

EASEMENT

We, the undersigned, Marion County, Oregon, in consideration of One and no/100 Dollars (\$1.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, hereby grant unto PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation, its successors and assigns, and the PACIFIC TELEPHONE AND TELEGRAPH COMPANY, a California corporation, its successors and assigns, and the CITY OF SALEM, an incorporated municipality, an easement and right of way situated in Marion County, Oregon, 10 feet in width and being 5 feet on each side of a center line more particularly described as follows:

The lot line common to: Lots 1 and 2, 1 and 3, 4 and 5, 5 and 6, 6 and 7, 8 and 9, 10 and 11, 12 and 13, 14 and 15, 16 and 17, and the North one-half of Lot 11 and the South one-half of Lot 11. Also a portion of the lot line common to Lots 4 and 7, 16 and 18, and the North one-half of Lot 10 and the South one-half of Lot 10; all being in Block 3, Candalaria Heights.

The lot line common to: Lots 1 and 2, 2 and 3, 4 and 5, 6 and 7, 8 and 9, 10 and 11, 10 and 13, 11 and 12, 12 and 13, 14 and 15. Also a portion of the lot line common to Lots 6 and 9, 15 and 16, all being in Block 4, Candalaria Heights.

The lot line common to: Lots 2 and 4, 3 and 4, 6 and 7, 5 and 9, 8 and 11, 9 and 10, 10 and 11, 12 and 13, 14 and 15, 14 and 16, and the Easterly 5 feet of Lots 2 and 4; all being in Block 6, Candalaria Heights.

The lot line common to: Lots 2 and 3, 4 and 5, 1 and 5, 2 and 5, 6 and 7, 8 and 9, 10 and 11, 12 and 13, 14 and 15, 16 and 17, 18 and 19, 20 and 21; all in Block 7, Candalaria Heights.

The lot line common to: Lots 3 and 4, 5 and 6, 7 and 8, 7 and 10, 8 and 9, 9 and 10, 11 and 12, 13 and 14, 15 and 16, 17 and 18, 18 and 19, 19 and 20, 21 and 22, 23 and 24, 25 and 26, 27 and 28. Also a portion of the lot line common to Lots 2 and 3, Lots 17 and 20, 23 and 26; all in Block 8, Candalaria Heights.

The lot line common to: Lots 3 and 4, 7 and 8, 3 and 8, 2 and 10, in Block 9. Also a portion of the lot line common to Lots 4 and 7, 9 and 10, in Block 9, Candalaria Heights.

The lot line common to: Lots 3 and 4, 4 and 11, 5 and 11, 5 and 10, 6 and 9, 8 and 9, in Block 10. Also a portion of the lot line common to Lots 6 and 7, 7 and 8, 9 and 10, 3 and 11, in Block 10.

~~The Southerly 15 feet of lot line common to Lots 2 and 3, Block 6, Candalaria Heights.~~

~~The Southerly 15 feet of lot line common to Lots 1 and 2, Block 7, Candalaria Heights.~~

Also, across a portion of Lots 3 and 4, in Block 5, beginning at a point 5 feet west of the southeast corner of Lot 8 in Block 1 and running thence to a point on the south line of Lot 4, Block 5, said point being 85.8 feet easterly of the southwest corner of said Lot 4.

Also, across a portion of Lot 16 in Block 4 from the Northwest corner of said Lot 16 to the northwest corner of Lot 2 in Block 7.

Also, across a portion of Lot 17 in Block 3 and Lot 4 in Block 8, from the northeast corner of Lot 18 in Block 3 to the northwest corner of Lot 3 in Block 8.

The foregoing center lines of said easement and right of way being more particularly indicated on a plat annexed hereto entitled "Candalaria Heights" and by this reference made a part hereof.

ALSO GRANTING an easement and right of way 10 feet in width immediately west of and adjacent to the east line of Block 1 Candalaria Heights according to the duly recorded plat thereof as recorded in Book 12 on Page 2 of the Marion County Records. The easement covering the easterly 10 feet of Block 1, Candalaria Heights shall not apply to the CITY OF SALEM, an incorporated municipality, for the placing of sewer lines thereon.

