

07-21-95A09:46 RCVD

RIGHT OF WAY EASEMENT (Gas Transmission Line)

THIS EASEMENT is granted as of the 28th day of April, 1995, by WEYERHAEUSER COMPANY, a Washington corporation, herein called "Weyerhaeuser," to PACIFIC GAS TRANSMISSION COMPANY, a California corporation, 213 West Sisters Avenue, Redmond, Oregon 97756-0123, herein called "Grantee," WITNESSETH:

I.

Weyerhaeuser, for and in consideration of the faithful observance and strict performance of the terms and conditions hereof, hereby grants to Grantee a right of way easement thirty-five (35) feet in width for:

A. An underground gas transmission pipeline, hereinafter referred to as "pipeline," upon, over, under and across portions of the following described lands owned by Weyerhaeuser in Jackson and Klamath Counties, Oregon:

<u>Description</u>	<u>Sec - Twp - Rng, W.M.</u>		
<u>JACKSON COUNTY</u>			
W½NW¼, SE¼SE¼	34	38S	4E
Govt. Lots 3 & 4, SW¼NE¼, SE¼NW¼, N½SE¼, SE¼SE¼	2	39S	4E
Govt. Lot 1	11	39S	4E
W½NW¼, SE¼NW¼, N½SW¼, SE¼SW¼, W½SE¼, SE¼SE¼	12	39S	4E
NE¼NE¼	13	39S	4E
<u>KLAMATH COUNTY</u>			
S½SW¼, SW¼SE¼	17	39S	5E
Govt. Lots 1 & 2, SE¼NW¼, NE¼SW¼, N½SE¼, SE¼SE¼	18	39S	5E
N½NE¼, NE¼NW¼	20	39S	5E
SW¼NE¼, NW¼, N½SE¼, SE¼SE¼	21	39S	5E
S½SW¼, SW¼SE¼	22	39S	5E
S½NW¼, NE¼SW¼, W½SE¼, SE¼SE¼	26	39S	5E
N½NE¼, SE¼NE¼, NE¼NW¼	27	39S	5E
NE¼NE¼	35	39S	5E
SW¼NE¼, NW¼, NE¼SW¼, N½SE¼, SE¼SE¼	36	39S	5E
NE¼SE¼, S½SE¼	25	39S	6E
Govt. Lots 3 & 4, SE¼SW¼, S½SE¼	31	39S	6E

Govt. Lots 13, 14, 15 & 16	32	39S	6E
Govt. Lot 4, S $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$	33	39S	6E
Govt. Lot 5, SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$	34	39S	6E
S $\frac{1}{2}$ S $\frac{1}{2}$	35	39S	6E
W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$	36	39S	6E
Govt. Lots 1 & 2	2	40S	6E
S $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$	20	39S	7E
SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$	21	39S	7E
S $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$	22	39S	7E
SW $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, portions of SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$	26	39S	7E
NW $\frac{1}{4}$ NE $\frac{1}{4}$	27	39S	7E
Portion of NW $\frac{1}{4}$ NW $\frac{1}{4}$	29	39S	7E
Portions of Govt. Lot 2, E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$	30	39S	7E
Portions of N $\frac{1}{2}$ NE $\frac{1}{4}$	35	39S	7E

Said pipeline shall be installed fifteen (15) feet northerly of its southerly right of way boundary and is located approximately as shown on attached Exhibit A; EXCEPTING from the grant hereinabove made, those portions of the right of way lying within county road rights of way.

All of the above-described right of way is for the sole purpose of constructing, reconstructing, using, maintaining, repairing and removing a gas transmission pipeline 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 for communication purposes, together with adequate protection therefor.

Also, a temporary construction right of way being thirty (30) feet northerly and easterly of and contiguous with the above-described right of way. Except said temporary construction right of way shall be southerly of and contiguous with the above described right of way, over and across those portions of land owned by Weyerhaeuser in Sections 31, 32, 33, 34 and 35, T39S, R6E and Section 2, T40S, R6E, where paralleling an existing Pacific Power & Light Company powerline right of way. Said construction right of way shall automatically terminate upon completion of construction.

