The undersigned, being the record owners and parties of interest of all the following described real property, located in Yamhill County, Oregon:

Lots 1 through 22, Block 1, Sky vista Estates,
and Lots 1 through 10, Block 2, Sky vista Estates

do hereby make the following Declarations of Conditions and Restrictions covering the above described real property, specifying that this Declaration shall constitute covenants to run with all the land and shall be binding upon all persons claiming under them and, that these Conditions and Restrictions shall be for the benefit of and limitations upon all future owners of said real property.

1. No dwelling or other building shall be erected within 25 feet of the front lot line, or nearer than 5 feet of any side lot line. No dwelling or other building shall be located on any interior lot line nearer than 10 feet to the rear lot line.

2. The ground floor area of the dwelling house, exclusive of garages, shall not be less than 1200 square feet.

3. All dwellings shall be completed as to the exterior construction and the exterior of said dwelling painted within one year from the time construction is commenced. No dwelling shall be occupied for any purpose until such time as the exterior of such dwelling has been completed and painting in lieu of said painting the exterior may be left in a rustic motif. The other buildings shall have their exteriors finished and painted, or in lieu thereof, left in a rustic motif within a period of six months from the time construction is commenced.

4. No mobile home shall be allowed with less than 600 square foot floor space. All mobile homes must have awnings and skirts. All oil barrels and all other fuel containers must be covered. No mobile home can be placed on the property previous to a 1968 model.

5. No lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept excepting in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No noxious or
offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.

6. No animals, livestock or poultry shall be raised, bred or kept on any lot for commercial purposes. Dogs, cats, and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. Horses, ponies and beef cattle may not be kept for commercial purposes.

7. Trees and timber shall not be removed from the property unless said removal is required to prepare for the building site or for the removal of a hazard created by the said trees or timber or for road or driveway.

8. The covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 10 years from the date of these covenants are recorded, after which time these covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change these covenants in whole or in part.

9. The foregoing Conditions and Restrictions shall bind and inure to the benefit of and be enforceable by suit for injunction or for damages by the owner or owners of any of the above described lands or by their legal representatives, heirs, successors and assigns; and failure, either by the owners above named or by their legal representatives, successors or assigns, to enforce any of such conditions or restrictions shall in no event be deemed a waiver or the right to so thereafter.

10. Invalidation of any one of these covenants by judgment or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

11. All persons acquiring an interest in lots fronting on Skyvista Drive take with the understanding that Yamhill County, Oregon, is in no way obligated nor does the County intend to maintain the roadways within said tract until the same have been brought up to the paved standard as may exist at that time.

12. No vehicle shall remain parked on Skyvista Drive for more than 72 consecutive hours.

13. Should any suit or action be instituted to enforce any of the foregoing restrictions or covenants after written demand for the discontinuance of a violation thereof and any failure to do so, then, whether the said suit be reduced to decree or not, the owner seeking to enforce or to restrain any such violation
shall be entitled to have and to recover from such defendant or defendants, in addition to the costs and disbursements allowed by law, such sum as the Court may adjudge reasonable as an attorney's fee for such suit or action.

14. There is hereby created a committee known as Skyvista Owners Road Maintenance and Improvement Committee. The said Committee shall have the administrative responsibility for improving and maintaining Skyvista Drive. On or before the 1st day of January, 1973, and the 1st day of January of each year thereafter, the said committee shall determine the actual cost of maintaining and improving Skyvista Drive for the prior calendar year. It shall then divide such actual cost by the number of lots in Skyvista Estates Subdivision fronting on Skyvista Drive. On or before the 15th day of January of each year the said committee shall notify each owner of a lot or lots in Skyvista Estates fronting on Skyvista Drive of such total cost of maintenance and improvement and of the amount of such cost divided by the number of lots owned which amount shall be an assessment and shall be payable in full on or before the 15th day of the following April. Any amount not paid by the said April 15, shall constitute a lien on the said property and may be foreclosed as prescribed for real property liens in the Oregon Revised Statutes. Notice as herein prescribed should be given by registered mail to the address furnished by the lot owners to the committee.

