

**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 Klamath County, Oregon:

<u>Description</u>	<u>Sec - Twp - Rng, W.M.</u>
<b><u>KLAMATH COUNTY</u></b>	
As delineated on the Subdivision Plat of First Addition to Klamath River Acres of Record in the Records of Klamath County, Oregon	25 39S 7E
As delineated on the Subdivision plats of Klamath River Acres and First Addition to Klamath River Acres of Record in the Records of Klamath County, Oregon	36 39S 7E
Govt. Lot 1, portions of S $\frac{1}{2}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$	13 39S 8E
Govt. Lots 1 & 2, SE $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$	23 39S 8E
Govt. Lot 1, NW $\frac{1}{4}$ NW $\frac{1}{4}$	24 39S 8E
Govt. Lots 2 & 3, NW $\frac{1}{4}$ NW $\frac{1}{4}$	26 39S 8E
Govt. Lots 1, 2, 6, 7 & 8, E $\frac{1}{2}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$	27 39S 8E
Govt. Lots 2 & 3	28 39S 8E
Govt. Lots 5, 7, 8 & 9, portions of NE $\frac{1}{4}$ SW $\frac{1}{4}$ and as delineated on the Subdivision plat of Klamath River Acres of Record in the Records of Klamath County, Oregon	31 39S 8E
Govt. Lots 7, 8, 9, 11 & 12	32 39S 8E
Govt. Lots 1, 4, 5 & 6, SW $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$	33 39S 8E
Govt. Lots 8 & 9, NW $\frac{1}{4}$ NE $\frac{1}{4}$	5 40S 8E
Govt. Lots 3, 4, 5 & 11	18 39S 9E

Said pipeline being installed fifteen (15) feet northerly of its southerly right of way boundary as located substantially within the south half of the surfaced road bed of the existing road, except in portions of Sections 13 and 24, Township 39 South, Range 8 East, W.M., where said pipeline center line is installed substantially coincident with the southerly ditch line of the existing road, all approximately as delineated on the attached Exhibit A; EXCEPTING from the grant hereinabove made, those portions of the right of way lying within county road and state highway 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.

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 Govt. Lot 1 Section 13, Township 39 South, Range 8 East, W.M.; Govt. Lots 3, 4, 5, 11 Section 18, Township 39 South, Range 9 East, W.M., Klamath County, Oregon.

Said pipeline shall be installed fifteen (15) northerly of its southerly right of way boundary and is located approximately as shown on attached Exhibits A and B.

Also, a temporary construction right of way being thirty (30) feet northerly of and contiguous with the above-described right of way. Said construction right of way shall automatically terminate upon completion of construction.

C. An underground gas transmission pipeline, also hereinafter referred to as "pipeline," upon, over, under and across a strip of land owned and used by Weyerhaeuser for a railroad located in Govt. Lot 1 Section 13, Township 39 South, Range 8 East and Govt. Lot 3 Section 18, Township 39 South, Range 9 East, W.M. Said pipeline being installed fifteen (15) feet northerly of its southerly right of way boundary and is located approximately as shown on attached Exhibits A and B.

All of the above-described right of way under B. and C. 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 D & E, 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: *D. J. Thomas*  
Title: Land Manager *RV*

WEYERHAEUSER COMPANY

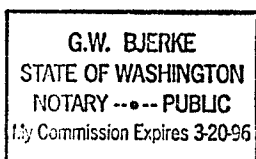
By: *D. J. Uelsh*  
Forest Land Use Manager

Attest: *Annella M. Redmon*  
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.

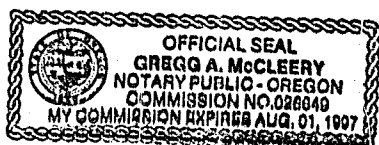


G.W. Bjerke  
Notary Public in and for the State of  
Washington.  
My Appointment expires: March 20, 1996

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.

