

10-04-95A10:22 RCVD

# **RIGHT OF WAY EASEMENT** (Mainline Valve Facility)

THIS EASEMENT is granted as of the 22nd day of May, 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 for two mainline valve facilities, hereinafter referred to as "facility," 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>
SE $\frac{1}{4}$ NW $\frac{1}{4}$	21 39S 5E
Govt. Lot 4; NE $\frac{1}{4}$ SW $\frac{1}{4}$	18 39S 9E

Said right of way being defined as a tract of land fifty feet by thirty-five feet (50'x 35') located in said Section 21, and a tract of land one hundred feet by one hundred feet (100'x 100') located in said Section 18 as shown approximately on attached Exhibit A.

All of the above-described right of way is for the sole purpose of constructing, reconstructing, using, maintaining, repairing and removing above ground appurtenances for 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 fence enclosures for protection therefor.

*Return to:*  
PGT  
48 HAWTHORNE STREET  
MEDFORD, OR 97504

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F94-930F  
A/R 189

35.00  
OK

## 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 facility over and across Weyerhaeuser's land for the purposes of exercising all of the rights herein granted.

4. The Grantee shall construct and install, and at all times maintain the facility in accordance with the laws, rules and regulations of the United States of America and the State of Oregon, governing the construction of mainline valve facilities. 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 facility.

5. Weyerhaeuser reserves the right to use the lands occupied by the facility in a manner that will not unreasonably interfere with the rights granted Grantee hereunder, and further agrees not to grant any easement or easements on, under or over said right of way without written consent of Grantee.

6. 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 facility. 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.

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

8. 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.

9. 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 facility.

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

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

11. 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.

12. 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.

13. 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

WEYERHAEUSER COMPANY

By: W. J. Thomas  
Title: Director Land

By: De. Luch  
Forest Land Use Manager

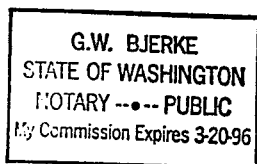
Attest: Pamela M. Redmon  
Assistant Secretary



STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

On this 22nd day of May, 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.

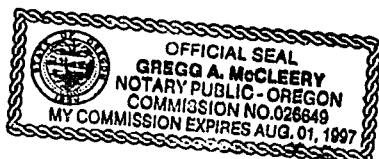


G.W. Bjerke  
Notary Public in and for the State of  
Washington.  
My Appointment expires: March 20, 1996

STATE OF OREGON )  
COUNTY OF JACKSON ) ss.

On this 27th day of SEPT., 1995, before me personally appeared W.G. Thomas, to me known to be the DIRECTOR OF LAND 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

