

09-21-94A11:29 CVD

PGT Route # O-KL-2340, 2380,  
2400, 2410

88528

## RIGHT OF WAY AGREEMENT

CITY OF KLAMATH FALLS, an Oregon municipal corporation, 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 non-exclusive 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 line 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 a maximum of thirty-five feet (35') 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:

Those strips shown on the attached maps and located within:

Parcels I and II: The South Half of the Southwest Quarter of Section 15, Township 39 South, Range 9 East, Willamette Meridian, excepting therefrom all that portion conveyed in Deed recorded in Volume 77, Page 11,674, Klamath County Records, containing 2.05 acres and also excepting that portion conveyed to Aqua Glass Western, Inc. in Deed recorded in Volume 92, Page 24,730, Klamath County Records; also excepting that portion conveyed to Klamath County for road purposes.

Parcels III and IV: The West Half of the Southwest Quarter of the Southeast Quarter of Section 15, Township 39 South, Range 9 East, Willamette Meridian.

Parcel V: All that portion of the Northwest Quarter of the Northwest Quarter of Section 23, Township 39 South, Range 9 East of the Willamette Meridian, lying Northeast of the Burlington Northern Railroad right-of-way, Klamath County, Oregon.

Second party shall 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; provided however, that such right-of-way strip shall not extend south of the existing fence line at or near the northerly boundary of the first party's property shown on Map M-2380 and provided further that the right-of-way strip shall not extend into the Airport's Localizer Critical Area (Map M-2410) as shown on attached Exhibit "A" incorporated herein by this reference. A copy of said Notice shall be delivered to first party.

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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, utility lines & facilities, 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 and hold first party harmless from 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;
- (d) second party shall provide a minimum of six feet (6') of earth cover over the pipeline(s) laid through first party's property shown on attached maps M-2400 and M-2410;
- (e) to assure adequate protection for existing and future utility facilities within the strip, second party shall be subject to the prior approval of first party's Public Works Department with respect to the vertical and horizontal placement of the pipeline(s) within the strip.

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 pipeline(s) or any other facilities. This provision shall not restrict paving of the strip for parking or access purposes. First party shall be subject to the prior approval of second party with respect to paving the said strip.

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 24 day of August, 1994.

Executed in the presence of:

Kenneth W. Bagley  
Witness

\_\_\_\_\_  
Witness

CITY OF KLAMATH FALLS

By: Todd Kellstrom  
Todd Kellstrom, Mayor

ATTEST:

Elisa D. Fritz  
Elisa D. Fritz, City Recorder

PACIFIC GAS TRANSMISSION COMPANY

By: Wil Thomas Gm<sup>c</sup> APPROVED:  
Wil Thomas, Land Manager

AQUA GLASS WEST, INC.

By: \_\_\_\_\_

By: Steve Smith

APPROVED:

KLAMATH VECTOR CONTROL DISTRICT

By: Michael R. Throckmold

Todd Kellstrom  
Todd Kellstrom, Mayor

Elisa D. Fritz  
Elisa D. Fritz, City Recorder

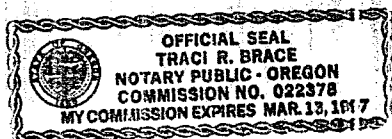
STATE OF OREGON } ss  
COUNTY OF KLAMATH  
CITY OF KLAMATH FALLS

On the 1st day of September, 1994, personally appeared Todd Kellstrom and Elisa D. Fritz, who, each being first duly sworn, did say that the former is the Mayor and the latter is the City Recorder of the City of Klamath Falls, an Oregon municipal corporation, and that the instrument was signed on behalf of said municipal corporation; and each of them acknowledged said instrument to be its voluntary act and deed.

BEFORE ME:

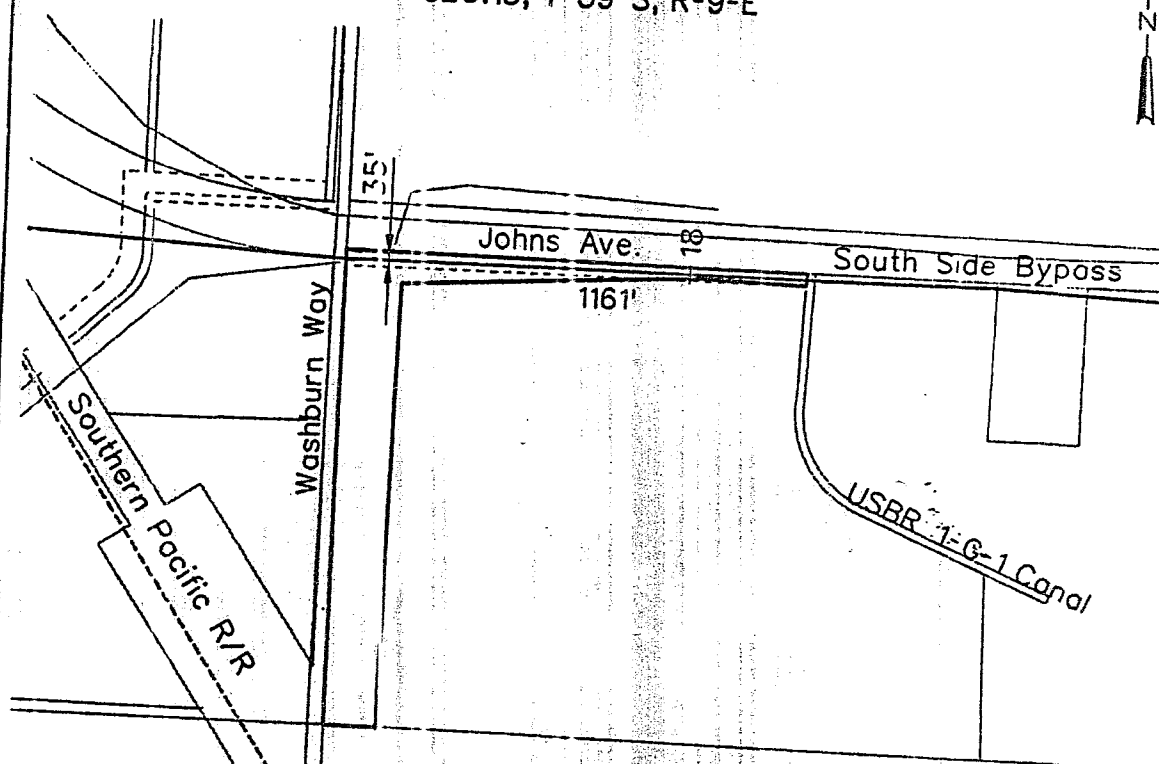
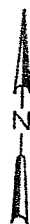
Page 3 of 9

Traci R. Brace  
Notary Public for Oregon



## KLAMATH COUNTY, OREGON

SEC.15, T-39-S, R-9-E



(234C)

