

SINGLE ACKNOWLEDGMENT

State OREGON  
County Klamath  
E. R. No. 1070-161-09026K-41669  
**RIGHT OF WAY CONTRACT**

For and in consideration of the sum of Ten (\$10.00) Dollars cash, the receipt of which is hereby acknowledged, to be paid at the time and in the manner hereinafter set forth, KENNETH A. MCKENZIE and  
DESSIE E. MCKENZIE, an estate in fee simple as tenants by the  
entirety

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 Cathodic ground bed, for Cathodic Protection purposes and services reasonably necessary in the opinion of the Grantee to use in conjunction with the Grantees Cathodic Protection system, 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:

**PROPERTY DESCRIPTION:**

Out Lot 22, Original Town of Crescent, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

**EASEMENT LOCATION:**

The Southeasterly 10 feet of the above described property.

Section 30, Township 24, Range 9, together with the right of ingress and egress to and from said Cathodic Protection system 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.

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 ground bed 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.

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 ground bed 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 ground bed be constructed and so long thereafter as a ground bed is maintained thereon.

IN WITNESS whereof the Grantors herein have executed this conveyance this 25<sup>th</sup> day of September, 19 89.

Kenneth A. McKenzie  
KENNETH A. MCKENZIE

Dessie E. McKenzie  
DESSIE E. MCKENZIE

SINGLE ACKNOWLEDGMENT

18728

STATE OF OREGON }  
COUNTY OF CLATSOP } ss.

On this day personally appeared before me

known to me to be the person described in and who executed the within and foregoing instrument, and duly acknowledged to me that he executed and signed the same as his free and voluntary act and deed, for the uses and purposes therein expressed.

GIVEN under my hand and official seal this 10th day of October, 1988

Notary Public in and for the State of

My Commission expires

1990

at

residing

JOINT ACKNOWLEDGMENT

STATE OF OREGON }  
COUNTY OF KLAMATH } ss.

On this day personally appeared before me KENNETH A. MCKENZIE

and JESSIE E. MCKENZIE his wife, known to me to be the persons described in and who 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 25th day of September, 1989

Orville Raymond Ueland  
Notary Public in and for the State of

My Commission expires

1-22

1990

OREGON

residing

at Bend ON

RIGHT OF WAY CONTRACT

FROM

TO

CASCADE NATURAL GAS CORPORATION

STATE OF Oregon

COUNTY OF Klamath

I hereby certify that the within instrument was filed for record on the 4th day of Oct, 1989

at 12:39 o'clock P.M., and was duly recorded in

Volume M89 of Deeds

at Page 18728 and examined.

Evelyn Biehn, County Clerk

By Carlene Mullendore Deputy

(Title)

Fee \$13.00

Return To:

CASCADE NATURAL GAS CORP.

P.O. Box 24464

Seattle, Washington 98124

Attn: James Swan

JOINT ACKNOWLEDGMENT

STATE OF OREGON }  
COUNTY OF CLATSOP } ss.

On this day personally appeared before me

and his wife, known to me to be the persons described in and who 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 10th day of October, 1988

Notary Public in and for the State of

My Commission expires

1990

at

residing