

# EXHIBIT 3

BOOK 2795 PAGE 792

## EASEMENT

### COVENANTS, CONDITIONS AND RESTRICTIONS

DATE: October 2, 1993.

PARTIES: SHERYL ANDERSON and JAMES L. SMITH, (hereinafter "Anderson-Smith") as owners and in possession of Parcel A, as described in Exhibit "A," attached hereto and incorporated herein by this reference; and

MCQUINN FAMILY PIONEER CEMETERY ASSOCIATION, INC. an Oregon non-profit corporation, (hereinafter "McQuinn") as owner and in possession of Parcel B, as described in Exhibit "B," attached hereto and incorporated herein by this reference.

RECITALS: The parties to this Agreement intend to create permanent and irrevocable easement, covenants, conditions and restrictions applicable to the real property described herein. The easement shall be for a pedestrian right-of-way across and shall be across real property described in Exhibit "A" and shall be appurtenant and benefit the real property described in Exhibit "B."

The parties therefore agree as follows:

#### AGREEMENTS:

#### SECTION 1. Grant of easement, establishment of right-of-way.

1.1 Anderson-Smith hereby grants and conveys to McQuinn a permanent and irrevocable five foot wide easement, described in Exhibit "C," over, across and along the real property described herein as Parcel A. Such easement shall be appurtenant to and benefit Parcel B.

1.2 Such easement shall be used for pedestrian ingress and egress purposes by McQuinn. Use of the easement shall be on a regular, continuous, and exclusive basis for the benefit of McQuinn and the individual members of McQuinn.

1.3 In the event Parcel B is sold, transferred, assigned or hypothecated in any form or McQuinn becomes dissolved or no longer is in compliance for more than one year as a corporation under the laws and regulations of the State of Oregon, this Easement, Covenants, Conditions and Restrictions shall become null and void, and have no legal effect.

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(JWS\ANDERSON\EASEMENT)

AFTER RECORDING RETURN TO:  
FITZWATER & FITZWATER  
15431 SE 82nd Drive, Suite G  
Clackamas, OR 97015

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SECTION 2. Construction of pathway, gate, lock, sign and fence.

The right-of-way formed by the easement granted under this Agreement shall be improved in accordance with the following standards and procedures:

2.1 McQuinn agrees to install on or before October 1, 1994 a gate with a lock, a sign and fencing at the entrance of the easement and pathway at Lucy Reeder Road. A portion of the easement from the gate shall be fenced on both sides to discourage trespassers. The sign installed at the gate will identify that the site is private property. Only McQuinn Association members and their accompanied guests and agents are allowed entrance and shall have access to keys for the locked gate. The gate shall be locked at all times when the easement and pathway are not in use.

2.2 McQuinn may improve the easement and pathway with a surface sufficient to allow wheelchair access.

2.3 McQuinn shall maintain, at their own expense, the fence, gate, sign, and easement and pathway. Such maintenance shall be completed on an annual basis to assure that the activities occurring in the easement shall not interfere with the activities otherwise occurring on Parcel A.

SECTION 3. Conditions, Covenants and Restrictions.

3.1 General Declaration.

The parties hereby declare that Parcel B, described in Exhibit "B," and the easement, described in Exhibit "C," is and shall be perpetually subject to this declaration of covenants, conditions and restrictions.

3.2 Applicable Covenants, Conditions and Restrictions.

3.2.1 Use of easement.

The use of the easement in any form allowed herein, shall be limited to association members of McQuinn and their accompanied guests and agents. Use of the easement and Parcel B shall be to travel to and from Parcel B, to visit persons buried on Parcel B, and to maintain the easement and Parcel B. Large group functions, picnics and meetings [involving more than twenty (20) people] shall be prohibited. Any burials or construction of any buildings or structures on the easement (except as specifically allowed herein) or on Parcel B shall be prohibited, with the exception of the placement of a memorial stone and a bench for seating on Parcel B.

