

RECORDING REQUESTED BY

[RAF/nb - VI - 5/2/86]

64854

Vol. MS80 Page 14541

AND WHEN RECORDED MAIL TO

Name City Recorder
Street
Address 500 Klamath Avenue
City
State Klamath Falls, OR
Zip 97601

ALSO ASSIGNED

LEASE

AUDIT NO. 205112

DEED

64497

AUDIT No. _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RELMIS: CF-431.75-X()

THIS INDENTURE, made this 5th day of May, 1986, by and between SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation, herein termed "Railroad," and CITY OF KLAMATH FALLS, a municipal corporation of the State of Oregon, address: P. O. Box 237, Klamath Falls, Oregon 97601, herein termed "Grantee";

WITNESSETH:

1. Railroad hereby grants to Grantee, subject to the reservations, covenants and conditions herein contained, the right to construct, reconstruct, maintain and operate a height (8) inch sewer pipeline, hereinafter termed "structure," in, upon, along, across and beneath the property and tracks of Railroad, at or near Chelsey (Klamath Falls), in the County of Klamath, State of Oregon, crossing the center line of said tracks at Engineer's Station 3508+80, Mile Post 431.75, in the location shown on the print of Railroad's Shasta Region Drawing No. L-5875-A dated February 20, 1986, attached and made a part hereof.

Said structure shall be installed in accordance with minimum standards of Form C. S. 1741, also attached and made a part hereof; provided that such standards are not in conflict with nor less than those required by law.

1-a. As a part consideration for the rights herein granted, Grantee shall pay to Railroad the sum of Three Hundred Ninety-five Dollars (\$395).

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2. Project markers in form and size satisfactory to Railroad, identifying the facility and its owner, will be installed and constantly maintained by and at the expense of Grantee at Railroad property lines or such locations as Railroad shall approve. Such markers shall be relocated or removed upon request of Railroad without expense to Railroad.

Absence of markers does not constitute a warranty by Railroad of no subsurface installations.

3. 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 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.

4. 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.

5. The rights herein granted to Grantee shall lapse and become void if the construction of said structure upon said property is not commenced within one (1) year from the date first herein written.

6. Grantee shall bear the entire cost and expense of constructing, 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 and the construction or reconstruction of said structure shall be subject to the approval of Railroad.

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.

7. In the event Railroad shall at any time so require, Grantee, at Grantee's expense, shall reconstruct, alter, relocate said structure or otherwise improve said structure upon receipt of written notice from Railroad so to do.

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8. Grantee shall, at its expense, comply with all applicable laws, regulations, rules and orders regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and furnish satisfactory evidence of such compliance upon request of Railroad.

Should any discharge, leakage, spillage, emission or pollution of any type occur upon or arise from the premises covered hereunder as a result of Grantee's use, presence, operations or exercise of the rights granted hereunder, Grantee shall, at its expense, be obligated to clean all property affected thereby, whether owned or controlled by Railroad, or any third person, to the satisfaction of Railroad (insofar as the property owned or controlled by Railroad is concerned) and any governmental body having jurisdiction in the matter. Railroad may, at its option, clean Railroad's premises; if Railroad elects to do so, Grantee shall pay Railroad the cost of such cleanup promptly upon the receipt of a bill therefor.

Grantee agrees to investigate, release, indemnify and defend Railroad from and against all liability, cost and expense (including, without limitation, any fines, penalties, judgments, litigation costs and attorney fees) incurred by Railroad as a result of Grantee's breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution, regardless of whether such liability, cost or expense arises during the time this indenture is in effect or thereafter, unless such liability, cost or expense is proximately caused solely and exclusively by the active negligence of Railroad, its officers, agents or employees.

9. As part consideration, Grantee agrees to pay Railroad an amount equal to any and all assessments which may be levied by order of any authorized lawful body against the property of Railroad (and which may have been paid by Railroad) to defray any part of the cost or expense incurred in connection with the construction of said structure upon said property commenced within one (1) year from the date first herein written.

10. Grantee, its agents and employees subject to provisions hereof, 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 give Railroad five (5) days' written notice prior to commencement of any work on said structure, except emergency repairs, in which event Grantee shall notify Railroad's authorized representative by phone. 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

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keep said property and said structure in a good and safe condition, free from waste, then Railroad may perform the necessary work at the expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand.

11. 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 Railroad, satisfactory to Railroad, 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.

12. Insofar as it lawfully may, Grantee agrees to investigate, release, defend and indemnify 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 death of persons arising out of the construction, reconstruction, maintenance, presence, use or removal of said structure, regardless of any negligence or alleged negligence, active, passive or otherwise, on the part of Railroad employees.

The word "Railroad" as used in this section 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 or adjacent to said structure, and the officers and employees thereof.

13. 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, such removal and restoration may be performed by Railroad, at the expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand, or Railroad may, at its option, assume ownership of said structure.

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14. The parties intend that the promises and obligations of this indenture shall constitute covenants running with the land so as to bind and benefit their respective successors and assigns.

