

A-18522

18500

Vol. M-66

6

1 THIS INDENTURE WITNESSETH, That VIVIAN N. VAN DATTA, who was formerly Vivian
2 N. Todd, and JOSEPH D. VAN DATTA, her husband, hereinafter known as Grantors,
3 for and in consideration of the sum of Ten Dollars, to them paid, have bargained
4 and sold and by these presents do grant, bargain, sell and convey unto STEPHEN
5 A. MARTIN and LOUISE A. MARTIN, husband and wife, Grantees, the following
6 described premises, situated in Klamath County, Oregon, to-wit:

7 A tract of land situated in the SE¹/₄ of Section 3, Township 36 South,
8 Range 6 E.W.M., Klamath County, Oregon, more particularly described as follows:

9 Beginning at the most Southwesterly corner of the tract of land conveyed
10 to Charles Joseph Miller by Deed recorded in Volume M66 page 11300 of
11 Klamath County, Oregon Deed Records; thence South 15°29' East a distance of
12 156.9 feet, more or less, to the Northwest corner of the tract of land conveyed
13 to Thomas Bownass et ux. by Deed recorded in Volume 341 page 414 of
14 Klamath County, Oregon Deed Records, said point being located on the center
15 line of a private 20 foot wide roadway, which said roadway is more particularly
16 described in Deed to John L. Gross et ux. recorded in Volume M66 at
17 page 10168 of Klamath County, Oregon Deed Records and which said point is
18 also the Northeast corner of the tract of land conveyed to Harold A. Ricks
19 et ux. by Deed recorded in Volume 336 at page 45 of Klamath County, Oregon
20 Deed Records; thence South 78°29' West along said roadway center line, which
21 said line is also the North line of said Ricks Tract, a distance of 54.2
22 feet, more or less, to the Northwest corner of said Ricks Tract, which said
23 point is also the Northeast corner of the tract of land conveyed to Frank G.
24 Newsom et ux. by Deed recorded in Volume M67 at page 3197 of Klamath County,
25 Oregon Deed Records; thence continuing along said roadway center line, which
26 said line is also the North line of said Newsom Tract, South 81°01' West, a
27 distance of 41 feet, more or less, and North 70°22' West, a distance of 40
28 feet, more or less, to the Northwest corner of said Newsom Tract; thence
29 leaving the center line of said roadway and running South 38°41' West, a
30 distance of 86.7 feet, more or less, along the Westerly line of said Newsom
31 Tract to the Southwest corner of said Newsom Tract, said point being located
32 on the Northerly bank of Harriman Creek at the approximate point where said
creek is intersected by the Easterly bank of the Artificially Constructed
Water Channel; thence running North 26°30' West along the East bank of said
Artificially Constructed Water Channel a distance of 72 feet to a point;
thence leaving said Water Channel and running North 59°47' East, a distance
of 59.6 feet, more or less, to a point on the center line of said private
20 foot wide roadway; thence North 36°14' West along said center line, a
distance of 69.15 feet, more or less, to the Southeasterly corner of the
tract of land conveyed to Terence L. Boyer et ux. by Deed recorded in Vol.
M65 at page 3939 of Klamath County, Oregon Deed Records; thence leaving said
center line and running North 67°08' East to the point of beginning.

TOGETHER WITH full right of ingress and egress to and from the West Side
Highway by means of said private 20 foot wide roadway, more particularly
described in said Deed to John L. Gross et ux, recorded in Vol. M66 at
page 10168 of Klamath County, Oregon Deed Records, and together with an ease-
ment 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.

SUBJECT TO: Real property taxes for 1967-68 tax year, which are now a lien
but not yet payable; Easements and rights of way of record and those apparent
on the land, including said roadway hereinbefore mentioned, and subject to
two easements for utilities each of said easements being five feet wide and
one such easement running across the premises herein conveyed on each side
of said private 20 foot wide roadway; reservations in United States Patents;

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

Warranty Deed - Page 1.