The committee shall consist of three persons and initially shall be composed of Irving B. Iverson, Rodney Iverson and Everett D. Taylor. If any member of the committee resigns or is unable to act, the remaining number shall discharge the functions of the committee. At any time but in no event longer than five years from the date hereof, the committee may, by recorded statement to that effect relinquish the right herein reserved to appoint and maintain the committee and at such time the then record owners of fifty percent or more of the lots in said subdivision may elect and appoint a committee of three of such owners to assume and exercise all of the powers and functions of the committee specified herein. No member of the committee, however created, shall receive any compensation or make any charge for his services as such.

DATED this ___ day of June, 1972.

[Signatures]

Page 3

RALPH W. G. WYCKOFF
ATTORNEY AT LAW
3333 COMMERCIAL STREET, N.E.
SALEM, OREGON 97301
STATE OF OREGON

County of Marion

June 1, 1972

Personally appeared the within named Irving B. Iverson, Marianne Iverson, Rodney Iverson and Patricia J. Iverson and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

[Signature]
Notary Public for Oregon

[Signature]
Notary Public for Oregon

STATE OF OREGON

County of Marion

JACK BEER, County Clerk, in and for said County and State, do hereby certify that the within Instrument of Writing was received and has been duly recorded on Page 934 of Volume 16794 of the records of the Clerk for said County on this 3rd day of July, A.D. 1972, at 2:30 o'clock P.M.

JACK BEER, County Clerk

By:

[Signature]

[Signature]

Ralph W. G. Wyckoff
ATTORNEY AT LAW
2000 COMMERCIAL STREET, S.E.
Salem, Oregon 97302

Rodney Iverson
375 Russell, S.E.
Salem, OR 97302
COVENANTS, CONDITIONS AND RESTRICTIONS

These covenants and restrictions apply to the property described in Exhibit "A". They are enforceable by owners of the "benefitted properties", which are defined as the property described in Exhibit "B". Each individual parcel within the area described as Exhibit "B" (now existing or later created) shall be a "benefitted property".

The undersigned owners of the properties described in Exhibit "A" and Exhibit "B", adopt the following Covenants, Conditions and Restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of the benefitted property described above.

These Covenants, Conditions and Restrictions shall constitute the Covenants to run with the land and shall be binding upon all persons having or acquiring a right, title and interest in the property or any part of the property, and shall inure to each owner of benefitted property area and that owner's heirs, successors and assigns.

1. GENERAL RESTRICTIONS

a. No building shall be constructed other than a single-family owner-occupied dwelling for private use; a building for agricultural uses, including equipment storage and shelter for livestock; and other outbuildings having uses related to those uses, such as garages, carports, private greenhouses, a swimming pool or other types of home recreational facilities. A mobile home may temporarily be occupied by the owner as a residence on the owner's property, provided that the mobile home shall be removed from the property within thirty (30) days after occupancy of a permanent dwelling, within one (1) year from the date construction plans are approved by the required governmental authority(ies), or within two (2) years after the mobile home is first placed upon the property, whichever occurs first. For purposes of the preceding sentence, a "permanent dwelling" shall not include a prefabricated modular residential structure which is transported to any property in a state of substantial prefabrication and then permanently affixed to a ground level foundation. All outbuildings must be of good construction and of design compatible with the associated dwelling. No lot may contain more than one owner-occupied single-family dwelling and the necessary outbuildings for permitted uses.

b. No dwelling may be higher than two (2) stories above ground level. In addition, maximum height shall be no more than thirty-five (35) feet, measured from the ridge line of the roof to the uphill side grade level. The minimum ground floor area for a one-story dwelling, exclusive of garages, carports, outbuildings, covered walks and open porches, is ONE THOUSAND FOUR HUNDRED (1,400) square feet. For dwellings of more than one story, the minimum size, exclusive of garages, carports,
outbuildings, covered walks and open porches, is TWO THOUSAND (2,000) square feet. No outside toilets are permitted. All residences shall be erected on continuous concrete foundations. No dwelling shall be constructed with metal siding or T-111 type siding.

