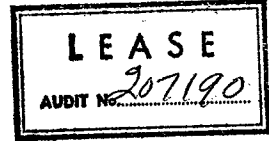


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APPROVED AS TO FORM BY GENERAL COUNSEL
MARCH 15, 1973



C.S.7362

STREET OR HIGHWAY EASEMENT

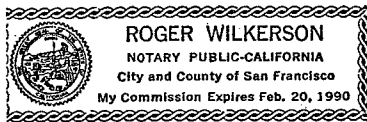
This Indenture, made this 7th day of July, 1987, by and between
SOUTHERN PACIFIC TRANSPORTATION COMPANY,
a Delaware corporation,
CITY OF SHERWOOD, a municipal corporation
of the State of Oregon,
herein called "Railroad", and
herein called "Grantee";

Witnesseth:

1. That Railroad hereby grants to Grantee the right to construct, reconstruct, maintain and use a street or highway, hereinafter termed "highway", upon and across the real property described on the attached Exhibit "A".
2. The rights herein granted are expressly limited vertically and shall not extend beyond a plane parallel with and twenty (20) feet above the roadway surface of the highway as originally constructed, except that lighting fixtures and similar highway appurtenances may extend above said plane, provided that any such facilities will be removed or rearranged within thirty (30) days after notification from Railroad that such facilities interfere with Railroad's intended use of the space above said plane.
3. This grant is subject and subordinate to the prior right of Railroad, its successors and assigns, to use all the property described in the performance of its duty as a common carrier, and there is reserved unto Railroad, its successors and assigns, the right to construct, reconstruct, maintain, use and remove existing and future transportation, communication, power and pipeline facilities in, upon, over, under, across or along said property. In the event Railroad trackage facilities are removed from said property, Railroad shall not be obligated to make any change in the grade of said highway, nor shall such removal affect Railroad's title to the underlying property.
This grant is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect said property, and the word "grant" shall not be construed as a covenant against the existence thereof.
4. The rights herein granted shall lapse and become void if the construction or reconstruction of said highway is not commenced within two (2) years from the date first herein written.
5. This grant shall not be construed as conveying or otherwise vesting in Grantee the right to install or to authorize the installation of any ditches, pipes, drains, sewer or underground structures, or the facilities of any telegraph, telephone or electric power lines in, upon, over, under, across or along said property, except as necessary for maintenance of said highway.
6. Grantee shall obtain any necessary governmental authority to construct, reconstruct, maintain and use said highway. Any contractor performing work on the property herein described shall execute Railroad's standard form of contractor's agreement prior to commencing any work on Railroad's premises.
7. Except as herein otherwise provided, Grantee shall bear the entire expense of constructing, reconstructing and maintaining said highway. The crossing of said highway over any tracks of Railroad shall be constructed and maintained at the grade of said tracks now or hereafter existing. After the construction or reconstruction of said highway has been completed, Railroad shall maintain the surface of that portion of said highway between lines two (2) feet outside the rails of each track located thereon. Should Railroad abandon tracks leading to said highway, Railroad may abandon its rails, ties and appurtenant materials and leave same in place. In such event, Railroad shall not be liable for maintenance of the portion of said highway specified above.
8. As part consideration herefor, Grantee agrees to pay Railroad an amount equal to all assessments levied by any lawful body against the property of Railroad to defray any part of the expense incurred in connection with the construction

STATE OF CALIFORNIA)
) ss.
City and County of San Francisco)

On this 7th day of July in the year One Thousand Nine Hundred and Eighty Seven
before me, Roger Wilkerson, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared
L.H. Peters



known to me (or proved to me on the basis of satisfactory evidence) to be the
Manager - Miscellaneous Contracts
of the corporation _____ described in and that executed the within instrument, and also known
to me to be the person _____ who executed it on behalf of the corporation _____ therein named
and _____ he _____ acknowledged to me that such corporation _____ executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my
office in the City and County of San Francisco, the day and year in this certificate first above
written.

Corporation

Roger Wilkerson
Notary Public in and for the City and County of San Francisco, State of California.

My Commission Expires Feb. 20, 1990

Attest [Signature]
Secretary

By Kelly Blankenbaker
Clerk

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87038448

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APPROVED AS TO FORM BY GENERAL COUNSEL
MARCH 15, 1973



C.S. 7362

STREET OR HIGHWAY EASEMENT

This Indenture, made this 7th day of July, 1987, by and between
SOUTHERN PACIFIC TRANSPORTATION COMPANY, herein called "Railroad", and
a Delaware corporation,
CITY OF SHERWOOD, a municipal corporation of the State of Oregon, herein called "Grantee";

Witnesseth:

1. That Railroad hereby grants to Grantee the right to construct, reconstruct, maintain and use a street or highway, hereinafter termed "highway", upon and across the real property described on the attached Exhibit "A".
2. The rights herein granted are expressly limited vertically and shall not extend beyond a plane parallel with and twenty (20) feet above the roadway surface of the highway as originally constructed, except that lighting fixtures and similar highway appurtenances may extend above said plane, provided that any such facilities will be removed or rearranged within thirty (30) days after notification from Railroad that such facilities interfere with Railroad's intended use of the space above said plane.
3. This grant is subject and subordinate to the prior right of Railroad, its successors and assigns, to use all the property described in the performance of its duty as a common carrier, and there is reserved unto Railroad, its successors and assigns, the right to construct, reconstruct, maintain, use and remove existing and future transportation, communication, power and pipeline facilities in, upon, over, under, across or along said property. In the event Railroad trackage facilities are removed from said property, Railroad shall not be obligated to make any change in the grade of said highway, nor shall such removal affect Railroad's title to the underlying property.
- This grant is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect said property, and the word "grant" shall not be construed as a covenant against the existence thereof.
4. The rights herein granted shall lapse and become void if the construction or reconstruction of said highway is not commenced within two (2) years from the date first herein written.
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6. Grantee shall obtain any necessary governmental authority to construct, reconstruct, maintain and use said highway. Any contractor performing work on the property herein described shall execute Railroad's standard form of contractor's agreement prior to commencing any work on Railroad's premises.
7. Except as herein otherwise provided, Grantee shall bear the entire expense of constructing, reconstructing and maintaining said highway. The crossing of said highway over any tracks of Railroad shall be constructed and maintained at the grade of said tracks now or hereafter existing. After the construction or reconstruction of said highway has been completed, Railroad shall maintain the surface of that portion of said highway between lines two (2) feet outside the rails of each track located thereon. Should Railroad abandon tracks leading to said highway, Railroad may abandon its rails, ties and appurtenant materials and leave same in place. In such event, Railroad shall not be liable for maintenance of the portion of said highway specified above.
8. As part consideration herefor, Grantee agrees to pay Railroad an amount equal to all assessments levied by any lawful body against the property of Railroad to defray any part of the expense incurred in connection with the construction or reconstruction of said highway commenced within two (2) years from the date first herein written.
9. Should Grantee at any time abandon the use of said property or any part thereof, or fail to use the same for said purpose for a continuous period of one (1) year, the rights granted shall cease to the extent of the use so abandoned or discontinued, and Railroad shall at once have the right, in addition to but not in qualification of the rights hereinabove reserved, to resume exclusive possession of said property or the part thereof the use of which is so discontinued or abandoned. Upon termination of the rights hereby granted, Grantee agrees to remove said highway, including the paving, from said property of Railroad, to restore said property as nearly as practicable to the same state and condition in which it existed prior to construction of said highway, and to bear the expense thereof. Should Grantee in such event fail, neglect or refuse to so remove said highway and restore said property, such removal and restoration may be performed by Railroad at the expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand.
10. This indenture shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.
11. Sections 12 through 18 on the attached Insert are hereby made parts of this indenture.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate as of the day and year first herein written.

SOUTHERN PACIFIC TRANSPORTATION COMPANY

CITY OF SHERWOOD

By L. K. Peter
(Title) Manager - Miscellaneous Contracts

By Norma Jean Cifer
Mayor

Attest [Signature]
Secretary

By Polly Blankenbaker
Clerk

1-7

I N S E R T

Oregon Street, Crossing P-757.9
City of Sherwood

12. Railroad, at its expense, shall provide the necessary labor, tools and equipment and shall perform the following work:

- (a) install two flashing light grade crossing signals, both augmented with automatic gate arms, necessary actuating and operating circuits and adequate instrument housing, hereinafter collectively referred to as "signals," at said crossing;
- (b) remove the existing crossing surface;
- (c) prepare its track; and
- (d) install AC paving through the existing portion of the crossing.

Said signals shall be located approximately as indicated on Railroad's print, attached and made a part hereof. Installation of and all materials for said signals shall be in accordance with Railroad's usual standards.

13. Railroad, at Grantee's expense, shall provide the necessary labor, tools and equipment and shall perform the following work:

- (a) prepare its track; and
- (b) install AC paving through the widened portion of the crossing.

