

RIGHT OF WAY AGREEMENT

ELIZABETH E. ROBERTSON,

hereinafter called the 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 right to excavate for, install, replace, maintain, use, and remove such pipeline or lines of any size as second party shall from time to time elect for conveying natural and artificial gas and other gaseous or liquid hydrocarbons and any products or by-products hereof, with necessary valves and other appliances and fittings, and devices for controlling electrolysis in connection with said pipelines, together with adequate protection therefor, and also a Right-of-Way within the hereinafter described certain lands which are situated in the ~~XXXXXXXXXXXXXXXXXX~~, County of Klamath, State of Oregon, and described as follows, to wit:

A portion of the Southeast Quarter of the Southwest Quarter of Section 33, Township 39 South, Range 11 East Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Commencing at the South Quarter Corner of Section 33, Township 39 South, Range 11 East W.M., said corner being marked with a brass cap; thence N. 89° 58'19"W, along the Southerly boundary of said Section 33, a distance of 1273.65 feet to the true point of beginning; thence N. 15° 48'54"W, a distance of 39.95 feet to the beginning of a curve to the Left with a central angle of 13° 48'12", a radius of 322.66 feet, a tangent of 39.06 feet and an arc distance of 77.73 feet, the end of said curve being on the Westerly boundary of the Southeast Quarter of the Southwest Quarter of said Section 33; thence, from the end of the curve, South, along the Westerly boundary of said parcel, a distance of 109.93 feet to the computed Southwest Corner of said parcel; thence S. 89° 58'19"E, along the Southerly boundary of said Section 33, a distance of 40.83 feet to the point of beginning.

The above described parcel contains 0.06 acres, more or less.

First party further grants to second party:

- (a) the right to use such portion of said lands adjacent to and along said Right-of-Way as may be reasonably necessary in connection with the installation, repair and replacement of such pipeline or lines;
- (b) the right of ingress to and egress from said Right-of-Way 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;
- (c) 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 Right-of-Way and to trim and to cut down and to clear away any trees on either side of said strip 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;
- (d) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross said Right-of-Way;
- (e) the right to mark the location of said Right-of-Way by suitable markers set in the ground, provided that said markers shall be placed at fence lines or other locations which will not interfere with any reasonable use first party shall make of said Right-of-Way.

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Second party hereby covenants and agrees:

(a) second party shall pay to first party the sum of \$100.00 as full consideration for said Right-of-Way; provided, however, that the obligation of second party to make any payment hereunder shall be satisfied by tender of such payment to any of the first parties for the benefit of all first parties;

(b) 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 pipeline or lines or in the exercise of the right of ingress or egress;

(c) second party shall bury its pipe to a sufficient depth at time of construction so as not to interfere with first party's cultivation of the soil at said time;

(d) second party shall promptly backfill any trench made by it on said Right-of-Way and if said lands shall then be cultivated, second party shall restore the surface of the ground, so far as is practicable, to its condition prior to second party's trenching operations;

(e) 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.

First party reserves the right to use said Right-of-Way for purposes which will not interfere with second party's full enjoyment of the rights hereby granted, provided that first party shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction on said strip, or diminish or substantially add to the ground cover over said pipelines.

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

30 day of April, 1980.

Executed in the presence of [Signature]

ELIZABETH E. ROBERTSON

By Elizabeth E. Robertson
MERRIL L. CARR Grantor

Attorney in Fact
by Merrill L. Carr atty in fact

PACIFIC GAS TRANSMISSION COMPANY

By [Signature]
J. W. Adamson
Vice President-Operations

8821

STATE OF OREGON

County of Klamath

BE IT REMEMBERED, That on this,
the 30 day of April, 1980 before me a Notary Public
in and for said county and state, personally appeared Merrill L. Carr,
Attorney in fact for Elizabeth E. Robertson, known to me to be the
identical person described in and who executed the foregoing and
acknowledged to me that he executed the same freely and voluntarily
and for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal on this, the day and
year last hereinabove written.

Robert D. Brown

Notary Public for Oregon

My commission expires 10/4/80

(Seal)

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Pacific Gas Transmission Co.
this 13th day of May A. D. 1980 at 4:28 o'clock P.M., duly
recorded in Vol. M80, of Deeds on Page 8819

Wm D. MILNE, County Clerk

By *Bernetha Hellock*

Fee \$10.50



Pacific Gas
Transmission Company

P.O. Box 4389 - Sta. B Spokane, Wash. 99202