

**RIGHT OF WAY AGREEMENT**

OREGON PARKS AND RECREATION DEPARTMENT, 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 pipeline 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:

A parcel of land in the Southeast Quarter of Section 2 and the Northwest Quarter of the Southwest Quarter of Section 16, Township 39 South, Range 10 East of the Willamette Meridian in Klamath County, Oregon, being that same parcel conveyed by the Oregon California and Eastern Railway Company, Recorded July 13, 1992, in Volume M92, Page 15203 in said Klamath County and as shown on the map "Exhibit A" attached hereto and by this reference 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.

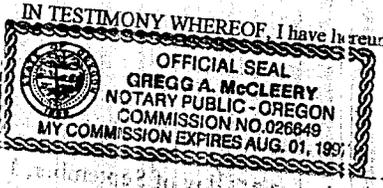
First party further grants to second party:

- (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.



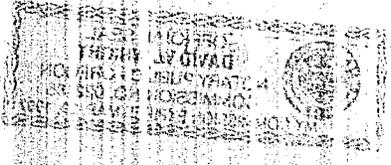
STATE OF OREGON }  
County of Jackson }

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 General 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.  
*Greg A. McCleery*  
GREGG A. McCLEERY  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: August 1, 1997

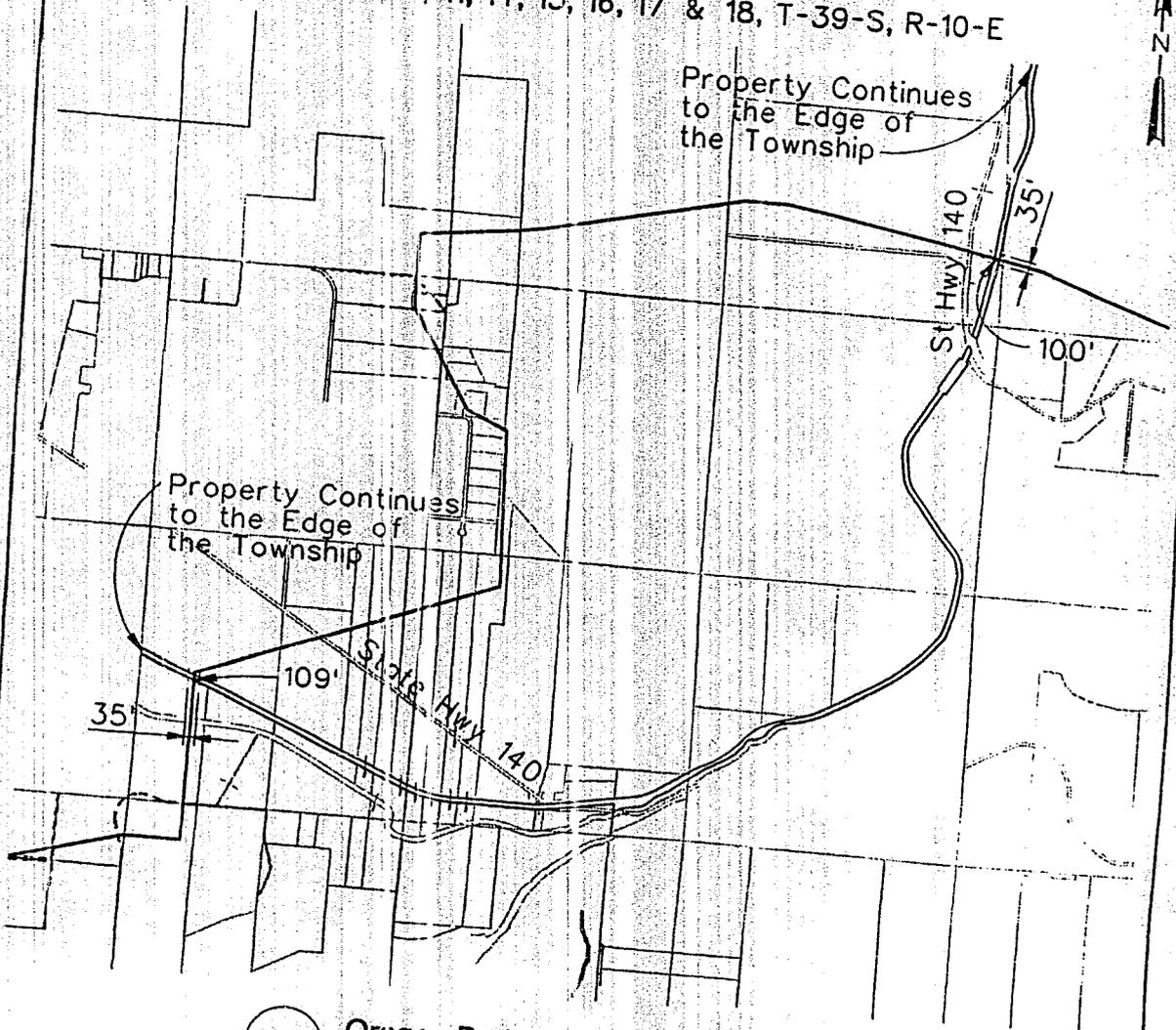
STATE OF OREGON  
COUNTY OF JACKSON  
I, \_\_\_\_\_  
do hereby certify that \_\_\_\_\_  
is the true and correct copy of the \_\_\_\_\_  
of \_\_\_\_\_  
dated \_\_\_\_\_  
at \_\_\_\_\_  
Oregon, this \_\_\_\_\_ day of \_\_\_\_\_, 1994.



# KLAMATH COUNTY, OREGON

32665

SEC.'s 1, 2, 7, 11, 14, 15, 16, 17 & 18, T-39-S, R-10-E



3950 Oregon Parks and Recreation Department  
 APN: 391000000-03700

NO.	DATE	DESCRIPTION	W.O.	DR.	CH.	APPROVALS

### RECORD OF APPROVALS AND CHANGES

W.O.  
 SUPV  
 DSGN B. SCHMITZ  
 DWN L. McCALL  
 CHKD  
 SCALE 1"=3000'±

PIPELINE  
 RIGHT-OF-WAY  
 PACIFIC GAS TRANSMISSION COMPANY  
 PORTLAND, OREGON

SUPERSEDES  
 SHEET OF SHEETS  
 DRAWING NUMBER  
**M-3950**  
 CHANGE  
**0**

Exhibit A

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of PGT  
 of Oct A.D., 19 94 at 10:48 o'clock AM. and duly recorded in Vol. M94  
 of Deed the 20th day  
 on Page 32662

FEE \$25.00

By Evelyn Biehn County Clerk  
 By Caroline Millendore

09/8