



First American Title™

First American Title Insurance Company

1 SW Columbia Street, Ste 1600
Portland, OR 97204
Phn - (503)222-3651 (800)929-3651
Fax - (877)242-3513

MULTNOMAH COUNTY TITLE UNIT

FAX (877)242-3513

Title Officer: Blake Spencer

(503)222-3651

BISpencer@firstam.com

LOT BOOK SERVICE

City of Sandy
39250 Pioneer Boulevard
Sandy, OR 97055

Order No.: 7019-4306479
September 09, 2025

Attn: Rebecca Markham
Phone No.: (503)668-5533 - Fax No.:
Email: rmarkham@cityofsandy.com

Re:

Fee: \$500.00

We have searched our Tract Indices as to the following described property:

The land referred to in this report is described in Exhibit A attached hereto.

and as of September 04, 2025 at 8:00 a.m.

We find that the last deed of record runs to

City of Portland, a municipal corporation of the state of oregon

We find the following apparent encumbrances prior to the effective date hereof:

1. Taxes for the fiscal year 2025-2026 a lien due, but not yet payable
2. Easement, including terms and provisions contained therein:
Recording Information: January 19, 1938 as Book 433, Page 319
In Favor of: Pleasant Home Water District
For: Water Pipe lines and Roadway
Affects: Parcel II

Modification and/or amendment by instrument:

Recording Information: November 18, 1965 as Book 424, Page 81

First American Title

3. Easement, including terms and provisions contained therein:
Recording Information: August 28, 1973 in Book 878, Page 591
In Favor of: Portland General Electric Company, an Oregon corporation,
For: Public utilities
Affects: Parcel I
4. An easement reserved in a deed, including the terms and provisions thereof;
Recorded: December 18, 1975 as Book 1078, Page 1033
From: Moller's Nursery, Inc., an Oregon corporation
To: City of Portland, a municipal corporation of the state of Oregon
For: Road and Irrigation purposes and shall be used exclusively in
connection with the growing of nursery stock.
Affects: disclosed in deed

We have also searched our General Index for Judgments and State and Federal Liens against the Grantee(s) named above and find:

NONE

We find the following unpaid taxes and city liens: NONE

1. Subject property is under public ownership and is tax exempt. Any change in ownership before delivery of assessment roll may result in tax liability. Account No. R342619 and R342603.

NOTE: The subject property "may" fall within the boundaries of the Multnomah River Scenic Waterway as described in ORS 390.805 through 390.925 as disclosed in the notice recorded in Multnomah County on January 13, 2009 as Fee No. 2009-004366 .

In that the proposed title insurance policy, by its terms, excludes all issues relating to this statute from coverage, no specific exception to title will be set forth in the final policy issued. If more information is requested regarding this notice, please contact the Oregon Parks and Recreation Department at 725 Summer Street NE, Suite C, Salem, Oregon or online at: <https://www.oregon.gov/oprd/PRP/Pages/PRP-SSW-rules.aspx>.

NOTE: An easement appurtenant to the herein described property , including the terms and provisions thereof, as set forth in instrument recorded December 18, 1975 as Book 1078, Page 1033, Official Records of Multnomah County, Oregon.

THIS IS NOT a title report since no examination has been made of the title to the above-described property. Our search for apparent encumbrances was limited to our tract Indices and therefore does not include additional matters which might have been disclosed by an examination of the record title, such as pending litigation. The charge for this service will not include supplemental reports, rechecks or other services.

Limitation of Liability for Informational Report

IMPORTANT - READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN TITLE INSURANCE COMPANY'S PRIOR WRITTEN CONSENT. FIRST AMERICAN TITLE INSURANCE COMPANY

DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN TITLE INSURANCE COMPANY'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN TITLE INSURANCE COMPANY WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN TITLE INSURANCE COMPANY MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

Exhibit "A"

Real property in the County of Multnomah, State of Oregon, described as follows:

Parcel I: (TL 400)

The Southwest one-quarter of the Southeast one-quarter; and the South one-half of the Northwest one-quarter of the Southeast one-quarter of Section 22, Township 1 South, Range 4 East of the Willamette Meridian, in the County of Multnomah and State of Oregon; Excepting therefrom that parcel conveyed to The Mount Hood Railway and Power Company, in deed recorded January 12, 1911 in Book 525 Page 113; Also excepting therefrom the parcel conveyed to Multnomah Central Railway Company in deed recorded September 30, 1912 in Book 594 Page 377; and subject to the rights of the public in and to that portion of the above property lying within the limits of Dodge Park Boulevard and Carpenter Lane.

