

89583

10-13-94P02:29 RCVD

Page 1 of 3

## EASEMENT AGREEMENT

DEED

AUDIT NO. 68784

SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation, hereinafter called "Southern Pacific," in consideration of the sum of FIVE Hundred and 40/100 Dollars (\$ 500.00 ) paid by PACIFIC GAS TRANSMISSION COMPANY, a California 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 least 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

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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, the easement;

(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:

(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.

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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 12th day of May, 1992.

SOUTHERN PACIFIC TRANSPORTATION COMPANY

ATTEST

B. Medina  
ASSISTANT SECRETARY

By

W. E. Swallow  
(Title)

Director  
Contracts and Joint Facilities

PACIFIC GAS TRANSMISSION COMPANY

By

W. G. Harris  
(Title) LAND MANAGER.

By

(Title)

STATE OF CALIFORNIA )

County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1992, before me, \_\_\_\_\_, a Notary Public of said state, personally appeared \_\_\_\_\_, personally known to me (or proved 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 F. Cooley  
DANIEL F. COOLEY

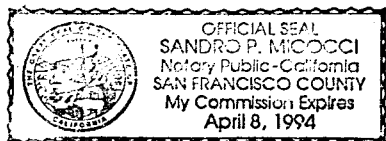
STATE OF CALIFORNIA }  
City and County of San Francisco } SS.

On this 12<sup>th</sup> day of May, in the year of Nine Hundred Ninetytwo  
one before me, Sandro P. Micocci, a Notary Public in and for the City and County of  
San Francisco, State of California, personally appeared W. E. FOWLER, personally  
known to me (or proved to me on the basis of satisfactory evidence) to be the DIRECTOR  
CONTRACTS AND JOINT FACILITIES, of the Corporation described in and that executed  
the within instrument, and also known to be the person who executed it on behalf of the  
Corporation therein named and acknowledge to me that such Corporation executed  
the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at my office  
in the City and County of San Francisco, the day and year in this certificate  
first above written.

Corporation Sandoz  
Notary Public in and for the City and County of San Francisco, State of California

My Commission Expires April 8, 1994



62-4202 Notary (General) Rev. 8/91

STATE OF <u>California</u> COUNTY OF <u>San Francisco</u>	} SS. On <u>May 18, 1992</u> before me, the undersigned, a Notary Public for said State, personally appeared <u>Wil G. Thomas</u>	<b>CAPACITY CLAIMED BY SIGNER</b>
I 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.		<input type="checkbox"/> Individual(s) Signing For Oneself/Themselves <input type="checkbox"/> Corporate Officer(s) of the Above Named Corporation(s) <input type="checkbox"/> Guardian of the Above Named Individual(s) <input type="checkbox"/> Partner(s) of the Above Named Partnership(s) <input type="checkbox"/> Attorney(s)-in-Fact of the Above Named Principal(s) <input type="checkbox"/> Trustee(s) of the Above Named Trust(s)
WITNESS my hand and official seal. <u>Dino Angelosante</u> Signature	 OFFICIAL SEAL DINO ANGELOSANTE NOTARY PUBLIC - CALIFORNIA CITY AND COUNTY OF SAN FRANCISCO My Commission Expires June 24, 1994	<input checked="" type="checkbox"/> Other <u>PGT</u> <u>Land Manager</u>

31977

APPROVED AS TO CORPORATE OWNER

*A. J. [Signature]*  
FOR VALUATION ENGINEER

DESCRIPTION CORRECT

*Phillip Z. Kite*  
FOR CHIEF ENGINEER

Form Approved:

*Sam [Signature]*  
General Attorney

MAY 12 1992  
P.A. MARTIN

COUNTERSIGNED  
L.C. VANDERBURY  
BY *[Signature]*  
CONTROLLER



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.