c. Only one driveway shall be permitted per lot, except circular driveways will be permitted where practical.

d. Each lot and its improvements shall be maintained in a clean and attractive condition, in good repair, and in such fashion as not to create a fire hazard or nuisance.

e. All garbage, trash, cuttings, refuse, refuse or garbage containers, fuel tanks, clothes drying apparatus or lines, and other service facilities shall be screened from view from neighboring lots and roads.

f. No offensive activity shall be carried on in any lot, nor shall anything be placed or constructed on any lot, or anything done on a lot which interferes with or jeopardizes the enjoyment of other lots or otherwise may become a nuisance or annoyance to the neighborhood. No garbage, trash, cuttings or refuse may be allowed to accumulate or remain on the lot.

g. No motorized vehicles other than automobiles, motorcycles, farming vehicles and pickup trucks may be operated on the property. Motorcycles, trail bikes, motorbikes, all-terrain vehicles and other off-street vehicles can be used on any lot, road, or upon the property only as a means of transportation and not as a form of recreation.

h. No commercial advertising signs or billboards shall be placed or kept on any lot, except such signs as are normally used in connection with the sale of real property may be placed upon the lot of any owner desiring to sell.

i. No firearms shall be discharged on the property, except for the control of rodents and crop damaging birds or animals.

j. No lot may be used as a place to raise animals of any kind except for horses, cows, llamas, farm animals other than pigs or hogs, and a reasonable number of household pets, which shall be leashed or kenned and not allowed to run at large. Allowed animals shall not be a nuisance to owners of other lots.

k. No lot may be used solely as a parking or storage place for vehicles, trailers, truck campers, boats, boat trailers, snowmobiles, or motor homes or off-road vehicles; however, such may be stored provided they are parked in an orderly manner after a residence has been constructed on the lot. No such vehicles may be parked overnight on any street or road serving the property. No heavy equipment or semi-tractors or trailers or flatbeds of any kind are allowed on the property, except as needed to construct buildings and improvements, or to conduct agricultural or silvicultural activities which are permitted by law and applicable covenants and restrictions.
1. There shall not be stored, parked, or kept upon any lot in open and plain view any motor vehicle which is in a rusted, junked, partially dismantled, inoperative or abandoned condition. The owner of the vehicle shall remove it or stored it in a building where it will not be visible from the street or other property.

m. All sites shall be equipped with closed containers for storage of garbage and other refuse between regular pickup dates. All containers shall be maintained in a clean, sanitary and rodent-proof condition. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. All waste, rubbish, trash or garbage shall only be kept in the closed containers for storage of garbage.

n. Independent water wells and systems are permitted on any lot.

2. ADDITIONAL RESTRICTIONS

a. This property is also subject to covenants, conditions and restrictions covering Lots 21-22, Block 1, Skyvista Estates, and Lots 1-10, Block 2, Skyvista Estates, Recorded in Volume 90, Page 931, Deed and Mortgage Records, Yamhill County, Oregon. Notwithstanding any change that might occur or any waiver of such conditions and restrictions, the following portions of such covenants and restrictions are restated to become part of the covenants and restrictions created by this document:

i. Restriction No. 1;

ii. Restriction No. 3.

