CONDITIONS, COVENANTS AND RESTRICTIONS

The undersigned, Vera J. Nash, as Trustee of the Vera J. Nash Trust, and Jeffrey T. Conklin, are record owners of the parcels described in Exhibit A. The undersigned, Conklin Orchards, Inc., an Oregon corporation, is a record owner of the parcels described in Exhibit B. These parcels consist of nine rural residential lots, ranging in size from 3.5 acres to approximately 5 acres. They are adjacent to each other and the undersigned wish to sell them for future development as a rural residential neighborhood. In order to preserve the rural character of the parcels, the undersigned do make the following declarations of additional covenants, conditions and restrictions covering the above described real property and hereby specify that this declaration shall constitute covenants, conditions and restrictions to run with the land and shall be binding on 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. **Land Use and Building Type:**

The property in each lot or portion thereof shall be developed and used solely as part of a residential/farm neighborhood. No owner shall make use of any residence or other structure for commercial or business purposes or for any purpose other than farm or residential use. Nothing in this provision, however, shall prevent any owner from using a portion of the property in an agricultural endeavor designed to comply with the farm tax deferral statutes of the State of Oregon as currently in place or hereinafter implemented.

2. **Building Requirements:**

   A. **General.** Subject to the provisions of subparagraph B below, no residence shall have less than 1500 square feet of floor area, exclusive of open porches, garages and garden buildings. The residences shall be built on site. Manufactured homes are not permitted. All residences shall have a double garage or larger. All structures on a parcel other than the residence shall be architecturally designed to conform to the style of the residence, shall be secondary and of a character to enhance the value of the parcel. All structures shall be finished and painted on the exterior.

   B. **Exception.** There shall be an exception to the provisions of subparagraph A above for the existing house and mobile home on Tract 85 in HILLCREST WALNUT PLANTINGS. The existing house is less than 1500 square feet and may remain as such until it is replaced at which time it shall conform to the general provisions of subparagraph A.
above. The existing mobile home may remain or may be replaced by one mobile home which otherwise conforms to the applicable land use regulations governing the subject property.

3. Completion of Construction:

All buildings shall be completed and the exterior of the buildings 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 shall have been completed and painted.

4. Landscaping:

All front yard landscaping shall be completed concurrent with the construction of any residence and all landscaping shall be completed within 180 days of the completion of the residence. All shrubbery, lawns, hedges, trees and other landscaping shall be mowed, trimmed and kept well groomed at all times.

5. Hedges and Fences:

No shrubs, trees or bushes shall be allowed to grow to the height which unduly restricts the view from the adjoining lot or parcel. Fences, if any, shall not exceed 72 inches in height.

6. Property Use Restrictions:

No noxious or offensive activity shall be carried out upon any parcel, nor shall anything be done on any lot or parcel which may be or may become an annoyance or nuisance to the neighborhood. Specifically, this prohibition includes, but is not limited to, a ban on using a portion of a lot or parcel as a dumping ground for rubbish, trash, garbage or other waste. Garbage, trash and other waste shall be kept or maintained only temporarily on a parcel and shall be stored in a sanitary container. This provision, however, does not preclude establishment of a tended compost bin, provided all such composting is done in a reasonable manner and does not create an unsightly distraction to other property owners. Inoperative vehicles shall not be stored on a lot or parcel except in garages or storage sheds. No trailer, camper truck, tent, garage, barn, shack or other building shall at any time be used as a residence temporarily or permanently on any lot or portion of the property.

7. Nonremonstrance:

No purchaser of any of the subject lots or parcels owned by the undersigned shall remonstrate or object to the sale of any of the other lots or parcels under development, provided such sale is subject to the covenants, conditions and restrictions herein contained.
3. **Sight Lines:**

No tree, shrub, windbreak, hedge, residence or fence shall be planted, constructed, or allowed to grow upon any part of a parcel so as to unreasonably obstruct the view of any other parcel with the restricted area from any direction. Nothing in this paragraph shall be construed to prohibit a property owner from growing crops of cherries, Christmas trees, and ornamental trees and shrubs on a parcel.