Unofficial Copy



Kirk

Attachment C

1. **STROUT**  
Pipelines included under these specifications are those intended to carry oil, gas, petroleum products, or other flammable, highly volatile, or hazardous substances under pressure.
2. **DEFINITIONS**  
a. Pipelines under railway tracks shall be metal and encased in a larger pipe or conduit called the casing pipe as indicated in Figure 1. Design shall be based on superimposed loads in combination with internal pressure, external loads and installation loads.  
b. Pipelines shall be installed under tracks by dry boring or jacking.  
c. Pipelines shall be located, where practicable, in cross tracks at approximately right angles to the track but preferably at not less than 45 degrees and shall not be placed within 6 feet of any railway bridge, building or structure, or within 10 feet of any railway bridge, building or structure, and then by special design as approved by the Chief Engineer.  
d. Steel carrier pipe under secondary or industry tracks or on facilities not under a railway track may be installed under a casing pipe under permission of the Chief Engineer.  
e. Pipelines laid longitudinally on railway right-of-way shall be protected as far as practicable from any tracks or other important structures. If located within 50 feet of the center line of any track or where there is danger of damage from leakage in any bridge, building or structure, the casing pipe shall be encased or of special design as approved by the Chief Engineer.  
f. Any replacement of a carrier pipe shall be considered a new installation, subject to the requirements of these specifications.  
g. Signs to indicate location of pipeline, location of right-of-way line for crossing, and location of the "No Trespassing" sign for the pipeline, are to be installed and maintained by the pipeline company.  
h. The Chief Engineer mentioned in these specifications is the Chief Engineer of the Railway Company.
3. **CARRIER PIPE**  
Pipelines carrying oil, liquefied petroleum gas, steam or manure, gas and other flammable products shall be of metal and conform to the requirements of ANSI B-31.0 and ANSI B-31.4 and other applicable codes, except that the maximum allowable stresses for design of steel pipe shall not exceed the following percentages of the specified minimum yield strength in the following longitudinal joint section of the pipe as defined in the codes:  
a. Steel welded pipe under railway tracks that is protected with a steel casing (the following percentages apply to hoop stress):  
  - (1) Seventy-five percent for installation on all pipelines.
  - (2) Fifty percent for pipelines carrying liquefied petroleum gas and other flammable liquids with low flash point.
  - (3) Sixty percent for installations on gas pipelines.
- b. Steel pipe without a casing under secondary or industry tracks (the following percentages apply to the sum of the hoop stress due to the maximum anticipated internal pressure and the lateral ring stress due to external loads):  
  - (1) Sixty percent for installations on all pipelines.
  - (2) Forty percent for pipelines carrying liquefied petroleum gas and other flammable liquids with low flash point.
  - (3) Fifty percent for installations on gas pipelines.
- c. Steel pipe laid longitudinally on railway right-of-way without the protection of a casing:  
  - (1) Sixty percent for installation on all pipelines.
  - (2) Forty percent for pipelines carrying flammable liquids with low flash point.
  - (3) Fifty percent for installations on gas pipelines.
- The pipe shall be laid with sufficient slack so that it is not in tension.  
The maximum allowable stress in the carrier pipe on either side of the crossing shall be specified above, the design of the crossing shall be designed at the same stress as the adjacent carrier pipe.
4. **CASING PIPE**  
Casing pipe and joints shall be of factory construction, capable of withstanding superimposed loads (Cooper E-90), minimum size and thickness based upon superimposed loads only and it is the responsibility of the installer to provide a casing which is adequate for the loads that result during installation. If additional loads are encountered by the pipe, the casing shall be extended correspondingly by the pipe company.  
Steel casing pipe to have a minimum wall thickness of 35,000 psi. When casing steel, casing is not collectively of a protective thickness shown in Table 2 shall be increased to the nearest standard size which is a minimum of 0.065 inch. Casing thickness shown in Figure 1 are measured perpendicular to the track.
5. **CONSTRUCTION**  
a. Casing pipe shall be so constructed as to prevent leakage of any substance from the casing throughout its length, except through vent pipes. Casing shall be installed as shown in Figure 1, and shall be installed under the railway, and with an extra allowance for longitudinal occupancy, installation by open-trench methods shall comply with installation of Pipe Culverts, American Railway Engineering Association (AREMA), Chapter 1, Part 4.12.  
b. Dry bored or jacked installations shall have a bored hole diameter essentially the same as the outside diameter of the pipe plus the thickness of the protective casing. If it is found that the hole is too small, the hole shall be enlarged by more than one inch, the space shall be filled with concrete. Boring operations shall not be stopped if such stoppage would be detrimental to the railway.  
c. Tunneling operations shall be conducted as approved by the Chief Engineer. If voids are caused by the tunneling operation, they shall be filled by pressure grouting or by other approved methods which will provide proper support.  
d. Where casing and/or carrier pipe is cathodically protected, the Chief Engineer shall be notified and suitable test made to insure that other railway structures and facilities are adequately protected from the cathodic current in accordance with the recommendations of Reports of Corroding Committee on Cathodic Protection, published by the National Association of Corrosion Engineers.
6. **INSPECTION AND TESTING**  
ANSI and applicable codes current at time of contracting the pipeline, shall govern the inspection and testing of the facility within the railway right-of-way except that the proof testing of strength of carrier pipe shall be in accordance with the applicable ANSI code.  
7. **SUPPORTS**  
All supports, hangers or centering devices for the carrier pipe shall be so designed and constructed that no pipe shall be transmitted to the carrier pipe. The spacing of such supports longitudinally in the casing shall not be greater than 10 feet.  
8. **SEALS**  
Both ends of the casing shall be suitably sealed to the outside of carrier pipe.
9. **VENTS**  
Casing pipe, unless otherwise authorized by the Chief Engineer or as stated below, shall be properly vented. Vent pipes shall be of sufficient diameter (but in no case less than 2 inches in diameter) and shall be attached near the end of casing and project through ground surface at right-of-way lines or as far as possible from center line of nearest track. Vents shall be in an approved location, right-of-way line, and shall be in an approved location. Vent pipes to be vented and shall extend not less than 4 feet above ground surface. Top of vent pipe shall be fitted with down-turned elbow properly secured, or a rain-capped vent in locations subject to high winds and shall be supported above maximum elevation of high water and shall be supported in a manner that meets the approval of the Chief Engineer. Vents shall be at least 4 feet vertically from aerial electric wires.
10. **ERECTOR AND TEST PIT**  
Excavations and test pits shall be a minimum distance of twenty feet from the centerline of the nearest track. Swearing plans and calculations may be required to be submitted prior to construction per AREMA manual and its supplement. 1. Fibre optic cable boxes may be used to determine if applicant shall call (607) 200-1001. Applicant shall call prior to fiber optic test location and arrange inspection, digging to verify location and arrange inspection.

