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A G R E E M E N T

THIS AGREEMENT, ENTERED into this 7th day of June, 1928, by and between Carrie E. Leiberg, and Ralph G. Miller and Lucy B. Miller, his wife, Parties of the First Part, and the City of Eugene, Lane County, Oregon, a municipal corporation, by and through the Eugene Water Board, Party of the Second Part,

WITNESSETH: That for and in consideration of the sum of Four Thousand Four Hundred Thirty Seven (\$4,437.00) Dollars, to them in hand paid by the said City of Eugene, the Parties of the First Part have conveyed to the said City, the following described property, to-wit:

SECT 14 7 R 2 E

Lots 6, 7, and 8 containing 34.06 acres.

A tract of land in the Southeast quarter of the Northeast Quarter, bounded and described as follows:

Commencing at the Northwest corner of the said Southeast Quarter of the Northeast Quarter, running thence East 1320 feet to the Northeast corner thereof; thence running South 24 degrees 27' West 1450.0 feet, more or less, to intersect the South line of the said Southeast Quarter of the Northeast

800.0 feet West of the Southeast corner thereof; thence running West on the said South line, 700.0 feet, more or less, to the left bank of the McKenzie River; thence in a Northwesterly direction along said river bank to the West line of the said Southeast Quarter of the Northeast Quarter; thence North along the said West line to the point of beginning; containing 29.0 acres, more or less.

All of Lot 9, lying West of a line 600 feet from and parallel to the West Boundary of the said Lot 9, containing 7.28 acres, more or less.

The following described lands in Section 32, Township 18 South, Range 3 East, Willamette Meridian:

A tract of land in Lot 3 bounded and described as follows:

Commencing at the Southwest corner of the said Lot 3, and running thence North 80 degrees 57' East 1025.0 feet to a point on the left bank of the McKenzie River, 900.0 feet East of the West line of the said Lot 3; thence running in a Westerly direction and along the said river bank to the West line of the said Lot 3; thence South along the said West line to the point of beginning, containing 5.9 acres, more or less.

The above described tracts containing in all 76.24 acres, more or less.

That in consideration of the above conveyance, and of certain covenants herein, the parties hereto have agreed between themselves, and do hereby agree and covenant each for himself as follows, to-wit:

In as much as the First Parties hereto own other and adjoining lands, the City hereby agrees to grant to the said First Parties and their successors in ownership, the right of way for a road through the Southerly and Easterly portions of and near the Southerly and Easterly boundaries of the above

described lands, and following as near as practical a contour line 760 feet above mean sea level, U. S. G. S. Datum. The said grade and roadway is to be constructed at such place and in such manner as not to interfere with the use of said premises by the Second Party, its successors or assigns and any roadway so constructed on said property shall be constructed and maintained at the expense of the First Parties and their successors in ownership.

Should the City, in the course of its operations, construct a bridge across the McKenzie River, at a point adjoining the above described lands, said bridge, it is understood, will be primarily for the City's use in operation and maintenance of its diversion works, and it is hereby agreed and understood that the said City does hereby grant to the Parties of the First Part, and their successors in interest, a right to a use of said bridge, limited as hereinafter provided.

The First Parties hereto, and their successors in interest, shall have only such use of said bridge and only at such times and in such manner as shall not interfere with the use of said bridge and said adjacent premises and property by the City, its successors or assigns.

After the construction of said bridge, it is agreed that the said First Parties and their successors in interest

shall have a right of way, from the bridge across the real property hereinbefore described to the property of the First Parties, by a route selected and located by the City and which shall not interfere with any use by the City, or its successors or assigns, of the said premises. Said road shall be constructed and maintained at the expense of the Parties of the First Part, and their successors in interest, provided that the City, or its successors may, at any time, use the above described roads for its own purposes, and make such improvements on said roads as it may desire, all as if said roads had been located and built primarily for the City's use.

The right of the Parties of the First Part to use said bridge shall be limited to such use as shall not interfere with the use thereof by the City, or its successors and assigns, and the Parties of the First Part shall, nor shall their successors in the ownership of the adjoining property herein referred to, have the right to use said bridge at any time, or in any manner so as to interfere with the use of the said bridge by the Party of the Second Part for the purpose for which it was constructed.

The use of said right of way and said bridge shall be at the risk of the Parties of the First Part, and their successors in interest, and the Party of the

Second Part shall be kept and held harmless of any damage which might accrue by virtue of said use of said right of way, or said bridge.

The Party of the Second Part agrees that if, at any time, it elects to dispose of said real property purchased and described herein, that upon said sale, the Parties of the First Part, as owners of adjoining property, shall have the first right to purchase said premises upon the same terms and for the same price, and under the same conditions as can be obtained from any other bona fide purchaser. This right shall not run with the land.

WHEREAS, Carrie E. Leiberg, one of the Parties of the First Part, lives in a different place from Ralph G. Miller and Lucy B. Miller, his wife, the other Parties of the First Part,

NOW, THEREFORE, for purposes of hastening the execution of this document, copies hereof are being executed separately by each of the parties of the First Part, but the execution hereof by the Parties hereto, shall be construed and considered as a complete execution of this agreement, and the documents executed separately shall be construed as one document.

IN WITNESS WHEREOF, the Parties of the First Part