TO HAVE AND TO HOLD the above-described easement and right of way unto the said Grantees, their successors and assigns, together with the right of ingress and egress to and from the above-described right of way, over and across the adjacent land of the Grantors, for the purpose of the erection, construction, maintenance and operation therein, thereon and thereover, of sewers, water mains, electrical transmission lines, telephone lines, together with such poles, conduits, wires, guys, supports, electrical equipment and facilities as may be reasonably connected therewith or appurtenant thereto; provided, that the Grantees shall have the right to cut or trim and keep cut or trimmed any tree growth or other growth upon or adjacent to said right of way which may interfere with or menace the construction, maintenance, or operation of said lines; provided, also, that the Grantors, their heirs and assigns, shall always have the right to reasonably use and enjoy said above-described right of way for all purposes which may not interfere or be inconsistent with the use by the Grantees for the purposes above mentioned; and, provided, also, that if the Grantees,

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...shall be permitted to use said right of way for the
purpose of erecting and maintaining the same for a continuous period of one year after con-
struction of said facilities; then, and in that event this right of way
and easement shall terminate and all rights and privileges granted here-
under shall revert to the Grantors; their heirs and assigns.

Reserving, however, unto the undersigned W. H. Grabenhorst and
Company, the right to designate the location or re-location within the
right of way herein granted of any poles, conduits, wires, guys, or
supports which interfere with the reasonable occupation, use and enjoyment
of adjacent property.

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

IN WITNESS WHEREOF, the undersigned Grantors have caused this
easement to be executed this 10th day of October 1949.

W.H. GRABENHORST AND COMPANY

By W.H. Grabenhorst President
By Richard E. Grabenhorst Secretary



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On this 10th day of October 1949, personally appeared
G. H. Grabenhorst and Richard E. Grabenhorst, who, being duly sworn did
say that they are the president and secretary of W.H. Grabenhorst and
Company and that the seal affixed to the foregoing instrument is the
corporate seal of said corporation and that said instrument was signed
and sealed in behalf of said corporation by authority of its board of
directors and they acknowledged said instrument to be their voluntary act
and deed. Before me:



Rayl Babb
Notary Public for Oregon
My commission expires: Nov 1 1950

STATE OF OREGON

County of Marion

SS

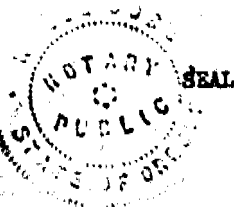
On this 28th day of March 1950, before me, the

undersigned, a Notary Public in and for said County and State, personally appeared Eiland L. West and Goldia R. West, his wife; Coburn L. Grabenhorst and Jean M. Grabenhorst, his wife; G. H. Grabenhorst and Caroline C. Grabenhorst, his wife; Robert C. Burrell and Alice E. Burrell, his wife; Helen M. Grabenhorst, a widow; D. J. Dawson and Anna Mae Dawson, his wife; Otto H. Goff; Harriet M. Lasater and Fred Lasater, her husband; Myron M. Foster and Esther Foster his wife; Erich K. Laetsch and Consuelo Laetsch, his wife; Glenn W. Stevens and Helen M. Stevens, his wife; Thad Moreland and Gretchen Moreland; A. L. Loder; Norman L. Day and Helene L. Day, his wife; Kathryn J. Dalton and James J. Dalton, her husband; George P. Roth and Vivian E. Roth, his wife; Robert M. DeArmond and Maxine E. DeArmond, his wife; Marguerite Elson, a widow; Edna M. Johnson and Marie B. Johnson, his wife; Harold M. Cole and Catherine M. Cole, his wife; Mae Blackman and Edith M. Blackman, his wife; Forrest F. Bodner and Ruth V. Bodner, his wife; Esther A. Breunon; Marie L. Breunon, his wife; Carl L. Wipac and Edith L. Wipac, his wife; Wm. M. Franzwa and Rose M. Franzwa, his wife; Charles L. R. Gray; Vernon A. Cloud and Edith L. Cloud, his wife; and J. Chambers and M. Chambers, his wife; to me known to be the individuals described in and to whom the foregoing conveyance and acknowledged to me that they executed the same and voluntarily for the purposes and uses aforementioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of office and seal this, the day and year in this instrument first written.

Lyne Cobb
Notary Public for Oregon

My commission expires: Nov 1, 1952



STATE OF OREGON

County of Marion

On this 28th day of March

1950, appeared

RUSSELL F. BONESTEEL, to me personally known, who being first duly sworn, did say that he is the President of

BONESTEEL SALES & SERVICE, Inc., and that the seal affixed to said instrument is the corporate seal of said Corporation and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and said president acknowledged said instrument to be the free act and deed of said corporation.

