

PGT Route #: O-KL-2540
APN: R3909024A0-01700

RIGHT OF WAY AGREEMENT

PAUL FAIRCLO and JUANITA FAIRCLO, husband and wife, and CLARENCE BRISSENDEN and MARJORIE BRISSENDEN, husband and wife, hereinafter called first party, in consideration of value paid by PACIFIC GAS TRANSMISSION COMPANY, a California corporation, hereinafter called second party, the adequacy and receipt whereof 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 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 underground 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 pipeline 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:

Beginning at a point on the East boundry of Section 24, Township 39 South, Range 9 East of the Willamette Meridian, which lies South along said line a distance of 1909.6 feet from the Northeast corner of said Section 24; thence South $89^{\circ} 28' 50''$ West a distance of 742 feet; thence South $89^{\circ} 27' 20''$ West 797.5 feet; thence South $89^{\circ} 05' 40''$ West to a point on the West line of the Northeast quarter of said Section 24; thence South along said line to the Southwest corner of said Northeast Quarter; thence East along the South line of said Northeast Quarter to the Southeast corner thereof; thence North along the East line of said Northeast Quarter to the point of beginning.

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 other underground 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;

Return to:

PGT
48 HAWTHORNE STREET
MEDFORD, OR 97504

- (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.

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 8TH day of APRIL, 1995.

Executed in the presence of:

Witness

SEE SIGNATURE PAGE

Witness

ATTACHED HERETO

PACIFIC GAS TRANSMISSION COMPANY

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

By: _____

SIGNATURE PAGE ATTACHED TO RIGHT OF WAY AGREEMENT DATED 4/08/95Teresa Covert

Witness

Teresa Covert

Witness

Teresa Covert

Witness

Teresa Covert

Witness

Paul H. Fairclo

Paul Fairclo

Juanita Fairclo

Juanita Fairclo

Clarence Brissenden

Clarence Brissenden

Marjorie F. Brissenden

Marjorie Brissenden

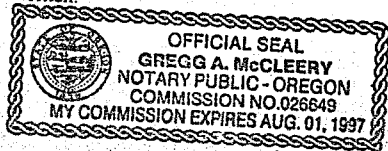
STATE OF OREGON

County of Jackson

} ss.

On this 10th day of April, 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 Paul Fairclo, Juanita Fairclo, Clarence Brissenden and Marjorie Brissenden, 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 they executed the same as their free act and deed.

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

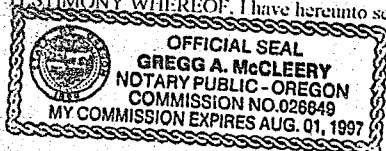
STATE OF OREGON

County of Jackson

} ss.

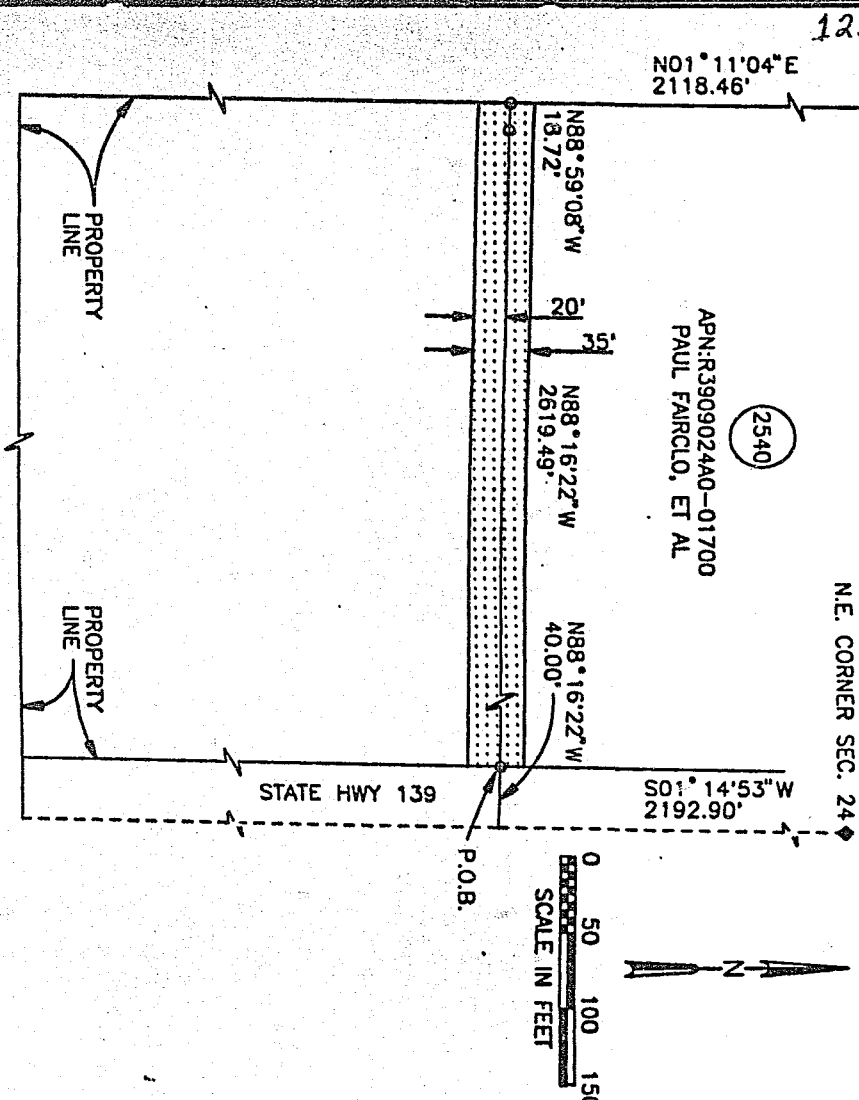
On this 14th day of April, 1995 before me appeared W. G. Thomas, to me personally known, who being duly sworn, did say that he, the said W. G. Thomas is the Land Manager of Pacific Gas Transmission Company, the within named Corporation, and that this instrument was signed in behalf of said Corporation 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
SEC. 24, T-39-S, R-9-E, W.M.



