

JLW/pdb.Kirk

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EASEMENT AGREEMENT

SOUTHERN PACIFIC TRANSPORTATION COMPANY, а Delaware corporation, "Southern hereinafter called Pacific," in consideration of the sum of <u>Five Hundred and h g/loo</u> Dollars (\$ 500.00) paid by PACIFIC GAS TRANSMISSION COMPANY, a California</u> corporation, hereinafter called "PGT," the adequacy and receipt whereof are hereby acknowledged, hereby grants to PGT a permanent and perpetual easement free and clear of all encumbrances except all liens of record created by mortgages or trust deeds on Southern Pacific's behalf. The easement is for the purpose of allowing PGT the right to excavate for, install, replace (of the initial or any other size), maintain, operate, use, and remove a pipeline or lines of any size as PGT shall from time to time elect for conveying natural and artificial gas and other gaseous or liquid hydrocarbons and any products or by-fittings, and devices for controlling electrolysis in connection with said pipelines, and such underground wires, cable, conduits, and other electric conductors, appliances, fixtures, and appurtenances as PGT shall from time to time elect for communication purposes, together with adequate protection therefor.

The easement shall consist of a 50-foot wide crossing over Southern Pacific's railroad right of way located at Kirk, Klamath County, State of Oregon, as more fully described in Attachment D, attached hereto and incorporated herein by this reference. Attachments A, B, C, E and F are similarly attached hereto and incorporated herein by this reference.

Southern Pacific further grants to PGT:

(1) The right to use such portion of the land adjacent to and along the easement as may be reasonably necessary in connection with the installation, operation, repair and replacement of such pipeline or lines, or any other facilities;

(2) The right of ingress to and egress from the easement and across adjacent lands by means of roads and lanes thereon, if such there by, otherwise by such practicable route or routes as shall occasion the lease damage and inconvenience to Southern Pacific;

(3) 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 the

easement and to trim and to cut down and to clear away any trees on either end of the easement which now or hereafter in the opinion of PGT may be a hazard to PGT's facilities or may interfere with the exercise of PGT's rights hereunder;

(4) The right to install, maintain and use gates in all fences which affect access to, or shall hereafter affect access to,

(5) The right to mark the location of the easement 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 Southern Pacific shall make of its right of way subject to the easement.

PGT hereby covenants and agrees:

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(1) PGT agrees to defend, release and indemnify Southern Pacific (Railroad), its officers, employees, agents, successors and assigns, from all claims, liability, cost and expense, including reasonable attorneys' fees, for loss of or damage to property and for injuries to or death of persons arising out of the construction, reconstruction, maintenance, location, presence or use of said Facilities, except to the extent caused or contributed to by the acts of Railroad. The word "Railroad" as used in this section shall be construed to include, in addition to Railroad, the successors, assigns and affiliated companies of Railroad, and any other railroad company that may be lawfully operating upon and over the said tracks and the officers, agents and employees thereof. In no event shall either Railroad or PGT be liable to the other, or any other party, for consequential damages.

(2) PGT shall promptly backfill any trench made by it on said strip and PGT shall restore the surface of the ground, so far as is practicable, to its condition prior to PGT's trenching operations.

Southern Pacific reserves the right to use the right of way subject to the easement for purposes which will not interfere with PGT's full enjoyment of the rights hereby granted, provided that Southern Pacific shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction on the right of way subject to the easement, or diminish or substantially add to the ground cover over said pipelines or any other facilities.

Page 3 of 3

The provisions hereof shall inure to the benefit of and bind the heirs, successors and assigns of the respective parties hereof, and all covenants shall apply to and run with the land.

IN WITNESS WHEREOF, the parties have executed these presents

this 2th day of May, 1992.

SOUTHERN PACIFIC TRANSPORTATION COMPANY

Title) Director

Contracts and Joint Facilities

PACIFIC GAS TRANSMISSION COMPANY

By 1) G. Romas (Title) LANS MANAGER.

(Title)

STATE OF CALIFORNIA)
County of

On this day of , 1992, before me, appeared , a Notary Public of said state, personally to me on the basis of satisfactory evidence) to be the person who executed the within instrument as ______ on behalf of Southern Pacific Transportation Company and acknowledged to me that the corporation executed it.

