

KNOW ALL MEN BY THESE PRESENTS, That The Frontier Leather Company, Inc., a corporation duly organized and existing under the laws of the State of Oregon, Grantor, in consideration of the sum of One and No/100 Dollars and other valuable consideration paid by the City of Sherwood, Oregon, a municipal corporation within and under the laws of the State of Oregon, Grantee, does hereby grant unto said Grantee, its successors and assigns, the following hereinafter described perpetual easement and temporary construction right of way upon, through, over and across those certain lands of the Grantor hereinafter described, in the County of Washington and State of Oregon, as follows:

(a) A temporary construction right of way across and over the lands of the Grantor 10 feet in width, being 10 feet on the west side of the center line of the hereinafter described pipe line right of way; said temporary construction right of way to expire and terminate upon completion of the said pipe line installation and in any event not later than December 31, 1953;

(b) A perpetual easement and right of way for an underground water pipe line upon, through, under and across the lands of the Grantor, including the right of ingress thereto and egress therefrom at all reasonable times by agents, contractors and employees of the Grantee, and the right to excavate for, construct, reconstruct and maintain on and in said right of way said water supply pipe line; said right of way easement to extend 5 feet on each side of the center line described as follows:

In the Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section 29, Township 2 South, Range 1 West, W.M., Washington County, Oregon, beginning at a point on the south line of said Section 29 North 89° 59' East 1346.8 feet from the south quarter corner of said Section 29; thence northerly in a direct line to a point which is North 39° 9' West 5 feet from a point, which point is North 89° 59' East 1351.8 feet and North 0° 1' West 232.32 feet from the South quarter corner of said Section 29.

The rights and privileges herein granted to the Grantee are subject to and conditioned that the Grantee, its agents, employees and contractors shall suffer or do no damage to said property unless the same is fully repaired, shall restore grounds as nearly as possible and reasonable to the pre-existing condition, shall install, maintain and operate said pipe line in such manner and to such extent as to not unduly interfere with the continued use and enjoyment of the property by the Grantor for the purposes not incompatible with the rights herein granted, and shall save and hold harmless the

Grantor from any liability or damages whatsoever arising in connection with the Grantee's activities on said property.

The Grantor hereby warrants that it is possessed of a fee simple title and estate in the above described lands and that it has a full legal right to grant unto the Grantee herein named the easement right and privileges hereinabove set forth.

IN WITNESS WHEREOF, the undersigned officials of the Grantor have hereunto affixed their signatures by order of the Board of Directors, with the seal of said corporation, this 14th day of ~~February~~ April, 1953.

THE FRONTIER LEATHER COMPANY, INC.

By Walter K. Rush, Jr. President

By George F. Patten, Jr. Secretary



STATE OF OREGON )  
County of ~~Washington~~ MULTNOMAH )

On this 24th day of ~~FEBRUARY~~ April, 1953, before me appeared

Walter K. Rush, Jr. and George F. Patten, Jr.

both to me personally known, who being duly sworn, did say that he, the said Walter K. Rush, Jr. is the President, and he, the said George F. Patten, Jr. is the Secretary of The Frontier Leather Company, Inc., the within named corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and Walter K. Rush, Jr. and George F. Patten, Jr. acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal

the day and year last above written.

STATE OF OREGON )  
Washington County, ) ss.

Filed for record June 11 1953 at 8:30 A.M.

R. N. TORBET, COUNTY CLERK

By Ingeborg Hansen Deputy

M. K. [Signature]  
Notary Public for Oregon

My Commission expires: 8/6/54

3040 INDEXED

*The Portland Water Co.*

*Assessment - Water line*

*To  
City of Portland*

STATE OF OREGON,  
County of Washington, ss.

I, R. N. TORBET, do hereby certify  
that the foregoing instrument was re-  
ceived for record on the 11 day  
of June, 1953  
at 8:30 o'clock AM, and recorded  
on page 623 in Book 345  
of Records of Meets  
of said County.

WITNESS my hand and seal hereunto  
set this 11 day of June  
A. D., 1953.

R. N. TORBET, County Clerk.  
By Jugenberg Hansen  
Deputy.

FREDERICK A. ANDERSON  
ATTORNEY AT LAW