10-13-94P02:29 RCVD

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DEED

EASEMENT AGREEMENT

AUDIT No. 68183

SOUTHERN PACIFIC TRANSPORTATION COMPANY, Delaware corporation, hereinafter called "Southern Pacific," consideration of the sum of Five Hundred and no pollars (\$ 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 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 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

Page 2 of 3

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.

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 12thday of May, 1992. SOUTHERN PACIFIC TRANSPORTATION COMPANY Contracts and Joint Facilities ISTANT SECRETARY PACIFIC GAS TRANSMISSION COMPANY (Title) STATE OF CALIFORNIA County of 1992, before me, appeared to me on the basis of satisfactory evidence) to be the person who executed the within instrument as 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

City and County of San Francisco } SS.	
On this day of, in the year of Nine one before me, Sandro P. Micocci, a Notary Public in are San Francisco, State of California, personally appeared known to me (or proved to me on the basis of satisfactor CONTRACTS AND JOINT FACILITIES, of the Corporation 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 an in the City and County of San Francisco, the day and years.	W. E. FOWLER, personally ny evidence) to be the DIRECTOR of described in and that executed who executed it on behalf of the it such Corporation executed the affixed my seal at my office
first above writted	<u> </u>
Corporation Notary Public in and for the City and County of San France	sco, State of California
My Commission Expires April 8, 1994 62-4202 Notary (General) Rev. 8/91	
	CAPACITY CLAIMED BY SIGNER
STATE OF California SCOUNTY OF San Francisco ss.	[] Individual(s) Signing For Oneself/Themselves
On May 21, 1412 before me, the undersigned, a Notary Public for said State, personal	[] Corporate Officer(s) of the Above Named Corporation(s)
appeared Wil G. Mon 23	
-4-11-22-1	Partner(s) of the Above Named Partnership(s)
[L] personally known to me -OR-[] proved to me on the basis of satisfactory evidence to be the person(s) who name(s) is/are-subscribed to the within instrument and acknowledged to me that he/sire/they executed the same	Attorney(s)-in-Fact of the Above Named Principal(s)
his her their authorized capacity (ies), and that by his her/meir signature as on the historical of the historical signature as a signature of the historical signature of	Or [] Trustee(s) of the Above Named Trust(s)
the entity upon behalf of which the person(s) acted, executed the instrument.	Nother 7
WITNESS my hand and official seal. OFFICIAL SEAL DINO ANGELOSANTE NOTARY PUBLIC - CALIFORNIA	Land Manager
CITY AND COUNTY OF SAN FRANCISCO My Commission expires June 24, 1994 Signature	

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

ST CONTROLLER

COUNTRICKEN

COU

FOR CHIEF ENGINEER

DESCRIPTION CORRECT

General Autorney

in Approved:

FOR VILLA LOS SESINEER

APPROVED AS TO CORPORATE OWNER :

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.

SOUTHERN PACIFIC CHICAGO ST. LOUIS CORP. ST. LOUIS SOUTHWESTERN RY. CO. ORN C.E. 41709, SHEET I DAYA REQUIRED FOR PROPOSED PIPELINE ACROSS OR ALONG RIGHT OF WAY BEALSED TWY C 1880

S.P. TELECON AT 18001 283-4237 TO VERIFY LOCATION AND FRIOR TO DISSING WINIMUM OF 5 DAYS NOTICE REQUIRED PRIOR TO ENTRY FOR CONSTRUCTION

UNDERGROUND FIBRE OFFIC CABLE WAY BE LOCATED ON RIGHT-OF-WAY. CONTACT

APPROXIMATE DATE WORK WILL BE DONE

2. GENERAL REQUIREMENTS

Pipelaes included under these specifications are those included to early of, and, petudenne products, or other flummobile, highly subplife, or harardous substances under pressura.

