



RESOLUTION 2011-077

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PAY FOR AND ACCEPT AN EASEMENT OVER REAL PROPERTY OWNED BY UNION PACIFIC RAILROAD COMPANY FOR THE PURPOSE OF ESTABLISHING, CONSTRUCTING, AND MAINTAINING AN AT-GRADE PUBLIC ROAD CROSSING ALONG SW OREGON STREET

WHEREAS, the Sherwood City Charter confers upon the City the authority to acquire real property (and interests therein) for all public purposes including public roads and rights of way; and

WHEREAS, in 1987 the City of Sherwood established a public road easement over railroad property for the SW Oregon Street crossing; and

WHEREAS, the City is widening the road crossing over the railroad property as part of the Oregon Street-Adams Avenue Improvements Project; and

WHEREAS, the Oregon Department of Transportation Rail Division, Union Pacific Railroad Company and Portland & Western Railroad approved the railroad crossing improvements through ODOT Final Order Number 50896 as required to establish public road easements over railroad rights of way; and

WHEREAS, the Sherwood City Council deems it necessary and in the public interest to establish the appropriate road easement for the at-grade public road crossing of SW Oregon Street.

NOW THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1: The City of Sherwood Council authorizes the City Manager to execute the easement deed (attached hereto as Exhibit C) on behalf of the City and pay Union Pacific Railroad Company \$55,000.00 manifesting the City's improvement and property interest; and,

Section 2: This resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 20th day of September 2011.


Keith S. Mays, Mayor

Attest:


Sylvia Murphy, CMC, City Recorder



Exhibit "A"
Legal Description
Permanent Easement – Southern Pacific Transportation Company

Permanent Easement

Being a strip of land located in the North One-Half of Section 32, Township 2 South, Range 1 West, Willamette Meridian, City of Sherwood, Washington County, Oregon and being a portion of that property conveyed to "Southern Pacific Transportation Company", by deed document recorded in Book "Q", Page 520 of the Washington County Deed Records, and being 100.00 feet on each side of the following described centerline:

Commencing at a Brass Cap marking the North One-Quarter Corner of Section 32, Township 2 South, Range 1 West, Willamette Meridian;

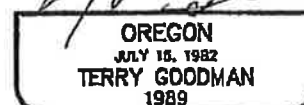
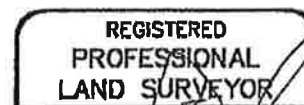
Thence along the Center line of said Section, South 00°35'28" East, 597.57 feet to the Northwest Right-of-Way line of Southern Pacific Transportation Company, by deed document recorded in Book "Q", Page 520 of the Washington County Deed Records;

Thence along said Northwesterly Right-of-Way line, North 47°15'08" East, 14.68 feet to the True Point of Beginning of the centerline to be described;

Thence leaving said Northwesterly Right-of-Way line, South 42°44'52" East, when measured perpendicular to said Right-of-Way line, 60.00 feet to the Southeast Right-of-Way line of said parcel, and the point of terminus.

The side lines of said 200.00 foot easement to be extended or shortened to meet at the Northwesterly and Southeasterly Right-of-Way lines of said Southern Pacific Transportation Company parcel.

Containing 0.28 acres more or less.



RENEWAL DATE: 7-01-11

EXHIBIT "B"

LOCATED IN THE N 1/2 OF SECTION 32, TOWNSHIP 2
SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN,
WASHINGTON COUNTY, OR

