

28491

EASEMENT FOR NATURAL GAS
REGULATING STATION

VOL. 176 PAGE 21238

WHEREAS under date of July 5, 1960, GILCHRIST TIMBER COMPANY, a corporation, hereinafter called "Owner," entered into a right-of-way agreement with PACIFIC GAS TRANSMISSION COMPANY, a corporation, hereinafter called "Pacific," whereby Pacific was granted a right of way across Owner's lands for the construction, installation and operation of a natural gas pipeline to be installed by Pacific across the State of Oregon, and

WHEREAS under date of December 4, 1968, Owner granted to CASCADE NATURAL GAS CORPORATION, a corporation, hereinafter called "Cascade," a right of way across Owner's lands for a gas pipeline for the purpose of distributing gas from the above-mentioned pipeline of Pacific to Gilchrist and Crescent, Oregon, and

WHEREAS Pacific now desires to obtain an additional easement on a portion of Owner's lands in order to erect, maintain and operate a regulating station relating to the flow of gas from the main pipeline of Pacific to the above-mentioned distributing line of Cascade; now, therefore,

KNOW ALL MEN BY THESE PRESENTS that Owner, in consideration of \$250 to it in hand paid by Pacific, the receipt of which hereby is acknowledged, does hereby grant and convey to Pacific, its successors and assigns, an easement for the erection, maintenance and operation of a natural gas regulating station (to be within a fenced enclosure), with connecting pipes to the above-mentioned natural gas transmission lines, over and across the following-described property in Klamath County, Oregon, to wit:

A portion of land 30 ft. x 50 ft. in size, located at the intersection of the main natural gas pipeline of Pacific Gas Transmission Company with the natural gas distributing pipeline of Cascade Natural Gas Corporation, and situated within a portion of the NW 1/4 NE 1/4 of Sec 12, T 25 S, R 8 E, WM, more particularly described on the attached survey map dated November 4, 1968, prepared by Richard P. Hankins, Registered Land Surveyor.

together with the right of ingress to and egress from any existing roads owned by Owner.

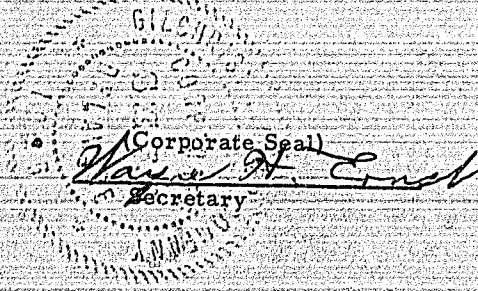
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Pacific, for itself, its successors and assigns, by the acceptance hereof agrees:

1. Said regulating station will be erected at such specific location as is approved on the ground by Owner.
2. Pacific agrees to pay to Owner any damages to other property of Owner arising out of or resulting from the exercise of any right herein granted.
3. Pacific agrees, for itself, its successors and assigns, to protect and save harmless Owner and Owner's property from all claims, actions, suits, liability, loss, expense or damage of every kind or description which may accrue to or be suffered by any person or persons arising out of the ownership, construction or operation of said regulating station or the appurtenances thereto.
4. Pacific agrees to pay any ad valorem taxes or any other assessment which may be levied against the property covered by this easement by reason of the erection or operation of said regulating station.

TO HAVE AND TO HOLD said easement unto Pacific, its successors and assigns, as long as said pipeline of Cascade is in operation, but in no event for a period longer than 25 years from the date hereof.

IN WITNESS WHEREOF, Owner has caused this instrument to be executed by its duly authorized officer, this 30th day of December, 1948.



GILCHRIST TIMBER COMPANY

By Frank H. Gilchrist
President Owner

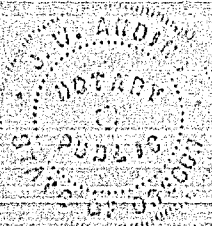
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STATE OF OREGON)
COUNTY OF KLAMATH)

SS

On this 30 day of DECEMBER, 1968, before me,
a notary public in and for said county and state, personally appeared the
within-named FRANK R. GILCHRIST & WAYNE H. ERNST to me know, who being
first duly sworn did say that he, PRESIDENT, is
the SECRETARY of GILCHRIST TIMBER COMPANY, the
corporation hereinbefore named; that the seal affixed to the foregoing
instrument is the corporate seal of said corporation; that said instrument
was signed and sealed in behalf of said corporation by authority of its board
of directors; and said THEY acknowledged the execution
of said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
affixed my official seal, the date first hereinabove written.