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(JWS\ANDERSON\EASEMENT)

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Access and use of the easement and Parcel B shall be limited to use only during daylight hours.

3.2.2 Installation of easement gate and fence.

McQuinn shall install a gate with a lock at the entrance of the easement and pathway at Lucy Reeder Road. A portion of the easement from the gate shall be fenced on both sides to discourage trespassers. McQuinn shall install and maintain a sign at the gate identifying that site is private property.

3.2.3 Parcel B fence.

McQuinn shall construct and maintain a fence around the perimeter of Parcel B consisting of materials that are standard farm fencing of barb wire or wire mesh.

3.2.4 Locking of gate.

The gate described above in paragraph 3.2.2 shall be locked at all times when the easement is not in use. The key or combination for operating the gate lock shall be allowed to only McQuinn association members.

3.2.5 Maintenance.

McQuinn shall maintain, at their own expense, the fence, gate, sign, easement pathway, and the Parcel B. Such maintenance shall be completed on an annual basis to assure that the activities occurring on the easement and on Parcel B shall not interfere with the activities otherwise occurring on Parcel A.

3.3 Miscellaneous.

3.3.1 Enforcement.

The owner of each parcel and the occupant, if any, shall be liable for the violation or breach of any term, covenant, condition or restriction contained herein. The remedies provided herein are accumulative, and the parties may pursue them separately or concurrently. The parties may pursue any other remedies which may be available under law or in equity although not expressed herein. Failure of a party hereto to exercise any such remedy shall not be deemed a waiver of such remedy or any other remedy.

3.3.2 Right of entry to inspect.

During reasonable hours Anderson-Smith, or their

agents, shall have the right to enter upon and inspect the easement for the purpose of verifying compliance with this Easement, Covenants, Conditions and Restrictions. Anderson-Smith, after giving McQuinn forty-eight (48) hours written notice (if notice is mailed, notice must be mailed seventy-two (72) hours prior to entry), shall have the right to enter upon and inspect Parcel B for the purpose of verifying compliance with this Easement, Covenants, Conditions and Restrictions.

3.3.3 Attorney Fees.

In any legal proceeding involving the enforcement of any provision hereof or any interpretation of the rights or liabilities of the parties hereto, the losing party or parties shall pay the attorney's fees and other reasonable costs of litigation of the prevailing party or parties, both at trial and on appeal, and such reasonable amount as shall be fixed by the court before which the matter is heard.

3.3.4 Failure to enforce.

The failure of any party to enforce any provision of this Easement, Covenants, Conditions and Restrictions by any party shall in no event be deemed to be a waiver of the right to seek such enforcement thereafter, nor a waiver the right to enforce any of the other provisions of this Easement, Covenants, Conditions and Restrictions.

3.3.5 Runs with land.

All the covenants, conditions, restrictions, and agreements set forth herein are made for the direct, mutual and reciprocal benefit of each and every parcel of the property; shall create equitable servitude upon each parcel and benefit the particular parcel as described above; shall create rights and obligations between the respective owners and occupants of all parcels, their heirs, successors, and assigns, and shall, as to the owner and occupant of each parcel, its heirs, successors and assigns, operate as covenants running with the land for the mutual benefit of all parcels except as otherwise herein provided.

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(JWS\ANDERSON\EASEMENT)

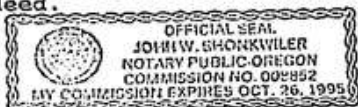
IN WITNESS WHEREOF, the undersigned have executed this Easement, Covenants, Conditions and Restrictions of the date first above written.

Sheryl Anderson  
Sheryl Anderson

James L. Smith  
James L. Smith

STATE OF OREGON )  
County of Clackamas ) ss.

Personally appeared before me this 19<sup>th</sup> day of November, 1993, the above named SHERYL ANDERSON and JAMES L. SMITH and acknowledge the foregoing instrument to be their voluntary act and deed.