26803

AN EASEMENT

FOR

MAINLINE VALVE FACILITIES

FROM

WEYERHAEUSER COMPANY

TO

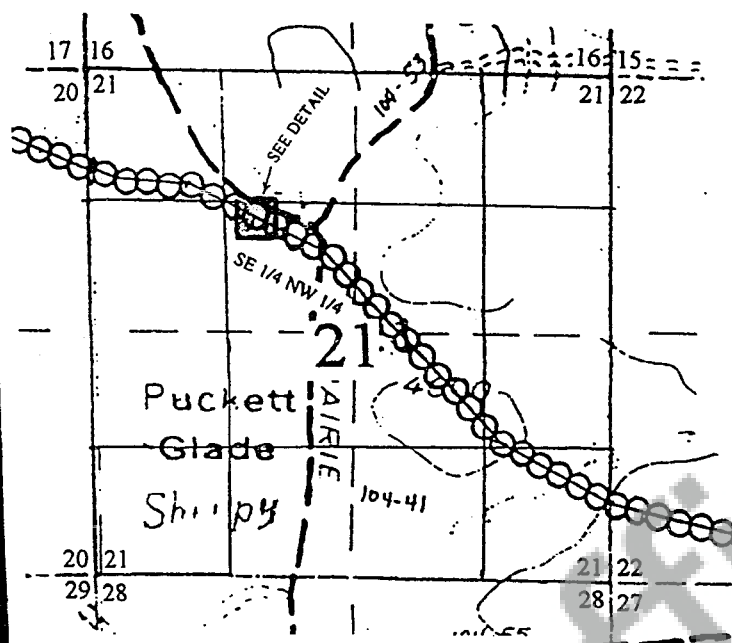
PACIFIC GAS TRANSMISSION COMPANY

SECTION 21 TOWNSHIP 39 SOUTH, RANGE 5 EAST, W M

SECTION 18 TOWNSHIP 39 SOUTH, RANGE 9 EAST, W M

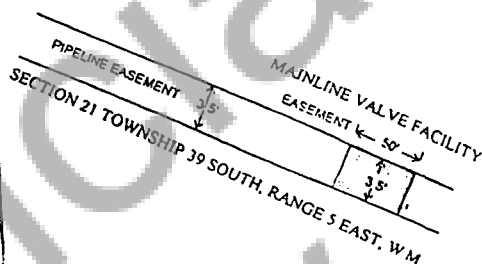
KLAMATH COUNTY, OREGON

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



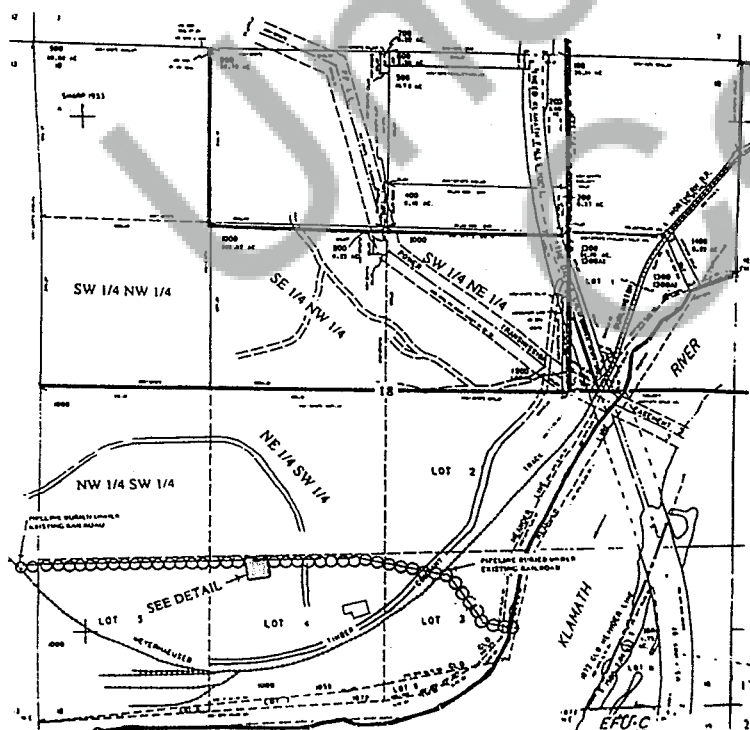
## DETAIL

SOUTHWESTERLY BOUNDARY OF THE PIPELINE RIGHT OF WAY IS COINCIDENT WITH THE SOUTHWESTERLY BOUNDARY OF MAINLINE VALVE FACILITY RIGHT OF WAY



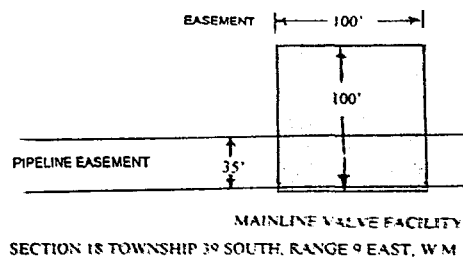
SECTION 18 TOWNSHIP 39 SOUTH, RANGE 9 EAST, W.M.

KLAMATH COUNTY, OREGON



## DETAIL

SOUTHERLY BOUNDARY OF THE MAINLINE VALVE FACILITY RIGHT OF WAY IS ONE FOOT SOUTHERLY OF AND PARALLEL WITH THE SOUTHERLY BOUNDARY OF THE PIPELINE RIGHT OF WAY



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Pacific Gas Transmission the 4th day  
of October A.D., 19 95 at 10:22 o'clock A M., and duly recorded in Vol. M95,  
of Deeds on Page 26798

FEE \$35.00

By Bernetha G. Letsch, County Clerk  
Annette Mueller