

89584

10-13-94P02:29 RCVD

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DEED

AUDIT No. 108783

## EASEMENT AGREEMENT

SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation, hereinafter called "Southern Pacific," in consideration of the sum of Five Hundred and no/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 Chemult, 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.

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

S. G. Medina  
ASSISTANT SECRETARY

By W. E. Fowler  
(Title) Director  
Contracts and Joint Facilities

PACIFIC GAS TRANSMISSION COMPANY

By W. J. Thomas  
(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

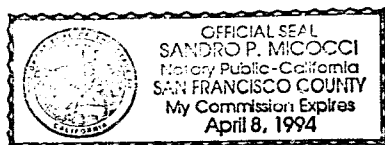
STATE OF CALIFORNIA }  
City and County of San Francisco } SS.

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 \_\_\_\_\_  
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

<p>STATE OF <u>California</u> } COUNTY OF <u>San Francisco</u> } SS.</p> <p>On <u>May 21, 1992</u> before me, the undersigned, a Notary Public for said State, personally appeared <u>Wil G. Thomas</u></p> <p><input checked="" type="checkbox"/> personally known to me -OR- <input type="checkbox"/> 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.</p> <p>WITNESS my hand and official seal.</p> <p><u>Dino Angelosante</u> Signature</p>	<p><b>CAPACITY CLAIMED BY SIGNER</b></p> <p><input type="checkbox"/> Individual(s) Signing For Oneself/Themselves</p> <p><input type="checkbox"/> Corporate Officer(s) of the Above Named Corporation(s)</p> <p><input type="checkbox"/> Guardian of the Above Named Individual(s)</p> <p><input type="checkbox"/> Partner(s) of the Above Named Partnership(s)</p> <p><input type="checkbox"/> Attorney(s)-in-Fact of the Above Named Principal(s)</p> <p><input type="checkbox"/> Trustee(s) of the Above Named Trust(s)</p> <p><input checked="" type="checkbox"/> Other <u>PGT</u> <u>Land Manager</u></p>
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APPROVED AS TO CORPORATE OWNER:

FOR VALUATION ENGINEER

Approved:

General Attorney

DESCRIPTION CORRECT

Phillip Z. Kite

FOR CHIEF ENGINEER

COUNTERSIGNED  
L.C. YARBERRY  
CONTROLLER

P.A. MARTIN  
MAY 12 1992



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









SOUTHERN PACIFIC T.P.T.N. CO. MP=CF-506.66  
P.G.T. M.P. NO. 516.5

A strip of land of the uniform width of 50.00 feet located in the Northwest Quarter of Section 5, Township 27 South, Range 8 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 31 and 32 of Township 26 South, and Sections 5 and 6 of Township 27 South, Range 8 East, W.M., Klamath County, Oregon; and run thence South 56° 58' 51" 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 1344.18 feet to a point on the Easterly Right of Way line of the Southern Pacific Railroad, said point lying approximately 30 feet Southerly of an existing Pacific Gas Transmission Company Pipeline, and being the TRUE POINT OF BEGINNING for this description; thence South 45° 27' 20" West, parallel to and approximately 30 feet Southerly of said existing pipeline, a distance of 347.49 feet, more or less, to a point on the Westerly Right of Way line of said railroad, and the terminus of this description.

Containing 0.40 Acre, more or less.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Dwight M. Bartleson*

