

After recording return to:

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03/30/2011 09:18:33 AM

Fee: \$57.00

**RESTRICTIVE COVENANT  
Fire Siting Standards**

The undersigned, GERALD T. & ANN J. KREUTZER (insert names) being the owners of record of all of the real property described as follows; R- 3610 - 2300 - 1100 and further identified by "Exhibit A" 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.

In consideration of approval by Klamath County, Oregon of a land use permit to develop on property designated by the Klamath County Assessor's Office as Tax Lot 1100 in Township 36 South, Range 10 East, Section 23, the following restrictive covenant(s) hereafter bind the subject property:

1. All new development shall comply with the following:
  - A. Provide a dependable supply of water adequate for normal daily consumption and peak emergency needs from a source authorized in accordance with Oregon Administrative Rule (OAR) and that any surface water used is not from a Class II stream.
  - B. Provide for and make available a permanent source of water with a capacity of 4000 gallons or more. If a stream, pond, or lake exists within 500 feet of the homesite a road access shall be provided to within 15 feet of the water's edge. Access to water shall be not less than 15 feet wide and shall be an improved and maintained surface with an improved vehicle turning area of sufficient size to accommodate local fire protection equipment.
  - C. Where residences are supplied with individual water systems without a permanent source of water for fire suppression (e.g., fire hydrants), the following standards shall apply:
    - a. At least one 1 inch hydrant standpipe shall be provided at least 50 feet from a building and no greater distance than 10 feet from the driveway with adequate protection from freezing weather.
    - b. Electrical service to a well pump shall not pass through, under, or onto any non-well protecting structure.
2. Road access shall meet the following minimum standards:
  - A. Maximum grade shall not exceed 10 percent.
  - B. Road surface must be a minimum of 20 feet wide with an all weather surface capable of supporting a fire apparatus at 60,000 lbs minimum or as prescribed by the Fire Marshall.

- C. The entire legal access way shall be maintained, at all times, as a fuel break free of brush and other flammable material.
  - D. The length of cul-de-sacs shall not exceed 700 feet and have a right-of-way with a 50 foot radius with an improved vehicle turning area not less than 80 feet in diameter.
  - E. Installation of bridges or culverts shall have a minimum load limit of 40,000 lbs (20 ton) and not be narrower than the improved travel surface serving each end.
3. All structures shall be constructed to the following standards:
- A. Roofing materials shall carry a minimum of Class B rating. In areas of extreme fire hazard rating, Class A rated roof shall be required.
  - B. The siting of a manufactured home shall require fully skirting from the floor-line to the ground-line with vents or openings screened with corrosion-resistant mesh not greater than ¼ inch size.
  - C. All chimneys shall have spark arrest installed with nonflammable, corrosive-resistant material having opening in the mesh no larger than ¼ inch.
4. Property fuel breaks, landscaping and maintenance may be planned in accordance with the following minimum standards:
- A. A Primary Fuel Break shall be created and maintained no less than 30 feet in width extending from the wall line of any structure. Vegetation shall be less than 3 inches high, at all times. All trees within the primary break shall be thinned to 15 feet between tree crowns, and dead limbs near or over-hanging any structure shall be removed at all times.
  - B. A Secondary Fuel Break shall be created and maintained no less than 70 feet wide on the down-slope side of a residence and 35 feet on all other sides. Extend the fuel break to 100 feet on the downhill side where steep slopes or dense vegetation are present. Live trees and shrubbery shall be pruned to reduce the possibility of fire reaching roofs of structures or the crowns of trees. Low-growing plants and grasses shall be maintained to prevent the buildup of flammable fuels.
  - C. Fences shall be constructed of nonflammable materials and maintained to eliminate the buildup of flammable refuse.
5. Home identification signs shall be posted at the nearest county, state or federal road serving the residence; and, constructed of nonflammable materials with letters at least 3 inches high, ½ inch line width; and, with a reflective color that contrasts sharply with the background of both the sign itself and the surrounding vegetation.

This covenant shall not be modified or terminated except by the express written consent of the owners of the land at the time, and the Klamath County Planning Department, as hereafter provided.

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 29<sup>th</sup> day of March, 20 11.

Gerald O Kreutz  
Record Owner

Ann J. Kreutz  
Record Owner

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Record Owner

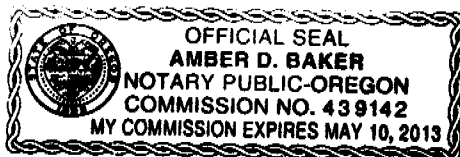
\_\_\_\_\_  
Record Owner

STATE OF OREGON )  
                              ) ss.  
County of Klamath )

Personally appeared the above named persons and acknowledged the foregoing instrument to be his/her voluntary act and deed before me this 29<sup>th</sup> day of March, 20 11.

By Gerald & Ann Kreutz

Amber D. Baker  
Notary Public for State of Oregon



My Commission Expires:

5-10-13

**Note:** A copy of the recorded instrument must be returned to Klamath County Planning Department before development permits can be issued.

KNOW ALL BY THESE PRESENTS, That CLIFFORD J. EMMICH and WINIFRED L. EMMICH, husband and wife, Glendale, California 91208, hereinafter called the grantor, for the consideration hereinafter stated to the grantor paid by EDWARD P. DeLAMERE and DOLORES B. DeLAMERE, husband and wife, P. O. Box 68, Gorman, California 93534 hereinafter called grantees, hereby grants, bargains, sells and conveys unto the said grantees, not as tenants in common but with the right of survivorship, their assigns and the heirs of the survivor of said grantees, all of the following described real property with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, situated in the County of Klamath, State of Oregon, to-wit:

AN UNDIVIDED 1/2 INTEREST:

TOWNSHIP 36 South, Range 10 East, W.M.  
Section 23: Southeast 1/4 of Section 1/4. (40 acres)  
1/4 mile x 1/4 mile)

See Exhibit "A" attached hereto and made a part hereof.