3. EASEMENT MAINTENANCE

The property described in Exhibit "A" and Exhibit "II" is served by a roadway easement. Lot 16, Skyvista Estates ("Lot 16") is also served by the easement. The property described in Exhibit "II" is in the process of being divided into four lots (Yamhill County Planning Docket S-01-98). The reference to Lots 1, 2, 3 and 4 of Mirror Pond Estates below describes the four lots to ultimately be created out of the Exhibit "II" property pursuant to Yamhill County Planning Department Docket S-01-98, even if Mirror Pond Estates is not the name finally approved for such lots. The reference signifies the finally approved division of the Exhibit "II" property. The approximate location of Lots 1 through 4 is shown on the tentative subdivision plat filed in Yamhill County Planning Docket S-01-98. The exact configuration of the lots will be specified in the finally approved plat.

a. The parties wish to establish a road maintenance agreement concerning the easement.

b. Once the initial improvement of the easement has occurred, maintenance expense of the easement shall be shared as follows:

i. From the easement's intersection with Skyvista Drive to the easterly edge of the driveway serving Lot 16, maintenance expenses shall be shared equally in six shares by the parcels benefitting from that portion of the easement. Those parcels are the property described in Exhibit...
"A" (a share), the property described in Exhibit "II" (4 shares) and Lot 16 (1 share). If a second residence is constructed on Lot 16, it shall be considered an additional benefited parcel and maintenance expenses under this agreement shall be shared equally in seven shares.

ii. From the intersection of the easement with the easterly edge of the driveway serving Lot 16 to the intersection of the easement with the boundary between Lots 1 and 2, Mirror Pond Estates, maintenance expenses shall be shared equally in five shares by the parcels benefiting from that portion of the easement. Those parcels are Lots 1-4 of Mirror Pond Estates and the property described in Exhibit "A".

iii. From the intersection of the easement with the boundary between Lots 1 and 2, Mirror Pond Estates, to the intersection of the easement with the most easterly boundary of Lot 2, Mirror Pond Estates, maintenance expenses shall be shared equally in three shares by the parcels benefiting from that portion of the easement. Those parcels are Lots 2 and 4 of Mirror Pond Estates and the property described in Exhibit "A".

iv. From the intersection of the easement with the most easterly boundary of Lot 2, Mirror Pond Estates, to the end of the easement, maintenance shall be shared equally in two shares by Lot 4, Mirror Pond Estates, and the property described in Exhibit "A".

c. Notwithstanding the foregoing, should the roadway be damaged more than ordinary wear and tear, the owner of the parcel causing the damage or whose agents, employees, invitees (or anyone else using the roadway with the permission of or for the benefit of that party) shall bear the total cost of repairs necessitated by such damage.

d. The roadway portion of the easement (which includes associated drainage or erosion control improvements) shall be maintained to the quality and condition in which it is initially installed or subsequently upgraded. If all parties desire at any time to upgrade the quality and condition of all or a portion of the easement surface after the initial installation as provided above, the expense shall be apportioned according to the maintenance formula. If, however, not all parties wish to upgrade the quality and condition of all or a portion of the easement surface after the initial installation as provided above, the party or parties desiring to make the upgrade shall pay the entire expense of upgrading the easement surface or condition as they may agree. Thereafter, the roadway shall be maintained in the upgraded condition according to the maintenance formula described above.

e. All repairs and maintenance shall be made promptly after the decision that such repairs and maintenance are needed.

f. Decisions as to the condition of the roadway at any given time, the necessity of repairs or maintenance work, the existence of disproportionate damage other than ordinary wear and tear and the cause of such damage, the length of time in which to make the repairs and the decision as to who is to perform such repairs and maintenance shall be as agreed by the owners of the property benefited.
by the easement. If the parties cannot agree within fourteen (14) days of the request by one party, the matter shall be submitted to binding arbitration pursuant to procedures of the American Arbitration Association or any reputable arbitration service operating in the Yamhill County or Portland Metropolitan area.

