

72678

WARRANTY DEED

Vol. 1787 Page 4838

KNOW ALL MEN BY THESE PRESENTS, That ROSE D. GOSS aka ROSE D. GROSS

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by RAYMOND D. RICKARDS and GAIL H. RICKARDS, husband and wife, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

SEE REVERSE FOR COMPLETE LEGAL DESCRIPTION

SUBJECT TO: Agreement, including the terms and provisions thereof, between Herbert Fleishhacker and May Belle Fleishhacker, husband and wife, and The California Oregon Power Company, a corporation, dated January 24, 1924, recorded February 15, 1934, in V:63, P:460, Deed records of Klamath County, Oregon, relative to the raising and/or lowering of the water of the Upper Klamath Lake between the elevations of 4137 and 4143.3 feet above sea level. 2. Agreement, including the terms and provisions thereof, between Gus G. Johnson and Olive M. Johnson, husband and wife, first parties, and Raymond W. Sykes, second party, dated October 27, 1952, recorded December 19, 1952, in Volume 258, page 287, Deed records of Klamath County, Oregon, and as corrected by agreement between Olive M. Johnson and William K. Johnson, dated November 30, 1955, recorded December 27, 1955, in Volume 280, Page 147, Deed records of Klamath County, as follows:

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever. And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances (CONTINUED ON ATTACHED EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF)

grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances. and that The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 15,000.00

However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which, if the terms between the parties are not applicable, should be deleted. See O.R.S. 12.0100)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 23rd day of March, 1987; if a corporate grantor, it has caused its name to be signed and sealed affixed by its officers, duly authorized thereto by order of its board of directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

ROSE D. GOSS

STATE OF OREGON,

County of Marion ss.  
March 23, 19 87.

Personally appeared the above named

Rose D. Goss and acknowledged the foregoing instrument to be her voluntary act and deed.

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 6-11-89

STATE OF OREGON, County of \_\_\_\_\_ ss.

Personally appeared \_\_\_\_\_

each for himself and not one for the other, did say that the former is the \_\_\_\_\_ who, being duly sworn, president and that the latter is the secretary of \_\_\_\_\_

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Notary Public for Oregon

My commission expires: \_\_\_\_\_

(OFFICIAL SEAL)

(If executed by a corporation, affix corporate seal)

GOSS

GRANTOR'S NAME AND ADDRESS

RICKARDS, et ux

GRANTEE'S NAME AND ADDRESS

After recording return to:  
WILLAMETTE VALLEY TITLE CO.  
P.O. Box 533  
Stayton, Oregon 97383

NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.

RAYMOND D. & GAIL H. RICKARDS  
HARRIMAN PT (HC 34) Box 92  
Klamath Falls, OR 97601

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of \_\_\_\_\_ ss.

I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,

at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book/reel/volume No. \_\_\_\_\_ on page \_\_\_\_\_ or as fee/tile/instrument/microfilm/reception No. \_\_\_\_\_, Record of Deeds of said county.

Witness my hand and seal of County affixed.

NAME

TITLE

By \_\_\_\_\_ Deputy

Escrow #113227-MST

DESCRIPTION

The following described real property situated in Klamath County, Oregon:

PARCEL 1:

A tract of land situated in the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 3, Township 36 South, Range 6 E.W.M., Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the North line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$  which lies South 87°43' West along said North line a distance of 500 feet from the Northeast corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ ; thence, South 2°17' East a distance of 140.0 feet, more or less, to the Northwest corner of that certain tract of land conveyed to Clifford Daniel Miller by deed recorded in Volume M66 page 11211, Deed records of Klamath County, Oregon; thence, South 84°42' East along the North line of said Miller Tract a distance of 75.75 feet, more or less, to the Southwest corner of that certain tract of land conveyed to John L. Gross, et ux by Deed recorded in Volume M66 page 10168, Deed records of Klamath County, Oregon; thence North 2°17' West along the West line of said Gross Tract a distance of 150 feet, more or less, to a point on the North line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ ; thence, South 87°43' West along said North line a distance of 75.0 feet, more or less, to the point of beginning.

PARCEL 2:

A tract of land situated in the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 3, Township 36 South, Range 6 E.W.M., Klamath County, Oregon, more particularly described as follows:

Beginning at the Northeast corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 3, thence, West along the North line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 3 a distance of 350 feet to an iron pin set in concrete and located on said North line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$  and which is a corner of the Tract of land conveyed to C. T. Darley by Deed recorded in Volume 342 page 209, Deed records of Klamath County, Oregon, and which is the true point of beginning of this description; thence, South 2°17' East along the West line of said Tract conveyed to C. T. Darley by said deed recorded in Volume 342 page 209, Deed records of Klamath County, Oregon, a distance of 160 feet, more or less, to a pipe set in concrete; thence, North 84°42' West a distance of 75.75 feet to an iron pin; thence, North 2°17' West a distance of 150 feet to a 3/4 inch iron pipe located on the North line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 3; thence, East on said North line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 3 a distance of 75 feet to the point of beginning.

