

3003-6963  
AFTER RECORDING, RETURN TO:

FOR RECORDER'S USE ONLY

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VOL. 70 PAGE 10608

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EASEMENT

PACIFIC GAS TRANSMISSION COMPANY, a California corporation, hereinafter called first party, in consideration of value paid by MIDSTATE ELECTRIC COOPERATIVE, INC., a cooperative corporation, hereinafter called second party, the adequacy and receipt whereof are hereby acknowledged, hereby grants to second party the right from time to time to construct, place, inspect, maintain, operate, replace and remove facilities consisting of underground conduits, pipes, wires, cables and other electrical conductors; above ground marker posts, switches, fuses, terminals and transformers with associated concrete pads; and fixtures and appurtenances necessary to any and all thereof, together with a right of way therefor, within the hereinafter described strip of those certain lands which are situate in the County of Klamath, State of Oregon, and described as follows:

The 33.50 acre parcel of land, situate partly in Section 1, Township 29 South, Range 7 East, Willamette Meridian, and partly in Section 6, Township 29 South, Range 8 East, Willamette Meridian, conveyed by John Zbinden to Pacific Gas Transmission Company by deed dated April 19, 1961 and recorded in the office of the County Recorder of said County of Klamath in Book 329 of Deeds at page 129.

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The aforesaid facilities shall be installed within the strip described as 10609 follows:

A strip of land of the uniform width of 10 feet extending easterly and northerly from the westerly boundary line of the 33.50 acre parcel of land conveyed by John Zbinden to Pacific Gas Transmission Company by deed dated April 19, 1961 and recorded in the office of the County Recorder of said County of Klamath in Book 329 of Deeds at page 129 and lying 5 feet on each side of the line which begins at a point in the westerly boundary line of said 33.50 acre parcel of land and runs thence south 85° 51' 10" east, parallel with and distant 5 feet northerly from (measured at a right angle to) the southerly boundary line of said 33.50 acre parcel of land, 655.0 feet; thence north 4° 08' 50" east 325 feet.

First party further grants to second party:

(a) the right to use such portion of said lands adjacent to and alongside said strip as may be reasonably necessary in connection with the installation, repair and replacement of such facilities; provided that such use shall not interfere with second party's operations on said lands;

(b) the right of ingress to and egress from said strip over and across said lands by such practicable route or routes as shall occasion the least damage and inconvenience to first party; provided that second party shall obtain first party's consent to any such route or routes prior to the use thereof; and

(c) the right to mark the location of said strip by suitable markers set in the ground, provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use first party shall make of said strip.

Second party hereby covenants and agrees:

(a) second party shall install said facilities where the same cross under second party's existing gas pipe line so as to maintain a minimum clearance of 24 inches between the bottom of said gas pipe line and the top of said facilities;

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(b) second party shall backfill any trench made by it on said strip and repair any damage it shall do to first party's said lands;

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(c) in the event that said facilities or any portion thereof shall at any time or times interfere with first party's future operations or developments on said lands, then second party shall, upon notification from first party so to do, and at second party's sole risk and expense, relocate, reconstruct or remove said facilities or the portion thereof so interfering, to such location or in such a manner as first party shall specify; and

(d) second party shall indemnify first party, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of person, including, but not limited to, employees of first party or second party, or injury to property, including, but not limited to, property of first party or second party, arising out of or in any way connected with second party's operations hereunder, excepting only such injury or death as may be caused by the sole negligence of first party.

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

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IN WITNESS WHEREOF the parties have executed these presents 10611  
this 26<sup>th</sup> day of October, 1970

MIDSTATE ELECTRIC COOPERATIVE

By C. C. Jewell  
President

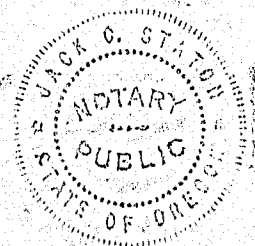
Attest Robert Zitz  
Secretary

CORPORATE ACKNOWLEDGMENT

STATE OF OREGON }  
County of Deschutes } ss.

On this 26 day of October, 1970, before me, a  
Notary Public in and for said County and  
State, personally appeared C. C. Jewell, who, being duly  
sworn, did say that he is the President  
of the corporation that executed  
the foregoing instrument and that the in-  
strument was signed and sealed on behalf  
of said corporation by authority of its  
Board of Directors; and the said C. C. Jewell acknowledged said in-  
strument to be the voluntary act and deed  
of the corporation.

Jack C. Staton  
Notary Public for Oregon  
My Commission Expires: June 9, 1974



PACIFIC GAS TRANSMISSION COMPANY

By H. W. Daniel  
Its Vice President - Operations

Attest Saylor  
Secretary

STATE OF OREGON, }  
County of Klamath } ss.

Filed for record at request of:

PACIFIC GAS TRANSMISSION CO.  
on this 30th day of November A. D., 1970  
at 11:30 o'clock A.M. and duly  
recorded in Vol. M 70 of DEEDS  
Page 10608

WM. D. MILNE, County Clerk

Fee \$6.00 By Hazel Dugan Deputy.