

RIGHT OF WAY AGREEMENT

BILLY BOB CORDES AND ARDITH ANN CORDES
herein-after called first party, in a consideration of the sum of \$1,000.00
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

Return: PGT-PG&E Pipeline
P.O. Box 5606
Bend, Or. 97708
Attn: Land Dept.--Kirk Van Heusen

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 30th day of November, 1997.

Billy B. Cordis

Ardith Ann Cordis

by _____

by _____

attest Mary E. Cordis

attest Mary E. Cordis

ACKNOWLEDGEMENT

27702

EXHIBIT "A"

PROPERTY DESCRIPTION

PARCEL A

That certain real property situate and being a portion of the Northwest one quarter of Section 6, Township 35 South, Range 9 East, Willamette Meridan, Klamath County, State of Oregon, and being more particularly described as follows:

BEGINNING at a point 26.00 feet Northeasterly of the center line of Lone Pine Road, County Road Number 852, from which the Northwest corner of the South one half of the Northwest one quarter of said section 6, bears North 73°45'29" West, 1353.84 feet; Thence North 56°45'17" East, 60.00 feet; Thence South 33°14'43" East, 40.00 feet; Thence South 56°45'17" West, 31.34 feet to the beginning of a tangent curve concave Northeasterly and having a radius of 30.00 feet; Thence along said curve through a central angle of 100°27'42", a distance of 52.60 feet to a point; Thence North 22°47'01" West, 4.63 feet to the POINT OF BEGINNING.

The above described property contains 0.05 acres more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 26, 1988
LARRY D. SCHLUMBERGER
2369

SUBSCRIBING-WITNESS ACKNOWLEDGMENT ("WITNESS JURAT")

State of California

County of Los Angeles

SS.

On this the 3 day of November, 19 92, before me, the undersigned Notary Public, personally appeared Thomas Evatt (name of subscribing witness),

☒ personally known to me

☐ proved to me on the oath/affirmation of _____ (name of credible witness who identifies subscribing witness), a credible witness whom I know personally,

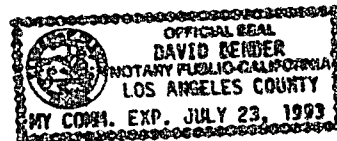
to be the person whose name is subscribed to the within instrument as a witness thereto, who, being by me duly sworn, deposes and says that he (he/she) was present and saw

Billy B. Cordes & Ardith Ann Cordes (name of principal signer not appearing before

Notary), the same person described in and whose name is subscribed to the within and annexed instrument as a party thereto, execute the same, and that said affiant subscribed his (his/her)

name to the within instrument as a witness at the request of Billy B. Cordes & Ardith Ann Cordes (name of principal signer again)

(Notary's signature)



ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

Title or Type of Document Right-of-Way Agreement

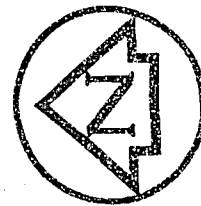
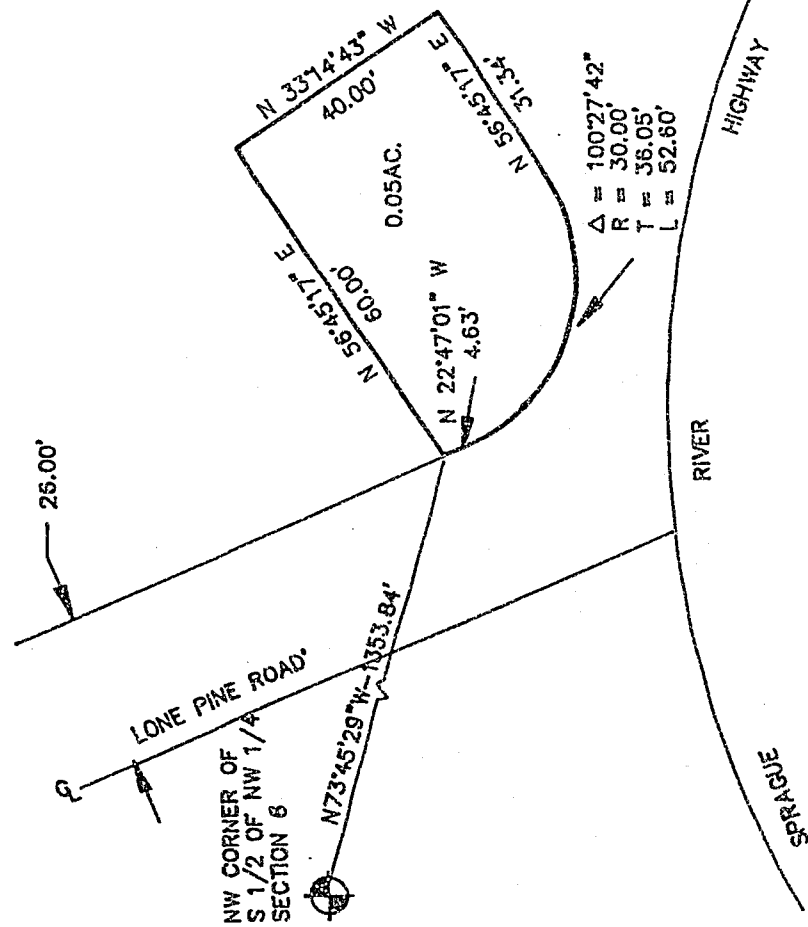
Number of Pages 5 Date of Document 11/3/92

Signer(s) Other Than Named Above _____

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

EXHIBIT "A"

