

67-1190

35656

Vol. 267 PAGE 8378

GRANT DEED FOR EASEMENT FOR ROAD

KNOW ALL MEN BY THESE PRESENTS:

That this deed made this 26 day of August, 1969,
by SOUTHERN PACIFIC COMPANY, a corporation of the State of Delaware, formerly
known as Central Pacific Railway Company hereinafter referred to as "Grantor,"
in consideration of One Dollar (\$1.00) and other good and valuable considera-
tions, the receipt whereof is hereby duly acknowledged, does grant, bargain,
sell and convey unto THE UNITED STATES OF AMERICA and its assigns, hereinafter
referred to as "Grantee," an easement 60 feet in width for the construction,
reconstruction, use and maintenance of a road across the Grantor's right-of-
way in the north half of the northeast quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$), Section 17, Township
28 South, Range 8 East, Willamette Meridian, County of Klamath, State of
Oregon, as described on the attached "Exhibit A."

1. This grant is made subject and subordinate to the prior and continuing
right and obligation of Grantor, its successors and assigns, to use all the
property described herein in the performance of its duty as a common carrier
and there is reserved unto Grantor, its successors and assigns, the right
(consistent with the rights herein granted) to construct, reconstruct, main-
tain and use existing and future railroad tracks, facilities and appurtenances
and existing and future transportation, communication and pipe line facilities
and appurtenances in, upon, over, under, across or along said property.

2. This grant shall not be construed as conveying or otherwise vesting
in Grantee the right to install or the power to authorize the installation of

Certified correct as to consideration, description, and condition

Signature

Date

any ditches, pipes, dra
of any telegraph, teleph
across or along said prop
of said road.

3. This grant is made
restrictions, conditions,
title which may affect said
shall not be construed as a

4. Except as herein oth
assigns shall bear the entire
and maintaining said road upon
orders, and/or decisions of th
The crossing of said

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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 may be necessary for the maintenance of said road.

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. Except as herein otherwise provided, Grantee, its contractors or assigns shall bear the entire cost and expense of constructing, reconstructing, and maintaining said road upon said property, subject to existing or future orders, and/or decisions of the State of Oregon Public Utilities Commission. The crossing of said road over any tracks of railroad shall be constructed and maintained at the grade of said tracks now or hereafter existing.

5. Grantee shall obtain any necessary authority and permission required to construct, reconstruct, maintain and use said road upon said property from any governmental body having jurisdiction thereover.

6. The rights herein granted are expressly limited vertically and shall not extend beyond a plane parallel with and 20 feet above the roadway surface of the road as originally constructed, except that lighting fixtures and similar road appurtenances may extend above said plane, provided that any such facilities will be removed or rearranged within 30 days after notification

Property
Easement to U.S.A. for
(CP)

A strip of

from railroad that such facilities
the space above said plane.

7. Any contractor performing
to execute railroad's usual form
policies meeting requirements of

8. If for a period of two
to use this easement, or parts
abandon the same, then, in any
shall be freed from said easement
had not been m

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from railroad that such facilities interfere with railroad's intended use of the space above said plane.

7. Any contractor performing work on railroad property will be required to execute railroad's usual form of contractor's agreement or furnish insurance policies meeting requirements of PPM 20-12.

8. If for a period of two (2) years the Grantee shall cease or fail to use this easement, or parts thereof, for purposes granted, or shall abandon the same, then, in any such event, the premises traversed thereby shall be freed from said easement, or parts thereof, as fully and completely as if this deed had not been made.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in duplicate by its officers thereunto duly authorized as of the day and year first above written.

SOUTHERN PACIFIC COMPANY

By

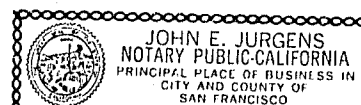
Title Vice President

Attest:

Assistant Secretary

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

On this 2nd day of September, in the year One Thousand Nine Hundred and Sixty, before me, John E. Jurgens, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared W. M. Jackle and A. E. Hill, known to me to be the Vice President and Assistant Secretary, respectively, of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named and they acknowledged to me that such corporation executed the same.



My Commission Expires June 13, 1973

Corporation

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.

