

80672

05-09-94A11:55 RCVD

Vol. 794 Page 14544

Return to:

Land Department
Bechtel Corporation
P. O. Box 5606
Bend, Oregon 97708

ROW NO. OR-KL-0064
Sprague River CPU

**CORRECTED
RIGHT OF WAY AGREEMENT**

BILLY BOB CORDES AND ARDITH ANN CORDES herein-after called first party, in a 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 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 situation 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.

CORRECTIONS (c, d, e)

FIRST PARTY FURTHER GRANTS TO SECOND 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 right-of-way 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;
- (d) the right to install, maintain, and use gates in all fences which now cross or shall hereafter cross said right-of-way;
- (e) the right to amend the legal description as shown in Exhibit "A" to read as the lands described being in Section 11 and not Section 6.

NOTE:

14545

THIS DOCUMENT CORRECTS AND SUPERSEDES THAT CATHODIC PROTECTION EASEMENT DATED NOVEMBER 3, 1992, AND RECORDED IN VOL. M92 OF DEEDS ON PAGES 27700-27705, DESCHUTES COUNTY, OREGON.

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 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 the 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.

14546

IN WITNESS WHEREOF the parties have executed these presents this 26 day of APRIL, 1994.

Executed in the presence of:

[Signature]
Witness

Billy B. Cordes

[Signature]
Witness

Ardith Ann Cordes

ON BEHALF OF
PACIFIC GAS TRANSMISSION COMPANY

[Signature]
Witness

By William K. Van Yuen

By _____

For Notary's Use Only

For Recorder's Use Only

EXHIBIT "A"

PROPERTY DESCRIPTION

PARCEL A

wkvy
BBC
a.c.

That certain real property situate and being a portion of the Northwest one quarter of Section 11, Township 35 South, Range 9 East, Willamette Meridan, Klamath County, State of Oregon, and being more particularly described as follows:

BBC
a.c.
wkvy

BEGINNING at a point 26.00 feet Northeasterly of the centerline 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 11 bears North $73^{\circ}45'29''$ West, 1353.84 feet; Thence North $56^{\circ}45'17''$ East, 60.00 feet; Thence South $33^{\circ}14'43''$ East, 40.00 feet; Thence South $56^{\circ}45'17''$ 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 $100^{\circ}27'42''$, a distance of 52.60 feet to a point; Thence North $22^{\circ}47'01''$ West, 4.63 feet to the POINT OF BEGINNING.

The above described property contains 0.05 acres more or less.

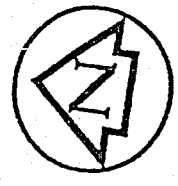
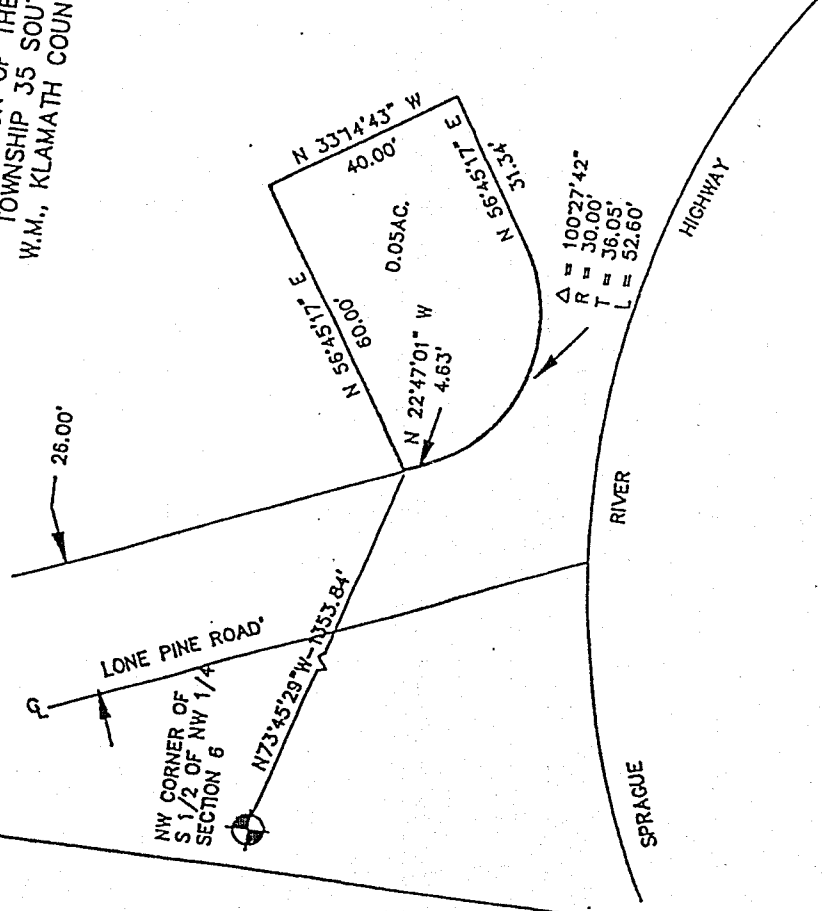
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Larry D. Schlumpberger

