voi MS rage 5758

Route ID: O-KL-2928 APN: R-3910-010C0-01200-00

## 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.

Return 2: PGT
48 HAWTHORNE STREET
MEDFORD, OR 97504

## () 35 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.

Executed in the presence of:  Kinth Bogle Subscribing Winess  STANLEY L. TECUMSEH  **County of Jackson**  **STANLEY L. TECUMSEH  **STANLEY L. TECUMSEH  **Almada Lecumsel ALMA L. TECUMSEH  **STATE OF OREGON**  **STATE OR OREGON**  **STATE OF OREGON**  **STATE OR OREGON**  **STATE OR OREGON**  **STATE OR	IN WITNESS WHEREOF the parties 1995.	have executed these presents this day of
Subscribing Witness  Stanley L. Tecumsel  Stanley L. Tecumsel  Stanley L. Tecumsel  Stanley L. Tecumsel  ALMA L. Tecumsel  ALMA L. Tecumsel  ALMA L. Tecumsel  ALMA L. Tecumsel  W. G. Thomas, Land Manager  By:  STATE OF OREGON  Stanley L. Tecumsel  ALMA L. Tecumsel  STANLEY L. Tecum	February 1945.	게 논문을 활성하는 이 보면 모
Subscribing Witness  Stanley L. Tecumsel  Stanley L. Tecumsel  Stanley L. Tecumsel  Stanley L. Tecumsel  ALMA L. Tecumsel  ALMA L. Tecumsel  ALMA L. Tecumsel  ALMA L. Tecumsel  W. G. Thomas, Land Manager  By:  STATE OF OREGON  Stanley L. Tecumsel  ALMA L. Tecumsel  STANLEY L. Tecumsel  ALMA L. Tecumsel  ALMA L. Tecumsel  STANLEY L. Tecumsel  ALMA L. Tecumsel  STANLEY L. Tecumsel  ALMA L. Tecumsel  STANLEY L. Tecumsel  ALMA L. Tecumsel  W. G. Thomas, Land Manager  STANLEY L. Tecumsel  ALMA L. Tecumsel  STANLEY L. Tecumsel  ALMA L. Tecumsel  STANLEY L	Executed in the presence of:	
Subscribing Witness  STANLEY L. TECUMSEH  ***Country of Jackson**  STANLEY L. TECUMSEH  ***STANLEY L. TECUMSEH  ***Country of Jackson**  STANLEY L. TECUMSEH  ***Country of Jackson**  **STANLEY L. TECUMSEH  **STANLEY L. TECUMSEH  ***Country of Jackson**  **STANLEY L. TECUMSEH  **Country of Jackson**  **STANLEY L. TECUMSEH  **Country of Jackson**  **STANLEY L. TECUMSEH  **Country of Jackson**  **STANLEY L. TECUMSEH  **ALMA L. TECUMSEH  **ALMA L. TECUMSEH  **ALMA L. TECUMSEH  **STANLEY L. TECUMSEH  **ALMA L. TECUMSEH		1 Stanle To Fe cume er
Subscribing Winess  PACIFIC GAS TRANSMISSION COMPANY  By: State of Oregon  State of Oregon  State of Oregon  Signature  State of Oregon  Signature  State of Oregon  Signature  Signature	Kenth. Bogley	STANLEY L. TECUMSEH
Subscribing Winess  PACIFIC GAS TRANSMISSION COMPANY  By:   W. G. Thomas, Land Manager  By:   STATE OF OREGON   Ss. County of Jackson   Ss. County of Jackson   St. County of	Subscribing Witness	
PACIFIC GAS TRANSMISSION COMPANY  By: STATE OF OREGON   State of O	12 A1. R. C.	
PACIFIC GAS TRANSMISSION COMPANY  By: STATE OF OREGON   State of O	Subscribing Winess	ALMA L. TECUMSEH
By: W. G. Thomas, Land Manager  By: STATE OF OREGON } ss. County of Jackson } ss.		교육하는 경험을 위한 경험 경험 전에 가장 전혀 있었다. 교육 교육 기계를 가장 다른 것이 되었다.
By: W. G. Thomas, Land Manager  By: STATE OF OREGON } ss. County of Jackson } ss.		
W. G. Thomas, Land Manager  By:  STATE OF OREGON } SS. County of Jackson }  AND C. Thomas to me personally known, who being duly sworn, did say	PACIFIC GAS TRANSMISSION CO	)MPANY
W. G. Thomas, Land Manager  By:  STATE OF OREGON } SS. County of Jackson }  A.W. G. Thomas, Land Manager  A.W. G. Thomas to me personally known, who being duly sworn, did say	SINAL	
STATE OF OREGON } SS. County of Jackson }	By: W.C. Thomas Land Manager	
STATE OF OREGON } } ss. County of Jackson }	W. G. Homas, Land Wants	
STATE OF OREGON } } ss. County of Jackson }	Bv	
County of Jackson }		
County of Jackson }		
County of Jackson }		
County of Jackson	STATE OF OREGON	경기 가입니다. 경기 사용자 (경기 사용자 )
W. C. Therese to me personally known who being duly sworn, did say		[1992년 1일 중요한 3일 라이트 (1992년 ) 1992년 - 1993년 기계 1993년 (1997년 )
	아이트 그리아 하시고 그래 하면 모델빛 기도하다.	W.C. Thomas to me personally known, who being duly swom, did say
	that this instrument was signed in behalf of	ppcared W. G. Thomas, to the personary process of the within named Corporation, and Manager of Pacific Gas Transmission Company, the within named Corporation, and said Corporation by authority of its Board of Directors, and W. G. Thomas and deed of said Corporation.

