

## EXCLUSIVE EASEMENT

GILCHRIST TIMBER COMPANY, a corporation

APR 20 9 13 AM 1972

hereinafter called first party, in consideration of value paid by PACIFIC GAS TRANSMISSION COMPANY, a California corporation, hereinafter called second party, the adequacy and receipt whereof are hereby acknowledged, hereby grants to second party the exclusive right to use, occupy, and enclose with a fence, for the purposes of installing, maintaining and operating second party's aboveground appurtenances to its pipeline, a parcel of land located within those certain lands more particularly described in that certain Right of Way Agreement between first and second parties, dated July 5, 1960 and recorded August 29, 1960 in the official records of the County of Deschutes, State of Oregon in Volume 323 at page 601.

It is agreed between the parties that said parcel shall be located entirely within the strip of land described in said Right of Way Agreement and approximately as set forth by Drawing No. 600-E-RW-1024 attached hereto and made a part hereof by reference.

First party further grants to second party:

(a) the right of ingress to and egress from said parcel over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such practicable route or routes as shall occasion the least damage and inconvenience to first party;

(b) the right from time to time to trim and to cut down and to clear away any and all trees and brush now or hereafter on said parcel and to trim and to cut down and to clear away any trees on any side of said parcel which now or hereafter in the opinion of second party may be a hazard to second party's facilities or may interfere with the exercise of second party's rights hereunder.

Second party hereby covenants and agrees:

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(a) second party shall pay first party the reasonable amount of actual damages to crops, timber, livestock, fences, buildings, private roads, and other improvements caused by it on said lands in the construction or reconstruction of the above-ground appurtenances to its pipeline or in the exercise of the right of ingress or egress.

(b) second party shall indemnify first party against any loss or damage which shall be caused by any wrongful or negligent act or omission of second party or of its agents or employees in the course of their employment.

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

IN WITNESS WHEREOF the parties have executed these presents this

5<sup>th</sup> day of April, 1972.

Executed in the presence of:

J. F. Taylor  
Witness

Gilchrist Timber Company  
Frank H. Gilchrist  
President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Secretary

By J. F. Taylor  
J. F. Taylor  
Secretary

PACIFIC GAS TRANSMISSION COMPANY  
By H. A. Danielson  
H. A. Danielson  
Vice President-Operations

PERSONAL ACKNOWLEDGMENT

For Recorder's Use Only

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
before me, the undersigned Notary Public,  
personally appeared \_\_\_\_\_

known to me to be the person whose name is  
subscribed to the foregoing document, and  
acknowledged to me that he executed the same.

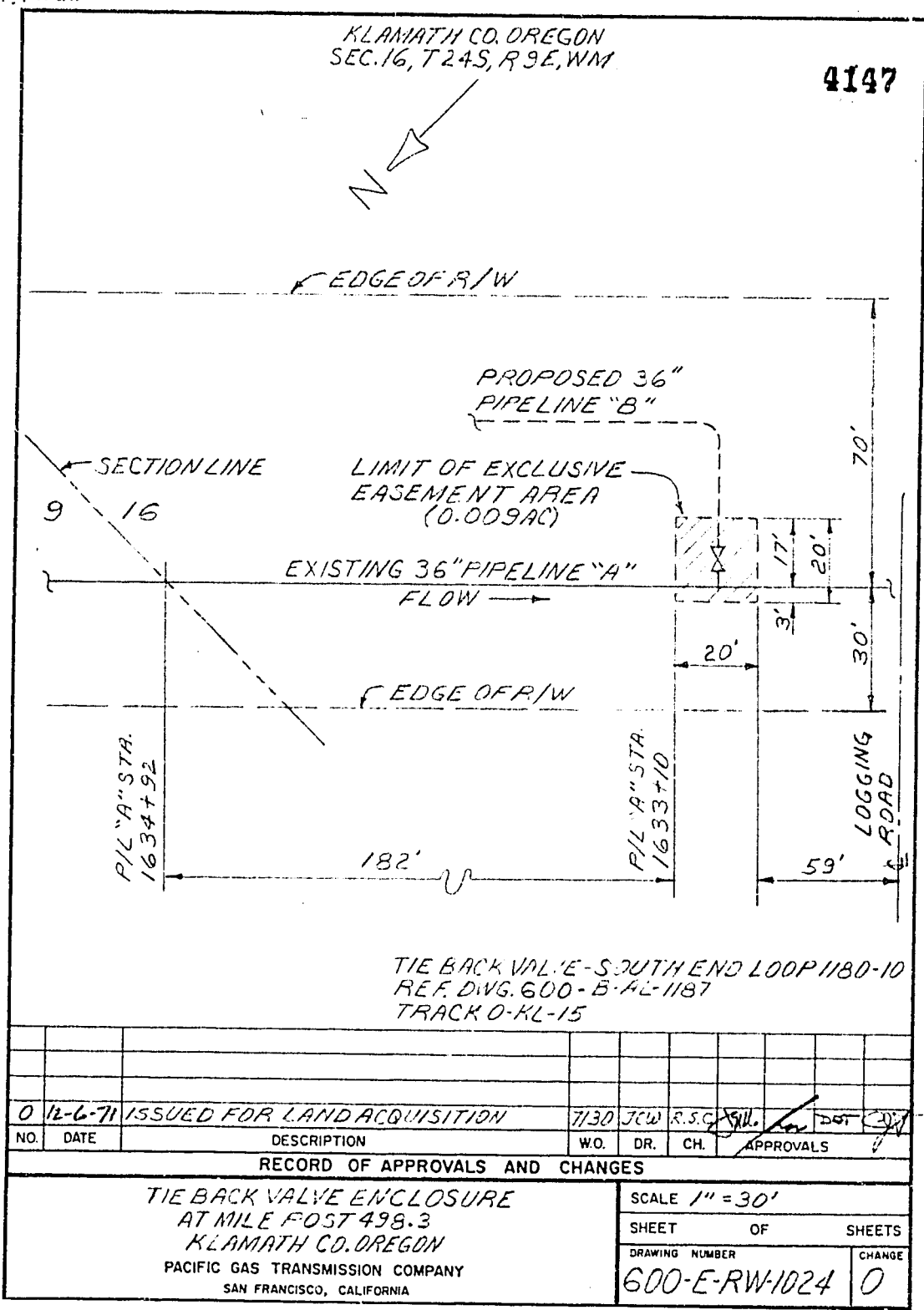
IN WITNESS WHEREOF, I have hereunto set  
my hand and affixed my official seal the day  
and year first above written.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Comm. Expires: \_\_\_\_\_

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Heidi R. Carr  
Notary Public in and for the State of ORE.  
residing at GELMIST, OR.





STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of PACIFIC GAS TRANSMISSION CO

this 20th day of APRIL A. D., 1972 at 9:19 o'clock A.M., and duly recorded in

Vol. M 72 of DEEDS on Page 4144

FEE \$8.00

WM. D. MILNE, County Clerk

By *[Signature]*