

**NORTHERN PACIFIC RAILWAY COMPANY**, a corporation under the laws of Wisconsin, in consideration of <sup>ten</sup> ~~one~~ dollars and the agreements herein contained grants unto **the COUNTY OF UMATILLA**, a municipal corporation

of the state of **Oregon**, grantee, the right, save as herein limited, to use for the purpose of a public street or road, but for no other purposes whatsoever, portions of the right of way of the Railway Company described as follows, to-wit:

P.G. 7.

Those portions of the Pendleton Branch right of way of said Railway Company in the west half (W $\frac{1}{2}$ ) and in the southeast quarter (SE $\frac{1}{4}$ ) of section five (5), in the northeast quarter (NE $\frac{1}{4}$ ) of section eight (8), and in the northwest quarter (NW $\frac{1}{4}$ ) of section nine (9), all in township five (5) north of range thirty-three (33) east of the Willamette Meridian, Umatilla County, Oregon, shown colored in solid yellow and red on the print attached hereto, identified as Exhibit "A" and made a part hereof as fully as if it had been written into this document.

The grantee agrees as a material consideration of this easement, without which the same would not have been granted, that it will upon the completion of the revision of said road vacate and abandon that portion of said road shown in a broken black line on said print.

The grantee agrees to cut and remove or cause to be cut and removed at its sole expense all noxious weeds and vegetation growing on the strip of land above described, said work of cutting and removal to be done at such times and with such frequency as to comply with state and local laws and regulations.

The privilege hereby granted is effective from the **First** day of **May**, 19**32**, until terminated as provided in this agreement or otherwise.

This grant is made upon the following <sup>additional</sup> terms:

1. The street or road shall be constructed and maintained in a good and workmanlike manner and made and kept as safe for public travel as possible. The expense of construction and maintenance thereof shall be borne by the grantee; and the Railway Company shall not be liable for or assessed for any of the expense of construction or maintenance.

2. Should the right of way, the right to use which is hereby granted, or any portion thereof, be required for the construction of tracks, buildings, including public and private warehouses, or for other railroad purposes, the grantee shall change the location of said street or road and vacate the said right of way, or such portion thereof as the Railway Company shall request; and the entire expense of such change shall be borne by the grantee.

3. The Railway Company may upon **ninety (90)** days' notice in writing revoke this permit, and the grantee hereby agrees in that event to peaceably and promptly surrender possession of the premises unto the Railway Company.

4. The grantee shall not grant to any person or company permission to construct or maintain a pole line on any portion of the above described right of way and the Railway Company reserves to itself the right to grant such permits provided the pole lines are so located as not to interfere with the use of the street or road for public travel.

5. The grantee agrees not to construct any cross or parallel drainage and to connect up the culverts installed by it with the existing culverts of the Railway Company. Where such culverts do not now exist the grantee agrees at its own expense to carry its culverts under the Railway Company's roadbed in a manner satisfactory to the Engineer of the Railway Company.

6. The grantee further agrees to bear the cost of moving such of the present fences and/or telegraph and telephone lines as the Railway Company's Engineer may deem necessary; the existing fences to be restored on the easement line between the track and the proposed road.

IN WITNESS WHEREOF, the parties hereto have executed these presents in duplicate originals this

31st day of May 1932

**NORTHERN PACIFIC RAILWAY COMPANY,**

By J. L. Witham  
Right of Way Commissioner.

**COUNTY OF UMATILLA,**

By E. M. Schanney  
Chairman of County Commissioners.

R. R. Peary  
County Commissioner.

J. O. Hales  
County Commissioner.

ATTEST:

W. E. Onger  
County Engineer.  
REGISTERED PROFESSIONAL ENGINEER 1487.  
OREGON  
MAR. 9. 1931  
W. E. OINGER

EXHIBIT A

# UMATILLA COUNTY

T. 5 N. R. 33 E. W.M.

North

Encroachment No 1- 148 Acres ±

Encroachment No 2- 131 Acres ±

Build 169 ft. Fence

Encroachment No 1- 148 Acres ±

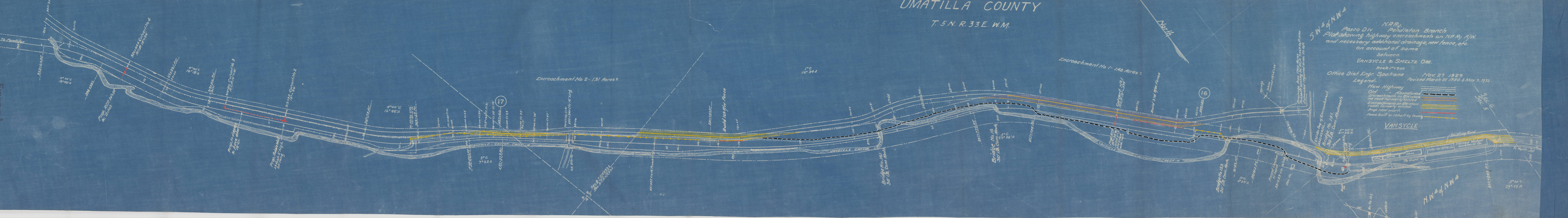
Build 370 ft. Fence

- Legend:
- New Highway
  - Abandoned Encroachments on RR where no road formerly existed
  - Encroachments on RR where roads formerly existed
  - Prop. new work
  - Fence built or rebuilt by County

5-W of N.W. 4  
 Pasco Div N.P.R.R. Pendleton Branch  
 Plat showing highway encroachments on N.P. Ry R/W and necessary additional drainage, new fence, etc. on account of same between VANSYCLE & SMELTZ ORE.  
 Scale 1"=200  
 Office Dist. Engr. Spokane Nov. 27 1929 Revised March 25 1930 & May 9 1932

VANSYCLE

N.W. 4 of N.W. 4



5 1/2 5 1/2

Existing Road

To Hunt

To Hunt

To Hunt

To Hunt

To Hunt

To Hunt

To Hunt

To Hunt