

1. 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. Installation of bridges or culverts shall have a minimum load limit of 40,000 lbs (20 ton) or as prescribed by the Fire District having jurisdiction, whichever is greater, and not be narrower than the improved travel surface serving each end.
2. Property fuel breaks, landscaping and maintenance shall 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 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 structures. Low-growing plants and grasses when irrigation is available 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. Identification signs shall be posted at the nearest county, state or federal road serving the property described in Exhibit A; 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.

This covenant must be signed by all property owners of record, identified in Exhibit A. Failure to secure property owner signatures shall not invalidate this covenant.

Dated this 30 day of Nov, 20 23.

Dana F Petersen  
Record Owner

[Signature]  
Record Owner

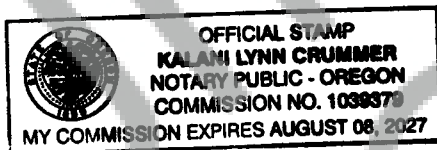
\_\_\_\_\_  
Record Owner

\_\_\_\_\_  
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 30<sup>th</sup> day of November, 20 23.

By Dana F Petersen



Kalani Crummer  
Notary Public for State of Oregon  
My Commission Expires: Aug. 8<sup>th</sup> 2027

**Note:**

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

Exhibit A



After recording return to:  
Dana F. Petersen and Michelle D.  
Michelle  
5950 Abbie Lane  
Gold Hill, OR 97525

Until a change is requested all tax  
statements shall be sent to the  
following address:  
Dana F. Petersen and Michelle D.  
Michelle  
5950 Abbie Lane  
Gold Hill, OR 97525

File No.: 7161-3887641 (EV)  
Date: January 19, 2022

THIS SPACE RESERVED FOR RECORD

2022-002618  
Klamath County, Oregon  
03/02/2022 12:30:01 PM  
Fee: \$87.00

### STATUTORY WARRANTY DEED

Lawrence Roy Jones, Grantor, conveys and warrants to Dana F. Petersen and Michelle D. Petersen Michelle as tenants by the entirety, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

**LEGAL DESCRIPTION:** Real property in the County of Klamath, State of Oregon, described as follows:

All that portion of Government Lot 18 lying South, and all that portion of Government 17 lying South and East of the centerline of the main channel of Wood River in Section 3, Township 33 South Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon.

**NOTE:** This legal description was created prior to January 1, 2008.

**Subject to:**

1. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

The true consideration for this conveyance is \$300,000.00. (Here comply with requirements of ORS 93.030)