

96194

Route ID: O-KL-4000, O-KL-4010, O-KL-4020, O-KL-4030
APN: 391001200-00100 (4000), 3911V0000-02700 (4010),
3911V1800-00100 (4020), 3911V0000-06000 (4030)

RIGHT OF WAY AGREEMENT

PATRICIA ANNE SHUCK, as trustee, as to ½ interest and JOHN FRANCIS MARSHALL, as Personal Representative of the estate of Olive H. Marshall, as to ½ interest, 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:

Parcel 1: The Northeast Quarter of the Northeast Quarter of Section 12, Township 39 South, Range 10 East of the Willamette Meridan

Parcel 2: Lot 4: the Southeast Quarter of the Southwest Quarter; the South Half of the Southeast Quarter of Section 7, Township 39 South, Range 11½ East of the Willamette Meridan

Parcel 3: The North Half of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 18, Township 39 South, Range 11½ East of the Willamette Meridan

Parcel 4: The Northwest Quarter and the North Half of the Southwest Quarter of Section 17, Township 39 South, Range 11½ East of the Willamette Meridan

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.

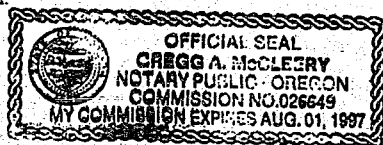
Second party may further define the location of said strip by recording a "Notice of Location" referring to this instrument and setting forth a legal description of the location of said initial pipe or said strip, which description may be set forth by map attached to said Notice. A copy of said Notice 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;

County of Jackson) ss.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

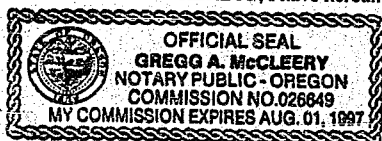



 GREGG A. MCCLEERY
 NOTARY PUBLIC FOR OREGON
 My Commission Expires: August 1, 1987

...and devices for connecting electronics in connection with and ...
...as second party shall from time to time elect for communication ...
...also a right-of-way thirty-five feet in width ...
...in the County of Klamath, State of ...
...of the Northeast Quarter of Section 12, Township 39 South, Range 10 ...

County of Jackson

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

the said party, such parallel boundary lines of the said lands so as to enclose the right-of-way.

...the location of said ship by recording a "Notice of Location".

Admission of foreign-born people has not increased about half to nothing since 1965, and the number of people admitted to the country has dropped from 1.2 million in 1965 to 700,000 in 1970.

that about to arrive by means of roads and

(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.

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 13th day of JANUARY, 1995.

Executed in the presence of:

Kenneth W. Bogley
Subscribing Witness

Subscribing Witness

Patricia Anne Shuck
PATRICIA ANNE SCHUCK, as Trustee

John Francis Marshall
JOHN FRANCIS MARSHALL, as Personal Representative

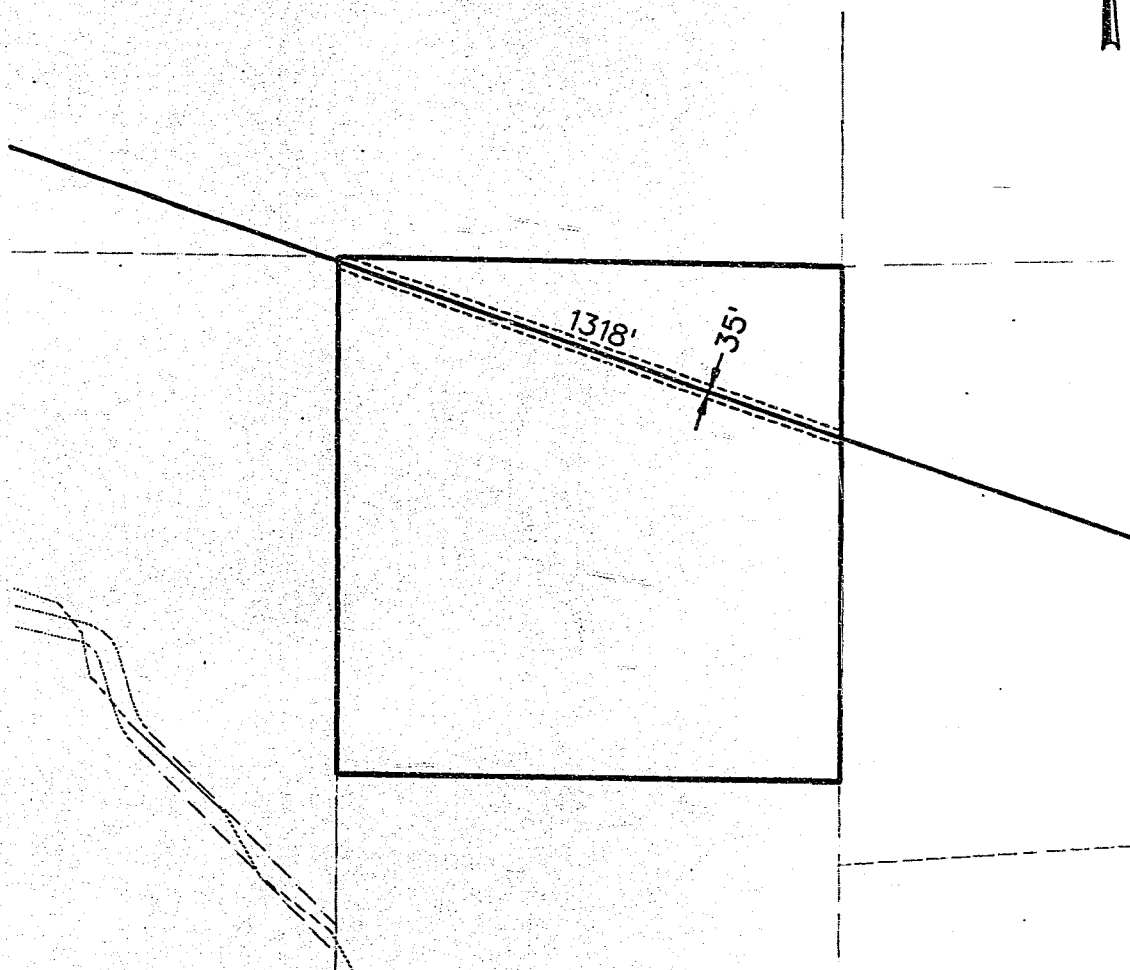
PACIFIC GAS TRANSMISSION COMPANY