B. An underground gas transmission pipeline, also hereinafter referred to as "pipeline," upon, over, under and across a portion of lands owned by Weyerhaeuser in the S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 25, Township 39 South, Range 7 East, W.M., Klamath County, Oregon; said pipeline being installed fifteen (15) feet northerly of its southerly right of way boundary located substantially within the south half of the surfaced road bed of the existing road approximately as delineated on the attached Exhibit A, Page 4 of 4.

All of the above-described right of way is for the sole purpose as described for the grant made hereinabove under Paragraph A.

II.

This easement is granted subject to the following terms and conditions:

1. The rights of Grantee hereunder are subject to all matters of public record, to all leases, permits, licenses, easements, reservation, or any other rights, if any, affecting said lands, as recorded, whether temporary or perpetual, and to all matters which a prudent inspection of the premises would disclose. Weyerhaeuser makes no warranty with regard to condition of title or to the suitability of said lands for Grantee's intended use of same.
2. Weyerhaeuser shall not be liable for any claims, damages, fees, or penalties as a result of damage to the improvements installed by Grantee; providing, however, that Weyerhaeuser uses, at all times, reasonable care to avoid damage. In no event shall Weyerhaeuser be relieved of any liability arising out of its own negligence or willful misconduct. Weyerhaeuser does not assume any liability for damages or injuries caused by or resulting from acts or omissions by other than Weyerhaeuser employees, agents, or business invitees.
3. Grantee shall at all times have ingress to and egress from the pipeline over and across Weyerhaeuser's land for the purposes of exercising all of the rights herein granted.
4. The Grantee shall:
 - a. Construct and install, and at all times maintain the pipeline in accordance with the laws, rules and regulations of the United States of America and the State of Oregon, governing the construction of gas transmission lines. Excavations made on the right of way shall be promptly refilled by Grantee, the earth shall be well tamped, the ground shall be left in the same or similar condition as before construction, reconstruction or repair of the pipeline.

b. Design and build said pipeline within the confines of any existing road rights of way to withstand load limits of a minimum of 200,000 pounds.

c. Without delay restore all roads and road drainage structures disturbed by the installation, replacement or removal of said pipeline to the extent necessary to maintain the original cross section of the road, shoulders and drainage to a like condition as before the pipeline was installed, replaced or removed. Grantee shall provide road restoration within a reasonable time frame, or as directed by Weyerhaeuser, following such disturbance, and which shall include, but is not limited to, resurfacing, blading, shaping and compacting the road surface, shoulders and/or ditch line to provide a riding surface of said road upon which a truck may be safely driven at a speed designated by Weyerhaeuser's Land Use Manager at Klamath Falls, Oregon, or the Manager's designee.

5. The Grantee's installation made under the right of way herein described shall also be subject to the terms, conditions and specifications of Exhibit C, attached hereto and by this reference made a part hereof.

6. Grantee's use of any portion of Weyerhaeuser's existing road for the installation of said pipeline shall at all times be subordinate to the rights of Weyerhaeuser and not in any way interfere with or impair the use of the existing road or other facilities of Weyerhaeuser, or in any way interfere with, obstruct or endanger road use.

7. Weyerhaeuser, its grantees and lessees, shall have the right to use the right of way for any purpose other than the purpose for which this easement and right of way is granted, provided that such use shall not unreasonably interfere with Grantee's use of said right of way. Weyerhaeuser reserves its paramount right for the use of its land and the Grantee hereby acknowledges its rights are subservient to Weyerhaeuser's use of its land. Weyerhaeuser shall not, without consent of Grantee, which consent shall not be unreasonably withheld, erect or construct any building or other structure or drill or operate any well or construct a reservoir or other obstruction on said right of way or diminish or add cover on the easement described herein.

8. Grantee may control on a continuing basis and by any prudent and reasonable means the establishment and growth of trees, brush or other

vegetation which could, in the opinion of Grantee, reasonably constitute a danger or menace to the pipeline. Grantee shall clear and dispose of all slashings created by Grantee on Weyerhaeuser lands as soon as may be practicable and in such manner and at such times as are provided by law and approved by Weyerhaeuser.

9. Grantee agrees to pay any damages which may arise to Weyerhaeuser's property from the construction, maintenance and operation of said pipeline.