ATTACHDENT

T SCOUL

a. Pipeline's under relivor tracks shall be motal and enemed in a larger pipe air tendar cells of the casing pipe as indicated in tiver 8. I superintegrate the desired of the casing pipe as indicated in tiver 8. I superintegrate the desired track and to the combination (Cooper E-180) leading with applicable impact in combination with internal present external leads and in letterior leads.

Pipelines shall be located, where practicable, to cross trocks at appearamently right angles thereto but preferably and not less than 4% degrees and shall not be placed within a culvert, under rather beings not close than 10% test to any position of any railway bridge, building or other important structure, at any railway bridge, building or other important structure, except in special coxes and then by special resign as approved by the Chief Engineer. Pipelines shall be installed under tracks by dry boring burysof 10

d. Steel corrier pipe under accandury or industry frocks or no railway right-of-way not under a railway frack may be installed without cosing by permission of the Chief Engineer, installed without cosing by permission of the Chief Engineer.

Pipelines told langitudinally on railway right-al-way shall be located as law as practicable from any tracks at other important structures. If located within 50 feet of the context and of any track or where there is danger of damage from techage is any bridge, building or to structure, the context pipe shall be excessed or of special design as upproved by the Chief Engineer.

Any replacement of a corrior pipe shall be considered a new histoliation, subject to the requirements of these specifications, 9. Signs to indicate faccition of pipeline, (located at right-a-way, 9. Signs to indicate faccition of pipeline, 100 to faccitive fine for crossings and a minimum of every 500 to faccitive fine for crossings and a minimum of every 500 to faccitive fine pipeline. company.

The Chief Engineer mentioned in these specificulinas is the Chief Engineer of the Italiway Company.

3. CARRIER FIFE

Phylline corrying all liquilité pétaleum que, acturel or monutacturel que une cline llomamble proniett a bail to al metal and contain de late equiraments al ANSI ID-3MB and ANSI ID-3MA and other applicable codes, accept that the maximum allewable streams de cline is teal play shall not exceed the following percentiques delign of steal play shall not exceed the following percentiques and the specified minimum yield strength multipliet by tengthudinel plant (action) of the place as declined in the codes:

a. Steet welded pipe under railway tracks that is protected with a steet cosing tihe following percentages apply to hoop strassis

3 2≘ Fifty percent for pipelines corrying figulfied potroleum gas and other flammable liquids with low flash paint.
Staty percent for installations on gas pipelines. Seventy-two percent for installation on all pipelines.

Steel pipe without a casing under secondary or industry feachs (the following percentages apply to the sum of the book siress due to the monitorium anticipated internal pressure and the flexural ring stress due to external loads): Ξ

Sixty percent for installations on all pipelines

2 Forty percent for pipelius carrying liquefied petroloum gas and other flammable liquids with low flash point. Fifty percent for installations on gas pipelines.

Stact pipe laid longitudinally on railway right-of-way without the protection of a casing.

distance of teachy feet train the containion of training of teachy feet train the contection of the nearest track. Studing plans and colculation to the new part of the nearest track studing plans and colculation of the new part of the construction per Attle, manual and SP suptement.

Fibre Optic coble lines may be on the right-of-way, the applicant that coll (0.00)203-4237 to determine it fibre optic cobles or a present, Applicant that coil price to digging to verify location and arrange inspection.

shall be fold with sufficient slack so that it is

It the maximum allowable stress in the earrier pipe on either side of the crossing is less than specified above. The curier pipe of the crossing state to designed at the same stress as the uducent certific pipe.

