

SEAQUIST, LONG, AND SHORT TRACT

CITY OF MILTON-FREEWATER, UMATILLA COUNTY, OREGON

LEGEND

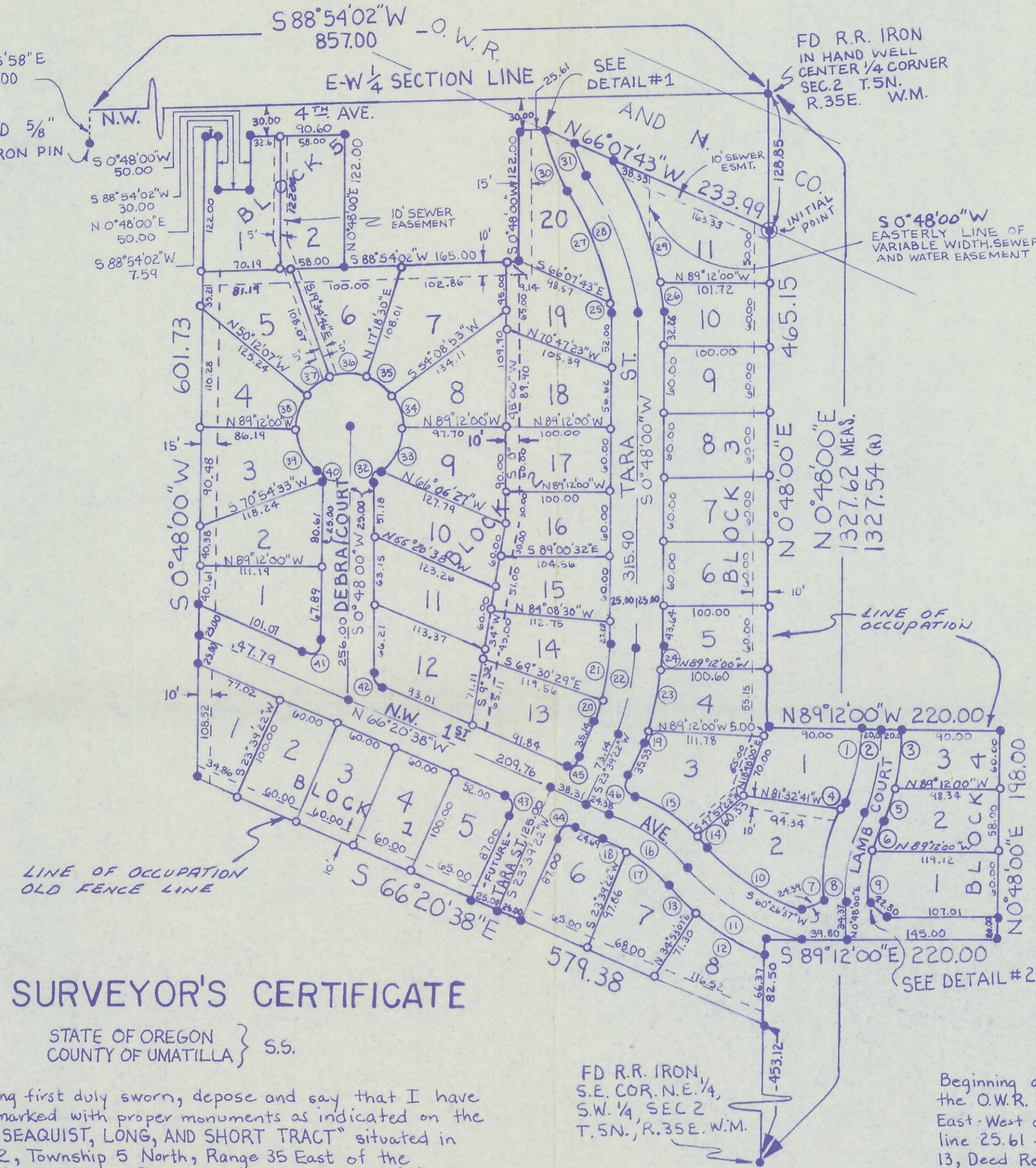
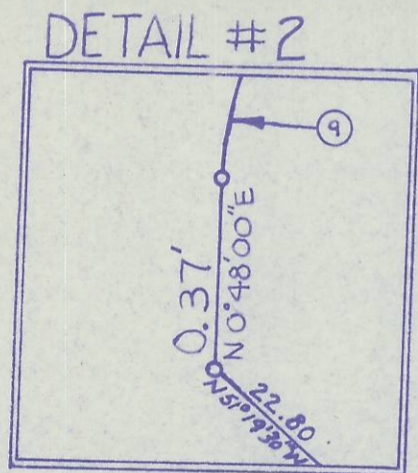
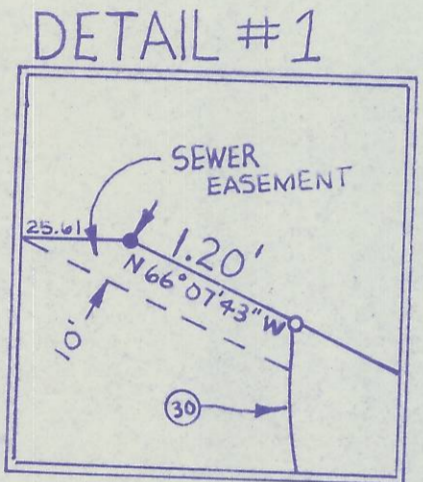
- DENOTES SET 3/8" x 30" IRON PIN UNLESS OTHERWISE NOTED
- DENOTES SET 1/2" x 24" IRON PIN
- ⊙ DENOTES INITIAL POINT - SET 2" IRON PIPE WITH BRASS CAP
- DENOTES EASEMENT LINES

