

RIGHT OF WAY AGREEMENT

WILLIAM M. KENNEDY and BARBARA H. KENNEDY, 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 (with like kind and size), maintain, use and remove such pipeline 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 pipeline, 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 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, for the purpose described above within which the pipeline and related devices shall be installed, described as follows, to wit:

All appliances, fixtures and appurtenances will be placed underground except for one riser for the purpose of providing cathodic protection having a vertical dimension of approximately four (4) feet above ground and being approximately four (4) inches in diameter.

The Southeast Quarter of the Southeast Quarter; the Southwest Quarter of the Northeast Quarter; the Southeast of the Northwest Quarter; the East Half of the Southwest Quarter; the Southwest Quarter of the Southwest Quarter of Section 16, Township 39 South, Range 11 1/2 East, Willamette Meridian

It is agreed between the parties that as soon as second party has completed the installation of the 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 pipe as actually laid by the second party across the said lands of first party, or adjacent thereto if the 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 accurately 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 pipe and 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 (with like kind and size) of such pipeline, or the related 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 pipeline 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;

Return to:

PGT
48 HAWTHORNE STREET
MEDFORD, OR 97504

(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 full 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 in the exercise of the right of ingress or egress or other rights exercised under subparagraph (a) through (e);

(b) second party shall promptly backfill any trench made by it on said strip and second party shall restore the surface of the ground to its condition prior to second party's trenching operations, that is to the original soil profile..

(c) second party shall indemnify first party against any loss or damage which shall be caused in any part by second party or its agents or employees in the course of their employment arising out of the presence of the pipeline and pipeline easement on first party's land.

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 related 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 7TH day of APRIL, 1995.

Executed in the presence of:

Subscribing Witness

Subscribing Witness

William M. Kennedy

Barbara H. Kennedy

PACIFIC GAS TRANSMISSION COMPANY

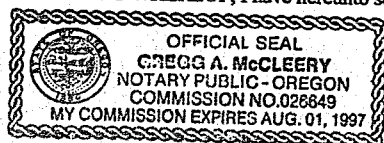
By: W. G. Thomas GMC
W. G. Thomas, Land Manager

By: _____

STATE OF OREGON }
County of Jackson } ss

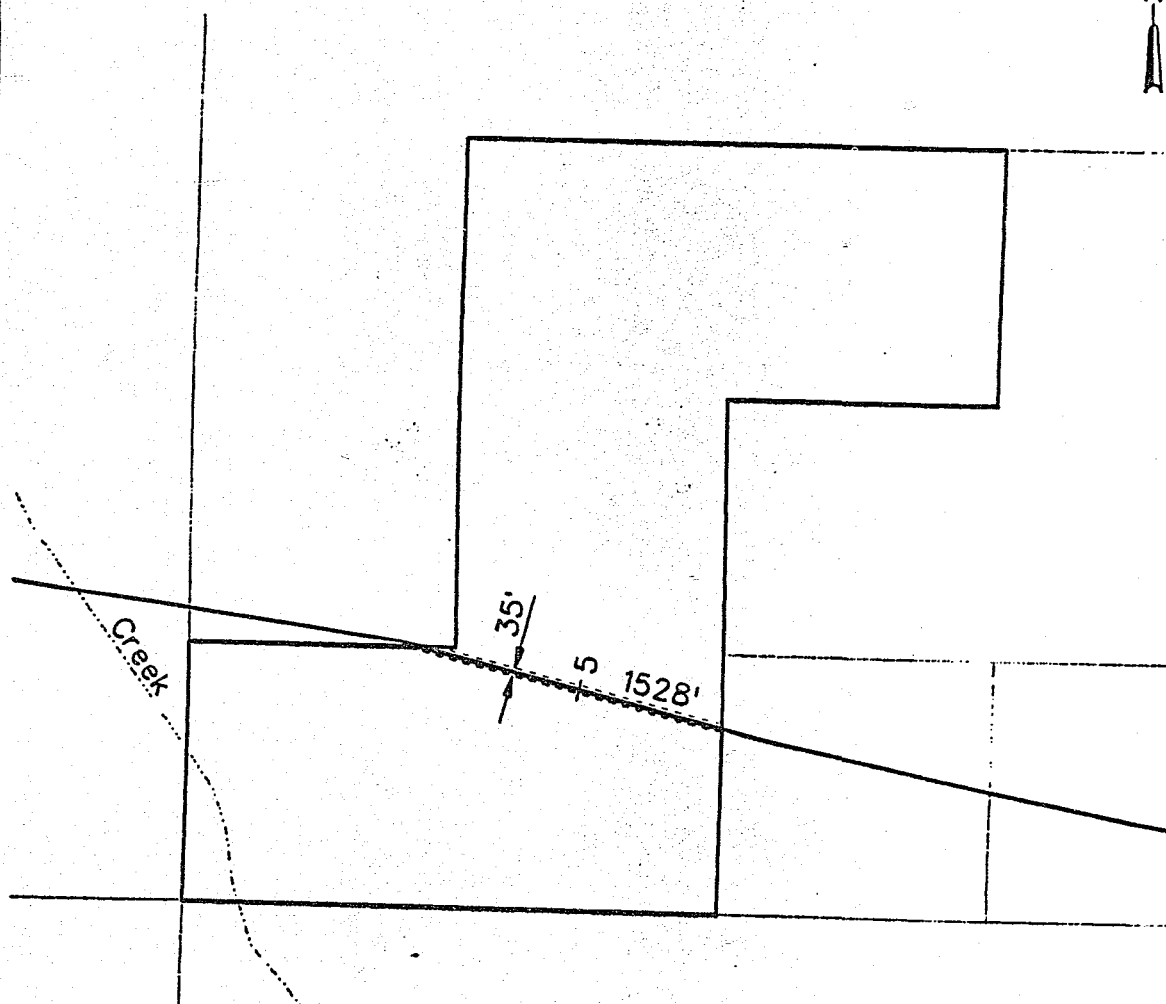
On this 28th day of April, 1995 before me appeared W. G. Thomas, to me personally known, who being duly sworn, did say that he, the said W. G. Thomas is the Land Manager of Pacific Gas Transmission Company, the within named Corporation, and that this instrument was signed in behalf of said Corporation 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
NOTARY PUBLIC FOR OREGON
My Commission Expires: August 1, 1997