10. Grantee expressly agrees to protect, indemnify and save harmless Weyerhaeuser from and against any and all claims and liability for damages to property and injuries, including death, to persons arising out of Grantee's exercise of the rights and privileges herein granted, and to handle all such claims, defend suits which may be brought against Weyerhaeuser therein, pay all judgments rendered against Weyerhaeuser therein, and reimburse Weyerhaeuser for any reasonable expenditure which Weyerhaeuser may make on account thereof. Grantee further agrees to pay for any and all damage to Weyerhaeuser's property which results from Grantee's activities hereunder. Grantee may direct the litigation and defense as it sees fit in its sole and unfettered discretion.

11. Grantee shall pay all taxes and assessments of every kind which may hereafter be levied or become a lien against Weyerhaeuser's said land based on any assessment or valuation of Grantee's pipeline.

12. Grantee shall provide Weyerhaeuser drawings showing the "as constructed" location of the pipeline once construction has been completed.

Grantee shall further define the location of said pipeline by recording a "Notice of Location" referring to this easement and setting forth a legal description of the location of said pipeline, which description may be set forth by map attached to said Notice. A copy of said Notice shall be delivered to Weyerhaeuser.

13. It is understood and agreed that if, at any future time, the pipeline unreasonably interferes with Weyerhaeuser's reasonable use of its land, upon request by Weyerhaeuser, Grantee will, within ninety (90) days, change the location and installation of the pipeline at its own expense and in such manner as to eliminate such interference.

14. Any independent contractor or subcontractor engaged by Grantee to perform services relating to the rights held by Grantee shall, as between the parties hereto, be deemed to be the agent of Grantee.

15. In the event Grantee discontinues the use of and abandons said right of way or any part thereof for a period of five (5) years, said right of way or the part thereof not in use and abandoned shall revert to Weyerhaeuser, its successors or assigns, and Grantee shall have no further interest therein.

16. This Easement and all of the rights and obligations hereunder shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Weyerhaeuser has executed and Grantee has accepted this Easement, as of the day and year first above written.

Accepted by:

PACIFIC GAS TRANSMISSION
COMPANY

By: *W. J. Thomas*
Title: Land Manager

WEYERHAEUSER COMPANY

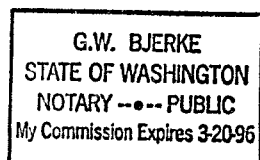
By: *Joe Weidner*
Forest Land Use Manager

Attest: *Camela M. Gedmon*
Assistant Secretary

STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this 28th day of April, 1995, before me personally appeared D. W. Wilbur and Pamela M. Redmon, to me known to be the Forest Land Use Manager and Assistant Secretary, respectively, of WEYERHAEUSER COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

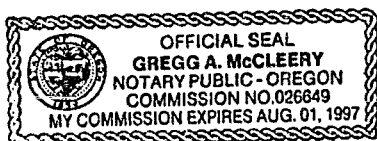


G.W. Bjerke
Notary Public in and for the State of
Washington.
My Appointment expires: March 20, 1996

STATE OF OREGON }
COUNTY OF JACKSON } ss.