City of Klamath Falls

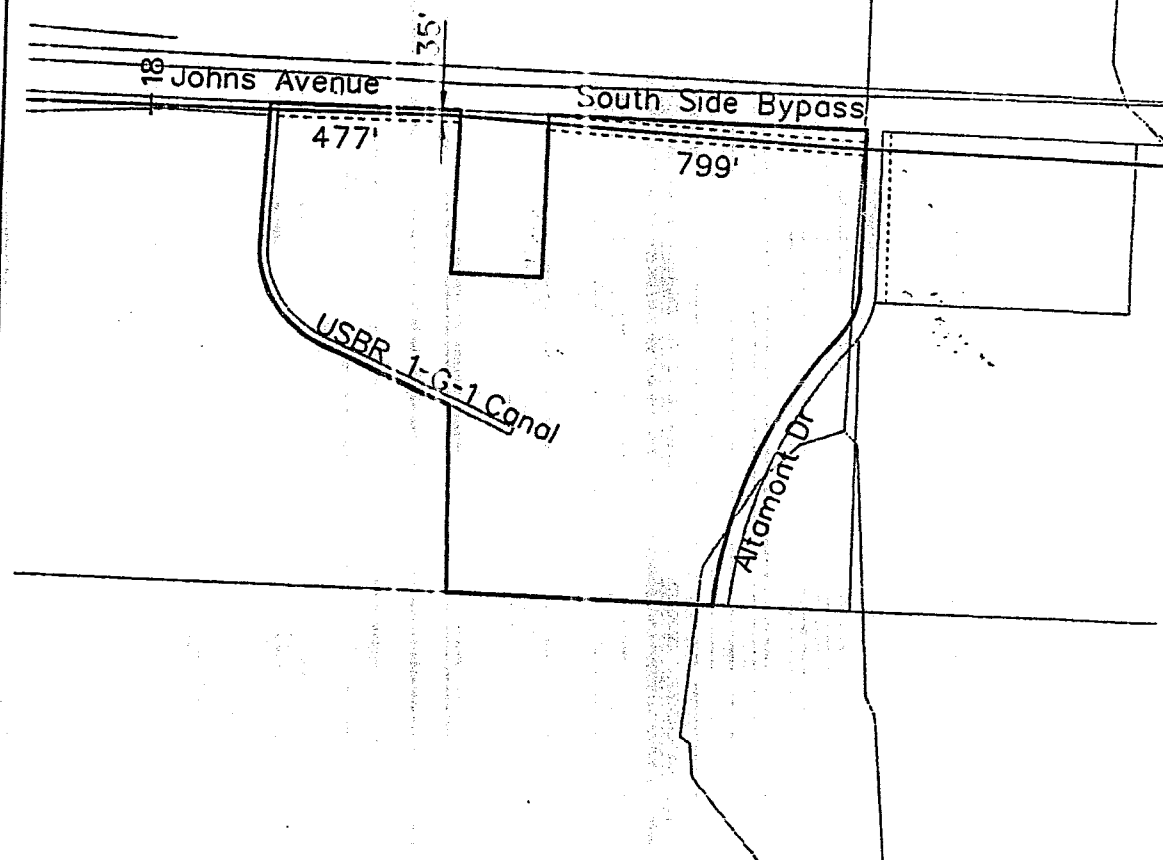
APN: 390901500-00700

NO.	DATE	DESCRIPTION	W.O.	DR.	CH.	APPROVALS
RECORD OF APPROVALS AND CHANGES						
W.O.			SUPERSEDES			
SUPV			SHEET OF SHEETS			
DSGN R.WILKE			DRAWING NUMBER			
DWN L.McCALL			CHANGE			
CHKD			M-2340			
