

RIGHT OF WAY AGREEMENT

BILLY G. MANN TRUST and BILLY G. MANN, 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 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 underground valves and other such appliances, and fittings, and devices for controlling electrolysis in connection with said pipeline, 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 pipeline 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 Southwest Quarter of the Northwest Quarter of Section 20, Township 39 South, Range 10 East, 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. The location may not vary substantially from as indicated on the attached map(s). For purposes herein, a variance of twenty (20) feet from as indicated on the attached map(s) shall be acceptable, but more than twenty (20) feet is not acceptable.

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 other underground, not to exceed a total of thirty (30) feet adjacent to the easement granted herein;
- (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.

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.

(d) second party will bury the pipeline so that the top of the pipe is a minimum of sixty inches (60") beneath the surface of the ground.

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 13 day of February, 1995.

Executed in the presence of:

Kim L. Spencer, Notary
Subscribing Witness

Billy G. Mann, as Trustee

Subscribing Witness



OFFICIAL SEAL
KIM L. SPENCER
NOTARY PUBLIC - OREGON
BENTON COUNTY
My Commission Expires 10/1/99

Billy G. Mann, Individually

PACIFIC GAS TRANSMISSION COMPANY

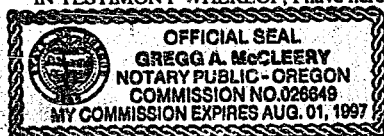
By: W. G. Thomas Gm
W. G. Thomas, Land Manager

STATE OF OREGON }

County of Jackson }

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.

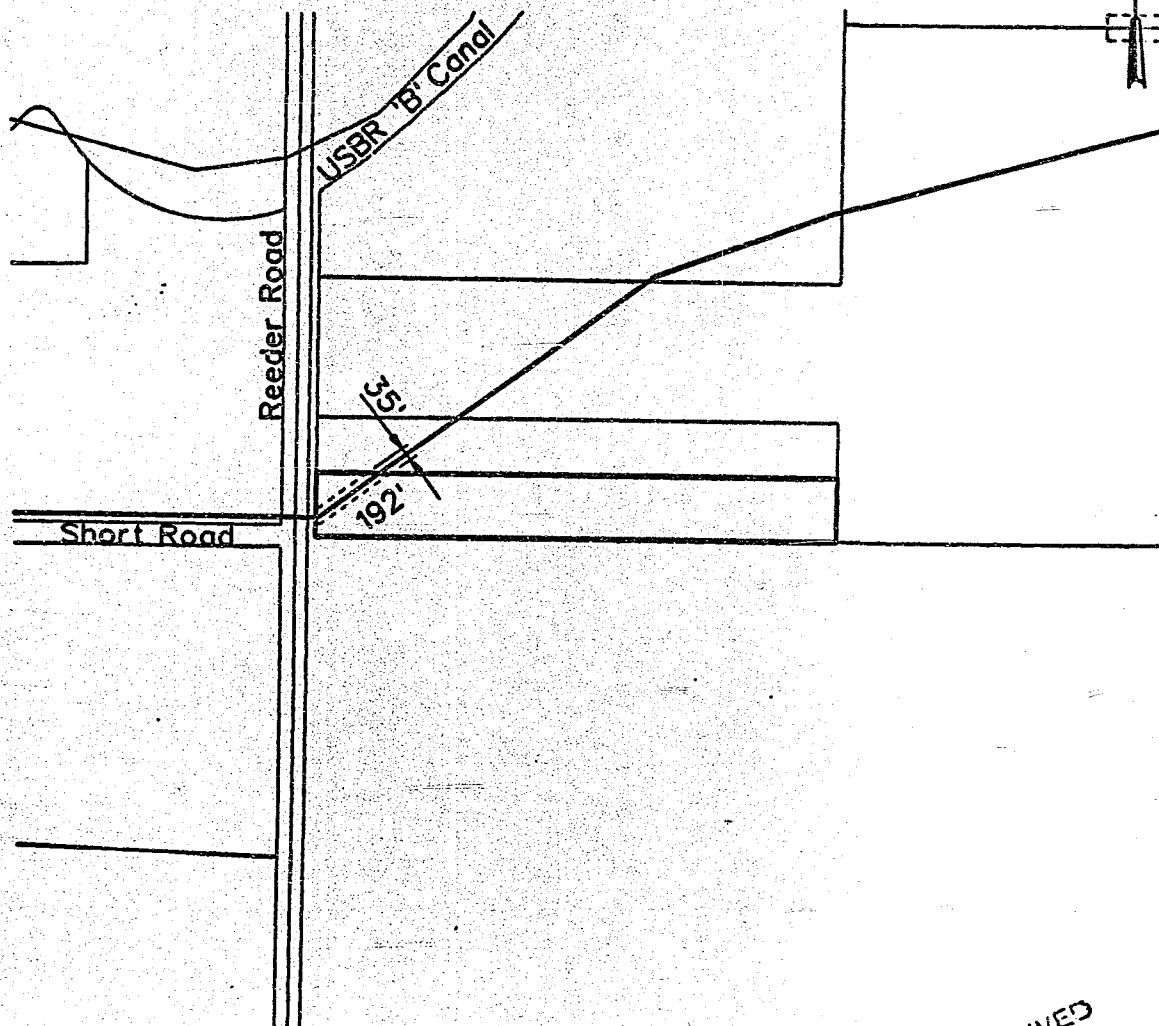
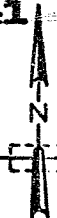


