

3082

RIGHT OF WAY AGREEMENT

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CROWN ZELLERBACH CORPORATION, a Nevada corporation, hereinafter called first party, in consideration of \$500 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 devices for controlling electrolysis of second party's pipelines, and also a right of way within the hereinafter described lands which are situated in the County of Klamath, State of Oregon, and described as follows:

A strip of land 10 feet in width and approximately 500 feet long in which to bury an A.C. line; a second strip of land 10 feet in width and approximately 530 feet in length in which to bury a cable; a well 12 inches in diameter and approximately 230 feet deep and a structure to mount a meter, rectifier, and junction box. These improvements located in NW $\frac{1}{4}$ SE $\frac{1}{4}$  Section 23, T31S, R7E, W.M., as delineated in the attached map.

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 devices for controlling electrolysis;
- (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 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;

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Second party hereby covenants and agrees:

14258

(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 devices for controlling electrolysis 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;

(c) should the second party abandon any portion of the granted right of way area, then the rights given herein shall no longer apply to that portion so abandoned and the second party shall release its interest therein by appropriate quitclaim deed. Should it appear to the first party that the such abandonment has occurred, and the first party so notifies the second party in writing, and the second party does not reaffirm future plans for the right of way within 60 days, then abandonment shall be final and said quitclaim deed shall be delivered.

(d) first party agrees to bury all appurtenant devices and lines not less than a depth of three (3) feet below the natural surface of the ground along the granted right of way;

(e) second party agrees to install suitable surface monuments and references to properly identify all necessary locations (angle points in the line, valves, devices and/or wells) not less than each two hundred (200) linear feet along the granted right of way stating "Buried Cable" or other suitable warning, and submit an "as-built" plat thereof to the first party;

(f) second party agrees to save and hold harmless the first party, its agents, employees and representatives, from any and all damages of any kind or nature arising or growing out of the granting of this right of way, the exercise by the second party of the rights hereunder and/or the nonperformance or malperformance by the second party of the terms hereof, the second party assumes all risks incident to the granting of the right of way or the exercise of the rights granted hereunder,

excepting any damages of any kind or nature that may be caused by the sole negligence or wilfull misconduct of the first party, its agents, employees or representatives.

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 right of way, or diminish or substantially add to the ground cover over said devices for controlling electrolysis.

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  
July day of 13th, 1981.

PACIFIC GAS TRANSMISSION COMPANY

By *J. W. Adamson*  
J. W. Adamson  
Vice President-Operations

Attest *Secretary*  
Secretary

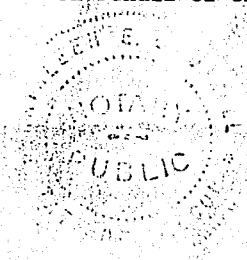
CROWN ZELLERBACH CORPORATION

By *R. L. Carlson*  
R. L. Carlson, Vice President  
Northwest Timber Division

Attest *W. B. Freck*  
W. B. Freck  
Assistant Secretary

STATE OF OREGON       )  
                                  ) ss.  
County of Multnomah )

The foregoing instrument was acknowledged before me this 13th day of July, 1981, by R. L. Carlson, Vice President, and W. B. Freck, Assistant Secretary, of CROWN ZELLERBACH CORPORATION, a Nevada corporation, on behalf of the corporation.



*Kathleen E. O'Donnell*  
Notary Public in and for the State  
of Oregon  
My commission expires 11/6/83

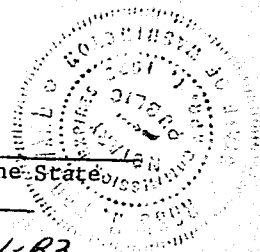
14260

STATE OF WASHINGTON )  
County of Spokane )

The foregoing instrument was acknowledged before me this 17th  
day of July, 1981, by J. W. Adamsen, Vice President-Operations, and  
J. F. Tayler, the secretary

of PACIFIC GAS TRANSMISSION COMPANY, a California corporation, on behalf of the  
corporation.

Don Woodward  
Notary Public in and for the State  
of Spokane  
My commission expires 4-1-83



