

After recording return to:

Klamath County Onsite Department
305 Main St 1st Floor Gov Building
Klamath Falls OR 97601



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12/05/2022 01:51:12 PM

Fee: \$102.00

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 by Klamath County, Oregon and the issuance of an On-Site Sanitary System placement permit on property described as:

Township 39 South, Range 08 East W.M., Section 13DA,

Tax Lots 2400 and 2300.

Assessor Parcel Numbers (APN) R-3908-013DA-02400 and R-3908-013DA-02300.

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'

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), Aaron McKay and Matthew McCarthy, 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 3rd day of December, 2022.

Matthew McCarthy
Owner of Record

Matthew McCarthy

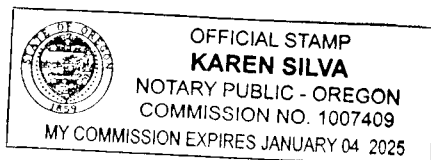
Aaron McKay
Owner of Record

Aaron McKay

STATE OF OREGON)
) ss.
County of Klamath)
 Multnomah

Personally appeared the above names Matthew Mc Carthy and Aaron McKay acknowledged the foregoing instrument to be his/her voluntary act and deed before me this 3rd day of December, 2022.

By Karen Silva.



Karen Silva
Notary Public for State of Oregon

My Commission Expires: 01/04/2025

EXHIBIT A

The West 100 feet of Lots 15 and 16 in Block 24,
West Klamath, according to the official plat
thereof on file in the office of the County
Clerk of Klamath County, Oregon

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CONST PLAN

R-3908-013DA-0406/02300

WEEHAEUSEN RD

