

RIGHT OF WAY AGREEMENT

Louis J. and Linda Arata
Route 1, Box 800
Bonanza, Oregon 97623

herein-after called first party, in a consideration of the sum of \$500.00 Dollars 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 and its above-ground appurtenances 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:

See Exhibit "A" attached hereto and made a part hereof by this reference.

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;

SECOND PARTY HEREBY COVENANTS AND AGREES:

(a) Second party shall pay first party the reasonable amount of actual damages to crops, timber, livestock, fences, building, 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 such abandonment has occurred, and the first party so notifies the second party in writing, and the

Attn: Pacific Gas Transmission
Bill Hogan
P.O. Box 1029
Klamath Falls, Or. 97601

27.62h

second party does not reaffirm future plans for the right-of-way within sixty (60) days, then abandonment shall be final and said quitclaim deed shall be delivered;

(d) 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 willful mis-representatives;

(e) Second party agrees to obtain all necessary permits (surface use, drilling, water rights or others), if any may be required for the proposed use and activity.

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 right 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 lands.

IN WITNESS WHEREOF the parties have executed these presents this 5TH day of Nov., 19 94.

Wm. A. Hogan
WITNESS

x Louis Arata

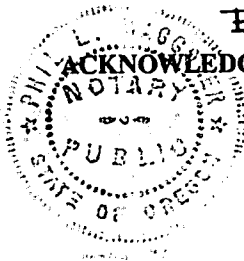
by _____

x Linda S. Arata

attest [Signature]

attest _____

Expires 2-27-94



ACKNOWLEDGEMENT

STATE OF OREGON
COUNTY OF KLAMATH

Personally appeared the above named William A. Hogan and Louis Arata and Linda S. Arata, and acknowledged the foregoing instrument to be their voluntary act and deed.

EXHIBIT "A"

PROPERTY DESCRIPTION

PARCEL A

That certain real property situate and being a portion of the Northeast one quarter of section 6, Township 39 South, Range 11 East, Willamette Meridian, Clatsop County, State of Oregon, and being more particularly described as follows:

BEGINNING at a point on the Northerly Right of Way line of State Highway 70 also known as Dairy-Bonanza Highway, said point being 755.2 feet more or less Southeasterly of Haskin Road, also being 30.00 feet Northeasterly of Engineers centerline Station 120+04.8; Thence North $33^{\circ}05'22''$ East, 40.00 feet; Thence South $56^{\circ}54'38''$ East, 40.00 feet; Thence South $33^{\circ}05'22''$ West, 40.00 feet to said Northerly Right of Way line; Thence North $56^{\circ}54'38''$ West along said line, 40.00 feet to the POINT OF BEGINNING.

The above described property contains 0.04 acres more or less and the Basis of Bearings being the centerline of State Highway 70 (e.g. North $56^{\circ}54'38''$ West).

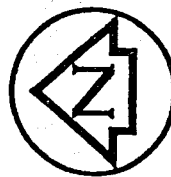
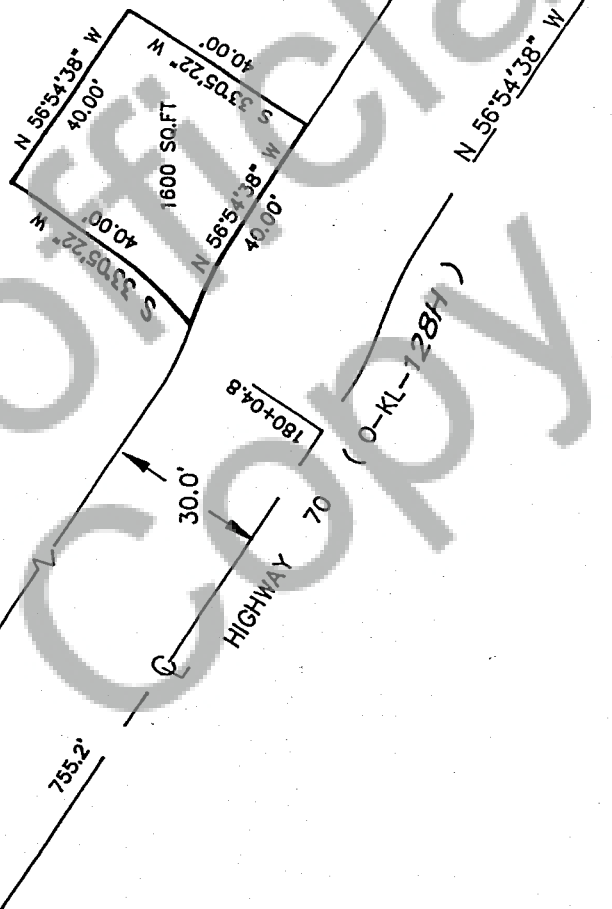
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Larry D. Schlumpberger

OREGON
JULY 26, 1988
LARRY D. SCHLUMBERGER
2369

EXHIBIT "A"

PORTION OF THE NE 1/4 SECTION 6
TOWNSHIP 39 SOUTH, RANGE 11 EAST
W.M., KLAMATH COUNTY, STATE OF OREGON



FORESIGHT SURVEYING

F S

YREKA, CA.

SCALE 1"=30'

PGT/PGE PIPELINE EXPANSION PROJECT

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of PGT the 5th day
of Nov. A.D., 19 92 at 2:27 o'clock P M., and duly recorded in Vol. M92
of Deeds on Page 26164.

FEE \$25.00

Evelyn Biehn -County Clerk

By Douglas Mullins