

RIGHT OF WAY AGREEMENT

FLORENCE W. BALDWIN, a widow, hereinafter called first party, in consideration of value paid by PACIFIC GAS TRANSMISSION COMPANY, a California corporation, whose address is 213 W. Sisters Avenue, Redmond, OR 97756-0123, hereinafter called second party, the adequacy and receipt where of are hereby acknowledged, hereby grants to second party the right to excavate for, install, replace (of the initial or any other size), maintain, use and remove such pipeline or lines of any size as second party shall from time to time elect for conveying natural and artificial gas and other gaseous or liquid hydrocarbons and any products or by-products thereof, with necessary valves and other such appliances, and fittings, and devices for controlling electrolysis in connection with said pipelines, and such underground wires, cables, conduits, fiber optic lines and other electrical conductors, appliances, fixtures, and appurtenances as second party shall from time to time elect for communication purposes, together with adequate protection therefor, and also a right-of-way thirty-five feet in width within the herein described parcel(s) of land which is/are situated in the County of Klamath, State of Oregon, described as follows, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

It is agreed between the parties that as soon as second party has completed the installation of the initial pipeline the aforesaid parcel (s) shall be restricted to the following:

That portion of the said lands of first party above described lying between lines parallel to and situate fifteen (15) feet to the north and twenty (20) feet to the south (going in a general westerly direction through the State of Oregon) measured at right angles from the center line (or tangent thereof if a curve) of the initial pipe as actually laid by the second party across the said lands of first party, or adjacent thereto if the initial pipe is not actually laid on the said lands of the first party, such parallel line or lines being extended to the boundary lines of the said lands so as to enclose the right-of-way and easement.

Second party may further define the location of said strip by recording a "Notice of Location" referring to this instrument and setting forth a legal description of the location of said initial pipe or said strip, which description may be set forth by map attached to said Notice. A copy of said Notice shall be delivered to first party.

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 any other facilities;
- (b) the right of ingress to and egress from said strip 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 strip and to trim and to cut down and to clear away any trees on either side of said strip 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 strip;
- (e) the right to mark the location of said strip by suitable markers set in the ground, provided that said markers shall be placed at fence lines or other locations which will not interfere with any reasonable use first party shall make of said strip.

Please return to:

Charles Cherry
PGT
48 Hawthorne
Medford, OR 97504

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 or its agents or employees on said lands in the construction or reconstruction of the pipeline or lines or in the exercise of the right of ingress or egress;
- (b) second party shall promptly backfill any trench made by it on said strip and second party shall restore the surface of the ground, so far as is practicable, to its condition prior to second party's trenching operations.
- (c) 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.

First party reserves the right to use said strip for purposes which will not interfere with second party's full enjoyment of the rights 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 strip, or diminish or substantially add to the ground cover over said pipelines or any other facilities.

The provisions herein granted 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 29th day of April, 1994. *WFB*

Executed in the presence of:

James H. Foster
Subscribing Witness

Florence W. Baldwin
Florence W. Baldwin

Subscribing Witness

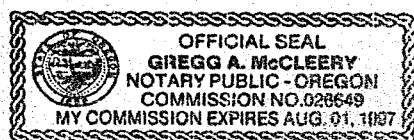
PACIFIC GAS TRANSMISSION COMPANY

By: W. G. Thomas
W. G. Thomas, Land Manager

By:
STATE OF OREGON)
County of Jackson) ss.

On this 29th day of April, 1994 before me Gregg A. McCleery Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared James H. Foster, known to me 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 RESIDES AT Portland Oregon, and that he was present and saw Florence W. Baldwin, personally known to him to be the same person whose name is subscribed to the foregoing instrument, execute and deliver the same, and acknowledge to said affiant that she executed the same and that said affiant subscribed his name thereto as a WITNESS.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.



