

1 THIS INDENTURE WITNESSETH, That WILLIAM K. JOHNSON and MABEL M. JOHNSON,
 2 husband and wife, hereinafter known as Grantors, for the consideration hereafter
 3 recited, have bargained and sold and by these presents do grant, bargain, sell
 4 and convey unto DAVE JONES, a single man, the following described premises,
 5 situated in Klamath County, Oregon, to-wit:

6 That portion of Tract A of Harriman Park, Klamath County, Oregon, more
 7 particularly described as follows:

8 Beginning at a point in the Easterly right of way line of Dugout Lane,
 9 which is the Southwest corner of Lot 3 of said Harriman Park and which
 10 is marked with a half inch iron pin; thence South 50°14' West a distance
 11 of 50 feet to the Westerly right of way line of Dugout Lane; thence,
 12 South 39°46' East along said right of way line a distance of 85.5 feet
 13 to a one-half inch pin on the Westerly right of way line of Dugout Lane,
 14 which marks the True Point of Beginning of this description;
 15 Thence, continuing South 39°46' East along the Westerly right of way
 16 line of Dugout Lane a distance of 79.50 feet; thence, North 50°14' East
 17 a distance of 15.88 feet, more or less, to the center line of a private
 18 20 foot wide roadway, which is more particularly described in the Deed
 19 to John L. Gross et ux recorded in Vol. M66 at page 10168 of Klamath
 20 County, Oregon Deed Records; thence, South 12°04' East along the center
 21 line of said private 20 foot wide roadway a distance of 137.63 feet,
 22 more or less, to a point which is North 81°10' East from the point where
 23 the South boundary line of Harriman Park intersects the East bank of the
 24 artificially constructed water channel;
 25 Thence, South 81°10'00" West to said point where the South boundary line
 26 of Harriman Park intersects the East bank of the artificially constructed
 27 water channel; thence, North 39°03'30" West a distance of 87.55 feet,
 28 more or less; thence, continuing along the bank of said water channel
 29 South 68°38' West a distance of 27.00 feet, more or less, to a 5/8 inch
 30 pin; thence, North 34°18' East a distance of 177.70 feet to the point
 31 of beginning.

32 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
 Section 3, Twp. 36 S., R. 6 E.W.M., and the right to further construct
 and improve said channel to serve Grantors' said lands; and

TOGETHER WITH full but non-exclusive right of ingress and egress over
 the above mentioned private 20 foot wide roadway to Dugout Lane, and
 together with an easement for utilities 5 feet in width along the West
 line of said roadway, the East line of said easement being the West
 line of the roadway

SUBJECT TO: Real property taxes for 1968-69, tax year now a lien but not
 yet payable; Easements and rights of way of record and those apparent on
 the land and subject to an easement for utilities five feet wide across
 the premises herein conveyed, the East line of said easement being the
 West right of way line of said private 20 foot wide 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 com-
 peting commercial use, as more specifically defined in said Agreement; and
 also to the following building and use restrictions, which grantee, his

*Return to: Mr. Dave Jones
 Harriman State Park
 Klamath Falls, Oregon*

1 heirs, grantees and assigns covenant and agree to observe and comply
 2 with, and which shall run with and bind the land herein conveyed for
 3 the benefit of lands in Sec. 3, Twp. 36 S., R. 6 E.W.M., Klamath County,
 4 Oregon, retained by Grantors, and for the benefit of the tracts in said
 Section 3 heretofore conveyed by the Grantor, William K. Johnson, to
 other purchasers, and for the benefit of each and every part and parcel
 of said lands, to-wit:

- 5 (1) That said premises will be used solely for residence or summer
 6 home sites;
- 7 (2) That no building except residences or summer homes and the usual
 8 and necessary outbuildings incidental thereto shall ever be
 9 erected thereon; that the ground floor of each such residence or
 10 summer home, exclusive of open porches and garages, shall not be
 11 less than 400 square feet; that all construction, finish and mat-
 12 erials shall be of first class quality; that all structures, ex-
 13 cept those finished in shingles, shakes or logs, shall be painted
 14 with at least two coats of paint, varnish or stain. External con-
 15 struction of all structures, including the painting thereof, shall
 16 be fully completed within two years from the start of said con-
 17 struction;
- 18 (3) That no building shall be erected within 10 feet of any exterior
 19 property line;
- 20 (4) That no unlawful, noxious or offensive activity shall be carried
 21 on upon said premises, nor shall anything be done thereon which
 22 may be or become an annoyance or nuisance to the neighborhood;
- 23 (5) That trash, garbage or other waste shall not be kept, except in
 24 sanitary containers; that incinerators or other equipment, for
 25 the storage or disposal of such materials, shall be kept in a
 26 clean and sanitary condition; that lavatories and toilets shall
 27 be built indoors and connected with outside septic tanks and
 28 shall be constructed, used and maintained in conformity with
 29 and so as to comply with all applicable laws and regulations;
- 30 (6) That the boat slips for boat moorage shall not extend more than
 31 10 feet into said artificially constructed water channel and
 32 that grantee, his heirs, grantees and assigns, covenants and
 agrees to use said water channel in a reasonable manner 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;
- (7) That the foregoing covenants and restrictions shall be incorpor-
 ated in and made a part of every deed and conveyance hereafter
 executed for the purpose of conveying these premises;

The true and actual consideration for this transfer is \$7,500.00.

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

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1 those above set forth.

2 IN WITNESS WHEREOF, They have hereunto set their hands and seals this 15th
3 day of July, 1968.

4 William K. Johnson (SEAL)
William K. Johnson

5 Mabel M. Johnson (SEAL)
Mabel M. Johnson

6
7 STATE OF OREGON)
8 County of Klamath) SS

July 17, 1968

9 Personally appeared the above named William K. Johnson and Mabel M. Johnson,
10 husband and wife, and acknowledged the foregoing instrument to be their volun-
tary act and deed.

Before me:

11 Marguerite E. Ruger
Notary Public for Oregon

12 (SEAL)
13 My Commission Expires:

14 Marguerite E. Ruger
15 Marguerite E. Ruger
16 Notary Public - Oregon
17 My Commission Expires Oct. 26, 1971

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24 STATE OF OREGON,) ss
County of Klamath)

Filed for record at request of

25 Ganong, Ganong, and Gordon

26 on this 19th day of August A. D. 1968

27 at 2:34 PM

28 recorded in Vol. M-68 of Deeds

29 Page 7521

30 DOROTHY ROGERS, County Clerk
31 Dorothy Rogers
32 Fee 4.50

34

Warranty Deed - Page 3.

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