ALSO EXCEPTING THEREFROM a parcel described as follows:

A tract of land in the Southwest one-quarter of the Southeast one-quarter of Section 22, Township 1 South, Range 4 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

The South 100 feet of the West 100 feet of the tract of land conveyed by William B. Parker, Dora May Calef, and Shirley Ann Randles to Moller's Nursery, Inc., an Oregon corporation, by deed dated March 8, 1973, and recorded March 14, 1973, in Book 914, Page 2010, Deed Records of Multnomah County, Oregon.

Reserving to the grantor a perpetual non-exclusive easement over and upon the following described property, to wit:

A tract of land in the Southwest one-quarter of the Southeast one-quarter; and the South one-half of the Northwest one-quarter of the Southeast one-quarter of Section 22, Township 1 South, Range 4 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

The West 25 feet, excepting therefrom the South 100 feet of the West 25 feet of that tract of land conveyed by William B. Parker, Dora May Calef and Shirley Ann Randles to Moller's Nursery, Inc., an Oregon corporation, by deed dated March 8, 1973, and recorded March 14, 1973, in Book 914, Page 2010, Deed Records, Multnomah County, Oregon.

Together with:

A tract of land in the Southwest one-quarter of the Southeast one-quarter of Section 22, Township 1 South, Range 4 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

The South 15 feet, excepting therefrom the West 100 feet of the South 15 feet, of that tract of land conveyed by William B. Parker, Dora May Calef and Shirley Ann Randles to Moller's Nursery, Inc., an Oregon corporation, by deed dated March 8, 1973, and recorded March 14, 1973, in Book 914, Page 2010, Deed Records, Multnomah County, Oregon, and further excepting therefrom the East 801 feet of that tract of land conveyed by William B. Parker, Dora May Calef and Shirley Ann Randles to Moller's Nursery, Inc., an Oregon corporation, by deed dated March 8, 1973, and recorded March 14, 1973, in Book 914, Page 2010, Deed Records, Multnomah County, Oregon.

Parcel II: (TL 100)

All that part of the East one-half of the Southeast Quarter of Section 22, Township 1 South, Range 4 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, lying South of the South line of Dodge Park Boulevard, except the West 100 feet of the North 100 feet of the South 350 feet thereof; and further excepting the property described as a tract of land situated in the East one-half of the Southeast one-quarter of Section 22, Township 1 South, Range 4 East of the Willamette Meridian in the County of Multnomah and State of Oregon, more particularly described as follows:

Beginning at the Southwest corner of said legal subdivision; thence North, along the West line of said legal subdivision, a distance of 250.00 feet to a point; thence East, parallel with the South line of said legal subdivision, a distance of 100.00 feet to a point; thence North, parallel with the West line of said legal subdivision, a distance of 100.00 feet to a point; thence East, parallel with the South line of said legal subdivision, a distance of 50.00 feet to a point; thence South, parallel with the West line of said legal subdivision, a distance of 350.00 feet to a point in the South line of said legal subdivision; thence West, along said South line, a distance of 150.00 feet to the Point of Beginning.

NOTE: This legal description was created prior to January 01, 2008.



First American Title™

First American Title Insurance Company
1 SW Columbia Street, Ste 1600
Portland, OR 97204

Illegal Restrictive Covenants

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

1S4E22D 00100,1S4E22D 00400
35320 SE Carpenter Ln
Gresham, OR 97080



Taxlot



Subject



Taxlot

410459

DEED

MOLLER'S NURSERY, INC., an Oregon corporation, grantor, conveys to the CITY OF PORTLAND, a municipal corporation of the State of Oregon, grantee, the following described real property:

The Southwest one-quarter of the Southeast one-quarter; and the South one-half of the Northwest one-quarter of the Southeast one-quarter of Section 22, Township 1 South, Range 4 East of the Willamette Meridian, in the County of Multnomah and State of Oregon; EXCEPTING therefrom that Parcel conveyed to The Mount Hood Railway and Power Company, in deed recorded January 12, 1911 in Book 525 page 113; ALSO EXCEPTING therefrom the parcel conveyed to Multnomah Central Railway Company in deed recorded September 30, 1912 in Book 594 page 377; and SUBJECT to the rights of the public in and to that portion of the above property lying within the limits of Dodge Park Boulevard and Carpenter Lane.