BASIS OF BEARING

S 0°48'00"W FOR THE EAST LINE OF THE S.W. 1/4 SECTION 2 T.5N., R.35E., W.M. AS SHOWN ON JIM D. DWYER'S SURVEY DATED AUGUST 2, 1975, AND FILED IN THE UMATILLA COUNTY SURVEYOR'S OFFICE AS DRAWING NO. J-42-B

SCALE: 1" = 100'

AUGUST 3, 1979



CURVE	RADIUS	ARC	DELTA
1	180.00	75.86	24°08'49"
2	200.00	84.29	24°08'49"
3	220.00	60.77	15°49'36"
4	220.00	6.00	1°33'46"
5	220.00	31.95	8°19'13"
6	180.00	29.73	9°27'43"
7	220.00	82.89	21°35'13"
8	200.00	84.29	24°08'49"
9	180.00	46.13	14°41'06"
10	175.00	106.57	34°53'33"
11	200.00	129.04	36°58'02"
12	225.00	77.74	19°47'50"
13	225.00	36.04	9°10'38"
14	225.00	14.43	3°40'27"
15	225.00	73.18	18°38'03"
16	200.00	89.32	25°35'21"
17	175.00	50.74	16°36'40"
18	175.00	27.42	8°58'41"
19	225.00	11.95	3°02'33"
20	175.00	21.66	7°05'28"
21	175.00	48.15	15°45'54"
22	200.00	79.78	22°51'22"
23	225.00	61.43	15°38'34"
24	225.00	16.38	4°10'15"
25	175.00	7.96	2°36'26"
26	225.00	27.81	7°04'56"
27	175.00	113.37	37°07'09"
28	200.00	138.67	39°43'35"
29	225.00	125.53	31°57'58"
30	105.00	62.80	34°16'09"
31	80.00	33.48	23°58'47"
32	13.00	12.00	52°54'09"
33	50.00	46.17	52°54'09"
34	50.00	31.99	36°39'07"
35	50.00	32.15	36°50'23"
36	50.00	32.19	36°53'16"
37	50.00	26.72	30°37'21"
38	50.00	34.03	38°59'53"
39	50.00	46.17	52°54'09"
40	13.00	12.00	52°54'09"
41	13.00	25.61	112°51'22"
42	13.00	15.23	67°08'38"
43	13.00	20.42	90°00'00"
44	13.00	20.42	90°00'00"
45	13.00	20.42	90°00'00"
46	13.00	19.68	86°43'09"