36

5596

1 Agreements relative to the raising and lowering of the waters of Upper
2 Klamath Lake; Agreement recorded Dec. 19, 1952, in Vol. 258 at page 287 of
3 Klamath County, Oregon Deed Records, as corrected by Agreement recorded
4 Dec. 27, 1955, in Vol. 280 at page 146 of said Deed Records, prohibiting the
5 use of said premises for any resort or competing commercial use, as more
6 specifically defined in said agreement, for a period of 30 years from the
7 date of said agreement; and also to the following building and use restric-
8 tions, which grantees, their heirs, grantees and assigns covenant and agree
9 to observe and comply with, and which shall run with and bind the land here-
10 in conveyed for the benefit of the lands in Sec. 3, Twp. 36 S., R. 6 E.W.M.,
11 retained by the grantors and for the benefit of the tracts in the SE1/4 of
12 said Sec. 3 retained by Grantors or William K. Johnson or heretofore conveyed
13 by Grantors or William K. Johnson to other purchasers, and for the benefit
14 of each and every part and parcel of said lands, to-wit:

15 (1) That said premises will be used solely as a residence or summer homesite;

16 (2) That said premises may be divided into three lots only.

17 (3) That no building, except one residence or summer home and the usual and
18 necessary outbuildings thereto, shall ever be erected on each of said three
19 subdivided lots; that the ground floor of such residence or summer home,
20 exclusive of open porches and garages, shall not be less than 400 square
21 feet; that all construction, finish and materials shall be of first class
22 quality; that all structures, except those finished in shingles, shakes or
23 logs, shall be painted with at least two coats of paint, varnish or stain.
24 External construction of all structures, including the painting thereof,
25 shall be fully completed within two years from the start of said construction;

26 (4) That no building shall be erected within ten feet of any exterior prop-
27 erty line;

28 (5) That no unlawful, noxious or offensive activity shall be carried on upon
29 said premises, nor shall anything be done thereon which may be or may become
30 an annoyance or nuisance to the neighborhood;

31 (6) That trash, garbage or other waste shall not be kept except in sanitary
32 containers; that incinerators or other equipment for the storage or disposal
33 of such materials shall be kept in a clean and sanitary condition; that
34 lavatories and toilets shall be built indoors and connected with outside
35 septic tanks and shall be constructed, used and maintained in conformity
36 with and so as to comply with all applicable laws and regulations;

37 (7) That boat slip for moorage shall be excavated upon the premises herein
38 conveyed and that no dock or other structure will be permitted to protrude
39 or encroach upon said artificially constructed water channel and that
40 grantees, their heirs and assigns, covenant and agree to use said water
41 channel in a reasonable manner and so as not to cause undue erosion or wash
42 of the banks and so as not to interfere with the use of said channel by
43 grantors and their heirs, grantees and assigns, or by other landowners on
44 said channel.

45 (8) That the foregoing covenants and restrictions shall be incorporated in
46 and made a part of every deed or conveyance hereafter executed for the pur-
47 pose of conveying these premises.

48 TO HAVE AND TO HOLD the said premises with their appurtenances unto the
49 said grantees as an estate by the entirety. And the said grantors do hereby
50 covenant, to and with the said grantees, and their assigns, that they are the
51 owners in fee simple of said premises; that they are free from all incumbrances,
52

1 except those above set forth, and that they will warrant and defend the same
2 from all lawful claims whatsoever, except those above set forth.

3 IN WITNESS WHEREOF, They have hereunto set their hands and seals this 21st
4 day of July, 1967.

Joseph D. Van Datta (SEAL)
Vivian N. Van Datta (SEAL)

7 STATE OF CALIFORNIA)
8 County of Los Angeles) SS

9 BE IT REMEMBERED, That on this 21st day of July, 1967, before me, the under-
10 signed, a Notary Public in and for said County and State, personally appeared
11 the within Vivian N. Van Datta, who was formerly Vivian N. Todd, and Joseph D.
12 Van Datta, her husband, who are known to me to be the identical persons described
13 in and who executed the within instrument, and acknowledged to me that they executed
14 the same freely and voluntarily.

15 IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day
16 and year last above written.

(SEAL) E. C. TURRILL
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY

E. C. Turrill
Notary Public for California

17 My Commission Expires: My Commission Expires March 19, 1970

18 STATE OF OREGON, COUNTY OF KLAMATH, OR:

19 Filed for record at request of Klamath County Title Co. ~~on~~
20 this 23 day of August, 1967 at 4:30 P. M. and
21 duly recorded in Vol. M-67, of Deeds on Page 6595

22 Fee \$4.50

DOROTHY ROGERS, County Clerk
By Jane Mear

31 Return
32 Ganong, Ganong & Gordon
538 Main
Klamath Falls, Oregon

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