
 waste shall not be kept except in sanitary containers; that incinerators or
 other equipment for the storage of disposal of materials shall be kept in a clean
 and sanitary condition, that lavatories and toilets shall be built indoors and
 connected with outside septic tanks and shall be constructed, used and maintained
 in conformity with and so as to comply with all applicable laws and regulations;

GANONG, GANONG,
 & GORDON
 ATTORNEYS AT LAW
 KLAMATH FALLS, ORE.

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1 that all boat landings will be excavated into the premises herein conveyed and
2 that no dock or other structure will be permitted to protrude or encroach upon
3 Harriman Creek or said artificially constructed water channel, and that the fore-
4 going covenants and restrictions shall be incorporated in and made a part of
5 every deed or conveyance hereafter executed for the purpose of conveying these
6 premises or any part thereof; and to real property taxes for 1966-67 tax year
7 which are now a lien but not yet payable.

8 TO HAVE AND TO HOLD the said premises with their appurtenances unto the said
9 Grantees as an estate by the entirety. And the said Grantor does hereby covenant,
10 to and with the said Grantees, and their assigns, that she is the owner in fee
11 simple of said premises; that they are free from all incumbrances, except those
12 above set forth, and that she will warrant and defend the same from all lawful
13 claims whatsoever, except those above set forth.

14 IN WITNESS WHEREOF, She has hereunto set her hand and seal this 15th day of
15 August, 1966.

16 Oregon
17 STATE OF CALIFORNIA)
18 County of Josephine) SS August 15, 1966

19 Personally appeared the within named Vivian N. Todd, a single woman, and
20 acknowledged the foregoing instrument to be her voluntary act and deed.

21 Before me:

22 (SEAL) Bernice E. Elford
23 Notary Public for California
24 Oregon

25 My Commission Expires: MY COMMISSION EXPIRES APRIL 12, 1969

26 STATE OF OREGON; COUNTY OF KLAMATH; ss:

27 Filed for record at request of Klamath County Title Co.
28 this 31 day of August A.D. 1966 at 4:04 o'clock P.M., and
29 duly recorded in Vol. M-66, of Deeds on Page 8802

30 Fee \$3.00

31 DOROTHY ROGERS, County Clerk
32 By Jane Miller

Return to
BANDON, BARNES,
& BOKUN
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