> Notary Public for California My Commission expires:

Approved As to Form

BY Daniel 7 Cooley DANIEL F. COOLEY

	a
STATE OF CALIFORNIA City and County of San Francisco } SS. On this day of, in the year of Nii one before me, Sandro P. Micocci, a Notary Public in San Francisco, State of California, personally appeare known to me (or proved to me on the basis of satisfied CONTRACTS AND JOINT FACILITIES, of the Corporati the within instrument, and also known to be the person CONTRACTS AND JOINT FACILITIES, of the Corporati the within instrument, and also known to be the person Corporation therein named and acknowledge to me the the same. IN WITNESS WHEREOF, I have hereunto set my hand ar in the City and County of San Francisco, the day and y first above writted. Corporation	and for the City and County of d W. E. FOWLER, personally tory evidence) to be the DIRECTOR ion described in and that executed in who executed it on behalf of the sat such Corporation executed and affixed my seal at my office year in this cerificate
62-4202 Notary (General) Rev. 8/91 STATE OF <u>California</u>	CAPACITY CLAIMED BY SIGNER
COUNTY OF <u>San Francisco</u> on <u>May 18,1992</u> before me, the undersigned, a Notary Public for said State, personally appeared <u>Will G. Thomas</u>	[] Individual(s) Signing For Oneset//Themselves
H 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. WTINESS my hand and official seal. DiNO ANGELOSANTE DINO ANGELOSANTE NOTARY PUBLIC: CALIFORNIA CITY AND DEUNTY OF SAN FRANCISCO Aly Chammedied expires June 24, 1994 Signature	[] 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) [] Trustee(s) of the Above Named Trust(s) [] Hother

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APPROVED AS TO CORPORATE OWNER FOR VALUATION ENGINEER DESCHIPTION CORRECT tte

FOR CHIEF ENGINEER

NITAAM .A.9 Seef & I Yam

Form Approved: General Attorney



PGT Attachment A to Form C.E. 41708

INFORMATION BY APPLICANT

Applicant agrees to defend, release and indemnify Railroad, its officers, employees, agents, successors and assigns, from all claims, liability, cost and expense, including reasonable attorneys' fees, for loss of or damage to property and for injuries to or death of persons arising out of the construction, reconstruction, maintenance, location, presence or use of said Facilities, except to the extent caused or contributed to by the acts of Railroad. The word "Railroad" as used in this section shall be construed to include, in addition to Railroad, the successors, assigns and affiliated companies of Railroad, and any other railroad company that may be lawfully operating upon and over the said tracks and the officers, agents and employees thereof. In no event shall either Railroad or Applicant be liable to the other, or any other party, for consequential damages.

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E. OUNCAAL RUMIREMENTS

1. SCOPL

Pipelines included under Piese specifications and there

a. Pipetines under callenge fracts, theil be merial and excessed in a length pipe ar consert setted the excise pipe ar indected in Figure 1. Length pipet be based on unpulsiopered load due to reliver Unite merial be based on the confidence in a combination (Cooper E-180) foreing with confidence interaction (code (Cooper E-180) pressure, enternal loads und installant foods.

- (the following percentages apply to hear stress) (the following percentages apply to hear stress) (the following percent for installations on all priorities (c) forty percent for installations on an pipelines. (c) forty percent for installations on an pipelines. (c) forty percent for installations on an pipelines.

not in ferialism, allowoble stress in the carrier pine on It I the motion accussing is loss than specified above, the either side of the crossing what he designed at the same currier pinn at the constring what he designed at the same stress us the uptacent currier pipe.

4. CASING FIFE

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lacriva.

Pipelines shull be located, where preclicable. In crass tracks Pipplines sholl be installed under tracks by dry boring

st approximately right angles thereto but preterably at not aver than 45 depress and shall not be placed within a cuttert, wher railway bridges nor elser than 100 tent to any bettian of any railway bridge, building ac ather important structure, except in special cases and than by special design as approved where rails are access

Curling pipe and joints shall be at tenteroof construction, capable at withstanding relevant tenders (cooper E-10), makeness size to be determined from Table 1 B.2. Table 2 indicates a maintenan thickness based upon superimpasted loads with and it is the responsibility at the installer is previde a cashing which is adequate for its loads that result during installation it additional tracks are constructed in the future. The cashing it additional tracks are constructed in the future. The cashing it additional tracks are constructed in the future.

d. Steel carrier pips under secondary or industry tracks or on railvey righl-at-way not under a railway frack may be installed without casing by permission of the Chiel Engineer.

by the Clief Engineer.

. Pipelines teid inspirutinelly on roitver rishi-of-ver while be isected as for as preclicable from any treets or other important structures. If located within 50 test of the conter important structures. If the structure is denoted from tenting at any bridge, building or as structure. This certifies tenting to any bridge, building or as structure. This certifies pipe their be encaued or of special design as approved by the

Steel casing sins to have a minimum yield strength at 35,000 psi, when easing is installed without bornfit af a protected, the valit hickness shown in Table 2 shall be increased potected, the valit hickness shown in Table 2 shall be increased to the nearest standard store which is a minimum of 0.003 openic then the liketness shown in Figure 1 are measured perpendicular to the frack.