Gregg A. McCleery
GREGG A. MCCLEERY
NOTARY PUBLIC FOR OREGON
My Commission Expires: August 1, 1997

KLAMATH COUNTY, OREGON

SEC.20, T-39-S, R-10-E

5741



(2701)

Billy G. Mann

APN: 391002000-00800

RECEIVED

AUG 16 1994

T. COVERT

16-AUG-94
PREPARED BY CH2M HILL

NO.	DATE	DESCRIPTION	W.O.	DR.	CH.	APPROVALS
2	07-21-94	FINAL SURVEY MP 14.91B • 1327.7				
1	06-13-94	IMPROVE RD & CANAL CROSSINGS MP14.91A • 1289.1				

RECORD OF APPROVALS AND CHANGES

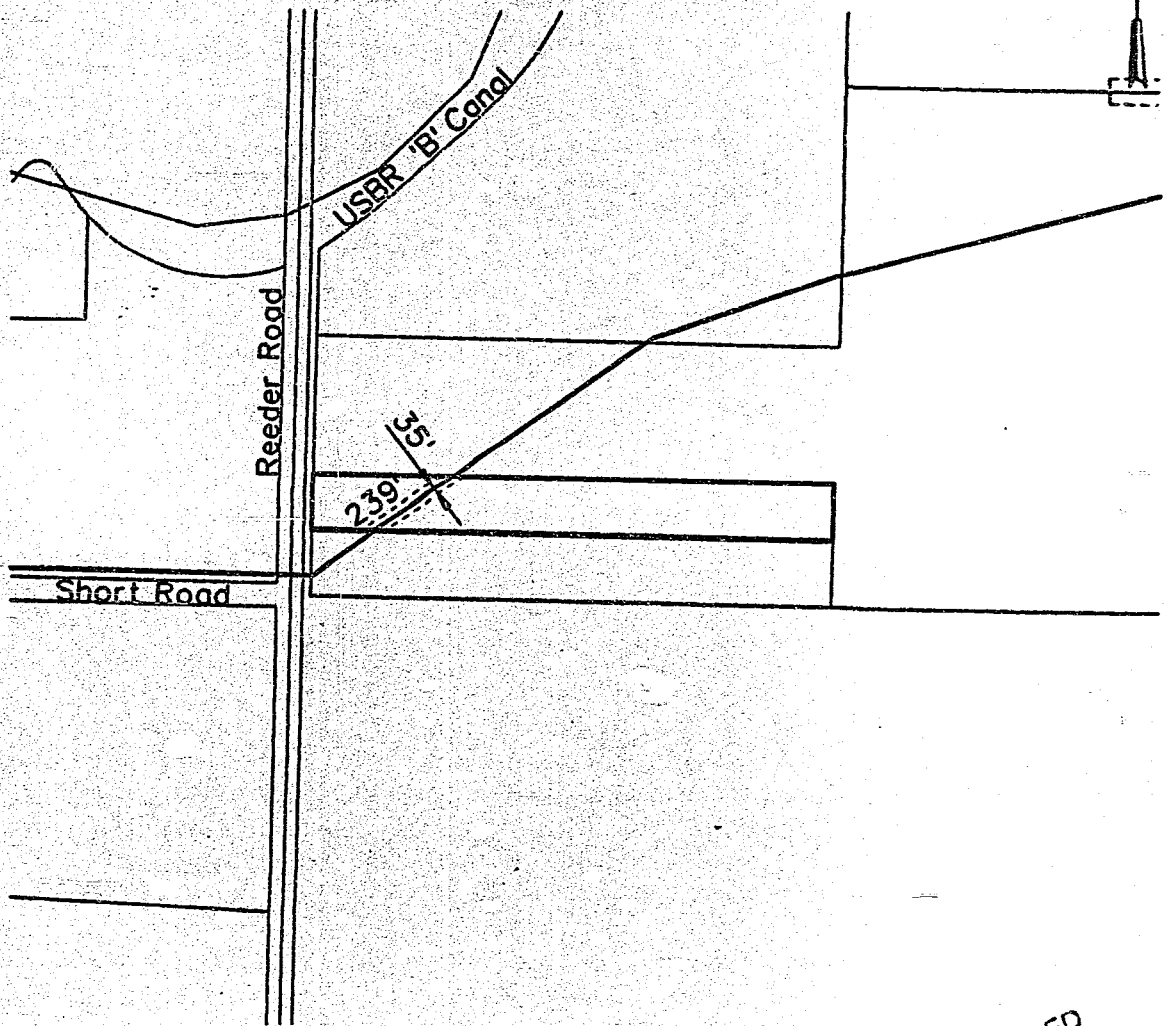
W.O.	PIPELINE RIGHT-OF-WAY PACIFIC GAS TRANSMISSION COMPANY PORTLAND, OREGON	SUPERSEDES
SUPV		SHEET OF SHEETS
DSGN B. SCHMITZ		DRAWING NUMBER
DWN L. McCALL		M-2701
CHKD		CHANGE
SCALE 1" = 400'		2

