

RIGHT OF WAY AGREEMENT

STANLEY L. TECUMSEH and ALMA L. TECUMSEH, 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:

Lot 3 in Block 1 of The Highlands, according to the official plat thereof on file in the records of Klamath County, Oregon

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.

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.

* Alma L. Tecumseh
ALMA L. TECUMSEH

By: _____

affixed my official seal the day and year last above written


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

...shall be liable to the extent of the reasonable amount of actual damages to crops, timber, or other improvements caused by it or its agents or employees in the construction or reconstruction of the pipeline or lines or in the exercise of its rights thereunder.

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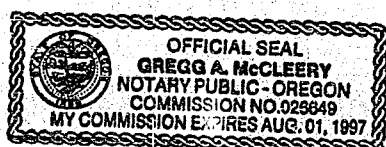
...shall be liable to the extent of the reasonable amount of actual damages to crops, timber, or other improvements caused by it or its agents or employees in the construction or reconstruction of the pipeline or lines or in the exercise of its rights thereunder.

STATE OF OREGON)

County of Jackson) ss.

On this 9th day of February, 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 Kenneth W. Bagley 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 HE RESIDES IN Klamath Falls, Oregon, and that he was present and saw Stanley L. Tecumseh and Alma L. Tecumseh, personally known to him 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 his 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.



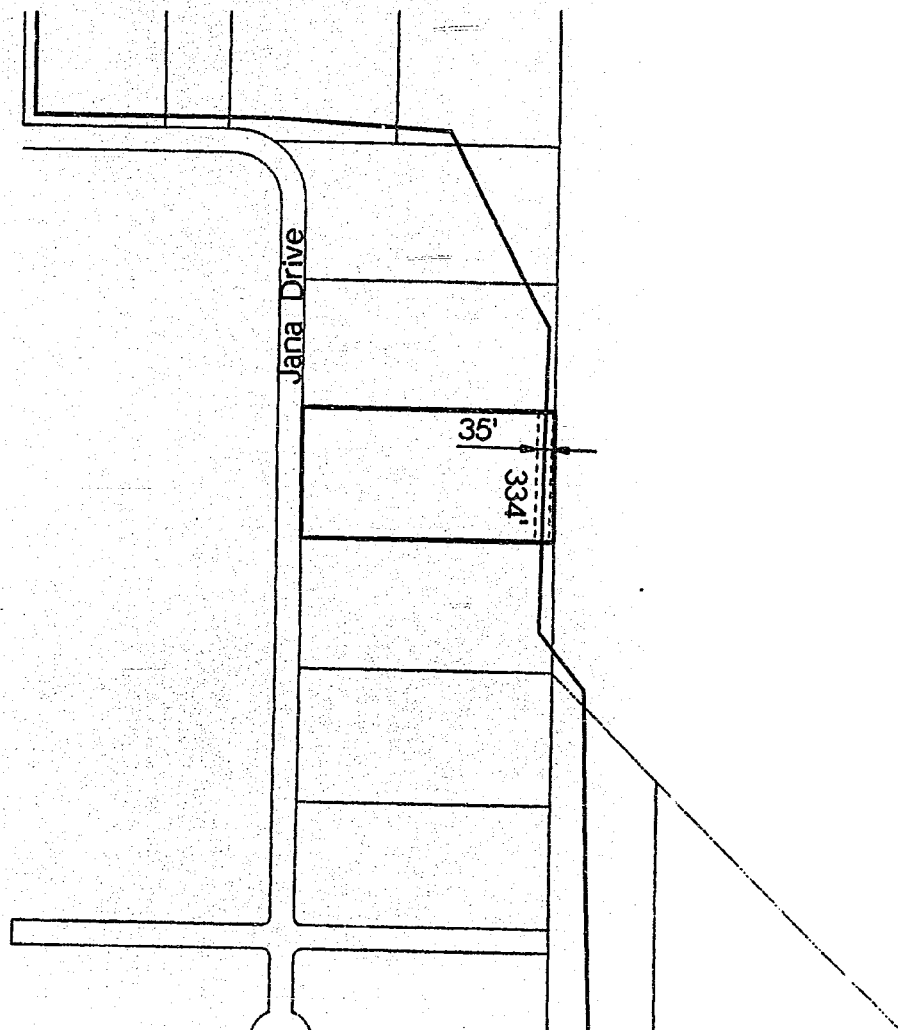
Gregg A. McCleery
 GREGG A. MCCLEERY
 NOTARY PUBLIC FOR OREGON
 My Commission Expires: August 1, 1997

KLAMATH COUNTY, OREGON

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

5761

N



2928

Stanley L. and Alma L. Tecumseh

APN: 3910010C0-01200

06-AUG-94

PREPARED BY CH2M HILL

1	07-21-94	FINAL SURVEY MP 10.76C + 6112.4							
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-2928		
SCALE 1" = 400' ±							1		

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 5758

FEE \$25.00

Bernetha G. Letsch, County Clerk
By Sydney A. Heston