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

NO SCALE  
REVISED JAN. 1, 1980

PAC-31980-ND-03-17-82-REVISED

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1 of 2



## 10. DEPTH OF INSTALLATION

Refer to Figure 1 for minimum cover depths for pipeline crossings. Pipelines laid longitudinally on railway right-of-way 20 feet or less from the nearest track, shall be buried not less than 5 feet from ground surface to top of pipe. Where pipelines are laid more than 20 feet from center line of track, minimum cover shall be at least 4 feet.

## 11. SHUT-OFF VALVES

Accessible emergency shut-off valves shall be installed within effective distances each side of the railway as agreed to by the Chief Engineer and the pipeline company. Where pipelines are provided with automatic central stations of locations and suitable distances approved by the Chief Engineer, no additional valves shall be required.

## 12. APPROVAL OF PLANS

Plans for proposed installation shall be submitted to Regional Engineer and must meet the approval of the Chief Engineer before construction is begun. Plans shall be drawn to scale showing location of proposed pipeline survey railway tracks, single or double, including all tracks and railway facilities, station, right-of-way, and any other features of the pipeline, such as valves, manholes, vents, crossings, etc., located on railway property.

Cross section of profile shall show pipe line and appurtenant features as to the tracks and surrounding ground.

The attention of the work on railway right-of-way shall be subject to the inspection and direction of the Regional Engineer or his authorized representative.

The plans shall contain the date that is required on the application form (C.E. 41708, SR. II). The application form shall be completely filled in.

## 13. EXECUTION OF WORK

The Pipeline Agreement and Contractor's Right of Entry Agreement shall be fully executed before any work will be allowed on railway right-of-way. The execution of the work on railway right-of-way, including the supporting of tracks, shall be subject to the inspection and direction of the Regional Engineer. A minimum 5 feet notice to railway is required prior to entry on right-of-way for construction.

