

**RIGHT OF WAY AGREEMENT**

FRANK E. SOUTHWELL, hereinafter called first party, in consideration of value paid by PACIFIC GAS TRANSMISSION COMPANY, a California corporation, whose address is 213 W. Sisters Avenue, Redmond, OR 97756-0123, hereinafter called second party, the adequacy and receipt where of are hereby acknowledged, hereby grants to second party the right to excavate for, install, replace (of the initial or any other size), maintain, use and remove such pipe line 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 lines 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 thirty-five feet 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:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

It is agreed between the parties that as soon as second party has completed the installation of the initial pipeline the aforesaid parcel (s) shall be restricted to the following:

That portion of the said lands of first party above described lying between lines parallel to and situate fifteen (15) feet to the north and twenty (20) feet to the south (going in a general westerly direction through the State of Oregon) measured at right angles from the center line (or tangent thereof if a curve) of the initial pipe as actually laid by the second party across the said lands of first party, or adjacent thereto if the initial pipe is not actually laid on the said lands of the first party, such parallel line or lines being extended to the boundary lines of the said lands so as to enclose the right-of-way and easement.

Second party may 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. A copy of said Notice shall be delivered to first party.

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.

Returned to:  
PGT  
48 HAWTHORNE STREET  
MEDFORD, OR 97504

32654

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, 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 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.

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 pipelines or any other facilities.

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 19th day of SEPTEMBER, 1994.

Executed in the presence of:

Gregg A. McCleary  
Witness

Frank E. Southwell  
Frank E. Southwell

PACIFIC GAS TRANSMISSION COMPANY

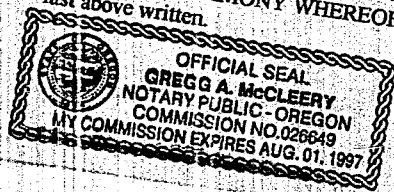
By: W. G. Thomas  
W. G. Thomas, Land Manager

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

STATE OF OREGON, }  
County of Klamath } SS.

BE IT REMEMBERED, That on this 19th day of September, 1994, before me the undersigned, a Notary Public in and for said County and State, personally appeared the within named Frank E. Southwell, known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Gregg A. McCleary  
Notary Public for Oregon  
My commission expires 8/1/97

Parcel 1: Beginning at the Quarter Section corner common to Sections 19 and 20, Township 39 South, Range 10 East, Willamette Meridian; thence North along the East line of Section 19, Township 39 South, Range 10 East, Willamette Meridian, 868.5 feet; thence along the arc of a 12 1/2° circle which is the Southerly boundary of the right-of-way of the U.S.R.S. canal to a point which bears North 80° 14' West 520.5 feet; thence South 955.3 feet; thence East 507.5 feet to the place of beginning, containing 10 acres, more or less.

Parcel 2: A tract of land situated in the Southeast Quarter of the Northeast Quarter of Section 19, Township 39 South, Range 10 East, Willamette Meridian, described as follows: beginning at a point on the Southerly line of the Northeast Quarter of Section 19, Township 39 South, Range 10 East, Willamette Meridian, which lies 524.8 feet West from the stone which marks the Quarter Section corner common to Sections 19 and 20, Township 39 South, Range 10 East, Willamette Meridian, and running thence in a Northerly direction parallel to the East line of said Section 19 a distance of 976 feet more or less to a point on the Southerly right-of-way boundary of the U.S.R.S. "B" Canal; thence in a general Westerly direction parallel to the East line of said Section 19 and 867.8 feet Westerly from the same when measured on a line parallel to the South line of the Northeast Quarter of said Section 19; thence in a Southerly direction parallel to the East line of said Section 19 a distance of 878.6 feet more or less to a point on the South boundary of the Northeast Quarter of said Section 19; thence Easterly along the South boundary of the Northeast Quarter of said Section 19 a distance of 343 feet to the point of beginning, said tract containing 8 acres, more or less.