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

My Commission Expires June 13, 1973

Property
Easement to U.S.A. for
(CF)

A strip of land 60.00 feet in width of the northeast quarter of Section 17, Willamette Base and Meridian, County of Lane, Oregon, lying equally 30.0 feet on each side

Beginning at the point of intersection (300 feet wide) of the Southern Pacific center line of proposed Bear Flats distant south 143 feet and west 13 feet of said Section 17; thence north 70 degrees center line, 150 feet to a point in the main track (Eugene - Klamath Falls) Station 1566+00; thence north 80 degrees surveyed center line, 150 feet more westerly line of said center line.

EXHIBIT A

8381

Property Description

Easement to U.S.A. for Road Crossing-Diamond Lake
(CF-498.40)

A strip of land 60.00 feet in width situate in the northwest quarter of the northeast quarter of Section 17, Township 28 South, Range 8 East, Willamette Base and Meridian, County of Klamath, State of Oregon, and lying equally 30.0 feet on each side of the following described center line:

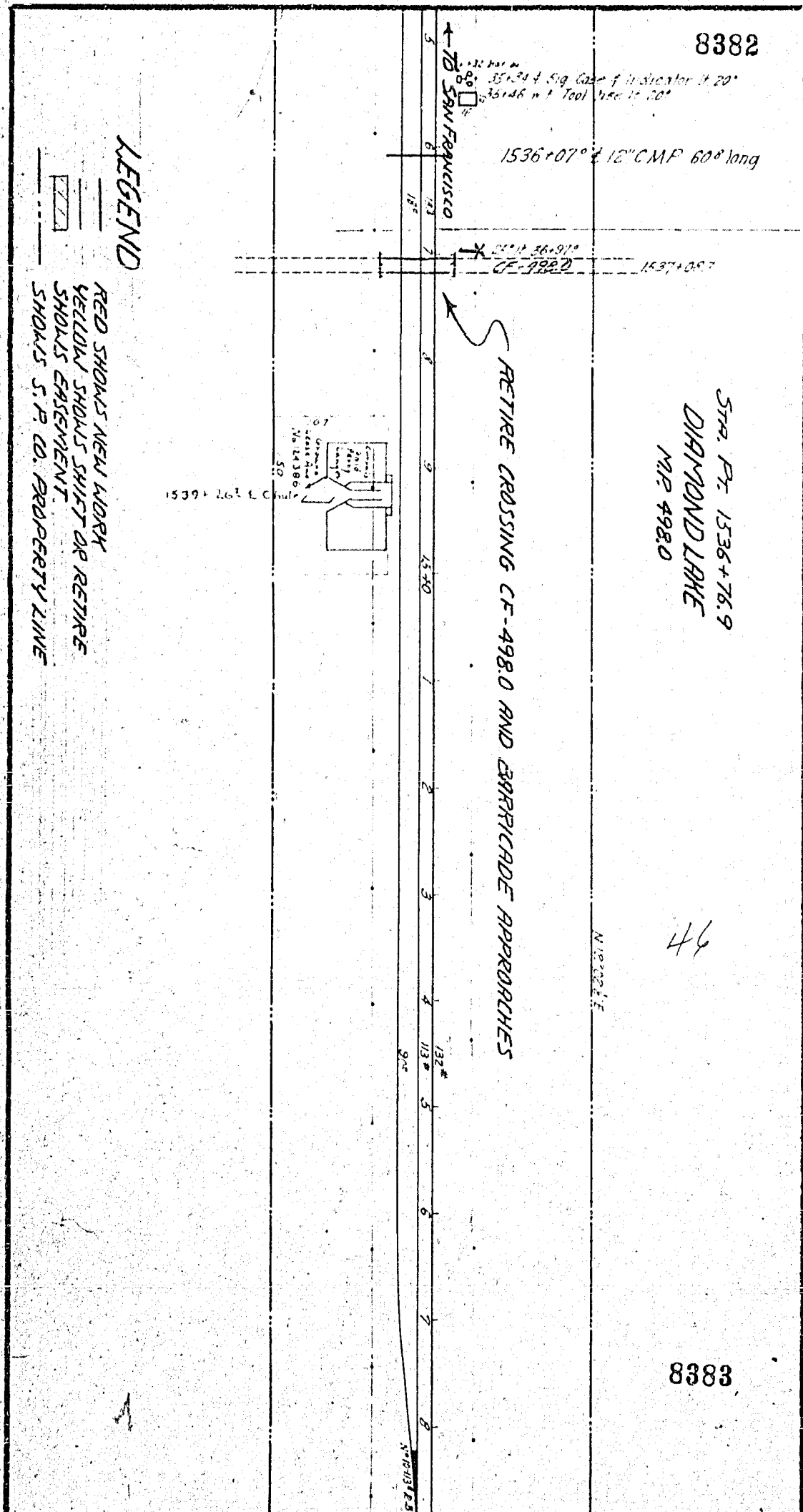
Beginning at the point of intersection of the easterly line of land (300 feet wide) of the Southern Pacific Company with the surveyed center line of proposed Bear Flat Road No. 286, said point being distant south 143 feet and west 1384 feet from the northeast corner of said Section 17; thence north $78^{\circ}00'$ west along said surveyed center line, 150 feet to a point in the center line of said Company's main track (Eugene - Klamath Falls) at or near railroad Engineer Station 1566+00; thence north $80^{\circ}00'$ west continuing along said surveyed center line, 150 feet more or less, to a point in the westerly line of said Company's land.