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 TRANSPORTATION
COMPANY,

By L. H. Oster
(Title)

Attest: A. F. O'Connell Manager - Miscellaneous
Assistant Secretary

CITY OF KLAMATH FALLS,

By George C. Flitcraft
Mayor

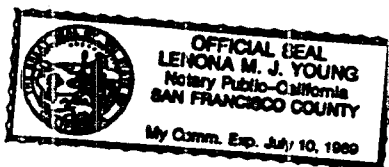
By Donna Stohlman
Clerk

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STATE OF CALIFORNIA
City and County of San Francisco

On this 8th day of May in the year One Thousand Nine Hundred and Eighty Six
before me, LENONA M. J. YOUNG, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared

L. H. Peters and T. F. O'Donnell



known to me to be the Manager-Miscellaneous Contracts and
Assistant Secretary

of the corporation _____ described in and that executed the within instrument, and also known
to me to be the person S who executed it on behalf of the corporation _____ therein named
and they acknowledged to me that such corporation _____ executed the same.

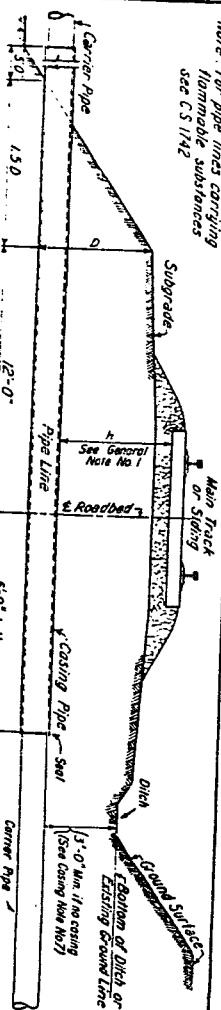
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my
office in the City and County of San Francisco, the day and year in this certificate first above
written.

Lenona M. J. Young
Notary Public in and for the City and County of San Francisco, State of California.

Corporation

My Commission Expires July 10, 1989

Note: For pipe lines carrying flammable substances see C.S. 1742



RULES GOVERNING THE INSTALLATION OF PIPE LINES TRANSMITTING WATER OR OTHER NON-FLAMMABLE SUBSTANCES WHEN CROSSING UNDER TRACKS

GENERAL

1. Distance from bottom of tie to top of pipe, casing or concrete encasement shall not be less than 3'-0" (See General Note 3.)

2. Any pipe lines crossing any track shall be installed in accordance with the following rules, which shall govern the installation of such lines, and shall be used in the absence of any other rules or specifications for such lines. The rules shall be used in the absence of any other rules or specifications for such lines.

3. When practicable, casings and carrier pipes may be installed by the jacking or boring methods. If these methods are used, the casing shall be installed by the jacking or boring methods, and the carrier pipe shall be installed by the jacking or boring methods.

4. The casing shall be installed by the jacking or boring methods, and the carrier pipe shall be installed by the jacking or boring methods. The casing shall be installed by the jacking or boring methods, and the carrier pipe shall be installed by the jacking or boring methods.

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PIPE IN CUT

2. Most casing for supporting track shall conform to the following: (See General Note 2.)

3. The casing shall be installed by the jacking or boring methods, and the carrier pipe shall be installed by the jacking or boring methods. The casing shall be installed by the jacking or boring methods, and the carrier pipe shall be installed by the jacking or boring methods.

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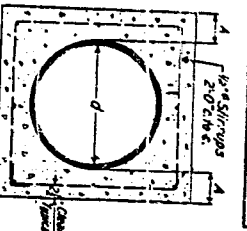
10. The casing shall be installed by the jacking or boring methods, and the carrier pipe shall be installed by the jacking or boring methods. The casing shall be installed by the jacking or boring methods, and the carrier pipe shall be installed by the jacking or boring methods.

TABLE I THICKNESS OF PIPE CASINGS FOR SUPPORTING TRACK

Inside Diameter of Pipe, Inches	Concrete Casing, Inches	Steel Casing, Inches
4 to 10	14	14
12	14	14
15 to 18	14	14
21 to 24	14	14
30 to 36	16	16
48 to 60	18	18

TABLE II CONCRETE ENCASEMENT FOR PIPES

d, inches	A, inches	Number of Layers of Concrete
10 to 12	4	4
15	5	5
18 to 21	6	6
24 to 27	7	7
30	8	8
36	9	9



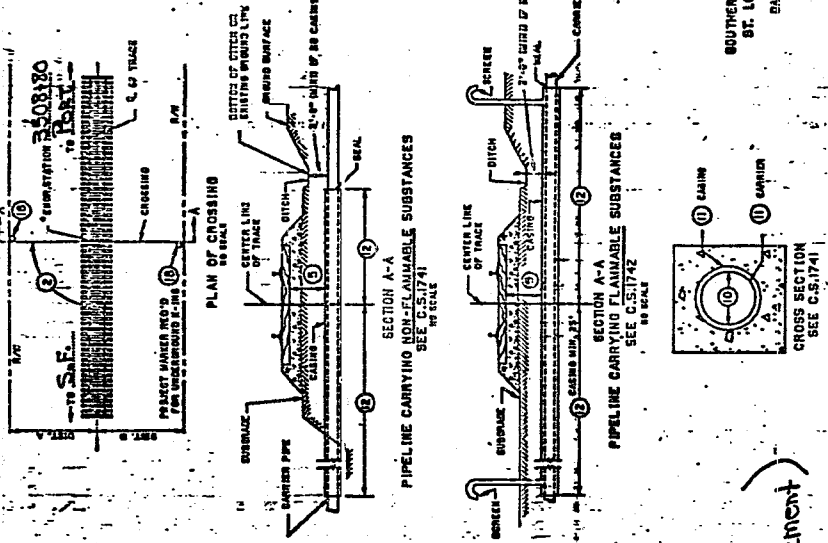
SOUTHERN PACIFIC LINES COMMON STANDARD PIPE LINES

