

**RIGHT OF WAY AGREEMENT**

KAREN CHRISTINE BREITHAUP and GARY LEE GRIMES, 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:

The West Half of the West Half of the Northeast Quarter of the Northeast Quarter, containing 10 acres and also, A Tract of Land described as follows: Beginning at the iron pin which marks the Northwest corner of the Southeast Quarter of the Northeast Quarter of Section 16, Township 39 South, Range 10 East of the Willamette Meridian in Klamath County, Oregon, and running thence; South, parallel to the North-South Quarter line and along the 40 line a distance of 882.2 feet to an iron pin which lies on the Northerly right-of-way line of the Klamath Falls-Lakeview Highway; Thence, South 57° 35' East along the Northerly right-of-way line of the Klamath Falls-Lakeview Highway a distance of 392 feet to an iron pin; Thence, North parallel to the North-South Quarter line a distance of 1,090.5 feet to an iron pin; Thence, North 89° 40' West, parallel to the North Section line a distance of 331 feet, more or less, to the point of beginning, said Tract containing 7.36 acres, more or less, in the Southeast Quarter of the Northeast Quarter. All in Section 16, Township 39 South, Range 10 East of the Willamette Meridian in 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;
- (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.

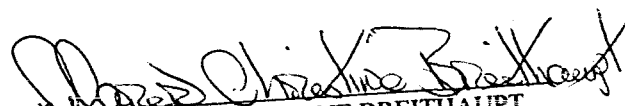
The provisions herein granted shall inure to the benefit of and bind the heirs, successors, and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

IN WITNESS WHEREOF the parties have executed these presents this 31st day of May, 1995.

Executed in the presence of:

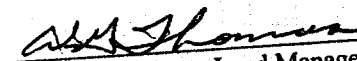
Subscribing Witness

Subscribing Witness

  
KAREN CHRISTINE BREITHAUPT

  
GARY DEE GRIMES

PACIFIC GAS TRANSMISSION COMPANY

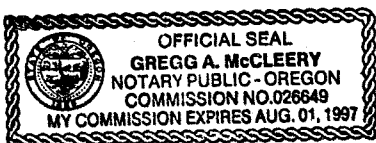
By:   
W. G. Thomas, Land Manager

By: \_\_\_\_\_

STATE OF OREGON }  
 } ss.  
 County of Jackson }

On this 7th day of June, 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.

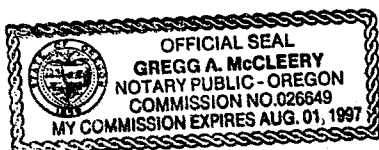


*Gregg A. McCleery*  
 GREGG A. MCCLEERY  
 NOTARY PUBLIC FOR OREGON  
 My Commission Expires: August 1, 1997

STATE OF OREGON, }  
 } SS.  
 County of Jackson }

BE IT REMEMBERED, That on this 25th day of May, 1995, before me the undersigned, a Notary Public in and for said County and State, personally appeared the within named Gary Lee Grimes known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

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 8/1/97

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

16520  
No. 5907

State of CALIFORNIA

County of ALAMEDA

On MAY 31, 1995

DATE

before me,

ELIZABETH A. FALLON, NOTARY PUBLIC

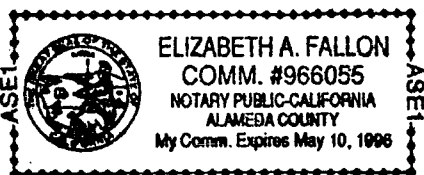
NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared

KAREN CHRISTINE BREITHAUP

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.

*E. A. Fallon*

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

2 COPIES 3 PAGES

NUMBER OF PAGES

05-31-95

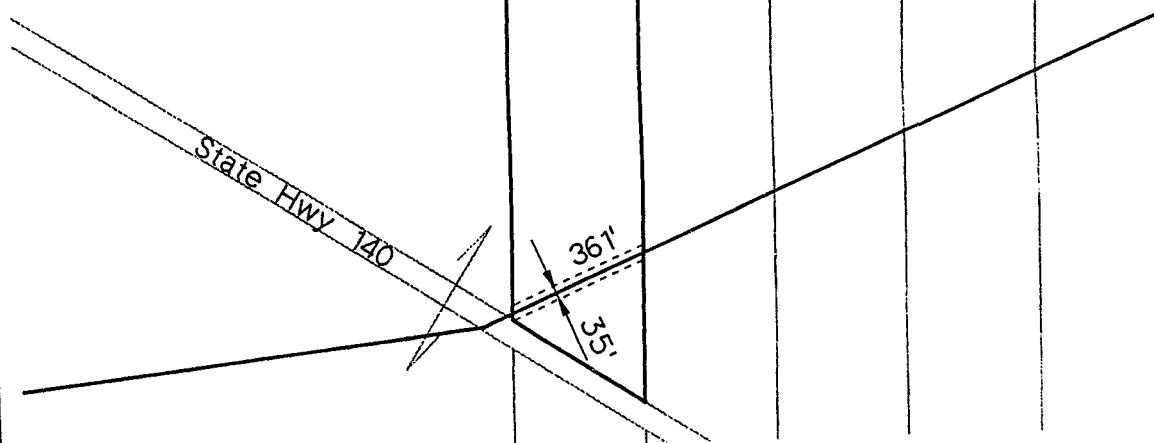
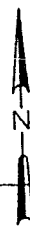
DATE OF DOCUMENT

GARY LEE GRIMES

SIGNER(S) OTHER THAN NAMED ABOVE

## KLAMATH COUNTY, OREGON

SEC. 16, T-39-S, R-10-E



Karen C. Breithaupt &amp; Gary Lee Grimes

2826

APN: 391001600-00400

PREPARED BY CH2M HILL 15-AUG-94

2	07-21-94	FINAL SURVEY MP 10.76C • 11573.7							
1	06-07-94	REDUCE ENV IMPACT MP 10.76B • 10901.5							
NO.	DATE	DESCRIPTION	W.O.	DR.	CH.	APPROVALS			
RECORD OF APPROVALS AND CHANGES									
W.O.			<b>PIPELINE RIGHT-OF-WAY</b>  <b>PACIFIC GAS TRANSMISSION COMPANY</b> PORTLAND, OREGON				SUPERSEDES		
SUPV							SHEET OF SHEETS		
DSGN B. SCHMITZ							DRAWING NUMBER		
DWN L. McCALL							M-2826		
CHKD							CHANGE		
SCALE 1" = 400' ±						2			

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_ PGT \_\_\_\_\_ the 23rd day  
 of June A.D., 19 95 at 10:53 o'clock A.M., and duly recorded in Vol. 16517  
 of \_\_\_\_\_ Deeds on Page \_\_\_\_\_

FEE \$30.00

 By Bernetha G. Letsch, County Clerk  
*Synette M. [Signature]*