4 - RIGHT OF WAY AGREEMENT  
9-81-045



Pacific Gas  
Transmission Company

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

Sid Ruffcorn

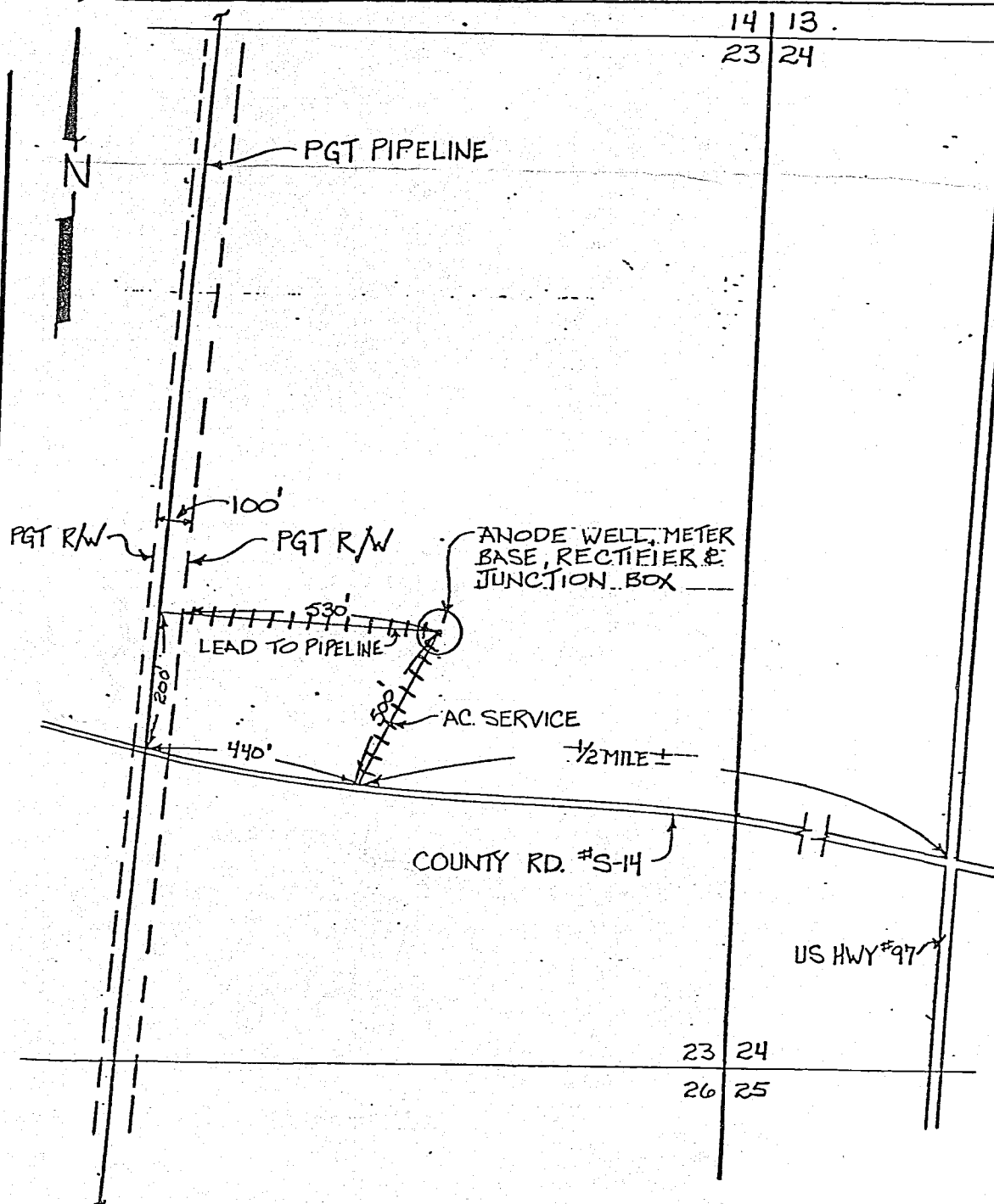
CrownZellerbach  
Northwest Timber Division

T-65 REV/ 6/73  
(POLICY #32)

☐ LOGGING CONTRACT ☐ CONSTRUCTION CONTRACT ☐ ROAD USE AGREEMENT  
☐ TIMBER PURCHASE AGREEMENT ☒ EASEMENT - R/W AGREEMENT  
☐ OTHER (SPECIFY) \_\_\_\_\_

14261

TWP 31S RANGE 7E SEC 23 FILE Pacific Gas Transmission  
MANAGED FOREST Clockomas SCALE 1" = 300' Approx. BY K.R.T.  
COUNTY Klamath STATE Oregon DATE June 15, 1981 APPROVED Jd.



NW 1/4, SEC. 23, T31S, R7E, WM.  
KLAMATH COUNTY OREGON

+++++ Denotes 10' wide easement

PGT PARCEL # O-KL-4C

State of OREGON: COUNTY OF KLAMATH: ss.  
I hereby certify that the within instrument was received and filed for record on the  
11th day of August A.D., 1981 at 3:22 o'clock P.M., and duly recorded in  
Vol. M81 - Deeds on page 14257.  
EVELYN BIEHN  
COUNTY CLERK

Ryden and Ryden  
deputy

Fee \$ 17.50

SAND CREEK C.P. STATION

PACIFIC GAS TRANSMISSION COMPANY

SHEET 4 OF 4 SHEET  
DRAWING NUMBER \_\_\_\_\_ CHART \_\_\_\_\_