

RIGHT OF WAY AGREEMENT

HORSEFLY IRRIGATION DISTRICT, a corporation

hereinafter called first party, in consideration of value paid by PACIFIC GAS TRANSMISSION COMPANY, 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:

All that portion of the West Half of the Northeast Quarter (W-1/2 NE-1/4) of Section 6, Township 39 South, Range 11 East of the Willamette Meridian, contained in the following described parcel:

A strip of land 50 feet in width, being 25 feet on each side of the following described center line: Beginning at the Engineers' Station 670+00; thence along center line of old Walker-Hovey Railroad North 56°52' West, 20+44 feet to beginning of a 3° curve to the left; thence along 3° curve to left a distance of 122.2 feet; thence North 60°36' West 246.8 feet to a point on the Westerly line of the Northeast Quarter of the Northwest Quarter (NE-1/4 NW-1/4) of said Section 6; which is South 48.6 feet from the North west corner of the Northeast Quarter of the Northwest Quarter (NE-1/4 NW-1/4) of Section 6, which point is also known as Engineers' Station 694+13 of said Walker-Hovey Railroad, containing 3.95 acres, more or less, and being a portion of the West Half of the Northeast Quarter (W-1/2 NE-1/4) and a portion of the Northeast Quarter of the Northwest Quarter (NE-1/4 NW-1/4) of Section 6, Township 39 South, Range 11 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 situate 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
L-01 1/2 500 DTH

Second party hereby covenants and agrees:

- second party shall pay to first party prior to the construction of the initial pipeline the sum of \$100.00 per acre of said lands contained within said strip; provided, however, that the obligation 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 pipelines.

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 _____ day of _____, 19____ HORSEFLY IRRIGATION DISTRICT, a corporation.

Executed in the presence of

By: _____

Attest: _____

Witness

Witness

Grantors

Consideration for said strip conveyed
beginning at 00:00:00 \$100.00

PACIFIC GAS TRANSMISSION COMPANY

By

Attorney in Fact.

CORPORATE ACKNOWLEDGMENT

STATE OF OREGON

County of _____

On this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, personally appeared _____, of the corporation that executed the foregoing instrument and that the said _____ is the duly authorized officer of said corporation and that the instrument was signed and made by him or her in his or her capacity as such officer of said corporation and that he or she is the duly authorized officer of said corporation and that the instrument was signed and made by him or her in his or her capacity as such officer of said corporation.

Notary Public for Oregon
My Commission Expires _____

FOR RECORDER'S USE ONLY

STATE OF OREGON
COUNTY OF _____
FILED _____
AUG 19 19____
M. and d. 19____
619
CHAS. E. DELAP, County Clerk
By _____ Deputy