4. CASHIO FIFE

Casing pine and joints shall be at leakproof construction, of a capable at withstunding tailway looding (Cooper E-10), capable at withstunding tailway (Cooper E-10), capable at withstunding tailway (Cooper E-10), capable at a minimum blethess based upon suprimposed toads only and it is he responsibility of the installer to provide a costing which is adequate for the loads that result during installation, the additional tracks are constructed in he there is called the distinct of the control of the three tends of the provide at the control of the three tends of the cooper provide at the control of the cooper provide at the control of the cooper provide at the control of the cooper provided at the control of the cooper provided at the control of the cooper to the

S. CONSTRUCTION

a. Couling pipe shall be so constructed as to prevent techoose of any substance from the coaling throughout its tength, esterpt through vent pipes. Coaling shall be so installed as to prevent the formation of a veterory under the relivery and with an even bearing throughout its tength, and shall stopp a very bearing throughout its tength, and shall stopp and tength of longitudinal accupancy). Installations to prevent the property and the property of the prop Assoc. (AREA), Chapter t. Pert 4.12.

b. Dry bared or jecked installations shall have a bared has diameter essentially has some as the autiste diameter of the pipe fluid the thickness of the protective cealing. It solds should develop or If the bared hale diameter is greater than the autistic diameter is the pipe (including coaling) by more than one inch, the space shall be filled by grouting or other canadid measures as approved by the Chief Eighner. During operations shall not be a supposed it such stoppage would be definited to the relivous Tunneling operations should be conducted as approved by the Chief Engineer. It voids are coused by the tunneling operations, they shall be filled by pressure greating or by other approved mathods which will provide proper support.

d. Where cosing and/or corrier pipe is calhodically protected, the Clief Engineer shall be notified and suitable lost made to insure that other childry structure and facilities are adequately protected from the calhodic current in accordance with the recommendations of Report to 1 Corrielling Committee on Cathodic Protection, published by the Hattonal Association of Corrosion Engineers

(the following percentages apply to hoop stress):

(1) Sity percent for installation on all pipelines.

(2) I orly percent for installation on all pipelines.

(3) I orly percent for installation on gos pipelines.

(3) Furly percent for installations on gos pipelines.

7. SUPPORTS

ANSI code.

ANSI and applicable orders current at time of contracting the pipeline. All queren the inspection and testing of the tectifity willim the colleap right of two accept that he produced to strong to strong the contract pipe and the fine ordered with the applicable

6. INSPECTION AND TESTING

All supports, insufoliant or centering devices for the cerrier pipe shall be the derigned and constructed that no loads from the roadbed, facts, trollic or casing sipe first ore transmitted to the corier pipe. The specing of such supports longitudinally in the center of a greater than 10 feet.

8. SEALS Both ends of the casing shall be suitably seeled to

the outside of corrier pipe.

9. WENTS

Casing pipe, unless otherwise outhorized by the Note Engineer or as stored below, shell be properly wonled. Well Engineer or as stored below, shell be properly wonled. Year hipse should be at sufficient demeter that in me case less than 2 inches in diameter) and shell be affected near the rot of costing and project thy such ground suffect of statuted way lines or not less than the distances.

specified in Figure I (measured at right employ) from center line of nearest track. When cashing does not retend to right-of-way fine, the west must be in an expensed occasion, Year pipe if not located on right-of-way fine is to be protected with red posts or equivalent.

Year pipe to be verified and shell extend not less than 4 feet above spoon savetee. Top of vent pipe shall be filled with down-turned albow properly screened, or a relief valve, with down-turned albow properly screened, or a relief valve, with down-turned albow properly screened, or a relief valve, with down-turned albow properly screened, or a relief valve, with down-turned albow properly screened, or a relief valve, when a supported end soutce of in a manner that meets the approved of the vent legacy shall be all legacy.

gerial electric wires.

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

REVISED JAN. 1, 1990

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TO DEPTH OF INSTALLATION

Pipelines leid longitudinally on taking rights-of-way 30 feel or less from center line of track, what be builed not less than 5 feel from ground settles to the 50 feel from the souther than 50 feel from center line 90 feet from center line 40 feel. Refet to Figure t for minimum cover depths for pipuline crossings.

11. SHUT-OFF VILVES

Accessible unargency shul-off valves shall be installed within effective distances such tide of the railway as agreed to by the Chief Engineer and the physics company. Where physics was provided with automatic central stallens of incubious and within distances approved by the Chief Engineer, no additional volves shall be required.

