



00188829201600069330060064

06/30/2016 01:41:21 PM

Fee: \$67.00

Returned at Counter

After recording, mail to:

Melvin D. Ferguson  
Attorney at Law  
514 Walnut Avenue  
Klamath Falls, OR 97601

---

## RESTRICTIVE COVENANT

This RESTRICTIVE COVENANT is imposed effective July 1, 2016, by GLN Management, Inc. (hereinafter referred to as "Grantor") for the benefit of O'Hair & Riggs Funeral Services, Inc. (hereinafter referred to as "Grantee").

Grantor is the fee title owner of the following described property:

Parcel 1:

Beginning at a point on the Northerly line of Main Street, which is South 89 degrees 18' East a distance of 862.2 feet along the Northerly line of Main Street from the Southeast corner of Block 57, SECOND HOT SPRINGS ADDITION to the City of Klamath Falls, Oregon; thence North 0 degrees 42' East a distance of 254.5 feet, more or less, to a point which is 20 feet distant Southwesterly at right angles from the Southwesterly line of the U.S.R.S. Canal right of way; thence South 68 degrees 52' East and parallel with the Southwesterly line of said canal right of way and 20 feet distance Southwesterly at right angles therefrom a distance of 52.6 feet, more or less, to a point; thence South 0 degrees 42' West a distance of 234.5 feet, more or less to the Northerly line of Main Street; thence North 89 degrees 18' West along the Northerly line of Main Street a distance of 50 feet to the place of beginning, all in WILLIAMS ADDITION to the City of Klamath Falls, Oregon; and beginning at a point on the Northerly line of Main Street, which is South 89 degrees 18' East a distance of 912.2 feet along the Northerly line of Main Street from the Southeast corner of Block 57, SECOND HOT SPRINGS ADDITIONS to the City of Klamath Falls, Oregon; thence North 0 degrees 42' East a distance of 234.5 feet, more or less, to a point which is 20 feet distant Southwesterly at right angles from the Southwesterly line of the U.S.R.S. Canal right of way; thence South 75 degrees 22 1/2' East parallel with the Southwest line of said canal right of way and 20 feet distant Southwesterly at right angles therefrom a distance of 55 feet, more or less to the Northwest corner of that parcel of land deeded to Dr. A. A. Soule, April 24, 1923; thence in a Southerly direction and parallel to Mortimer Avenue, a distance of 214.8 feet more or less, to the Northerly line of Main Street; thence Westerly along the Northerly line of Main Street a distance of 50 feet to the place of beginning, all in Williams Addition.

Parcel 2:

Beginning at a point which is South 89 degrees 19' East a distance of 1062.2 feet, East along the Northerly line of Main Street from the Southeasterly corner of Block 57 of SECOND HOT SPRINGS ADDITION to the City of Klamath Falls, Oregon; thence North 0 degrees 42' East a distance of 191.25 feet to a point which is 20 feet distant Southwesterly at right angles from the Southwesterly line of the U. S. Reclamation Service Main Canal Right of Way; thence in a Northwesterly direction and parallel with the Southwesterly line of said canal right of way and 20 feet distant at right angles therefrom a distance of 101.25 feet, more or less, to a point; thence South 0 degrees 42' West a distance of 214 feet, more or less to the Northerly life of Main Street; thence South 89 degrees 18' East a distance of 100 feet to the place of beginning lying and being in the unplatted portion of Williams Addition to the city of Klamath Falls, Oregon, and in the South half of the Southeast quarter of the Southwest quarter of Section 28, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Parcel 3:

Beginning at a point which is South 89 degrees 18' East a distance of 1067.2 feet along the Northerly line of Main Street from the Southeasterly corner of Block 57 of SECOND HOT SPRINGS ADDITION to the City of Klamath Falls, Oregon; thence North 0 degrees 42' East a distance of 185.75 feet, more or less, to a point which is 20 feet distant Southwesterly at right angles from the Southwesterly line of the U. S. Reclamation Service Main Canal right of way; thence in Northwesterly direction and parallel with the Southwesterly line of said canal right of way and 20 feet distant at right angles therefrom a distance of 5.18 feet to the Northeast corner of that piece of land deeded to Eve Soule by Herbert Lang and Jennie Lang, as recorded in Volume 105 at page 47 of Klamath County Deed Records; thence South 0 degrees 42' West a distance of 187.15 feet, more or less, to a point on the Northerly line of Main Street; thence South 89 degrees 18' East along the Northerly line of Main Street a distance of 5.0 feet to the point of beginning, lying and being in the unplatted portion of Williams Addition to the City of Klamath Falls, Oregon, and in the S 1/2 SE 1/4 SW 1/4 of Section 28, Township 38 South, Range 9 East of the Willamette Meridian.

Subject to:

1. Taxes assessed under Code No. 001 Account No. R374366 Map No. R-3809-028CD-13500-000  
The 2015-2016 Taxes: \$15,294.39  
Balance Due: \$10,196.26, plus interest, unpaid.

2. Taxes assessed under Code No. 001 Account No. P7968 Map No. P-023100  
The 2015-2016 Taxes: \$283.31  
Balance Due: \$188.87, plus interest, unpaid.
3. The rights of the public in and to that portion of the herein described property lying within the limits of public roads, streets or highways.
4. Ordinance #5526 as disclosed in document,  
Recorded: April 25, 1966  
Instrument No.: M66, page 3643
5. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted to: City of Klamath Falls, Oregon  
Recorded: June 19, 1986  
Instrument No.: M86, page 10667
6. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: City of Klamath Falls, Oregon  
Recorded: June 19, 1986  
Instrument No. M86, page 10670
7. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:  
Amount: \$148,632.48  
Trustor/Grantor: GLN Management, Inc., an Oregon Corporation  
Trustee: AmeriTitle  
Beneficiary: Joyce K. Ward  
Dated: January 26, 2001  
Recorded: February 12, 2001  
Instrument No.: M01, page 4194

The beneficial interest under said Deed of Trust was assigned of record to James K. Ward, Michelle Ann Ward and Michael Jason Ward by assignment,  
Recorded: May 27, 2003  
Instrument No.: M03, page 35575

The lien of the above Deed of Trust was subordinated to the lien of the Deed of Trust shown below by instrument,  
Dated: December 23, 2003  
Recorded: January 7, 2004  
Instrument No.: M04, page 00809

8. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:  
Amount: \$365,000.00  
Trustor/Grantor: GLN Management, Inc., an Oregon Corporation  
Trustee: Wells Fargo Financial National Bank  
Beneficiary: Wells Fargo Bank Northwest, National Association  
Dated: December 23, 2003  
Recorded: January 7, 2004  
Instrument No.: M04, page 00817

Assignment of Rents, given in connection with the above Deed of Trust  
Recorded: January 7, 2004  
Instrument No.: M04, page 00830

9. Agreement and the terms and conditions contained therein  
Between Klamath Medical Clinic Building, LLC, an Oregon Limited Liability Company  
And: Klamath Falls MOB, LP a Texas Limited Partnership  
Purpose: Property Boundary Agreement  
Recorded: August 18, 2014  
Instrument No.: 2014-008602

Map Tax Lot: R-3809-028CD-13500-000  
Property ID No.: R374366

This property is more commonly known as 1945 Main Street, Klamath Falls, Oregon and is referred to hereafter as "the Property".

1. In consideration of the covenants, terms, conditions and restrictions set forth in this Restrictive Covenant and other good and valuable consideration, receipt of which is acknowledged, Grantor grants and conveys to Grantee, its successors and assigns forever and in perpetuity, an interest and restrictive covenant in the Property as set forth herein.