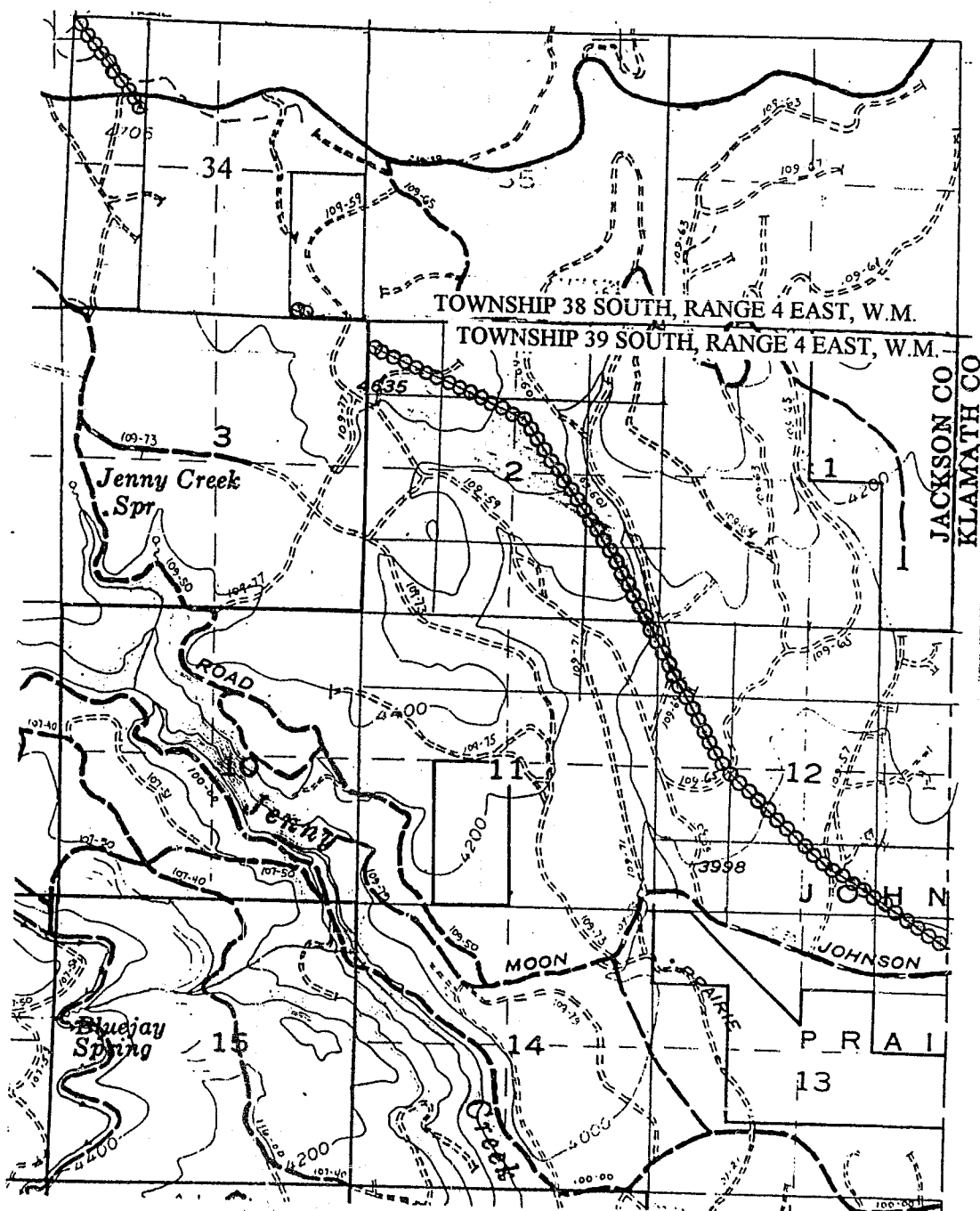
On this 5TH day of JUNE, 1995, before me personally appeared W.G. THOMAS, to me known to be the LAND MANAGER of PACIFIC GAS TRANSMISSION COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Gregg A. McCleery
Notary Public in and for the State of
OREGON
My Appointment expires: AUG. 1, 1997

AN EASEMENT
 FOR
 A UNDERGROUND GAS PIPELINE
 FROM
 WEYERHAEUSER COMPANY
 TO
 PACIFIC GAS TRANSMISSION COMPANY
 SECTION 34 TOWNSHIP 38 SOUTH, RANGE 4 EAST, W.M.
 SECTIONS 2, 11, 12 & 13 TOWNSHIP 39 SOUTH, RANGE 4 EAST, W.M.
 JACKSON COUNTY, OREGON




