OR

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Vol. M95 Page 6263 4.

03-21-95A09:32 RCVD

Route ID: O-KL-2200
APN: 390901700-01100

RIGHT OF WAY AGREEMENT

TIBURCIO ALVAREZ and CAMILLA ALVAREZ, 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:

All that portion of Lot 4, Lot 7, Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter of Section 17, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and all that portion of Lot 6 and Lot 12 of Section 20 lying Easterly of the Easterly right-of-way line of the Central Pacific Railroad as now located and as further described in Book 22 at page 164 and in Book 25 at page 211 of Deed Records of Klamath County, Oregon, and lying Northeasterly of the northeasterly right-of-way line of the U.S.B.R. Lost River Diversion Channel as now located and as further described in Book 34 at page 377, book 35 at page 122 and Book 96 at page 188 of Deed Records of Klamath County, Oregon, EXCEPTING THEREFROM

1. That portion conveyed for F-19 lateral to United States of America by Deed dated April 26, 1909, recorded April 26, 1909, in Book 26 at page 175, Deed Records of Klamath County, Oregon.

2. That portion conveyed for First Unit Main Drain to United States of America by deed dated September 12, 1912, recorded September 16, 1912, in Book 37 at page 632, Deed Records of Klamath County, Oregon.

3. That portion described in Final Judgement of Condemnation dated June 13, 1950, recorded July 12, 1950, in Book 240 at page 171, 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 south and twenty (20) feet to the north (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;

return to: PGT
48 HAWTHORNE STREET
MEDFORD, OR 97504

25 in

(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 6th day of March, 1995.

Executed in the presence of:

James H. Foster
Subscribing Witness

James H. Foster
Subscribing Witness

Tiburcio Alvarez
TIBURCIO ALVAREZ

Camilla Alvarez
CAMILLA ALVAREZ

PACIFIC GAS TRANSMISSION COMPANY

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

By: _____

STATE OF OREGON }
} ss.
County of Jackson }

On this 17th day of March, 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 James H. Foster, 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 Portland, Oregon, and that he was present and saw Tiburcio Alvarez and Camilla Alvarez, personally known to him to be the same person 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.

OFFICIAL SEAL
GREGG A. McCLEERY
NOTARY PUBLIC - OREGON
COMMISSION NO.026649
MY COMMISSION EXPIRES AUG. 01, 1997

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

STATE OF OREGON }
} ss.
County of Jackson }

On this 17th 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.