SURVEYOR'S CERTIFICATE

STATE OF OREGON } S.S.
COUNTY OF UMATILLA }

I, Wayne O. Harris, being first duly sworn, depose and say that I have correctly surveyed and marked with proper monuments as indicated on the accompanying Plat of "SEAQUIST, LONG, AND SHORT TRACT" situated in the S.W. 1/4 of Section 2, Township 5 North, Range 35 East of the Willamette Meridian, City of Milton-Freewater and the County of Umatilla, Oregon, and that the initial point for this survey is located on the north-south centerline of said Section 2 at a point 128.85 feet Southerly of the center of said Section 2 at the southerly right of way line of the O.W.R. and N. Company.

Wayne O Harris

Wayne O Harris
Registered Land Surveyor

LEGAL DESCRIPTION

Beginning at the initial point; thence North 66°07'43" West along the Southerly Line of the O.W.R. and N. Company's right of way 233.99 feet to a point 30.00 feet Southerly of the East-West centerline of Section 2; thence South 88°54'02" West parallel to said centerline 25.61 feet to the Easterly Line of that parcel of land as described in Book 330, page 13, Deed Records; thence South 0°48'00" West along said Easterly Line 122.00 feet; thence South 88°54'02" West along the Southerly Line of last mentioned parcel 165.00 feet; thence North 0°48'00" East along the Westerly Line of last mentioned parcel 122.00 feet to a point 30.00 feet Southerly of said East-West centerline; thence South 88°54'02" West parallel to said centerline 90.60 feet to the Northeast corner of that parcel of land as described in Book 193, Page 623, Deed Records; thence South 0°48'00" West 50.00 feet to the Southeast corner of the last mentioned parcel; thence South 88°54'02" West 30.00 feet to the Southwest corner of the last mentioned parcel; thence North 0°48'00" East 50.00 feet to the Northwest corner of the last mentioned parcel; thence South 88°54'02" West 7.59 feet to the Westerly line as described in Book 3, page 542, Deed Records; thence South 0°48'00" West 601.73 feet; thence South 66°20'38" East along the Northerly Line of a parcel of land described in Book 172, page 469, Deed Records 579.38 feet to a point along the North-South centerline of Section 2, said point being 53 rods Southerly of center of Section 2; thence North 0°48'00" East along said North-South centerline 82.50 feet; thence South 89°12'00" East 220.00 feet; thence North 0°48'00" East 198.00 feet; thence North 89°12'00" West 220.00 feet to said centerline; thence North 0°48'00" East 465.15 feet to the initial point.

Area = 9.12 Acres

SEAQUIST, LONG, AND SHORT TRACT

APPROVALS CITY OF MILTON-FREEWATER

PLANNING COMMISSION

The accompanying Plat is approved by a resolution of the undersigned duly adopted this 22 day of Aug, 1979, and report of said approval filed:

James J. White
President

Steve J. Loveland
Secretary

COUNTY OF UMATILLA

COUNTY SURVEYOR

I, David H. Krumbain, County Surveyor, do hereby certify that I have examined the accompanying Plat of "SEAQUIST, LONG, AND SHORT TRACT" to the city of Milton-Freewater, Umatilla County, Oregon, that it complies with the laws of the state of Oregon with reference to the filing and recording of such Plats, and I therefore approve said Plat for the approval of the County Commissioners of Umatilla County, Oregon. Note variances granted by City

Dated this 21 day of Aug, 1979

David H. Krumbain

COUNTY ASSESSOR AND TAX COLLECTOR

I, James T. White, Assessor, and I, L. Z. Sied, Tax Collector of Umatilla County, Oregon, do hereby certify that we have examined the tax records relative to the land covered by the accompanying Plat and that all monies for the State and County taxes and assessments that could constitute a lien on said land have been paid.