SCALE 1" = 400' ±						

PIPELINE  
RIGHT-OF-WAY  
PACIFIC GAS TRANSMISSION COMPANY  
PORTLAND, OREGON

## KLAMATH COUNTY, OREGON

SEC.15, T-39-S, R-9-E



2380

City of Klamath Falls

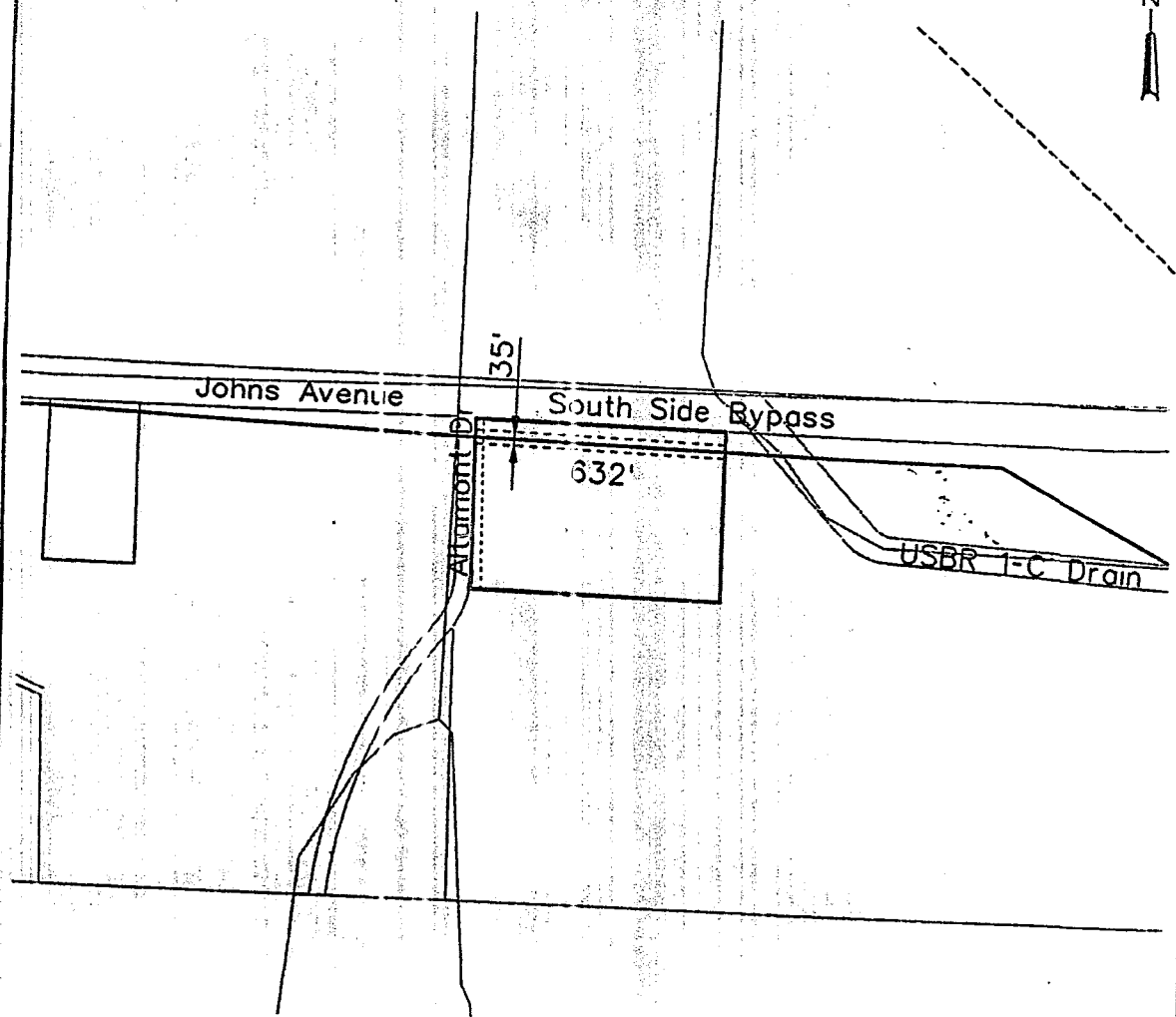
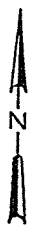
APN: 390901500-00702

