

1967

TITLE INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, That IRVIN W. BEST and EDITH S. BEST, husband and wife,

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by CITY OF SHERWOOD, 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 Washington and State of Oregon, described as follows, to-wit:

Tract I: The Northerlymost 151 feet of the Westerlymost 216 feet of that certain tract in Sec. 31, Township 2 South, Range 1 West, W.M. Washington County, Oregon, described as:

Beginning at a point South 89°18' West 27.92 chains from the Northeast corner of Section 31, Township 2 South, Range 1 West, W.M. Washington County, Oregon; thence South 10 chains; thence North 89°18' East 216 feet to a point; thence North parallel to the West line of the tract hereby described, 10 chains to a point; thence South 89°18' West 216 feet to the point of beginning.

Tract II: A perpetual right of way and easement for road, water line and utility purposes, on, over, and across, through, under, along and within the Westerlymost 30 feet, excepting the Northerlymost 151 feet of Tract I hereinabove described.

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. SUBJECT TO rights of the public to any portion lying within the boundaries of roads and highways, and that grantor will warrant and forever defend the above granted 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 \$ 1,800.00. However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which).

In construing this deed and where the context so requires, the singular includes the plural. WITNESS grantor's hand this 27 day of Nov, 1968.

Irvin W. Best
Edith S. Best

STATE OF OREGON, County of Washington, ss. Nov 27, 1968. Personally appeared the above named IRVIN W. BEST and EDITH S. BEST

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: [Signature] Notary Public for Oregon My commission expires 2-07-1972

NOTE—The sentence between the symbols (), if not applicable, should be deleted. See Chapter 462, Oregon Laws 1967, as amended by the 1967 Special Session.

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71
7573
No.

WARRANTY DEED

IRVIN W. BEST, et ux

TO CITY OF SHERWOOD, a

municipal corp.

AFTER RECORDING RETURN TO

FREDERICK A. ANDERSON
ATTORNEY AT LAW
8335 S. W. CHERRY ST.
INGARD, OREGON 97121
503-821 F. O. BOX 25-24

STATE OF OREGON
County of Washington ss. Needi

(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

I, Roger Thomssen, Director of Records and Elections and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records

No. 725 of said County

Witness my hand and seal affixed. ROGER THOMSSON, Director of Records & Elections

DEC 3 2 57 PM '68 Deputy

BOOK 725 PAGE 764

Copy of agreement filed in Agreements file

O P T I O N

THIS AGREEMENT, Made this 27 day of June, 1968
between Irvin W. Best and Edith S. Best
husband and wife, hereinafter termed Optionors (Sellers), for and
in consideration of the sum of \$500.00 to us in hand paid, the
receipt whereof is hereby acknowledged from the CITY OF SHERWOOD,
a municipality of the State of Oregon, hereinafter termed the CITY,
do hereby give and grant unto the CITY, the sole, exclusive and
irrevocable right and option, to and including the first day of
December, 1968 to purchase subject to the terms and provisions
hereof the following described real property in the County of Wash-
ington, State of Oregon:

TRACT I: Fee simple title in and to the Northerly-
most 151 feet of TRACT III hereinafter described.

TRACT II: A perpetual right of way and easement for
road, water line and utility purposes on, over and
across, through, under, along and within the Westerly-
most 30 feet, excepting the Northerlymost 151 feet,
of TRACT III hereinafter described.

TRACT III: A portion of the following described prop-
erty: Beginning at a point South 89°18' West 10 chains
from the Northeast corner of Section 31, T2S, R1W, W.M.,
Washington County, Oregon, and running thence South
89°18' West 17.92 chains; thence South 10 chains; thence
North 89°18' East 18 chains; thence North 28' West 10
chains to the place of beginning; said portion being
described as follows:

Beginning at the Northwest corner of above described
tract; thence running South 10 chains; thence North
89°18' East 5 chains; thence North parallel with the
West line 10 chains to the North line of the above
mentioned 18-acre tract; thence West following said
North line 5 chains to the place of beginning, ex-
cepting the East 114 feet thereof.

This option is granted and received on the following terms
and conditions:

If the option to purchase TRACTS I and II above described
shall be exercised within the time and in the manner herein provided,
the agreed purchase price shall be the sum of EIGHTEEN HUNDRED AND
NO/100 (\$1,800.) DOLLARS, including the option consideration here-
inabove expressed, to be paid upon closing as hereinafter set forth.