EXCEPTING THEREFROM: Beginning at a point on the Northerly right-of-way line of Short Road from which point the East Quarter corner of Section 19, Township 39 South, Range 10 East, Willamette Meridian, bears South 00° 21' 40" West 30.00 feet and South 89° 37' 22" East 867.80 feet; thence North 00° 21' 40" East 832.81 feet to the Southerly right-of-way line of the U.S. Bureau of Reclamation's "B" Canal; thence along said right-of-way line 42.92 feet along the arc of a 272.65 foot radius curve to the left, the long chord of which bears North 44° 26' 36" East 42.88 feet; thence North 39° 56' 00" East 249.05 feet; thence 83.18 feet along the arc of a 45.49 foot radius curve to the right, the long chord of which bears South 87° 41' 06" East 72.06 feet; thence South 35° 18' 12" East 81.08 feet; thence 58.31 feet along the arc of 459.26 foot radius curve to the left, the long chord of which bears South 38° 56' 27" East 58.27 feet; thence, leaving said canal right-of-way line, South 00° 21' 40" West 261.76 feet; thence North 89° 31' 05" West 184.70 feet; thence South 00° 21' 40" West 680.83 feet to the Northerly right-of-way line of Short Road; thence North 89° 37' 22" West 160.00 feet to the point of beginning.

SEE AMENDMENT ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

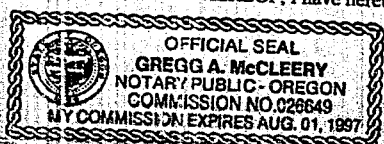
STATE OF OREGON }

County of Jackson }

ss.

On this 4th day of October, 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.

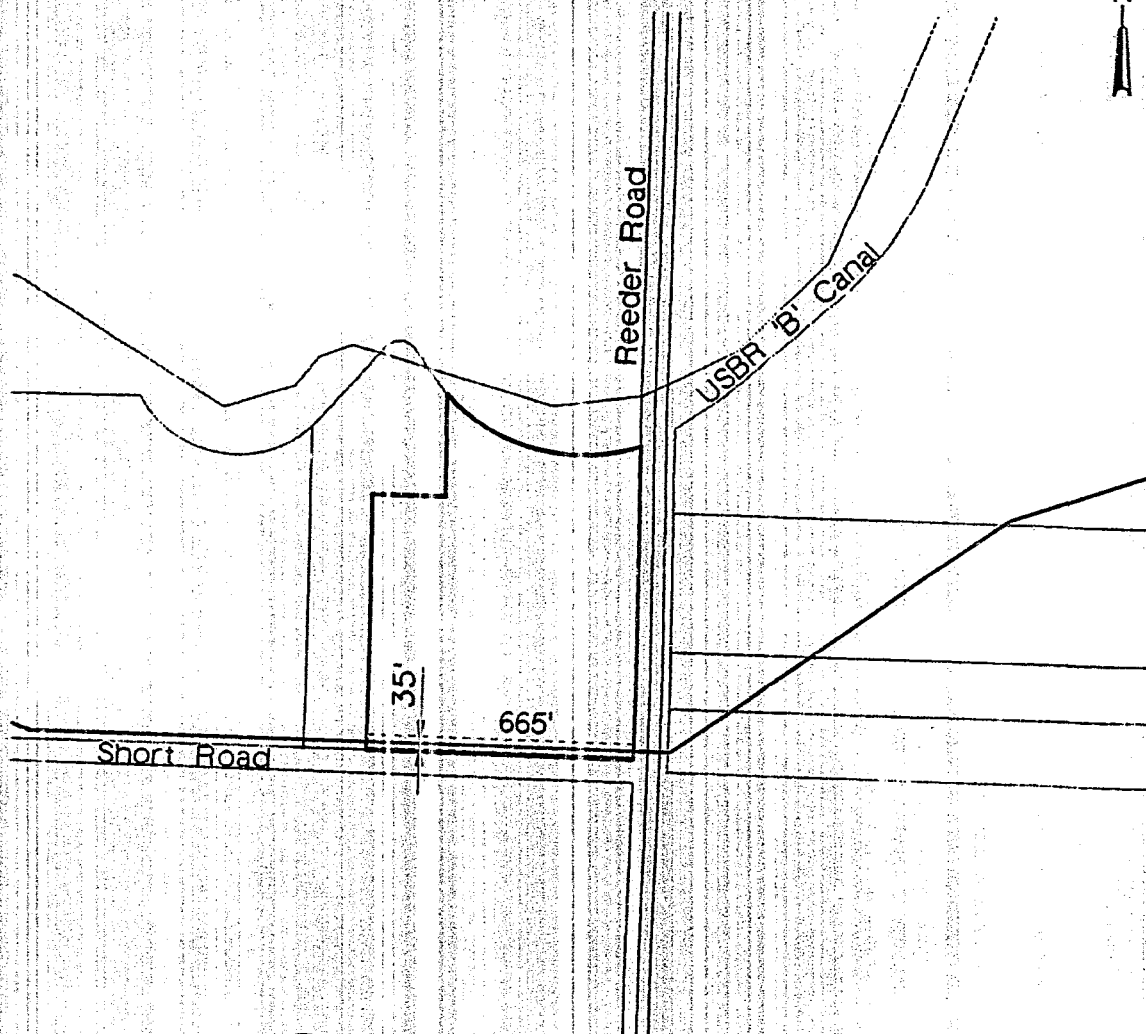
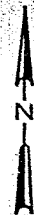
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