Plans for propered installation shall be ushalled to finefance Englaner and must have approved as the Chair Englaner to the constitution is begin. Plans which be down to some who they shall on a propered pointed by rilled tracks are major of some who the particular or relary survey satisfact rights and one of open property survey. Plans half include all appropriate to the property and the property control of the property states of the property states of the property states. IR. APPROVAL OF PLANS

Cross section or profite shall show pipe line and appurlament, features as to the tracks and surrounding ground.

The execution of the work on rollway rights-of-way shall be subject to the inspection and direction of the Regional Engineer or his outhorized apresentalive.

The plant shall centain the data that is required on the application form (C.E. 41708, SH. 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 rights—of—way. The execution of the work on railway rights—of—way, including the supporting of tracks, shall be subject to the impection and direction of the Regional Engineer. A maintainm of 5 days note to citizely is required prior to entry on right—of—way for construction.

16° 20° 22° 24° 24°	4 N. O.	3 1/2 6 8 12 12 12 12 12 12 12 12 12 12 12 12 12	3 (4 2 22 22 1 22 1 22 1 22 1 22 1 22 1 2	NOMINAL HOMINAL SIZE CARRIER CASING	Table 1 Table for Determining Minimum Size Oasleg
520°	40° 42° 44° 8 46°	74, 9 76, 10, 28,	14. B. UNDER 16. 20. B. 22. 24. 26.	HOMINAL DIAMETER (Inches)	Tabl Gestag With Fro
0.636	0.55 0.55 0.55 0.55 0.55	0.373 0.340 0.340 0.369	0.280 0.280 0.380	MINIMUM WALL THICKNESS (Inches)	6 2 Cesiag Steelive Couling)

<u>~</u>	Š	: \n	MIN	ASI, OF BALL	SCREEN W			4				ĺ.						
	1		5'-6'! 4'-6'!	MIM	- 	INDUSTRY	МА	Required length	20*	20' BRANCH	25'	25'	25. BRANCH	50'	50'	50' BRANCH OR	50.	
CASING R	LE		; ;	(As	sumed)	INDUSTRY 9'-0'	+	to be as	INDUSTRY	OR YARD TRKS	MAINLINE	NOUSTRY	OR YARD TRKS	MAINLINE	INDUSTRY	OR YARD TRKS	MAINLINE	
REQUIREMENTS	ENGTH OF CASING PIPE	3ataaaa€	CASING PI					shown above or	than 45 PSI)	(Corrier pipe	Cendilian He. 18	and ISO PSI)	(Carrier pipe	Condition No. 2	1 (han 150 PSI) 1	(Carrier pipe	Condition No. 3	C OF TRACK &
5 - FIG. 1	TO TO		/	1 MIN	t .			below, whichever	20.	35' BRAHCH OH	50.	35.	50' BRANCH OR	50.	50°	SO' BRANCH OR	50'	OF THACK
	MIN 3:		OI TOH	_	ا <u>د</u>			is greeter	INDUSTRY	YARD TRKS	HAIRLIKE	IHOUSTRY	YARD THKS	MAINLINE	INDUSTRY	YARD TRKS	HAIHLINE	
		/U	MIH MIH		,a .	(Apprex.)											2 0/	1742

FOR FLAMMABLE & HAZARDOUS SUBSTANCES ACROSS OR ALONG RIGHT OF WAY SOUTHERN PACIFIC LINES NO SCALE COMMON STANDARD PIPE LINES REVISED JAN. 1, 1990

EH.C.STANDAND.CSIT42.REVIS

5-11-92

31993

R.O.W. No. 0-KL-0035-R Page 1 of 1

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 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

OREGON JULY 28, 1986 DWIGHT M. BARTLESON 02168LS

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

April 14, 1992

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

Evelyn Biehn County Clerk

By Nulline Phillipsitte

MEPARED BY UNIVERSAL ENSOLO, IN