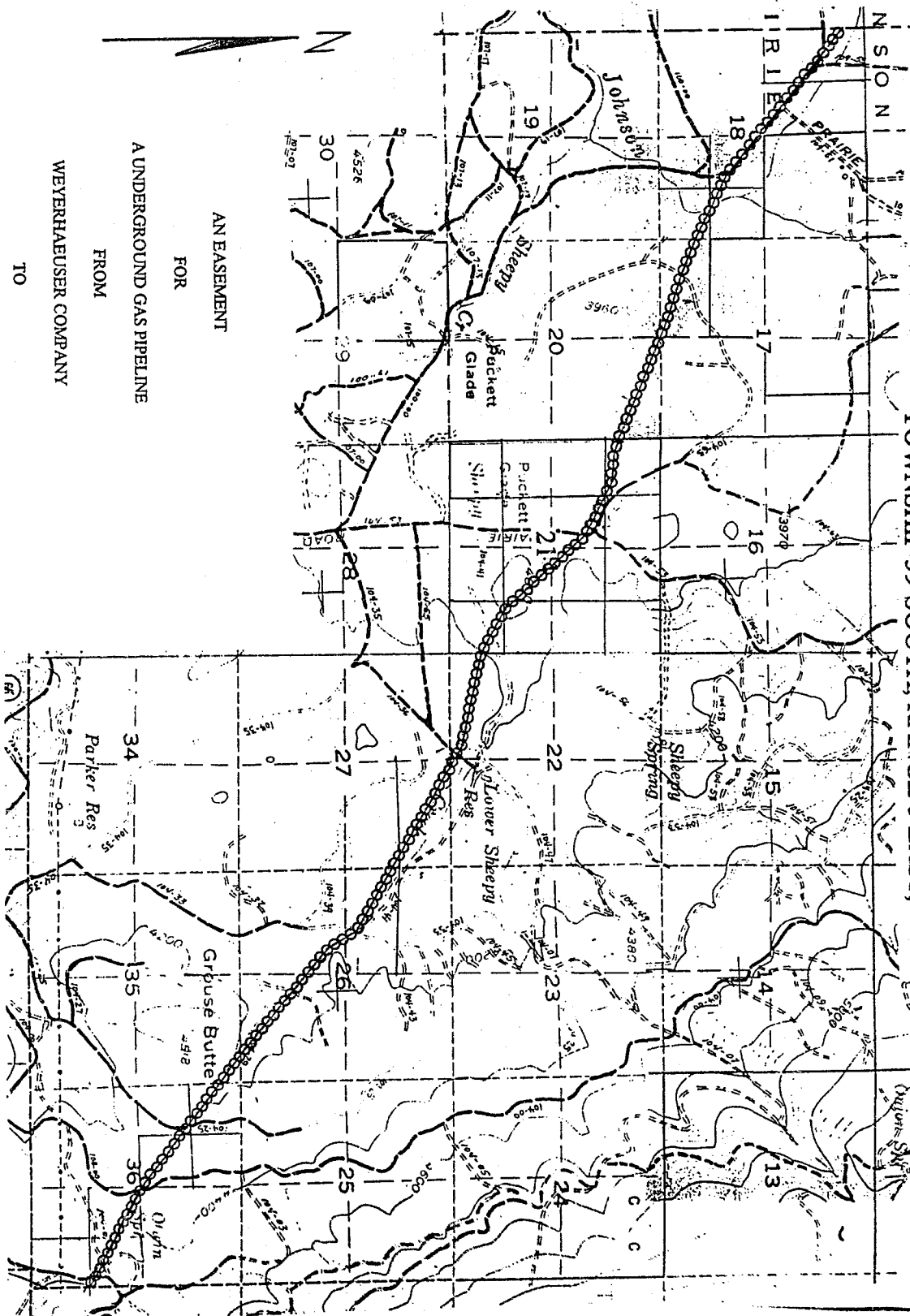
EASEMENT 

EXHIBIT A PAGE 1 OF 4

TOWNSHIP 39 SOUTH, RANGE 5 EAST, W.M.



AN EASEMENT
FOR
A UNDERGROUND GAS PIPELINE
FROM
WEYERHAEUSER COMPANY
TO
PACIFIC GAS TRANSMISSION COMPANY

SECTIONS 17, 18, 20, 21, 22, 26, 27, 35 & 36 TOWNSHIP 39 SOUTH, RANGE 5 EAST, W.M.
KLAMATH COUNTY, OREGON

EASEMENT 

AN EASEMENT

FOR

A UNDERGROUND GAS PIPELINE

FROM

WEYERHAEUSER COMPANY

TO

PACIFIC GAS TRANSMISSION COMPANY

SECTIONS 25, 31, 32, 33, 34, 35 & 36 TOWNSHIP 39 SOUTH, RANGE 6 EAST, W.M.