9. **Enforcement:**

The foregoing conditions, covenants and restrictions shall bind and enure 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 parcels, their and each of their legal representatives, heirs, successors or assigns, and a failure, by either the owners above named or their legal representatives, heirs, successors or assigns, to enforce any of such conditions, covenants or restrictions shall in no event be deemed a waiver of the right to do so thereafter.

10. **Attorney Fees:**

Should suit or action be instituted to enforce any of the foregoing conditions, covenants and restrictions, after written demand for the discontinuance of a violation thereof and any failure so to do, then, whether 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 recover from such defendant or defendants, in addition to the costs and disbursements allowed by law, such sum as the trial or appellate court may adjudge reasonable as an attorney's fee in such suit or action or on any appeal thereof.

11. **Duration:**

These conditions, covenants and restrictions are to run with the land and shall be binding upon all parties hereafter and all persons claiming under them for a period of ten years from the date they are recorded, after which they shall be automatically extended for a subsequent period of ten years unless the owners of at least two-thirds of the lot shall vote to change said conditions, covenants and restrictions in whole or in part. Invalidation of any one of these covenants by document or court order shall in no way affect any other provision, which shall remain in full force and effect.

Duly executed __20th__ of __May__ 1994.


Vera J. Nash, Secy.
Trustee of the Vera J. Nash Trust

CONKLIN ORCHARDS, INC.

By __J.J. Conklin__
EXHIBIT A
CONDITIONS, COVENANTS AND RESTRICTIONS

The property owned by Vera J. Nash, as Trustee of the Vera J. Nash Trust, and Jeffery T. Conklin as follows:

Tract 14, Tract 16 and Tract 17, WALNUT HILL, in Yamhill County, Oregon, and

Tract 84 in HILLCREST WALNUT PLANTINGS, in Yamhill County, Oregon.

EXHIBIT B
CONDITIONS, COVENANTS AND RESTRICTIONS

The property owned by Conklin Orchards, Inc., an Oregon corporation, as follows:

Tract 13 and Tract 15, WALNUT HILL, in Yamhill County, Oregon, and

Tract 85, Tract 86, and Tract 87 in HILLCREST WALNUT PLANTINGS, in Yamhill County, Oregon.
CONDITIONS, COVENANTS AND RESTRICTIONS

The undersigned, Vera J. Nash, as Trustee of the Vera J. Nash Trust, and Jeffery T. Conklin, are record owners of the parcels described in Exhibit A. The undersigned, Conklin Orchards, Inc., an Oregon corporation, is a record owner of the parcels described in Exhibit B. These parcels consist of nine rural residential lots, ranging in size from 3.5 acres to approximately 5 acres. They are adjacent to each other and the undersigned wish to sell them for future development as a rural residential neighborhood. In order to preserve the rural character of the parcels, the undersigned do make the following declarations of additional covenants, conditions and restrictions covering the above described real property and hereby specify that this declaration shall constitute covenants, conditions and restrictions to run with the land and shall be binding on 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. Land Use and Building Type:

The property in each lot or portion thereof shall be developed and used solely as part of a residential farm neighborhood. No owner shall make use of any residence or other structure for commercial or business purposes or for any purpose other than farm or residential use. Nothing in this provision, however, shall prevent any owner from using a portion of the property in an agricultural endeavor designed to comply with the farm tax deferral statutes of the State of Oregon as currently in place or hereinafter implemented.

2. Building Requirements:

A. General. Subject to the provisions of subparagraph B. below, no residence shall have less than 1500 square feet of floor area, exclusive of open porches, garages and garden buildings. The residences shall be built on site. Manufactured homes are not permitted. All residences shall have a double garage or larger. All structures on a parcel other than the residence shall be architecturally designed to conform to the style of the residence, shall be of good quality and of a character to enhance the value of the parcel. All structures shall be finished and painted on the exterior.

B. Exception. There shall be an exception to the provisions of subparagraph A. above for the existing house and mobile home on Tract 85 in HILLCREST WALNUT PLANTINGS. The existing house is less than 1500 square feet and may remain so until it is replaced at which time it shall conform to the general provisions of subparagraph A.

This document is being rerecorded to change document date.
Previously recorded in document recorded in film volume 399 page 339

Not rerecorded
Different dates & notaries than org doc
above. The existing mobile home may remain or may be replaced by one mobile home which otherwise conforms to the applicable land use regulations governing the subject property.

