

VOL. M71 PAGE 3247

CNG 317

Line No. _____
R/W No. _____
State _____
County _____
Roads _____
W. O. No. _____

For and in consideration of the sum of Ten (\$10.00) Dollars cash, the receipt of which is hereby acknowledged, and in addition thereto, an aggregate sum equal to One (\$1.00) Dollar per lineal rod of pipeline constructed under the terms hereof, to be paid at the time and in the manner hereinafter set forth, _____

LOWELL A. JENSEN and LELAND C. ERICKSON, an estate in fee simple as Tennants in common.

whose address is

hereinafter referred to as Grantors, (whether one or more), do hereby grant and convey unto CASCADE NATURAL GAS CORPORATION, its successors and assigns, hereinafter referred to as Grantee, the right to select the route for and construct, maintain, inspect, operate, protect, repair, replace, alter and remove a pipeline or pipelines for the transportation of oil, gas and the products thereof, on, over and through the following described lands, of which Grantors warrant that they are the owners in fee simple, situated in the County of

KLAMATH; State of OREGON, to-wit:

- SEE ATTACHED DESCRIPTION -

Section _____, Township _____, Range _____, together with the right of ingress and egress to and from said line or lines, or any of them, for the purposes aforesaid; hereby releasing and waiving, as to Grantee, all rights under and by virtue of the homestead exemption laws of said state.

Grantee agrees that after it has completed its survey of the route for its pipeline and has established the route thereof and before pipeline construction is commenced, it will pay Grantors, in proportion to Grantors' respective interests, a total sum equivalent to One (\$1.00) Dollar per lineal rod of pipeline so surveyed and established.

Grantors shall have the right to use and enjoy the above described premises, except as to the rights herein granted; and Grantors agree not to build, create or construct or to permit to be built, created or constructed any obstruction, building, engineering works, or other structures over or that would interfere with said pipeline or lines or Grantee's rights hereunder. Grantee hereby agrees to pay any damages which may arise to growing crops, pasturage, timber, fences or buildings of said Grantors from the exercise of the rights herein granted; said damages, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one to be appointed by the undersigned Grantors, their successors, heirs or assigns, one to be appointed by the Grantee, its successors or assigns, and the third by the two so appointed, and the written award of such three persons shall be final and conclusive.

Should more than one pipeline be laid under this grant, at any time, an additional consideration, calculated on the same basis per lineal rod as specified above, shall be paid for each such line laid.

It is agreed that the obligation of Grantee to make any payment hereunder shall be satisfied by delivery of such payment to any of the Grantors for the benefit of all Grantors.

Any pipeline constructed by Grantee across lands under cultivation shall, at the time of construction thereof, be buried to such depth as will not interfere with such cultivation.

The Grantee shall have the right to assign this grant in whole or in part including, without limitation, the right of assignment under any presently outstanding or future mortgage or mortgages given to secure any bonds or other bona fide indebtedness of the Grantee.

It is agreed that this grant covers all the agreements between the parties hereto and that no representations or statements, verbal or written, have been made, modifying or adding to or changing the terms of this agreement.

The terms, conditions and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

TO HAVE AND TO HOLD said right-of-way and easement unto said Grantee, its successors and assigns until such first pipeline be constructed and so long thereafter as a pipeline is maintained thereon.

IN WITNESS whereof the Grantors herein have executed this conveyance this 9th day of April 19 71

WITNESSES:

Lawrence Jensen (Seal)

~~James C. Gibson~~ (Seal)
~~James C. Gibson~~ (Seal)

1 Seat

150ft

3248

STATE OF OREGON
COUNTY OF Deschutes } ss. SINGLE ACKNOWLEDGMENT

On this day personally appeared before me LOWELL A. JENSEN and LELAND C. ERICKSON
executed the within and foregoing instrument, and duly acknowledged to me that they executed and signed the same
as their free and voluntary act and deed, for the uses and purposes therein expressed.

GIVEN under my hand and official seal this 9th day of April 19 71
W. C. Louch
Notary Public in and for the State of Oregon
My Commission expires Jan. 2, 1974
at Bend, OR 97701 residing

LOWELL A. JENSEN and LELAND C. ERICKSON,
an estate in Fee Simple as tenants in common.

