

11202

3808

M-67

1 THIS INDENTURE WITNESSETH, That WILLIAM K. JOHNSON and MABEL M. JOHNSON,
2 husband and wife, hereinafter known as Grantors, for and in consideration of the
3 sum of Ten Dollars to them paid, have bargained and sold and by these presents
4 do grant, bargain, sell and convey unto WILLIAM G. BIELY and MILDRED E. BIELY,
5 husband and wife, the following described premises, situated in Klamath County,
6 Oregon, to-wit:

7 A Tract of Land situated in the NE $\frac{1}{4}$ of Section 3, Twp. 36 S., R. 6
8 E.W.M., Klamath County, Oregon, more particularly described as follows:

9 Beginning at the Northwest corner of the Tract of Land conveyed to
10 Robert A. Scott et ux. by Deed, dated November 6, 1965 and recorded
11 November 22, 1965, in Vol. M65 at page 3934 of Klamath County, Oregon,
12 Deed Records, which said corner is situated on the East Bank of the
13 Artificially Constructed Water Channel; Thence, running on the East Bank
14 of said Water Channel North 20°46' West a distance of 51.53 feet to a point;
15 Thence, continuing along the East Bank of said Water Channel North 80°46'
16 East a distance of 15.30 feet to a point; Thence, continuing along the
17 East Bank of said Water Channel North 20°46' West a distance of 25.00
18 feet to a point; Thence, leaving said Water Channel and running on a
19 straight line, the course of which is approximately North 80°46' East,
20 a distance of 98.69 feet, more or less, to the point where the Center
21 Line of the Private 20 foot wide Roadway, which is more particularly
22 described in the Deed to John L. Gross, et ux., dated October 12, 1966
23 and recorded October 20, 1966 in Vol. M66 at page 10168 of Klamath
24 County, Oregon Deed Records intersects the South Boundary Line of
25 Harriman Park; Thence, running on the Center Line of said Private 20
26 foot wide Roadway South 12°04' East a distance of 72.5 feet, more or
27 less, to the Northeast corner of said Tract of Land conveyed to Robert
28 A. Scott, et ux; Thence, South 80°40' East along the North line of said
29 Scott Tract a distance of 100 feet, more or less, to the Point of
30 Beginning.

31 TOGETHER WITH full right of ingress and egress over the above mentioned
32 presently existing 20 foot wide roadway to the West Side Highway, and
together with an easement for utilities 5 feet in width along the edge
of said roadway; and

TOGETHER WITH a non-exclusive easement of ingress and egress by water
from and to Harriman Creek on said artificially constructed water channel,
but reserving unto Grantors, their heirs and assigns, the right to use
said water channel for the benefit of Grantors' remaining lands in said
Section 3 and the right to further construct and improve said channel to
serve Grantors' said lands.

SUBJECT TO: Easements and rights of way of record and those apparent on
the land, including said roadway hereinbefore mentioned, and subject to
an easement for utilities five feet wide across the premises herein con-
veyed, said easement to be bounded on its Easterly side by the Westerly
line of said Roadway; Reservations in United States Patents; Agreements
relative to the raising and lowering of the waters of Upper Klamath Lake;
Agreement recorded December 19, 1952, in Vol. 258 at page 287 of Klamath
County, Oregon Deed Records, as corrected by Agreement recorded December
27, 1955, in Vol. 280 at page 146 of said Deed Records, prohibiting the
use of said premises for any resort or competing commercial use, as more
specifically defined in said agreement, for a period of 30 years from
the date of said agreement; also to the following building and use re-
strictions, which grantees, their heirs, grantees and assigns, covenant
and agree to observe and comply with, and which shall run with and bind



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the land herein conveyed for the benefit of lands in Sec. 3, Twp. 36 S., R. 6 E.W.M., Klamath County, Oregon, retained by Grantors, and for the benefit of the Tracts in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 3 heretofore conveyed by the Grantors to other purchasers, and for the benefit of each and every part and parcel of said lands, to-wit:

- (1) That said premises will be used solely as a residence or summer home site;
- (2) That said premises shall never be subdivided, nor shall any less portion than the whole thereof ever be sold, leased or conveyed;
- (3) That no building except one residence or summer home, and the usual and necessary outbuildings incidental thereto shall ever be erected thereon; that the ground floor of 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, varnish or stain. External construction of all structures, including the painting thereof, shall be fully completed within two years from the start of said construction;
- (4) That no building shall be erected within 10 feet of any exterior property line;
- (5) 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 become an annoyance or nuisance to the neighborhood;
- (6) That trash, garbage or other waste shall not be kept, except in sanitary containers; that incinerators or other equipment for the storage or disposal of such 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;
- (7) That the boat slip for boat moorage shall not extend more than 10 feet into said Artificially Constructed Water Channel and that Grantees, their heirs and assigns, covenant and agree to use said Water Channel in a reasonable manner and so as not to cause undue erosion or wash of the banks and so as not to interfere with the use of said Channel by the Grantors and their heirs, grantees and assigns, or by other landowners on said Channel;
- (8) That the foregoing covenants and restrictions shall be incorporated in and made a part of every deed or conveyance hereafter executed for the purpose of conveying these premises.

TO HAVE AND TO HOLD the said premises with their appurtenances unto the said Grantees as an estate by the entirety. And the said Grantors do hereby covenant, to and with the said Grantees, and their assigns, that they are the owners in fee simple of said premises; that they are free of all incumbrances, except those above set forth, and that they will warrant and defend the same from all lawful claims whatsoever, except those above set forth.

IN WITNESS WHEREOF, They have hereunto set their hands and seals this 19th day of November, 1966.

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

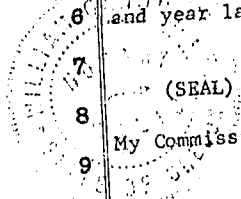
11 *William B. Johnson* (SEAL)
Malet M. Johnson (SEAL)

1 STATE OF OREGON)
County of Klamath) SS

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2 BE IT REMEMBERED, That on this _____ day of November, 1966, before me, the
3 undersigned, a Notary Public in and for said County and State, personally
4 appeared the within named William K. Johnson and Mabel M. Johnson, husband and
5 wife, who are known to me to be the identical persons described in and who exe-
6 cuted the within instrument, and acknowledged to me that they executed the same
7 freely and voluntarily.
8 IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day
9 and year last above written.

William K. Johnson
Notary Public for Oregon



My Commission Expires: *October 3, 1968*

STATE OF OREGON; COUNTY OF KLAMATH; ss:

Filed for record at request of *Canong, Ganong & Gordon*
this *22* day of *May* *1967* at *2:05* o'clock *P.* M., and
duly recorded in Vol. *11-67*, of *Deeds* on Page *3808*
Fee \$*1.50*
By *Dorothy Rogers*
DOROTHY ROGERS, County Clerk

32 Warranty Deed - Page 3.

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