UNDERGROUND DISTRIBUTION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT J. GRESCIN, INC.; NEUMERG LAND COMPLEX OF OREGON;

FIRM OF MORTGAGE BANCORP; AS THEIR SEPARATE INTERESTS MAY APPEAR

together hereinafter called "the Grantees," whether one or more than one, for and in consideration of the payment of the sum of

$1,000.00, the receipt of which is hereby acknowledged, have granted, sold and conveyed to Portland General Electric Company, an Oregon corporation,

together hereinafter called "the Grantor," 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

Clackamas County, Oregon, being a strip at least

30 feet in width from the Southwesterly 5 feet of Lot 8 and the Northerly 5 feet of Lot 9, Block 1;

South 5 feet and the North 5 feet of Lot 3, Block 3;

East 5 feet of Lot 4, Block 3;

West 5 feet and the South 5 feet of Lot 15, Block 3;

West 5 feet of Lot 16;

All being in SPRING MEADOW, STAGE 1A, in Section 16, Township 3 South, Range 2 West, Willamette Meridian.

ALSO:

East 10 feet of Lot 1, Block 10;

West 10 feet of Lot 15, Block 11;

West 10 feet of Lot 7, Block 12;

East 10 feet of Lot 9, Block 13;

All being in SPRING MEADOW, STAGE 1B, in said Section 16.

TO HAVE AND TO HOLD the above described easement and right of way unto the Grantees, its successors and assigns for the following purposes, namely: the perpetual right to enter upon and to install, maintain, repair, remove, operate and control underground electric power lines and apparatus and facilities, including, but not limited to, the right to install surface or subsurface mounted transformers, wooden or metal transmission poles and wooden and metal temporary or permanent utility service facilities during construction.

Grantees shall have the right to use the lands subject to the above described easement for all purposes and inconsistent with the use and purpose hereinbefore described, 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, in constructing said power lines, shall wish to use said right of way for the purposes above mentioned for a continuous period of five years after completion 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 heretofore shall revert to the Grantor; their lands and easements.

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

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

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

J. GRESCIN, INC.

MORTGAGE BANCORP

By: [Signature]

NEUMERG LAND COMPLEX OF OREGON

By: [Signature]

STATE OF OREGON

County of Clackamas

I, [Notary Public], do hereby certify that the foregoing is a true and correct copy of said instrument executed before me on


J. GRESCIN, INC.

[Notary Public]

Seal

[Notary Public]

Seal

51131

[Stamp]
KNOW ALL MEN BY THESE PRESENTS, that J. GRECIN, INC., MEMBERS LAND COMPLEX OF OREGON,

FURTHERMORE

hereinbefore mortgagee and as their separate interests may appear

thereinafter called "the Grantor," whether one or more than one, for and in consideration of the payment of the sum of

$1,000

dollars ($1,000), the receipt of which is hereby acknowledged, hereby grant, sell and convey to Portland General Electric Company, an Oregon corporation,

hereinbefore 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

Marion County, Oregon:

being a strip of land

more particularly described as follows:

The Southwesterly 5 feet of Lot 3 and the Northwesterly 5 feet of Lot 9, Block 1;
The West 5 feet and the North 5 feet of Lot 3, Block 3;
The East 5 feet of Lot 4, Block 3;
The East 5 feet and the South 5 feet of Lot 15, Block 3;
The West 5 feet of Lot 15;
All being in SPRING MEADOW, STAGE 1A, in Section 16, Township 3 South, Range 8 West, Willamette Meridian.

ALSO:
The East 10 feet of Lot 7, Block 10;
The East 10 feet of Lot 18, Block 11;
The West 10 feet of Lot 7, Block 12;
The East 10 feet of Lot 9, Block 13;
All being in SPRING MEADOW, STAGE 1B, in said Section 16.

TO HAVE AND TO HOLD the above described easement and right of way unto the said Grantee, its successors and assigns for the following purposes, namely: the perpetual right to run upon and into, install, maintain, repair, replace, enlarge, operate, manage and control underground electric power lines and appurtenances, and above including, but not limited to, the right to install, remove or abandon underground electric power lines and appurtenances, and above including, but not limited to, the right to install, remove or abandon underground electric power lines and appurtenances, and above including, but not limited to, the right to install, remove or abandon underground electric power lines and appurtenances, and above including, but not limited to, the right to install, remove or abandon underground electric power lines and appurtenances.