DESCRIPTION:

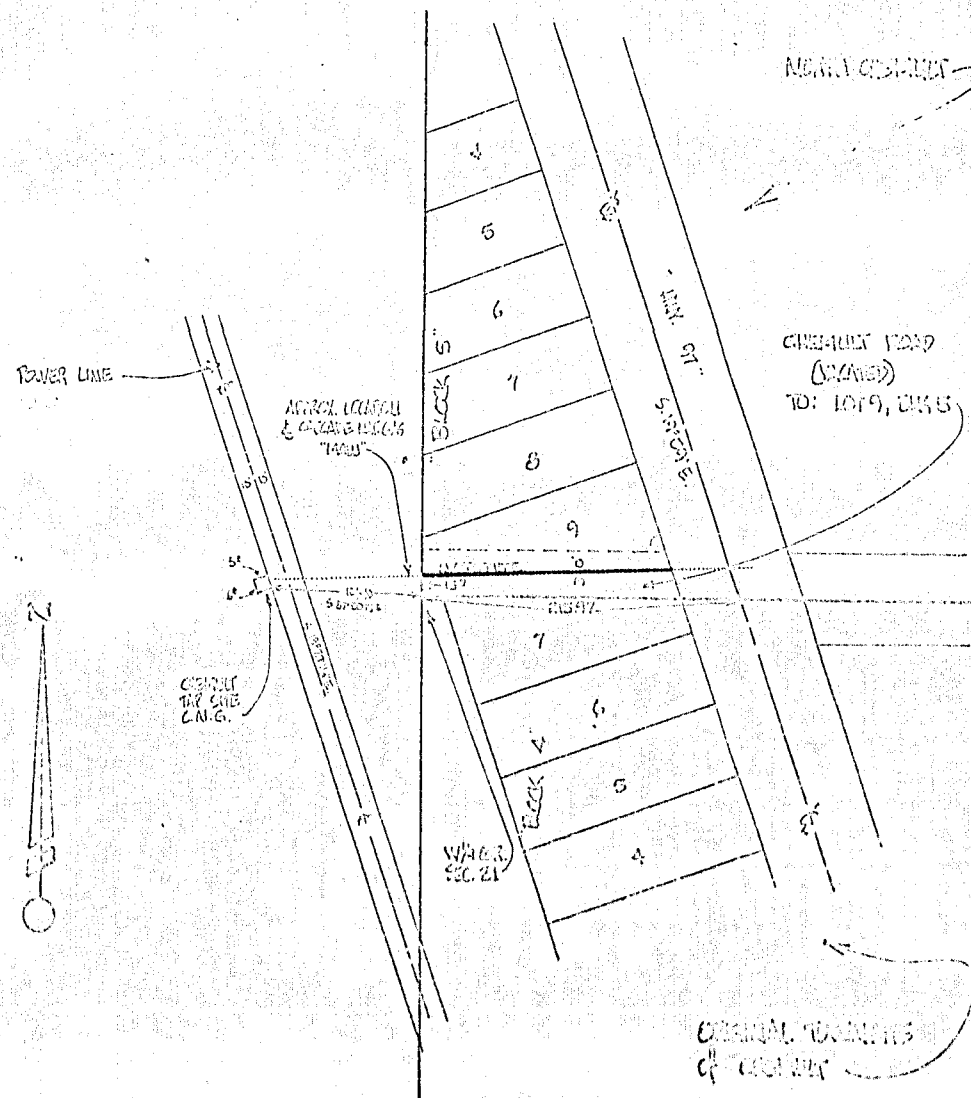
Lot 9, Block 5 of North Chemult, according to the official plat on file
in the office of the County Clerk of Klamath County July 25, 1929,
Volume 6, Page 9. Together with the Chemult Road adjoining said Lot 9
on the South which was vacated August 3, 1966.

Said easement will be 5 feet wide, 2.5 feet on and along the North and
South side of the following centerline description.

Beginning at the Southwest corner of Chemult Road; thence North 15 feet
to the true point of beginning; thence North 88° 09' 15" East to the
West Right of Way line of Oregon State Highway No. 97, Chemult, Oregon.

3249

Survey for:
CASCADIA NATURAL GAS CO.
SEC. 21, T. 27 S., R. 56 E., W. 4 N.



I, GEORGE L. COOK, do hereby certify
that I have this day made a survey
of the above described CASCADIA NATURAL GAS
WATER, located in lot 9, block 5,
north cherry, Klamath County,
Oregon.

STATE OF OREGON, } ss.
County of Klamath }
Filed for record at request of:
Cascadia Natural Gas Corp.
on this 15th day of April A. D. 19 71
at 1:44 o'clock P. M. and duly
recorded in Vol. M71 of Deeds
Page 3247
WM. D. MILNE, County Clerk
By Cynthia Campbell Deputy.
Fee \$4.50

RECORDED
COUNTY OF KLAMATH
JUN 1 1971

To Have
And safe
grantor is law

grantor will warrant
ful claims and demands
The true and
However, the actual
part of the
the whole consideration
In construing this
WITNESS grantor