

DEED.

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the undersigned, The Oregon Iron & Steel Company, an Oregon corporation, hereinafter called "Grantor", by deed of conveyance dated December 27, 1927, recorded May 25, 1928, in book 193, at page 202 et seq., Deed Records of Clackamas County, Oregon, conveyed to School District No. 106, Clackamas County, Oregon, that certain parcel of real property hereinafter described, and

WHEREAS, said deed of conveyance was made subject to certain conditions, restrictions and reservations therein set forth, whereby said parcel of real property would be maintained and operated by said School District for school work and school recreational purposes for the residents of said School District, and

WHEREAS, heretofore on the 10th day of November, 1953, by an affirmative vote of the majority of votes cast in a school election held in said School District, and on the same date by an affirmative vote of a majority of the votes cast in a school election held in School District No. 47, Clackamas County, Oregon, said School Districts chose to be consolidated into a single School District in accordance with the provisions of Article 3, Chapter 8, Title 111, Oregon Compiled Laws Annotated as amended, and

WHEREAS, thereafter said School District No. 106, by deed of conveyance dated November 16, 1953, for the reasons therein expressed, conveyed to the undersigned said parcel of real property upon the conditions therein stated, which deed was recorded on the 28th day of December, 1954, in book 490 at page 107, et seq., Deed Records of Clackamas County,

Oregon, and

WHEREAS, thereafter on the 20th day of November, 1953, the District Boundary Board of Clackamas County, Oregon, by order duly made, consolidated said School Districts into a single school district, designated School District No. 7, Clackamas County, Oregon,

NOW, THEREFORE, for the reasons and purposes stated and in accordance with the conditions and provisions contained in said deed of conveyance hereinabove last described, and in consideration of the sum of One (\$1.00) Dollar paid to the grantor herein by said School District No. 7, Clackamas County, Oregon, receipt of which hereby is acknowledged, the Grantor hereby grants, bargains, sells and conveys unto said School District No. 7, Clackamas County, Oregon, hereinafter called "Grantee", its successors and assigns forever, but subject to the reservations, restrictions and conditions hereinafter set forth, that certain parcel of real property situate in Clackamas County, Oregon, described as follows, to-wit:

That portion of Block One Hundred Thirty-Two (132), of Lake View Villas as platted and recorded in the records of Clackamas County, Oregon, more particularly described as follows: Commencing at the most Easterly corner of Block 131, Lake View Villas aforesaid; thence S. 85° 39' East along the Southerly boundary of Block 132, a distance of 72.95 feet to an iron pipe which is the place of beginning of the tract of land to be described; thence N. 25° 18' W. 201.29 feet to an iron pipe; thence N. 63° 10' E. parallel to and 25 feet distant from the Northwesternly line of said Block 132, for a distance of 194.74 feet to an iron pipe at the most Westerly corner of the tract of land deeded by The Oregon Iron & Steel Company to the Lake Grove Anglers Club by deed dated January 31, 1922; thence Southerly along the Westerly line of said tract of land deeded to the Lake Grove Anglers Club and parallel with and 75 feet distant from the Westerly line and the

extension thereof southerly of lot 1, Block 133, of said Lake View Villas, to a point in the southeasterly boundary line of said Block 132; thence southwesterly along the southeasterly line of said Block 132, to the place of beginning, in Lake View Villas according to the map and plat thereof recorded at page 28, of book 11, of the records of plats of said Clackamas County, State of Oregon.

TO HAVE AND TO HOLD the land and the rights herein granted to the said grantee, its successors and assigns forever, but subject to the conditions and provisions aforesaid and to the following covenants, to-wit:

1. The grantee covenants and agrees to maintain and operate said property in accordance with the purposes and restrictions set forth herein to the end that it may be used and enjoyed for school, park and recreational purposes by the people and their children residing in the area formerly comprising School District No. 106, Clackamas County, Oregon, described as follows, to-wit:

Beginning at the northeast corner of Section 4, T. 2 S., R. 1 E., thence South along section line 20.00 chains to northeast corner of the south half of the northeast quarter of section 4; thence West along 1/16 section line 40.00 chains to 1/4 section line; Section 4; thence South along 1/4 section line 20.00 chains to center of Section 4; thence East along 1/4 section line 40.00 chains to the east 1/4 corner of Section 4; thence South along section line to its intersection with the boundary of the plat of Forest Hills; thence following the boundary of said plat of Forest Hills in a westerly and southerly direction to its intersection with the south line of Section 4; thence West along section line to the south 1/4 corner of Section 4; thence South along 1/4 section line 53.58 chains to the south line of Sucker Lake; thence West along south line of Sucker Lake to its intersection with the west boundary of F. A. Collard Claim; thence South along west line of said Collard Claim to the Southwest corner of

the said Collard D. L. C.; thence Easterly along the South line of said Collard Claim to the Northwest corner of the Jesse Bullock D. L. C.; thence South along the West line of said Bullock D. L. C. to the North line of a tract of land conveyed to J. O. Tiedeman by deed recorded in Book 83, page 284, Deed Records; thence West along the North line of said Tiedeman tract to the Northwest corner thereof; thence South along the West line of said Tiedeman tract 881 feet to the quarter section line running East and West through Section 16, T. 2 S., R. 1 E., of the W. M.; thence North 89° 54' West along said quarter section line, 1521.45 feet to the quarter section corner between Sections 16 and 17, T. 2 S., R. 1 E., of the W. M.; thence West along 1/4 section line 20.00 chains, more or less, to center of Section 17, T. 2 S., R. 1 E.; thence South 2,822.76 feet to the land of Frank Childs; thence West 1122.0 feet; thence South 310 feet, more or less, to the Northwest corner of a tract conveyed to Ellsworth C. Wetherby, et ux. by deed recorded August 25, 1948 in Book 410, page 412, Deed Records; thence East along the North line of said Wetherby tract, 132 feet to the Northeast corner of said Wetherby tract; thence South along the East line of said Wetherby tract 660 feet to the center line of Childs Road; thence West along the center line of said Childs Road, 552 feet along the center of said Childs Road; thence South 20.00 chains, more or less, to the center of the Tualatin River; thence Westerly along Tualatin River center to the Willamette Meridian; thence North along Meridian 270.00 chains to twp. corner; thence East along twp. line 240.00 chains to place of beginning.

2. The grantor hereby reserves and excepts from this transfer any rights or privileges of using the waters of Oswego Lake for any purposes whatsoever and the grantee particularly covenants and agrees that no part of said premises will be used for a public dock or boathouse or as a launching or landing place for boats, canoes or other water craft or devices of any kind or character, provided, however, that the grantee may construct and maintain such improvements as may be necessary or suitable for the designated use of the property.

3. The property herein granted shall at all times be under the strict control and supervision of the grantee, its successors and assigns, and shall not be leased by the grantee, or be used by any person, firm or corporation in whole or in part for any commercial purpose or in any manner or for any other purpose, except as herein expressly provided, it being the purpose of this instrument and the intention of the parties to prohibit the use of said property by the public at large as distinguished from the residents of the area hereinabove described and formerly comprising School District No. 106.

4. All of the covenants, conditions, reservations and provisions in this instrument shall be strictly construed to accomplish the purposes herein expressed and nothing contained herein shall be construed as prohibiting or preventing the grantee from limiting or restricting the use of said premises in such manner as the grantee may desire so long as the grantee does not permit a broader or more general use than specified herein.

5. This conveyance is made upon the express conditions, reservations and provisions outlined above, and in the event that the premises cease to be used, in whole or in part, for the purposes specified, or, in the event that any of such conditions, reservations, provisions or covenants are violated by the grantee, then the grantor, its successor or assigns, or any resident of the area entitled to use said premises as hereinabove provided, shall have the right to, and may, by suit or action, including mandatory injunctive relief, seek to enforce said conditions, reservations, provisions and covenants and to restrain and prevent any violation or attempted violation thereof.

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IN WITNESS WHEREOF the grantor has caused these presents to be signed in its name by its President and Assistant Secretary and its corporate seal to be hereunto affixed this 29th day of December, 1954, under due authority conferred by its Board of Directors.

THE OREGON IRON & STEEL COMPANY,
AN OREGON CORPORATION

BY

Paul F. Murphy
President.

BY

S. E. Hill
Assistant Secretary.

STATE OF OREGON,
COUNTY OF CLATSOP ~~MULTNOMAH~~.

SS.

On this 29th day of December, 1954, before me appeared Paul F. Murphy and S. E. Hill, both to me personally known, who being duly sworn, did say that he, the said Paul F. Murphy, is the President, and she, the said S. E. Hill, is the Assistant Secretary of The Oregon Iron & Steel Company, 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 Paul F. Murphy and S. E. Hill acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal the day and year last above written.

Gertrude W. Clark

NOTARY PUBLIC FOR OREGON.

MY COMMISSION EXPIRES:

June 29, 1957

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