

RIGHT OF WAY AGREEMENT

MADELINE KETCHAM, 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:

A tract of land situated in the North Half of the Northeast Quarter of Section 19, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the North Quarter corner of said Section 19; thence South 00° 14' 04" West, 1326.94 feet to the Southwest corner of the Northwest Quarter of the Northeast Quarter of said Section 19; thence North 89° 47' 39" East 1327.44 feet to the Southeast corner of the Northwest Quarter of the Northeast Quarter of said Section 19; thence North 50° 13' 50" East 289.93 feet to the Southerwesterly right-of-way line of the County Road; thence following said line, Northwesterly along the arc of a curve to the right (central angle = 30° 54' 45" and radius = 670 feet) 361.29 feet; thence North 10° 07' 20" West 623.01 feet; thence Northerly along the arc of a curve to the right (central angle = 09° 01' 22" and radius = 1310 feet) 206.30 feet to the North line of said Section 19; thence South 89° 49' 58" West along the North line of said Section 19, 1261.18 feet to the point of beginning.

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.

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 18th day of April, 1998.

Executed in the presence of:

Jeffrey J. Harmon
Subscribing Witness
Jeffrey J. Harmon

Subscribing Witness

Madeline Ketcham
Madeline Ketcham

PACIFIC GAS TRANSMISSION COMPANY

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

By: _____

Please return to:

Charles Cherry
PGT
48 Hawthorne
Medford, OR 97504

STATE OF OREGON)

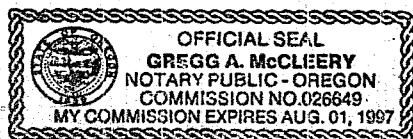
) ss.

County of Jackson)

On this 13th day of June, 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.

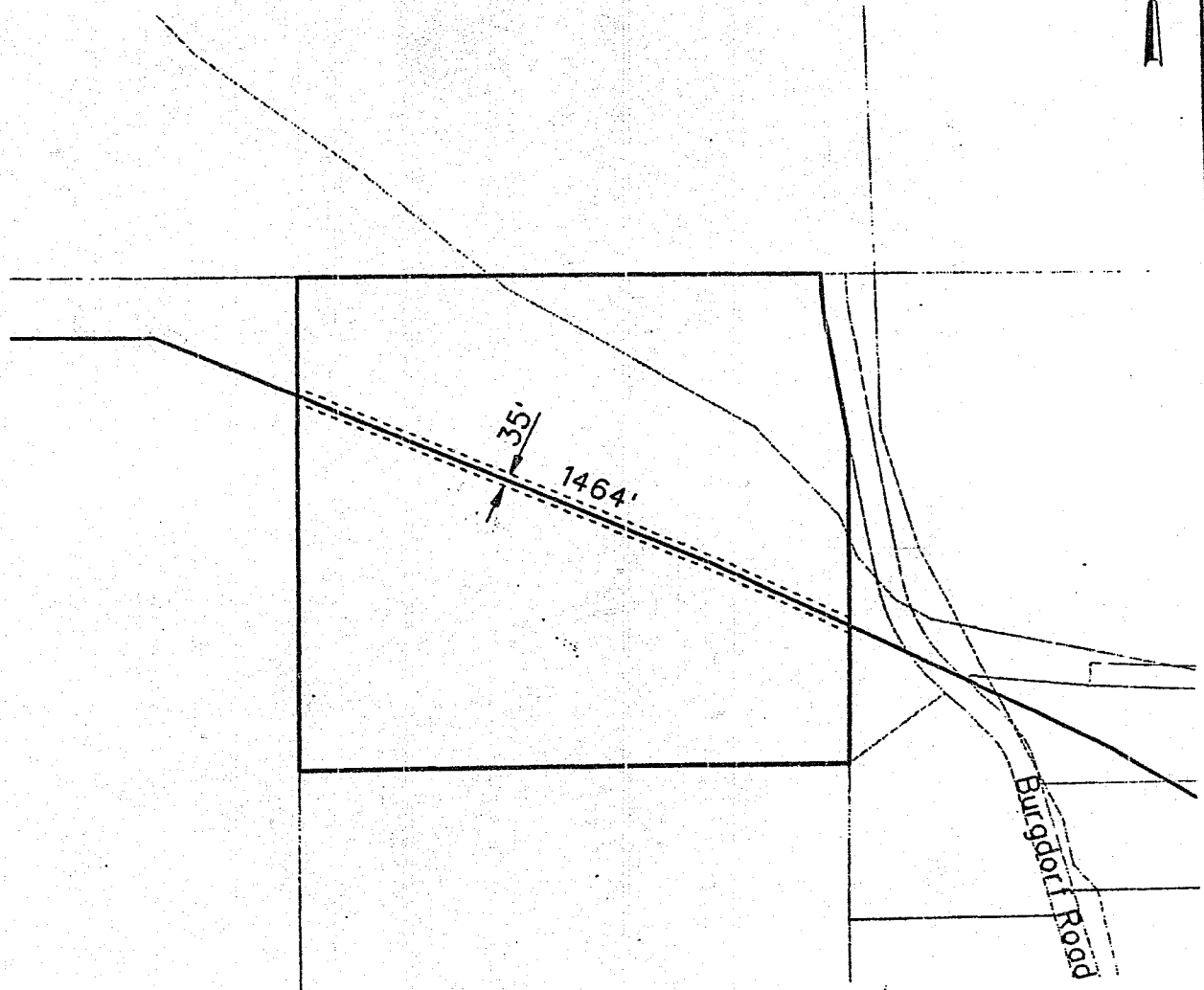
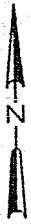