TOGETHER WITH right of ingress and egress to the West Side Highway over the existing Private 20 foot wide Roadway, as contained in the Deed from Vivian N. Todd to Clifford Daniel Miller, recorded October 21, 1966 in Volume M66 page 11211, Deed records of Klamath County, Oregon.

(exception #2 continued)

1124 "...do hereby covenant and agree on behalf of themselves, their heirs, executors, administrators, grantees and assigns that no resort, store, grocery store, restaurant, cafe, tavern, gas station, garage, hotel, lodge, guest or tourist accommodations, public picnic or camp ground, or public dock, boat house or public fishing or hunting or swimming facilities or riding stables shall be erected upon said parcel two or any part thereof for a period of 30 years from the date hereof, nor shall any such business or businesses be conducted upon said parcel two or any part thereof for said period of 30 years. It is further covenanted and agreed that this agreement shall not be personal to the parties but shall attach to and run with the land and each and every part and parcel thereof, and that the benefit of this agreement shall inure to parcel one and that the burden thereof shall attach to and be borne by said parcel two and each and every part and parcel thereof."

3. Grant of Right of Way, including the terms and provisions thereof, given by Frank E. Fleet and Anna Belle Fleet, husband and wife, to The California Oregon Power Company, a corporation of California, dated October 18, 1955, recorded October 31, 1955 in Volume 278 page 510, Deed records of Klamath County, Oregon. (parcel 2)
4. Grant of Right of Way, including the terms and provisions thereof, given by William K. Johnson and Vivian N. Johnson, husband and wife, to The California Oregon Power Company, a California corporation, dated November 1, 1955, recorded November 8, 1955, in Volume 279 page 97, Deed records of Klamath County, Oregon.
5. Grant of Right of Way, including the terms and provisions thereof, given by William K. Johnson and Vivian N. Johnson, to The California Oregon Power Company, a California corporation, dated August 1, 1960, recorded August 4, 1960, in Volume 323 page 220, Deed records of Klamath County, Oregon. (parcel 2)
6. Easement, including the terms and provisions thereof, given by William K. Johnson and Vivian N. Johnson, husband and wife, to Harold A. Ricks and Dorothy E. Ricks, husband and wife, by deed dated February 21, 1962, recorded March 5, 1962, in Volume 336 page 45, Deed records of Klamath County, Oregon, as follows: "together with full right of ingress and egress to and from the West side Highway by means of said roadway hereinbefore mentioned and together with easements for utilities along the edge of said roadway across adjacent land of grantors said easement to be 5 feet wide." (Parcel 2)
7. Grant of Right of Way, including the terms and provisions thereof, given by William K. Johnson and Vivian N. Johnson to Pacific Power & Light Company, a Maine corporation, dated November 2, 1962, recorded May 13, 1963, in Volume 345 page 201, Deed records of Klamath County, Oregon.
8. Reservations and restrictions contained in deed from William K. Johnson, a single man, to Vivian N. Todd, dated November 2, 1963, recorded November 8, 1963, in Volume 349 page 209, Deed records of Klamath County, Oregon, as follows: "Subject to: said Westside Highway and to easements and rights of way of record and those apparent on the land, including said private roadway and to an easement for utilities 5 feet in width along said private roadway and being bounded on its Northerly side by the Southerly line of said private roadway; ...said also to the following building and use restrictions, which grantee, her heirs, grantees and assigns covenants and agrees to observe and comply with, and which shall run with and bind the land herein conveyed for the benefit of lands heretofore conveyed by grantor and gratee in said Section 3, T. 36 S., R. 6 E.W.M., to third parties and for the benefit of grantor'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 outbuildings 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 constructions, 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, 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 thereof which may be or may become 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 or disposal of materials shall be kept in a clean and sanitary condition; that lavatories and toilets shall be built indoors and connection 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; that all boat landings will be excavated into the premises herein conveyed and that no dock or other structure will be permitted to protrude or encroach upon Harriman Creek or said artificially constructed water channel, and 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 or any part thereof."
9. Reservations and restrictions contained in deed from Vivian N. Todd, a single woman to John L. Gross and Rose D. Gross, husband and wife, dated October 12, 1966, recorded October 20, 1966, in Volume M66 page 10168, Deed records of Klamath County, Oregon. (Parcel 2)
10. Reservations and restrictions in deed from Vivian M. Van Datta, et ux to Albert A. Mitchell and Betty Mae Mitchell, husband and wife, dated October 2, 1968, recorded October 3, 1968, in Volume M68 page 8973, Deed records of Klamath County, Oregon. (Parcel 1)

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Company the 25th day  
 of March A.D., 19 87 at 10:56 o'clock A M., and duly recorded in Vol. M87,  
 of Deeds on Page 4838.

FEE \$22.00

Evelyn Biehn,  
 By Sam Smith County Clerk