

STATE OF OREGON
COUNTY OF KLAMATH

On this the 10th day of January 1961, before me, the undersigned authority, personally appeared William Tubach and Priscilla Tubach, his wife, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed and for the purposes and consideration therein expressed.

WITNESSE ME:

Escher Binner
My commission expires: Aug. 28, 1962

Notary Public in and for Klamath
County, State of Oregon
Residing at Bentonia

JAMES H. WALKER, JUNIOR, Notary Public

Witnessed by El Paso Natural Gas Co.
this 30 day of January, A.D. 1961 at 2:30 o'clock P.M., and
Jury recorded in Vol. 327, of Deeds, on page 113.

Fee \$2.50

Chas. E. DeLay, COUNTY CLERK
Dorothy

RECEIVED: El Paso Natural Gas Co.
P. O. Box 1192
El Paso, Texas

COUNTY OF KLAMATH 57660

Vol. 327 Page 115

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KNOW ALL MEN BY THESE PRESENTS, that the undersigned, hereinafter referred to as Grantor, for and in consideration of the sum of ONE DOLLAR AND OTHER CONSIDERATIONS, to the undersigned in hand paid by EL PASO NATURAL GAS COMPANY, a corporation, hereinafter called Grantee, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, a right of way and easement to construct, maintain and operate a pipe line with appurtenances thereto, and, in connection therewith, a telephone line, a power transmission line and road (said pipe line, appurtenances, telephone line and transmission line and road being hereinafter sometimes collectively called the "facilities") over and through the hereinafter described land, approximately along the line designated by survey heretofore made or hereafter to be made by the Grantee, through and over the said property on a right of way 60 feet in width.

This grant shall carry with it the right of ingress and egress to and from the said right of way, with the right to use existing roads for the purpose of constructing, inspecting, repairing and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipe line with either like or different size pipe. During temporary periods Grantee may use such portion of said property along and adjacent to said right of way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the facilities over the right of way hereby granted unto the said Grantee, its successors and assigns, and the Grantor may easements shall be covenants running with the land and be binding upon Grantor, his heirs, legal representatives and successors in title.

Grantee may at any time, and upon permanent abandonment of said right of way and removal of all improvements constructed thereon, shall execute and record a reconveyance and release hereof, whereupon this right of way and easement and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

Grantor reserves the right to full use and enjoyment of said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with the exercise of Grantee's rights hereunder, and no building, reservoir or other improvement shall be constructed or maintained on or within thirty feet of said right of way without Grantee's prior written consent.

Grantee shall not, without Grantor's consent, construct a road over any land which is in cultivation, and when required for purposes of cultivation Grantee, at Grantor's written request, will relocate any road constructed by it on another site supplied by Grantor.

Grantee shall, during construction, bury all pipe lines below ordinary plow depth.

Grantee shall pay to Grantor all damages to Grantor's growing crops and timber caused by the construction, maintenance, repair, replacement or removal of the facilities. It is mutually agreed that should any dispute arise as to such damages, the same, if not mutually agreed upon, shall at the written request of either party be arbitrated and determined by disinterested arbitrators, one to be appointed by Grantee, and one by Grantor, within 30 days after such request, and if the two so chosen, be unable to select a third arbitrator, then they shall, within 30 days after written request by either the Grantor or the Grantee, by the senior Federal District Judge of the District wherein the land lies and the decision of any two of the arbitrators thus appointed shall be final and conclusive.

Grantee has entered into an agreement with a distribution company for the purpose of supplying Grantor with natural gas for his domestic use and pumping purposes only. Upon written application to Grantee at El Paso, Texas, the Grantee will make one tap on a gas pipe line constructed on said right of way and cause gas to be furnished to Grantor by said distribution company. The gas shall be furnished and measured at the main line of Grantee at rates and under rules and regulations established by said distribution company. A purchaser of all, but not a part of the hereinafter described land shall succeed to Grantor's right granted in this paragraph.

There is hereby granted to the Grantee herein the right to construct, maintain and operate on said right of way, additional pipe line or lines, and appurtenances, and in the event Grantee exercises this right Grantee shall pay Grantor the sum of \$1.00 per lineal foot for each additional line so laid, as well as damages caused by Grantee to Grantor's growing crops and timber; and Grantee shall in such case have the same rights with respect to such additional lines and appurtenances as are hereby granted with respect to the first line and appurtenances to be constructed.

Grantor represents and warrants that he is the owner for simple of the land hereinafter described, subject only to outstanding mortgages, if any, now of record in said county, and agrees that in the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien.

It is hereby understood that the parties securing this grant in behalf of the Grantee are without authority to make any covenant or agreement not herein expressed.

DESCRIPTION OF PROPERTY SITUATED IN KLAMATH COUNTY, STATE OF OREGON

Subdivision	Section	Township	Range	North or South	East or West
Blind (That portion lying northwest of the Lost River)	19	39 South	11 East		E.W.M.

WITNESS THE EXECUTION HEREOF the 10th day of January, 1961, A.D.

by Donald W. Ketchum and Madeline M. Ketchum, husband and wife.

Donald W. Ketchum
Witness Signature
Madeline M. Ketchum
Project: PGT to Klamath Falls Line

W/O: Dwg. No. 2441.0-1

File: R/W 601172 Grant No. 24

REC. NO. 35873