

26186

Route ID: O-KL-2918, O-JA-3900
APN: K391001000-00200, 391000000-00800**RIGHT OF WAY AGREEMENT**

BAR CL, INC., an Oregon corporation, 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 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 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:

Parcel 1: IN SECTION 10, TOWNSHIP 39 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN:

The Northeast Quarter; the East Half of the Northwest Quarter; the Northeast Quarter of the Southwest Quarter; the North Half of the Southeast Quarter; the Half of the Southeast Quarter of the Southwest Quarter lying Northerly from a line extending between the Northwest corner and the Southeast corner of said Southeast Quarter of the Southwest Quarter.

Parcel 2: IN SECTION 3, TOWNSHIP 39 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN:

Lots 1, 2, 3, 4; the South Half of the Northeast Quarter; The Southeast Quarter of the Northwest Quarter; the East Half of the Southwest Quarter; and the Southeast Quarter.

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). It is understood between the parties that the location is to be as close as practicably possible to the existing gas pipeline.

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 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;

2272

(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 shall provide sufficient protection for the pipeline so that equipment can drag timber across the right of way at three locations to be specified by first party.

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 27 day of Feb, 19 95.

Executed in the presence of:

Teresa Covas
Subscribing Witness

Subscribing Witness

BAR CL, INC.

By: Bar CL Inc. James T. Jones V.P.

By: _____

PACIFIC GAS TRANSMISSION COMPANY

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

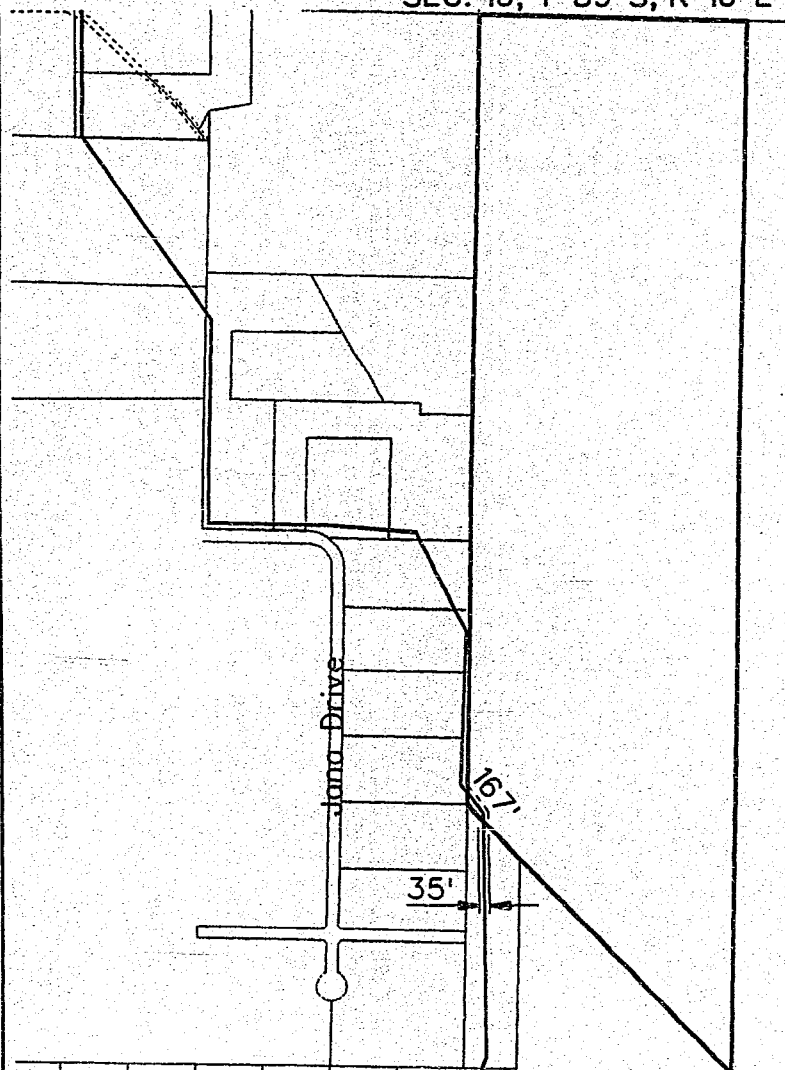
By: _____

KLAMATH COUNTY, OREGON

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

P. 5756

N



2918

C.L. Bar Inc. c/o Glenn J. Lorenz

APN: 391001000-00200

06-AUG-94
PREPARED BY CH2M HILL

3	07-21-94	FINAL SURVEY MP 10.76C + 6733.8							
2	06-07-94	REDUCE ENV IMPACT MP 10.76B + 5185.2							
1	04-05-94	PRELIM SURVEY & R/R ROW MP 10.76A + 5185.2							
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'±