5. CONSTRUCTION

Pipelines cerving ei, ligalited petreleem gos, volved er menulestøred ges mod other i temmakle preducts skall be at matel and conform to the requirements of ANSI D-3.0, and ANSI D-3.14, and ather applicable codes, except that the maximum allowable stresses for design at steel pipe shall nat exceed the tallowing percentages of the specificate minimum yield strength fumiliplied by longitudinal of the specificate minimum yield strength fumiliplied by longitudinal of the specificate of the pipe as datined in the codes:

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3. CARRIER FIFE

Kirk

company.

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Any replacement of a corrier pipe shall be considered a new installation, subject to the requirements of these specifications. Signs to indicate theories of pipeline. Vacated of right-of-way time for constitutions and a minimum of every 500° for langitudnal pipeline...) are to be installed and maintained by the pipeline

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Chief Engineer.

h. The Chief Engineer montioned in these specifications is the Chief Engineer of the Mailway Company.

a. Casing pipe shells to constructed as to prevent inskept of any subspaces from the casing titoughout its itength, accept through very index the rollway is an and the termelian of a valerway under the rollway is installed as the prevent fine termelian of a valerway under the rollway is installed as the prevent fine termelian of a valerway under the rollway is installed as the prevent into termelian the termelian of a valerway under the rollway is installed as the prevent into termelian termelian termelian is the set of the termelian of the termelian at the termelian ter

a. Steel welded pipe under rollway tracks that is protected with steel casing (the following percentages upply to happ stress)

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Seventy-two percent for Installation on oil pipelines. Filty percent for pipelines correling liquited polities gas and other thermobile liquids with two tlash point. Sixty percent for installations on gas pipelines.

- ۴ ç Tunnaling aperations shall be conducted as approved by the Chiel Engineer. It voids are coused by the tunneling operations, they shall be filled by pressure growting or by other opproved mathods which will provide proper support.
- Where easing and/or carrier pipe is calhadically protected, the Cital Engineer shall be notified and suitable tast inade to insure that other rationy structures and incitities are adequately protected from the cathadic current in secondance with the recommonions of Reports of Correlating Committee an Colhadic Protection, published by the Halland Association of Corrosion Engineers.

Escavelians and bace pits shall be a minimum distance of twenty tree from the centeriore of the nearest treet. Swaring plans and colucitions may be required to be submitted prior to construction per NACA menual and SP supprement. 1 of 2 C.S. 1742

t. Fibre Optic colle Since may be an the right-of-way. the applicant shall call (000)203-4237 to determine it tiber optic colle are present. Applicant shalt coll pilor to

digging to varify succises and arrange inspection.

6. INSPECTION AND TESTING

ANSI and applicable codes curres al time of constructing the piechas, what govern the inspection and testing of the facility within the conterprish-of-very screet hold the proof testing of strength of certer piece with the in eccordance with the applicable appendix to the second and with the applicable of the second strength of the second strength of the second appendix to the second strength of the second strength of the second strength of the second strength of the second appendix to the second strength of the second strength of the second strength of the second strength of the second second strength of the se ANSI code.

7. SUPPORTS

All supports, insulations or contering devices for the order pipe shall be so designed and contracted that no loads them the reached. Frack, traffic or cening pipe listif are transmitted to the corrier pipe. The specified of such supports toogliddnetty in the cosing shall not be greater than 10 feet.

B. SEALS

Both ends of the casing shall be suitably sealed to the autside of carrier pipe.

E. VENTS

Coing pipe, unless otherwise outherised by the Coing pipe, unless otherwise outherised by the Child Engineer as stated balaw, shall be proparity vanied. The time of the state of the state of the state of the near the coing state and project through grand states is right-of-way lines ar and here through grand states profited in Flows 1 foreassend at right angles. I from the the of nearest treat, the sealer and the states of the of nearest treat. When each of a near approach leveling in of nearest treat. When each of a near approach leveling in out nearest treat. When each of a near approach leveling the of nearest treat. The sealer of the states and the rolested with set ports of called at and the be role to box grand surface. Top of treat she held the little of the to choose grand surface. Top of treat she then the denome devolution of high water and she the states of abave meanism elevels on the water and she the statest of the profited in a meaner thed meets the state of the tabaye meanism elevels of the statest of the statest and professed in a meaner thed meets the the statest of the profession of high water and she the statest and profession of the statest of the statest and profession of the statest of the statest of the and profession with the statest of the the statest and the statest of the statest of the statest of the statest and the statest of the statest of the statest of the statest and the statest of the statest of the statest of the statest and the statest of the statest of the statest of the statest of the and profession with the statest of the statest of the statest and the statest of the statest of the statest of the statest of the and profession with the statest of the statest of the statest and the statest of t

aerial electric wires.

