RESERVATIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS THAT ALFRED N. ROSETO AND MARY I. ROSETO, husband and wife, do hereby certify that the following reservations, covenants, conditions and easements shall become and are hereby made a part of all conveyances of lots within the plat of "UNITY ESTATES" according to the duly recorded plat thereof in Tillamook County, Oregon, a town plat recorded in Volume 7 at page 99, Records of Townplats for Tillamook County, Oregon.

1. RESIDENTIAL NATURES: No Lot in this subdivision shall be used except for residential purposes and specifically excluded is the conduct of any business whether related to residential use or not. This shall not apply to the developers who may use their lots for a sales office of the display of mobile homes and their accessories of agents of the developers.

2. RESIDENTIAL MOBILE HOMES: ANITY ESTATES subdivision is restricted to residential mobile homes. No structure, basement, tent, shack, garage, barn, or any other building shall be used on any lot at anytime as a residence either temporarily or permanently. No more than one mobile home may be located on any lot at anytime with the exception of a non-occupied camping vehicle.

3. MOBILE HOME LOCATION: No Mobile home shall be located on any lot nearer to the front line than 20 feet. Side yard setbacks are five feet, rear yard setbacks shall be 10 feet.

No carport or accessory building shall be less than four feet from any line or 10 feet from rear lot line, and no less than 20 feet from the front property line.

4. AGE AND SIZE LIMITS: The mobile homes shall be no more than four (4) years of age when first placed in said subdivision and must have a minimum of 500 square feet, exterior dimensions.

5. ROOM ADDITIONS: Any room addition to the mobile home must match the mobile home it is annexing in color, exterior material and proportionate size, also that it resembles a normal expandable unit.

6. OUTHOUSES: One outbuilding may be constructed, i.e. garage, carport, storage building, greenhouse or combination. It shall not exceed 10 feet in height or height of the mobile home, whichever is less. Owners should plant a building a unit which will adequately accommodate cars, tools, hobby, equipment, greenhouse and any other needs they anticipate. Construction and painting must be finished within 60 days after a project is begun. Painting must be of professional quality and must be renewed as needed.
The outbuildings must be of clean, finished construction harmonizing with the home in color, materials and design.

7. RAMADAS: No ramadas (an additional roof covering the home) may be constructed.

8. SKIRTING: HOMES SHALL BE SKIRTED around the perimeter with fire-resistant skirting of commercial or commercial appearing material. The color shall be uniform and shall match or harmonize with the home. The skirting shall be completed within 30 days from date mobile home is installed on any lot in said subdivision and shall be maintained as needed.

The purpose of this section is to prevent the use of poorly suited or flammable skirting material, plywood, siding, masonite, etc., and the use of mismatched or unfinished corrugated roofing or the like.

9. SIGNS: Except as needed by the developer during the construction and sales period, no sign or other advertising device of any character shall be erected on any one lot or building site or maintained upon any part of said property except one sign no larger than 18"x24" advertising the property for sale or rent, or one sign indicating the name and address of the owner or occupant thereof, in no case to be larger than 6"x24".

10. SIGHT DISTANCES AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadway shall be permitted to remain on any corner lot with the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

11. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. TREES, HEDGES AND LAWNS: All trees, hedges, shrubs, flowers or grass growing on a lot shall be maintained and cultivated so that insects, pests and diseases shall not be a menace to other trees, hedges, flowers or lawns of surrounding properties and as that the lot is not detrimental to the neighborhood as a whole.

Power mowers shall not be operated before 9:00 AM or after 9:00 PM. Each lot owner shall be responsible for the maintenance of the non-improved section of dedicated right-of-way adjacent to his property.
13. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for a commercial purpose. The owner of any dog or cat in the tract must keep said dog or cat on a leash or keep him confined in the rear portion of the Lot, or in the dwelling, and no dog or cat shall be allowed to run free on the public thoroughfares or on the front portions of the Lots or on the lawns.

