

Route ID: O-KL-2280, O-KL-2284, O-KL-2294, O-KL-2320
 APN: 390901600-00900 (2280), 390901600-00500 (2284),
 390901600-00402 (2294), 390901600-01000 (2320)

RIGHT OF WAY AGREEMENT

WESGO, a Partnership, 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:

SEE EXHIBIT "A" ATTACHED HERETO

W5 AS ^{W5} ~~DEP~~ ^{DEP}ICATED ON PAGES 4, 5, 6 & 7 OF THIS AGREEMENT

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 ^{SHALL} ~~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:

Return to:

PGT
 48 HAWTHORNE STREET
 MEDFORD, OR 97504

(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.

Nothing herein shall be construed to prevent first party or his successors in title from constructing streets, sidewalks, waterlines, gas mains, sanitary or storm sewers across the easement herein granted, provided that such installations are made in such a manner as not to interfere with the construction, maintenance, or operation of second party's lines or appurtenances, and provided further that the plans, specifications, and method of construction thereof shall be first submitted to second party or its successor for its approval, but in no event shall any of such installations be constructed longitudinally over the pipeline.

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 29TH day of MARCH, 1995.

Executed in the presence of:

Teresa Covert
Subscribing Witness

Teresa Covert
Subscribing Witness

WESGO

By: Melvin Stewart
Melvin Stewart

By: Benjamin Menold
Benjamin Menold

PACIFIC GAS TRANSMISSION COMPANY

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

By: _____

EXHIBIT "A"

Parcel 1: A tract of land situated in the Southeast Quarter of Section 16, Township 39 South, Range 9 East of the Willamette Meridian, described as follows: That portion of the Southeast Quarter lying Westerly of the Westerly right of way line of Southern Pacific Railroad and South of a line 1180 feet North and parallel to the South line of said Section 16; EXCEPTING THEREFROM any portion lying within roads or highways.

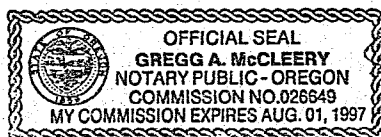
Parcel 2: A tract of land situated in the Southeast Quarter of Section 16, Township 39 South, Range 9 East of the Willamette Meridian, described as follows: That portion of the Southeast Quarter lying Westerly of the Westerly right of way line of Southern Pacific Railroad and North of a line 1180 feet North of and parallel to the South line of said Section 16, EXCEPTING THEREFROM any portions lying within roads and highways.

Parcels 3 and 4: That portion of the Southeast Quarter of Section 16, Township 39 South, Range 9 East of the Willamette Meridian, lying Northeasterly of the Southern Pacific Railroad and Southerly of the Southside By-Pass, EXCEPTING THEREFROM: Beginning at the intersection of the Northeasterly boundary of the Southern Pacific Railroad right of way and the Westerly line of the County Road right of way which runs North and South along the East line of Section 16, thence North along the West line of said County Road 600.0 feet; thence West to the Northeasterly line of said Railroad right of way; thence along said Railroad right of way line including widened portion in a Southeasterly direction to the point of beginning.

STATE OF OREGON }
 } ss.
County of Jackson }

On this 31st day of January, 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 Teresa Covert 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 SHE RESIDES IN Medford, Oregon, and that she was present and saw Melvin Stewart and Benjamin Menold personally known to her to be the same person whose names are subscribed to the foregoing instrument, execute and deliver the same, and acknowledge to said affiant that he executed the same as the free act and deed on behalf of the partnership and that said affiant subscribed her 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.

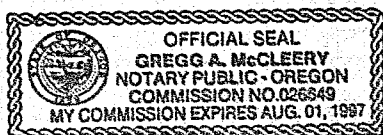


Gregg A. McCleery
GREGG A. MCCLEERY
NOTARY PUBLIC FOR OREGON
My Commission Expires: August 1, 1997

STATE OF OREGON }
 } ss.
County of Jackson }

On this 10th day of April, 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.