By: W. G. Thomas, G.M.C.
W. G. Thomas, Land Manager

By: _____

5790

SEC.12, T-39-S, R-10-E



4000

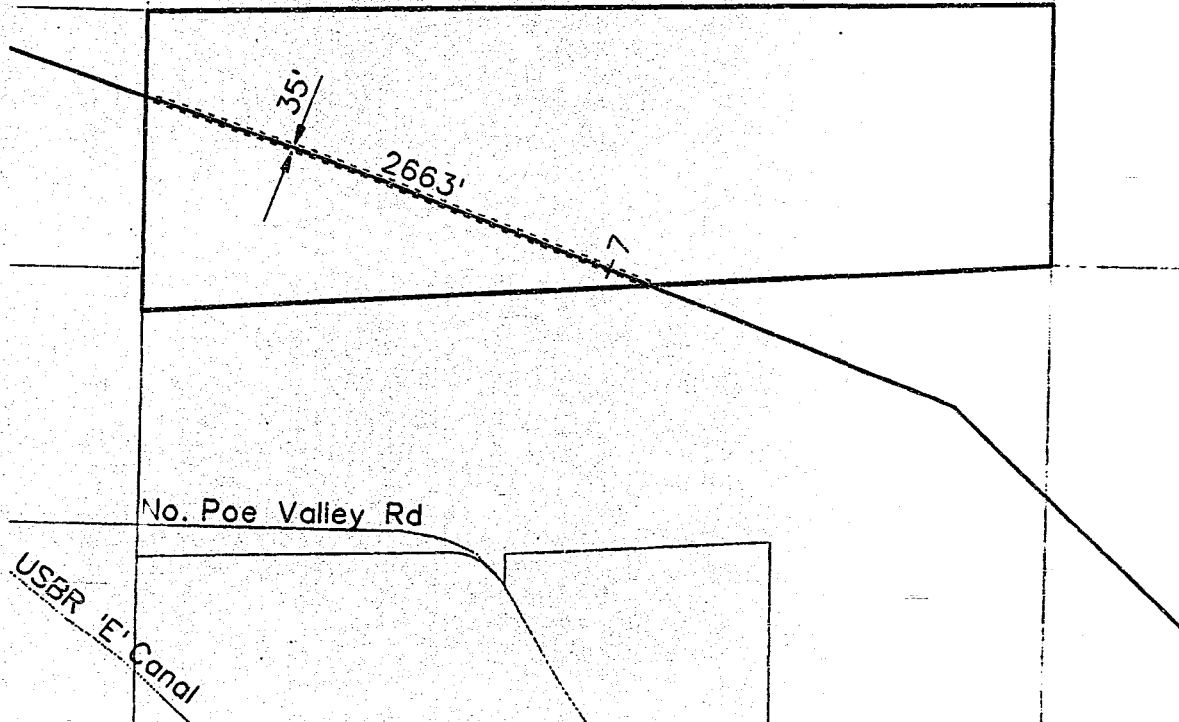
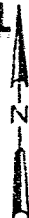
Olive H. Marshall Trustee c/o Patricia Ann Shuck Trustee
APN: 391001200-00100

