

39439

RIGHT OF WAY AGREEMENT

EDWIN J. STASTNY JR. and DIANA F. STASTNY

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 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 thereof, with necessary valves and other appliances and fittings, and devices for controlling electrolysis in connection with said pipelines, and such underground wires, cable conduits, and other electrical conductors, appliances, fixtures, and appurtenances as second party shall from time to time elect for communication purposes, together with adequate protection therefor, within those certain lands which are situated in the County of Klamath, State of Oregon, and described as follows, to wit:

A tract of land located in the Northeast Quarter of the Southeast Quarter and that part of the Northwest Quarter of the Southeast Quarter lying Northerly and Easterly of the Old Dalles-California Highway in Section 24, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon being more particularly described as follows,

Commencing at the Southeast Section Corner of Section 24, Township 41 South, Range 12 East, W.M., Klamath County, Oregon; thence N 88° 57' 12" W, along the South Line of said Section 24, a distance of 2480.39 feet to the TRUE POINT BEGINNING for this description; thence N 13° 48' 19" W, parallel with and 30.00 feet distance Westerly from an existing Pacific Gas Transmission pipeline, a distance of 118.43 feet; thence continue parallel with said existing pipeline N 24° 53' 56" W, a distance of 103.94 feet; thence leave said line parallel with said existing pipeline, and run thence S 13° 48' 19" E, a distance of 215.13 feet to the South Line of said Section 24; thence S 88° 57' 12" E, along said South Line, a distance of 20.69 feet to the point of beginning.

First party further grants to second party:

- (a) the right to use such portion of said lands adjacent to and along said strip as may be reasonably necessary in connection with the installation, repair and replacement of such pipeline or lines, or any other facilities;
- (b) the right of ingress to and egress from said strip 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 strip 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 strip;
- (e) the right to mark the location of said strip 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 strip.

2/16/20
S.M.

Second party hereby covenants and agrees:

(a) second party shall pay to first party prior to the construction of the initial pipeline the sum of \$ 300.00 per acre of said lands contained within said strip; 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 promptly backfill any trench made by it on said strip and second party shall restore the surface of the ground, so far as is practicable, to its condition prior to second party's trenching operations;

First party reserves the right to use said strip 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 13th day of December, 19 91.

Executed in the presence of:

Walter B. Kneeling
Witness

Vaclav Kalina
Witness

Edwin J. Stastny, Jr.
Edwin J. Stastny, Jr.

Diana F. Stastny
Diana F. Stastny

PAFICIC GAS TRANSMISSION COMPANY

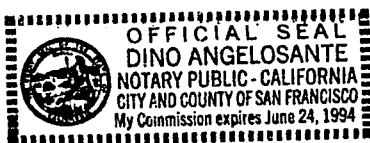
By Robert A. Doyle

For Recorder's Use Only

NOTARY PUBLIC
STATE OF OREGON
For Notary's Use Only
Vaclav Kalina
My commission expires June 1, 1994

State of California)
) ss.
 County of San Francisco)

The foregoing instrument was acknowledged before me this 19th day of December, 1991 by Linda A. Nagle to be known to be the Acting Land Manager of PACIFIC GAS TRANSMISSION COMPANY, a California corporation, on behalf of the corporation.



Dino Angelosante
 Notary Public in and for the

State of California

My commission expires June 24, 1994

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Pacific Gas Transmission the 6th day
 of Jan. A.D., 19 92 at 9:36 o'clock AM., and duly recorded in Vol. M92,
 of Deeds on Page 216.
 Evelyn Biehn County Clerk
 By Pauline M. Biehn

FEE \$18.00
 cc 2.00

Return: Pipeline Expansion Project
 Land Dept.
 P.O. Box 5606
 Bend, Or. 97708