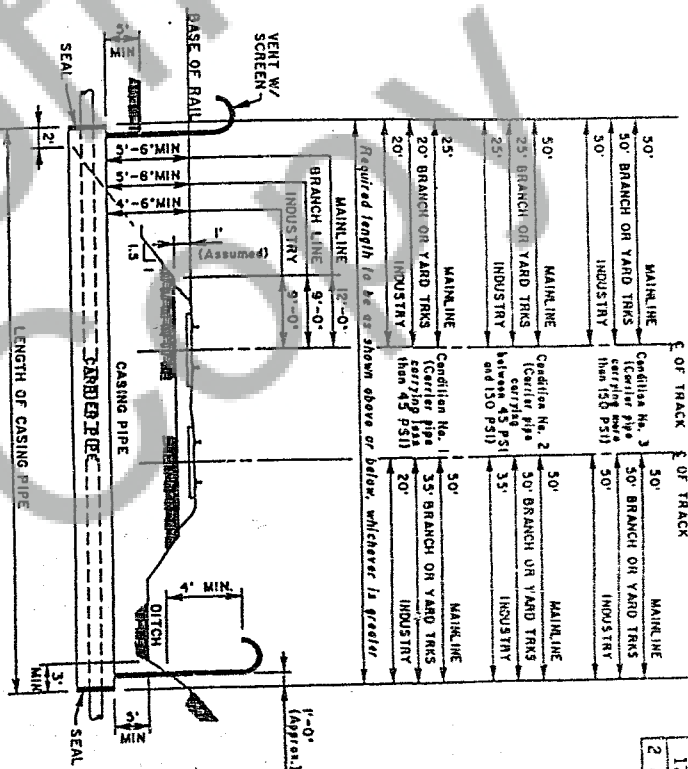
Table 1  
Data for Determining  
Minimum Size Casing

NOMINAL PIPE SIZE STEEL	NOMINAL PIPE SIZE CASTING
3/4"	2"
1"	2 1/2"
1 1/2"	3 1/2"
2"	4 1/2"
2 1/2"	5"
3"	6"
3 1/2"	8"
4"	10"
4 1/2"	12"
5"	14"
5 1/2"	16"
6"	18"
6 1/2"	20"
7"	24"

Table 2  
Data for Determining  
Minimum Wall  
Thickness

NOMINAL PIPE SIZE (inches)	MINIMUM WALL THICKNESS (inches)
13" & UNDER	0.1875
14"	0.1875
16"	0.2000
18"	0.2125
20"	0.2250
22"	0.2375
24"	0.2500
26"	0.2625
28"	0.2750
30"	0.2875
32"	0.3000
34"	0.3125
36"	0.3250
38"	0.3375
40"	0.3500
42"	0.3625
44"	0.3750
46"	0.3875
48"	0.4000
50"	0.4125
52"	0.4250
54"	0.4375
56"	0.4500
58"	0.4625
60"	0.4750
62"	0.4875
64"	0.5000
66"	0.5125
68"	0.5250
70"	0.5375
72"	0.5500
74"	0.5625
76"	0.5750
78"	0.5875
80"	0.6000
82"	0.6125
84"	0.6250
86"	0.6375
88"	0.6500
90"	0.6625
92"	0.6750
94"	0.6875
96"	0.7000
98"	0.7125
100"	0.7250

CASING REQUIREMENTS - FIG. 1



SOUTHERN PACIFIC LINES  
COMMON STANDARD  
PIPE LINES  
FOR FLAMMABLE & HAZARDOUS  
SUBSTANCES ACROSS OR ALONG  
RIGHT OF WAY  
NO SCALE  
REVISED JAN. 1, 1900

PK  
5-11-92

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R.O.W. No. 0-KL-0049-R

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

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.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