Gregg A. McCleery
GREGG A. MCCLEERY
NOTARY PUBLIC FOR OREGON
My Commission Expires: August 1, 1997

EXHIBIT "A"

A part of Lots 10 and 11 of Section 18 and Lots 7 and 8 of Section 19, Township 39 South, Range 9 East of the Willamette Meridian, particularly described as follows:

Beginning at a point in the left bank of the Klamath River at low water mark, which is North 78° West of the Southeast corner of Lot 7, in Section 19, Township 39 South, Range 9 East of the Willamette Meridian running thence South 78° East 4.15 chains to a stone marked "x" in the West line of the Lot 7 aforesaid; thence South 78° East to the intersection of the center line of the Weed-Klamath Falls Highway, as the same is described in a right-of-way deed from Weyerhaeuser Timber Company to Klamath County, Oregon, dated November 28, 1934, with the Southerly boundary line of that part of said Lot 7 conveyed by Ed Sutton and wife and Mary J. Sutton to Weyerhaeuser Timber Company by a deed dated February 17, 1923, and recorded in Vol. 59 of Deeds, page 548, records of Klamath County, Oregon, and which intersection is designated as engineer's center line station 106+80.6 South; thence Northwesterly along the said center line, as the same is described in said easement, so its intersection with the low water mark on the left bank of the Klamath River, and which is designated as engineer's center line station 80+47; thence along said low water mark down stream to the place of beginning, but excepting therefrom the Westerly 100 feet thereof, being that strip of land 100 feet in width parallel to and adjacent to the said low water mark on the left bank of said Klamath River in said above described portion of Lots 10 and 11 of Section 18, and Lots 7 and 8 of Section 19 and containing less said exception 25.55 acres, more or less, in Klamath County, Oregon, it being the intention to include all of those portions of said Lots 10 and 11 of Section 18 and Lots 7 and 8 of Section 19, Township 39 South, Range 9 East of the Willamette Meridian, acquired by Weyerhaeuser Timber Company from Ed Sutton and wife and Mary J. Sutton by a deed dated February 17, 1923, and recorded in Vol. 59 of Deeds, page 548, records of Klamath County, Oregon, which lies West of the center line of said Weed-Klamath Falls Highway, as hereinbefore referred to, and it being also the intention to include all of that part of Lot 10 of Section 18, Township 39 South, Range 9 East of the Willamette Meridian, acquired by Weyerhaeuser Timber Company from Wm. M. Bray, a single man, and Premium Dairy Company, a Corporation, by deeds dated April 16, 1930, and April 19, 1930 recorded respectively, in Vol. 91 of Deeds, pages 248 and 249, records of Klamath County, Oregon, which lies West of the center line of the said Weed-Klamath Falls Highway, as hereinbefore referred to, but excepting therefrom said above described 100 foot strip of land and also excepting therefrom that parcel conveyed to the Department of Transportation, Highway Division, in Vol m92, page 25384 and containing 0.07 acre.

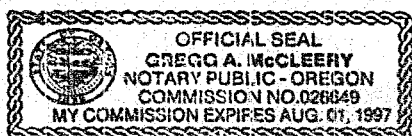
STATE OF OREGON)

) ss.

County of Jackson)

On this 29th day of April, 1994 before me appeared W. G. Thomas, to me personally known, who being duly sworn, did say that he, the said W. G. Thomas is the Land Manager of Pacific Gas Transmission Company, the within named Corporation, and that the said instrument was signed in behalf of said Corporation by authority of its Board of Directors, and W. G. Thomas acknowledges said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