14. FENCES AND WALLS: No fence, hedge, wall or other dividing instrumentality over six feet high shall be constructed or maintained on any Lot or any boundary line of any Lot and no fence, hedge, wall or other dividing instrumentality more than three (3) feet high shall exist on any Lot or at the boundary line of any Lot in the area between the street and the building set back line applicable for Lot.

With the exception that lots whose side yards adjoin farm operations, fences may be extended to the property line on the side bounded by the farm.

19. CLOTHESLINES: No clotheslines, clothesrack, or other apparatus on which clothes, rugs or similar items are exposed for the purposes of drying or airing shall be located on any Lot except in the rear yard area thereof.

20. DAMAGED HOUSES: If a house has been damaged, as by fire or other catastrophe, so as to be unfit for occupancy, it shall be removed from the premises within thirty (30) days of such insurance inspection as may be needed unless exterior repairs are already begun. Exterior repair must be complete within 50 days. Repair materials may not be stored in public view.

NUISANCES

No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood. For example, no mechanical-overhaul work may be done in public view. No inoperable or unused automobiles, wrecked travel trailers, household appliances or similar items which would be unsightly may be stored in public view.

GENERAL PROVISIONS

ENFORCEMENT: The City of Amity City Council and Planning Commission or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, now or hereafter imposed by the provisions of this Declaration. Failure by the City of Amity's City Council or Planning Commission or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SUSPENSIBILITY: Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no wise affect any other provision which shall remain in full
force and effect.

The covenants and restrictions of this Declaration shall run with and
lend the land and shall inure to the benefit of and be enforceable by the
Owner of any lot subject to this Declaration, their
respective legal representatives, heirs, successors and assigns for a term
of twenty (20) years from the date that this Declaration is recorded, however,
the grantors may in their sole discretion at any time within three (3) years
from date of this instrument without the consent of any person however,
alter, change, modify or extinguish these reservations, conditions and
covenants or any or either of them with respect to any particular lot or
lots in any of the blocks covered by this declaration.

It is further agreed and covenanted that no breach of any restriction
contained in this declaration shall of itself work a forfeiture of land
conveyed in fee simple, but any such breach shall give the declarant or any
owner of land in said plat the right to compel performance of these agreements
and to abate and remove at the expense of the then owner or owners of the
property any structure or erection in violations of the same through the court
or courts having jurisdiction in such cases. Invalidation of any one of
these covenants or any part thereof by judgment or Court order shall in no
wise affect any of the other provisions which shall remain in full force and
effect. If any person having a right to enforce these covenants finds it
necessary to bring suit or action to enforce the same, the Court may allow such
person reasonable sum for attorney's fees in such suit or action.

BEKNOW, the said ALFRED N. ROSSETTO and MARY T. ROSSETTO,

In Instrument this 26th day of December, 1969.

By Instrument this day of December, 1969.

[Signature]

STATE OF OREGON

COUNTY OF MULTNOMAH

On this 26th day of December, 1969, before me the undersigned, a Notary Public
in and for said County and State, personally appeared the within Alfred N. Rossetto
and Mary T. Rossetto, husband and wife, known to me to be the identical individuals
referred to and who executed the within instrument, and acknowledged to me that they
were of sound mind, free from��y and voluntarily.

I, ALFRED N. ROSSETTO, have hereunto set my hand and official
mark the day and year last above written.

Notary Public for Oregon
My term expires: June 27, 1972
THE UNDERSIGNED, the owner of the real property now platted as Amity Veterans Addition Subdivision, which plat is recorded in book 7, at Page 44, of Plat Records of Yamhill County, State of Oregon, hereby makes the following (additional) declarations as to limitations, restrictions, and uses to which the lots and/or tracts constituting said subdivision may be put, hereby specifying that said declarations shall constitute covenants running with the land for the benefit of all future owners of properties within said subdivision and thereby binding upon all parties and all persons claiming under the undersigned. For the purpose of keeping said subdivision desirable, uniform, attractive, and suitable in design and use:

No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower, or other structure supporting said outdoor overhead wires shall be erected, placed, or maintained within this subdivision. All owners of lots or tracts within this subdivision, their heirs, successors, and assigns shall use underground service wires to connect their premises and the structures built thereon to the underground electric or telephone utility facilities provided.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this

17th day of September 1969

Alfred N. Rossetto
Mary L. Rossetto

NOTARY FOR CORPORATION

STATE OF OREGON

County of ____________ ss:

On this __________ day of __________, 19__, before me appeared __________, to me personally known, who being duly sworn did say that (he is) (they are) the said __________, of the within-named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said __________ instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this __________ day of __________, 19__. The instrument is in due form and is properly executed.

