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Return to Bechtel Corporation P. O. Box 5606 Bend, Oregon 97708 R/W No. <u>OR-KL-0005A</u> MLV <u>12-1.5</u>

CORRECTED 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-2, Change A dated March 18, 1994, sheets one and two, attached hereto and made a part hereof.

THIS DOCUMENT CORRECTS AND SUPERSEDES THAT CERTAIN EXCLUSIVE EASEMENT DATED DECEMBER 21, 1992, AND RECORDED IN VOL. M93 ON PAGE 642 ON JANUARY 8, 1993, AT THE KLAMATH COUNTY, OREGON, RECORDER'S OFFICE.

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; the right of ingress to and egress from said parcel over and across said lands

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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; 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 hereby covenants and agrees:

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; 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

(b)

IN WITNESS WHEREOF the parties have executed these presents this 21st day of December, 1992.

Executed in the presence of:

Auga A. Boxell Witness

By Roger L. Krage,

Crown Pacific, Limited, General Partner For Crown Pacific, Limited Partnership, an Oregon Company

Witness

PACIFIC GAS TRANSMISSION COMPANY AS AGENT FOR AND ON DEHALF OF By William K. Van Heusen

By_

For Notary's Use Only

For Recorder's Use Only

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A09249

STATE OF OREGON

County of Multnomah)

The foregoing instrument was acknowledged before me this <u>S+h</u> day of April, 1994, by Roger L. Krage, who is the Secretary of Crown Pacific, Ltd., the General Partner of Crown Pacific Limited Partnership, on behalf of the partnership.

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ia M. Jusht Notary Public for Oregon

My Commission Expires: March 4, 1997



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	KLAMATH COUNTY, OREG SECTION 36, T-23-S, R-9-	ON E, W.M.
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TIM & MINIS		
DF EXCLUSIV NT AREA RE	E	
w.o. 7779	EXCLUSIVE EASEMENT	
SUPV DSGN DWN TDC	PIPELINE - PLAN MAINLINE VALVE NO. 12-1.5 M.P. 494.5 - B LINE	SCALE 1" = 40' BILL OF MATERIAL SUPERSEDES
CHKD DATE JAN 1993	KLAMATH COUNTY, OREGON PACIFIC GAS TRANSMISSION COMPANY SAN FRANCISCO, CALIFORNIA	SHEET 1 OF 2 SHEETS DRAWING NUMBER CHANCE 660-D-S-2 A

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NARRATIVE

A09249

- THE PURPOSE OF THIS MAP AND NOTATIONS IS TO DEPICT AND DESCRIBE AN EASEMENT WITHIN AN EXISTING PIPELINE EASEMENT GRANTED TO PACIFIC GAS TRANSMISSION COMPANY, BY INSTRUMENT DATED 23 FEB., 1962 AND RECORDED IN VOL. 324 PAGE 290 OF THE KLAMATH COUNTY OREGON DEED RECORDS.
- THIS DESCRIPTION IS BASED ON A NOTICE OF LOCATION AMENDING DESCRIPTION OF EXISTING RIGHT-OF-WAY AND RECORDED IN VOLUME M79 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 OFFICE OF RECORDS OF KLAMATH COUNTY. VOLUME M79 OF DEEDS ON PAGE 1274. SAID POINT BEARS S 00'15'22" E. 934.85 FEET FROM THE NORTHWEST CORNER OF SECTION 36, T. 23 S, R. 9 E., W.M. IN KLAMATH COUNTY, OREGON: THENCE FROM SAID POINT OF BEGINNING N 35'13'07" E, 200.00 FEET ALONG THE NORTHWESTERLY LINE OF SAID EASEMENT; THENCE S 54 46'53" E. 100.00 FEET ALONG THE NORTHEASTERLY LINE OF SAID EASEMENT: THENCE S 35'13'07" W. 200.00 FEET ALONG THE SOUTHEASTERLY LINE OF SAID EASEMENT: THENCE N 54'46'53" W. 100 FEET TO THE POINT OF BEGINNING.

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NO.	DATE	DESCRIPTION	W.O.	DR.	CH.		APPR	ROVALS	111.15
		RECORD OF APPROVALS AND CH	ANGES						

PGT/MAINLINE/660/S2S2.DWG

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4202 Notary (General) Rev. 8/91		13639
ATE OF California		10039
DUNTY OF San Francisco SS.		CAPACITY CLAIMED BY SIGNE
on April 26, 1994 before me, the under	Digned a Nover Day	11 100000
W.K. Van Heuse	ersigned, a Notary Public for said State, personally	y [] Corporate Officer(s) of the Above Named Corporation
		- If 1 Guardian acts - to
personally known to me -OR- [] proved to me on the bas e(3) is/are subscribed to the within instrument and acknow her/their authorized capacity(ies), and that by his/her/the nitiy upon behalf of which the	is of satisfactory evidence to be the person(s) where	[] Partner(s) of the Above Named Partnership(s)
ef/their authorized capacity(ies), and that by his/her/the ntity upon behalf of which the person(s) acted, executed the WITNESS	viedged to me that he/she/they executed the same in	[] Attorney(s)-in-Fact of the Above Named Principal(s)
acted, executed the person(s) acted, executed the	be instrument.	[] Trustee(s) of the Above Named Trust(s)
WTINESS my hand and official scal.	·····	[Xouber Land Manager -
Value a a	OFFICIAL SEAL DINO ANGELOSANTE NOTARY PIJAUS	PGT-PG&E Pipeline
Signature Miglisente	CITY AND COUNTY OF CALIFURNIA	Expansion Project
	My Commission expires June 24, 1994	

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed of	for record at reques April	A.D., 19 <u>94</u> at <u>9:15</u> o'clockA.M., and duly recorded in Val
FEE	\$50.00	Evelyn Biehn County Clerk
····		By Dauline Multinolog