ALSO EXCEPTING therefrom a parcel described as follows:

A tract of land in the Southwest one-quarter of the Southeast one-quarter of Section 22, Township 1 South, Range 4 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

The South 100 feet of the West 100 feet of the tract of land conveyed by William B. Parker, Dora May Calef, and Shirley Ann Randles to Moller's Nursery, Inc., an Oregon corporation, by deed dated March 8, 1973, and recorded March 14, 1973, in Book 914, page 2010, Deed Records of Multnomah County, Oregon.

subject to and excepting an easement, including the terms and provisions thereof, for utility, from William B. Parker, et al, to Portland General Electric Company, an Oregon corporation, recorded August 28, 1973, in Book 878, page 591, Deed Records, (affecting the west 10 feet of said premises).

Reserving to the grantor a perpetual non-exclusive easement over and upon the following described property, to wit:

A tract of land in the Southwest one-quarter of the Southeast one-quarter; and the South one-half of the Northwest one-quarter of the Southeast one-quarter of Section 22, Township 1 South, Range 4 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

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Pioneer National
Title Insurance Company

BOOK 1078 PAGE 1033

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The West 25 feet, Excepting therefrom the South 100 feet of the West 25 feet of that tract of land conveyed by William B. Parker, Dora May Calef and Shirley Ann Randles to Moller's Nursery, Inc., an Oregon corporation, by deed dated March 8, 1973, and recorded March 14, 1973, in Book 914, page 2010, Deed Records, Multnomah County, Oregon.

TOGETHER WITH:

A tract of land in the Southwest one-quarter of the Southeast one-quarter of Section 22, Township 1 South, Range 4 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

The South 15 feet, Excepting therefrom the West 100 feet of the South 15 feet, of that tract of land conveyed by William B. Parker, Dora May Calef and Shirley Ann Randles to Moller's Nursery, Inc., an Oregon corporation, by deed dated March 8, 1973, and recorded March 14, 1973, in Book 914, page 2010, Deed Records, Multnomah County, Oregon, and further Excepting therefrom the East 801 feet of that tract of land conveyed by William B. Parker, Dora May Calef and Shirley Ann Randles to Moller's Nursery, Inc., an Oregon corporation, by deed dated March 8, 1973, and recorded March 14, 1973, in Book 914, page 2010, Deed Records, Multnomah County, Oregon.

The terms of this easement are as follows:

1. Said easement is non-exclusive and is subject to the provisions of a prior easement in favor of Portland General Electric Company recorded August 28, 1973, in Book 878, page 591, Deed Records, and is further subject to use by the grantee herein, its agents, independent contractors and invitees.

2. Said easement is for road and irrigation purposes only and shall be used exclusively in connection with the growing of nursery stock. Grantor may construct, reconstruct, maintain and repair a road thereon, and lay and maintain water lines for irrigation purposes.

3. Said easement is appurtenant to the following described property (dominant estate):

- A. A tract of land in the Southwest one-quarter of the Southeast one-quarter of Section 22, Township 1 South, Range 4 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

The South 100 feet of the West 100 feet of the tract of land conveyed by William B. Parker, Dora May Calef, and Shirley Ann Randles to Moller's Nursery, Inc., an Oregon corporation, by deed dated March 8, 1973, and recorded March 14, 1973, in Book 914, page 2010, Deed Records, Multnomah County, Oregon.

Page 2. Deed

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Recorded By
Pioneer National
Title Insurance Company

410459
BOOK 1078 PAGE 1034 1/2

upon which property is located a well; and

- B. A tract of land situated in the Northeast one-quarter of Section 27, Township 1 South, Range 4 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at a point in the north line of said Section 27, which bears North 89°41'15" East 483.13 feet from the northwest corner of said legal subdivision; thence South 0°10' East parallel with the west line of said legal subdivision, a distance of 1883.61 feet to a point in the northerly line of Market Road No. 15; thence South 71°54' East along said northerly line 875 feet, more or less, to the East line of the West one-half of the Northeast one-quarter of said Section 27; thence Northerly along said east line 2220 feet, more or less, to the northeast corner of the West one-half of the Northeast one-quarter of said Section 27; thence South 89°41'15" West along the north line of said Section 27, a distance of 831 feet, more or less, to the point of beginning.

upon which grantor operates a portion of his business by growing nursery stock thereon.