3. Completion of Construction:

All buildings shall be completed and the exterior of the buildings 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 shall have been completed and painted.

4. Landscaping:

All front yard landscaping shall be completed concurrent with the construction of any residence and all landscaping shall be completed within 180 days of the completion of the residence. All shrubbery, lawns, hedges, trees and other landscaping shall be mowed, trimmed and kept well groomed at all times.

5. Hedges and Fences:

No shrubs, trees or bushes shall be allowed to grow to the height which unduly restricts the view from the adjoining lot or parcel. Fences, if any, shall not exceed 72 inches in height.

6. Property Use Restrictions:

No noxious or offensive activity shall be carried out upon any parcel, nor shall anything be done on any lot or parcel which may be or may become an annoyance or nuisance to the neighborhood. Specifically, this prohibition includes, but is not limited to, a ban on using a portion of a lot or parcel as a dumping ground for rubbish, trash, garbage or other waste. Garbage, trash and other waste shall be kept or maintained only temporarily on a parcel and shall be stored in a sanitary container. This provision, however, does not preclude establishment of a tended compost bin, provided all such composting is done in a reasonable manner and does not create an unsightly distraction to other property owners. Inoperative vehicles shall not be stored on a lot or parcel except in garages or storage sheds. No trailer, camper truck, tent, garage, barn, shack or other building shall at any time be used as a residence temporarily or permanently on any lot or portion of the property.

7. Nonremonstrance:

No purchaser of any of the subject lots or parcels owned by the undersigned shall remonstrate or object to the sale of any of the other lots or parcels under development, provided such sale is subject to the covenants, conditions and restrictions herein contained.

2. CONDITIONS, COVENANTS AND RESTRICTIONS

[Signature]
8. **Sight Lines:**

No tree, shrub, windbreak, hedge, residence or fence shall be planted, constructed, or allowed to grow upon any part of a parcel so as to unreasonably obstruct the view of any other parcel with the restricted area from any direction. Nothing in this paragraph shall be construed to prohibit a property owner from growing crops of cherries, Christmas trees, and ornamental trees and shrubs on a parcel.

9. **Enforcement:**

The foregoing conditions, covenants and restrictions shall bind and enure 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 parcels, their and each of their legal representatives, heirs, successors or assigns, and a failure, by either the owners above named or their legal representatives, heirs, successors or assigns, to enforce any of such conditions, covenants or restrictions shall in no event be deemed a waiver of the right to do so thereafter.

10. **Attorney Fees:**

Should suit or action be instituted to enforce any of the foregoing conditions, covenants and restrictions, after written demand for the discontinuance of a violation thereof and any failure so to do, then, whether 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 recover from such defendant or defendants, in addition to the costs and disbursements allowed by law, such sum as the trial or appellate court may adjudge reasonable as an attorney's fee in such suit or action or on any appeal thereof.

11. **Duration:**

These conditions, covenants and restrictions are to run with the land and shall be binding upon all parties hereto and all persons claiming under them for a period of ten years from the date they are recorded, after which they shall be automatically extended for a subsequent period of ten years unless the owners of at least two-thirds of the lots shall vote to change said conditions, covenants and restrictions in whole or in part. Invalidation of any one of these covenants by document or court order shall in no way affect any other provision, which shall remain in full force and effect.

Duly executed **7 MAY 1994.**

Vera J. Nash
Trustee of the Vera J. Nash Trust

CONKLIN ORCHARDS, INC.

By **7**

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3. **CONDITIONS, COVENANTS AND RESTRICTIONS**

6/2/94 CONKLIN DEVELOPERS
EXHIBIT A

CONDITIONS, COVENANTS AND RESTRICTIONS

The property owned by Vera J. Nash, as Trustee of the Vera J. Nash Trust, and Jeffery T. Conklin as follows:

Tract 14, Tract 16 and Tract 17, WALNUT HILL, in Yamhill County, Oregon, and
Tract 84 in HILLCREST WALNUT PLANTINGS, in Yamhill County, Oregon.