NARRATIVE

1. THE PURPOSE OF THIS MAP AND NOTATIONS IS TO DEPICT AND DESCRIBE AN EASEMENT, BEING A PORTION OF SECTION 24, T.39 S., R.9 E., W.M., KLAMATH COUNTY, OREGON.
2. BASIS OF BEARINGS IS OREGON STATE PLANE COORDINATE SYSTEM, SOUTH ZONE. ALL DISTANCES ARE GRID. DIVIDE DISTANCES SHOWN BY 0.99985 TO OBTAIN GROUND DISTANCES.

DESCRIPTION OF EASEMENT

A 2.12 ACRE PARCEL FOR THE INSTALLATION OF A NATURAL GAS PIPELINE BEING A STRIP OF LAND 35.0 FEET WIDE LYING 20.0 FEET TO THE LEFT OF AND 15.0 FEET TO THE RIGHT OF THE FOLLOWING DESCRIBED LINE:
BEING A PORTION OF THAT PARCEL OF LAND DESCRIBED BY DEED RECORDED IN BOOK 89 OF DEEDS AT PAGE 16799, RECORDED IN THE OFFICIAL RECORDS OF SAID KLAMATH COUNTY.

COMMENCING AT THE CORNER COMMON TO SECTIONS 13 & 24, T.39 S., R.9 E. AND SECTIONS 18 & 19, T.39 S., R.10 E., W.M., SAID POINT MARKED BY A IRON AXLE AS PER KLAMATH COUNTY SURVEY NO. 1412, THENCE ALONG THE EAST LINE OF SAID SECTION 24, S.01°14'53"W, 2192.90 FEET, THENCE LEAVING SAID EAST LINE, N.88°16'22"W, A DISTANCE OF 40.00 FEET TO A POINT ON AN EXISTING FENCE ON THE ASSUMED WESTERLY RIGHT OF WAY OF STATE HIGHWAY 139, THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE FROM SAID POINT OF BEGINNING, CONTINUING N.88°16'22"W, 2619.49 FEET, THENCE N.88°59'08"W, 18.72 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24, THE POINT OF TERMINATION OF THIS DESCRIPTION, FROM WHENCE THE NORTH QUARTER OF SAID SECTION 24 BEARS N.01°11'04"E., A DISTANCE OF 2118.46 FEET, SAID CORNER MARKED BY A IRON PIN PER KLAMATH COUNTY SURVEY NO. 4789.

FEB 3 1995

T. COVER TRACT NO. 0-KL-2540

NO.	DATE	DESCRIPTION	W.O.	DR.	CH.	APPROVALS	W.O.	949444
							SUPV	
							DSGN	TB
							DWN	TB
							CHKD	JF
							DATE	JAN 95

PIPELINE EASEMENT
16.5
SEC. 24, T-39-S, R-9-E, W.M.
KLAMATH COUNTY, OREGON
PACIFIC GAS TRANSMISSION COMPANY
PORTLAND, OREGON

SCALE 1" = 100'
BILL OF MATERIAL
SUPERSEDES
SHEET
DRAWING NUMBER

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 12325.

FEE \$25.00 By Bernetha G. Letsch, County Clerk Annette Muelken