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I, Richard Hobernicht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Richard Hobernicht, Director of Assessment and Taxation, Ex-Officio County Clerk



After Recording, Return To:
City of Sherwood
22560 SW Pine Street
Sherwood, OR 97140

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, 2011, 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 Subdivisin on, 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.

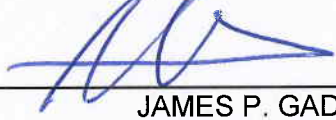
If Grantee, its successors or assigns, abandons the Easement Area or any portion of the Easement Area, for the purposes of the Easement, the Easement will cease and terminate with respect to the portion of the Easement Area so abandoned, and the title to the Easement Area will be freed from the burden 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:

UNION PACIFIC RAILROAD COMPANY


By 
BEVERLY J. KUBAT
Assistant Secretary

By 
JAMES P. GADE
General Director Contracts

(Seal)

CITY OF SHERWOOD

By 
Sylvia Murphy
City Clerk

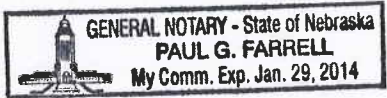
By 
Printed Name: James A. Jefferson
Title: City Manager

ACKNOWLEDGMENT

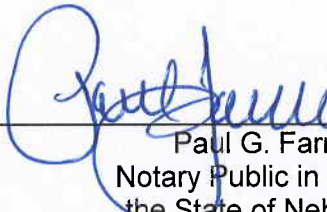
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On July 26, 2011, before me, Paul G. Farrell, Notary Public in and for said County and State, personally appeared James P. Gade and Beverly J. Kubat who are the General Director Contracts and the Assistant Secretary, respectively, of Union Pacific Railroad Company, a Delaware corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



↑ (Affix Seal Here) ↑



Paul G. Farrell
Notary Public in and for
the State of Nebraska

My Commission Expires: January 29, 2014

ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
COUNTY OF WASHINGTON)

On October 1st, 2011, before me, Kristina Ouellette, Notary Public in and for said County and State, personally appeared Jim Patterson who is the City Manager of the City of Sherwood, and who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to in the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Kristina Ouellette
Printed Name: Kristina Ouellette
Notary Public in and for
the State of Oregon

↑ (Affix Seal Here) ↑

My Commission Expires: May 15th 2015



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;

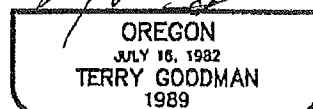
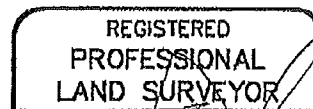
Thence along the Center line of said Section, South 00°35'28" East, 597.57 feet to the Northwest Right-of-Way line of Southern Pacific Transportation Company, by deed document recorded in Book "Q", Page 520 of the Washington County Deed Records;

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 18, 1982
TERRY GOODMAN
1989

RENEWAL DATE: 7-01-11



HDJ
DESIGN GROUP

engineers landscape architects planners surveyors

300 W 15th Street
Vancouver, WA 98660-2927
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

