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11-23-93A09:05 RCVD

ODF #311.18018

Vol. m93 Page 30950

ROW NO. OR-KL-0024

CORRECTED EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the STATE OF OREGON, acting by and through its STATE BOARD OF FORESTRY, hereinafter referred to as "Grantor", for and in consideration of the sum of ONE THOUSAND DOLLARS (\$1,000.00) to it paid by PACIFIC GAS TRANSMISSION COMPANY, a California corporation, hereinafter called "Grantee", the receipt of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a permanent easement and right-of-way to excavate for, install, replace, maintain, use and remove such pipe line or lines of any size as Grantee shall from time to time elect for conveying natural or artificial gas and other gaseous or hydrocarbons and any products or by-products thereof, with the necessary valves and other appliances and fittings and devices for controlling electrolysis in connection with said pipe lines, together with adequate protection therefor and also a right-of-way located in the Northeast Quarter of the Southeast Quarter of Section 1, T.25S.-R.08E., of the Willamette Meridian, in Klamath County, Oregon, said right-of-way to be a strip of land one hundred (100) feet wide, lying seventy (70) feet on the east and thirty (30) feet on the west of the following described center line to wit:

Beginning at a point on the North Quarter Section Line of the Northeast Quarter of the Southeast Quarter of Section 1, T.25S.-R.08E., W.M.,

Return:

Betchel Corporation
P.O. Box 5906
Bend, OR 97708
Attn: Bill Hogan

Page 1

CK
5400

Klamath County, Oregon which lies north $89^{\circ} 11'$ West 632 feet from the Northeast Quarter Corner of the Northeast Quarter of the Southeast Quarter of said Section 1, Township and Range, which Quarter Corner is on the Section Line between Sections 1 and 6, T.25S.-R.08E. and R.09E. and thence South $23^{\circ} 28' 40''$ W 1,434.57 feet more or less to a point where said center line crosses the South Quarter Section Line of the Northeast Quarter of the Southeast Quarter of Section 1, T.25S.-R.08E., W.M., Klamath County, Oregon.

Grantor further grants to Grantee:

- (a) The right to use only so much as necessary such portion of said lands adjacent to and along said strip of right-of-way as may be reasonably necessary in connection with the installation, repair and replacement of such pipeline or lines, or other facilities granted herein;
- (b) The right of ingress to and egress from said strip of right-of-way over and across lands belonging to Grantor 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 Grantor;
- (c) The right to install, maintain and use gates in all fences which now or hereafter cross said strip of right-of-way;
- (d) The right to mark the location of said strip of right-of-way by suitable markers set in the ground, provided that said markers shall be placed at such locations

so as not to interfere with any reasonable use Grantor shall make of said strip of right-of-way.

Grantee hereby covenants and agrees:

(a) Any pipe placed in the above granted easement area shall be buried to a minimum cover of three (3) feet;

(b) Any trenches made by Grantee on said strip of right-of-way shall be promptly backfilled and if the surface of the easement area be cultivated, said surface shall be restored so far as is practicable to its condition prior to trenching operations;

(c) Grantee agrees to be responsible for damage or destruction of property and injury or death to persons caused in the construction or maintenance of said pipe line or lines;

(d) Grantee agrees to indemnify and save harmless the Grantor, its officers, employees and contractors, from all suits and actions of every kind and description brought for or on account of any damage, injury, loss, expense, inconvenience or delay which may have been caused by or may have resulted from the carrying out of the purpose of this easement.

Grantee is hereby given the right to clear said easement and to keep the same clear for all purposes and obligations described herein; such right shall include the removal and disposal of debris, brush, timber, structures and fire hazards; provided, however, Grantee first shall obtain from the State Forester, and thereafter comply with

the terms and conditions thereof, the right-of-way clearing permit required by Oregon law; should Grantor exercise its express and reserved right to use said easement or to plant, manage and harvest forest crops thereon or therefrom, the right of Grantee herein shall be so limited thereby.

Grantee shall neither cut, damage nor destroy any of Grantor's timber, or timber managed by Grantor, except as provided in this easement, without the permission of Grantor in writing.