OREGON
JULY 26, 1988
LARRY D. SCHLUMBERGER
2369

EXHIBIT "A"

PORTION OF THE NW 1/4 SECTION 8, TOWNSHIP 35 SOUTH, RANGE 9 EAST W.M., KLAMATH COUNTY, STATE OF OREGON



FORESIGHT SURVEYING

F S

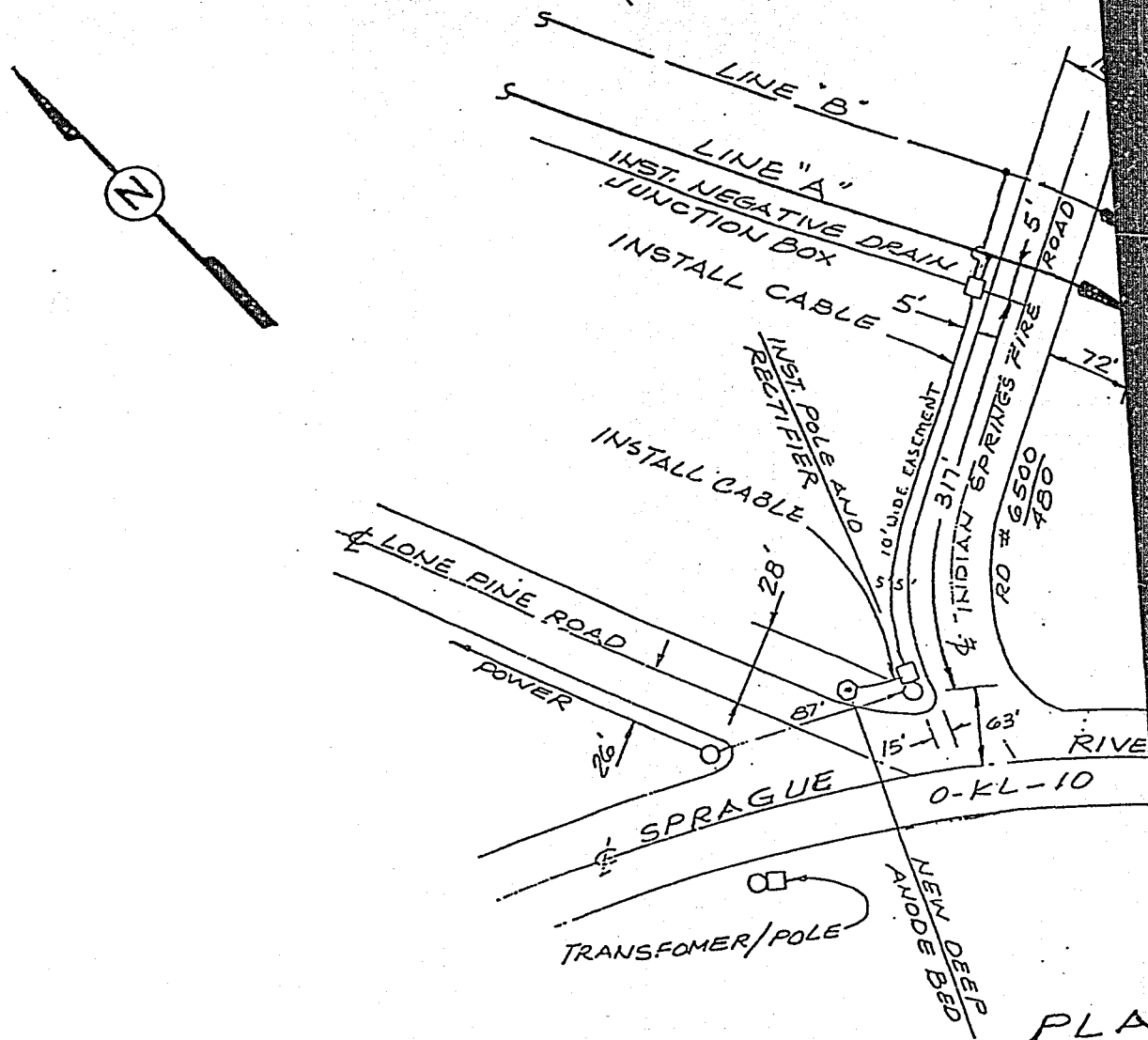
YREKA, CA

14548

SCALE 1" = 30'

