

RIGHT OF WAY AGREEMENT

MARYALLICE FREEMAN, a widow, 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:

The South Half of the Northwest Quarter in Section 24, Township 39 South, Range 9 East, of the Willamette Meridian

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.

Return to:
PGT
48 HAWTHORNE STREET
MEDFORD, OR 97504

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 28TH day of FEBRUARY, 1995.

Executed in the presence of:

Gregg A McCleery
Subscribing Witness

Maryalice Freeman
Maryalice Freeman

Subscribing Witness

PACIFIC GAS TRANSMISSION COMPANY

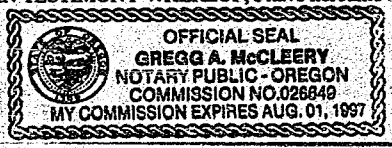
By: W. G. Thomas GMC
W. G. Thomas, Land Manager

By: _____

STATE OF OREGON }
County of Jackson } ss.

On this 8th day of March, 1995 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 this 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.

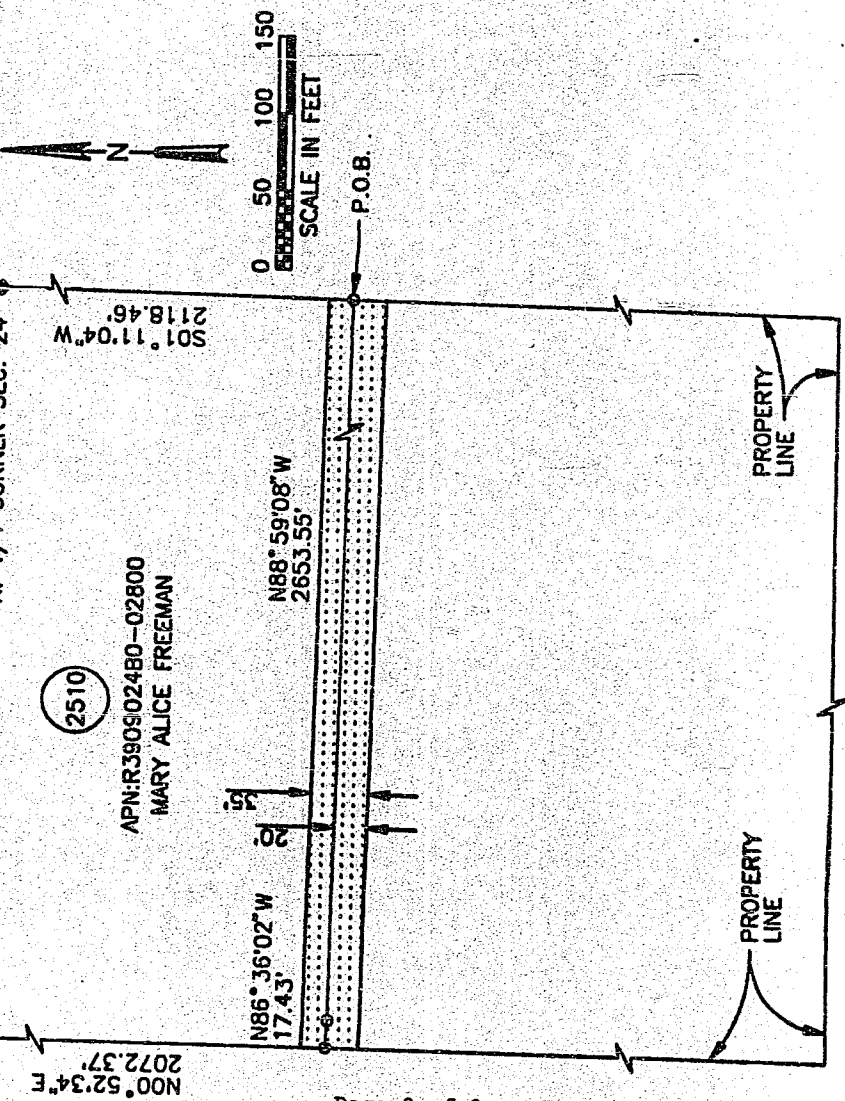
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



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

KLAMATH COUNTY, OREGON
SEC. 24, T-39-S, R-9-E, W.M.