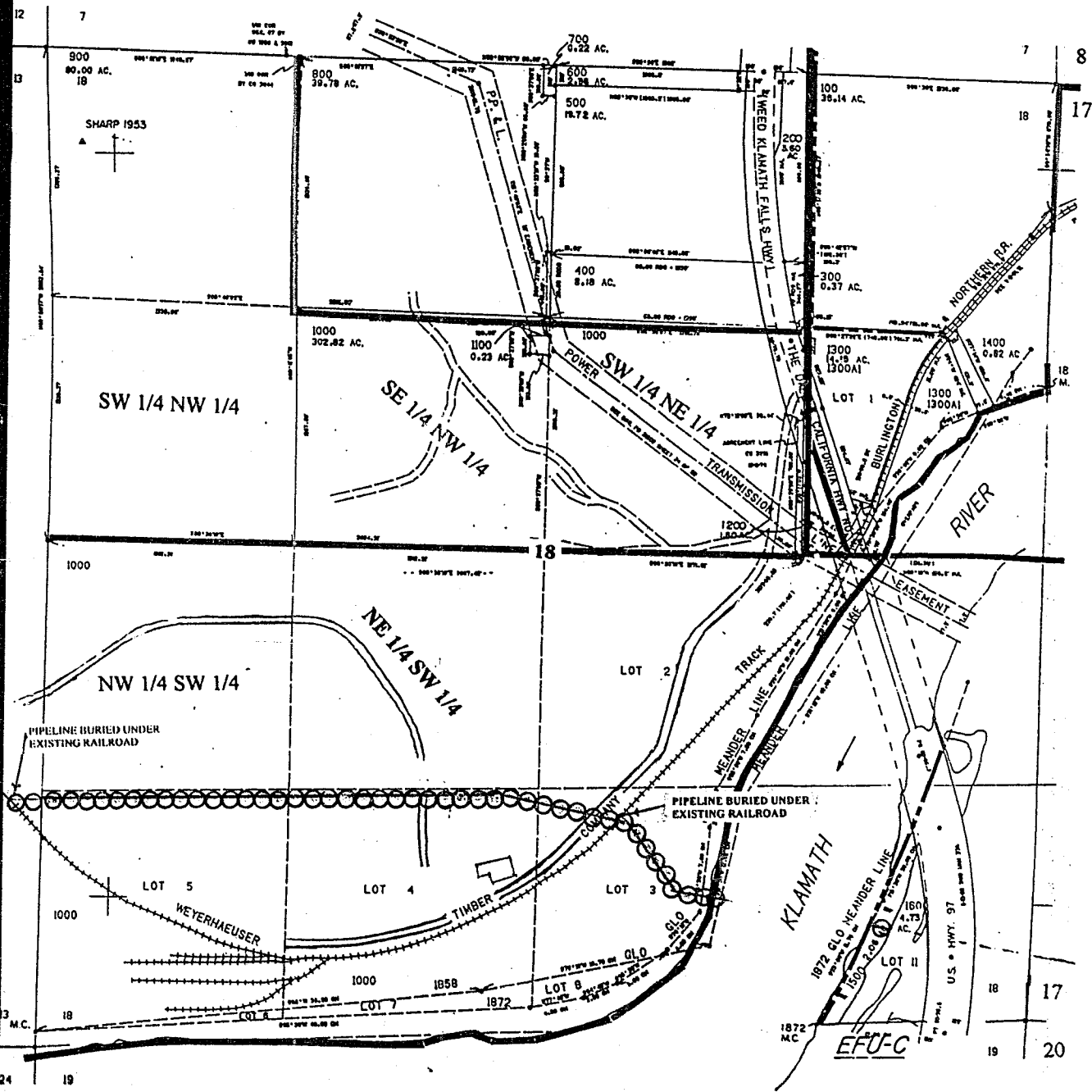


Gregg A. McCleery  
Notary Public in and for the State of  
OREGON  
My Appointment expires: Aug. 1, 1997