The side lines of the above described strip of land terminate in the easterly and westerly lines of said Company's land.

The above described strip of land contains an area of 0.41 of an acre, more or less.

Return to
Winema Natl
Box 1390
City

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LEGEND
 RED SHOWS NEW WORK
 YELLOW SHOWS SHIFT OR RETIRE
 SHOWS EASEMENT
 SHOWS S.P. CO. PROPERTY LINE

8382

Sta. Pt. 1536+76.9
 DIAMOND LAKE
 MP 498.0

8383

69-1190 *RP*

KNOW ALL MEN BY THESE PRESENTS, That this deed made and executed by SOUTHERN PACIFIC COMPANY, known as Central Pacific Railroad, in consideration of One Dollar and no parts, the receipt whereof is hereby acknowledged, do hereby sell and convey unto THE UNITED STATES OF AMERICA, referred to as "Grantee," and its successors, reconstruction, use and maintenance of a road way in the north half of the north quarter of Section 28 South, Range 8 East, Willamette County, Oregon, as described on the attached plat.

1. This grant is made subject to the right and property of the

Signature *[Signature]*
 Date 9/22/69

scription, and condition

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phone 325-4911
1540-1230 P.S.

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W. 1/4 Sec. 18, T. 12N., R. 8E., S. 1/4

Sec. 18, T. 12N., R. 8E., S. 1/4

Western Union line 57' ft.