PGT/PGE PIPELINE EXPANSION PROJECT

EXHIBIT "A" (3 of 3)

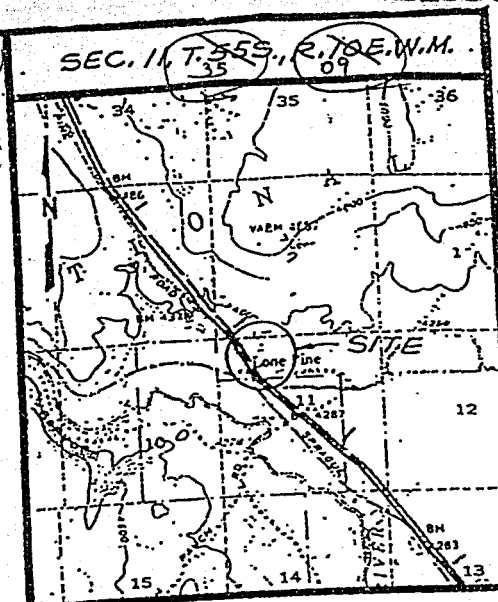


| NO. | DATE | DESCRIPTION | W.O. | DR. | CH. | APPROVALS | DATE |
|-----|---------|----------------------------------|------|-----|-----|-----------|------|
| B | 7/13/92 | ISSUED FOR C.P. STATION LOCATION | | MDP | | 44 - JMS | |
| A | 4-21-92 | ISSUED FOR PERMIT | | | | | |

RECORD OF APPROVALS AND CHANGES

14550

BRG
A.C.
WKV



VICINITY MAP
SCALE: 1" = 1 MILE

(PROPOSED GAS LINE)

E.T.S. MP. 570.3

(EXIST. GAS LINE)

HIGHWAY

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

PIPELINE - PLAN
CATHODIC PROTECTION - MP 570.3
SPRAGUE RIVER CP STATION (per) B.L.W.
10-29-92

KLAMATH COUNTY, OREGON
PACIFIC GAS TRANSMISSION COMPANY
SAN FRANCISCO, CALIFORNIA

SCALE none

BILL OF MATERIAL

SUPERSEDES

SHEET 1 OF 1 SHEETS

DRAWING NUMBER

700-D-CP-9

CHANGE

B.

14551

STATE OF California }
COUNTY OF San Francisco } SS.

On May 2, 1994 before me, the undersigned, a Notary Public for said State, personally appeared W.K. Van Heusen

☒ personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Dino Angelosante
Signature

OFFICIAL SEAL
DINO ANGELOSANTE
NOTARY PUBLIC - CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO
My Commission expires June 24, 1994

CAPACITY CLAIMED BY SIGNER

☐ Individual(s) Signing For Oneself/Themselves
☐ Corporate Officer(s) of the Above Named Corporation(s)
☐ Guardian of the Above Named Individual(s)
☐ Partner(s) of the Above Named Partnership(s)
☐ Attorney(s)-in-Fact of the Above Named Principal(s)
☐ Trustee(s) of the Above Named Trust(s)
☒ Other Land Manager -
PGT-PG&E Pipeline
Expansion Project

STATE OF CALIFORNIA }
COUNTY OF San Francisco } SS.

On May 2, 1994 before me, the undersigned, a Notary Public for said State, personally appeared Thomas Evatt ☒ personally known to me -OR- ☐ proved to me by the oath of a credible witness who is personally known to me to be the person whose name is subscribed to this instrument as a witness thereto, who, being duly sworn, deposed and said that he/she resides in the County of Contra Costa State of California, and that he/she was present and saw Billy B. Cordes

Ardith Ann Cordes
(known to the witness to be the person(s) whose name(s) is/are subscribed to this instrument) execute it, and acknowledged to the witness that he/she/they executed it in his/her/their authorized capacity(ies), and that at his/her/their request the witness thereupon subscribed his/her name as a witness thereto.

WITNESS my hand and official seal.

Dino Angelosante
Signature

OFFICIAL SEAL
DINO ANGELOSANTE
NOTARY PUBLIC - CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO
My Commission expires June 24, 1994

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☐ Partner(s) of the Above Named Partnership(s)
☐ Attorney(s)-in-Fact of the Above Named Principal(s)
☐ Trustee(s) of the Above Named Trust(s)
☐ Other _____

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of _____
of May A.D., 19 94 at 11:44 o'clock M., and duly recorded in Vol. M94
of Deeds on Page 14544

FEE \$40.00
CC 9.00

Evelyn Biehn County Clerk
By Cornette Mueller