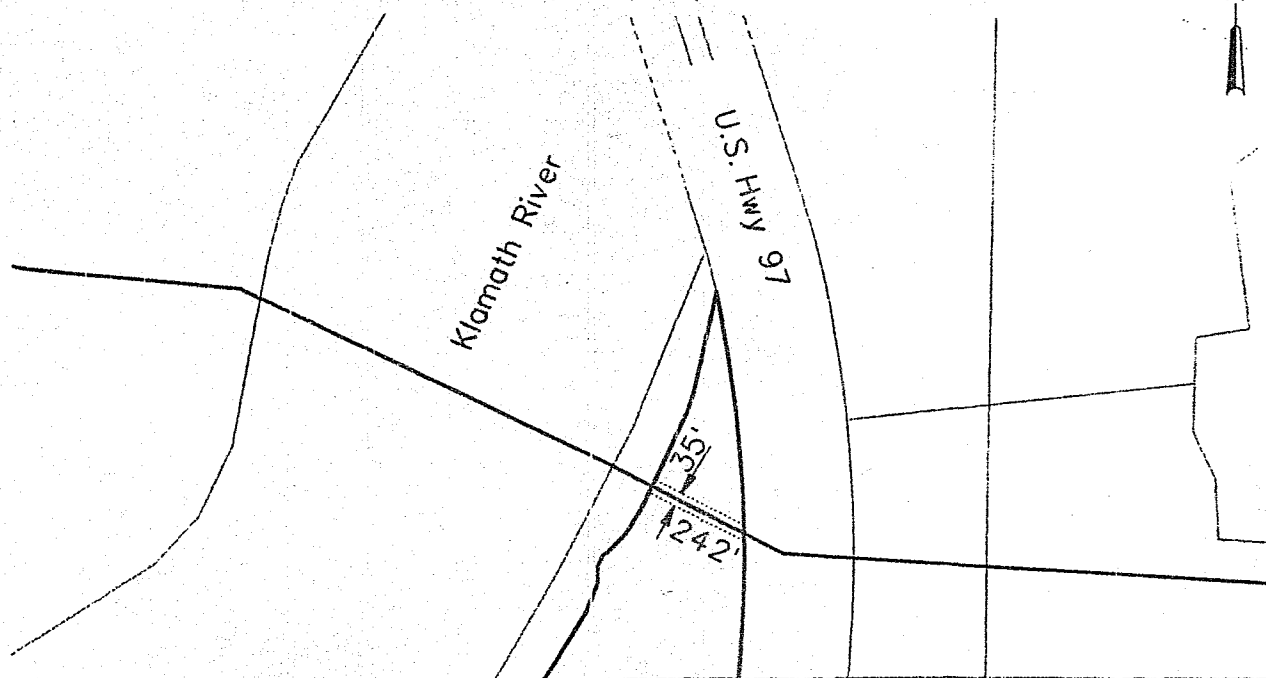


Gregg A. McCleery
GREGG A. MCCLEERY
NOTARY PUBLIC FOR OREGON
My Commission Expires: August 1, 1997

KLAMATH COUNTY, OREGON

24411

SEC.18, T-39-S, R-9-E



JHF
FWB

2134

Richard S. & Florence W. Baldwin

APN: 390901800-01600

NO.	DATE	DESCRIPTION	W.O.	DR.	CH.	APPROVALS																				
RECORD OF APPROVALS AND CHANGES																										
<table border="1"> <tr> <td>W.O.</td> <td rowspan="5"> PIPELINE RIGHT-OF-WAY PACIFIC GAS TRANSMISSION COMPANY PORTLAND, OREGON </td> <td colspan="2">SUPERSEDES</td> </tr> <tr> <td>SUPV</td> <td>SHEET</td> <td>OF SHEETS</td> </tr> <tr> <td>DSGN R.WILKE</td> <td>DRAWING NUMBER</td> <td>CHANGE</td> </tr> <tr> <td>DWN L.McCALL</td> <td colspan="2">M-2134</td> </tr> <tr> <td>CHKD</td> <td colspan="2"></td> </tr> <tr> <td colspan="2">SCALE 1" = 400' ±</td> <td colspan="2"></td> </tr> </table>			W.O.	PIPELINE RIGHT-OF-WAY PACIFIC GAS TRANSMISSION COMPANY PORTLAND, OREGON	SUPERSEDES		SUPV	SHEET	OF SHEETS	DSGN R.WILKE	DRAWING NUMBER	CHANGE	DWN L.McCALL	M-2134		CHKD			SCALE 1" = 400' ±							
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PREPARED BY CH2M HILL

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of PGT the 9th day
of Aug A.D., 19 94 at 10:30 o'clock A M., and duly recorded in Vol. M94
of Deeds on Page 24408

FEE \$25.00

Evelyn Biehn - County Clerk

By Douline Mullendore