RECEIVED JUL 30 1993 T. GOVERT																								
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 R.WILKE																								
DWN R.BROWN																								
CHKD																								
SCALE 1"=400 ±																DRAWING NUMBER M-4000			CHANGE					

KLAMATH COUNTY, OREGON

SEC. 7, T-39-S, R-11 1/2-E

5791



4010

Olive H. Marshall Trustee c/o Patricia Ann Shuck Trustee
APN: 3911V0000-02700

RECEIVED

AUG 24 1993

T. COVERT

NO.	DATE	DESCRIPTION	W.O.	DR.	CH.	APPROVALS
RECORD OF APPROVALS AND CHANGES						

PREPARED BY CH2M HILL

W.O.	
SUPV	
DSGN	R. WILKE
DWN	L. McCALL
CHKD	
SCALE	1" = 800'

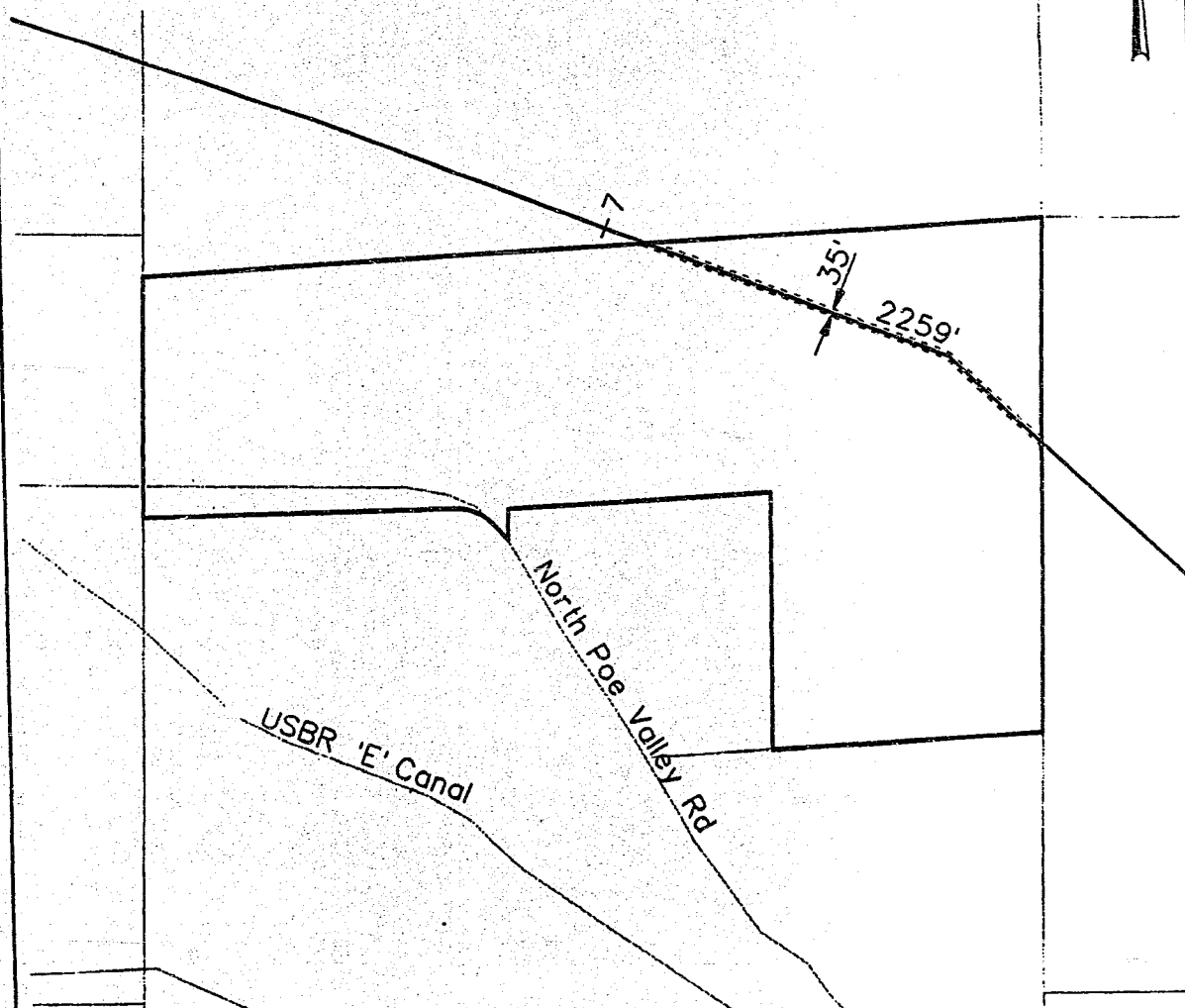
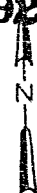
PIPELINE
RIGHT-OF-WAY
PACIFIC GAS TRANSMISSION COMPANY
PORTLAND, OREGON

