

The Grantor, BURLINGTON NORTHERN INC., a Delaware corporation, hereinafter called Railway Company, in consideration of ONE THOUSAND SEVEN HUNDRED AND FIFTY AND NO/100 DOLLARS (\$1,750.00) to it paid, and the agreements herein contained, does hereby grant to KLAMATH COUNTY, Hereinafter called County, an easement for highway purposes, over, under, across and upon the following described premises situated in Klamath County, State of Oregon:

That portion of the SE $\frac{1}{4}$  SE $\frac{1}{4}$  and the NE $\frac{1}{4}$  SE $\frac{1}{4}$ , Section 15, Township 39 South, Range 9 East, W.M., as shown by red outline on the Exhibit "A" print dated 4-25-79 attached hereto and by this reference made a part hereof.

This easement is made subject to and upon the following express conditions:

## I

The Railway Company, for itself and its successors and assigns, reserves all rights to use the property hereinbefore described for any and all purposes whatsoever not inconsistent with the easement hereby granted, including, but not limited to, the right to construct, maintain, repair, renew, reconstruct, replace and operate present tracks and future tracks, communication, signal and electric power lines, utilities and other types of facilities on said property when deemed necessary or expedient to the Railway Company. Rights reserved shall be so exercised as not to damage or interfere with the highway as above defined. This easement is subject to all existing interests of third parties in said property of any kind or nature whatsoever and any and all extensions or renewals thereof.

## II

The County agrees to provide, at its sole cost and expense, adequate drainage of the Railway Company's property in connection with construction and maintenance of said highway, also agrees to reimburse the Railway Company for any and all expense incurred by it by reason of any failure of the County to provide such drainage.

## III

The construction of said highway shall be done in accordance with the County's plans furnished to and approved by the Railway Company, to the satisfaction of the Division Superintendent of the Railway Company located in Portland, Oregon, and in such a manner as to provide for proper drainage of the right-of-way of the Railway Company. In the event any portion of the said highway will be required by the Railway Company for any railway purposes whatsoever at any time in the future which might require disturbance of said highway, the County agrees at its sole cost and expense to provide whatever construction is deemed necessary, such as retaining walls, sheet piling, etc., to retain and confine said highway, on the highway side.

## IV

It is understood that the details of construction and maintenance of said highway are covered by separate contract dated 4-25, 1980, between the Railway Company and the County, the terms of which are by this reference fully incorporated and made a part hereof.

The County shall pay any and all cost of protecting or flagging such trains as may appear necessary to the Railway Company during the construction, reconstruction, repair or maintenance of said highway.

## VI

In the event that said property shall at any time cease to be used by the public for highway purposes, or shall by operation of law or otherwise become vacated or abandoned, the easement herein granted shall immediately cease and terminate without notice or other proceedings on the part of the Railway Company, and the County, its successors or assigns, shall reconvey immediately said property to the Railway Company.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate this 2nd day of March, 1981.

BURLINGTON NORTHERN INC.

By *J. C. Kenady*  
Vice President

Attest: *R. J. Morin*  
Assistant Secretary

ACCEPTED AND APPROVED 4/15/81 (date)

COUNTY OF KLAMATH

By BOARD OF COUNTY COMMISSIONERS

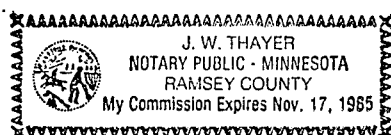
STATE OF MINNESOTA )

County of Ramsey )

*Walter Kironen* Chairman  
*Harold L. Kyrner* ss. Commissioner  
*Richard J. Chappell* Commissioner

On this 2nd day of March, 1981, before me personally appeared J. C. Kenady to me known to be a Vice President and R. J. Morin, Asst. Secretary of Burlington Northern Inc., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Burlington Northern Inc., for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said Burlington Northern Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



*W. Thayer*  
Notary Public in and for the State of Minnesota,  
residing at St. Paul.

№219 115+82-26<sup>n</sup> (CORR. L. PIPE 50' LG. (SIPHON))

NORTH LINE SE 1/4 SE 1/4 SE 1/4

119 + 36 E.C.  
120 + 15 E.F.

7-2082203  
City of Klamath Falls,  
12 Form 5000  
2-Crossing Signs  
21128 PUBLIC CROSSING 30' Block  
Nº 108-23 (Johns Ave)

6 Gas Pipe.  
Call. Pac. Utilities Co.,  
121 + 39 F.C.

[illegible]

Power Line 7  
Road  
SEC 15 T 39 S, R 9 E WM  
SEC 14 T 39 S, R 9 E WM

Exhibit A  
KLAMATH FALLS, OR.  
(AIRPORT)  
B.N.I.  
M.P.M. SEATTLE  
SCALE: 1" = 100'  
4.25.79

7195

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of \_\_\_\_\_  
this 22nd day of April A. D. 19 81 at 11:45 o'clock A. M., and  
duly recorded in Vol. M81, of \_\_\_\_\_ Deeds \_\_\_\_\_ on Page 7192

EVELYN BIEHN, County Clerk:  
By *Debra B. Jensen*

No Fee