acknowledges said instrument to be the free act and deed of said Corporation.

OFFICIAL SEAL GREGG A. NICCLEERY OTARY PUBLIC - OREGON COMMISSION NO.025549

DATMISSION EXPIRES AUG

WHEREOF I have beceinto set my hand and affixed my official seal the day and year last above written.

NOTARY PUBLIC FOR OREGON My Commission Expires: August 1, 1997

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OFFICIAL SEAL
GREGG A. McCLEERY
NOTARY PUBLIC - OREGON
COMMISSION NO.028649
COMMISSION EXPIRES AUG. 01, 1997

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STATE OF OREGON)

County of Jackson

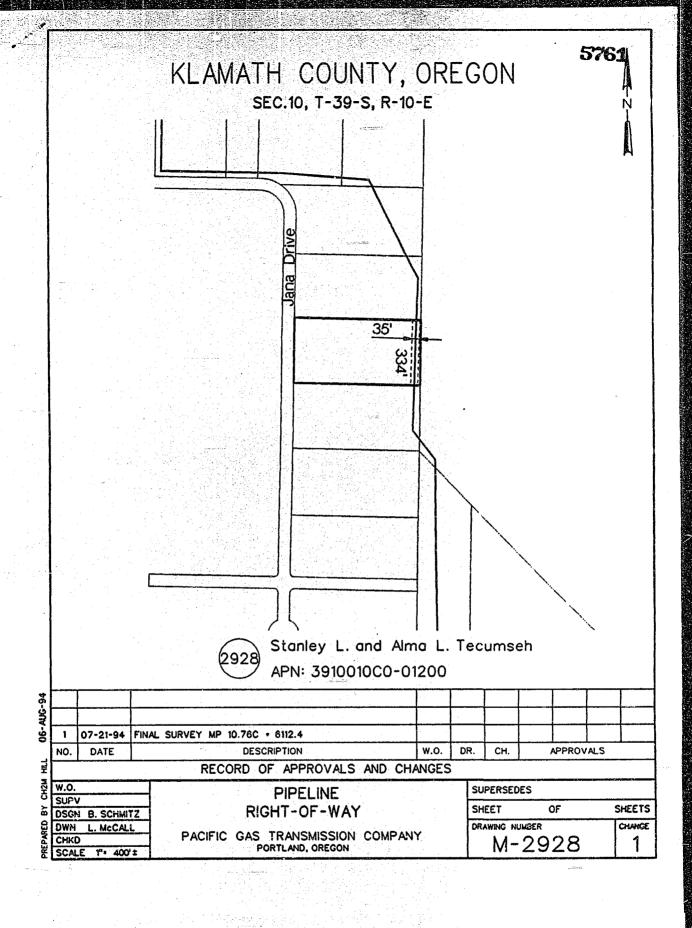
On this 9th day of February, 1995 before me Gregg A. McCleery, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Kenneth W. Bagley known to me to be the person whose name is subscribed to the within instrument, as a witness thereto, 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

NOTARY PUBLIC FOR OREGON

My Commission Expires: August 1, 1997



Eiled :	for record at request of			PGT			the	15th	dav
of		A.D., 19	95 at _ Deeds		k A	M., and dul Page	y recorded in Vi	ol. <u>M95</u>	
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