EXHIBIT B

CONDITIONS, COVENANTS AND RESTRICTIONS

The property owned by Conklin Orchards, Inc., an Oregon corporation, as follows:

Tract 13 and Tract 15, WALNUT HILL, in Yamhill County, Oregon, and
Tract 85, Tract 86, and Tract 87 in HILLCREST WALNUT PLANTINGS, in Yamhill County, Oregon.
AFTER RECORDING RETURN TO:

Donald H. Upjohn
Hetzel, Upjohn, Williams
Yandell & Peartail, P.C.
PO Box 1048
Salem, OR 97308-1048

7 MAY 1994

AGREEMENT ESTABLISHING RECIPROCAL EASEMENTS AND PROVIDING FOR CONSTRUCTION OF ROAD AND MAINTENANCE AND REPAIR

This agreement dated May 7, 1994 is by and between VERA J. NASH, as Trustee of the Vera J. Nash Trust (Nash), JEFFREY T. CONKLIN (Conkin), and CONKLIN ORCHARDS, INC., an Oregon corporation (Orchards).

RECITALS OF FACT

A. Nash and Conkin own, as equal tenants in common, the following described real property:

Tract 14, Tract 16 and Tract 17, WALNUT HILL, in Yamhill County, Oregon, and

Tract 84 in HILLCREST WALNUT PLANTINGS, in Yamhill County, Oregon.

Orchard owns the following described real property:

Tract 13 and Tracts 15, WALNUT HILL, in Yamhill County, Oregon, and Tract 85, Tract 86, and Tract 87 in HILLCREST WALNUT PLANTINGS, in Yamhill County, Oregon.

B. The parties intend to sell the above described tracts. In order to market them and allow for the orderly development thereof, the parties wish to establish mutual easements as hereinafter described.

IN CONSIDERATION OF THE FOREGOING, the parties enter into the following

1. AGREEMENT ESTABLISHING RECIPROCAL EASEMENTS AND PROVIDING FOR CONSTRUCTION OF ROAD AND MAINTENANCE AND REPAIR

THIS DOCUMENT IS BEING RECORDED TO CHANGE DOCUMENT DATE ON DOCUMENT

PREVIOUSLY RECORDED IN FILM VOLUME 309 PAGE 330
AGREEMENT

1. **ESTABLISHING MUTUAL EASEMENTS**: The parties hereby grant across portions of the following tracts mutual cross easements of 15 feet on both sides of the following described center line:

**DESCRIPTION OF CENTER LINE FOR 15 FOOT WIDE ACCESS AND UTILITY EASEMENT**

Located in the South 1/2 of Section 14, T35S, R4W, W.M., being part of Tracts 14, 15, 16 and 17 of WALNUT HILL, and part of Tracts 84, 85, 86 and 87 of HILLCREST WALNUT PLANTINGS, Yamhill County, Oregon, the centerline of which is described as follows:

Beginning at a iron rod set on the line common to Tract 14 and 15, of the duly recorded plat of Walnut Hill, on the North line of Three Trees Lane, at a point 15 feet from centerline of such lane; thence NO 07°14' W, 644.85 feet to a iron rod at the corner common to said Tracts 14 and 15, and also Tracts 84 and 85 of Hillcrest Walnut Plantings; thence N89°54'23" W, 329.81 feet to a iron rod at the corner common to Tracts 15 and 16 of Walnut Hill, and 83 and 86 of Hillcrest Walnut Plantings; thence continuing N89°54'23" W, 329.81 feet along the line common to said Tracts 16 and 86 to a iron rod at the corner common to Tracts 16 and 17 of Walnut Hill, and Tracts 86 and 87 of Hillcrest Walnut Plantings; thence continuing N89°54'23" W, 10.00 feet along the line common to said Tracts 17 and 87, said terminus being 220.27 feet from the Northwest corner of said Tract 17.

The purpose of these mutual cross easements shall be for ingress and egress, as well as for the establishment and placement of utility lines and storm sewers. A copy of a survey depicting the easement is attached as Exhibit A.

2. **ESTABLISHMENT OF A ROAD**: Except as noted in paragraph 5, below the property subject to the above described easement for ingress and egress does not have a road built on it. In the event one or more of the easement holders proposes to build a road along the easement the cost of such road shall be borne by only those property owners who agree to pay for the construction of the road.