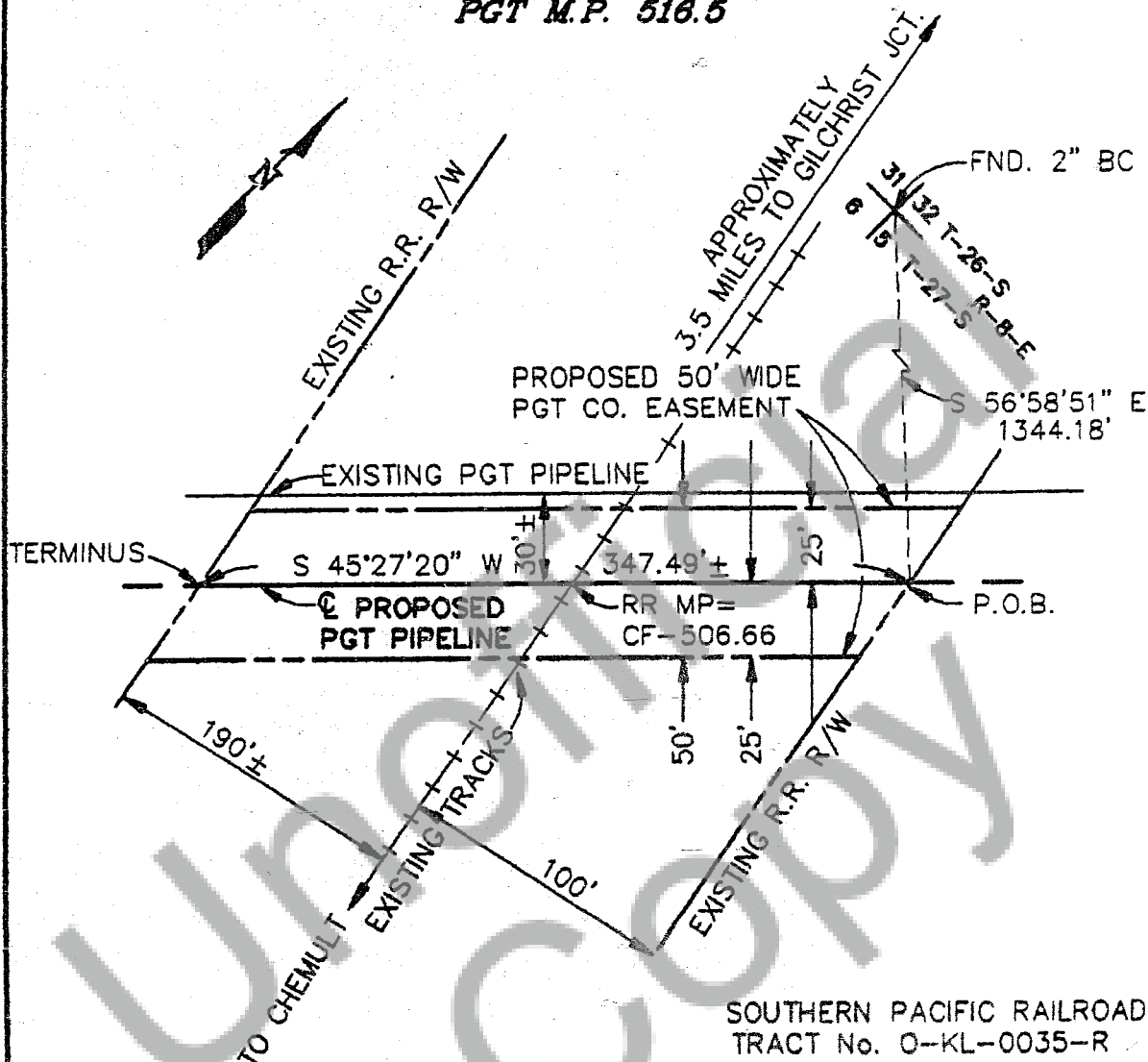
OREGON  
JULY 28, 1985  
DWIGHT M. BARTLESON  
02166LS

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

April 14, 1992

ATTACHMENT 'E'

**KLAMATH COUNTY, OREGON**  
**NW 1/4 of SEC. 5, T-27-S, R-8-E, W.M.**  
**PGT M.P. 516.5**



**SOUTHERN PACIFIC RAILROAD**  
**TRACT No. O-KL-0035-R**

W.O.	7779	Issued for Aquisition		7779	DAA	APPROVALS	
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. 516.5</b> <b>PACIFIC GAS TRANSMISSION COMPANY</b> <b>SAN FRANCISCO, CALIFORNIA</b>				SUPERSEDES	
SUPV	UEI					SHEET 1 OF 1 SHEETS	
DSGN	UEI					DRAWING NUMBER	
DWN	UEI					700-E-RX-1145	
CHKD	UEI					CHANGE	
SCALE:	N.T.S.					B	

FILE INFO: 09/19/91 14:43 SN T12

PREPARED BY UNIVERSAL ENCO, 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 31984

FEE \$60.00

Evelyn Biehn County Clerk  
 By Pauline G. Nicksch