

52528

RIGHT OF WAY AGREEMENT

EMMA STEEVENS, a widow; RICHARD C. ROLL and JUANITA S. ROLL, husband and wife;
B. G. STEEVENS and EMMA STEEVENS, husband and wife;
MAX B. STEEVENS and HAZEL M. STEEVENS, husband and wife; CLYDE McKILLOP and
LOIS R. McKILLOP, husband and wife; BOYD L. STEEVENS and ELIZABETH J. STEEVENS
husband and wife; and DONNA J. NOE, a married woman;

hereinafter called first party, in consideration of value paid by PACIFIC GAS TRANSMISSION COM-
PANY, a California corporation, hereinafter called second party, the adequacy and receipt whereof are hereby
acknowledged, hereby grants to second party the right to excavate for, install, replace, maintain, use, and
remove such pipeline or lines of any size as second party shall from time to time elect for conveying natural
and artificial gas and other gaseous or liquid hydrocarbons and any products or by-products thereof, with
necessary valves and other appliances and fittings, and devices for controlling electrolysis in connection with
said pipelines, together with adequate protection therefor, and also a right-of-way one hundred feet in width
within the hereinafter described strip of those certain lands which are situated in the
County of KLAMATH State of OREGON, and
described as follows, to wit:

The Southwest Quarter of Northeast Quarter (SW-1/4 of NE-1/4) of
Section 31, Township 24 South, Range 9 East of the Willamette
Meridian.

It is agreed between the parties that as soon as second party has completed the installation of the initial
pipeline the aforesaid strip shall be restricted to the following:

That portion of the said lands of first party above described lying between lines parallel to and equidistant
THIRTY (30) feet to the right and SEVENTY (70) feet to the left going in a general southerly direction
through the State of OREGON measured at right angles from the center
line (or tangent thereof if a curve) of the initial pipe as actually laid by the second party across the said
lands of first party, or adjacent thereto if the initial pipe is not actually laid on the said lands of the first
party, such parallel line or lines being extended to the boundary lines of the said lands so as to enclose
the right-of-way and easement.

Second party may further define the location of said strip by recording a "Notice of Location" referring
to this instrument and setting forth a legal description of the location of said initial pipe or said strip, which
description may be set forth by map attached to said Notice. A copy of said Notice shall be delivered to
first party.

First party further grants to second party:

- the right to use such portion of said lands adjacent to and along said strip as may be reasonably
necessary in connection with the installation, repair and replacement of such pipeline or lines;
- the right of ingress to and egress from said strip over and across said lands by means of roads and
lanes thereon, if such there be, otherwise by such practicable route or routes as shall occasion the least damage
and inconvenience to first party;
- the right from time to time to trim and to cut down and to clear away any and all trees and brush
now or hereafter on said strip and to trim and to cut down and to clear away any trees on either side of said
strip which now or hereafter in the opinion of second party may be a hazard to second party's facilities or may
interfere with the exercise of second party's rights hereunder;
- the right to install, maintain and use gates in all fences which now cross or shall hereafter cross said
strip;
- the right to mark the location of said strip by suitable markers set in the ground, provided that
said markers shall be placed at fence lines or other locations which will not interfere with any reasonable use
first party shall make of said strip.

TRANSMISSION PIPELINE
1-24-7-25 2000 11/11

Second party hereby covenants and agrees:

- second party shall pay to first party prior to the construction of the initial pipeline the sum of
\$25.00 per acre of said lands contained within said strip; provided, however, that the obli-
gation of second party to make any payment hereunder shall be satisfied by tender of such payment to any
of the first parties for the benefit of all first parties;
- second party shall pay first party the reasonable amount of actual damages to crops, timber, livestock,
fences, buildings, private roads, and other improvements caused by it on said lands in the construction or
reconstruction of the pipeline or lines or in the exercise of the right of ingress or egress;
- second party shall bury its pipe to a sufficient depth at time of construction so as not to interfere
with first party's cultivation of the soil at said time;
- second party shall promptly backfill any trench made by it on said strip and if said lands shall then
be cultivated, second party shall restore the surface of the ground, so far as is practicable, to its condition
prior to second party's trenching operations;
- second party shall indemnify first party against any loss or damage which shall be caused by any
wrongful or negligent act or omission of second party, or of its agents or employees, in the course of their
employment.

First party reserves the right to use said strip for purposes which will not interfere with second party's
full enjoyment of the rights hereby granted, provided that first party shall not erect or construct any building
or other structure, or drill or operate any well, or construct any reservoir or other obstruction on said strip,
or diminish or substantially add to the ground cover over said pipeline.

The provisions hereof shall inure to the benefit of and bind the heirs, successors, and assigns of the
respective parties hereto, and all covenants shall apply to and run with the land.

IN WITNESS WHEREOF the parties have executed these presents this 12th day of
April, 1960.

Executed in the presence of

Witness
Witness

Lois R. McKillop

Clyde McKillop

Donna J. Noe

WITNESS ACKNOWLEDGMENT

STATE OF OREGON

County of Deschutes

On this 22nd day of April, 1960

I, L. K. Schuraker

Notary Public and for said County and State, personally appeared

Boyd L. Steevens and Elizabeth J. Steevens,

Grantors

and that he knows the person described in and who executed the

instrument and that he is not present and witnessed the execution of said

instrument.

Witness my hand and seal of office this 22nd day of April, 1960.

L. K. Schuraker

Notary Public for Oregon

My Comm. Expires Aug. 31, 1963

PACIFIC GAS TRANSMISSION COMPANY

By _____

Attorney in Fact.