**AGREEMENT ESTABLISHING RECIPROCAL EASEMENTS AND PROVIDING FOR CONSTRUCTION OF ROAD AND MAINTENANCE AND REPAIR**

6/19/94 pnc2000/01/02/EASEMENT.AUT
3. **MAINTENANCE.** In the event a road is constructed for ingress and egress pursuant to the provisions of this easement, then only owners of one or more of the tracts subject to the easement who specifically agree shall be liable for costs and expenses of maintaining the road in good repair and passable condition.

4. **DURATION OF AGREEMENT-CONVEYANCE.** The parties agree that the terms of this agreement and the easements granted hereby shall run with the land and be appurtenant thereto, and shall bind the parties, their heirs, successors and assigns.

The parties acknowledge that one or more parties hereto may convey all or a portion of such party's property and that the grantee thereof shall be subject to and have the rights granted herein.

5. **EXISTING ROAD.** The parties acknowledge that there is an existing road which runs in a northerly direction along a portion of the above described easement in Tract 14. The road is not confined to the easement and crosses into other portions of Tract 14. The parties agree that there shall be a temporary grant of easement for that portion of the existing road which encroaches on Tract 14 beyond the confines of the above described access easement. The temporary easement shall expire on December 31, 1994 and that thereafter any road shall be confined and, if necessary, relocated to the area of the easement granted herein.

Duly executed.

[Vera J. Nash]
Vera J. Nash, Trustee of the
Vera J. Nash Trust

[Jeff T. Conklin]
Jeff T. Conklin

[BY]
By [Jeff T. Conklin]

3. AGREEMENT ESTABLISHING RECIPROCAL EASEMENTS
AND PROVIDING FOR CONSTRUCTION OF ROAD AND MAINTENANCE AND REPAIR
4/19/94 [RETURN] (CONKLIN)
EASEMENT AGT

[6-2-94]
On this 7th day of May, 1994, personally appeared VERA J. NASH and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:

Thomas A. Danette
Notary Public for Oregon
My commission expires: 12 Aug 95

Marion County, Oregon - ss:

On this 7th day of May, 1994, personally appeared JEFFREY T. CONKLIN and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

Thomas A. Danette
Notary Public for Oregon
My commission expires: 12 Aug 95

Marion County, Oregon - ss:

On this 7th day of May, 1994, personally appeared JEFFREY T. CONKLIN and being duly sworn, did say that he is the President of CONKLIN ORCHARDS, INC. and that he executed the foregoing instrument for and on behalf of said corporation by authority of its board of directors, and that he acknowledged the instrument to be his voluntary act and deed.

Before me:

Thomas A. Danette
Notary Public for Oregon
My commission expires: 12 Aug 95

4. AGREEMENT ESTABLISHING RECIPROCAL EASEMENTS AND PROVIDING FOR CONSTRUCTION OF ROAD AND MAINTENANCE AND REPAIR

6-2-94
AGREEMENT ESTABLISHING RECIPROCAL EASEMENTS
AND PROVIDING FOR CONSTRUCTION OF ROAD
AND MAINTENANCE AND REPAIR

This agreement dated May 2d, 1994 is by and between VERA J. NASH, as
Trustee of the Vera J. Nash Trust (Nash), JEFFREY T. CONKLIN (Conklin), and
CONKLIN ORCHARDS, INC., an Oregon corporation (Orchards).

RECITALS OF FACT

A. Nash and Conklin own, as equal tenants in common, the following described
real property:

Tract 14, Tract 15 and Tract 17, WALNUT HILL, in Yamhill
County, Oregon, and

Tract 84 in HILLCREST WALNUT PLANTINGS, in Yamhill
County, Oregon.

Orchard owns the following described real property:

Tract 13 and Tract 15, WALNUT HILL, in Yamhill County,
Oregon, and Tract 85, Tract 86, and Tract 87 in HILLCREST
WALNUT PLANTINGS, in Yamhill County, Oregon.

B. The parties intend to sell the above described tracts. In order to market them
and allow for the orderly development thereof, the parties wish to establish mutual
easements as hereinafter described.

