

KNOW ALL MEN BY THESE PRESENTS: That I, C.T. Hall, widower, of Sherwood, Washington County, Oregon, in consideration of the sum of One Hundred (\$100.00) Dollars to me paid by the City of Sherwood, a municipal corporation of the State of Oregon, the receipt whereof is hereby acknowledged, do hereby give and extend unto the said City of Sherwood, the perpetual right, but subject to all the terms, conditions and covenants hereinafter contained, to lay, construct and maintain a storm water pipe drain or sewer for the drain of the Streets in said City across the following described real property, situate in Washington County, Oregon, to-wit:

A strip of land four (4) Feet wide and two hundred forty-three and sixty one-hundredths (243.60) feet long, more or less, extending two feet on each side of a center line commencing at a point on the southwesterly side line of Park Street in the City of Sherwood, Oregon, as laid out and dedicated, the same being the northeasterly line of the land of said Hall, one hundred four and five tenths (104.5) feet southeasterly from the intersection of the southeasterly line projected of 1st Street in said City with said side line of Park Street; running thence in a southwesterly direction, at a right angle with said side line of Park Street, a distance of two Hundred forty-three and sixty one-hundredths (243.60) feet, more or less, to its intersection with the west line of the land of said Hall and the east line of the land of Lewis Carlson.

together with the further right to enter upon said premises, for the purpose of constructing a trench thereon within which to lay said pipe line, and backfilling said trench and for the examination, testing, repairing and replacing said pipe line, and for the maintenance thereof.

PROVIDED, always, and this conveyance is upon the express condition that said City of Sherwood shall in all respects save the grantor herein harmless from all damages, loss and injury of any name or nature which may be caused or occasioned by the said City of Sherwood, its officers, agents and employees, in the exercise of the right hereby conferred; and PROVIDED always and this grant is upon the further express condition that the said City of Sherwood shall properly fill said trench after laying said pipe therein, and bring the surface of the ground over and above said pipe line to a level with the adjacent ground, and shall thus maintain the same; and PROVIDED further and this conveyance is upon the express condition that the said City of Sherwood shall lay said sewer pipe line between Park Street, within said City, and a point on the above described real property 100 feet distant therefrom in the ground at a depth from the surface thereof not less than six feet, and shall lay said pipe in the ground over the remainder of said tract of land hereinbefore described at a depth

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STATE OF OREGON,

County of Washington...SS.

THIS CERTIFIES, that on this 31st day of August, 1925,  
before me, the undersigned, a Notary Public in and for said County and State,  
personally appeared the within named C.T. Hall, widower, known to me to be  
the identical person described in and who executed the within instrument,  
and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal  
on the day and year last above written.

*J. C. Leedy*

NOTARY PUBLIC FOR OREGON.

My commission expires Jan. 25, 1926

of not less than three feet below the surface of said ground; and this conveyance is upon the further condition that in entering upon said premises for any purpose hereinbefore set forth, the said City of Sherwood shall cause or occasion no damage or injury to the undersigned, or any crops growing by him upon said premises or premises owned by him and adjacent to the premises hereinbefore particularly described, and that the grantor herein should have the full use, benefit and enjoyment of the real property hereinbefore particularly described, subject only to the right of the grantee to construct and maintain said pipe line as aforesaid, but without causing or occasioning any loss, injury or damage whatsoever unto the grantor.

In the event said City of Sherwood shall fail, refuse or neglect in any manner to fully perform each and all of the obligations upon it hereby imposed, and by it to be performed, or shall in any respect breach any of the conditions upon which this grant is made, or shall interfere with the use, benefit and enjoyment of the real property by the grantor, as hereinbefore set forth, then this right shall immediately cease and terminate; and the grantor, his heirs and assigns, shall have the right to immediately re-enter and take possession of said premises, and the whole thereof, and remove any and all pipes or pipe lines constructed by the grantee over and across said premises.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this

31st day of August, 1925.

WITNESSES:

J. E. Morbach

J. C. Leedy

C. J. Hall (SEAL)

140

COMPARED 6715

*Agreement*

STATE OF OREGON,  
Washington County, } ss.

I, James F. Dixon, do hereby certify  
that the foregoing is a true and correct copy of the original  
as the same appears on the records of the County of Washington  
at Hillsboro, Oregon, on the 10th day of July, 1927.  
at Hillsboro, Oregon, this 10th day of July, 1927.

*Dixon*  
JAMES F. DIXON  
County Clerk  
WITNESSES my hand and seal of office at  
Hillsboro, Oregon, this 10th day of July, 1927.  
*James F. Dixon*  
County Clerk

By \_\_\_\_\_  
Deputy

THE CITIZENS BANK  
HILLSBORO, OREGON

HARE, McALEER & PETERS  
ATTORNEYS AT LAW  
HILLSBORO, OREGON