Gregg A. McCleery
GREGG A. MCCLEERY
NOTARY PUBLIC FOR OREGON
My Commission Expires: August 1, 1997

24440

KLAMATH COUNTY, OREGON

SEC.19, T-39-S, R-11-E



(4150) Madeline Ketcham
APN: 391101900-01500

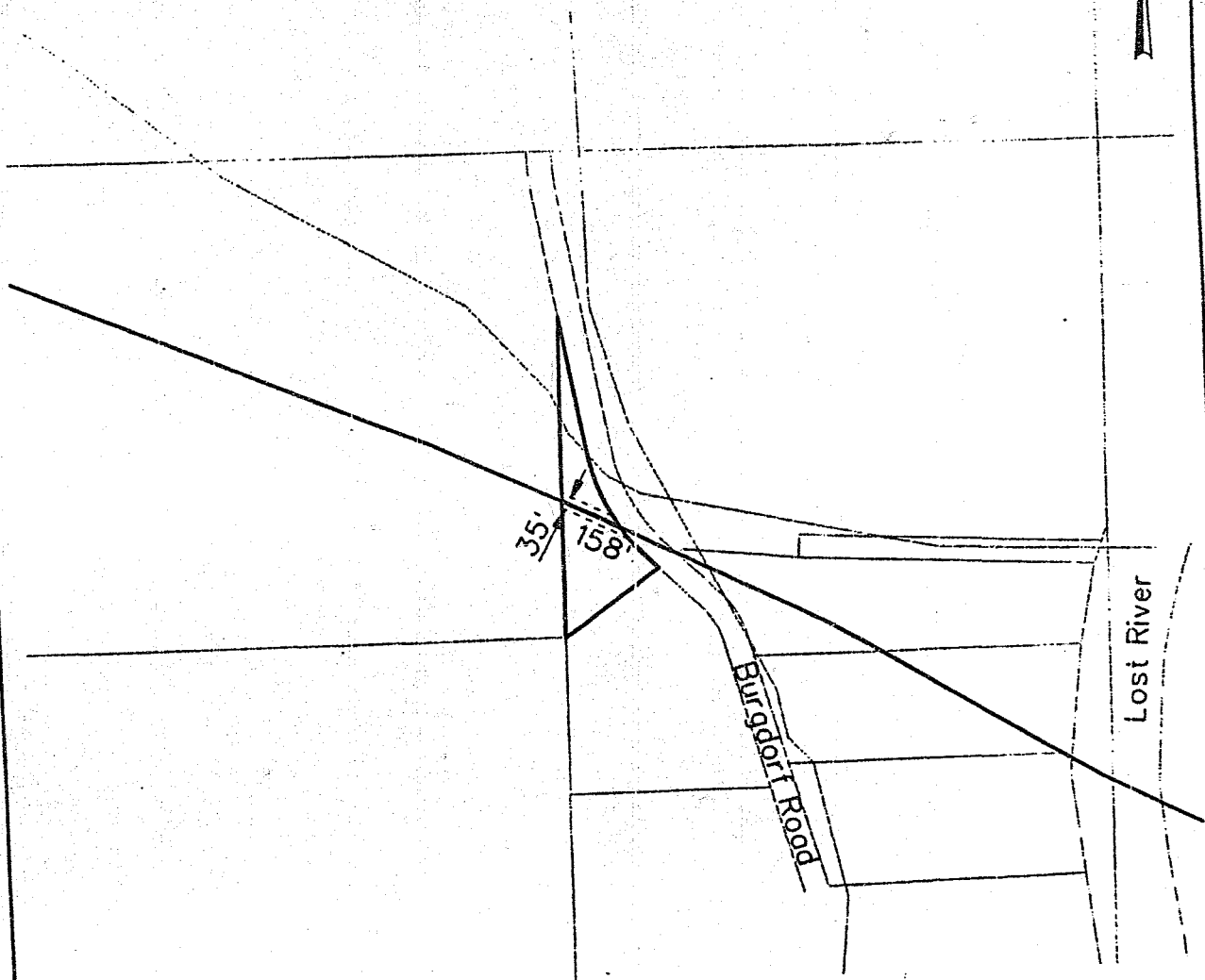
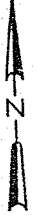
NO.	DATE	DESCRIPTION				W.O.	DR.	CH.	APPROVALS																		
<div style="display: flex; justify-content: space-between;"> <div style="width: 20%;"> <table border="1"> <tr><td>W.O.</td></tr> <tr><td>SUPV</td></tr> <tr><td>DSGN R.WILKE</td></tr> <tr><td>DWN L.McCALL</td></tr> <tr><td>CHKD</td></tr> <tr><td>SCALE 1"= 400'</td></tr> </table> </div> <div style="width: 50%; text-align: center;"> <p>PIPELINE RIGHT-OF-WAY</p> <p>PACIFIC GAS TRANSMISSION COMPANY PORTLAND, OREGON</p> </div> <div style="width: 25%;"> <table border="1"> <tr><td colspan="2">SUPERSEDES</td></tr> <tr> <td>SHEET</td> <td>OF</td> </tr> <tr> <td colspan="2">DRAWING NUMBER</td> </tr> <tr> <td colspan="2" style="font-size: 1.5em;">M-4150</td> </tr> <tr> <td colspan="2">CHANGE</td> </tr> </table> </div> </div>												W.O.	SUPV	DSGN R.WILKE	DWN L.McCALL	CHKD	SCALE 1"= 400'	SUPERSEDES		SHEET	OF	DRAWING NUMBER		M-4150		CHANGE	
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PREPARED BY CH2M HILL

