

RIGHT OF WAY AGREEMENT

VERNON RAY POWERS and PATRICIA ANN POWERS, husband and wife, 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:

A tract of land situated in the Northeast Quarter of Section 19, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8" iron pin situated South 00° 14' 22" West 333.00 feet from the Northeast corner of said Section 19, marked by a County Surveyor brass capped monument; thence South 00° 14' 22" West 776.83 feet to a 5/8" iron pin; thence South 11° 36' 09" West 87.28 feet to a 5/8" iron pin; thence North 85° 39' 29" West 1035.29 feet to a 5/8" iron pin on the Easterly right-of-way line of the County Road; thence along the said Easterly right-of-line North 41° 01' 05" West 15.74 feet to a 5/8" iron pin; thence along the arc of a curve to the right (central angle = 30° 53' 45", radius = 610.00 feet) 328.93 feet to a 5/8" iron pin; thence North 10° 07' 20" West 486.51 feet to a 5/8" iron pin; thence leaving said right-of-way line East 1289.21 feet to the point of beginning.

SAVING AND EXECPTING THEREFROM the following described property:

A strip of land 60 feet wide and 750 feet long, measured on the centerline, said centerline being more particularly described as follows: Beginning at a point 760.0 feet West and 1180.0 feet South of the Section corner common to Sections 17, 18, 19, and 20, Township 39 South, Range 11 East of the Willamette Meridian, said point being on the East bank of the Horsefly Irrigation Canal; thence East a distance of 750.0 feet to the West bank of Lost River, recorded in Deed Volume 258, page 85, Deed 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.

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 18th day of JAN, 1995.

Executed in the presence of:

Subscribing Witness

Subscribing Witness

Vernon Ray Powers
Vernon Ray Powers

Patricia Ann Powers
Patricia Ann Powers

PACIFIC GAS TRANSMISSION COMPANY

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

By: _____

and across said lands by means of roads and

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that more contact had to be made with agents who could help in the investigation.

base had previously buying out of the market by suitable means and in the ground provided use

the amount of the reasonable amount of actual damages to crops, timber, or other property, and 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 the right of eminent domain.

[illegible]

you've become an adult, didn't you? You should be able to take care of your things, right? You're a grown-up now, aren't you?