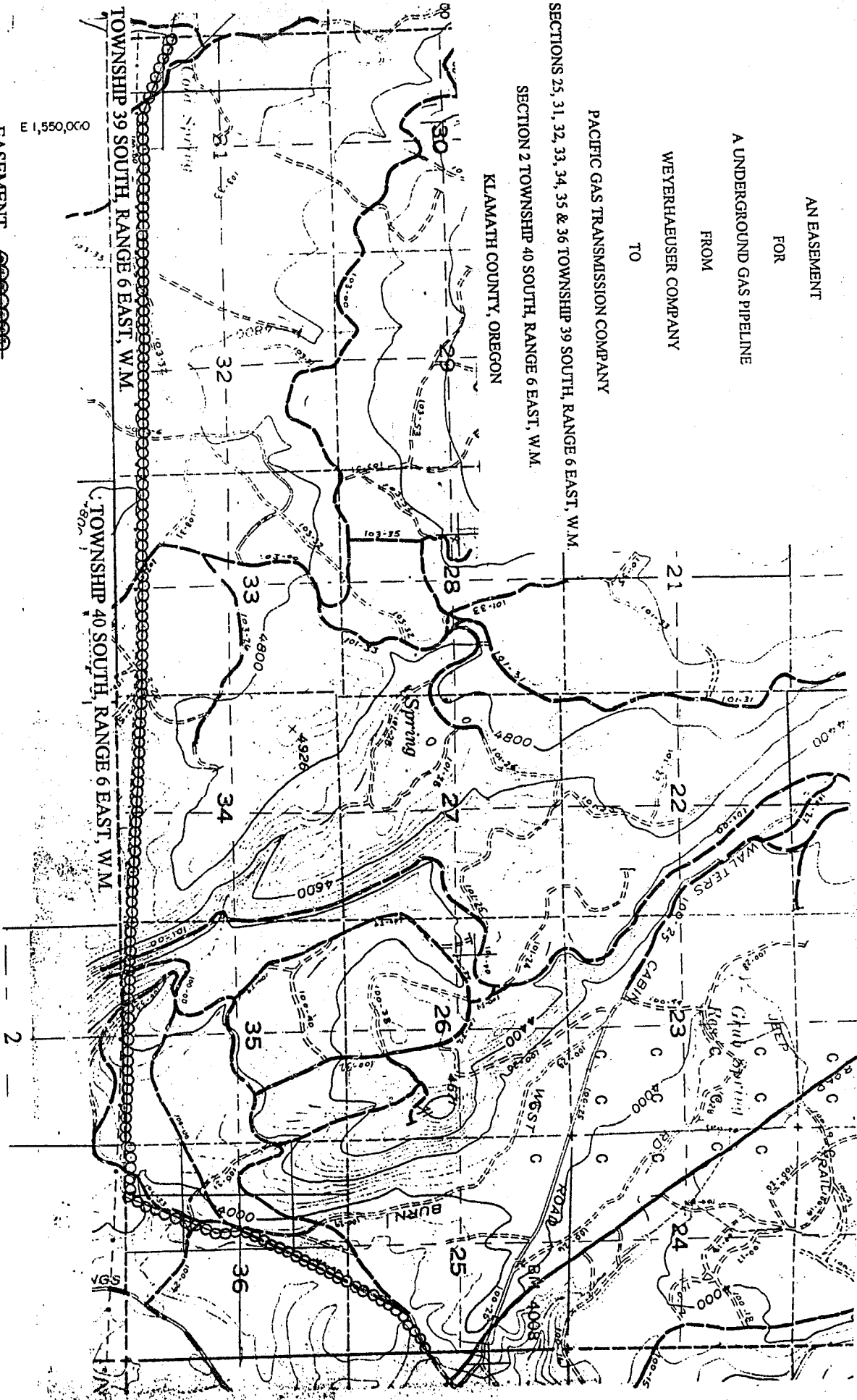
SECTION 2 TOWNSHIP 40 SOUTH, RANGE 6 EAST, W.M.