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 hereinbefore set forth, except Grantees shall not build or erect any structure upon the right of way without the prior written consent of the Grantors.

If the Grantors, its successors and assigns, shall fail in one or all of the purposes herein mentioned for a continuous period of five years after installation of said underground facilities, then and in that event the right of way and easement shall terminate and all rights and privileges herein granted shall revert to the Grantors, their heirs and assigns.

The Grantors hereby warrant that they are possessed of a marketable title to the property conveyed by this instrument, and have the right to grant the same.

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

IN WITNESS WHEREOF, the Grantors have caused this easement to be executed this

of

J. GRECIN, INC.

MORTGAGE BANKER

By:

(REAL)

MEMBERS LAND COMPLEX OF OREGON

By:

(REAL)

E. H. Blackwell

LOUIS A. WILLIAMS

STATE OF OREGON

STATE OF OREGON

County of: Marion

County of: Marion

January 25, 1972

At

At

P. O. Box

P. O. Box

Personally appeared the above named

Joseph M. Blackwell

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

Carl J. Berg

Notary Public for Oregon
My commission expires

November 19, 1978
UNDERGROUND DISTRIBUTION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT J. GRENCIN, INC.; NEWBERG LAND COMPLEX OF OREGON;

FARMERS & MORTGAGE BANCORP; as their separate interests may appear

thereinabove, the Grantees, whether one or more than one, for and in consideration of the payment of the sum of

$1.00, the receipt of which is hereby acknowledged, bona fide grant, sell and convey to Portland General Electric Company, an Oregon corporation,

thereinabove, the Grantees, whether one or more than one, for and in consideration of the payment of the sum of

$1.00, the receipt of which is hereby acknowledged, bona fide grant, sell and convey to Portland General Electric Company, an Oregon corporation,

Oregon, being a strip of land

more particularly described as follows:

SW 1/4 Southwesterly 5 feet of Lot 8 and the Northeasterly 5 feet of Lot 9, Block 1;

SW 1/4 West 5 feet and the North 5 feet of Lot 3, Block 11;

SW 1/4 East 5 feet of Lot 4, Block 3;

SW 1/4 East 5 feet and the South 5 feet of Lot 15, Block 3;

SW 1/4 West 5 feet of Lot 16;

All being in SPRING MEADOW, STAGE 1A, in Section 16, Township 3 South., Range 2 West.,

Willamette Meridian.

ALSO: SW 1/4 East 10 feet of Lot 1, Block 10;

SW 1/4 West 10 feet of Lot 15, Block 11;

SW 1/4 West 10 feet of Lot 7, Block 12;

SW 1/4 East 10 feet of Lot 9, Block 13;

All being in SPRING MEADOW, STAGE 1A, in said Section 16.

TO HAVE AND TO HOLD the above described easement and right of way upon the Grantees, its successors and assigns, for the following purposes, namely: The perpetual right to erect upon and to maintain, repair, rebuild, open and close above and underground electric power lines and appurtenances, and also including, but not limited to, the right to install substations or auxiliary connected transformers, to maintain connection boxes and service entrance facilities during construction.

Grantees shall have the right to use the lands subject to the above described easement for all purposes and incumbrances with the land and purposes hereinbefore set forth, except Grantees shall not build or erect any structure upon the right of way without the prior written consent of the Grantees.

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

The Grantees hereby warrant that they are possessed of a marketable title to the property conveyed by this instrument.

The Grantees, for themselves and their heirs and assigns, covenant with and to the Grantees, its successors and assigns, that they will forever and in good faith, comply with the provisions of this agreement.

IN WITNESS WHEREOF, the Grantees have caused this instrument to be executed this___ day of

STATE OF OREGON
County of

J. GRENCIN, INC.

NEWBERG LAND COMPLEX OF OREGON

By: [Signature]

By: [Signature]

[Seal]

By: [Seal]

[Seal]

[Seal]

[Seal]
UNDERGROUND DISTRIBUTION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that J. GRECIN, INC. (hereinafter called "the Grantor") and EUGENE LAND COMPLEX OF OREGON (hereinafter called "the Grantee") do hereby grant, convey and assign unto the Grantee, its successors and assigns, the following described easement and right of way across a strip of land located in the City of Portland, in the County of Multnomah, in the State of Oregon, being a strip of land more particularly described as follows:

The southeasterly 5 feet of Lot 8 and the northeasterly 5 feet of Lot 9, Block 12;
The west 50 feet and the north 50 feet of Lot 10, Block 12;
The east 50 feet and the south 50 feet of Lot 11, Block 12;

All being in SPRING MEADOW, STAGE 1A, in Section 16, Township 3 South, Range 6 East, Willamette Meridian.

