

93070

12-30-94A11:28 RCVD

Route ID: O-KL-2784
APN: 391001600-01200**RIGHT OF WAY AGREEMENT**

WILLIAM D. McCABE, SR., and LINDA J. McCABE, as trustee of the William D. McCabe Trust, executed May 7, 1992, as to an undivided 1/2 interest as tenants in common, and LINDA J. McCABE and WILLIAM D. McCABE, as trustee of the Linda J. McCabe trust, executed May 7, 1992, as to an undivided 1/2 interest, as tenants in common, 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 97756-0113, 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:

The West Half of the Northwest Quarter of Section 16, Township 39 South, Range 10 East of the Willamette Meridian, SAVING AND EXCEPTING therefrom that portion of the Northwest Quarter of the Northwest Quarter lying Southerly of the O.C.&E. Railroad, and SAVING AND EXCEPTING therefrom that portion of the Northwest Quarter of the Northwest Quarter lying Northerly of the Klamath Falls-Lakeview Highway.

The Southeast Quarter of the Northwest Quarter and all that portion of the Northeast Quarter of the Northwest Quarter lying Southerly of the Klamath Falls-Lakeview Highway, and all that portion of the Northeast Quarter of the Southwest Quarter lying Northerly of the O.C.&E. Railroad, all in Section 16, Township 39 South, Range 10 East of the Willamette Meridian.

ALSO beginning at the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 16, thence Southerly to the Northerly line of the right of way of the Oregon, California & Eastern Railway (sometimes referred to as Klamath Falls Municipal Railway), thence Northwesterly along said right of way to the intersection with the South line of the Southwest Quarter of the Northwest Quarter of said Section 16; thence Easterly along the North line of the said Northwest Quarter of the Southwest Quarter to the place of beginning, and being that portion of the said Northwest Quarter of the Southwest Quarter lying Northerly of said Railway right of way

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;

Return to:

PGT
40 HAWTHORNE STREET
MEDFORD, OR 97504

- (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, or 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.

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 13TH day of DECEMBER, 1994.

Executed in the presence of:

Teresa Covet
Subscribing Witness

Teresa Covet
Subscribing Witness

William D. McCabe, Sr.
WILLIAM D. McCABE, SR., as trustee

Linda J. McCabe
LINDA J. McCABE, as trustee

PACIFIC GAS TRANSMISSION COMPANY

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

By: _____

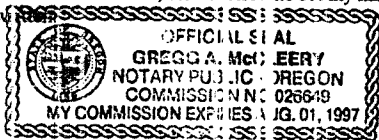
STATE OF OREGON)

) ss.

County of Jackson)

On this 4th day of December, 1994 before me Gregg A. McCleery, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Teresa Covert known to me to be the person whose name is subscribed to the within instrument, as a witness thereto, who being by me duly sworn, deposes and says: THAT SHE RESIDES IN Medford, Oregon, and that she was present and saw William D. McCabe, Sr. and Linda J. McCabe as trustees of the William D. McCabe Trust, personally known to her to be the same persons whose names are subscribed to the foregoing instrument, execute and deliver the same, and acknowledge to said affiant that they executed the same and that said affiant subscribed her name thereto as a WITNESS.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.



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

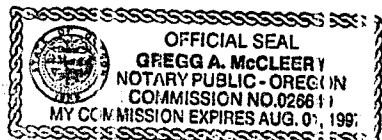
STATE OF OREGON }

) ss.

County of Jackson }

On this 10th day of December, 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 on 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.