NO.	DATE	DESCRIPTION	W.O.	DR.	CH.	APPROVALS
RECORD OF APPROVALS AND CHANGES						
W.O. SUPV DSGN R.WILKE DWN L.McCALL CHKD SCALE 1" = 400' ±			PIPELINE RIGHT-OF-WAY PACIFIC GAS TRANSMISSION COMPANY PORTLAND, OREGON			
SUPERSEDES SHEET OF SHEETS DRAWING NUMBER M-2380			CHANGE			

PREPARED BY CH2M HILL

# KLAMATH COUNTY, OREGON

SEC.15, T-39-S, R-9-E



2400

City of Klamath Falls  
APN: 3909015D0-02200


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

W.O.
SUPV
DSGN R.WILKE
DWN L.McCALL
CHKD
SCALE 1" = 400'

PIPELINE  
RIGHT-OF-WAY  
  
PACIFIC GAS TRANSMISSION COMPANY  
PORTLAND, OREGON

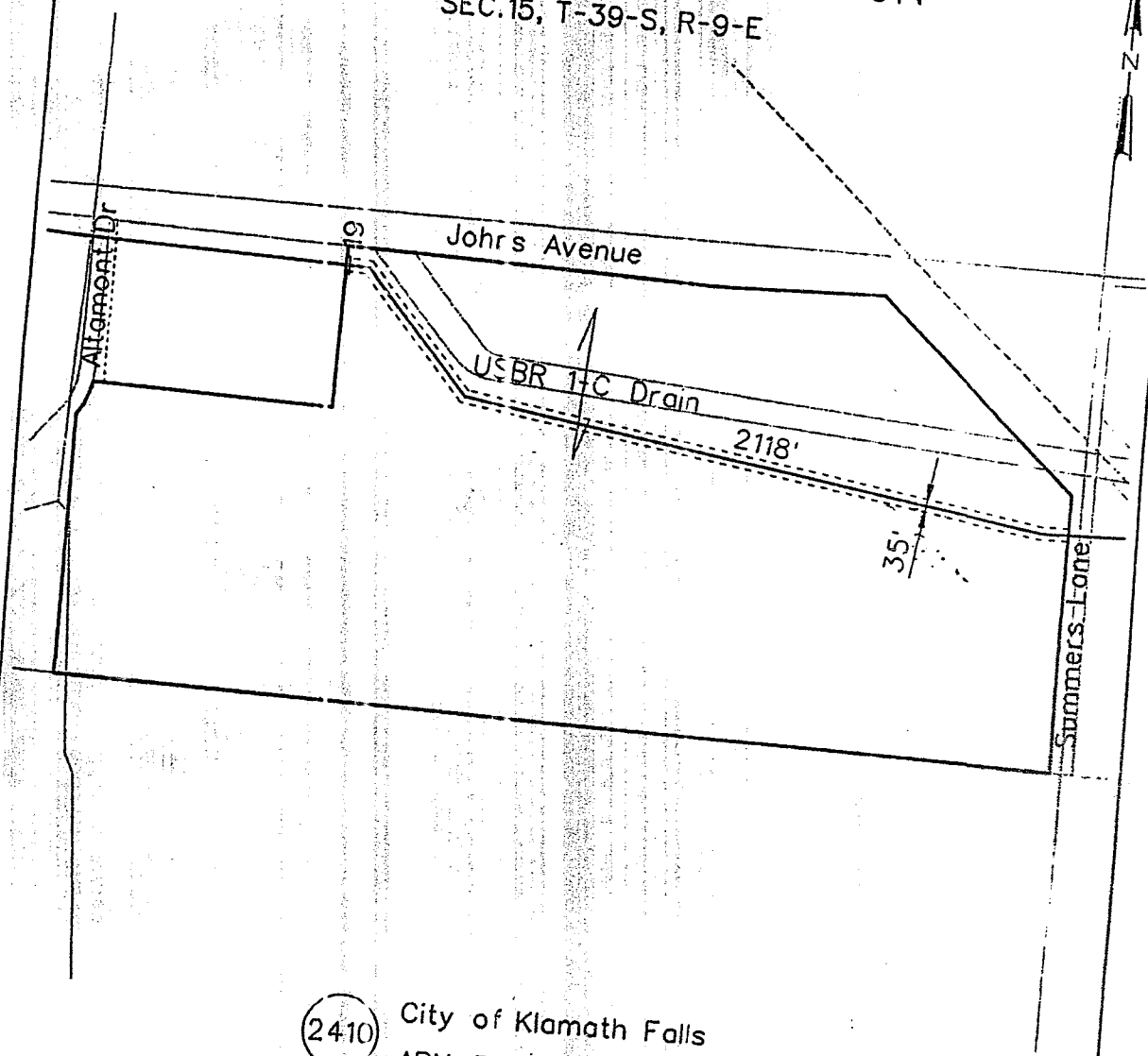
SUPERSEDES	
SHEET	OF SHEETS
DRAWING NUMBER	CHANGE
M-2400	