During construction, operation and maintenance activities under the easement rights herein granted, Grantee shall:

- (a) Dispose of all slashings and debris created by Grantee on said easement and on adjacent lands of the Grantor in a manner required by Oregon law;
- (b) Maintain said easement reasonably free of inflammable debris;
- (c) Take all reasonable precautions to prevent forest, brush and grass fires and endeavor with all available personnel to suppress any fire originating on or threatening said easement and arising out of operations under this easement;
- (d) Do no burning on or near said easement without first obtaining a burning permit from the State Forester or his designated representatives during seasons that such permits are required by Oregon law; and
- (e) Immediately notify Grantor and the nearest State Fire Warden upon discovery of fire in the vicinity of said easement.

30351

Grantor hereby expressly reserves the right to go upon, over and across the surface of the right-of-way described herein and to make such use of said land that is not inconsistent with the rights herein granted as the Grantor may desire. Such reservation shall include but not be limited to the planting, growing, thinning and harvesting of forest crops; provided, however, that Grantor shall not plant ~~or permit to~~ ^{grow} any forest crop within an area fifteen (15) feet on either side of said pipe lines and 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 of right-of-way or diminish or substantially add to the ground cover of said pipe lines. BCE
WAV

This corrected easement serves to modify and supersede that certain easement dated the 18th day of September, 1960 and recorded on the 28th day of November, 1960 in Volume 325 of Deeds on Page 482 in the County of Klamath.

Items modified by this document are as follows:

- (a) Right-of-way strip of fifty (50) feet wide is being changed to a right-of-way strip of one hundred (100) feet wide, lying seventy (70) feet on the east and thirty (30) feet on the west of the described centerline;
- (b) Grantor further grants to grantee the right to use only so much as necessary such portions of said lands adjacent to and along said strip of right-of-way as may be reasonably necessary in connection with the

installation, repair and replacement of such pipeline or lines, or other facilities granted herein;

- (c) ~~Grantor shall not plant or permit to grow any forest crop within an area~~
 ten (10) feet on either side of said pipelines is being changed to fifteen
 (15) feet on either side of said pipelines.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto and all covenants shall apply to and run with the land.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in
 xxxxxxxx name pursuant to a resolution duly adopted the xxxxxx day of xxxxxxxxxxxxxxxxxxxx, 1993.

DATED this 24th day of February, 1993.

30956

Executed in the presence of:

Witness

State of Oregon, acting by and
Through Its STATE BOARD OF FORESTRY

Witness

Ray Craig
Ray Craig, Assistant State Forester
Forest Management Division

PACIFIC GAS TRANSMISSION COMPANY

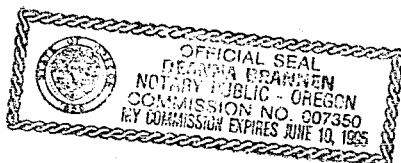
ON BEHALF OF:

By William K. Van Jensen

By _____

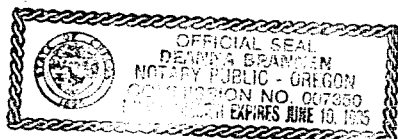
For Notary's Use Only

For Recorder's Use Only



STATE OF OREGON)
) ss
 County of Deschutes)

The foregoing instrument was acknowledged before me this 19th day of November, 1993, by William K. Van Heusen, who is the Authorized Representative of Pacific Gas Transmission Company, on behalf of the corporation.



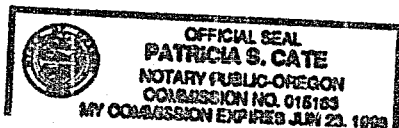
Patricia Brammer
 Notary Public for Oregon

My Commission Expires: 06/10/95

ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
 County of Marion)

This instrument was acknowledged before me this 24th day of February, 1993, by Ray Craig, as the authorized representative of the State of Oregon.



Patricia S. Cate
 Notary Public for Oregon

My Commission expires: 1/23/96

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Bill Hogan / PGT-PGE
 of November A.D., 19 93 at 9:05 o'clock A.M. and duly recorded in Vol. M93
 of Deeds on Page 30950

FEE \$45.00
 CC 19.00

Evelyn Biehn County Clerk
 By Annette Mueller