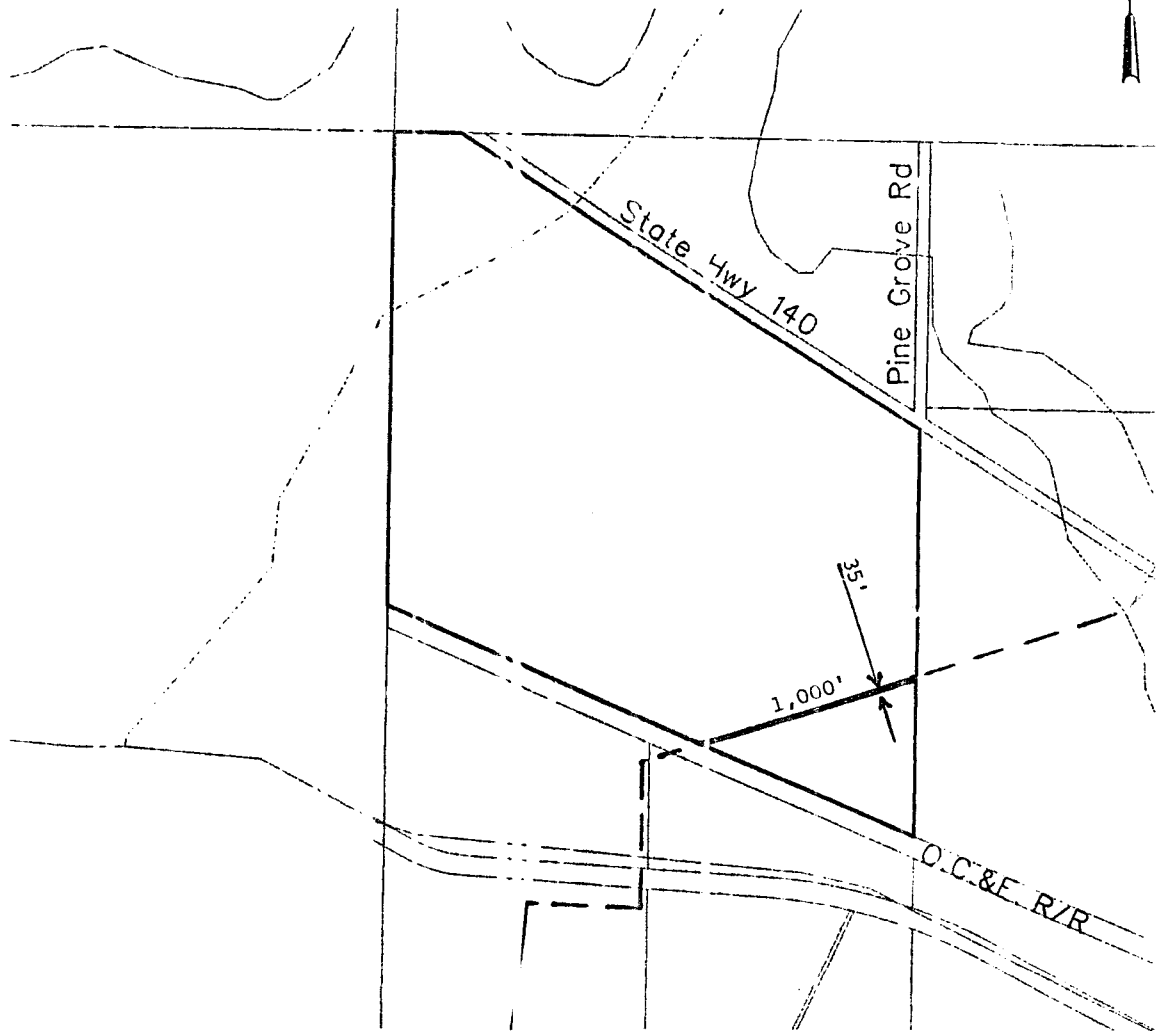
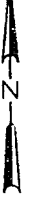


Gregg A. McCleery
GREGG A. MCCLEERY
NOTARY PUBLIC FOR OREGON
My Commission Expires: August 1, 1997

KLAMATH COUNTY, OREGON

SEC. 16, T-39-S, R-10-E

39222



2784

William D. & Linda McCabe Trustees

APN: 391001600-01200

2	07-21-94	FINAL SURVEY MP 10.730 • 13266.7							
1	06-07-94	REDUCE ENV IMPACT MP 10.768 • 12630.8							
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"= 800'±			PIPELINE RIGHT-OF-WAY PACIFIC GAS TRANSMISSION COMPANY PORTLAND, OREGON				SUPERSEDES SHEET OF SHEETS DRAWING NUMBER M-2784 CHANGE 2		

STATE OF OREGON, COUNTY OF KLAMATH: ss.

Filed for record at request of PGT the 30th day
 of Dec A.D., 19 94 at 11:28 o'clock A.M., and duly recorded in Vol. M94,
 of Deeds on Page 39219

FEE \$25.00

Evelyn Biehn County Clerk
 By Quinn Mulvaney