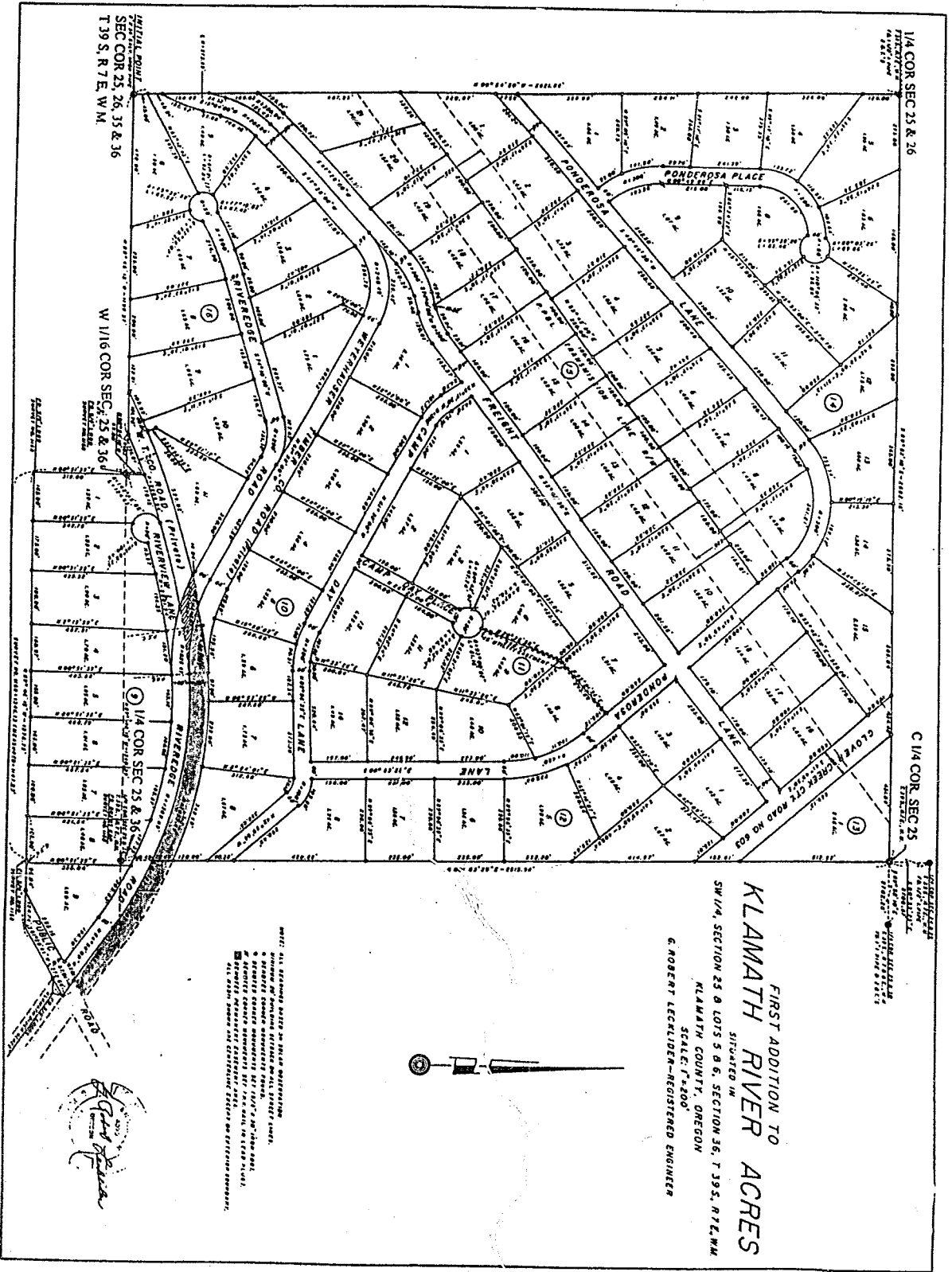
AN EASEMENT  
FOR  
A UNDERGROUND GAS PIPELINE  
FROM  
WEYERHAEUSER COMPANY  
TO  
PACIFIC GAS TRANSMISSION COMPANY  
SECTION 18 TOWNSHIP 39 SOUTH, RANGE 9 EAST, W.M.  
KLAMATH COUNTY, OREGON



EASEMENT ○○○○○○

EXHIBIT B





**EXHIBIT D****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 sufficient depth below the riding surface and/or ditch line of the existing roadways 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 overlay to assure the prescribed depth meets said standards over the top of the pipeline. Except the pipeline may be buried at a minimum depth of forty-eight (48) inches below the surface of the ground located in portions of Section 13, Township 39 South, Range 8 East, W.M., and Section 18, Township 39 South, Range 9 East, W.M., as shown on Exhibits A and B.
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.