FOR NON-FLAMMABLE SUBSTANCES CROSSING UNDER TRACK

ADOPTED APR 20, 1933 REVISED JAN 8, 1970

STATION NO. 14548
 DRAWING NO. 14548
 SHEET NO. 14548
 CHECKED BY: [Signature]
 DATE: 8/1/86

14548



SOUTHERN PACIFIC TRANSPORTATION CO.
 ST. LOUIS SOUTHWESTERN RY. CO.
 DATA REQUIRED FOR PROPOSED
 PIPELINE CROSSING OF
 RAILROAD OF RAY

P.P.E. LINE CARRYING ☒ FLAMMABLE SUBSTANCES PER C.S. 1742

APPLICANT: CITY OF KLAMATH
 ADDRESS: P.O. BOX 237
 CITY: Klamath Falls STATE: OR ZIP: 97603
 PHONE: 338-5366 CONTACT PERSON: [Name]
 FACILITY: Sewer Line
 PURPOSE: [Blank]

1. MATERIALS AND INSTALLATION PER 8.5.1741 OR 8.5.1742
 2. RAIL OF CROSSING WITH TRACES
 3. OVERLAP OF SIGNAL OR COMMUNICATION LINE INVOLVED YES ☒ NO ☐
 4. RAIL-ONE IN PIPE 1 INCHES
 5. DISTANCE FROM BOTTOM OF TIE TO TOP OF CASING SHALL BE MINIMUM ONE PIPE DIAMETER OR 3 FT WHICHEVER IS GREATER 30 FT
 6. IF LESS THAN ONE PIPE DIAMETER, BUT NOT LESS THAN 3 FT, SPECIAL PERMISSION
 7. IF CHIEF ENGINEER IS REQUIRED (REASONS FOR WAIVER)
 8. IF P.E. OR CASING DIAMETER IS GREATER THAN 8 FT APPLICANT SHALL SUBMIT
 9. ENGINEERING PLANS, SPECIFICATIONS, AND SOILS REPORT.
 10. IF P.E. CARRIES FLAMMABLE SUBSTANCES AND HAS CASING
 11. NUMBER AND LOCATION OF VENTS
 12. PIPE MATERIAL: CASING RUBIC
 13. INSID: DIAMETER: CASING 36 INCHES
 14. WALL THICKNESS: CASING 1 INCHES
 15. LENGTH OF CASING FROM CENTERLINE OF TRACK IS: 111 FEET
 16. IF P.E. IS REINFORCED CONCRETE A.S.T.M. CLASS DESIGNATION 5000
 17. IF P.E. IS CAST IRON A.S.T.M. CLASS 15
 18. METHOD OF INSTALLATION UNDER TRACKS OPEN CUT
 19. JACKETING NO
 20. GENERAL NOTE NO. 3 ON C.S.1741 OR C.S.1742
 21. IF P.E. IS INVOLVED UTILITY CROSSING SHALL NOT BE LESS THAN
 22. 3'-0" BELOW S. P. PIPELINES. DISTANCE FROM TRACK AND DEPTH OF COVER TO BE
 23. SHOWN ON PLAN AND SECTION.
 24. PROJECT MARKERS SHALL BE INSTALLED AND MAINTAINED BY APPLICANT.
 25. RECOMMEND A PLASTIC CHIMNEY UTILITY TAP INDICATING TYPE OF UTILITY BE
 26. INSTALLED NOT LESS THAN 12" ABOVE THE UNDERGROUND INSTALLATION.
 27. CARRIEN PIPE FOR FLAMMABLE SUBSTANCES SHALL NOT BE MADE OF PLASTIC
 28. UNLESS COMPLETELY ENCASED ACROSS ENTIRE RAILROAD R. OF W.
 29. TOP 1" PIPELINE HANDLING HAZARDOUS PRODUCTS THE MINIMUM COVER ON RAILROAD
 30. RIGHT OF WAY IS 15 FEET

(Installation Thru Existing Public Under-
 (X)ing CF-431.15-B (15' B.D.I.) 5' Below Pavement)

NOTE: REFERENCE TO ASSIGNED BLANKET AGREEMENT NO. 1

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 15th day
 of August A.D., 19 86 at 3/06 o'clock P M., and duly recorded in Vol. M86,
 of Deeds on Page 14541
 FEE \$33.00
 Evelyn Biehn, County Clerk
 By [Signature]