KLAMATH COUNTY, OREGON

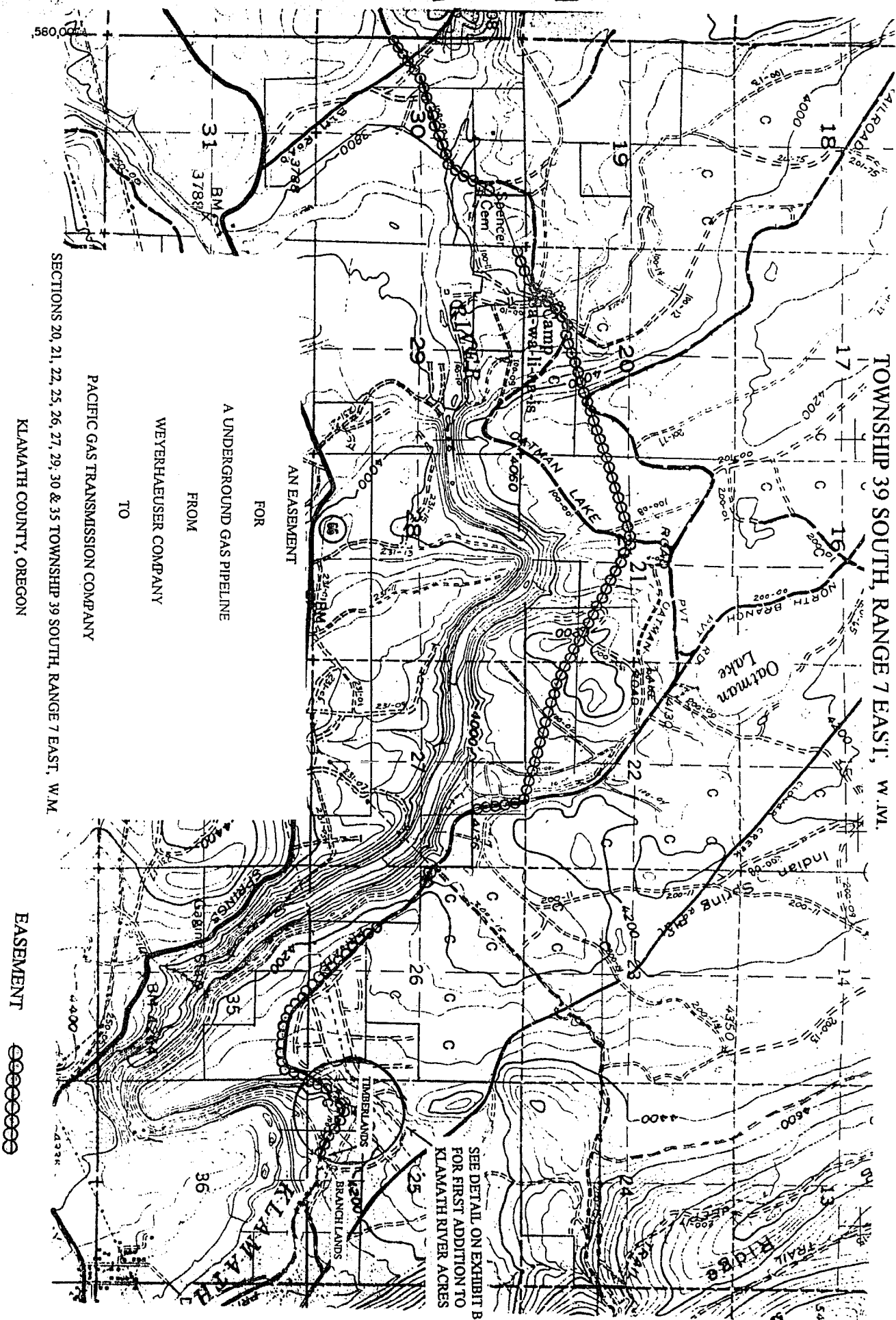
EASEMENT

E 1,550,000

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TOWNSHIP 39 SOUTH, RANGE 7 EAST, W.M.



FOR AN EASEMENT

A UNDERGROUND GAS PIPELINE

FROM

WEYERHAEUSER COMPANY

TO

PACIFIC GAS TRANSMISSION COMPANY

SECTIONS 20, 21, 22, 25, 26, 27, 29, 30 & 35 TOWNSHIP 39 SOUTH, RANGE 7 EAST, W.M.