ALSO: The east 10 feet of Lot 1, Block 10;
The west 10 feet of Lot 11, Block 10;
The west 10 feet of Lot 12, Block 10;
The west 10 feet of Lot 13, Block 10;
The west 10 feet of Lot 14, Block 10;

All being in SPRING MEADOW, STAGE 1B, in said Section 16.

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: to install, maintain, repair, rebuild, expand, and otherwise improve, service and use, all utility poles, lines and equipment, and such other improvements as may be necessary, on the right of way and easement herein granted.

The Grantor shall have the right to install, maintain, repair, rebuild, and otherwise improve, service and use, all utility poles, lines and equipment, and such other improvements as may be necessary, on the right of way and easement herein granted.

If the Grantor, 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, the same shall revert to the Grantor.

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

The Grantee, for themselves and their heirs and assigns, covenant to and with the Grantor, its successors and assigns, that the Grantee, its successors and assigns, shall forever and in all manner of form, hold, enjoy, possess, and use the rights and privileges herein granted.

IN WITNESS WHEREOF, the Grantee have caused this instrument to be executed this 10th day of January, 1972.

J. GRECIN, INC.

By: [Signature]

EUGENE LAND COMPLEX OF OREGON

By: [Signature]

STATE OF OREGON

County of Multnomah

I, [Signature], do hereby certify that the above instrument was personally presented to me, and I have thereunto set my hand this 10th day of January, 1972.

J. GRECIN, INC.

By: [Signature]

EUGENE LAND COMPLEX OF OREGON

By: [Signature]
DECLARATIONS OF COVENANTS AND CONDITIONS

RELATING TO LAND

TO WHOM IT MAY CONCERN:

The undersigned E. C. Newall and Evah H. Newall, husband and wife, do hereby bind themselves and their heirs and assigns, by and under the following covenants, restrictions and conditions to govern, relate to and restrict the use and occupancy of the following described real property in Yamhill County, State of Oregon, hereinafter called:

NEWALL'S ADDITION, YAMHILL COUNTY, OREGON.

Section A. All lots in this tract shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any such lots other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than two cars, and one out-building not to exceed 120 square feet ground floor area.

Section B. No building shall be located nearer than 25 feet to the front lot line and 25 feet to side street line; 10 feet to interior lot line and 25 feet to rear lot line on interior lots except an attached garage, an out-building located 50 feet or more from front lot line, shall not be located nearer than 5 feet to rear or side lines. Direct vehicular access from the Pacific Highway 99W to any lots in this tract is prohibited.

Section C. No residential structure shall be erected or placed on any building plot which plot has an area of less than 7,500 square feet or a width less than 65 feet at the front building line.

Section D. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section E. No trailer, tent or shack shall be erected or place on the tract, and no garage or basement or other outbuildings erected or placed in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence in the tract. No house or building shall be moved in to any of said lots.

Section F. No dwelling exclusive of porch, areaways, garage or breezeways shall be erected with less than 700 square feet of floor area for one story structures and 600 square feet on the ground floor of one and one-half or two story structures.

Section G. No animals, livestock, or poultry of any kind shall be raised, breed 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 any commercial purpose.

Section H. 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
Section I. No individual sewage disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as issued by the Federal Housing Administration in connection with the insurance of mortgages covering property in this state and in effect on the date such system is constructed. Approval of such system shall be obtained from the health authority having jurisdiction.

Section J. Protective screening areas are established as shown on recorded plat, being a 25 foot strip of land on the residential lots along the property line of the Pacific Highway 99W. Except as otherwise provided herein under Section K. Planting, fences or walls shall be maintained throughout the entire length of such areas by the owner or owners of the lots at their own expense to form an effect screen for the protection of the residential area. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the areas shall be permitted except for the purpose of installation and maintenance of screening, utilities and drainage facilities.

Section K. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner 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 or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

EXCEPTIONS:

Section A does not apply to:

Lots 9 - 10 - 11 Block 1
Lots 5 - 6 Block 2
Lot 10 Block 3

except that all these lots shall be known and described as residential lots. No commercial building shall be erected, altered, placed, or permitted to remain on any of the said lots except a single green house not to except 500 square feet in area.