N. 1/4 CORNER SEC. 24



NARRATIVE

1. THE PURPOSE OF THIS MAP AND NOTATIONS IS TO DEPICT AND DESCRIBE AN EASEMENT, BEING A PORTION OF SECTION 24, T-39-S, R-9-E, W.M., KLAMATH COUNTY, OREGON.
2. BASIS OF BEARINGS IS OREGON STATE PLANE COORDINATE SYSTEM, SOUTH ZONE. ALL DISTANCES ARE GRID. DIVIDE DISTANCES SHOWN BY 0.99985 TO OBTAIN GROUND DISTANCES.

DESCRIPTION OF EASEMENT

A 2.15 ACRE PARCEL FOR THE INSTALLATION OF A NATURAL GAS PIPELINE BEING A STRIP OF LAND 35.0 FEET WIDE LYING 20.0 FEET TO THE LEFT OF AND 15.0 FEET TO THE RIGHT OF THE FOLLOWING DESCRIBED LINE:
BEING A PORTION OF THAT PARCEL OF LAND DESCRIBED BY DEED RECORDED IN BOOK 69 OF DEEDS AT PAGE 5746, RECORDED IN THE OFFICIAL RECORDS OF SAID KLAMATH COUNTY.

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 24, SAID POINT MARKED BY A IRON PIN AS PER KLAMATH COUNTY SURVEY NO. 4789, THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, S.01°11'04\"W., 2118.46 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE FROM SAID POINT OF BEGINNING, LEAVING SAID EAST LINE, N.88°59'08\"W., 2653.55 FEET, THENCE N.86°36'02\"W., 17.43 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 24, THE POINT OF TERMINATION OF THIS DESCRIPTION, FROM WHENCE THE NORTHWEST CORNER OF SAID SECTION 24 BEARS N.00°52'34\"E., A DISTANCE OF 2072.37 FEET. SAID CORNER MARKED BY A IRON PIN PER SAID KLAMATH COUNTY SURVEY NO. 4789.

RECEIVED

FEB 8 1995

T.COVERT

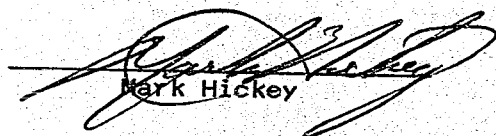
TRACT NO. 0-KL-2510	
SCALE 1" = 100'	
BILL OF MATERIAL	
SUPERSEDES	
SHEET	
DRAWING NUMBER	
CHG	
PIPELINE EASEMENT 17.0	
SEC. 24, T-39-S, R-9-E, W.M. KLAMATH COUNTY, OREGON	
PACIFIC GAS TRANSMISSION COMPANY PORTLAND, OREGON	
W.O. 949444	DATE JAN 95
SUPV	APPROVALS
DSGN TB	
DWN TB	
CHKD JF	
DESCRIPTION	W.O. DR. CH.
RECORD OF APPROVALS AND CHANGES	
NO. DATE	

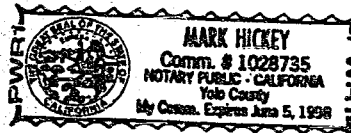
Subscribing Witness Acknowledgment

STATE OF CALIFORNIA }
 } SS.
 COUNTY OF YOLO }

On March 1, 1995 before me, Mark Hickey, a Notary Public in and for the State of California, personally appeared Gregg A. McCleery, personally known to me (or proved to me by the oath of Richard E. Forbes, a credible witness, who is personally 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, deposed and said that he was present and saw Maryallice Freeman, the same person described in and whose name is subscribed to the within and annexed instrument as a party thereto, execute the same, and that said affiant subscribed his name to the within instrument as a witness at the request of Maryallice Freeman.

Witness my hand and official seal.


 Mark Hickey



CAPACITY CLAIMED BY SIGNER

XX Individual Signing For Herself.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ PGT _____ the _____ 15th _____ day
 of _____ March _____ A.D., 19 _____ 95 at 11:10 o'clock _____ A _____ M., and duly recorded in Vol. _____ M95
 of _____ Deeds _____ on Page 5735

FEE \$25.00

By  Bernetha G. Letsch, County Clerk