4. Grantor agrees to indemnify and defend grantee from any loss, claim or liability to grantee arising in any manner out of grantor's use of the easement strip. Grantor assumes all risk arising out of its use and grantee shall have no liability to grantor or others for any condition existing thereon.

5. In the event of any subdivision or sale of any portion of the servient estate described in paragraph 3 above, this easement shall remain appurtenant only to the largest remaining parcel and only to such parcel being used for growing of nursery stock and owners of any lesser parcels into which the servient estate may be subdivided shall have no right to use of the easement strip.

6. This easement shall be perpetual. However, in the event that it is not used by grantor for a period of three years for the purposes herein stated or if otherwise abandoned by grantor the easement shall automatically expire and grantor upon request shall execute a recordable document evidencing such expiration.

7. The City may reserve the right to oil or pave the easements herein reserved at their option to eliminate dust problems if any exist.

410459

The true and actual consideration for this conveyance is the sum of \$250,000 plus other property or value given or promised.

Dated this 26 day of November, 1975.

MOLLER'S NURSERY, INC.,
an Oregon corporation

By William C. Moller
President

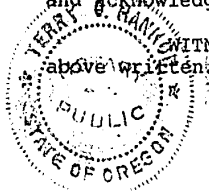


[Signature]
Secretary

Recorded By
Pioneer National
Title Insurance Company

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

Personally appeared William C. Moller and Gary M. Moller who being duly sworn, did say that they are the President and Secretary of Moller's Nursery, Inc., 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 its voluntary act and deed.



WITNESS my hand and official seal the day and year last above written.

[Signature]
Notary Public for Oregon

My commission expires: 11/1/79

BOOK 1078 PAGE 1035

RECORDED

PIONEER NATIONAL TITLE INSURANCE COMPANY
421 S. W. STARK
PORTLAND, OREGON 97204
At Can drive

DA

J. Justice
Deputy
Director, Department of Administration
Services

DEC 16 1915
RECORDING SECTION
PORTLAND, OREGON
1078
1033

STATE OF OREGON } ss. DEED
Multnomah County }

61514

BOOK OF RECORDS 12 24 1974

FORM No. 632—WARRANTY DEED (Individual or Corporate).

BOOK 1079 PAGE 796

STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR. 97204

431762

1-1-74

WARRANTY DEED



KNOW ALL MEN BY THESE PRESENTS, That..... ERNEST L. MEYER and VIRGINIA S. MEYER, husband and wife, hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by City of Portland, a municipal corporation of the State of Oregon, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Multnomah and State of Oregon, described as follows, to-wit:

All that part of the East one-half of the Southeast quarter of Section 22, Township 1 South, Range 4 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, lying South of the South line of Dodge Park Boulevard, EXCEPT the West 100 feet of the North 100 feet of the South 350 feet thereof; and further EXCEPTING the property described as a tract of land situated in the East one-half of the Southeast one-quarter of Section 22, Township 1 South, Range 4 East of the Willamette Meridian in the County of Multnomah and State of Oregon, more particularly described as follows:

Beginning at the southwest corner of said legal subdivision; thence North, along the west line of said legal subdivision, a distance of 250.00 feet to a point; thence East, parallel with the south line of said legal subdivision, a distance of 100.00 feet to a point; thence North, parallel with the west line of said legal subdivision, a distance of 100.00 feet to a point; thence East, parallel with the south line of said legal subdivision, a distance of 50.00 feet to a point; thence South, parallel with the west line of said legal subdivision, a distance of 350.00 feet to a point in the south line of said legal subdivision; thence West, along said south line, a distance of 150.00 feet to the point of beginning.

Red By
National
to Company

BOOK OF RECORDS 12 24

BOOK 1079 PAGE 797

This deed is given in fulfillment of a contract dated 6/22/71 and the warranties hereof shall be construed as of date of said contract, provided however, that subsequent to said date the Grantor warrants the title to said premises against all lawful claims thereto arising by, through or under them.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except Easement for water pipes and roadway recorded 1/19/38 in Book 433 page 319, Deed Records; & Easement for water pipes and roadway recorded 11/18/65 in Book 424 page 81, Deed Records; and that

grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 65,000.00

IN WITNESS WHEREOF, the grantor has executed this instrument this 17 day of December, 1975;

if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

Ernest L. Meyer
Ernest L. Meyer

Virginia S. Meyer
Virginia S. Meyer

(If executed by a corporation, affix corporate seal)

STATE OF OREGON,

County of Multnomah

ss.

