

EXCLUSIVE EASEMENT

CROWN PACIFIC LIMITED PARTNERSHIP, an OREGON COMPANY,

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 exclusive right to use, occupy, and enclose with a fence, for the purposes of installing, maintaining and operating second party's aboveground appurtenances to its pipelines, a parcel of those certain lands more particularly described in that certain Right of Way Agreement between first and second parties, dated September 6, 1960 and recorded September 26, 1960 in the official records of the County of Klamath, State of Oregon, in Volume 324 At page 290.

It is agreed between the parties that said parcel shall be located entirely within the strip of land described in said Right of Way Agreement and approximately as set forth by Drawing No. 660-D-S-002, dated September 11, 1992, attached hereto and made a part hereof.

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 other facilities;
- (b) the right of ingress to and egress from said parcel 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 parcel and to trim and cut down and to clear away any trees on any side of said parcel 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.

Second party hereby covenants and agrees:

(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 above-ground appurtenances to its pipeline or in the exercise of the right of ingress or egress;

(b) second party shall indemnify first party against any loss or damages 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.

First party agrees that second party has the exclusive use of said parcel and further agrees not to grant any easement or easements on, under or over said parcel without the written consent of second party.

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 21st day of December, 19 92.

Executed in the presence of:

Richard A. Loma
Witness

Julie A. Kusamore
Witness

By Crown Pacific, Ltd., General Partner
By Roy G. L. Loma
Crown Pacific Limited Partnership
an Oregon Company

PACIFIC GAS TRANSMISSION COMPANY

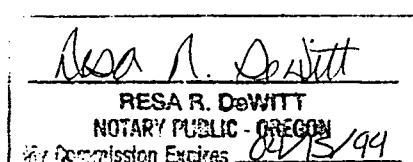
By W. H. Loma
LAND MANAGER

By _____

For Notary's Use Only

STATE OF OREGON)
) ss
County of Multnomah)

The foregoing instrument was acknowledged before me this
21st day of December, 1992, by Roger L. Krage, who is the Secretary
of Crown Pacific, Ltd., on behalf of the corporation.

