

EXCLUSIVE EASEMENT

THE KNOLL FAMILY TRUST, DATED JANUARY 22, 1992, JOHN W. KNOLL AND B. PAULETTE KNOLL, TRUSTOR(S) AND/OR TRUSTEE(S), hereinafter called first party, in consideration of value paid by PACIFIC GAS TRANSMISSION COMPANY, a California corporation, hereinafter called second party, the adequacy and receipt whereof are hereby acknowledged, hereby grants to second party the exclusive right to use, occupy, and enclose with a fence, for the purposes of installing, maintaining and operating second party's aboveground appurtenances to its pipelines, a parcel of those certain lands more particularly described as follows:

A portion of the Northwest Quarter of the Southwest Quarter lying South of the OC&E Railway and North of the USBR "B" canal.

It is agreed between the parties that said parcel shall be ^{THIRTY-FIVE} ~~fifty~~ feet by ^{35'} ~~fifty~~ feet (50' x 50') as shown on attached and map, Exhibit "A." *NEK BPK*

Second party may further define the location of said parcel by recording a "Notice of Location" referring to this instrument and setting forth a legal description of the location of said parcel, 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 grants to second party:

- (a) the right of ingress to and egress from said parcel 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 the first party;
- (b) 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 parcel and to trim and cut down and to clear away any trees on any side of said parcel 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.

Second party hereby covenants and agrees:

- (a) second party shall indemnify first party against any loss or damages 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.
- (b) second party shall construct and maintain an access road to the said parcel.

First party agrees that second party has the exclusive use of said parcel and further agrees not to grant any easement or easements on, under, or over said parcel without the written consent of second party.

The provisions hereof 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 23RD day of December, 1994.

Executed in the presence of:

Teresa Court
Subscribing Witness
Teresa Court
Subscribing Witness

By: *John W. Knoll*
JOHN W. KNOLL, Trustor and/or Trustee
By: *Paulette Knoll*
PAULETTE KNOLL, Trustor and/or Trustee

PACIFIC GAS TRANSMISSION COMPANY

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

Return to: PGT
48 HAWTHORNE STREET
MEDFORD, OR 97504

MEMORANDUM FOR THE RECORD

[illegible]

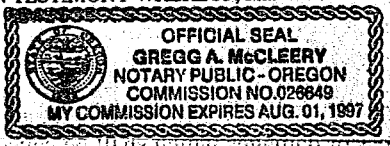
THIRTY-FIVE

[illegible]

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.

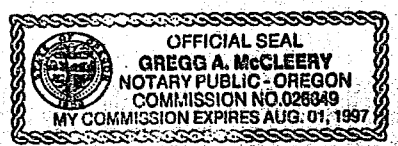



GREGG A. McCLEERY
NOTARY PUBLIC FOR OREGON
My Commission Expires: August 1, 1997

STATE OF OREGON }
County of Jackson } ss.

On this 4th day of January, 1995 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 John W. Knoll and Paulette Knoll, 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
NOTARY PUBLIC FOR OREGON
My Commission Expires: August 1, 1997

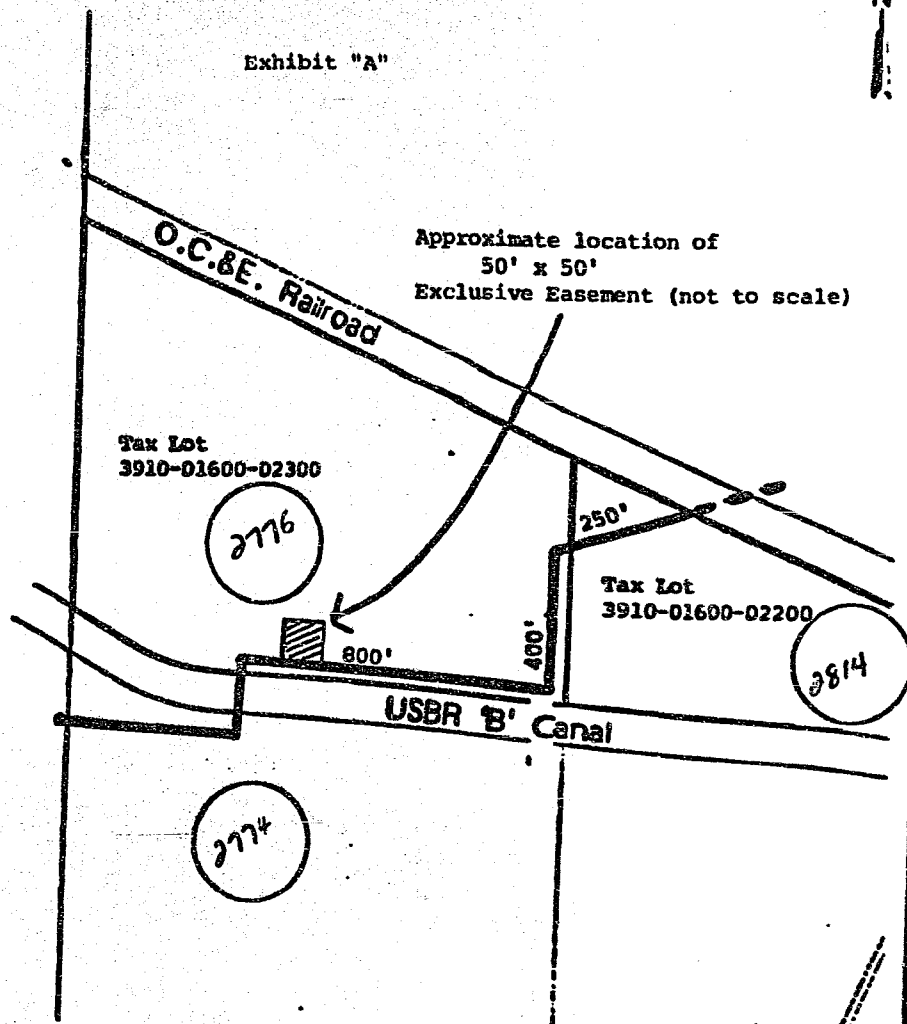
15 HAWTHORNE STREET
MEDFORD, OR 97504

KLAMATH COUNTY, OREGON

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

5752

Exhibit "A"



John W. and B. Poulette Knoll, Trustees

APN:

3	12/15/94	NEGOTIATED CHANGE JL							
2	07-21-94	FINAL SURVEY MP 10.76C • 15206.0							
1	06-07-94	REDUCE ENV IMPACT MP 10.76B • 14534.9							
NO.	DATE	DESCRIPTION	W.O.	DR	CH	APPROVALS			
<div style="display: flex; justify-content: space-between;"> <div style="width: 20%;"> <p>W.O.</p> <p>SUPV</p> <p>DESN B. SCHMITZ</p> <p>DWN L. McALL</p> <p>CHKD</p> <p>SCALE 1" = 400'</p> </div> <div style="width: 40%; text-align: center;"> <p>PIPELINE RIGHT-OF-WAY</p> <p>PACIFIC GAS TRANSMISSION COMPANY</p> <p>PORTLAND, OREGON</p> </div> <div style="width: 20%;"> <p>SUPERSEDES</p> <p>SHEET OF SHEETS</p> <p>DRAWING NUMBER</p> <p>M-2776</p> </div> <div style="width: 10%; text-align: center;"> <p>CHANGE</p> <p>2</p> </div> </div>									

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 5750

FEE \$20.00

By Bernetha G. Letsch, County Clerk