BE IT REMEMBERED, That on this 17th day of December, 1975 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Ernest L. Meyer and Virginia S. Meyer, husband and wife

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

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

Notary Public for Oregon.

My Commission expires 11-2-76

Ernest L. Meyer at ux
GRANTOR'S NAME AND ADDRESS
City of Portland

GRANTEE'S NAME AND ADDRESS

After recording return to:

NAME, ADDRESS, ZIP
City of Portland

NAME, ADDRESS, ZIP

County of
I certify that the within instrument was received for record on the

Director, Department of Administration Services, in and for said County, do hereby certify that this instrument of writing was received and recorded in the record of said County at

Dec 24 12 51 PM '75

RECORDING SECTION
ADMIN. SERVICES
MULTNOMAH CO., OREGON

In Book 1079
witness my hand and seal and dated as written.

Director, Department of Administration Services
66

Deputy.
Rec-17

WHEREAS, ERNEST L. MEYER and VIRGINIA S. MEYER, husband and wife, of Multnomah County, Oregon, by instrument dated October 7, 1937 and recorded in Deed Records of Multnomah County, Oregon, in Book 433 at page 319, conveyed to PLEASANT HOME WATER DISTRICT the following described real property:

"Beginning at a point on the West line of the East One-Half of the Southeast Quarter of Section Twenty-Two, Township One South, Range Four East of the Willamette Meridian, which point is two hundred fifty feet North of the Southwest corner of said East One-Half of the Southeast Quarter of Section Twenty-Two; thence North along the West line of said East One-Half of the Southeast Quarter of Section Twenty-Two; one hundred feet; thence, East one hundred feet; thence South one hundred feet; thence, West one hundred feet to point of beginning, all in Multnomah County, State of Oregon."

and,

WHEREAS, in addition to conveying the above described property, the Grantors therein conveyed to said Water District a right to operate and maintain a water line on a strip of land ten feet in width running from the North line of the above conveyed tract, North to the Southerly line of Dodge Park Boulevard, County Road No. 1305 (formerly Mt. Hood Railway), the west line of which strip is the west line of said East One-Half of the Southeast Quarter of said Section Twenty-Two, all in Multnomah County, Oregon; and,

WHEREAS, with respect to the above granted Easement, PLEASANT HOME WATER DISTRICT has heretofore laid a water main outside the said Ten-foot width and in order to have the said main on property covered by the Easement, it is necessary that the said Ten-Foot Easement be extended or widened to 15 feet, running from the South line of the said conveyed tract.

NOW, THEREFORE, for and in consideration of the sum of ONE HUNDRED DOLLARS (\$100.00), and other good and valuable considerations, the said ERNEST L. MEYER and VIRGINIA S. MEYER do hereby grant to PLEASANT HOME WATER DISTRICT, a Municipal corporation of Multnomah County, Oregon, its successors and assigns, the right to construct, operate and maintain a water pipeline on the following pieces of property;

Parcel I. On a strip of land fifteen feet in width, running from the North line of the above conveyed tract, North to the Southerly line of Dodge Park Boulevard, County Road No. 1305 (formerly Mt. Hood Railway), the west line of which strip is the West line of said East One-Half of the Southeast Quarter of said Section Twenty-Two; all in Multnomah County, Oregon.

Grantees shall have roadway rights over said fifteen-foot strip for the construction, operation and maintenance of their water lines, and the structures in connection therewith; it being understood that Grantors may maintain a

NOV 18 1965

BOOK 424 PAGE 82

locked gate at the Northerly entrance to said roadway, furnishing Grantees with a key thereto.

Parcel II: On a strip of land Ten Feet in width, running from the South line of the said conveyed tract, South to the South line of said Section Twenty-Two, the West line of which strip is the West line of the East One-Half of the Southeast Quarter of said Section Twenty-Two; all in Multnomah County, Oregon, it being expressly understood that the Grantors may maintain a fence across the South line of the said Ten-Foot strip.