29750

# KLAMATH COUNTY, OREGON

SEC. 15, T-39-S, R-9-E



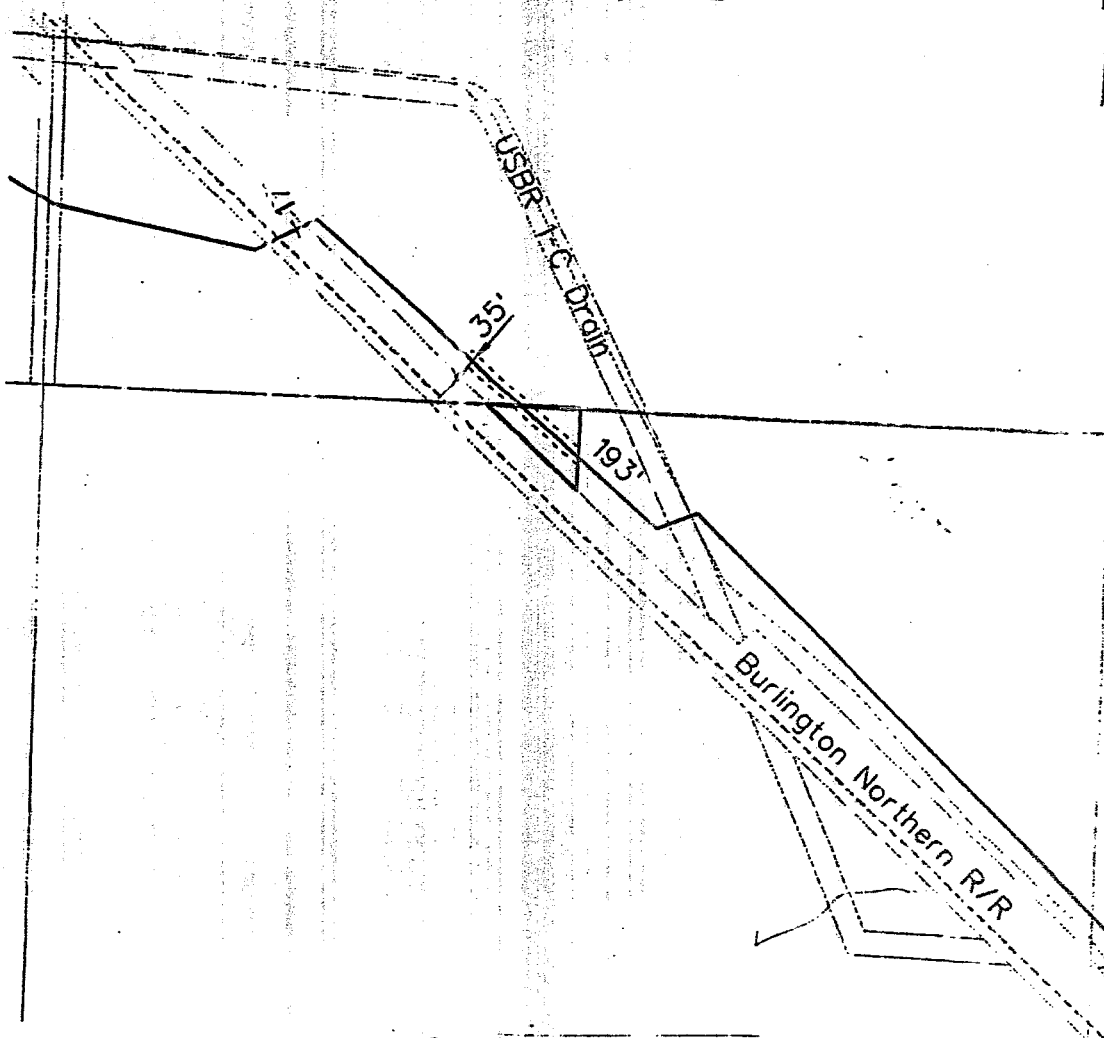
(2410) City of Klamath Falls  
APN: 3909015D0-02100

PREPARED BY CH2M HILL 13-JUN-94

NO.	DATE	DESCRIPTION	W.O.	DR.	CH.	APPROVALS
RECORD OF APPROVALS AND CHANGES						
PIPELINE RIGHT-OF-WAY						
PACIFIC GAS TRANSMISSION COMPANY PORTLAND, OREGON						
W.O.		SUPERSEDES			SHEET OF SHEETS	
SUPV		DRAWING NUMBER			CHANGE	
DSGN B. SCHMITZ		M-2410				
DWN L. MCCALL						
CHKD						
SCALE 1" = 400' ±						

KLAMATH COUNTY, OREGON  
SEC. 23, T-39-S, R-9-E

SEC.23, T-39-S. R-9-E



2444

# City of Klamath Falls

API: 390902300-00901

[illegible]

## RECORD OF APPROVALS AND CHANGES

W.O.
SUPV
DSGN R.WILKE
DWN L.McCALL
CHKD
SCALE T' = 400' ±

PIPELINE  
RIGHT-OF-WAY

PACIFIC GAS TRANSMISSION COMPANY  
PORTLAND, OREGON

**SUPERSEDES**

SHEET                      OF                      SHEETS

**DRAWING NUMBER**

CHANGE

M-2444

CHANGE



EXHIBIT "A"

T-Hangar  
Expansion  
Area

29752'

BRL-35'

EL. 40

EL. 4085'

Localizer Critical  
Approach Lights

Existing  
Localizer  
Antenna

MALSF

1000'

ULTIMATE  
PERIMETER ROAD

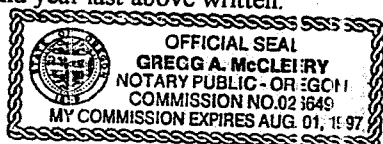
BRL-35'

1" = 200'

STATE OF OREGON }  
 } ss.  
 County of Jackson }

On this 2nd day of September, 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

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_ PGT  
 of Sept A.D., 19 94 at 11:29 o'clock A M. the 21st day  
 of \_\_\_\_\_ Deeds on Page 29744 and duly recorded in Vol. M94

FEE \$55.00

Evelyn Biehn - County Clerk

By *Dorlene Muelendore*