SEC. 16, T-39-S, R-11 1/2-E



4060

William M. & Barbara H. Kennedy

APN: 3911V0000-05400

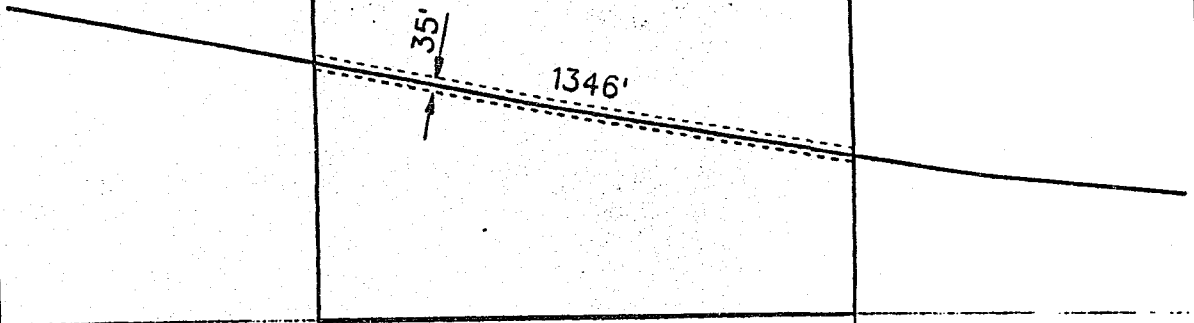
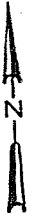
NO.	DATE	DESCRIPTION	W.O.	D.R.	C.H.	APPROVALS			

RECORD OF APPROVALS AND CHANGES	W.O.
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W.O.	PIPELINE RIGHT-OF-WAY PACIFIC GAS TRANSMISSION COMPANY PORTLAND, OREGON	SUPERSEDES	
SUPV		SHEET	SHEETS
DSGN R. WILKE		OF	
DWN L. McCALL		DRAWING NUMBER	CHANGE
CHKD		M-4060	
SCALE 1" = 800'			

KLAMATH COUNTY, OREGON

SEC. 16, T-39-S, R-11.1/2-E



4080

William M. & Barbara H. Kennedy

APN: 3911V0000-05800

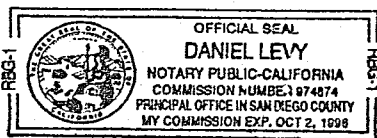
NO.	DATE	DESCRIPTION	W.O.	DR.	CH.	APPROVALS
RECORD OF APPROVALS AND CHANGES						
W.O. SUPV DSGN R. WILKE DWN L. McCALL CHKD SCALE 1" = 400' ±			PIPELINE RIGHT-OF-WAY PACIFIC GAS TRANSMISSION COMPANY PORTLAND, OREGON		SUPERSEDES SHEET OF SHEETS DRAWING NUMBER M-4080 CHANGE	

PREPARED BY CH2M HILL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CaliforniaCounty of San DiegoOn April 7, 1995 before me, Daniel Levy,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"personally appeared William M. Kennedy & Barbara H. Kennedy
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.

Daniel Levy
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
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

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

DESCRIPTION OF ATTACHED DOCUMENT

Right of Way Agreement
 TITLE OR TYPE OF DOCUMENT

Four
 NUMBER OF PAGES

4/7/95
 DATE OF DOCUMENT

W.G. Thomas
 SIGNER(S) OTHER THAN NAMED ABOVE

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ PGT _____ the _____ 18th _____ day
 of _____ May _____ A.D., 19 _____ 95 at _____ 1:46 o'clock P _____ M., and duly recorded in Vol. _____ M95
 of _____ Deeds _____ on Page _____ 13011

FEE \$30.00

Bernetha G. Letsch, County Clerk
 By Supriya Arora