SUPERSEDES	
SHEET	OF SHEETS
DRAWING NUMBER	CHANGE
M-4010	

KLAMATH COUNTY, OREGON

SEC.18, T-39-S, R-11 1/2-E

5792



4020

Olive H. Marshall Trustee c/o Patricia Ann Shuck Trustee
APN: 3911V1800-00100

RECEIVED

AUG 24 1993

T. COVERT

NO.	DATE	DESCRIPTION	W.O.	DR.	CH.	APPROVALS

RECORD OF APPROVALS AND CHANGES

PREPARED BY CH2M HILL

W.O.
SUPV
DSGN R.WILKE
DWN L.McCALL
CHKD
SCALE 1" = 800' ±

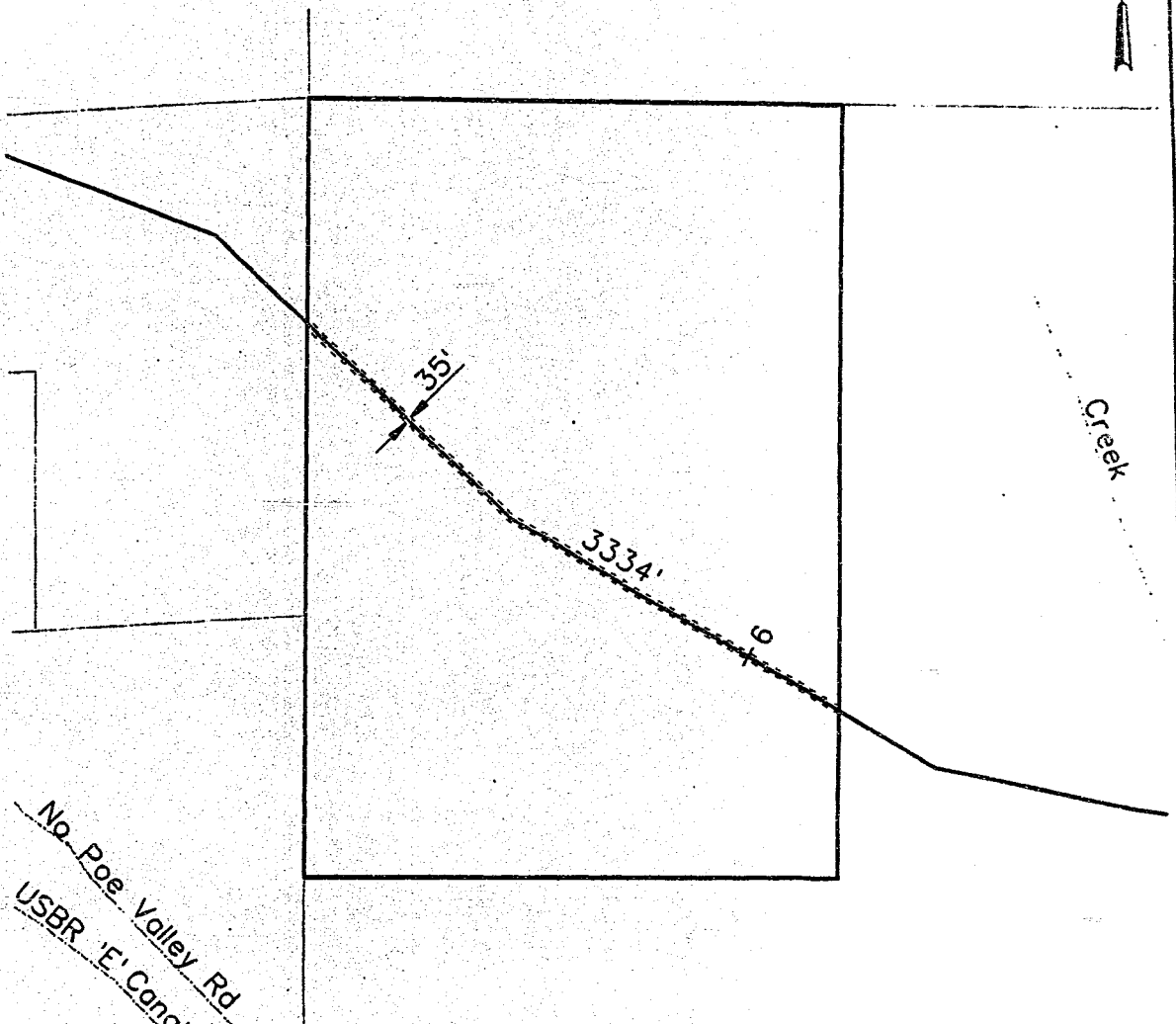
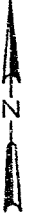
PIPELINE
RIGHT-OF-WAY
PACIFIC GAS TRANSMISSION COMPANY
PORTLAND, OREGON

SUPERSEDES		
SHEET	OF	SHEETS
DRAWING NUMBER		CHANGE
M-4020		

KLAMATH COUNTY, OREGON

SEC. 17, T-39-S, R-11 1/2-E

5793



4030

Olive H. Marshall Trustee c/o Patricia Ann Schuck Trustee
APN: 3911V0000-06000

RECEIVED
AUG 24 1993
T. COVERT

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 R. WILKE		DRAWING NUMBER	
DWN L. McCALL		M-4030	
CHKD		CHANGE	
SCALE 1" = 800'			

PREPARED BY CH2M HILL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
 County of Santa Clara

On 25th January 1995 before me, Marie A. Dahl Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"
 personally appeared John Francis Marshall
NAME(S) OF SIGNER(S)

☐ personally known to me - **OR** - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Marie A. Dahl
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER
TITLE(S)
☐ PARTNER(S) ☐ LIMITED
☐ ATTORNEY-IN-FACT ☐ GENERAL
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Right of Way Agreement
TITLE OR TYPE OF DOCUMENT

6
NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ PGT _____ the 15th day
 of _____ March A.D., 19 95 at 11:11 o'clock A M., and duly recorded in Vol. 495
 of _____ Deeds _____ on Page 5787

FEE \$45.00

Bernetha G. Letsch, County Clerk
 By Lynette H. H. H.