Parcel III: On a strip of land Fifteen Feet in width, said strip being 7-1/2 feet on either side of a line running in a straight line northeasterly from the Northeast corner of the first above described tract to a point in the Southerly line of said Dodge Park Blvd., which point is approximately 71 feet Northwesterly, measured along said Southerly line of Dodge Park Blvd., from the intersection of said Southerly line of Dodge Park Blvd. with the East line of said Section 22, all in Multnomah County, Oregon.

Grantees agree that all pipeline rights-of-way shall be cleared by Grantees of all stumps and roots for a width of not less than three feet on each side of the center line of all pipes constructed; that said pipes shall have a three-foot coverage; that the topsoil shall be replaced on top of the backfill; that the backfill shall be at all times kept approximately level with the adjacent ground surface; that no claim shall be made by Grantees against Grantors for damage arising to said pipelines or structures by reason of future clearing of their adjoining lands by Grantors; that Grantors shall have the right to one 3/4-inch tap on said pipelines, with water service thereat for domestic use, at the regular charges and rates and under the rules, then or thereafter in effect for users inside said District; that any damage to crops arising by reason of said construction, operation or maintenance shall be repaired or repaid to Grantors by Grantees herein; that, in case of the abandonment of said property for water supply purposes, it shall revert to Grantors herein.

Dated, this 12 day of Nov, 1965.

Ernest L. Meyer (SEAL)

Virginia S. Meyer (SEAL)



OF OREGON)
County of Multnomah) ss.

BE IT REMEMBERED, that on this 12 day of Nov, 1965, before me, a Notary Public in and for said County and State, personally appeared the within named ERNEST L. MEYER and VIRGINIA S. MEYER, known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

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

[Signature]
Notary Public for Oregon

My Commission expires: 11/14

(SEAL) DOCUMENT 49490 RECORDED NOV 18 1965 12:41 PM SI COHN

Page 2-EASEMENT

NOV 18 1965

49490

ELECTRIC POWER LINE EASEMENT

BOOK 878 PAGE 591

KNOW ALL MEN BY THESE PRESENTS, That WILLIAM B. PARKER; SHIRLEY A. RANGLES; DORA M.CALEF; MOLLERS NURSERY, INC.; As their separate interest may appear.(hereinafter called "the Grantors," whether one or more than one), for and in consideration of the payment of the sum of one and no/100ths Dollars (\$ 1.00), the receipt of which is hereby acknowledged, hereunto grant, sell and convey unto Portland General Electric Company, an Oregon corporation,(hereinafter called "the Grantee," whether one or more than one), its successors and assigns, a perpetual easement and right of way over, under and across the following described parcel of land situated in Multnomah County,Oregon, being a strip of land ten (10) feet in width, extending five (5) feet on each side of a center line more particularly described as follows:

Beginning at a point in the South line of Carpenter Lane (County Road No. 414-30), Section 22, Township 1 South, Range 4 East, Willamette Meridian, said point being South 670.83 feet, along the West line of the Southeast one-quarter of said Section 22, and East 5 feet from the center of said Section 22; Running thence South, parallel with aforementioned West line, 1850 feet.

TO HAVE AND TO HOLD the above described easement and right of way unto the Grantee, its successors and assigns, together with the present right to top, limb or fell trees located on land owned by the Grantors, adjacent to the above described right of way, which danger trees will be determined by the Grantee.

Said easement and right of way shall be for the following purposes, namely: the perpetual right to enter upon and to erect, maintain, repair, rebuild, operate and patrol electric power lines, and appurtenant signal or communication lines, including the right to erect such poles, wires, cables, guys, supports and appurtenances as are necessary thereto, together with the present and future right to clear said right of way and keep the same clear of brush, timber, structures and fire hazards, ~~including the right to prevent the growth of trees and brush on said right of way by the use of chemical sprays.~~ 2/2/71

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

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

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

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

IN WITNESS WHEREOF, the Grantors have caused this easement to be executed this 13 day of

July, 19 72

Moller's Nursery, Inc.
by J. C. Walker, Jr. (SEAL)
William B. Parker (SEAL)
Dora Mae Calef (SEAL)
Shirley A. Randles (SEAL)

STATE OF OREGON

County of Multnomah } ss.

