

TC

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AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 6th day of December, 1983, by and between Archdiocese of Portland in Oregon for St. Francis Parish, hereinafter called the first party, and City of Sherwood, Oregon, a municipality in the State of Oregon, hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in Washington County, State of Oregon, to-wit: Book 526, Page 44 of the Washington County Deed Records.



and has the unrestricted right to grant the easement hereinafter described relative to said real estate;

NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the second party to the first party paid and other valuable considerations, the receipt of all of which hereby is acknowledged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party

A perpetual easement as a public right of way for the use as a footpath only.

(Insert here a full description of the nature and type of the easement granted to the second party.)

The second party shall have all rights of ingress and egress to and from said real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.

The second party hereby agrees to hold and save the first party harmless from any and all claims of third parties arising from second party's use of the rights herein granted.

The easement described above shall continue for a period of perpetuity, always subject, however, to the following specific conditions, restrictions and considerations:

If this easement is for a right of way over or across first party's said real estate, the center line of said easement is described as follows:

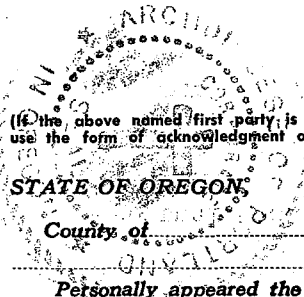
Beginning at the southwest corner of the tract of land described in Book 526, Page 44 of the Washington County Deed Records, said point being marked by a 5/8" iron rod indicated in County Survey #19,613; thence N 0°52'30"W, 4.0 feet to the true point of beginning; thence N 89°45'00"E, 389.28 feet; thence south 16.50 feet; thence N 89°44'59"E, 66 feet; being situated in the SW quarter of Sec 29 and N.W. quarter of Sec 32 T.2 S, Range 1 W. of the W.M., Washington County, Oregon.

and second party's right of way shall be parallel with said center line and not more than four feet distant from either side thereof.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest as well.

In construing this agreement and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this, the day and year first hereinabove written.



(If the above named first party is a corporation, use the form of acknowledgment opposite.)

STATE OF OREGON,)
County of Washington,) ss.
Personally appeared the above named _____, 19____.

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

Before me:
(OFFICIAL SEAL)
Notary Public for Oregon
My commission expires: _____

ARCHDIOCESE OF PORTLAND IN OREGON

Cornelius M. Power

(ORS 93.490)

STATE OF OREGON, County of Multnomah, ss.

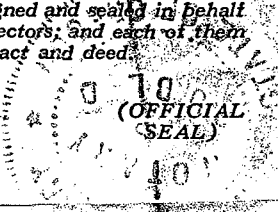
December 6, 1983
Personally appeared Cornelius M. Power and _____

_____ who, being duly sworn, each for himself and not one for the other, did say that the former is the _____

_____ president and that the latter is the secretary of Archdiocese of Portland in Oregon

_____ a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:
Patricia A. Querry
Notary Public for Oregon
My commission expires: 4/9/86



AGREEMENT FOR EASEMENT

BETWEEN

Archdiocese of Portland in Oregon
for St Francis Parish

AND

City of Sherwood, Oregon, a
municipality in the State of Oregon

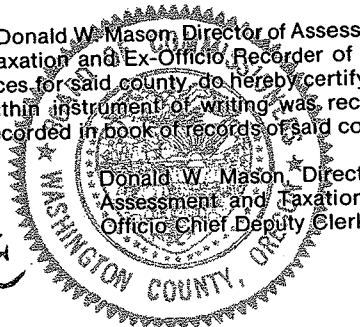
AFTER RECORDING RETURN TO

*City of Sherwood
PO Bx 167
Sherwood OR
97140*

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON }
County of Washington } SS

I, Donald W. Mason, Director of Assessment and Taxation 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 of said county.



900/c

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