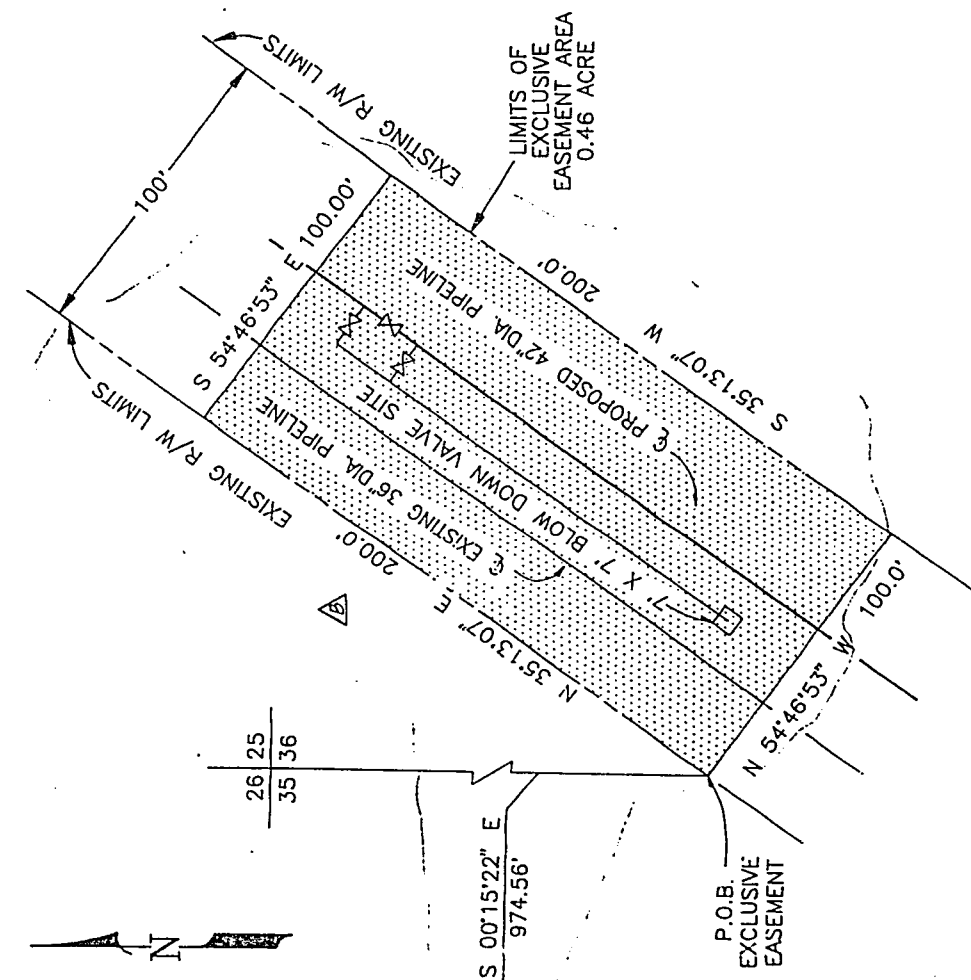


Resa R. DeWitt
Notary Public for Oregon
My Commission Expires: 04/15/94

For Recorder's Use Only

Return: PGT-PG&E
P.O. Box 9249
Bend, Or. 97708

KLAMATH COUNTY, OREGON
SEC. 36, T-23-S, R-9-E, WM



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of PGT the 8th day of Jan. A.D., 19 93 at 11:54 o'clock A M., and duly recorded in Vol. 493 of Deeds on Page 642.

FEE \$30.00
cc 2.50

Evelyn Biehn County Clerk
By Maureen C. Biehn

NARRATIVE
1. THE PURPOSE OF THIS MAP AND NOTATIONS IS TO DEPICT AND DESCRIBE AN EXCLUSIVE EASEMENT WITHIN AN EXISTING PIPELINE EASEMENT GRANTED TO PACIFIC GAS TRANSMISSION COMPANY BY INSTRUMENT DATED 23 FEB. 1962 AND RECORDED IN VOL. 324 PAGE 280 OF THE KLAMATH COUNTY, OREGON DEED RECORDS.

2. THIS DESCRIPTION IS BASED ON A NOTICE OF LOCATION AMENDING DESCRIPTION OF EXISTING RIGHT-OF-WAY AND RECORDED IN VOLUME 479 OF DEEDS, PAGE 1274, KLAMATH COUNTY OFFICIAL RECORDS.

DESCRIPTION EXCLUSIVE EASEMENT

A 0.46 ACRE PARCEL FOR THE INSTALLATION OF ABOVE GROUND APPURTENANCES BEING DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF AN EXISTING PACIFIC GAS TRANSMISSION COMPANY EASEMENT AS DESCRIBED BY NOTICE OF LOCATION AMENDING DESCRIPTION OF EXISTING RIGHT-OF-WAY AND RECORDED IN THE OFFICIAL RECORDS OF KLAMATH COUNTY, VOLUME 479 OF DEEDS ON PAGE 1274, SAID POINT BEARS SOUTH 00°15'22" EAST, 974.56 FEET FROM THE NORTHWEST CORNER OF SECTION 36, T23 S, R9 E, WM, IN KLAMATH COUNTY, OREGON; THENCE FROM SAID POINT OF BEGINNING NORTH 35°13'07" EAST, 200 FEET ALONG THE NORTHWESTERLY LINE OF SAID EASEMENT THENCE SOUTH 54°46'53" EAST, 100 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID EASEMENT; THENCE SOUTH 35°13'07" WEST, 200 FEET ALONG THE SOUTHEASTERLY LINE OF SAID EASEMENT; THENCE NORTH 54°46'53" WEST, 100 FEET TO THE POINT OF BEGINNING.



645

TRACT NO. 0-KL-5A

SCALE 1" = 40'
BILL OF MATERIAL
SUPERSEDES
SHEET 1 OF 1 SHEETS
DRAWING NUMBER
660-D-S-002
CHANCE
B

PROPOSED EXCLUSIVE EASEMENT
FOR VALVE NO. 12-1.5
MILE POST 494.5
SEC. 36, T-23-S, R-9-E, WM
KLAMATH COUNTY, OREGON
PACIFIC GAS TRANSMISSION COMPANY
SAN FRANCISCO, CALIFORNIA

NO.	DATE	REVISION	DESCRIPTION	W.O.	DR.	CH.	APPROVALS	W.O.	7779
B	09-11-92	REVISED & REISSUED FOR LAND ACQUISITION							SUPPLY S. WHEELER
A	09-03-92	ISSUED FOR LAND ACQUISITION							DSGN M. HENCKE
									DWN SJM
									LEG. CHKD. A. BARKER
									DATE 8-29-81

RECORD OF APPROVALS AND CHANGES