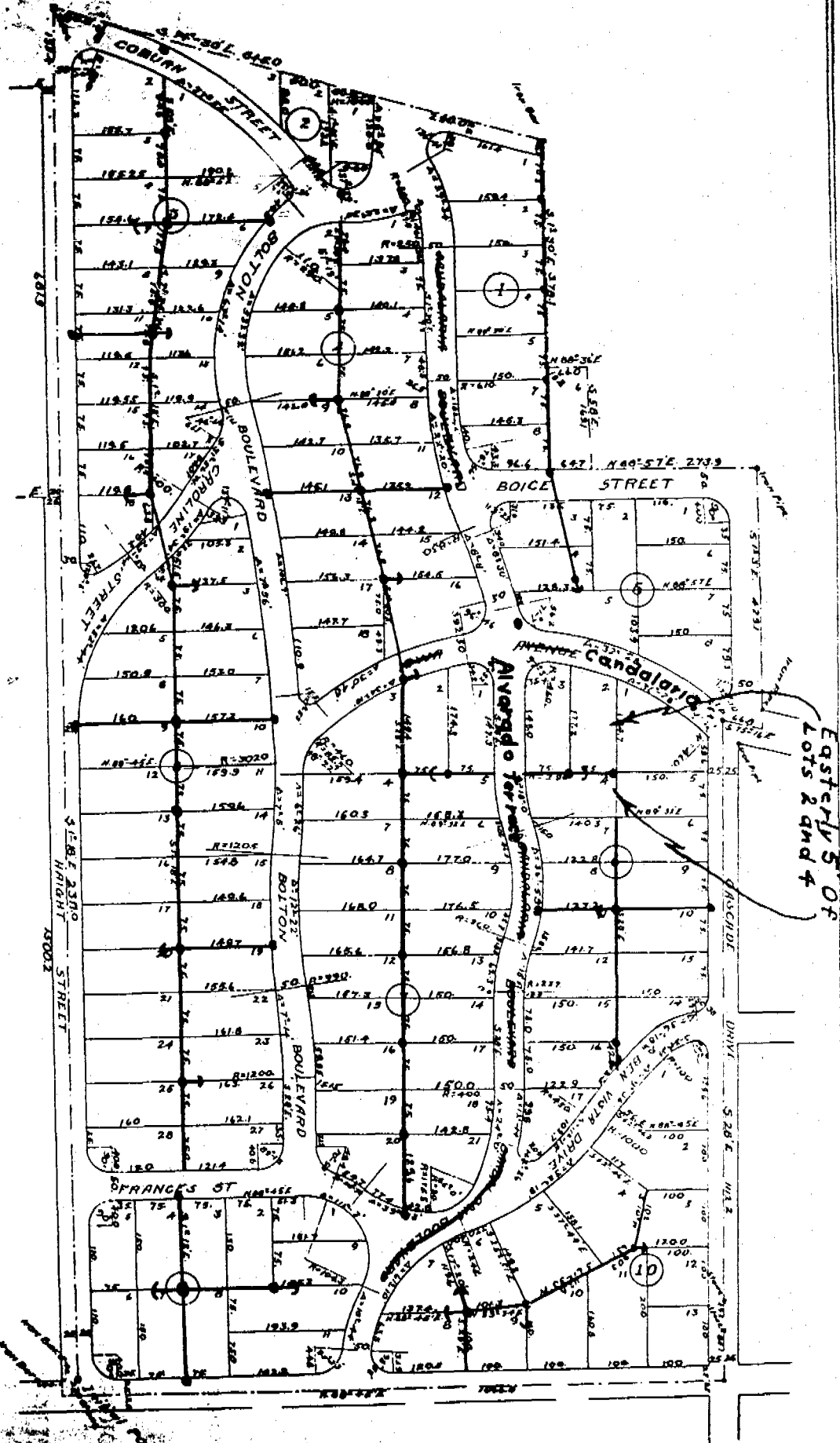
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first in this certificate written.