150°

150°

47

8384

69-1190

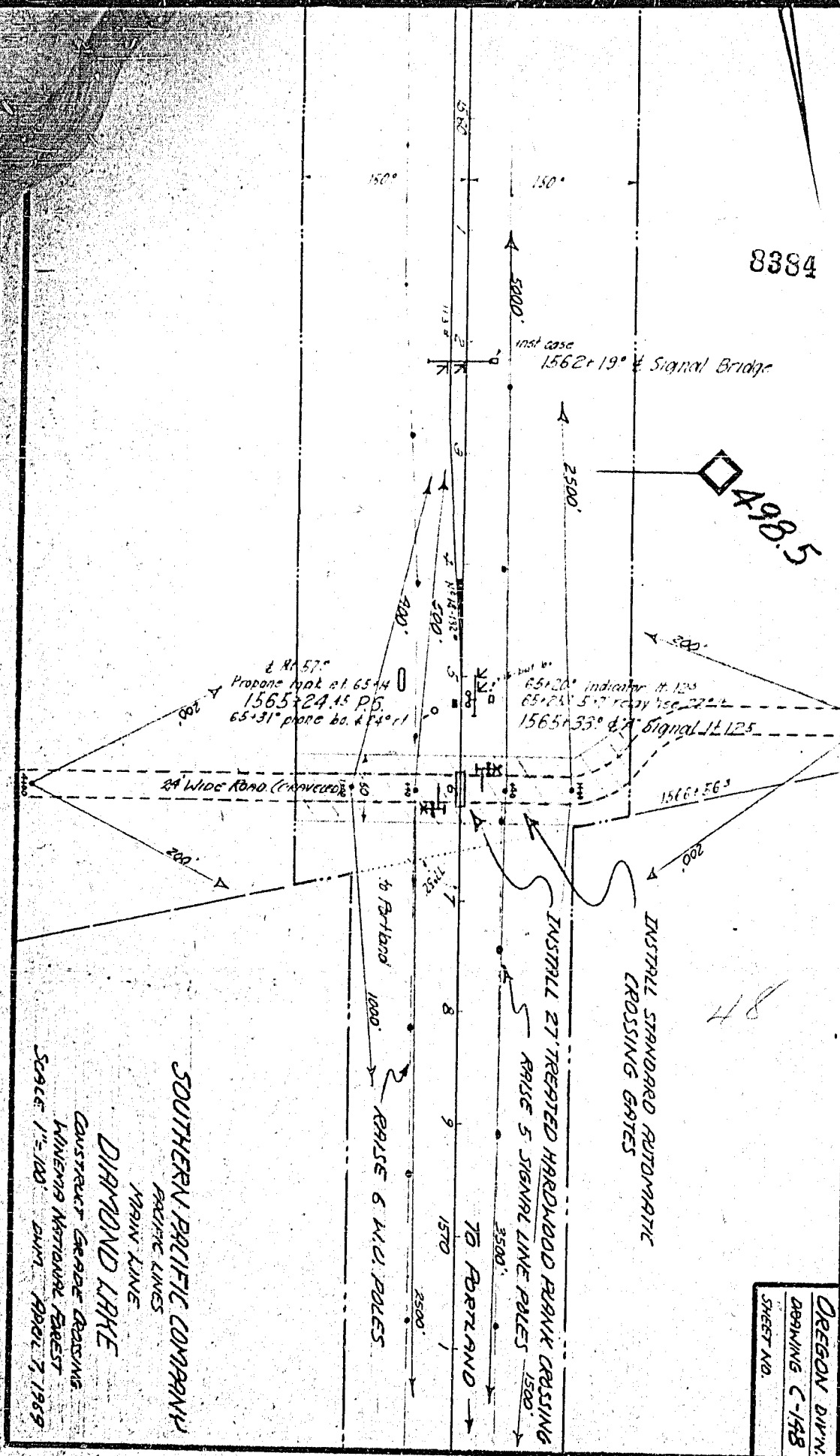
9/22/69
Date

Signature

scription, and condition

KNOW ALL MEN BY THESE PRESENTS, That this deed made and executed by SOUTHERN PACIFIC COMPANY, known as Central Pacific Railroad, in consideration of One Dollar and no parts, the receipt whereof is hereby acknowledged, do hereby sell and convey unto THE UNITED STATES OF AMERICA, referred to as "Grantee," and its successors, heirs, assigns, reconstruction, use and maintenance, way in the north half of the north half of Section 28 South, Range 8 East, Williams County, Oregon, as described on the attached plat.

1. This grant is made subject to the right and property of the United States of America.



STATE OF OREGON; COUNTY OF KLAMATH; ss.
Filed for record at request of Transamerica Title Ins. Co.
this 29th day of Sept. A. D. 1969 at 2:39 P. M., and
duly recorded in Vol. M-69, of Deeds on Page 8378
Fee \$10.50

Wm. D. MILNE, County Clerk

By *Arthur S. Westman*
Deputy

67-1190

KNOW ALL MEN BY THESE PRESENTS, That this deed made and executed by SOUTHERN PACIFIC COMPANY, known as Central Pacific Railroad, in consideration of One Dollar and no part thereof, the receipt whereof is hereby acknowledged, do hereby sell and convey unto THE UNITED STATES OF AMERICA, referred to as "Grantee," and its successors, heirs, assigns, reconstruction, use and maintenance, way in the north half of the north half of Section 8, Range 8 East, Willamette County, Oregon, as described on the attached plat.

1. This grant is made subject to the right and property of the

Signature
Date
Description, and condition