KLAMATH COUNTY, OREGON

SEE DETAIL ON EXHIBIT B
FOR FIRST ADDITION TO
KLAMATH RIVER ACRES

EASEMENT ○○○○○○○○

EXHIBIT C**SPECIFICATIONS FOR THE PLACEMENT OF A PIPELINE
UNDERGROUND AND UNDER EXISTING ROADS**

1. Appropriate action shall be taken to preserve the structural integrity of the existing roadbed and to provide for the safe use of the same.
2. Coordinate installation, maintenance, repair or removal of the pipeline with any party who has secured prior road access rights so as not to unreasonably interfere with such prior rights.
3. No installation, maintenance, repair or removal work of any kind shall be performed without the prior consent and approval of Weyerhaeuser's Land Use Manager at Klamath Falls, Oregon, or the Manager's designee. The Land Use Manager or designee shall be notified at least 24 hours prior to any installation, maintenance, repair or removal work which is to be performed under the road grade. Said Land Use Manager may be contacted at (503) 885-3250 or such other number as may be designated from time to time.

However, nothing contained herein shall prevent the Grantee or entity authorized to perform repair work from responding to an emergency relating to the facilities within the right of way. Provided, that in the event emergency repair to or replacement of the pipeline is required, the Grantee or authorized entity shall immediately notify said Manager or designee of the location of said repair or replacement work, and the Grantee or authorized entity shall also notify said Manager or designee when emergency repairs or replacement have been completed.

4. (a) At all times during the installation of or maintenance, replacement, repair and removal to the pipeline crossing under the road, a watchman shall be employed and furnished by the Grantee or entity performing the work to flag all traffic and adequately warn such traffic that work is being performed under the road.
 (b) At all time during the installation of or maintenance, replacement, repair and removal to the crossing under the road, warning flags shall be placed alongside the road at a distance of 500 feet on each side of the installation/repair site. Said warning flags shall be removed upon the completion of the installation or repair work.
5. The top of the pipeline shall be buried at a minimum depth of forty-eight (48) inches below the surface of the ground or below the outside of the riding surface of the existing roads and, if necessary, the Grantee shall provide at its own expense a road surface overlay to maintain the minimum depth of forty-eight (48) inches over the top of the pipeline. Except the top of the pipeline shall be buried at a sufficient depth below the riding surface and/or ditch line of the existing roadway located in Section 25, Township 39 South, Range 7 East, W.M., as shown on Exhibit B, that meet US Department of Transportation Standards for safely accommodating load limits of a minimum of 200,000 pounds (but in no event shall the prescribed depth be less than 48") and, if necessary, the Grantee shall provide at its own expense a road surface overly to assure the prescribed depth meets said standards over the top of the pipeline.
6. A minimum crossing depth of twenty-four (24) inches under culverts must be maintained for installing, replacing or repairing the pipeline. Installation of the pipeline over the top of any culvert is prohibited if the highest point on any such existing culverts are buried less than eight (8) feet deep. Installation of the pipeline over the top of any culvert buried at depths in excess of eight (8) feet will be permitted provided that:
 - (a) A minimum clearance of twelve (12) inches is maintained between the culvert and the pipeline, and
 - (b) When Weyerhaeuser gives reasonable notice that replacement of such culvert is necessary with a culvert furnished by Weyerhaeuser, the Grantee shall, without delay and at its own expense as established herein, appropriately replace such culverts so as to maintain a like condition as before the drainage culvert was removed. Said expense by the Grantee in excess of \$4,000.00 per culvert replacement shall be borne equally by the Grantee and Weyerhaeuser on the then agreed upon cost of such replacement.

7. Each vertical venting pipe shall be located outside of the ditch line of the existing road so as not to obstruct road grading and ditch maintenance work.
8. The pipeline shall be marked by intervisible markers placed no more than 500 feet apart and at all road crossings.
9. Where laws or orders of appropriate authority prescribe a higher degree of protection than specified herein, then the higher degree of protection so prescribed shall be deemed a part of the specification set forth in this Exhibit.
10. All costs made necessary by any installation, maintenance, repair or removal of said underground pipeline shall be borne by the Grantee or entity authorized to perform such work.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of PGT the 21st day
of July A.D., 19 95 at 9:46 o'clock A M., and duly recorded in Vol. M95
of Deeds on Page 18873.

FEE \$75.00

By Bernetha G. Lersch Bernetha G. Lersch, County Clerk