4. ENFORCEMENT

a. These restrictions shall be for the protection and benefit of each of the property owners or occupants of any portion of the benefited property. Any such person shall have the right at law or in equity to enforce the restrictions. It is not implied nor at any time will Yamhill County be responsible for the enforcement of these restrictions.

b. These restrictions shall run with the land and shall be binding on the owner or tenant of any or all of the land and all persons claiming by, through or under them until ten years from the recording of this document at which time these covenants shall be automatically extended for successive periods of ten years unless the then owners of a majority of the benefited properties subsequently agree in writing to change these covenants in whole or part, and such agreement is duly recorded in the Yamhill County real property records. Each legally subdivided or partitioned portion of the benefited property shall entitle its owners to one vote.

c. Invalidation of any of these covenants, restrictions, or conditions by court order, judgment or decree shall in no way affect any of the remaining provisions which shall continue to remain in full force and effect.

d. If a suit or action (including an arbitration) is filed to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover from the other party, in addition to the costs and disbursements provided by statute, any sum which a court (or arbitration tribunal), including any appellate court, may adjudge reasonable as attorney fees. In addition, the prevailing party shall be entitled to such sum as the bankruptcy court may adjudge reasonable as attorney fees in connection with any federal bankruptcy proceeding, including without limitation, prosecution of a motion for relief from stay, proposal of a chapter plan, objection to a disclosure statement, or Chapter 11, 12, or 13 Plan, or objection to proposed use, sale or lease of the property.

DATED this 20 day of November 1998

HIGH HEAVEN TIMBERLANDS, INC. RLC, INC.

By: ________________________ By: ________________________
President

Page 5 - COVENANTS, CONDITIONS AND RESTRICTIONS

DEBREZIN AND TANKERSLEY
P.O. Box 462, 1030 South Lake Road
Monroe, Oregon 97122
(503) 473-5034
STATE OF OREGON

County of Yamhill

On the 20 day of November, 1982, personally appeared Dan Grimm, who, being first duly sworn, did say that he is the President, president of HIGH HEAVEN TIMBERLANDS, INC., a corporation, and that said instrument was signed in behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed.

Before me:

NOTARY PUBLIC FOR OREGON

STATE OF OREGON

County of Yamhill

On the 20 day of November, 1982, personally appeared John E. Forman, who, being first duly sworn, did say that he is the Vice President, president of RLC, INC., a corporation, and that said instrument was signed in behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed.

Before me:

NOTARY PUBLIC FOR OREGON

Page 6 - COVENANTS, CONDITIONS AND RESTRICTIONS
Legal Description:

A tract of land situated in Section 2, Township 6 South, Range 4 West of the Willamette Meridian, Yamhill County, Oregon, being a portion of Lot 17, Block 1, "SKYVISTA ESTATES", being more particularly described as follows:

BEGINNING at the Southwesterly corner of Lot 16, Block 1, said Southwesterly corner on the Southwesterly line of Lot 17; thence Southwesterly along said Southwesterly line, North 83° 36' 17" East 507.04 feet to a 5/8" iron rod; thence South 32° 38' 12" East 74.35 feet to a 5/8" iron rod; thence on a curve to the right having a radius of 566.00 feet through a central angle of 31° 52' 55" (chord bears South 19° 30' 45" East 140.07 feet) 141.69 feet to a 5/8" iron rod and point of reverse curve; thence on said reverse curve having a radius of 76.00 feet through a central angle of 61° 26' 00" (chord bears South 31° 26' 17" East 77.54 feet) 80.49 feet to a point of reverse curve; thence on said reverse curve having a radius of 51.00 feet through a central angle of 103° 40' 00" (chord bears South 00° 19' 17" East 93.02 feet) 110.08 feet; thence South 61° 30' 45" West 65.13 feet to a 5/8" iron rod; thence South 88° 52' 25" West 231.66 feet to a 5/8" iron rod; thence North 85° 42' 01" West 238.04 feet to a 5/8" iron rod on the Southwesterly line of said Lot 17; thence North 27° 46' 42" West along said Southwesterly line, 436.73 feet to the POINT OF BEGINNING.

TOGETHER WITH an easement for access and utilities as described on Exhibit "B" attached.