On this 13 day of July, 19 72, before me, the undersigned, a Notary Public in and

for said County and State, personally appeared Wm. C. Moller, William B. Parker, Dora Mae Calef,

Shirley A. Randles

to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they executed the same freely and voluntarily.

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

Robert W. Buckley
 Notary Public for Oregon

June 3, 1975

My commission expires



10556
DEED

STATE OF OREGON
COUNTY OF MILNEBACH
RECORDED
1912 AUG 28 PM 6:50
1912 AUG 28 PM 6:50

JOHN D. WELDON
DIR. REC. & ELEC.
MILNEBACH CO., OREGON

BOOK 878 PAGE 592

JOHN D. WELDON
DIR. REC. & ELEC.
MILNEBACH CO., OREGON
878
592

Witness my hand and seal of office attested.

Notary Public
for Oregon
J. D. WELDON
Director of Records and
Electronics
MILNEBACH CO., OREGON

410459

DEED

MOLLER'S NURSERY, INC., an Oregon corporation, grantor, conveys to the CITY OF PORTLAND, a municipal corporation of the State of Oregon, grantee, the following described real property:

The Southwest one-quarter of the Southeast one-quarter; and the South one-half of the Northwest one-quarter of the Southeast one-quarter of Section 22, Township 1 South, Range 4 East of the Willamette Meridian, in the County of Multnomah and State of Oregon; EXCEPTING therefrom that Parcel conveyed to The Mount Hood Railway and Power Company, in deed recorded January 12, 1911 in Book 525 page 113; ALSO EXCEPTING therefrom the parcel conveyed to Multnomah Central Railway Company in deed recorded September 30, 1912 in Book 594 page 377; and SUBJECT to the rights of the public in and to that portion of the above property lying within the limits of Dodge Park Boulevard and Carpenter Lane.

ALSO EXCEPTING therefrom a parcel described as follows:

A tract of land in the Southwest one-quarter of the Southeast one-quarter of Section 22, Township 1 South, Range 4 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

The South 100 feet of the West 100 feet of the tract of land conveyed by William B. Parker, Dora May Calef, and Shirley Ann Randles to Moller's Nursery, Inc., an Oregon corporation, by deed dated March 8, 1973, and recorded March 14, 1973, in Book 914, page 2010, Deed Records of Multnomah County, Oregon.

subject to and excepting an easement, including the terms and provisions thereof, for utility, from William B. Parker, et al, to Portland General Electric Company, an Oregon corporation, recorded August 28, 1973, in Book 878, page 591, Deed Records, (affecting the west 10 feet of said premises).

Reserving to the grantor a perpetual non-exclusive easement over and upon the following described property, to wit:

A tract of land in the Southwest one-quarter of the Southeast one-quarter; and the South one-half of the Northwest one-quarter of the Southeast one-quarter of Section 22, Township 1 South, Range 4 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

Page 1. Deed

Exhibit "B"

BOOK 1078 PAGE 1033

Exacted By
Pioneer National
Title Insurance Company

410459

BOOK 1078 PAGE 1034

The West 25 feet, Excepting therefrom the South 100 feet of the West 25 feet of that tract of land conveyed by William B. Parker, Dora May Calef and Shirley Ann Randles to Moller's Nursery, Inc., an Oregon corporation, by deed dated March 8, 1973, and recorded March 14, 1973, in Book 914, page 2010, Deed Records, Multnomah County, Oregon.

TOGETHER WITH:

A tract of land in the Southwest one-quarter of the Southeast one-quarter of Section 22, Township 1 South, Range 4 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

The South 15 feet, Excepting therefrom the West 100 feet of the South 15 feet, of that tract of land conveyed by William B. Parker, Dora May Calef and Shirley Ann Randles to Moller's Nursery, Inc., an Oregon corporation, by deed dated March 8, 1973, and recorded March 14, 1973, in Book 914, page 2010, Deed Records, Multnomah County, Oregon, and further Excepting therefrom the East 801 feet of that tract of land conveyed by William B. Parker, Dora May Calef and Shirley Ann Randles to Moller's Nursery, Inc., an Oregon corporation, by deed dated March 8, 1973, and recorded March 14, 1973, in Book 914, page 2010, Deed Records, Multnomah County, Oregon.