Dated this 5 day of November, 1979.

James J. White
County Assessor

L. Z. Sied
County Tax Collector

COUNTY COMMISSIONERS

This is to certify that the accompanying Plat is approved for filing and recording in the "Record of Town Plats" of Umatilla County, Oregon by me, undersigned, by its order dated this 23 day of Oct, 1979, and recorded in the County Journal, Page 223.

Frank K. Stewart
Chairman

Commissioner

Commissioner

COUNTY CLERK

Attest
I, J. DEAN FOUQUETTE, County Clerk of Umatilla County, Oregon, do hereby certify that the above were on the date of said order above specified and now are the duly qualified elected, sworn and acting Chairman and Commissioners of said County and that the seal affixed is the seal of my office.

Dated this 6 day of NOVEMBER, 1979.

J. Dean Fouquette
County Clerk

DECLARATION AS TO RESERVATIONS, RESTRICTIONS AND COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, hereinafter designated as Dedicators, the owners of the property within the boundaries of the area platted in the accompanying plat, which land is hereinafter referred to as said Addition, do hereby adopt the accompanying plat and the general plan for the improvement, use and restriction of use of said Addition as shown on said plat and as in this declaration set forth. Dedicators hereby declare that such general scheme and plan as now hereby impressed, and fixed on all said Addition, and each part thereof, and that all the Dedicators successors, representatives and assigns, shall take title subject to such general scheme and plan, even though no reference to such plan shall be in any deed or conveyance to any such successors, representatives or assigns. Except as in this declaration stated, each of said restrictive and protective covenants shall run with the land and shall be binding upon all parties and persons claiming any interest in any lot in said Addition, or any portion of any lot therein.

Dedicators expressly reserve, for themselves and for their heirs, successors and assigns, the right to waive any one or more of the restrictive or protective covenants set forth in this declaration as any or all of such covenants may apply to any of dedicators lots, or any portion thereof, without notice to and without obtaining the consent of the owners of any of the other lots in said tract, or any other persons or agencies. Such waiver shall be in such written form as may be entitled to records, and may be either permanent, temporary, or conditional, and may be made either at the time of conveying the property affected, or at a later date. Such waiver shall not be effective until recorded in the Recorder's Office in Umatilla County, Oregon.

The restrictive and protective covenants shall be as follows:

1. There shall be erected on each lot one, and one only, residential unit for one family only and may not be moved thereon from elsewhere; and said building shall be constructed entirely on the premises. Such structures, commonly known as mobile homes and modular homes, shall not be erected.
2. All lots or portions thereof in said Addition shall be used and occupied for private residential purposes only, and no structure or buildings, or any part thereof, on any lot or lots or part thereof in said Addition shall be used or occupied as an apartment house, double house, or duplex, flat, lodging house, hotel, motel, store, sales yard, warehouse, hospital, institution, tavern, public house, garage, service station, place for public amusement, or as a place for a manufacturing, commercial, or professional enterprise of any nature whatsoever, except for the establishment of public parks.
3. That no barns, stables, cowhouse, or shed, pen, piggery, or sheep, goats, horse or cattle barn, shed or yard, or any structure or enclosure of any kind whatsoever, except said dwelling house and customary outbuildings thereof, and the yard, garden of said house, and fences and walls surrounding the same, shall be built, erected or maintained on any lot or lots, or portions thereof, in said Addition.
4. That no obnoxious or unsightly outbuildings shall be erected or placed on any lot or lots, or portions thereof, in said Addition. That no obnoxious or offensive trade or activity shall be carried on upon any lot or lots, or portions thereof in said addition, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. All premises shall be kept in a clean and orderly condition, and all growth of weeds shall be cut down or burned, and the premises shall at all times be kept in a neat and orderly condition, and no unsightly structure or properties of any kind may be stored upon said property which may or could detract from the value of surrounding properties, and any such storage shall be, and does, constitute a nuisance.
5. That no animals or livestock shall be kept on any of said lots, or any portion thereof, if the same produce an odory noise, or unsanitary condition operating to disturb the reasonable comfort of any occupant of any other of the lots; no kennel, dairy stable, barn or hut shall be erected or maintained on any of said lots or any portion thereof; nor shall dogs, cats, horses, cows, rabbits or other domestic animals ever be kept thereon; except that the restrictions in this subparagraph shall not be construed to prohibit ordinary household pets, as long as the same do not constitute an annoyance or nuisance.
6. Oil drilling, oil development operations, refining, mining operations of any kind, tunnels, mineral excavations, shafts, and borings shall not be permitted.
7. That no advertising signs shall be erected upon any of said lots, or any portion thereof, or upon any buildings or improvements located thereon, save and except name plates and For Sale or For Rent signs, all of which are to be, to relate, and to apply, and to be restricted to the lot or lots on which the same are placed.