Lyle Bush
Notary Public for Oregon

My commission expires: Nov 1 - 1952

Candalaria Heights



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RESTRICTIONS ON CANDALARIA HEIGHTS

1. That no structure shall be erected or permitted to remain on the above described premises other than one detached single family dwelling and a private garage attached or separate for not to exceed 3 automobiles and for such other outbuildings as may be incidental to residential use;
2. That no dwelling, building or structure constructed upon the above-described premises shall exceed 2 stories in height;
3. That no dwelling, building or structure constructed upon the above described premises nor any portion or projection thereof, except steps thereof, shall be located nearer than twenty feet from the nearest sideline of the street on which the front of said dwelling, building or structure abuts or nearer than ten feet from the nearest sideline of any other street;
4. That no stables, rabbit-hutches, chicken houses, pig-pens, or outside toilets shall be erected or placed upon the above-described premises;
5. That no trailers, basements, tents or garages or other outbuildings shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary nature be used as a residence;
6. That no dwelling shall be erected on the above-described premises which has a ground floor area, exclusive of one-story open porches and garages, of less than 1200 square feet;
7. That no dwelling costing less than \$15,000.00, including the cost of garage and landscaping, shall be constructed upon the above-described premises;
8. A residential unit on the above-described premises consisting of dwelling, incidental garage and outbuildings and lawn or landscaped area, shall embrace and occupy a ground area of not less than 7,000 square feet and said ground area at no point shall be less than 90 feet in width and no dwelling, building or structure of any nature whatsoever shall be constructed or erected upon any subdivision or portion of the above-described premises, which has a ground area or width less than that specified in this covenant;
9. That no obnoxious, offensive or unlawful trade or activity shall be carried on or permitted on the above-described premises, nor shall any nuisance be created or permitted;
10. That neither cattle, chickens, goats, horses, pigs, sheep nor other poultry or livestock shall be kept upon or permitted upon the above-described premises;
11. That no prefabricated dwelling, building or structure shall be moved upon or placed upon the above-described premises, nor shall any building, dwelling or structure constructed elsewhere be placed upon said premises;
12. That all sewage disposal shall be effected by means of modern plumbing and by septic tank until such time as a city sewer system is available. All sewage originating on the above-described premises shall be disposed of through the city sewer system when the same is available;
13. That the restrictions and servitudes imposed by the foregoing covenants shall run with the land and shall bind said land and the grantees, their heirs and assigns and any person claiming through or under to and until May 1, 1971.

14. An easement of right of way is herewith reserved unto the grantor, its successors and assigns forever across the Westerly 5 feet of the above-described premises for the erection, construction and placing of gas lines, water mains, electrical transmission wires on poles or conduits, telephone poles and wires and other similar utility lines.

These conditions and restrictions were executed by W. H. Grabenhorst & Company and recorded February 2, 1966, in Book 612, Page 580, Deed Records for Marion County, Oregon.

CANDALARIA HEIGHTS

SURVEYOR'S CERTIFICATE

I, W. J. Knox being first duly sworn depose and say that I have surveyed and marked with proper monuments the land herein shown as Candalaria Heights which is described as follows:

Beginning at the S.E. corner of Lot 33 of Riverdale Acres in T17S R3W of the Willamette Meridian, Marion County, Oregon; thence S88°45'W 28.3 feet; thence N18°W 6819 feet; thence E 200 feet; thence N18°W 1354 feet; thence S74°30'E along the S line of the N. Galtwell D.L.G. 8450 feet; thence S1°00'E 378 feet; thence N68°30'E 440 feet; thence S58°E 1691 feet; thence N68°57'E 2739 feet; thence S1°3'E 4291 feet; thence N1°25'16"W 668 feet; thence S78°E 1122.2 feet; thence S88°45'W along the County Road 1066.0 feet to the point of beginning.

The Initial Point is a 2 inch galvanized iron pipe 6 inches below the surface of the ground 25 feet N18°W of the point of beginning.

Subscribed and sworn to before me this 14th day of January 1927.