AND reserving unto grantor a non-exclusive easement for access and utilities over that portion of said Exhibit "II" easement lying within the above described property.
A strip of land 50.00 feet wide for access and utility easement situated in Section 2 and 3, Township 6 South, Range 4 West of the Willamette Meridian, Yamhill County, Oregon, being in Lots 17 and 18, Block 1, "SKYVISTA ESTATES", the contours being more particularly described as follows:

BEGINNING at a point on the Southwestern right of way line of Skyvista Drive which bears North 41° 10' 07" East 25.00 feet from the most westerly corner of said Lot 17; thence leaving said right of way line, South 46° 52' 30" East 44.84 feet; thence on a curve to the left having a radius of 65.00 feet through a central angle of 73° 36' 20" (chord bears South 85° 41' 40" East 77.91 feet) 83.54 feet to a point of reverse curve; thence on said curve in the right having a radius of 35.00 feet through a central angle of 164° 21' 30" (chord bears South 45° 20' 01" East 64.26 feet) 94.25 feet; thence South 31° 50' 48" West 80.20 feet; thence on a curve to the left having a radius of 50.00 feet through a central angle of 130° 11' 41" (chord bears South 37° 15' 02" East 63.42 feet) 120.60 feet; thence North 73° 39' 08" East 21.51 feet; thence on a curve to the left having a radius of 100.00 feet through a central angle of 27° 24' 09" (chord bears North 59° 57' 04" East 47.37 feet) 47.83 feet; thence North 46° 15' 01" East 29.84 feet; thence on a curve to the right having a radius of 35.00 feet through a central angle of 167° 27' 21" (chord bears South 40° 01' 18" East 69.85 feet) 114.51 feet; thence South 53° 42' 22" West 114.10 feet; thence on a curve to the left having a radius of 35.00 feet through a central angle of 159° 21' 44" (chord bears South 25° 59' 30" East 68.66 feet) 97.34 feet; thence North 74° 22' 34" East 14.24 feet; thence on a curve to the left having a radius of 100.00 feet through a central angle of 10° 21' 11" (chord bears North 64° 41' 59" East 33.02 feet) 33.78 feet; thence North 65° 01' 23" East 101.79 feet; thence on a curve to the right having a central angle of 172° 52' 05" (chord bears South 42° 05' 53" East 69.66 feet) 105.60 feet; thence North 51° 27' 58" East 01.02 feet; thence on a curve to the right having a radius of 100.00 feet through a central angle of 12° 50' 15" (chord bears North 57° 53' 60" East 22.30 feet) 22.41 feet; thence South 64° 10' 14" East 71.86 feet; thence on a curve to the right having a radius of 35.00 feet through a central angle of 170° 16' 44" (chord bears South 30° 53' 24" East 69.75 feet) 100.02 feet; thence South 54° 34' 56" West 70.72 feet; thence on a curve to the left having a radius of 25.00 feet through a central angle of 100° 09' 55" (chord bears South 33° 50' 00" East 70.00 feet) 110.67 feet; thence North 53° 25' 02" East 36.66 feet; thence on a curve to the right having a radius of 100.00 feet through a central angle of 70° 53' 15" (chord bears South 68° 03' 18" East 127.07 feet) 137.60 feet; thence South 47° 31' 30" East 45' 57" (chord bears South 64° 45' 37" East 121.65 feet) 130.48 feet; thence North 57° 42' 25" East 64.25 feet; thence on a curve to the left having a radius of 100.00 feet through a central angle of 46° 01' 45" (chord bears North 51° 43' 17" East 81.43 feet) 83.03 feet; thence South 74° 15' 50" East 176.70 feet; thence South 30° 50' 00" East 70.00 feet; thence South 70° 06' 34" West 93.08 feet; thence South 02° 04' 38" East 95.21 feet; thence on a curve to the left having a radius of 100.00 feet through a central angle of 20° 14' 51" (chord bears South 59° 50' 05" West 35.15 feet) 35.34 feet; thence South 46° 51' 43" West 70.59 feet; thence on a curve to the left having a radius of 40.00 feet through a central angle of 159° 48' 15" (chord bears South 10° 02' 23" East 69.21 feet) 63.54 feet; thence South 60° 54' 29" East 36.14 feet; thence on a curve to the right having a radius of 50.00 feet through a central angle of 75° 43' 17" (chord bears South 32° 05' 21" East 61.34 feet) 66.04 feet; thence South 05° 43' 49" West 28.01 feet; thence on a curve to the left having a radius of 100.00 feet through a central angle of 30° 20' 09" (chord bears South 13° 29' 12" East 65.66 feet) 66.99 feet; thence South 32° 35' 12" East 103.93 feet; thence on a curve to the right having a radius of 255.00 feet through a central angle of 31° 52' 55" (chord bears South 16° 39' 45" East 140.07 feet) 141.88 feet; thence on a curve to the left having a radius of 76.00 feet through a central angle of 81° 20' 00" (chord bears South 31° 27' 17" East 77.64 feet) 81.69 feet; thence on a curve to the right having a radius of 51.00 feet through a central angle of 123° 40' 00" (chord bears South 06° 19' 17" East 68.82 feet) 81.68 feet.
File No. 145389