Notary Public for Oregon
My Commission expires __________

NOTARY FOR INDIVIDUAL OR PARTNERSHIP

STATE OF OREGON

County of ____________ ss:

I, __________, appeared the above-named Alfred N. Rossetto and Mary L. Rossetto and acknowledged the foregoing instrument to be their

return to plat, binding testament.
UNDERGROUND DISTRIBUTION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That ALFRED N. ROSETTO and MARY T. ROSETTO
(husband and wife)

thereafter called “the Grantor,” who her one or more than one, for and in consideration of the payment of the sum of

One hundred dollars ($100.00)

Dollars ($1,000.00), the receipt of which is hereby

acknowledged, hereby grant, sell and convey to Portland General Electric Company, an Oregon corporation,

thereafter called “the Grantee,” whether one or more than one, its successors and assigns, a perpetual easement and

right of way under and across the following described parcel of land situated in Yamhill County,

Oregon, being a strip of land _______ feet in width, extending ______ feet on each side of a center line

more particularly described as follows:

Five feet (5') in width on all sides and rear (interior) lot lines

and ten feet (10') in width around the perimeter of AMITY ESTATES in

Section 20, Township 5 South, Range 4 West, Willamette Meridian, Yamhill County,

Oregon, according to the duly recorded plat thereof, as recorded on Page 44 in

Plat Book No. 7 of Yamhill County, Oregon, Plat Records; provided, however,

that, if any group of lots or residential building tracts or fractions of lots

or residential building tracts shall be developed as a single residential

tract, prior to the application to use of the easement, the said easement shall

thereafter be located on the area within 5 feet of the side and rear lines

of such residential tract.

TO HAVE AND TO HOLD the above described easement and right of way unto the Grantee, its successors and

assigns for the following purposes, namely: the perpetual right to enter upon and to install, maintain, repair, rebuild,

operate and patrol underground electric power lines and appurtenances, and also including, but not limited to, the right

to install surface or sub-surface mounted transformers, surface mounted connection boxes and meter cabinets and also

temporary overhead utility service facilities during construction.

Grantees shall have the right to use the lands subject to the above described easement for all purposes not inconsistent

with the uses and purposes herein set forth, except Grantees shall not build or erect any structure upon the right

of way without the prior written consent of the Grantor.

If the Grantee, its successors and assigns, shall fail to use said right of way for the purposes above mentioned for a

continuous period of five years after installation of said underground electric power lines, then and in that event this

right of way and easement shall terminate and all rights and privileges granted herein shall revert to the Grantors,

their heirs and assigns.

The Grantors hereby warrant that they are possessed of a marketable title to the property covered by this easement,

and have the right to grant the same. The Grantees, for themselves and their heirs and assigns, covenant to and with the Grantee, its successors and assigns, that the Grantee, its successors and assigns, shall peacefully enjoy the rights and privileges herein granted.

IN WITNESS WHEREOF, the Grantees have caused this easement to be executed this 26th day of

December 1969.

Alfred N. Rossetto
(SEAL)

Mary T. Rossetto
(SEAL)

APPROVED AS TO

TERMS AND CONDITIONS

M. McDouglas

DIVISION MANAGER

STATE OF OREGON

County of Multnomah

December 26th 1969

Personally appeared the above named Alfred N. Rossetto and Mary T. Rossetto
(husband and wife)

and acknowledged the foregoing instrument to be their voluntary act. Before me:

T. Smith

Notary Public

My commission expires 6/29/71

W.O. 64647

1960

Notary public

filed. REC'D. 7-10-60

JACK BIRCH, COUNTY CLERK

By: __________________________

DEPUTY
RESERVATIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS THAT ALFRED N. ROSETTI AND MARY H. ROSETTI, husband and wife, do hereby certify that the following reservations, covenants, conditions and easements shall become and are hereby made a part of all conveyances of lots within the plat of "UNITY ESTATES" according to the duly recorded plat thereof in Yamhill County, Oregon, a town plat recorded in Volume 7 at page 444, Records of Townplats for Yamhill County, Oregon.

1. RESIDENTIAL PURPOSES: No Lot in this subdivision shall be used except for residential purposes and specifically excluded is the conduct of any business whether related to residential use or not. This shall not apply to the developers who may use their lots for a sales office of the display of mobile homes and their accessory of agents of the developers.

2. RESIDENTIAL MOBILE HOMES: ANITY ESTATES subdivision is restricted to residential mobile homes. No structure, basement, tent, shack, garage, barn, or any other building shall be used on any lot at any time as a residence either temporarily or permanently. No more than one mobile home may be located on any lot at anytime with the exception of a non-occupied camping vehicle.

3. MOBILE HOME LOCATION: No mobile home shall be located on any lot nearer to the front line than 20 feet. Side yard set backs are five feet. Rear yard set backs shall be 10 feet.

No carport or accessory building shall be less than four feet from any side line or 10 feet from rear lot line, and no less than 20 feet from the front property line.

4. AGE AND SIZE LIMITS: The mobile homes shall be no more than four (4) years of age when first placed in said subdivision and must have a minimum of 500 square feet, exterior dimensions.

5. ROOM ADDITIONS: Any room addition to the mobile home must match the mobile home in color, exterior material and proportionate size, also that it resembles a normal expand a unit.

6. OUTBUILDINGS: One outbuilding may be constructed, i.e. garage, carport, storage building, greenhouse or combination. It shall not exceed 12 feet in height or height of the mobile home, whichever is less. Owners should plant a building a unit which will adequately accommodate tools, tools, equipment, greenhouse and any other needs they anticipate. Construction and painting must be finished within 60 days after a project is begun. Painting must be of professional quality and must be renewed as needed.
The outbuildings must be of clean, finished construction harmonizing with the home in color, materials and design.

7. RAMADAS: No ramadas (an additional roof covering the home) may be constructed.

8. SKIRTING: HOMES SHALL BE SKIRTED around the perimeter with fire-resistant skirting of commercial or commercial appearing material. The color shall be uniform and shall match or harmonize with the home. The skirting shall be completed within 30 days from date mobile home is installed on any lot in said subdivision and shall be maintained as needed.

The purpose of this section is to prevent the use of poorly suited or flammable skirting material, plywood, siding, masonite, etc., and the use of mismatched or unfinished corrugated roofing or the like.

9. SIGNS: Except as needed by the Developer during the construction and sales period, no sign or other advertising device of any character shall be erected on any lot or building site or maintained upon any part of said property except one sign no larger than 10"x24" advertising the property for sale or rent, or one sign indicating the name and address of the owner or occupant thereof, in no case to be larger than 6"x24".

10. SIGHT DISTANCES AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be permitted to remain on any corner lot with the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

11. GARBAGE AND REFUSE DISPOSAL: No lot shall be used as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. TREES, HEDGES AND LAWNS: All trees, hedges, shrubs, flowers or grass growing on a lot shall be maintained and cultivated so that insects, pests and diseases shall not be a menace to other trees, hedges, flowers or lawns of surrounding properties and so that the lot is not detrimental to the neighborhood as a whole.

Power mowers shall not be operated before 9:00 AM or after 9:00 PM. Each lot owner shall be responsible for the maintenance of the non-improved section of dedicated right-of-way adjacent to his property.
13. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for a commercial purpose. The owner of any dog or cat in the tract must keep said dog or cat on a leash or keep him confined in the rear portion of the lot, or in the dwelling, and no dog or cat shall be allowed to run free on the public thoroughfares or on the front portions of the lots or on the lawns.

