

PGT - Land Dept.  
P.O. Box 547  
Redmond, OR 97756-0125**RIGHT OF WAY AGREEMENT**

TOM DEJONG and NELLIE A. DEJONG, 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 (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:

A tract of land situated in the East Half of Section 19, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at the Northeast corner of said Section 19; thence South 00° 14' 22" West 1109.83 feet; thence South 13° 07' 17" West 87.28 feet to a 5/8 inch iron pin on the West bank of Lost River and on the True Point of Beginning of this description; thence South 11° 36' 09" West along said West bank 207.42 feet to a 5/8 inch iron pin; thence South 07° 34' 59" West along said bank 2.17 feet to a 5/8 inch iron pin; thence West 812.17 feet to a 5/8 inch iron pin on the East right-of-way line of the County Road; thence North 15° 20' 44" West along said East line 21.54 feet to a 5/8 inch iron pin; thence following said East line along the arc of a curve to the left (central angle 25° 40' 21" and radius 430 feet) 192.67 feet to a 5/8 inch iron pin; thence North 41° 01' 05" West along said East line 125.27 feet to a 5/8 inch iron pin; thence South 85° 39' 29" East 1035.29 feet to the True Point of Beginning.

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 north and twenty (20) feet to the south (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;

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(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 3<sup>rd</sup> day of February, 19 95.

Executed in the presence of:

\_\_\_\_\_  
Subscribing Witness

\_\_\_\_\_  
Subscribing Witness

Tom deJong  
Tom deJong

Nellie A. deJong  
Nellie A. deJong

PACIFIC GAS TRANSMISSION COMPANY

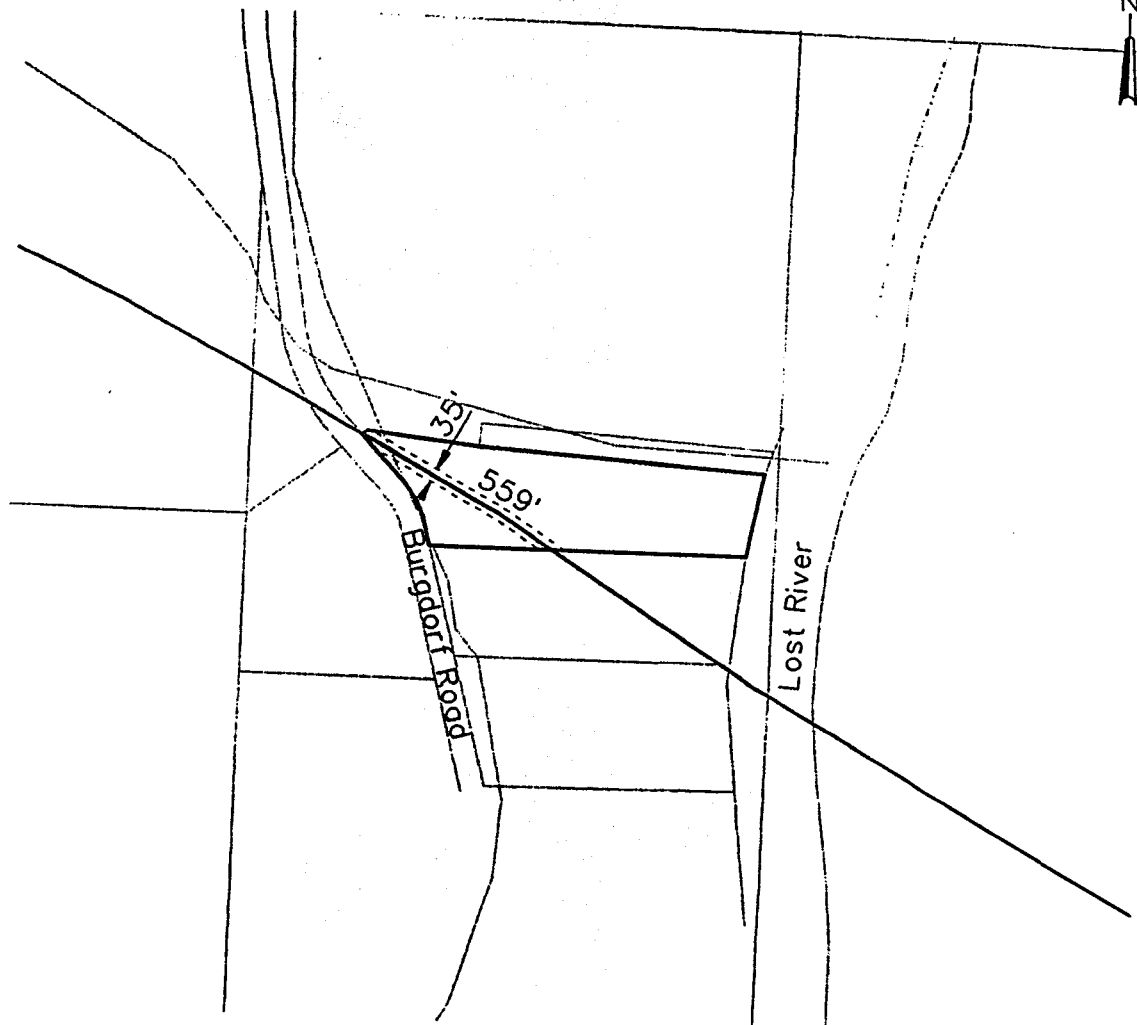
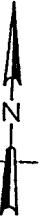
By: W. G. Thomas  
W. G. Thomas, Land Manager

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

10386

# KLAMATH COUNTY, OREGON

SEC.19, T-39-S, R-11-E



4190

Tom & Nellie A. DeJong

APN: 391101900-00400


NO.	DATE	DESCRIPTION	W.O.	DR.	CH.	APPROVALS
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RECORD OF APPROVALS AND CHANGES

PREPARED BY CH2M HILL

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	CHANGE
M-4190	

STATE OF OREGON }  
County of Multnomah } ss.

On this 15th day of February, 1996 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 Director of Pacific Gas Transmission Company, the within named Corporation, and that the said 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 WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.



*Dino Angelosante*  
DINO ANGELOSANTE  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: August 16, 1998

62-4202 Notary (General) Rev. 8/91

STATE OF <u>Oregon</u> } COUNTY OF <u>Multnomah</u> } SS.	<b>CAPACITY CLAIMED BY SIGNER</b>
On <u>Feb. 4, 1995</u> before me, the undersigned, a Notary Public for said State, personally appeared <u>Tam de Jong</u> <u>Nellie A. de Jong</u>	<input checked="" type="checkbox"/> Individual(s) Signing For Oneself/Themselves <input type="checkbox"/> Corporate Officer(s) of the Above Named Corporation(s) <input type="checkbox"/> Guardian of the Above Named Individual(s) <input type="checkbox"/> Partner(s) of the Above Named Partnership(s) <input type="checkbox"/> Attorney(s)-in-Fact of the Above Named Principal(s) <input type="checkbox"/> Trustee(s) of the Above Named Trust(s) <input type="checkbox"/> Other _____
[ ] 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.	
<i>Dino Angelosante</i> Signature	

STATE OF OREGON: COUNTY OF KLAMATH : ss.

Filed for record at request of PGT- Land Department the 15th day of April A.D., 19 96 at 10:04 o'clock A M., and duly recorded in Vol. M96 of Deeds on Page 10384.

FEE \$45.00

By Bernetha G. Letsch, County Clerk

*Bernetha G. Letsch*