feet) 110.08 feet; thence South 61° 30' 43" West 65.13 feet; thence South 69° 52' 29" West 231.08 feet to the terminus of the herein described easement.
PROPERTY DESCRIPTION: Tax Lot 6403-1701 & a Portion of 6403-1800

DATE: May 18, 1998

LOCATION: Skyvista Drive FOR: High Heaven Timbers, Inc.

Property Line Adjustment - Tract 1 Yamhill County Planning Docket L-16-98

EXHIBIT "A"

A tract of land situated in Section 2, Township 6 South, Range 4 West of the Willamette Meridian, Yamhill County, Oregon, being a portion of Lots 17 and 18, Block 1, "Skyvista Estates", being more particularly described as follows:

Beginning at the northwest corner of said Lot 17, said northwest corner being on the easterly right of way line of Skyvista Drive; thence S 41°18'07" W along said right of way line, 145.00 feet to the southwest corner of said Lot 17; thence leaving said right of way line, S 27°40'14" E along the southwesterly line of said Lot 17, 1232.87 feet to a 5/8" iron rod at the southeast corner of Lot 16, Block 1; thence leaving said southwesterly line, N 83°36'17" E 587.04 feet to a 5/8" iron rod; thence S 32°26'12" E 76.38 feet to a 5/8" iron rod; thence on a curve to the right having a radius of 253.00 feet through a central angle of 31°52'35" (chord bears S 16°39'45" E 140.07 feet) 141.89 feet to a 5/8" iron rod and point of reverse curve; thence on said reverse curve having a radius of 76.00 feet through a central angle of 61°26'00" (chord bears S 31°26'17" E 77.64 feet) 81.49 feet to a point of reverse curve; thence on said reverse curve having a radius of 51.00 feet through a central angle of 123°40'00" (chord bears S 00°19'17" E 89.92 feet) 110.08 feet; thence S 61°30'43" W 65.13 feet to a 5/8" iron rod; thence S 68°52'25" W 231.06 feet to a 5/8" iron rod; thence N 85°42'01" W 230.04 feet to a 5/8" iron rod on the said southwesterly line of Lot 17; thence S 27°46'42" E along said southwesterly line, 339.91 feet to the southwest corner thereof; thence S 89°57'56" E along the southerly line of said Lot 17, 423.55 feet to the southeast corner thereof; thence N 01°38'00" E along the easterly line of said Lots 17 and 18 a distance of 950.14 feet to a 5/8" iron rod; thence continuing N 00°51'38" E 419.93 feet to a 5/8" iron rod; thence leaving said easterly line, S 89°57'24" W 801.88 feet to the northeasterly line of said Lot 17; thence N 43°34'12" W along said northeasterly line, 716.87 feet to the Point of Beginning.

Containing 22.695 Acres, more or less.