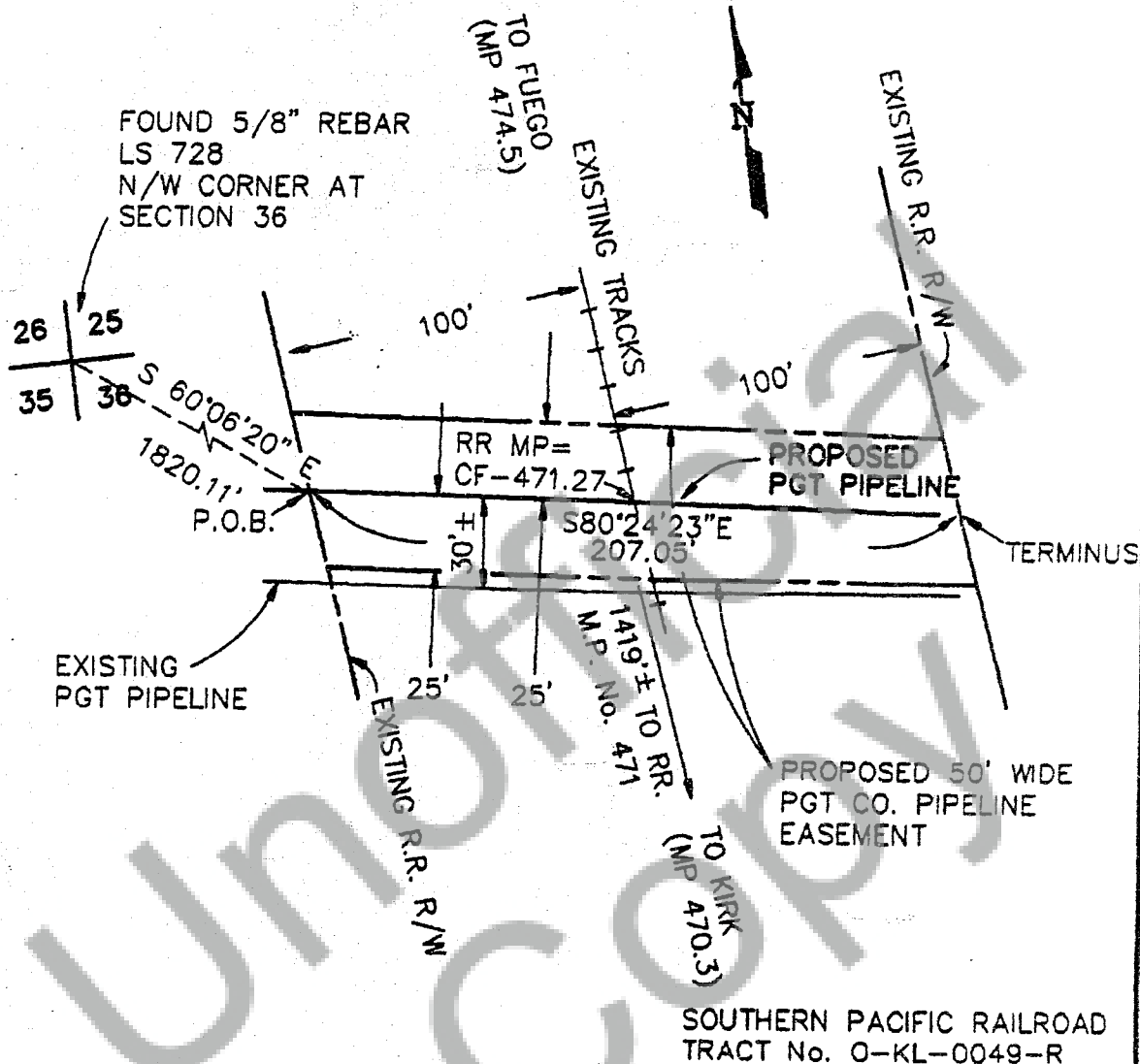
*Dwight M. Bartleson*

OREGON  
JULY 28, 1966  
DWIGHT M. BARTLESON  
02166LS

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

April 14, 1992

**KLAMATH COUNTY, OREGON**  
**NW 1/4 of SEC. 36, T-32-S, R-7-E, W.M.**  
**PGT M.P. 552.0**



SOUTHERN PACIFIC RAILROAD  
 TRACT No. O-KL-0049-R

A. 10-8-91		ISSUED FOR AQUISION	7779	DAA			
NO.	DATE	DESCRIPTION	W.O.	DR.	CH.	APPROVALS	
<b>RECORD OF APPROVALS AND CHANGES</b>							
W.O. 7779		<b>PIPELINE CROSSING</b> <b>SOUTHERN PACIFIC RAILROAD</b> <b>RIGHT-OF-WAY EASEMENT AT M.P. 552.0</b> <b>PACIFIC GAS TRANSMISSION COMPANY</b> <b>SAN FRANCISCO, CALIFORNIA</b>			SUPERSEDES		
SUPV U.E.I.					SHEET 1 OF 1 SHEETS		
DSGN U.E.I.					DRAWING NUMBER		
DWN U.E.I.					700-E-RX-1148		
CHKD					CHANGE		
SCALE: 1" = 50'					B		

FILE INFO: 09/19/91 9:28 SN T12

PREPARED BY UNIVERSAL ENSCO, INC.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of PGT the 13th day  
 of Oct A.D., 19 94 at 2:29 o'clock P. M., and duly recorded in Vol. M94  
 of Deeds on Page 31973

FEE 60.00

Evelyn Biehn County Clerk

By Donna G. Nordin