**EXHIBIT E****SPECIFICATIONS FOR PLACEMENT OF A PIPELINE  
UNDER RAILROAD TRACKS OF WEYERHAEUSER COMPANY**

1. Construction, installation and maintenance of the pipeline under the railroad tracks shall be performed in a manner so as not to unreasonably interfere with or prevent train operations. Further, it is required that boring or tunnelling be used in the construction and installation of said underground pipeline crossing.

However, any boring or tunnelling will be performed in such a manner so as to at all times provide adequate lateral and subjacent support, and prevent any subsidence of the surface, shifting of the subsurface or accumulation of water.

2. No machinery or equipment shall be placed on the railroad grade or tracks.
3. No construction, installation, maintenance or repair work of any kind shall be performed without the prior consent and approval of the Train Dispatcher or designated representative for Weyerhaeuser Company, or its successors and assigns. The Train Dispatcher or designated representative shall be notified at least 24 hours prior to any construction, installation, maintenance or repair work which is to be performed under the railroad grade or tracks. Said Train Dispatcher or designated representative 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 entity authorized to perform repair work from responding to an emergency relating to the facilities on the right of way. Provided that in the event emergency repair to or replacement of the pipeline is required, the authorized entity shall immediately notify said Train Dispatcher or designated representative of the location of said pipeline, and the authorized entity shall also notify said Train Dispatcher or designated representative when the emergency repairs or replacement have been completed.

4. (a) At all times during the construction and installation of or maintenance, replacement and repair to the pipeline crossing under the railroad tracks, a watchman shall be employed and furnished by the entity performing the work to flag all rail traffic and adequately warn such traffic that work is being performed under the tracks.
- (b) At all times during the construction and installation of or maintenance, replacement and repair to the pipeline crossing under the railroad tracks, warning flags shall be placed alongside the track at a distance of one-fourth mile on each side of the construction/repair site. Said warning flags shall be removed upon the completion of each day's work and upon the completion of the installation or repair of the crossing.
5. The Grantee shall:
  - (a) Design, construct, operate, use and at all times maintain the pipeline crossing in accordance with the laws, rules, regulations and specifications of the United States Department of Transportation, or successor agency, governing the design, construction, operation, use and maintenance of the pipeline crossing railroad tracks.
  - (b) Comply with the General Guidelines for marking the pipeline crossing as prescribed by the United States Department of Transportation, and with the prescribed requirements for permanently maintaining the location markers as established by said Department of Transportation, or successor agency.

6. The pipeline shall be installed so that the distance from the base of the rail to the top of the pipe at its closest point shall be not less than 6 feet, and other portions of the railroad right of way where the pipe is not directly beneath any track, the depth from surface of right of way to top of the pipe shall be as follows:

<u>Distance from Centerline of Track</u>	<u>Depth</u>
0' - 10'	6'
10' - 25'	4'
Over 25'	3'

If railroad tracks or ditches are lowered at any future time, the pipe must be lowered to provide the above depths. The work of lowering the pipeline shall be performed by the entity owning the pipeline and the cost shall be borne by said entity.

7. Any pipeline installed alongside of, or parallel to the railroad track shall be at a minimum of 7.5 feet from the ends of the ties.
8. All costs of supporting the railroad tracks during any construction, installation, maintenance or repair, and all costs of repairing the railroad tracks and grade to the satisfaction of the Weyerhaeuser Company, its successors and assigns, made necessary by any construction, installation, maintenance or repair of said underground pipeline crossing shall be borne by the entity authorized to perform such work.
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 specifications set forth in this Exhibit.

**SPECIFICATIONS FOR PLACEMENT OF A  
PIPELINE UNDER IRRIGATION CANALS OF  
WEYERHAEUSER COMPANY**

Grantee agrees to bore under Weyerhaeuser's irrigation canal for its pipeline or use such other method of installation as may be mutually agreed upon between Weyerhaeuser and Grantee so as to cause the least possible interference with the existing canal or flow of water therein.

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 18887

FEE \$80.00

By Bernetha G. Leisch County Clerk