IN CONSIDERATION OF THE FOREGOING, the parties enter into the following

1. AGREEMENT ESTABLISHING RECIPROCAL EASEMENTS
   AND PROVIDING FOR CONSTRUCTION OF ROAD AND
   MAINTENANCE AND REPAIR

4/19/94 printed COPY 5 of 6/EASEMENT.AGT
AGREEMENT

1. Establishing Mutual Easements. The parties hereby grant across portions of the following tracts mutual cross easements of 15 feet on both sides of the following described center line:

Description of Center Line for 15 Foot Wide Access and Utility Easement

Located in the South 1/2 of Section 14, T5S, R4W, W. M., being part of Tracts 14, 15, 16 and 17 of Walnut Hill, and part of Tracts 84, 85, 86 and 87 of Hillcrest Walnut Plantings, Yamhill County, Oregon, the centerline of which is described as follows:

Beginning at a iron rod set on the line common to Tract 14 and 15, of the duly recorded plat of Walnut Hill, on the North line of Three Trees Lane, at a point 15 feet from centerline of such lane; thence NO' 07"14' W, 644.85 feet to a iron rod at the corner common to said Tracts 14 and 15, and also Tracts 84 and 85 of Hillcrest Walnut Plantings; thence N89°54'23" W, 329.81 feet to a iron rod at the corner common to Tracts 15 and 16 of Walnut Hill, and 85 and 86 of Hillcrest Walnut Plantings; thence continuing N89°54'23" W, 329.81 feet along the line common to said Tracts 16 and 86 to a iron rod at the corner common to Tracts 16 and 17 of Walnut Hill, and Tracts 86 and 87 of Hillcrest Walnut Plantings; thence continuing N89°54'23" W, 10.00 feet along the line common to said Tracts 17 and 87, said terminus being 220.27 feet from the Northwest corner of said Tract 17.

The purpose of these mutual cross easements shall be for ingress and egress, as well as for the establishment and placement of utility lines and storm sewers. A copy of a survey depicting the easement is attached as Exhibit A.

2. Establishment of a Road. Except as noted in paragraph 5, below the property subject to the above described easement for ingress and egress does not have a road built on it. In the event one or more of the easement holders proposes to build a road along the easement the cost of such road shall be borne by only those property owners who agree to pay for the construction of the road.

2. Agreement Establishing Reciprocal Easements and Providing for Construction of Road and Maintenance and Repair.
3. **MAINTENANCE.** In the event a road is constructed for ingress and egress pursuant to the provisions of this easement, then only owners of one or more of the tracts subject to the easement who specifically agree shall be liable for costs and expenses of maintaining the road in good repair and passable condition.

4. **DURATION OF AGREEMENT-CONVEYANCE.** The parties agree that the terms of this agreement and the easements granted hereby shall run with the land and be appurtenant thereto, and shall bind the parties, their heirs, successors and assigns. The parties acknowledge that one or more parties hereto may convey all or a portion of such party's property and that the grantee thereof shall be subject to and have the rights granted herein.

5. **EXISTING ROAD.** The parties acknowledge that there is an existing road which runs in a northerly direction along a portion of the above described easement in Tract 14. The road is not confined to the easement and crosses into other portions of Tract 14. The parties agree that there shall be a temporary grant of easement for that portion of the existing road which encroaches on Tract 14 beyond the confines of the above described access easement. The temporary easement shall expire on December 31, 1994 and that thereafter any road shall be confined and, if necessary, relocated to the area of the easement granted herein.

Duly executed,

Vera J. Nash, Trustee of the
Vera J. Nash Trust

By

CONKLIN ORCHARDS, INC.

By

3. **AGREEMENT ESTABLISHING RECIPROCAL EASEMENTS AND PROVIDING FOR CONSTRUCTION OF ROAD AND MAINTENANCE AND REPAIR**

4/19/94 page 3 (CONKLIN ORCHARDS, INC. AGREEMENT)
Marion County, Oregon - ss:

On this ______ day of ______, 1994, personally appeared VERA J. NASH and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires:

Marion County, Oregon - ss:

On this ______ day of ______, 1994, personally appeared JEFFREY T. CONKLIN and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires:

Marion County, Oregon - ss:

On this ______ day of ______, 1994, personally appeared ______ and, being duly sworn, did say that ______ is the ______ of CONKLIN ORCHARDS, INC. and that ______ executed the foregoing instrument for and on behalf of said corporation by authority of its board of directors, and ______ acknowledged the instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires: