

91306

RETURN TO
OREGON HIGHWAY DIVISION
RIGHT OF WAY SECTION
119 TRANSPORTATION BLDG.
SALEM, OREGON 97310

Vol. 588 Page 14833

ODOT AGREEMENT NO. RR-1193

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that BURLINGTON NORTHERN RAILROAD COMPANY (formerly named Burlington Northern Inc.) a Delaware corporation, whose address for purposes of this instrument is c/o Glacier Park Company, 1011 Western Avenue, Suite 700, Seattle, Washington 98104, Grantor, for Five Hundred Dollars (\$500.00) to it paid by STATE OF OREGON, acting by and through its DEPARTMENT OF TRANSPORTATION, Grantee, and the promises of the Grantee hereinafter specified, does hereby remise, release and quitclaim unto the Grantee, subject to the terms and conditions hereinafter set forth, an EASEMENT for construction, maintenance, replacement and removal of Highway FAS-319, "Southside Bypass" and overhead bridge structure, hereinafter called highway, over, upon and across the following described premises, situated in Klamath County, State of Oregon, to-wit:

All that portion of Burlington Northern Railroad Company's "Whiteline" Yard right of way, being of various width (225 feet more or less), lying between lines drawn parallel with and 110 feet Northeastly and 90 feet Southwesterly, measured at right angles from the present centerline of The Dalles/California Highway - Washburn Way, "Southside Bypass" (FAS B-319), said right of way being situated in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8, T39S, R9E, W.M. in Klamath Falls, said Klamath County, as shown on Exhibit "A" attached hereto and by this reference made a part hereof.

RESERVING, however, unto the Grantor, its successors and assigns, the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the land hereinbefore described, including the right and privilege to use said land for any and all purposes, not inconsistent with the use thereof for highway purposes.

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

1. To existing interests in the above-described premises to whomsoever belonging and of whatsoever nature and any and all extensions and renewals thereof, including but not limited to underground pipe line or lines, or any type of wire line or lines, if any.
2. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of said highway shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee

'88 SEP 12 AM 10 19

shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing.

3. This instrument is granted according to the terms and conditions of that certain Agreement between the Grantor and the Grantee dated June 7, 1985 (BN Docket No. 20315) highway and made subject to the terms and conditions contained therein.

4. The Grantor does not warrant its title to said premises nor undertake to defend the Grantee in the peaceable possession, use or enjoyment thereof; and the grant herein made is subject to all outstanding rights or interest of others, including the tenants and licensees of the Grantor.

5. The Grantee agrees that in removing snow from said highway it will perform said work of removal in such a manner so as not to deposit the snow on the roadbed and tracks of the Grantor. It is understood that the Grantor in maintaining its line of road may deposit some snow on the highway, and in the event of such occurrence the Grantee agrees to remove the snow at its expense.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging to Grantee for public use and enjoyment for the purposes aforesaid and for no other purpose whatsoever subject to the terms and conditions hereinbefore stated.

IN WITNESS WHEREOF, the said GRANTOR has caused this instrument to be signed by its authorized officers, and the corporate seal affixed on this 12 day of July, 1988.

ACCEPTED:

STATE OF OREGON, by and through its
DEPARTMENT OF TRANSPORTATION

BY

[Signature]

BURLINGTON NORTHERN RAILROAD COMPANY

BY

[Signature]
J. H. Ilkka
Director - Title Services

ATTEST:

BY

[Signature]
Anita D. Wells
Assistant Secretary

APPROVED AS TO
LEGAL SUFFICIENCY

[Signature]
Asst. Attorney General

Date

7-11-88



STATE OF OREGON }
COUNTY OF MARION } ss.

July 11, 1988.

Personally appeared Steve Green and the right of way section of the Oregon Department of Transportation Hwy. Div., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me: Cynthia J. Carter
Notary Public for Oregon
My commission expires: 3-10-92

STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this 12th day of July, 1988, before me personally appeared J. H. Ilkka, and Anita D. Wegls, to me known to be the Director - Title Services, and Assistant Secretary, respectively, of Burlington Northern Railroad Company, a corporation, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my seal the day and year first above written.



Lisa J. Fredrich
Notary Public in and for the
State of Washington
Residing at: Seattle
My commission expires: 02/09/92

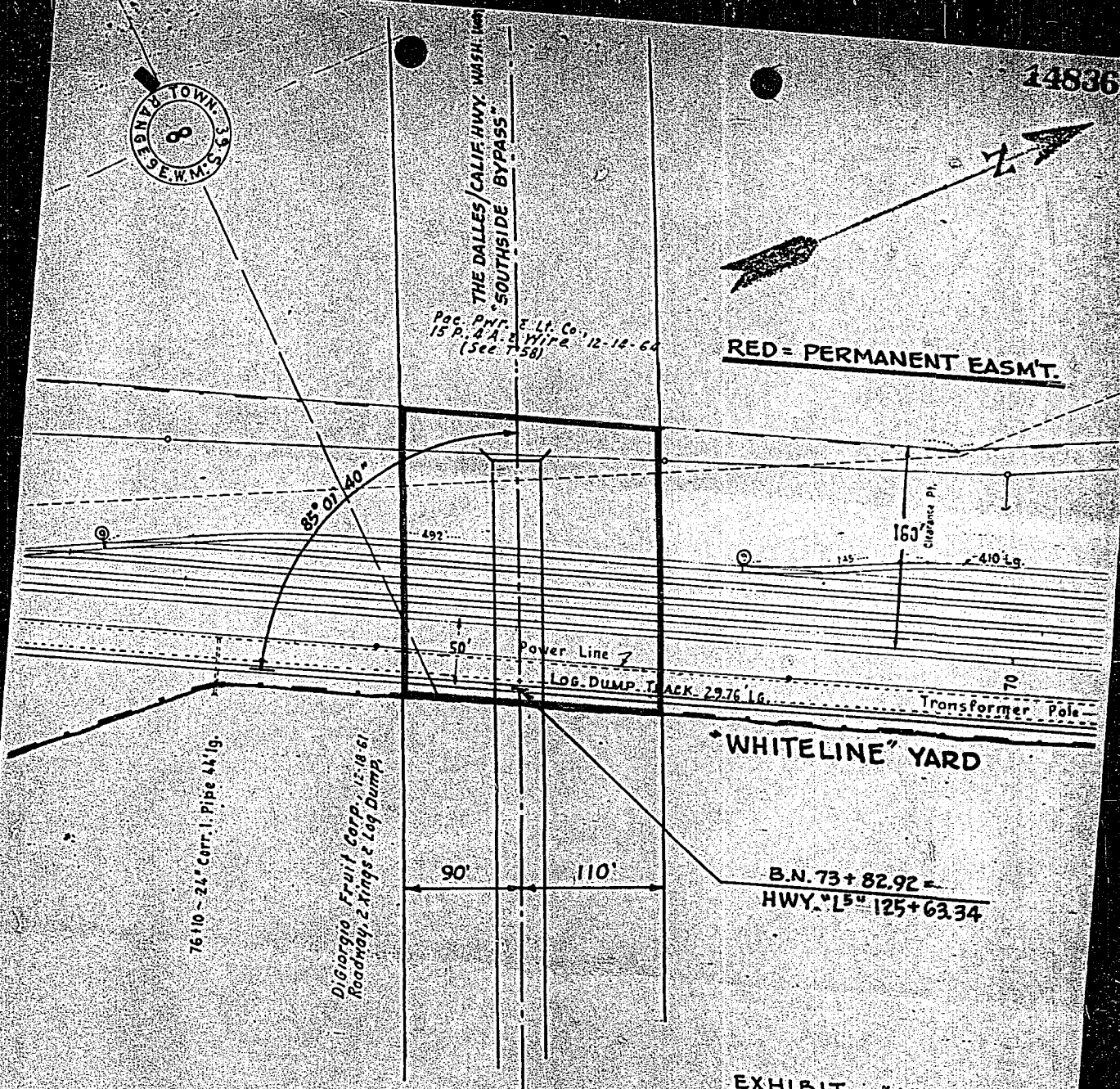
14836



THE DALLES/CALIF. HWY. WASH. WAY
"SOUTHSIDE BYPASS"

Pac. Pwr. & Lf. Co.
15 P. & A. B. Wire 12-14-60
(See 750)

RED = PERMANENT EASMT.



LAKE EWAUNA

EXHIBIT "A"
B.N. RAILROAD CO.

SEA. REGION PORT. DIV, 4TH SUB.
EASM'T. TO STATE OF OREGON
FOR THE DALLES/CALIF. HWY.-
WASHBURN WAY "SOUTHSIDE
BYPASS" OVERCROSSING ~
KLAMATH FALLS, ORE.

SCALE: 1"=100'

11-6-84

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Oregon Dept. of Transportation
of Sept. A.D. 19 88 at 10:19 o'clock A.M., and duly recorded in Vol. M88
of Deeds on Page 14833

FEE \$23.00

Evelyn Biehn

County Clerk

By Pauline Mullendore