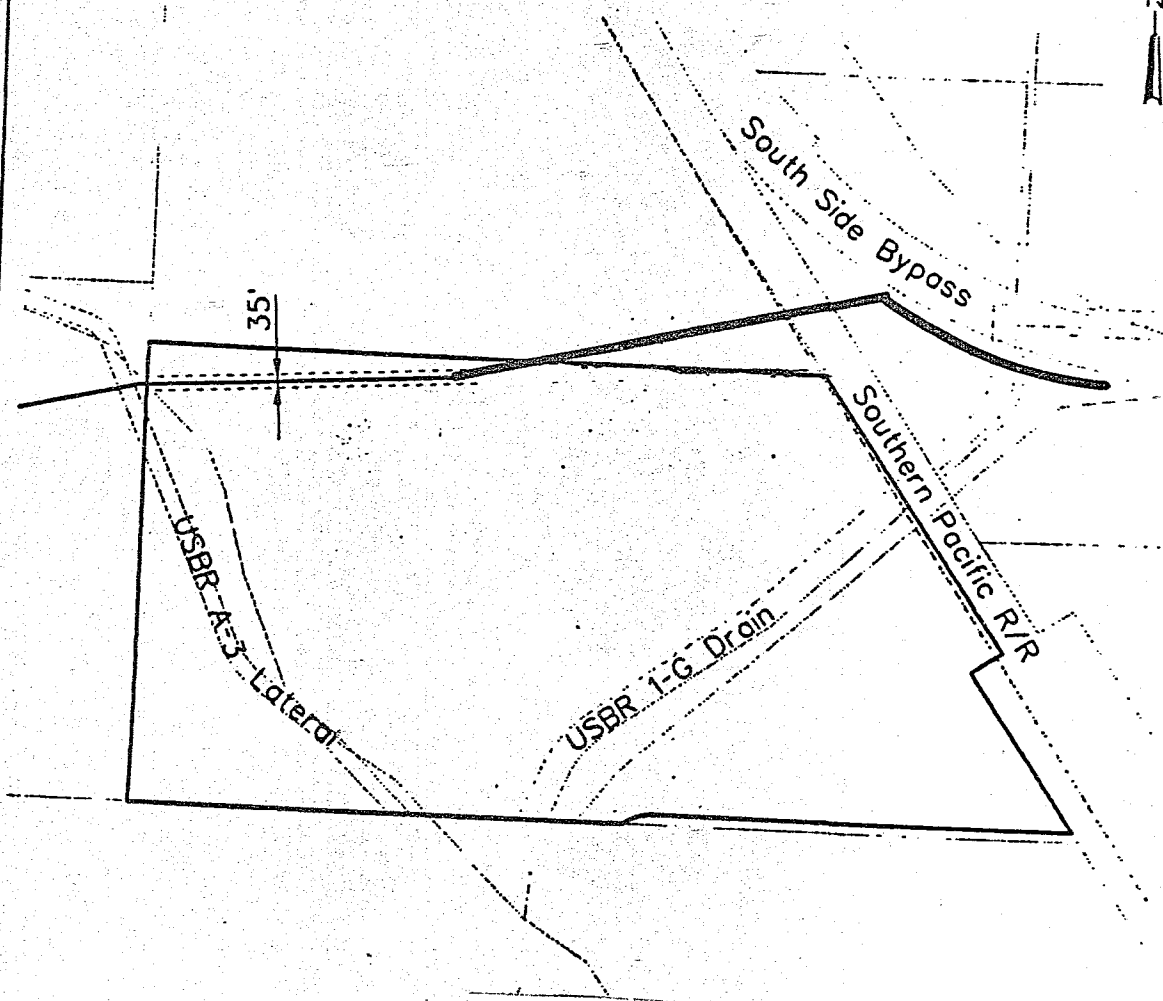
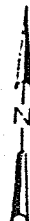


Gregg A. McCleery
GREGG A. MCCLEERY
NOTARY PUBLIC FOR OREGON
My Commission Expires: August 1, 1997

KLAMATH COUNTY, OREGON

12321

SEC.16, T-39-S, R-9-E



2280

WESGO

APN: 390901600-00900

RECEIVED

AUG 24 1993

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

T. COVERT

RECORD OF APPROVALS AND CHANGES

W.O.
SUPV
DSGN R. WILKE
DWN L. McCALL
CHKD
SCALE 1" = 400'