2. Restricted Uses: Grantor covenants and agrees that the Property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions:

The above described property shall not be used for or operated as a funeral home, mortuary, undertaking establishment, crematorium, establishment for storing and/or embalming human bodies, establishment for preparing human bodies for burial or cremation, and/or an establishment for performing autopsies. This property further shall not be used as an establishment for displaying or selling funerary goods including but not limited to caskets, urns, liners or other containers for dead human bodies or the cremated remains of dead human bodies, or memorial merchandise. This property shall not be used in any manner to compete

with the business of O'Hair & Riggs Funeral Services, Inc. Further, no tenant or occupant of the Property shall provide said services or sell said goods or equipment. Notwithstanding the above restrictions, Wards Klamath Funeral Home, Inc. shall be allowed to store, own and hold on the Property funeralary goods and equipment of whatever nature owned by Wards Klamath Funeral Home, Inc. on June 30, 2016 until such funeralary goods and equipment have been liquidated by sale. There are no restrictions to whom said funeralary goods and equipment may be sold as part of a liquidation sale. Further, Jason Ward and his family shall be allowed to reside in the upstairs residential apartment on said property until such time as the Property is sold and be employed by a competitor of O'Hair & Riggs Funeral Services, Inc.

3. Terms and Conditions: The restrictions described in this Restrictive Covenant shall continue in perpetuity. This Restrictive Covenant is inheritable and assignable and runs with the land as an incorporeal interest in the Property enforceable by the Grantee, and its successors and assigns, against the Grantor and its successors, and assigns. It is the intent of the Grantor and Grantee that all common law requirements of a restrictive covenant are met in this agreement.

4. Enforcement and Remedies: Grantor grants to Grantee the right to enforce the terms of this Restrictive Covenant. Grantor and Grantee agree that monetary damages would not be an adequate remedy for breach of any of the terms, conditions and restrictions contained in this Restrictive Covenant, and therefore, in the event that the Grantor, its heirs, successors, or assigns violate or breach any such terms, conditions or restrictions contained in this Restrictive Covenant, the Grantee, its successors and any assigns, have all remedies at law and equity to stop the violation or breach of the Restrictive Covenant and to require the restoration of the Property to its prior conditions. The Grantee, its successors, and assigns, by any prior failure to act, does not waive or forfeit the right to take actions as may be necessary to insure compliance with the terms, conditions, and purposes of this Restrictive Covenant.

//

///

///

///

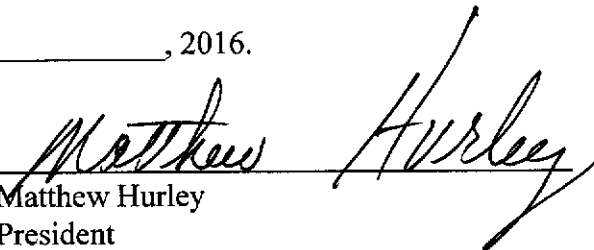
///

///

///

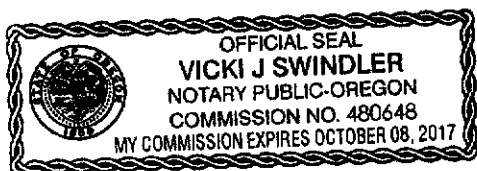
5. Removal: This Restrictive Covenant may be removed only if the Grantee, its successors or assigns executes and records a release of the Restrictive Covenant.

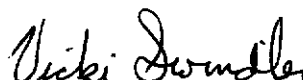
Dated this 28th day of June, 2016.

  
Matthew Hurley  
President  
GLN Management, Inc.

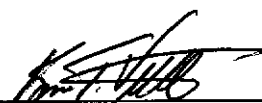
STATE OF OREGON            )  
  ) ss.  
County of Klamath         )

This instrument was acknowledged before me on June 28, 2016, by  
Matthew Hurley as President of GLN Management, Inc.



  
Notary Public - State of Oregon  
My commission expires: 10-8-17

Approved as to form:

  
Kevin Vitelli, Esq.  
Attorney for O'Hair & Riggs Funeral  
Services, Inc.