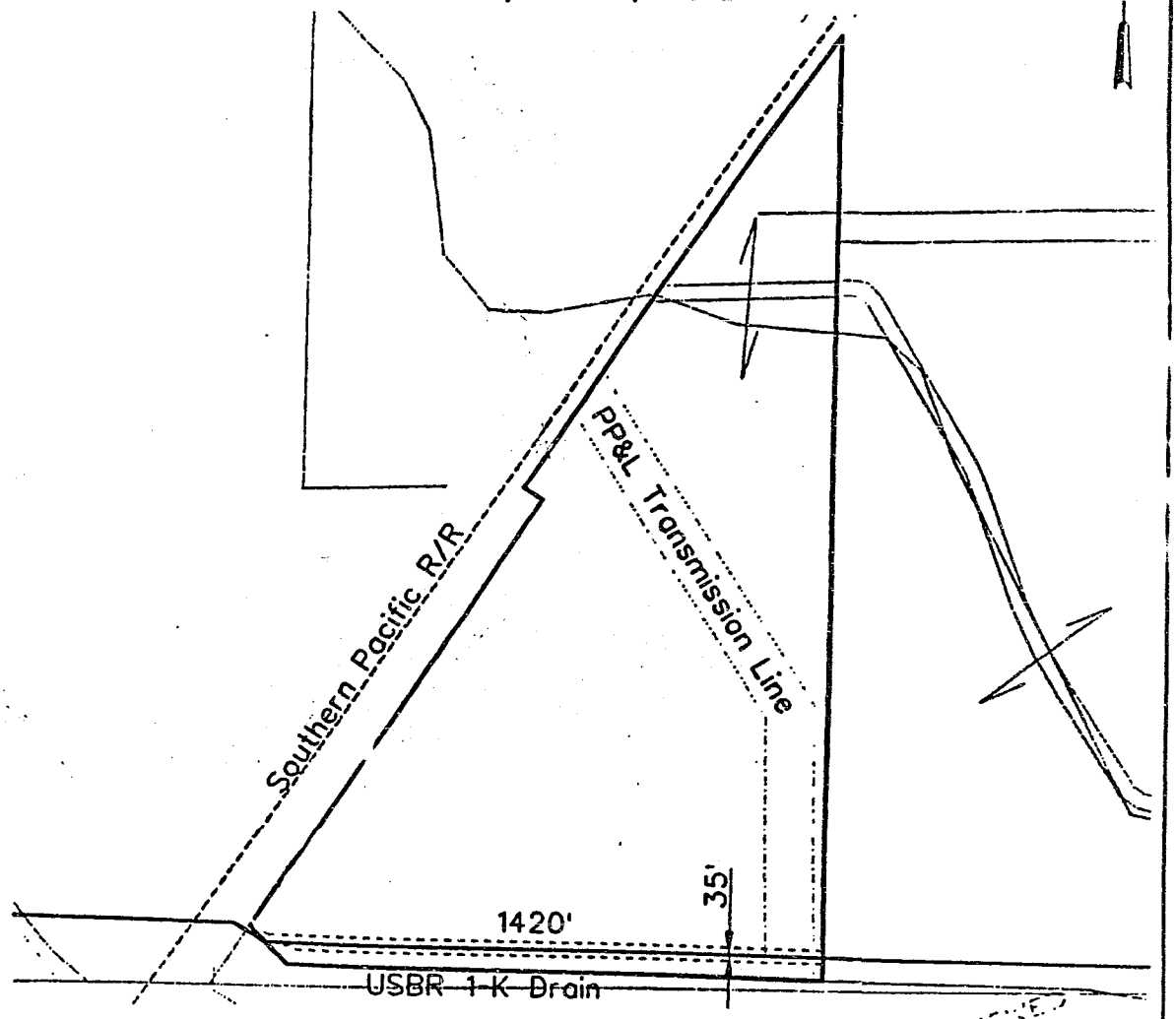
OFFICIAL SEAL
GREGG A. McCLEERY
NOTARY PUBLIC - OREGON
COMMISSION NO.026649
MY COMMISSION EXPIRES AUG. 01, 1997

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

6266

KLAMATH COUNTY, OREGON

SEC.17, T-39-S, R-9-E



2200 Tiburcio & Camilla Alvarez

APN: 390901700-01100

RECEIVED AUG 18 1994 T. COVERT

NO.	DATE	DESCRIPTION	W.O.	DR.	CH.	APPROVALS
1	07-21-94	FINAL SURVEY MP 20.04A • 4154.3				

RECORD OF APPROVALS AND CHANGES

W.O.	PIPELINE RIGHT-OF-WAY	SUPERSEDES
SUPV		SHEET OF SHEETS
DSGN B. SCHMITZ		DRAWING NUMBER M-2200
DWN L. McCALL	PACIFIC GAS TRANSMISSION COMPANY PORTLAND, OREGON	CHANGE 1
CHKD		
SCALE 1" = 400'±		

PREPARED BY CH2M HILL 17-AUG-94

STATE OF OREGON: COUNTY OF KLAMATH : ss.

Filed for record at request of PGT the 21st day of March A.D., 19 95 at 9:32 o'clock A M., and duly recorded in Vol. M95, of Deeds on Page 6263.

Bernetha G. Letsch, County Clerk

By Lynette Hartley

FEE $25.00