KLAMATH COUNTY, OREGON

SEC.20, T-39-S, R-10-E

5742

N



2702

Billy G. Mann Trustee % Billy G. Mann Trust

APN: 391002000-00700

RECEIVED
AUG 18 1994
T. COVERT

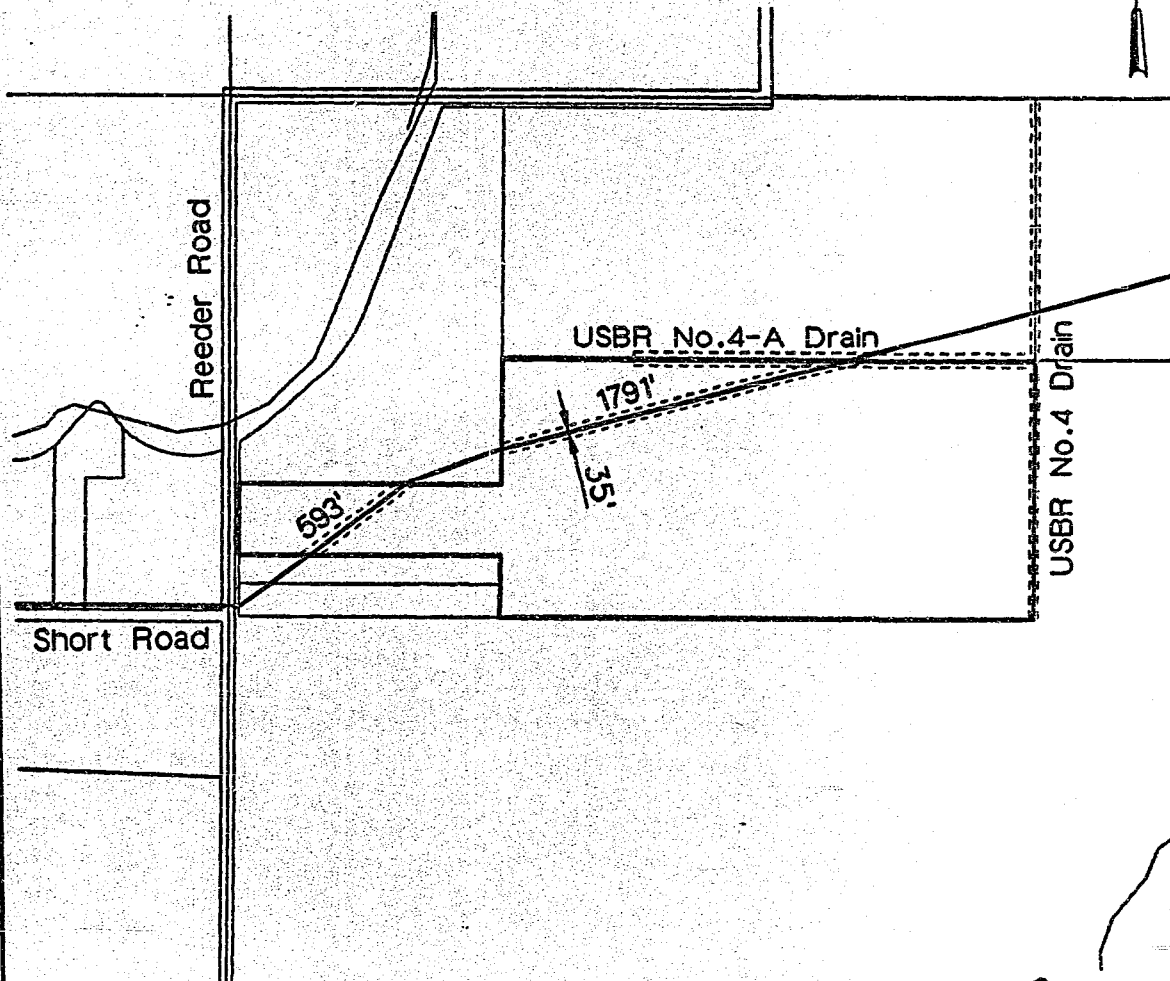
16-AUG-94
PREPARED BY CH2M HILL

2	07-21-94	FINAL SURVEY MP 14.913 • 1089.1					
1	06-13-94	IMPROVE RD & CANAL CROSSINGS MP14.91A • 1017.5					
NO.	DATE	DESCRIPTION	W.O.	DR.	CH.	APPROVALS	
RECORD OF APPROVALS AND CHANGES							
W.O.			PIPELINE			SUPERSEDES	
SUPV			RIGHT-OF-WAY			SHEET OF SHEETS	
DSGN B. SCHMITZ			PACIFIC GAS TRANSMISSION COMPANY			DRAWING NUMBER	
DWN L. McCALL			PORTLAND, OREGON			CHANGE	
CHKD						M-2702	
SCALE 1" = 400'						2	

KLAMATH COUNTY, OREGON

SEC.20, T-39-S, R-10-E

5743



2710

Billy G. Mann Trust

APN: 391002000-00600

RECEIVED

AUG 18 1994

T. COVERT

16-AUG-94
PREPARED BY CH2M HILL

2	07-21-94	FINAL SURVEY MP 14.918 • 498.0							
1	06-13-94	IMPROVE RD & CANAL CROSSINGS MP14.91A • 33.1							
NO.	DATE	DESCRIPTION	W.O.	DR.	CH.	APPROVALS			
RECORD OF APPROVALS AND CHANGES									
W.O.		PIPELINE RIGHT-OF-WAY PACIFIC GAS TRANSMISSION COMPANY PORTLAND, OREGON				SUPERSEDES			
SUPV						SHEET OF SHEETS			
DSGN B. SCHMITZ						DRAWING NUMBER			
DWN L. McCALL						M-2710			
CHKD						CHANGE			
SCALE 1" = 800'						2			

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 5739.

Bernetha G. Letsch, County Clerk

By Synette H. H. H. H.

FEE \$30.00