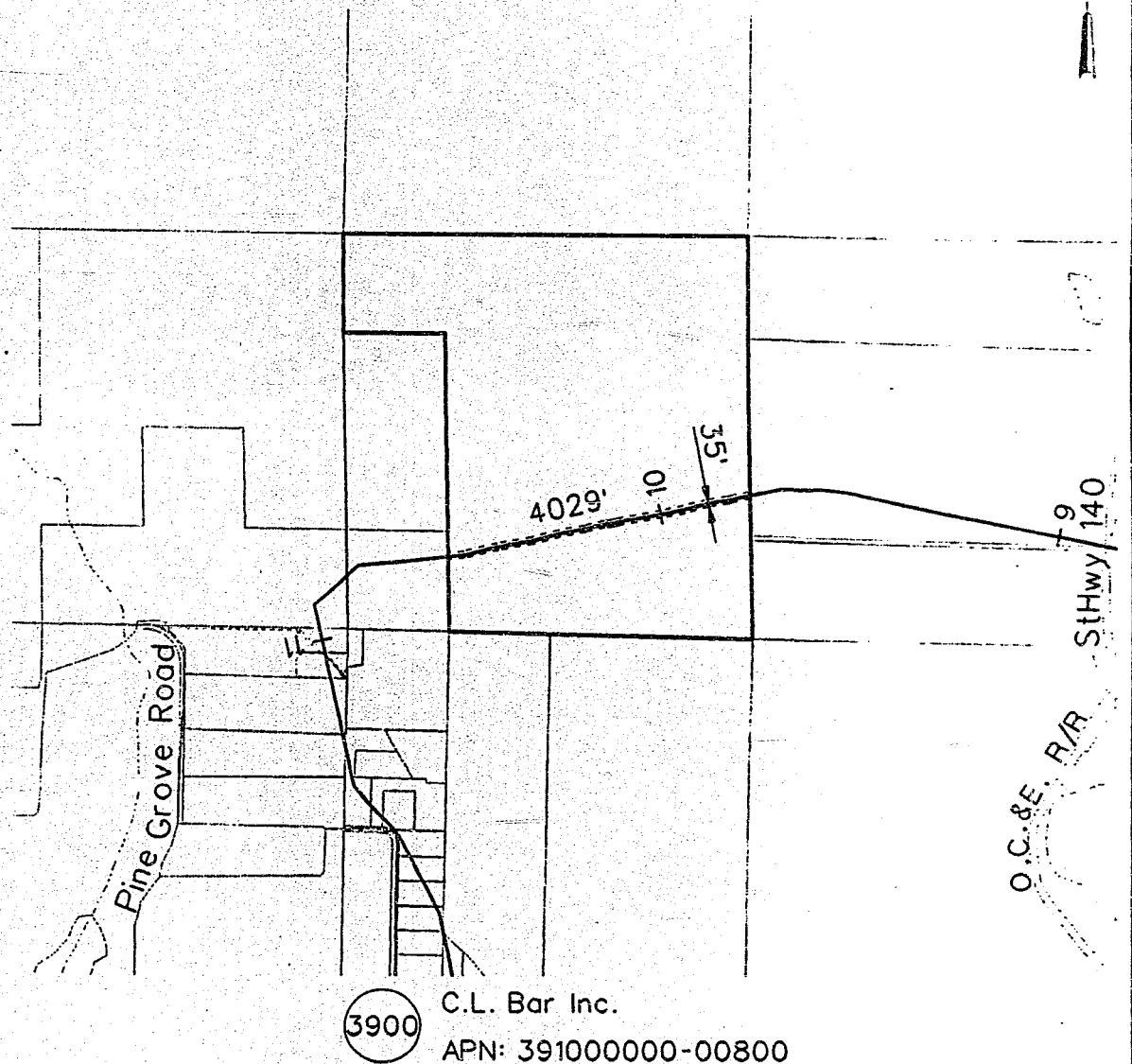
PIPELINE
RIGHT-OF-WAY
PACIFIC GAS TRANSMISSION COMPANY
PORTLAND, OREGON

SUPERSEDES	
SHEET	OF SHEETS
DRAWING NUMBER	CHANGE
M-2918	3

KLAMATH COUNTY, OREGON

SEC. 3, T-39-S, R-10-E

5753



3900

C.L. Bar Inc.

APN: 391000000-00800

NO.	DATE	DESCRIPTION	W.O.	DR.	CH.	APPROVALS																						
RECORD OF APPROVALS AND CHANGES																												
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PREPARED BY CH2M HILL

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 5753

FEE \$30.00

By Bernetha G. Leisch, County Clerk