John W. Shonkwiler  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 10/26/95

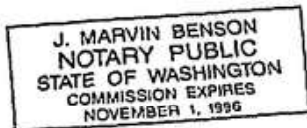
McQuinn Family Pioneer Cemetery Association, Inc.

By: Mary Anne Johnson  
President

By: Mary E. Johnson  
Secretary

STATE OF ~~OREGON~~ WASHINGTON )  
County of Clark ) ss.

Personally appeared before me this 8<sup>th</sup> day of October, 1993, the above named PRESIDENT and SECRETARY of the McQUINN FAMILY PIONEER CEMETERY ASSOCIATION, INC. and acknowledge the foregoing instrument to be their voluntary act and deed.



J. Marvin Benson  
NOTARY PUBLIC FOR ~~OREGON~~ WASHINGTON  
My Commission Expires: 11-1-96

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(JWS\ANDERSON\EASEMENT)

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## EXHIBIT "A"

All that portion of Tax Lot 9, Section 6, Township 2 North of Range 1 West of Willamette Meridian, lying northerly of Lucy Reeder Road, being County Road No. 1191-40 on Sauviés Island, in Multnomah County, State of Oregon, said Tax Lot 9 being described as:

Beginning in the south line of Alex McQuinn DLC on section line between Sections 6 and 5; thence north 751.35', thence north 35° 14½' west 1910.1', thence west 251', thence south 2000.7' to the south line of Alex McQuinn DLC, thence south 77° east 1389.29' to beginning. Except part in road #1191 and A one acre grave lot described as follows:

Commencing at the Southeast corner of McQuinn Donation Land Claim; thence North 77° West on the South line of said DLC 858 feet; thence North 35° 14½' West 2679.4 feet; thence South 42° 52' West 79 feet to the East corner of said grave lot; thence South 42° 52' West 208.72 feet to the Southeast corner of said grave lot; thence North 47° 08' West 208.72 feet to the West corner of said grave lot; thence North 42° 52' East 208.72 feet to the North corner of said grave lot; thence South 47° 52' East 208.72 feet to the East corner and point of beginning.

1 - EXHIBIT "A"  
(JMS\ANDERSON\EXHIBIT-A)

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EXHIBIT "B"

Commencing at the Southeast corner of McQuinn Donation Land Claim; thence North 77° West on the South line of said DLC 858 feet; thence North 35° 14' West 2679.4 feet; thence South 42° 52' West 79 feet to the East corner of said grave lot; thence South 42° 52' West 208.72 feet to the Southeast corner of said grave lot; thence North 47° 08' West 208.72 feet to the West corner of said grave lot; thence North 42° 52' East 208.72 feet to the North corner of said grave lot; thence South 47° 52' East 208.72 feet to the East corner and point of beginning.

1 - EXHIBIT "B"  
(JWS\ANDERSON\EXHIBIT-B)

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EXHIBIT "C"

Beginning at intersection of the North right-of-way line of Lucy Reeder Road, No. 1191 with the West line of Tax Lot 16, N.E. one-quarter of Section 6, T2N, R1W, W.M, thence North along the West line of Tax Lot 16, being the West line of the way of necessity, 820 feet; thence East along the line being the North line of the way of necessity 90.00 feet, more or less, to the Westerly boundary of the grave lot, Tax Lot 17; said easement to five (5) feet in width.

STATE OF OREGON }  
Multnomah County } 25

I, a Deputy for the Recorder of Comptrollers, in and for said County, do hereby certify that the within instrument of writing was received for record and record in the records of said County.

93 DEC -6 AM 10:55

RECORDING SECTION  
MULTNOMAH CO. OREGON

In Book BOOK 2795 PAGE 792 On Page

Witness my hand and seal of office at and

Recorder of Comptrollers

*C. Swick*

Deputy

HO 30  
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1 - EXHIBIT "C"  
(JWS\ANDERSON\EXHIBIT-C)

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