*Gregg A. McCleery*  
GREGG A. MCCLEERY  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: August 1, 1997

## KLAMATH COUNTY, OREGON

SEC. 19, T-39-S, R-10-E



2680

Frank E.

Southwell

APN: 3910019A0-06700

PREPARED BY CH2M HILL 16-AUG-94

NO.	DATE	DESCRIPTION	W.O.	DR.	CH.	APPROVALS
2	07-21-94	FINAL SURVEY MP 14.91B • 1605.0				
1	05-13-94	IMPROVE RD & CANAL CROSSINGS MP14.91A • 592.8				

## RECORD OF APPROVALS AND CHANGES

W.O.
SUPV
DSGN: B. SCHMITZ
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-2680		2

AMENDMENT TO EASEMENT DATED SEPTEMBER 19, 1994  
 BY AND BETWEEN FRANK E. SOUTHWELL, FIRST PARTY, and PACIFIC GAS  
 TRANSMISSION COMPANY, SECOND PARTY

1. PGT will bury the pipeline so that the top of the pipe is a minimum of forty-eight (48) inches beneath the surface of the ground.
2. PGT will not block access to your property during construction.
3. PGT will install one 12" diameter pipeline parallel to and within the south thirty-five (35) feet of the subject property.
4. After construction, PGT will clean up and restore the working area. Restoration includes reseeding (with County-approved seed mix or a mix of your choice) and erosion control.
5. PGT will compensate you for the reasonable amount of actual damages caused by our construction.
6. Access to the pipeline and to the working area will be via the right-of-way strip, except in an emergency.
7. PGT will give you 24-hour notice before entering your property (except in an emergency).
8. PGT will allow trees to be planted within the right-of-way strip as long as they are not within eight feet (8') of the pipeline.
9. PGT will erect temporary fencing to protect livestock.
10. Nothing within the Easement shall be construed to prevent Grantor or his successors in title from constructing street or sidewalks across the easement herein granted, provided that such installations are made in such a manner as not to interfere with the construction, maintenance, or operation of Grantee's lines or appurtenances, and provided owner secures PGT's prior written consent, but in no event shall any of such installations be constructed longitudinally over the above-described easement.

810-2680

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of PGT the 20th day  
 of Oct A.D., 19 94 at 0:48 o'clock A M., and duly recorded in Vol. M94  
 of Deer ss. on Page 32653

FEE \$30.00

Evelyn Biehn

By Douglas Millender

County Clerk