24441

KLAMATH COUNTY, OREGON

SEC. 19, T-39-S, R-11-E



Madeline Ketcham
 (4160) APN: 391101900-01400

NO.	DATE	DESCRIPTION	W.O.	DR.	CH.	APPROVALS
RECORD OF APPROVALS AND CHANGES						

W.O.	PIPELINE		SUPERSEDES	
SUPV	RIGHT-OF-WAY		SHEET	OF SHEETS
DSGN R. WILKE	PACIFIC GAS TRANSMISSION COMPANY PORTLAND, OREGON		DRAWING NUMBER	
DWN L. McCALL			M-4160	
CHKD			CHANGE	
SCALE 1" = 400' ±				

PREPARED BY CH2M HILL

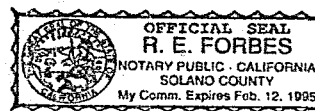
Subscribing Witness Acknowledgment

STATE OF CALIFORNIA }
 } SS.
 COUNTY OF SOLANO }

On April 18, 1994 before me, R.E. FORBES, a Notary Public in and for the State of California, personally appeared ***** JEFFREY J. HARMON ***** , X 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 GALLATIN, State of Montana, and that he/she was present and saw MADELINE KETCHAM ***
 * * * * *
 * * * * *
 (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/their name as a witness thereto.

Witness my hand and official seal.


 R.E. FORBES



CAPACITY CLAIMED BY SIGNER:

X 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 _____

Subscribing Witness Acknowledgment

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 24437.

FEE \$35.00

Evelyn Biehn -County Clerk

By Madeline Millenbore