In the event the option be not exercised within the time and in the manner hereinafter set forth, the option consideration hereinabove mentioned shall be retained by the Optionors (Sellers) as consideration for the option and for the temporary uses herein- after described and this option shall thereupon be of no further force and effect.

The option to purchase shall be exercised, if at all, not later than November 30, 1968 by resolution of the City Council of Sherwood, a certified copy of which shall be delivered in hand to Optionors (Sellers), or posted in the U. S. Post Office, Sherwood, Oregon, by Certified Mail, not later than the close of business on November 30, 1968, time being of the essence hereof.

Promptly upon notice of the exercise of said option, Sellers shall deliver to the CITY's Recorder, a warranty deed to said prem- ises conforming to the provisions hereof, and the purchase price shall thereafter be paid in the normal course of audit of the CITY's accounts after recording of the deed and determination that title to the premises as in said deed described shall be vested in the City of Sherwood.

Upon payment of the option consideration of \$500.00, and execution of this option by the Optionors (Sellers), the CITY shall be, and it is hereby, authorized to enter upon TRACTS I and II for the purpose of determining the suitability of the said premises for construction of a municipal water well and to thereon drill such test hole or holes as in the CITY's discretion shall be necessary to ascertain the availability of an adequate water supply for municipal purposes.

In the event the CITY shall determine that the option shall not be exercised, the CITY shall remove all machinery, supplies and materials from the said premises and shall leave same free of any debris and in good order and condition within the option period herein provided.

If the option be exercised as herein provided, it is agreed that TRACT I shall be used exclusively as a site for municipal well or wells, and that any wellhouse or other structure placed on the premises shall conform to reasonable esthetic standards and design, and that no shops, warehouses or other outbuildings shall be constructed on the premises but this shall not be construed to preclude use of the property for storage of pipe, fittings and other usual and customary water supply materials so long as same are neatly and orderly placed upon said premises.

With respect to TRACT II (Easement), if this option be exercised the CITY agrees as follows:

- (a) To keep and maintain the present fence in place along the West boundary of TRACTS I and II.
- (b) To construct a new fence (of equal quality and standards to that existing along the South line of TRACT III) along that portion of the East line of TRACT II lying within 107 feet of Meinecke Road.
- (c) The existing fence along the South line of TRACT II shall be removed and shall be reconstructed on the East line of TRACT II extending from a point 107 feet North of the North line of Meinecke Road to a point 204 feet North of Meinecke Road.
- (d) The City shall construct a new fence of at least 45" woven wire material with steel posts, of sheep and cattle type with one 4 point barbed wire top, along that portion of the East line of TRACT II extending from a point 204 feet North of Meinecke Road to a point 151 feet south of the North line of TRACT I.

The City shall further construct a fence of similar quality and design along the South line of TRACT I extending from the East line thereof 186 feet to the Northeast corner of TRACT II.
- (e) The City shall place a 12-foot steel frame and woven wire double gate within the East-West dimension of TRACT II at a point 204 feet North of the North line of Meinecke Road with sufficient additional fencing materials as necessary to effectuate the enclosure of all of TRACT II lying North of said point.
- (f) All posts installed with respect to the above described fencing, where not otherwise specified, shall be pretreated cedar equal to the pre-existing fence posts now installed on the premises.

In the event the option be exercised, the CITY agrees, at any time the Seller shall desire, the CITY shall accept fee simple title to TRACT II as a public way and same may be utilized as a means of access to that portion of TRACT III not included within TRACTS I and II.

In the event the option be exercised, the CITY agrees within a reasonable time and not later than July 1, 1969 to grade and apply a rock base and 18-foot blacktop paving within the boundaries of TRACT II and install a drain tile 8 inches in diameter at the approximate point of the above described gate.

The new water line placed within TRACT II for general City purposes shall be considered in all respects as a water service line and connections may be made for the benefit of the remainder of TRACT III, exclusive of TRACTS I and II, on the same terms and conditions and subject to the same fees as applicable elsewhere in the City of Sherwood.

IN WITNESS WHEREOF, Optionors (Sellers) have hereunto set their hands the day and year first hereinabove written.

Irvin W. Best (SEAL)

Edith S. Best (SEAL)

STATE OF OREGON)
County of Washington) ss.

On this 27 day of June, 1968 personally appeared the above named Irvin W. Best & Edith S. Best and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Ray J. Linn
Notary Public for Oregon
My Commission expires Aug. 9, 1969

The CITY does hereby take this Option subject to the above terms and conditions.

CITY OF SHERWOOD

By: Ad. E. Chalberger Mayor

By: Marjorie Stewart Recorder