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04/05/2018 02:16:15 PM

Fee: \$57.00

## After recording return to:

DON D ROMANO  
FISHER NICHOLSON REALTY LLC  
403 MAIN ST  
KLAMATH FALLS, OR 97601

## RESTRICTIVE EASEMENT & COVENANT

### Adjacent Property Sanitary (Septic) System (Same Owner)

This restrictive covenant is in consideration for site plan approval by Klamath County, Oregon for an On-Site Sanitary System Pursuant to Oregon Administrative Rules, 340-071-130(11)(b) and 340-071-150(4)(a) on property described as Assessor's Parcel Number(s) (APN) R-3709 - 01808 - 01200 & R-3709 - 01808 - 01300

R-3709 - 01808 - 01000 & R-3709 - 01808 - 00900

The legal description of the real properties is contained in:

**Attached Exhibit 'A' & Exhibit 'B'**

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

**Attached Exhibit 'C'**

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), BRENT M. BUCHANAN / DANA M. PINE, 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.

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 30 day of March, 20 18.

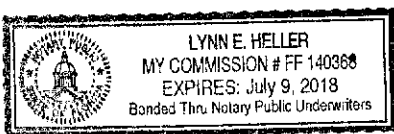
\_\_\_\_\_  
Owner of Record

Dana Pino  
Owner of Record

STATE OF OREGON       )  
                                  ) ss.  
County of Klamath     )

Personally appeared the above names Dana Pino and  
acknowledged the foregoing instrument to be his/her voluntary act and deed before me  
this 30 day of March, 20 18.

By Lynn E. Heller



Lynn E. Heller  
Notary Public ~~for State of Oregon~~


My Commission Expires: 7/9/18

**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.

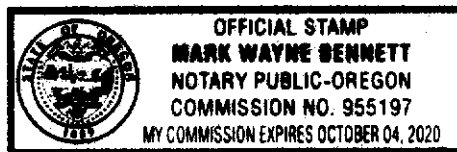
KLAMATH COUNTY, a political subdivision of the State of Oregon, shall be considered a party to this covenant and shall have the right, if it so desires, to enforce any or all of the covenant(s) contained herein by judicial or administrative proceeding. This covenant is made pursuant to the provisions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

Dated this 2 day of April, 2018.

  
Owner of Record

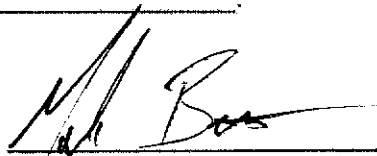
\_\_\_\_\_  
Owner of Record

STATE OF OREGON       )  
                                  ) SS.  
County of Klamath     )



Personally appeared the above names BRENT BUCHANAN and  
acknowledged the foregoing instrument to be his/her voluntary act and deed before me  
this 2<sup>nd</sup> day of APRIL, 2018

By MARK BENNETT

  
Notary Public for State of Oregon

My Commission Expires: 10/4/2020

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

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

*A* **PARCEL 1:**

Lot 40, FIRST ADDITION TO ALGOMA, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

TOGETHER WITH that portion of vacated Simpson Street that attached thereto.

*B* **PARCEL 2:**

A tract of land in Lot 3, Section 18, Township 37 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Northwest corner of Lot 41 of FIRST ADDITION TO ALGOMA; thence South 5° 22' East along the West line of said Lot 41, a distance of 267.7 feet to a point; thence South 84° 38' West 162.7 feet to a point; thence North 32° 46' East 162.7 feet, more or less to the Southerly boundary of the Dalles California Highway; thence North 57° 14' East along the Southerly boundary of said highway a distance of 267.7 feet to the point of beginning.

*C* **PARCEL 3:**

The West 60 feet (as measured along the North and South lines) of the following described property, described as follows:

Beginning at a point North 56° 30' West 525 feet from the Northeast corner of Lot 4, Section 18, Township 37 South, Range 9 East of the Willamette Meridian, Klamath County, State of Oregon; thence South 23° 30' East 321.5 feet; thence North 89° 30' West 385 feet; thence North 7° 45' West 175 feet; thence North 79° 30' East 107 feet; thence North 60° 30' East 200 feet to the place of beginning.

*D* **PARCEL 4:**

All that portion of Government Lot 3 of Section 18, Township 37 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Northwest corner of that certain parcel of land conveyed to Ruth Hagelstein by deed recorded July 26, 1963 in Volume 347, page 16, Deed Records of Klamath County, Oregon; thence Southeasterly along the West line of said parcel to the Southwest corner thereof; thence Easterly along the Southerly line of said parcel a distance of 60 feet; thence Southeasterly parallel to the Westerly line of said parcel extended to a point on the South line of said Government Lot 3; thence Westerly along the South line of said Government Lot 3 to a point on the East line of Lot 39 of FIRST ADDITION TO ALGOMA, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon; thence Northerly along the East line of Lots 39 and 40 of FIRST ADDITION TO ALGOMA to the point of intersection of the East line of Lot 40 of FIRST ADDITION TO ALGOMA and the Northerly line extended of said parcel described in Deed Volume 347, page 16, Deed Records of Klamath County, Oregon; thence Northeasterly along said Northerly line extended to the point of beginning.