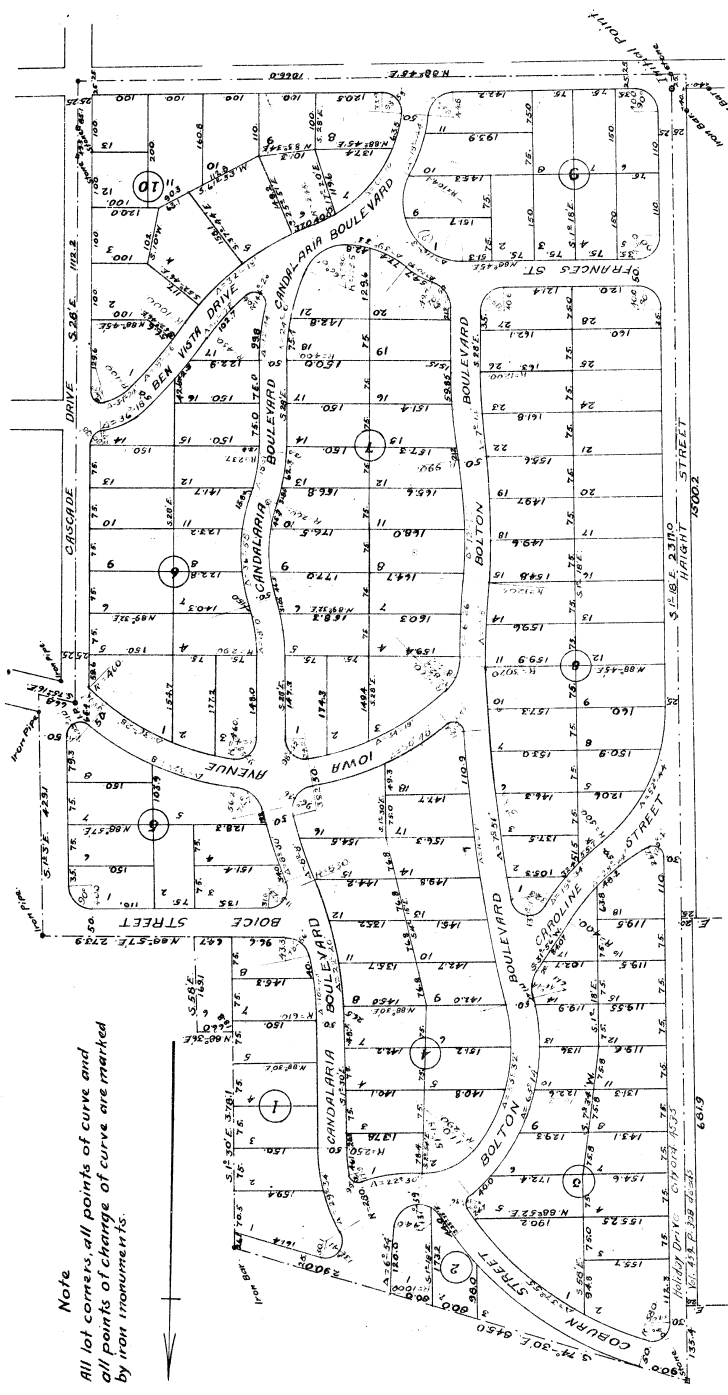
W. J. Knox
Notary Public for Oregon.
My Commission expires May 28-1929.

State of Oregon } ss
County of Marion

On this 30th day of January 1927 personally came before me, a Notary Public in and for said County and State, the within named, George H. Grabenhorst and Caroline Grabenhorst (his wife) to me personally known to be the identical persons described in and who executed the within deed of dedication and who each personally acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein named and without fear or compulsion from any one.

Witness my hand and seal this day of January 1927.
George H. Grabenhorst
Notary Public for Oregon.
My Commission expires June 29th 1928.

The City Planning Commission for the City of Salem, Oregon.
W. J. Knox
President.



DEDICATION

Know All Men By These Presents: That we, George H. Grabenhorst and Caroline Grabenhorst his wife, being the owners of the land described in the surveyor's certificate herein shown and desiring to dispose of the same in lots and streets: The land so subdivided shall be known as Candalaria Heights; All streets are dedicated to the public use forever. All taxes and assessments levied against said land have been paid.

Dated this 30th day of January 1927.
George H. Grabenhorst
Caroline Grabenhorst (his wife)

State of Oregon } ss
County of Marion

I, Mildred R. Brooks Recorder of Conveyances in and for said County do hereby certify that the within Plat was received for record at 11:55 o'clock A.M. and recorded on page 2 in Book of Townplats No 12 of said County.

Witness my hand this 3rd day of March 1927.
Mildred R. Brooks
Recorder.

The above Plat is hereby approved
B. B. Herick
County Surveyor.

State of Oregon } ss
County of Marion

I, O. A. Steele, Marion County Assessor and J. T. Hurt County Judge and J. E. Smith County Commissioner and J. H. Porter County Commissioner for said County and State do hereby approve the above Plat and dedication which are in legal form and dedication which are in legal form.

Witness my hand and seal this day of January 1927.
O. A. Steele
County Assessor.
J. T. Hurt
County Judge.
J. E. Smith
County Commissioner.
J. H. Porter
County Commissioner.