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

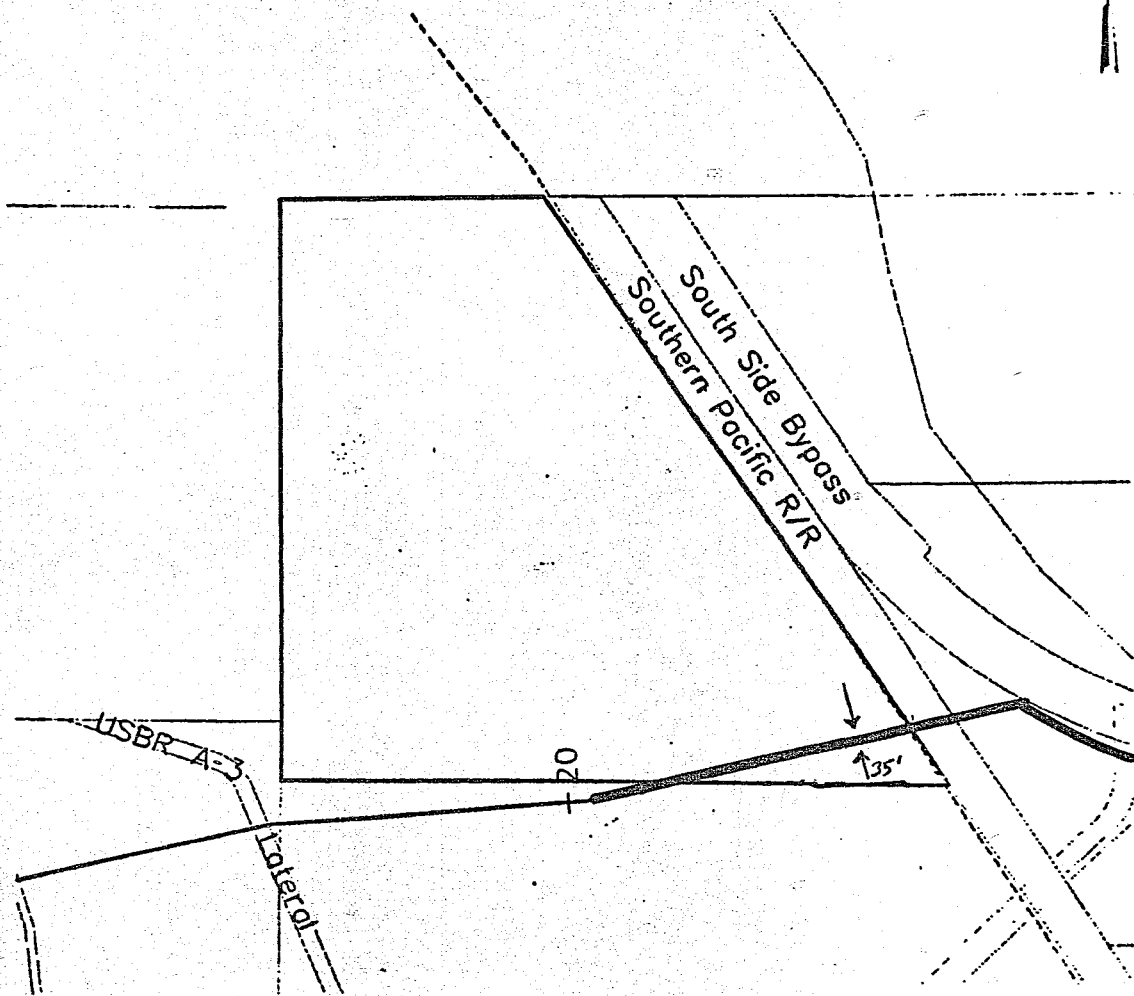
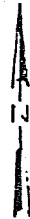
SUPERSEDES	
SHEET	OF SHEETS
DRAWING NUMBER	CHANGE
M-2280	

PREPARED BY CH2M HILL

12322

KLAMATH COUNTY, OREGON

SEC.16, T-39-S, R-9-E



2284

WESGO

APN: 390901600-00500

05-MAY-94
PREPARED BY CH2M HILL

RECEIVED

MAY - 9 1994

T. COVERT

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

RECORD OF APPROVALS AND CHANGES

W.O.
SUPV
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DWN L. McCALL
CHKD
SCALE 1" = 400'

