

After recording return to:



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02/17/2011 12:15:21 PM

Fee: \$52.00

RESTRICTIVE EASEMENT & COVENANT

Adjacent Property Sanitary (Septic) System (Same Owners)

Pursuant to Oregon Administrative Rules, 340-071-130(11)(b) and 340-071-150(4)(a) and in consideration for approval of Klamath County, Oregon Land Use Compatibility Statement (LUCS) No. NA and the issuance of an On-Site Sanitary System placement permit on property described as Township 35 South, Range 9 East, W.M, Section 23D, Tax Lot (s) 700 & 800; Assessor's Parcel Number(s) (APN) 3509-023D0-00700 & 00800.

The legal description of the real properties, hereby and further referenced as Subject Parcels that are burdened by this Restrictive Covenant:

See Attached Exhibit 'A' & Exhibit 'B'

The common description of the real property, hereby and further referenced as Site Plan Map, and described as:

See Attached Exhibit 'C' -- NA

The undersigned, being the record owner(s) of all of the real property described above and further identified by "Exhibits A, B, & C" attached hereto, do hereby make the following restrictive covenant(s) for the above-described real property, specifying that the covenant(s) shall run with the land and shall be binding on all persons claiming under such land, and that these restrictions shall be for the benefit of and limitation on all future owners of said real property.

I (We), H. J. & CHARLEEN BERGLUND the undersigned real property owner(s), for ourselves and for our heirs, executors, administrators and assigns, do hereby agree and stipulate to the following conditions:

- (1) Subject Parcels are restricted from independent or individual sale and are joined together for such period as the On-Site Sanitary System placement permit is in effect.
- (2) Subject Parcels shall not be put to any use which would be detrimental to the permitted system or contrary to any law (including an administrative rule) applicable to a permitted system.
- (3) This covenant shall not be modified or terminated except by the express written consent of the owners of the land at the time, the State of Oregon and/or by the State's Agent Klamath County Community Development Department, as hereafter provided.

Note: A copy of the recorded instrument must be returned to Community Development before permits can be issued.

I (We), further agree that failure to comply with any provisions of this covenant shall constitute a violation of this covenant. To facilitate the enforcement of this covenant, any violation of this covenant shall constitute a nuisance and may be enjoined, abated or removed by State of Oregon and/or by the State's Agent Klamath County Community Development Department; and, provide irrevocable permission to enter and inspect, including by excavation, the on-site sewage disposal system and all components.

KLAMATH COUNTY, a political subdivision of the State of Oregon, shall be considered a party to this covenant and shall have the right, if it so desires, to enforce any or all of the covenant(s) contained herein by judicial or administrative proceeding. This covenant is made pursuant to the provisions of the Klamath County Land Development Code.

Dated this 17 day of FEB, 2011.

H. Berglund
Owner of Record

H. Berglund

Charleen Berglund
Owner of Record

Charleen Berglund

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared the above names H. Berglund & Charleen Berglund and
acknowledged the foregoing instrument to be his/her voluntary act and deed before me
this 17th day of February 2011.

By _____.



Lisa Kessler
Notary Public for State of Oregon
My Commission Expires: Mar. 13, 2011
3, 13, 2011

EXHIBIT A
(attach copy of legal description)

LOTS 7 AND 8 BLOCK 9 TRACT NO. 1023 KLAMATH COUNTY
ACCORDING TO THE OFFICIAL PLAT THERE OF ON FILE
IN THE OFFICE OF THE CLERK OF KLAMATH COUNTY, OREGON

EXHIBIT B
(attach copy of legal description)

LOT 9 BLOCK 9, TRACT NO. 1023, Klamath County,
According ~~THE~~ TO THE OFFICIAL PLAT THEREOF ON FILE
IN THE OFFICE OF THE CLERK OF Klamath County, Oregon