

6433

KNOW ALL MEN BY THESE PRESENTS, that CHARLES O. HEADD and VIVIAN E. HEADD, husband and wife, \_\_\_\_\_

\_\_\_\_\_ hereinafter termed grantors, for and in consideration of the sum of One Dollar and other valuable consideration and the benefits to be derived hereunder, do hereby give, grant and dedicate TO THE PUBLIC and to THE CITY OF SHERWOOD, a municipality of the State of Oregon, for public road purposes the following described lands in the County of Washington, State of Oregon:

The North five (5.00) feet of Lots 3,4,5 and 6 of "Hacker's Addition", along E. Oregon Street, a subdivision of record in Section 32, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon.

IN WITNESS WHEREOF, grantors have hereunto affixed their signatures this 22 day of June, 1971.

Charles O. Headd

Vivian E. Headd

STATE OF OREGON )  
County of Washington ) ss.

June 22 1971

Personally appeared the above named CHARLES O. HEADD and VIVIAN E. HEADD, \_\_\_\_\_

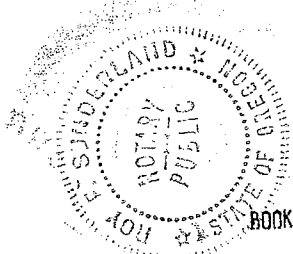
and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Ray Sunderland  
Notary Public for Oregon

My Commission Expires: 6/19/73

Filed for record \_\_\_\_\_ at \_\_\_\_\_ A.M. P.M.  
ROGER THOMSEN, Director of Records & Elections  
Deputy



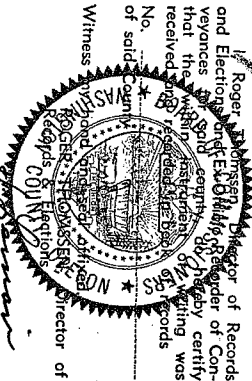
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1 - Deed of Dedication

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Deputy



STATE OF OREGON  
County of Washington

Headd  
ss

THIS AGREEMENT made and entered into this 11 day of February, 1970, between the City of Sherwood, hereinafter termed "City" and Charles O. Headd, hereinafter termed "Headd",

W I T N E S S E T H:

WHEREAS, Headd has developed certain residential properties within the City abutting on a way known as Roy Street, and

WHEREAS, the access to said premises involving portions of Roy Street was unimproved, and

WHEREAS, Headd has improved Roy Street and represented to the City that said improvements comply with the requirements of Section 24, Ordinance 518, and has requested that the City accept said street for maintenance and repair, and

WHEREAS, Headd has agreed to promptly remedy all defects in said roadway upon notice from the City and to keep and maintain said roadway for a period of one year after the acceptance thereof, and

WHEREAS, the City requires enforceable assurances that said roadway will be so maintained and any defects will be corrected, and that Headd will faithfully and truly perform all things required to be performed hereunder, and

WHEREAS, Headd has supplied the City with corporate surety bond in the sum of \$1,000.00 to secure the performance of the terms and conditions hereof,

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

(1) That Headd will remedy all defects, and agrees to keep, repair and maintain said roadway for a period of one year from the date of acceptance of said roadway for maintenance by the City, and

(2) Headd further agrees that if he shall fail to comply with all of the requirements hereof, or in any particular perform

same in a defective manner, upon notice by the City to Headd, and such default continuing thereafter, the City will, and it is hereby, authorized to have such work performed as necessary to correct the defects, or to repair and maintain Roy Street, and shall charge same against Headd and Headd hereby agrees to pay any such charges as hereinabove set forth.

(3) Headd does hereby expressly covenant and agree to save, hold harmless and indemnify the City for and from any amount which the City shall be required to pay by reason of defective performance on the part of Headd with respect to this agreement.

IN WITNESS WHEREOF, the City of Sherwood acting under authority of resolution of the City Council has caused this instrument to be executed, and Charles O. Headd has hereto affixed his signature on the day and year first hereinabove written.

CITY OF SHERWOOD

By: [Signature]  
Mayor

Attest: Marjorie Stewart  
Recorder

Charles O. Headd  
Charles O. Headd

STATE OF OREGON )  
County of Washington ) ss.

Personally appeared the above named CHARLES O. HEADD and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:  
[Signature]  
Notary Public for Oregon  
My Comm. Expires: 9/28/70

CITY OF SHERWOOD, OREGON

RESOLUTION AUTHORIZING THE MAYOR AND RECORDER TO EXECUTE THE REPAIR AND MAINTENANCE AGREEMENT WITH CHARLES O. HEADD WITH RESPECT TO ROY STREET AND AUTHORIZING THE CITY'S ACCEPTANCE OF SAID STREET FOR REPAIR AND MAINTENANCE SUBJECT TO THE TERMS AND PROVISIONS OF SAID AGREEMENT

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WHEREAS, Charles O. Headd has executed an agreement, copy whereof is hereto attached and by this reference made a part hereof, whereby he agrees to correct any defects in Roy Street and to keep and maintain said street for a period of one year from the time of acceptance of said street and has posted a surety bond in the sum of \$1,000 to secure performance of said agreement,

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Sherwood as follows:

(1) That the Mayor and Recorder be authorized to execute the said agreement, copy whereof is hereto attached, in behalf of the City of Sherwood;

(2) That Roy Street, as dedicated to the public, described in Plat filed of Record in Book 11, page 36, of Plat Records of Washington County be, and the same is hereby accepted for maintenance by the City of Sherwood.

Passed by unanimous vote of the City Council at its regular meeting of February 11, 1970.

Marjorie Stewart  
City Recorder