LINE TABLE		
LINE	LENGTH	BEARING
L1	14.68'	N47°15'08"E
L2	60.00'	S42°44'52"E

PERMANENT
EASEMENT AREA



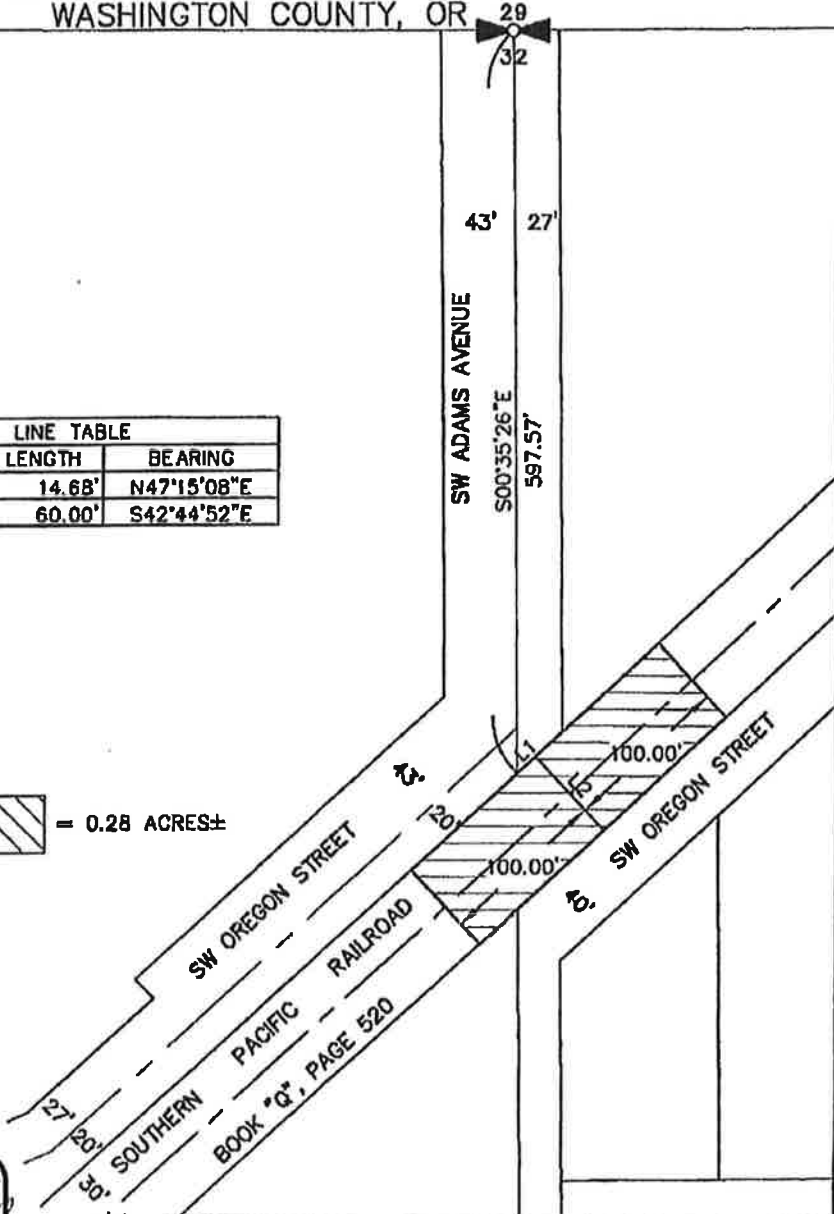
= 0.28 ACRES±



REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 16, 1982
TERRY GOODMAN
1989

RENEWAL DATE: 7-01-11



HDI
DESIGN GROUP
engineers landscape architects planners surveyors

300 W 15th Street
Vancouver, WA 98680-2927
360/695-3488
503/924-4005
360/695-8767 fax

DRAWN BY: MCW

SCALE: 1"=100'

DATE: 09/01/2010

CHECKED BY: TLG

JOB NO.: 2336-00

SHEET 1 OF 1

Exhibit "C"

After Recording, Mail To:

Space Above Reserved for County Recorder's Use

UPRR Folder No.: 2661-32

EASEMENT DEED

THIS Easement Deed is made this 26th day of July, 20 11,
between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Grantor"),
and the **CITY OF SHERWOOD**, a municipal corporation of the State of Oregon,
("Grantee").

Grantor for and in consideration of the sum of FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00), to it paid by Grantee, the receipt whereof is hereby confessed and acknowledged, grants to Grantee, its successors and assigns, a NONEXCLUSIVE EASEMENT ("Easement"), for the sole purpose of constructing, using, maintaining, repairing, renewing and reconstructing an at-grade public road crossing for Oregon Street at DOT No. 754-216N at Grantor's Mile Post 757.90 on Grantor's Newburg Subdivision, along and across the property in Sherwood, Washington County, State of Oregon, described in **Exhibit A**, attached and by reference made a part of this Easement Deed (the "Easement Area").

The Easement is granted for the purpose described above only. Without limitation of the foregoing, this grant does not include the right to install utilities of any nature, including, without limitation, fiber optic, cable television, electrical, gas or liquid distribution, or telephone lines.

Grantor, its successors and assigns, reserves the right to construct at any and all times and to maintain railroad tracks and appurtenances, fiber optic or signal lines and facilities, pipe, telephone, and electric pole and wire lines, over, under and across the Easement Area, but in such a way as to not interfere with Grantee's use of the Easement; it being understood that the rights so reserved by Grantor, its successors and assigns, are retained along with the general right of Grantor, its successors and assigns, to use of the Easement Area for any purpose not inconsistent with Grantee's use of the Easement, including, but not limited to any and all general railroad purposes.

The Easement is granted subject to all outstanding leases, licenses and other outstanding rights, including, without limitation, those for pipe, telephone, electric and fiber optic lines and the right of renewals and extensions of the same, and subject also to all conditions, limitations, restrictions, encumbrances, reservations or interests of any person that may affect the Easement Area, whether recorded or unrecorded.

The Easement is also limited to such rights as Grantor may have in the Easement Area and is granted without warranty, express or implied.

If Grantee, its successors or assigns, abandons the Easement Area or any portion of the Easement Area, for the purposes of the Easement, the Easement will cease and terminate with respect to the portion of the Easement Area so abandoned, and the title to the Easement Area will be freed from the burden of the Easement. Nonuse of the Easement Area or any portion thereof, for the purposes of the Easement for the period of one (1) year will be deemed an abandonment of the Easement Area or portion thereof not used.

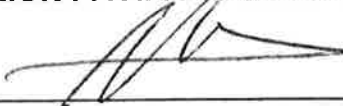
Grantor and Grantee have caused this Easement Deed to be executed as of the date first herein written.

Attest:

By 
BEVERLY J. KUBAT
Assistant Secretary

(Seal)

UNION PACIFIC RAILROAD COMPANY

By 
JAMES P. GADE
General Director Contracts

CITY OF SHERWOOD

By _____
City Clerk

By _____
Printed Name: _____
Title: _____