Said covenants are for the benefit of each and all of the owners of the lot, or lots, or portion thereof in said Addition, and may be enforced by any one or more of them.

In the event of violation of any covenant contained in the declaration, actual damage to any other lot owner in said Addition shall be conclusively presumed, and the value of said damage shall be so presumed to be in an amount at least \$100 or in such greater amount as a court or jury may properly determine.

It shall be lawful not only for Dedicators and their successors in interest, but also for the owner or owners of any lot or lots in said Addition at any time to institute or prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate any of said covenants when effective. No covenant shall be enforced for damages against the dedicators, but said covenant may be proceeded on, for an injunction and specific performance thereof against Dedicators or their successors and also for damages against the party or parties violating the said covenant, or their heirs, executors, or assigns.

Time and the strict, prompt and punctual performance and observance of each and all of the covenants herein contained to be kept, performed and observed by the parties affected hereby are in each and every case of the essence of this declaration.

Invalidation of any one of these covenants, or any part thereof by judgement, decree or court order, shall not invalidate any other covenant.

IN WITNESS WHEREOF Dedicators have set their hands and seals this 22 day of August, 1979.

Paul R. Seaquist

Gale R. Long

John L. Short

David H. Krumbain
S.S.

Frank K. Stewart
Vice Pres.

DEDICATION

Know all men by these presents that the undersigned owners of said tract of land described in the Surveyor's Certificate, do hereby establish and acknowledge the accompanying Plat as the official map and Plat of "SEAQUIST, LONG, AND SHORT TRACT" and hereby dedicate to the public forever the streets and utility easements designated thereon.

Paul R. Seaquist

Gale R. Long

John L. Short

David H. Krumbain
S.S.

Frank K. Stewart
Vice Pres.

State of Oregon }
County of Umatilla } S.S.
On this 22 day of August, 1979, appeared personally the above signed who are known to me to be the identical individuals who executed the Plat dedication and acknowledged to me they executed the same voluntarily.

David M. Hoffman
Notary Public for the State of Oregon

My commission expires 4/24/81

OWNERS:

PAUL R. SEAQUIST, GALE R. LONG, AND JOHN L. SHORT
725 SOUTH MAIN ST.
MILTON-FREEWATER, OREGON

BANK OF COMMERCE
13 N.E. 5TH AVE.
MILTON-FREEWATER, OREGON

DEVELOPERS:

SEAQUIST AND ASSOCIATES
725 SOUTH MAIN ST.
MILTON-FREEWATER, OREGON

SURVEYOR:

WAYNE HARRIS CO., INC.
S.E. 17TH AND COURT PLACE
PENLETON, OREGON

STATE OF OREGON }
COUNTY OF UMATILLA } S.S.
I, J. Dean Fouquette, Sr., County Clerk, certify that this instrument was received and recorded
ON Nov. 6, 1979
at 2:20 o'clock P. in the record of said County in
Book 12 Page 17
By J. DEAN FOUQUETTE, SR. County Clerk
Deputy Mabel N. Farley
Fees \$ 25.00 No. 57999