The terms of this easement are as follows:

1. Said easement is non-exclusive and is subject to the provisions of a prior easement in favor of Portland General Electric Company recorded August 28, 1973, in Book 878, page 591, Deed Records, and is further subject to use by the grantee herein, its agents, independent contractors and invitees.

2. Said easement is for road and irrigation purposes only and shall be used exclusively in connection with the growing of nursery stock. Grantor may construct, reconstruct, maintain and repair a road thereon, and lay and maintain water lines for irrigation purposes.

3. Said easement is appurtenant to the following described property (dominant estate):

- A. A tract of land in the Southwest one-quarter of the Southeast one-quarter of Section 22, Township 1 South, Range 4 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

The South 100 feet of the West 100 feet of the tract of land conveyed by William B. Parker, Dora May Calef, and Shirley Ann Randles to Moller's Nursery, Inc., an Oregon corporation, by deed dated March 8, 1973, and recorded March 14, 1973, in Book 914, page 2010, Deed Records, Multnomah County, Oregon.

Page 2. Deed

Recorded By
Pioneer National
Title Insurance Company

410459
BOOK 1078 PAGE 1034 1/2

Recorded By
Pioneer National
Title Insurance Company

upon which property is located a well; and

- B. A tract of land situated in the Northeast one-quarter of Section 27, Township 1 South, Range 4 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at a point in the north line of said Section 27, which bears North 89°41'15" East 483.13 feet from the northwest corner of said legal subdivision; thence South 0°10' East parallel with the west line of said legal subdivision, a distance of 1883.61 feet to a point in the northerly line of Market Road No. 15; thence South 71°54' East along said northerly line 875 feet, more or less, to the East line of the West one-half of the Northeast one-quarter of said Section 27; thence Northerly along said east line 2220 feet, more or less, to the northeast corner of the West one-half of the Northeast one-quarter of said Section 27; thence South 89°41'15" West along the north line of said Section 27, a distance of 831 feet, more or less, to the point of beginning.

upon which grantor operates a portion of his business by growing nursery stock thereon.

4. Grantor agrees to indemnify and defend grantee from any loss, claim or liability to grantee arising in any manner out of grantor's use of the easement strip. Grantor assumes all risk arising out of its use and grantee shall have no liability to grantor or others for any condition existing thereon.

5. In the event of any subdivision or sale of any portion of the servient estate described in paragraph 3 above, this easement shall remain appurtenant only to the largest remaining parcel and only to such parcel being used for growing of nursery stock and owners of any lesser parcels into which the servient estate may be subdivided shall have no right to use of the easement strip.

6. This easement shall be perpetual. However, in the event that it is not used by grantor for a period of three years for the purposes herein stated or if otherwise abandoned by grantor the easement shall automatically expire and grantor upon request shall execute a recordable document evidencing such expiration.

7. The City may reserve the right to oil or pave the easements herein reserved at their option to eliminate dust problems if any exist.

410459

The true and actual consideration for this conveyance is the sum of \$250,000 plus other property or value given or promised.

Dated this 26 day of November, 1975.



MOLLER'S NURSERY, INC.,
an Oregon corporation

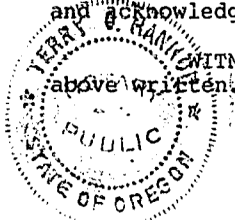
By William C. Moller
President

[Signature]
Secretary

Recorded By
Pioneer National
Title Insurance Company

STATE OF OREGON)
COUNTY OF MULTNOMAH) ss.

Personally appeared William C Moller and Gary M. Moller who being duly sworn, did say that They are the President and Secretary of Moller's Nursery, Inc., 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 acknowledged said instrument to be its voluntary act and deed.



WITNESS my hand and official seal the day and year last above written.

[Signature]
Notary Public for Oregon

My commission expires: 11/1/79

RECORDED

POWELL NATIONAL TITLE INSURANCE COMPANY
421 S. W. STARK
PORTLAND, OREGON 97204
A. C. Adams

DA

STATE OF OREGON) ss. DEED
Multnomah County)
Director, Department of Admin-
istration Services and Recorder of Conveyances, in
and for said County, do hereby certify that the
within instrument of writing was received for record
and recorded in the record of _____
of said County at _____
DEC 18 3 32 PM '15
RECORDING SECTION
ADMIN. CO., OREGON
MULTNOMAH COUNTY
1078 1036
1033
I, _____
Deputy.
1078 1036

61514