Vendor to hold Vendee harmless of contract Emmich to First National Bank of Oregon.

TO HAVE AND TO HOLD the above described and granted premises unto the said grantees, their assigns and the heirs of such survivor, forever; provided that the grantees herein do not take the title in common but with the right of survivorship, that is, that the fee shall vest absolutely in the survivor of the grantees.

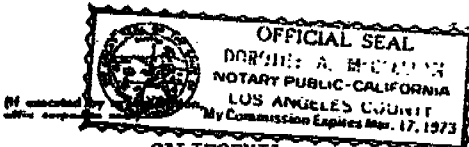
And the grantor above named hereby covenants to and with the above named grantees, their heirs and assigns, that grantor is lawfully seized in fee simple of the above granted premises, that the said premises are free from all encumbrances

and that grantor will warrant and forever defend the above granted 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.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 2,500.00  
However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (as stated in the deed)

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

IN WITNESS WHEREOF, the grantor has executed this instrument on the 5th day of June, 1969; if the grantor is a corporation, it has caused its corporate name to be signed and its corporate seal to be affixed hereunto by its officers duly authorized thereunto by order of its board of directors.



CALIFORNIA  
County of Los Angeles } ss.  
6/5/1969

Personally appeared the above named  
Clifford J. Emmich & Winifred L.  
Emmich and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:  
(OFFICIAL SEAL) *Anthony J. McMillan*  
Notary Public for California  
My commission expires:

STATE OF OREGON, County of } ss.  
19  
Personally appeared and  
who, being duly sworn,  
each for himself and not one for the other, did say that the former is the  
president and that the latter is the  
secretary of

a corporation,  
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.  
Before me:

Notary Public for Oregon  
My commission expires: (OFFICIAL SEAL)

NOTE—The contents between the symbols {}, if not applicable, should be deleted. See Chapter 662, Oregon Laws 1967, as amended by the 1967 Special Session.

## WARRANTY DEED

(SURVIVORSHIP)

CLIFFORD J. EMMICH and  
WINIFRED L. EMMICH  
TO *Taper & H*  
EDWARD P. DeLAMERE and  
DOLORES B. DeLAMERE

STEVENS-RENE LAW FIRM, CO., PORTLAND, ORE

No.

*Stevens-Rene Law Firm*  
93534

## 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 on page. Record of Deeds of said County. Witness my hand and seal of County affixed.

(DON'T USE THIS SPACE RESERVED FOR RECORDING LABEL IN COUNTY WHERE USED.)

Exhibit B-1  
File # AUP 21-01

By

Title.  
Deputy.

## EXHIBIT "A"

Easements, rights of way of record and those apparent on the land and;

Grantor reserves for grantee and for adjoining property owners and their assigns and successors, a 60 ft. wide easement for joint use roadway and all other roadway purposes over and across a 60 ft. wide strip of land laying north of, adjoining, and parallel to the southerly boundary of the N 1/2 of Sec. 23: T 36S, R 10E, W.M. and;

Also over and across a 60 ft. wide strip of land laying North of, adjoining, and parallel to the southerly boundary of NW 1/4 of Sec. 24: T 36S, R 10E, W.M. and;

Also over and across a 60 ft. wide strip of land laying east of, adjoining, and parallel to the westerly boundary of NW 1/4 of Sec. 23: T 36S, R 10E, W.M. and;

Also over and across a 60 ft. wide strip of land laying north of, adjoining, and parallel to the southerly boundary of E 1/2 of SW 1/4 of Sec. 23: T 36S, R 10E, W.M. and;

Also over and across a 60 ft. wide strip of land laying north of, adjoining, and parallel to the southerly boundary of Sec. 14: T 36S, R 10 E., W.M. and;

Also over and across a 60 ft. wide strip of land laying north of, adjoining, and parallel to the southerly boundary of SE 1/4 of Sec. 15: T 36S, R 10E, W.M. and;

Also over and across a 60 ft. wide strip of land laying east of, adjoining, and parallel to the westerly boundary of Lots #13, #20, #21, #28, #29, Sec. 13: T 36S, R 10E, W.M. and;

Also over and across a 60 ft. wide strip of land laying east of, adjoining, and parallel to the westerly boundary of Lots #18, #23, #26, #31, #30, #27, #22, Sec. 14: T 36S, R 10E, W.M. and;

Also over and across a 60 ft. wide strip of land laying north of, adjoining, and parallel to the southerly boundary of Lots #21, #22, #23, #24, Sec. 14: T 36S, R 10E, W.M. and;

Also over and across a 60 ft. wide strip of land laying east of, adjoining, and parallel to the westerly boundary of NE 1/4, Sec. 23: T 36S, R 10E, W.M. and;

Also over and across a 60 ft. wide strip of land laying west of, adjoining, and parallel to the easterly boundary of NW 1/4 of Sec. 24: T 36S, R 10E, W.M., and of the SW 1/4 of Sec. 13: T 36S, R 10E, W.M. and that part of Lot #14, Sec. 13: T 36S, R 10E, W.M. that lays south of Sprague River Highway.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of CLIFFORD J. EMMICH

this 17th day of January A.D. 1975 at 2:25 o'clock P M., and duly recorded in

Vol. M 75 of DEEDS on Page 790

FEE \$ 4.00

WM. D. MILNE, County Clerk

By [Signature] Deputy