Section C does not apply to:

Lots 2 - 3 - 4 Block 1

Section F does not apply to:

Lot 4 Block 1

Section G does not apply to:

Lots 9 - 10 - 11 Block 1
Lots 5 - 6   Block 2
Lot 10        Block 3

except that animals, livestock, poultry, dogs, cats and other household pets may not be kept, bred or maintained for any commercial purposes on these lots.

That portion of Section B and Section J relating to vehicular access does not apply to Lot 1, Block 1.

The foregoing covenants shall run with the land affected thereby and shall bind, and shall also inure to the benefit of all persons, firms, associations or corporations to whom or to which any part of the lands so made subject to the foregoing covenants at any time come or belong, until January 1, 1970, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then fee simple owners of the land affected it is agreed to change said covenants in whole or in part.

If the undersigned Declarants, or any of their heirs or assigns, or any other person, firm, corporation or association occupying, owning or claiming any of the lands affected by the foregoing covenants shall violate or attempt to violate any one of them, it shall be lawful for any other person, firm corporation or association owning or occupying any of the land which is also affected by said covenants to prosecute any appropriate proceedings at law or in equity in his or its own behalf or in behalf of all other persons, firms and corporations similarly situated either to prevent such offending person, firm or corporation violating or attempting to violate such covenants from so doing, or to recover damages or other dues for such violation or attempted violation.

Invalidation in whole or in part of any of the foregoing covenants by judgment decree, declaration, or other court order shall in no wise affect any of the remaining covenants and they shall continue in full force and effect.

IN TESTIMONY WHEREOF, the Declarants have hereunto set their hands and seals this 24th day of April, 1950.

/s/ E. E. Newall

/s/ Evah H. Newall

Notarized

Recorded April 24, 1950
COVENANTS AND RESTRICTIONS

WHEREAS, J. GREGG INC., the owner in fee simple in the hereinafter described real premises which is now being subdivided and known as SPRING MEADOW to the City of Newberg, Yamhill County, Oregon and

WHEREAS, it is the desire of the above named parties to impose certain covenants and restrictions upon the hereinafter described real premises for the purposes of uniform development, use, and construction upon the following described real premises, to-wit:

All of SPRING MEADOW to the City of Newberg, Yamhill County, Oregon.

THEREFORE, it is hereby agreed that the following covenants and restrictions are imposed upon the above described real premises.

RESIDENTIAL AREA COVENANTS

1. LAND USE and BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling in a R-1 Zoning and duplex in a R-2 Zoning, not to exceed two stories in height and a private garage for not more than two (2) cars.

2. DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot at a cost of less than $15,000.00, based upon cost levels prevailing on the date these covenants are recorded (such cost shall not include the value of the real premises), it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum
permitted dwelling size. The ground floor area of the main structure, exclusive of one-story dwelling, shall not be less than 1,000 square feet for a dwelling of more than one story.

3. BUILDING LOCATION: (a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 20 feet to any side street line. (b) No building shall be located nearer than 10 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 5 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 10 feet to the rear lot line. (c) For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. EASEMENTS: Easements for installation and maintenance of utilities shall be maintained continuously by the owner of each lot where they exist, except for those improvements for which a public authority or utility company is responsible. 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 purchasers of lots or tracts within this subdivision, their heirs, successors, and assigns shall use underground service wires to connect their premises and the structure built thereon to the underground electric or telephone utility facilities. (except for street lighting purposes)
5. 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 nuisance to the neighborhood. Any wrecked or unused automobile or truck remaining on the real premises for a period of more than thirty (30) days shall be deemed a nuisance.

6. TEMPORARY STRUCTURES: No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

7. SIGNS: No sign of any kind shall be displayed to the public on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs by a builder to advertise the property during the construction and sale period.

8. LIVESTOCK and POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

9. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight line at elevations between 2 and 6 feet above the roadways shall be place or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.
GENERAL PROVISIONS

1. **TERM**: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time the said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots herein described have been recorded, agreeing to change said covenants in whole or in part.

2. **ENFORCEMENT**: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain said violation or to recover damages.

3. **SEVERABILITY**: 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.

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**STATE OF OREGON**

**County of Yamhill**

**NOTARIZED**

46167

BE IT REMEMBERED, That on the 23rd day of September, 1976, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named

Janice M. Hockert, Secretary-Treasurer of J. Gregson, Inc.

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal the day and year last above written.

Notary Public for Oregon

My Commission expires July 1, 1977