18. FENCES AND WALLS: No fence, hedge, wall or other dividing instrumentality over six feet high shall be constructed or maintained on any lot or any boundary line of any lot and no fence, hedge, wall or other dividing instrumentality more than three (3) feet high shall exist on any lot or at the boundary line of any lot in the area between the street and the building set back line applicable for lot.

With the exception that lots whose side yards adjoin farm operations, fences may be extended to the property line on the side bounded by the farm.

19. CLOTHESLINES: No clotheslines, clothesracks, or other apparatus on which clothes, rugs or similar items are exposed for the purposes of drying or airing shall be located on any lot except in the rear yard area thereof.

20. DAMAGED HOUSES: If a house has been damaged, as by fire or other catastrophe, so as to be unfit for occupancy, it shall be removed from the premises within thirty (30) days of such insurance inspection as may be needed unless exterior repairs are already begun. Exterior repair must be complete within 60 days. Repair materials may not be stored in public view.

NUISANCES

No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood. For example, no mechanical-overhaul work may be done in public view. No imperable or heated automobiles, wrecked travel trailers, household appliances or similar items which would be unsightly may be stored in public view.

GENERAL PROVISIONS

ENFORCEMENT: The City of Amity City Council and Planning Commission or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, now or hereafter imposed by the provisions of this Declaration. Failure by the City of Amity's City Council or Planning Commission or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SERVABILITY: Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no wise affect any other provision which shall remain in full
force and effect.

The covenants and restrictions of this Declaration shall run with and
bind the land and shall inure to the benefit of and be enforceable by the
grantor, as the owner of any lot subject to this Declaration, their
respective legal representatives, heirs, successors and assigns for a term
of twenty (20) years from the date that this Declaration is recorded, however,
the grantor may in their sole discretion at any time within three (3) years
from date of this instrument without the consent of any person whomever
alter, change, modify or extinguish these reservations, conditions and
coyvents or any or either of them with respect to any particular lot or
lots in any of the blocks covered by this declaration.

It is further agreed and covenanted that no breach of any restriction
contained in this declaration shall of itself work a forfeiture of land
conveyed in fee simple, but any such breach shall give the declarant or any
owner of land in said plat the right to compel performance of these agreements
and to abate and remove at the expense of the then owner or owners of the
property any structure or erections in violation of them through the court
or courts having jurisdiction in such cases. Invalidation of any one of
these covenants or any part thereof by judgment or Court order shall in no
wise affect any of the other provisions which shall remain in full force and
effect. If any person having a right to enforce these covenants finds it
necessary to bring suit or action to enforce the same, the Court may allow such
person reasonable sum for attorney's fees in such suit or action.

BE IT KNOWN, the said ALFRED N. ROSETTO and MARY T. ROSETTO,

This instrument this 24th day of December, 1969.

[Signature]

[Seal]

[Signature]

[Seal]

STATE OF OREGON

COUNTY OF MULTNOMAH

On this 24th day of December, 1969, before me the undersigned, a Notary Public
in and for said County and State, personally appeared the within Alfred N. Rossetto
and Mary T. Rossetto, husband and wife, known to me to be the identical individuals
referred to and who executed the within instrument, and acknowledged to me that they
were of sound mind and memory and voluntarily.

I, J. K. WOOD, have hereunto set my hand and affixed my official
seal of the year last above written.

Notary Public for Oregon
My comm. expires: June 29, 1972
THE UNDERSIGNED, the owner of the real property now platted as "Amity Estates Addition Subdivision", which plat is recorded in Book 7, at Page 44, of Plat Records of Yamhill County, State of Oregon, hereby makes the following (additional) declarations as to limitations, restrictions, and uses to which the lots and/or tracts constituting said subdivision may be put, hereby specifying that said declarations shall constitute covenants running with the land for the benefit of all future owners of properties within said subdivision and thereby binding upon all parties and all persons claiming under the undersigned. For the purpose of keeping said subdivision desirable, uniform, attractive, and suitable in design and use:

No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower, or other structure supporting said outdoor overhead wires shall be erected, placed, or maintained within this subdivision. All owners of lots or tracts within this subdivision, their heirs, successors, and assigns shall use underground service wires to connect their premises and the structures built thereon to the underground electric or telephone utility facilities provided.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 17th day of July, 1969.

