

86484

EASEMENT  
PRIVATE ROADWAY

Voi. 78 Page 12402

THIS AGREEMENT, made and entered into this 29th day of January, 1976, by and between OREGON, CALIFORNIA AND EASTERN RAILWAY COMPANY, a Nevada corporation, Klamath Falls, Oregon, 97601, herein called "Grantor" and HERMAN F. ROMTVEDT, 339 South Lewis, Monroe, Washington, herein called "Grantee";

Witnesseth:

Grantor, for and in consideration of the strict observance and faithful performance of the terms and conditions hereof, hereby grants to Grantee, his heirs and assigns, a non-exclusive easement for a private road twelve (12) feet in width upon, over and across Grantee's railroad right of way in the S $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 15, Township 39 South, Range 10 East, W.M., Klamath County, Oregon and located approximately as shown in red on the attached "Exhibit A".

Subject, however, to all licenses, leases, easements, encumbrances and claims of title affecting said property and to the following terms and conditions.

1. The rights herein granted are for the purposes of reconstruction, use and maintenance of a road for the purposes of providing ingress to and egress from lands now owned or hereafter acquired by Grantee.
2. The road shall be private and not for public use.
3. Grantor reserves for itself, its successors and assigns, the right at all times and for any purpose, to cross and recross at any place on grade or otherwise, and to use said road in a manner that will not unreasonably interfere with the rights granted to Grantee herein.

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4. Grantee, at Grantees expense, shall reconstruct and maintain said road in a good and safe condition. Grantee shall keep said road free and clear of all rubbish, debris and any other materials.

Grantee shall not perform any work of reconstruction or maintenance on said road, except emergency repairs, unless Grantor is given five (5) days' advance notice thereof and approval of Grantor for such work is obtained in writing. Grantee agrees to reimburse Grantor for all cost and expense incurred by Grantor in connection with the reconstruction or maintenance of said road.

5. Such signs as Grantor may deem necessary shall be constructed and maintained at the expense of Grantee, at such locations and in such form as may be designated by Grantor.

6. Grantee, at Grantee's expense shall maintain in good repair such gates in existing or future fences as may be required by Grantor in connection with the use of said road. Provided, however, that each party shall have the right to require that said road be closed when not in use and to install its own locks on said gates in such a manner as to allow the other party to open said gates with its locks and shall provide the other party a key to said locks.

7. Grantee shall pay for all materials joined or affixed to said property and for all labor performed upon said property at Grantee's instance or request, and Grantee shall not permit or suffer any mechanics' liens or materialman's liens of any kind or nature to be enforced against Grantor's property for any such work done or materials joined or affixed thereto.

8. Grantee hereby releases and agrees to indemnify and save harmless Grantor from and against all liability, claims, costs and expenses for loss or damage to the property of either

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party hereto or of third persons, and for injuries to or deaths of Grantee or the agents, employees or invitees of Grantee or third persons or the employees of Grantor caused by or arising out of the presence, maintenance or use of said road, regardless of any negligence or alleged negligence on the part of any employee of any railroad company operating as a common carrier of freight upon the line of railroad located within the confines of said roadway.

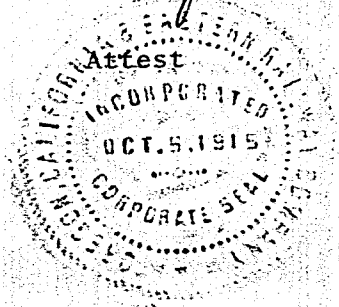
9. This easement and the rights hereby granted shall continue and be in force for such time as Grantee shall use said road for the purposes herein specified; provided, however, if for a period of two (2) years Grantee shall cease to use, or preserve for prospective future use, said road, all rights hereunder shall revert to the owner of said lands.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, as of the day and year first herein written.

OREGON, CALIFORNIA AND EASTERN RAILWAY COMPANY

By *Glenn P. Vandenberg*  
Secretary

By *[Signature]*  
Its: Vice President-General Manager  
Attest *[Signature]*  
Its: Traffic Manager-Agent



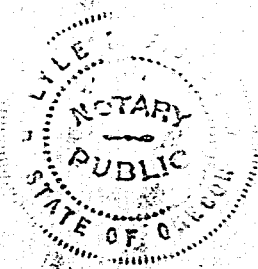
*Herman F. Romtvedt*  
Herman F. Romtvedt  
*H. F. ROMTVEST*

STATE OF OREGON }  
COUNTY OF KLAMATH } ss.

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On this 29th day of January, 1976, before me appeared  
N. P. McKellips and D. L. Owens  
who being sworn that they are the Vice President-General Manager, and  
Traffic Manager-Agent, respectively, of the corporation,

and that the seal affixed hereto is its seal, and that this deed  
was voluntarily signed and sealed in behalf of the corporation by  
authority of its Board of Directors. Before me:

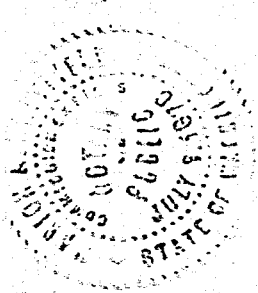


[Signature]  
Notary Public for Oregon  
My Commission Expires April 16, 1978

STATE OF OREGON }  
COUNTY OF } ss.

On this day personally appeared HERMAN F. ROMTFEDT, to me  
known to be the individual described in and who executed the above  
and foregoing instrument and acknowledged to me that he has signed  
the same as his free and voluntary act and deed for the uses and  
purposes therein mentioned.

Given under my hand and official seal this 16th day of  
March, 1976.



Marion A. Whitfield  
Notary Public in and for the State of  
Washington, residing at Monroe.

Return  
Bob Langley  
Rt 2 Box 733  
K. Falls, Or.

To Kilmarnock Falls

66.

HERMAN F. RONTVEDT

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**GATE**

# EXHIBIT A

O.C. 1E  
R/W

**NOTE:**

**OCT 15 1966**

STATE HIGHWAY #140

TO BALY

MILEPOST  
8.32

R.R. STATION  
: 045 + 12

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 7th day of July, A.D., 1980, at 11:45 o'clock A.M., and duly recorded in Vol. M80 of Deeds on Page 12402, was duly and lawfully County Clerk.

**FEE** **\$17.50**

WM. D. MILNE, County Clerk

BY Barbara Black Deputy

EXHIBIT FOR EASEMENT

5 1/2 SE 1/4 Sec. 15, T. 39 S., R. 10 E.

SCALE 1"=50'

OCTOBER 15, 1975

Drawing by T. E. DePue