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THIS INDENTURE, made this 6th day of July, 1967, by and between SOUTHERN PACIFIC COMPANY, a corporation of the State of Delaware, herein termed "Railroad", and SOUTH SUBURBAN SANITARY DISTRICT, a corporation, 1818 Derby Street, Klamath Falls, Oregon, herein termed "Grantee";

WITNESSETH:

1. Railroad hereby grants to Grantee, subject to the reservations, covenants and conditions herein contained, the right to reconstruct, maintain and operate a 16-inch drainage pipeline, hereinafter termed "structure", beneath the tracks and property of Railroad at or near Klamath Falls, in the County of Klamath, State of Oregon, crossing the centerline of said tracks at E.S. 3288+76.2 (M.P. 427.57-UX), in the location indicated in red on the print of Railroad's Oregon Division Drawing L-792-A, dated April 11, 1967, attached and made a part hereof.

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2. This grant is made subject and subordinate to the prior and continuing right and obligation of Railroad, its successors and assigns, to use all the property described herein in the performance of its duty as a common carrier and, for that purpose, there is reserved unto Railroad, its successors and assigns, the right (consistent with the rights herein granted) to construct, reconstruct, maintain and use existing and future railroad tracks, facilities and appurtenances and existing and future transportation, communication and pipeline facilities and appurtenances in, upon, over, under, across and along said property.

3. This grant is made subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect said property, and the word "grant" as used herein shall not be construed as a covenant against the existence of any thereof.

4. The rights herein granted to Grantee shall lapse and be void if the construction of said structure upon said property is not commenced within one year from the date first herein.

5. Grantee shall bear the entire cost and expense of reconstructing and maintaining said structure upon said property. Grantee agrees that all work upon or in connection with said structure shall be done at such times and in such manner as not to interfere in any way whatsoever with the operations of Railroad. The plans for reconstruction of said structure shall be subject to the approval of Railroad. Grantee agrees to give Railroad five (5) days' written notice prior to commencement of any work of reconstruction.

Grantee agrees to reimburse Railroad for the cost and expense to Railroad of furnishing any materials or performing any labor in connection with the ~~CONSTRUCTION~~ reconstruction, maintenance and removal of said structure, including, but not limited to, the installation and removal of such falsework and other protection beneath or along Railroad's tracks, and the furnishing of such watchmen, flagmen and inspectors as Railroad deems necessary.

In the event Railroad shall at any time so require, Grantee, at Grantee's expense, shall reconstruct or alter said structure or make changes in the location thereof upon receipt of written notice from Railroad so to do.

6. That said consideration shall be paid by said Railroad Company to the landowner or owners thereof, which may be deemed as being authorized by law to take the property of said Railroad Company and which may have been paid by said Railroad Company to defray any part of the cost of expenses incurred in connection with the construction of said right-of-way upon said property commenced within one (1) year from the date first herein set forth.

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7. Grantee, its agents and employees, shall have the privilege of entry on said property for the purpose of constructing, reconstructing, maintaining and making necessary repairs to said structure. Grantee agrees to keep said property and said structure in good and safe condition, free from waste, so far as affected by Grantee's operations, to the satisfaction of Railroad. If Grantee fails to keep said property and said structure in a good and safe condition, free from waste, then Railroad may perform the necessary work at the

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expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand.

8. In the event any work upon or in connection with said structure or its appurtenances, to be done upon or adjacent to the tracks and property of Railroad, should be let to a contractor by Grantee, such work shall not be begun until such contractor shall have first entered into an agreement with the railroad company which operates on said property, satisfactory to said company and indemnifying Railroad from and against all claims, liability, cost and expense growing out of the performance of the work to be done by such contractor.

Such contractor shall furnish, at the option of and without expense to Railroad, a reliable surety bond, in an amount and in a form satisfactory to said company, guaranteeing the faithful performance of all the terms, covenants and conditions contained in said agreement, and a certified copy of a policy of Public Liability and Property Damage insurance, within limits specified by, and in a form satisfactory to, said company, covering the contractual liability assumed by contractor in said agreement to be entered into with said company by such contractor.

9. Grantee shall assume all risk of damage to said structure and appurtenances, and to any other property of Grantee, or any property under the control or custody of Grantee, while upon or near the property of Railroad, caused by or contributed to in any way by the construction, operation, maintenance or presence of Railroad's line of railroad at the above-mentioned location.

Insofar as it lawfully may, Grantee agrees to indemnify and save harmless Railroad, its officers, employees, agents, successors and assigns from all claims, liability, cost and expense, howsoever same may be caused, including reasonable attorney fees, for loss of or damage to property and for injuries to or deaths of persons arising out of the ~~construction~~ reconstruction, maintenance, presence, use or removal of said structure, regardless of any negligence or alleged negligence on the part of Railroad employees.

The word "Railroad" as used in this Section 9 shall be construed to include, in addition to Railroad, the successors, assigns and affiliated companies of Railroad and any other railroad company that may be lawfully operating upon and over the tracks crossing said structure and the officers and employees thereof.

10. Should Grantee, its successors or assigns, at any time abandon the use of said property or any part thereof, or fail at any time to use the same for the purpose contemplated herein for a continuous period of one (1) year, the right hereby given 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 and privileges hereby granted, Grantee, at its own cost and expense, agrees to remove said structure from said property and restore said property as nearly as practicable to the same state and condition in which it existed prior to the construction of said structure. Should Grantee in such event fail, neglect or refuse to remove said structure and restore said property,

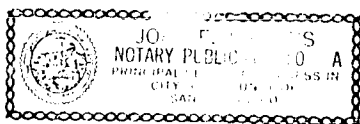
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such removal and restoration may be performed by Railroad, at the expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand.

11. This indenture shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

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

On this 18th day of July in the year One Thousand Nine Hundred and Sixty seven
before me, John E. Jurgens, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared
(85 Market St.) W. M. Jaekle and C. E. Eagan



My Commission Expires June 14, 1969

known to me to be the Vice President and Asst. Secretary

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 they 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

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

My Commission Expires June 14, 1969.

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 COMPANY

By W. M. Jaekle
(Title) Vice President

Attest: C. E. Eagan
Assistant Secretary

Value of interest conveyed herein does not exceed \$100

SOUTH SUBURBAN SANITARY DISTRICT

By Walter E. Mitchell
(Title) Pres. Board of Directors

Attest: W. J. [Signature]
Secretary

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STATE OF OREGON, COUNTY OF CLATSOP, ss.

Filed for record ~~xxxxxxxxxx~~

this 8th day of September

67 3:15 P.M., and

duly recorded in Vol. M.67, of

Deeds 6982
DONALD WOODS, County Clerk

By *James Mitchell*

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Fee 9.00