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Form 9-123 (6-60) (Joint Acknowledgment for Oregon)

STATE OF OREGON
COUNTY OF KLAMATH

On this the 10th day of January 1961, before me, the undersigned authority, personally appeared Stanley C. Masten, and Martha V. Masten, his wife, known to me to be the persons described and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed and for the sum of money and consideration therein expressed.

BEFORE ME:

Lucile Breen
Notary Public in and for Klamath County, State of Oregon
Residing at Bonanza

My commission expires: August 28, 1962

STATE OF OREGON; COUNTY OF KLAMATH;

Deed for Right of Way of El Paso Natural Gas Co.

this 30 day of January A.D. 1961, 12:32 P.M., and
fully recorded in Vol. 327, Deeds, page 117.
CHAS. W. DELTA, COUNTY CLERK

By James M. Clark - Deedtee
Fee \$2.50

RETI El Paso Natural Gas Co.
P.O. Box 1492,
El Paso, Texas

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Form 3-23 Rev. 2-60
Document No. 601172
Tracer 12/24

STATE OF OREGON
COUNTY OF KLAMATH

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 other land pipe line, over, upon, across and through the hereinabove 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 Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and binding upon Grantee, 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.

Grantee 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 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 persons to be appointed by Grantor, and one by Grantee, within 30 days after such request, and the third to be chosen by Grantee to agree within 90 days after appointment, then they shall, within 30 days after written request by either the Grantee or Grantor, select a third arbitrator, and failing so to do, such third arbitrator shall be appointed on application of either Grantor or 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, timely written notice to file 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 initial tap of Grantee at rates and under rules and regulations established by said distribution company. A purchaser of all, but not a part, of the hereinabove described land shall succeed to Grantor's right granted in this paragraph.

There is hereby granted to the Grantee before the right to construct, maintain and operate on said right of way, additional pipe lines or lines, and appurtenances, and in the event Grantee exercises this right Grantee shall pay Grantor the sum of \$1.00 per linear 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.

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

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

DESCRIPTION OF PROPERTY SITUATED IN	KLAMATH	COUNTY, STATE OF	OREGON	
Subdivision	Section	Township	Range or Block	Acres or Hect.
SW 1/4, S 30	39 S.	10 E.	W.M.	

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

By L. Postlefield and Delta Postlefield,
J. Shultz
Witness to Signature
Project: POT to Klamath Falls Line
Name: L.L. Postlefield
File: H.W. 601172 Gram. No. 15

W.O.: Reg. No. 2451.0-2
File: 35376