FOR FLAMMABLE & HAZARDOUS SUBSTANCES ACROSS OR ALONG RIGHT OF WAY SOUTHERN PACIFIC LINES COMMON STANDARD PIPE LINES

NO SCALE

REVISED JAN. I. 1990

9 2 Ξ Forty percent for pipeline corrying liquefied petroleum gas and other flammable itquids with low flash point. Filty porcent for installations on gas pipelines. Sixly percent for installations on all pipelines ŗ

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Steat pine without a casing under secondary or industry freats (the following percentages apply to the sum of, the baop stream due to the maximum anticipated internal pressure and the flexural ring stress due to external loads):

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ATTACHMENT 0

10. DEPTH OF INSTALLATION

Pipelines teld iongitudinally an railway rights-ei-way 30 test are into from center line of track, shall be buried net test than 30 feel from grand surfaces to be at spice. What spiceline is told mous than 30 feel from center line of track, minimum cores shall be at least 4 feet. Refer te l'igure i for minimum cover depits for pipeline crassings.

IL GHUT-OFF VALVES

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Accessible emergency shut-off voires shell be installed within effective distances each side of the relivery as great to by the Chaf Engineer and the physice company. Where physicas are provided with entermatic control tablence of locations and within distances expressed by the Chief Engineer, no additional voires shell be required.

12. APPROVAL OF PLANS

Plans far proposed installation shall be submitted to Regional Engineer and must must he optional of the Chief Engineer before constituctions to beyon. Plane that be derar to accele aboving violation of proposed planin to reliver tracks, angle of stronging, mile post lectifier or relivery survey reliver, tracks, angle of stronging, mile post lectifier or relivery survey reliver, tracks, angle of stronging, mile post lectifiers, station, tracks, angle of stronging to strong on a survey settifier. Plane shall factuate all append to strong on a submitter, such as valves manhales, vents, cosings, etc., located on relivery property.

Crass section or pretite shell show pipe line and eppurtement features as to the fracks and surrounding ground.

The execution of the work on rollway rights-of-way shell be subject to the inspection and direction of the Regianol Engineer or his authorised

The plans shall contain the data that is required on the epplication term (C.E. 41708, SH. 1). The application form shall be completely filled in. representative.

13. EXECUTION OF WORK

The Pipeline Agreement and Contractor's Right of Entry Agreement shalt be fully executed before any work will be alread on railway right-of-way. The execution of the work on railway rights-of-way. Including the supporting of treacks shalt be subject to the importion and direction of the Regional Engineer. A minimum of 5 days noilce to relivay is required prior to entry on right-of-way for construction.

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254.6	0.394	0.563	0.331	0.500	0.469	0.438	0.406	0.372	0.311	2.316	9.20	10220	F. 505	9.192	ALUTUAN	I HILLINGSS	MINIMUM WALL	teolive Centing)	8 22	

EH.C. STANDAND, CSIT42, NEVISEO

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NO SCALE

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R.O.W. No. 0-KL-0049-R Page 1 of 1

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SOUTHERN PACIFIC T.P.T.N. CO. MP=CF-471.27 P.G.T. M.P. NO. 552.0

ATTACHMENT'D'

A strip of land of the uniform width of 50.00 feet located in the Northwest Quarter of Section 36, Township 32 South, Range 7 East, W.M., Klamath County, Oregon, and lying 25.00 feet on each side of the following described centerline, to wit:

Commencing at the Section Corner common to Sections 25, 26, 35, and 36 of Township 32 South, Range 7 East, W.M., Klamath County, Oregon; and run thence South 60° 06' 20" East (Bearings are Grid, Oregon Coordinate System of 1927, South Zone, and derived from control surveys performed by E.H. Schmidt Corporation for Pacific Gas Transmission Company), a distance of 1820.11 feet to a point on the Westerly Right of Way line of the Southern Pacific Railroad, said point lying approximately 30 feet Northerly of an existing Pacific Gas Transmission Company Pipeline, and being the TRUE POINT OF BEGINNING for this description; thence South 80° 24' 23" East, parallel to and approximately 30 feet Northerly of said existing pipeline, a distance of 207.05 feet to a point on the Easterly Right of Way line of said railroad, and the terminus of this description.

Containing 0.24 Acre, more or less.



Dwight M. Bartleson Oregon Professional Land Surveyor No. 2166LS

April 14, 1992



60.00 FEE

By Dain - neric