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

Ray Powers

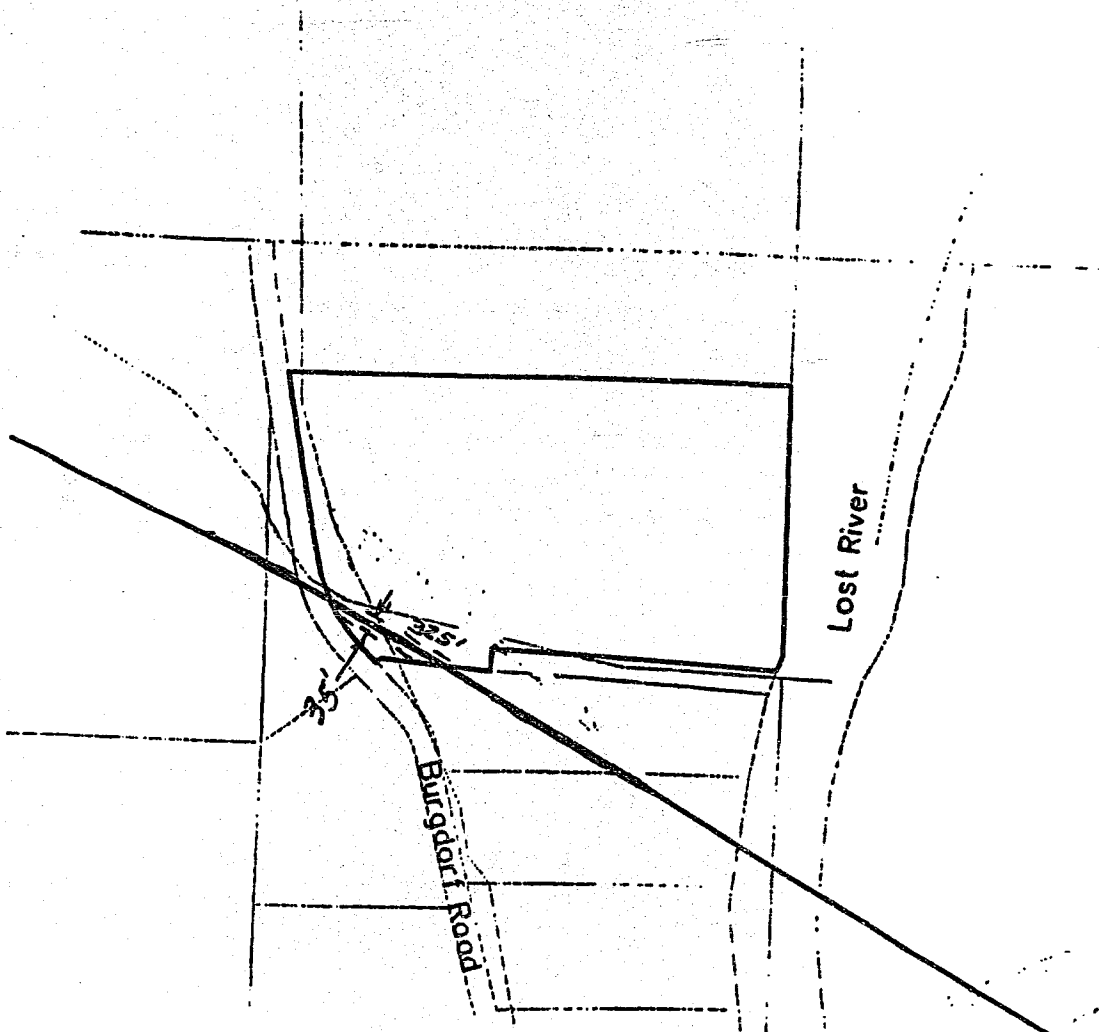
SECRET

THE UNIVERSITY OF CHICAGO PRESS

KLAMATH COUNTY, OREGON

SEC.19, T-39-S, R-11-E

5807



4184

Vernon R. & Patricia Ann Powers

APN: 391101900-00200

2	12-5-94	Field Change							
1	08-23-94	FINAL SURVEY							
NO.	DATE	DESCRIPTION	W.C.	E.C.	C.H.	APPROVALS			
RECORD OF APPROVALS AND CHANGES									
W.O.		PIPELINE RIGHT-OF-WAY PACIFIC GAS TRANSMISSION COMPANY PORTLAND, OREGON				SUPERSEDES			
SUPV						SHEET OF SHEETS			
DSGN B. SCHMITZ						DRAWING NUMBER			
DWN L. MCCALL						M-4184			
CHKD						CHANGE			
SCALE 1" = 400'		2							

PREPARED BY: CCM/ML

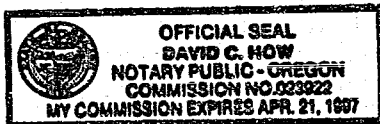
STATE OF OREGON)
)ss
 COUNTY OF KLAMATH)

On this 18th day of January, 1995, personally came before me, a notary public in and for said County and State, the within named VERNON RAY POWERS and PATRICIA ANN POWERS, to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, and for the uses and purposed therein mentioned.

Given under my hand and official seal the day and year last above written.

My commission expires:

(SEAL)



David C. How

Notary public in and for the
 State of Oregon
 Residing at Medford

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ PGT _____ the _____ 15th _____ day
 of _____ March _____ A.D., 19 95 at 11:12 o'clock A M., and duly recorded in Vol. _____ M95
 of _____ Deeds _____ on Page 5804.

FEE \$30.00

By Bernetha G. Letsch, County Clerk
Supette H. H. tag