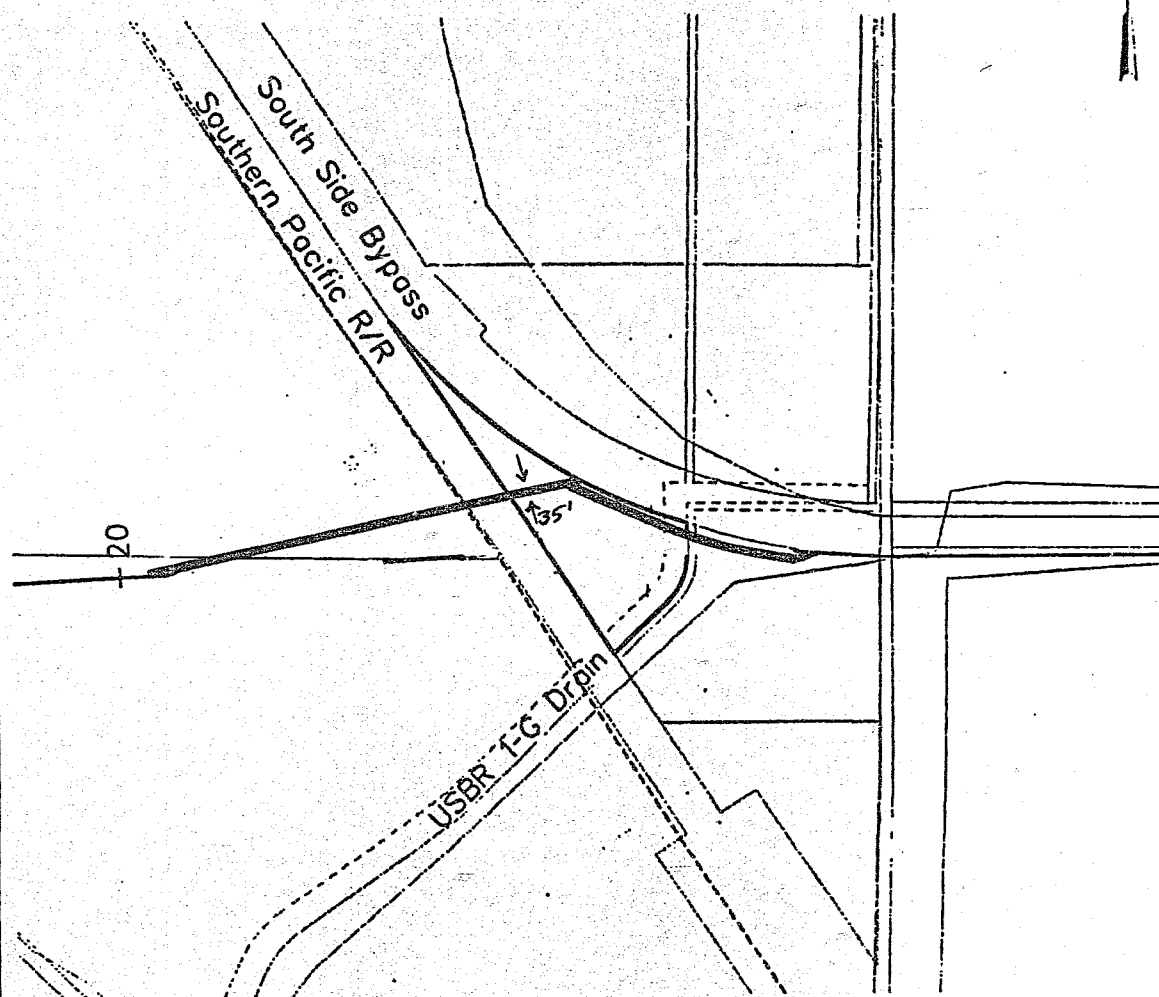
PIPELINE
RIGHT-OF-WAY
PACIFIC GAS TRANSMISSION COMPANY
PORTLAND, OREGON

SUPERSEDES	
SHEET	OF SHEETS
DRAWING NUMBER	CHANGE
M-2284	

12323

KLAMATH COUNTY, OREGON

SEC.16, T-39-S, R-9-E



2294

WESGO

APN: 390901600-00402

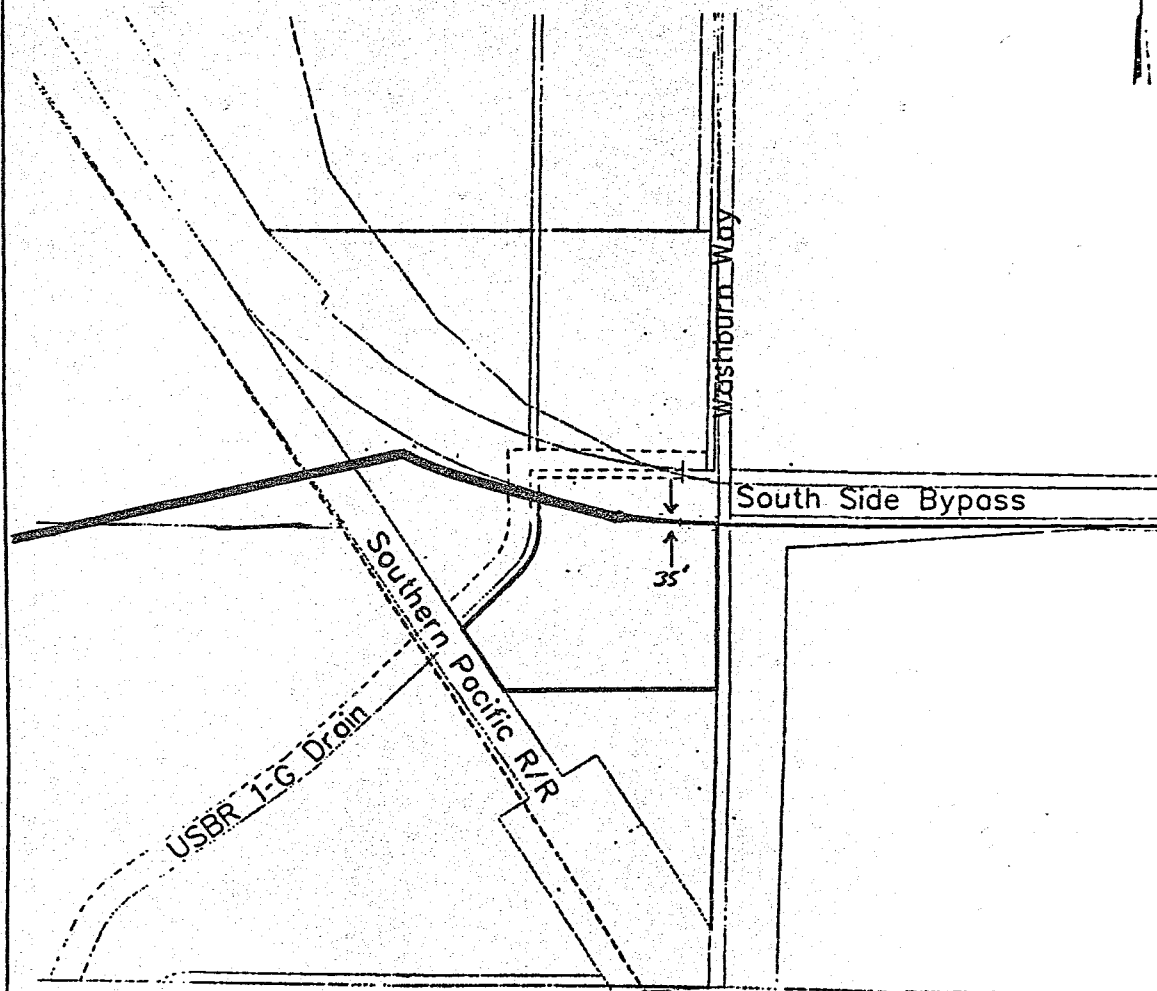
PREPARED BY CH2M HILL 05-MAY-94

5/11/94 RECEIVED											
MAY - 9 1994											
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-2294					
CHKD						CHANGE					
SCALE 1" = 400'											

KLAMATH COUNTY, OREGON

SEC.16, T-39-S, R-9-E

12324



2320

WESGO

APN: 390901600-01000

PREPARED BY CHOW HUI 05-MAY-94

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

RECEIVED
MAY -9 1994
T. GOVERT

RECORD OF APPROVALS AND CHANGES

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DSGN R. WILKE
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CHKD
SCALE 1" = 400'

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

SUPERSEDES	
SHEET	OF SHEETS
DRAWING NUMBER	CHANGE
M-2320	

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Pacific Gas Transmission Co. the 12th day
of May A.D., 19 95 at 9:49 o'clock A M., and duly recorded in Vol. M95
of Deeds on Page 12318

Bernetha G. Letsch, County Clerk

By Annette Mueller

FEE \$40.00