J. W. Anderson
Notary Public for Oregon My Commission Expires Aug. 15, 1970
My commission expires:

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NORTH-SOUTH CENTER
SECTION 1

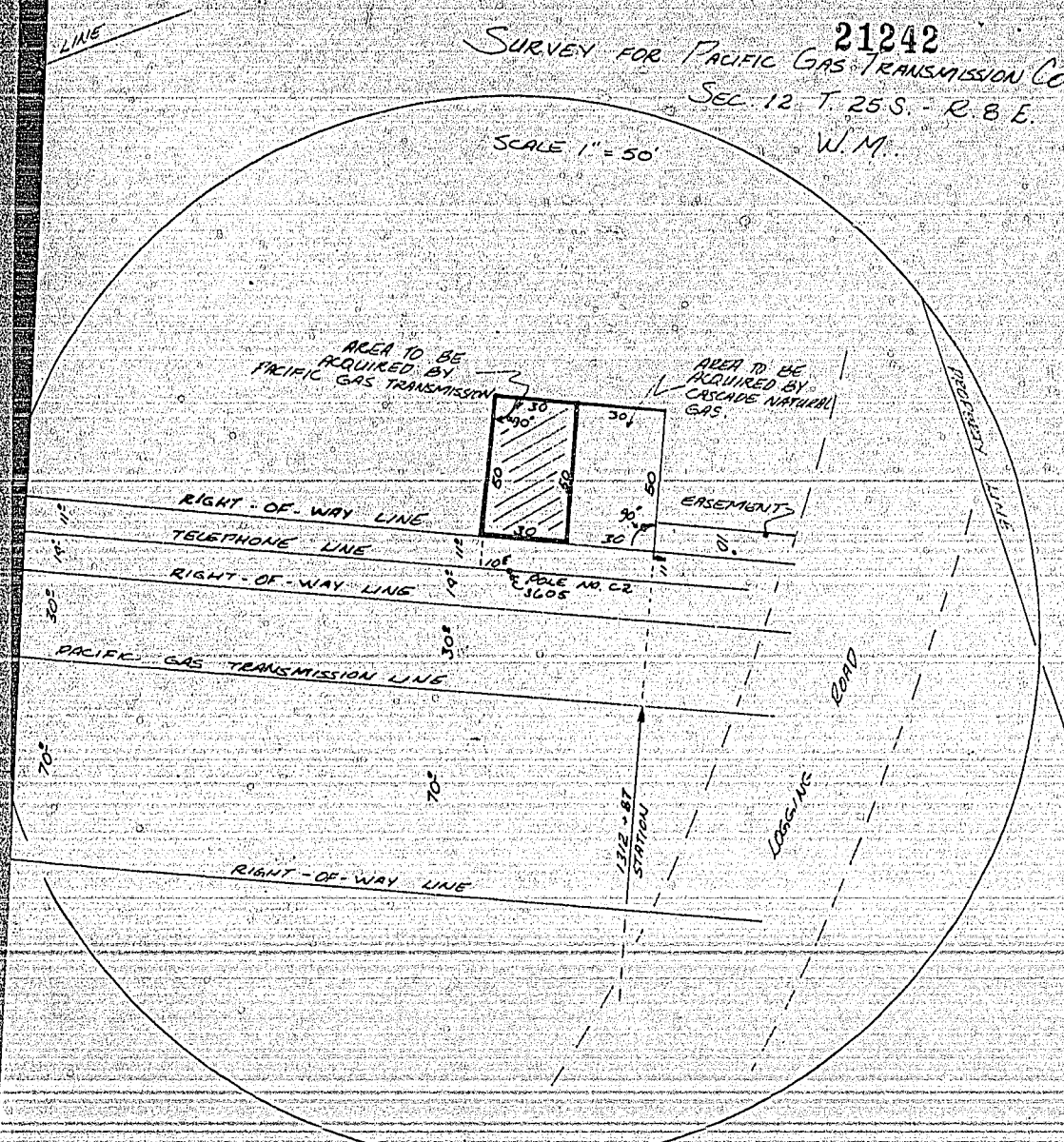
NOTE:
PROPOSED GAS LINE
THROUGH SEC 1 IS
ON U.S. FOREST SERVICE
LAND.

SCALE: 1" = 200
NOVEMBER 4, 1968
BEND, OREGON

REGISTERED
OFFICE
LAND SURVEY

JULY 9, 1965
 RICHARD P. HANKS
 687

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I, RICHARD P. HANKINS, DO HEREBY CERTIFY THAT I AM
 A PROFESSIONAL LAND SURVEYOR EMPLOYED BY PACIFIC GAS
 TRANSMISSION CO., THAT THIS MAP WAS PREPARED UNDER MY
 DIRECTION FROM ACTUAL SURVEYS MADE DURING THE MONTH
 OF OCTOBER, 1968 AND REPRESENTS SO FAR AS SHOWN HERE.
 ON THE LOCATION OF THE PROPOSED GAS LINE & METER SITE.
 ALL BEARINGS ARE BASED ON BEARING OF MAIN GAS LINE.

Richard P. Hankins
 LAND SURVEYOR

SUBSCRIBED AND SWORN TO BEFORE ME THIS 4TH DAY OF November, 1968

Jerald B. Wenzel
 NOTARY PUBLIC

MY COMMISSION EXPIRES DATE 2, 1971

STATE OF OREGON - COUNTY OF CLATSOP;
 Filed for record at request of Pacific Gas Transmission Co.,
 this 31st day of December 1968 at 2:35 o'clock P.M., and
 duly recorded in Vol. M-68, of Deeds on Page 21238
 Fee \$7.50 DON W. ROGERS, County Clerk
 By *Chapman K. Christman*
 Deputy

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