Signed:
Alfred M. Rossetto
Mary J. Rossetto

STATES OF OREGON

County of ______ day of ______, 19__, before me appeared ______,

______________

to me personally known, who being duly sworn did say that (he is)(they are) the said ________________________ of the within-named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its board of Directors, and said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal and year first in this, my certificate, written.

______________________________
Notary Public for Oregon
My Commission expires

STATE OF OREGON

County of Yamhill ______

Filed ______, 1969

Certified by Deputy

[Stamp]

Return to Plat File Room
UNDERGROUND DISTRIBUTION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That ALFRED N. ROSSETTO and MARY T. ROSSETTO
(husband and wife)

thereafter called "the Grantor," who her one or more than one, for and in consideration of the payment of the sum of
One hundred dollars ($1.00), the receipt of which is hereby
acknowledged, hereby grant, sell and convey to Postland General Electric Company, an Oregon corporation,

thereafter called "the Grantee," whether one or more than one, its successors and assigns, a perpetual easement and
right of way under and across the following described parcel of land situated in Yamhill County,
Oregon, being a strip of land _______ feet in width, extending _______ feet on each side of a center line
more particularly described as follows:

Five feet (5') in width on all sides and rear (interior) lot lines
and ten feet (10') in width around the perimeter of ANLEY ESTATES in
Section 20, Township 5 South, Range 4 West, Willamette Meridian, Yamhill County,
Oregon, according to the duly recorded plat thereof, as recorded on Page 44 in
Plat Book No. 7 of Yamhill County, Oregon, Plat Records; provided, however,
that, if any group of lots or residential building tracts or fractions of lots
or residential building tracts shall be developed as a single residential
tract, prior to the application to use of the easement, the said easement shall
thereafter be located on the area within 5 feet of the side and rear lines
of such residential tract.

TO HAVE AND TO HOLD the above described easement and right of way unto the Grantee, its successors and as-
signs for the following purposes, namely: the perpetual right to enter upon and to install, maintain, repair, rebuild,
operate and patrol underground electric power lines and appurtenances, and also including, but not limited to, the right
to install surface or subsurface mounted transformers, surface mounted connection boxes and meter cabinets and also
temporary overhead utility service facilities during construction.

Grantees shall have the right to use the lands subject to the above described easement for all purposes not incon-
sistent with the uses and purposes herein set forth, except Grantees shall not build or erect any structure upon the right
of way without the prior written consent of the Grantor.

If the Grantee, its successors and assigns, shall fail to use said right of way for the purposes above mentioned for a
continuous period of five years after installation of said underground electric power lines, then and in that event this
right of way and easement shall terminate and all rights and privileges granted hereunder shall revert to the Grantors,
their heirs and assigns.

The Grantes hereby warrant that they are possessed of a marketable title to the property covered by this easement,
and have the right to grant the same.

The Grantors, for themselves and their heirs and assigns, covenant to and with the Grantee, its successors and assigns,
that the Grantee, its successors and assigns, shall peaceably enjoy the rights and privileges herein granted.

IN WITNESS WHEREOF, the Grantors have caused this easement to be executed this 26th day of
December 1969.

Alfred N. Rossetto
(SEAL)

Mary T. Rossetto
(SEAL)

APPROVED AS TO

TERMS AND CONDITIONS

M.C. Dunstan
DIVISION MANAGER

STATE OF OREGON

County of Multnomah

December 26th 1969

Personally appeared the above named
Alfred N. Rossetto and Mary T. Rossetto
(husband and wife)

and acknowledged the foregoing instrument to be their voluntary act. Before me:

__________
Notary Public

My commission expires

1960

1960

W.P.O. 66447

JACK BERLIN, COUNTY CLERK