14. Grantee agrees to reimburse Railroad for one hundred percent (100%) of all cost and expense incurred by Railroad in connection with furnishing materials and performing the work specified in Section 13 above. Grantee also agrees to reimburse Railroad for five percent (5%) of all cost and expense incurred by Railroad in connection with furnishing materials and performing the work specified in item (a) of Section 12 above.

15. Following execution of this instrument, Railroad will order the delivery of all materials required to perform the work contemplated herein and shall submit to Grantee a bill for eighty percent (80%) of Grantee's share of the estimated cost of materials to be furnished by Railroad. As soon as the crossing signals and/or

the crossing surface have been placed in operation, Railroad shall submit to Grantee bills for eighty percent (80%) of Grantee's share of the estimated cost of applicable labor furnished by Railroad. Following completion of audit, Railroad shall submit to Grantee a final bill for the actual total cost of the work performed by Railroad, less the progress payments made by Grantee hereunder. Grantee shall pay all of such bills promptly.

In the event progress payments made by Grantee exceed the audited total final cost, the difference shall be promptly refunded to Grantee by Railroad.

16. After installation of said signals has been completed, Railroad shall maintain same so long as they remain in place.

17. The work to be performed by Railroad hereunder shall be commenced as soon as labor and materials are available, following execution of this instrument, and shall be completed within one (1) year thereafter.

18. The parties intend that the promises and obligations of this indenture shall constitute covenants running with the land so as to bind and benefit their respective successors and assigns.

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FMV
5/5/87

EXHIBIT "A"

A strip of land sixty (60) feet wide situated in the City of Sherwood, County of Washington, State of Oregon, being a portion of Section 32, Township 2 South, Range 1 West, Willamette Base and Meridian, lying equally 30.0 feet on each side of the following described center line:

Beginning at a Brass Monument marking the North quarter-section corner of said Section 32; thence South $0^{\circ}48'29''$ East, 589.39 feet to the point of intersection of the northwesterly line of land (60 feet wide) as described in deed dated December 6, 1881 from Daniel B. Hall, et ux. to the Oregonian Railway Company, Limited (now Southern Pacific Transportation Company), recorded December 13, 1881 in Deed Book "Q", Page 520, Deed Records of said Washington County, with the center line of Oregon Street (60 feet wide), said point being also distant 30 feet northwesterly, measured at right angles, from the located center line of said Southern Pacific Transportation Company's main track (Newberg Branch) at Railroad Engineer's Station 891+31.11 and the true point of beginning of the center line to be described; thence South $57^{\circ}45'$ East along said center line of Oregon Street produced across said Company's land (60 feet wide) and crossing said center line of main track at Railroad Engineers Station 891+22.78, (for the purposes of this description the center line of main track takes it to bear North $47^{\circ}45'00''$ East) a distance of 62.26 feet to a point in the southeasterly line of said Company's land.

5

The side lines of the above described 60 foot wide strip of land terminate in said northwesterly and southeasterly lines of said land described in deed dated December 6, 1881.

Said strip of land contains an area of 3736 square feet, more or less.

6

A-6652
 P-757.9-X
 NIC R/W

STA. PT. 907+86
SHERWOOD
 M.P. 757.6

N. 1/4 CORNER SEC. 32

RETIRE OPUC STD 1R (2ea)
 AND INSTALL STD 2s & 4s (2ea)

891+22.75

S. 0°48'29"E.
 589.30'

OREGON STREET POINT OF BEGINNING

N. 47°45'E.



O.P.U.C. P-757.9

CITY TO WIDEN ROADWAY
 FROM 22' TO 40'

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.
 Donald W. Mason, Director of Assessment and Taxation, Ex-Officio County Clerk



1987 JUL 28 AM 9:27

LEGEND

- YELLOW SHOWS SHIFT OR RETIRE
- RED SHOWS NEW WORK
- - - SHOWS SPTCO PROPERTY LINE
- ▨ SHOWS EASEMENT AREA. (3,736± SQ. FT.)

SEC. 32, T. 2 S., R. 1 W., W.B.M.

Southern Pacific Transportation Company	
NEWBERG BRANCH SHERWOOD WIDEN & UPGRADE CROSSING WARNING DEVICES OREGON STREET	
SCALE 1" = 100'	SHASTA REGION
VAL SEC 23 SHEET S-6	DRAWN BY JAL CHECKED BY
ROUTE NO P M.P. 757.9	DRAWING NO A-6652
DATE OCT. 10, 1985	SHEET NO
REVISED TO 4-24-87	FILE DRAWER

Return to: Sherwood City Records
 P.O. Box 167
 Sherwood, OR
 97140