PORTION OF THE NW 1/4 SECTION 6
TOWNSHIP 35 SOUTH, RANGE 9 EAST
W.M., KLAMATH COUNTY, STATE OF OREGON



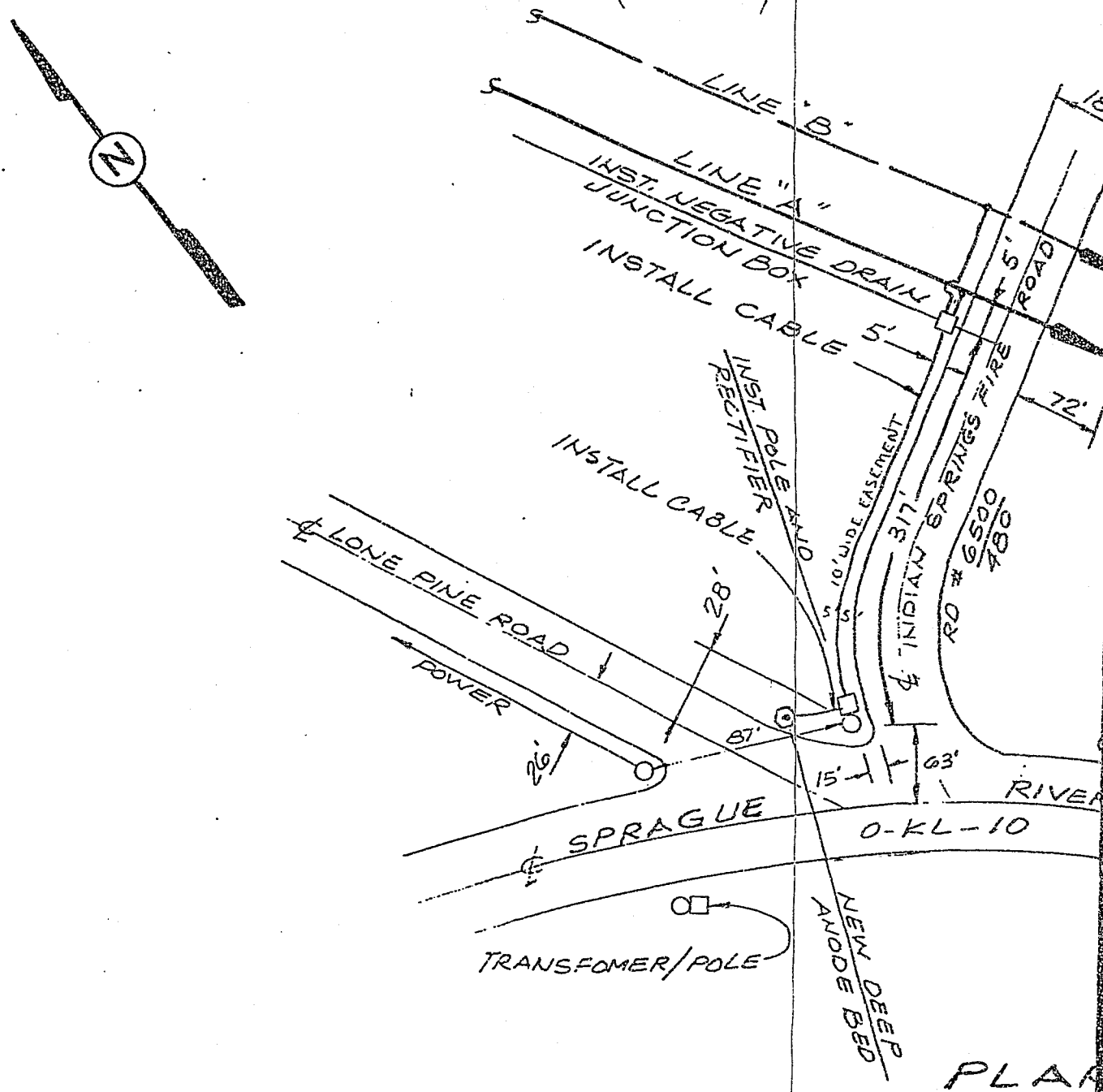
FORESIGHT SURVEYING
F/S
YREKA, CA

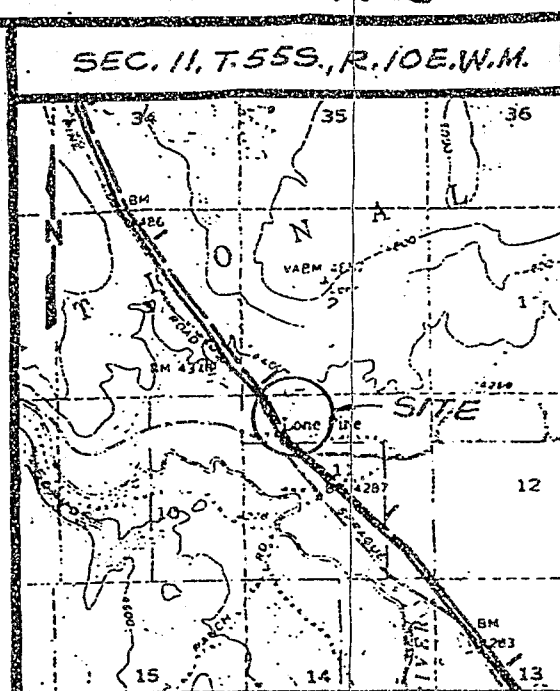
SCALE 1" = 30'

PCT/PCE PIPELINE EXPANSION PROJECT

277703

EXHIBIT "A" (3 of 3)

[illegible]



VICINITY MAP
SCALE: 1" = 1 MILE

(PROPOSED GAS LINE)

E.T.S. MP. 570.4 ³/₂

(EXIST. GAS LINE)

HIGHWAY

REF. DWG. # 700-B-CP-6

PIPELINE - PLAN
CATHODIC PROTECTION - MP 570.0³
SPRAGUE RIVER CP STATION (per J. Ballew)

KLAMATH COUNTY, OREGON

PACIFIC GAS TRANSMISSION COMPANY
SAN FRANCISCO, CALIFORNIA

| | | |
|------------------|--------|----------|
| SCALE | none | |
| BILL OF MATERIAL | | |
| SUPERSEDES | | |
| SHEET | 1 OF | 1 SHEETS |
| DRAWING NUMBER | CHANGE | |
| 700-0-CR-9 | | B |

700-0-GR-9- B.

700-0-GR-9- B.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of PGT the 23rd day
of Nov. A.D., 19 92 at 9:28 o'clock A M., and duly recorded in Vol. M92,
of Deeds on Page 27700.

FEE \$35.00

Evelyn Biehn County Clerk

By James M. McInerney