

66066

After Recording Return To:

PG&E Gas Transmission-Northwest
1440 SE Lake Road
Redmond, OR 97756-0125

'98 SEP 10 P1:10

OR-KL-3

APN: 231018 1101

Vol. M98 Page 33392

Attention: Land Department

AGREEMENT FOR EASEMENT

THIS AGREEMENT, made and entered into this 3rd day of Sept., 1998, by and between STANLEY M. RUSSELL and RENÉ K. RUSSELL, husband and wife, hereinafter called the First Party, and PG&E GAS TRANSMISSION, NORTHWEST CORPORATION, a California corporation, hereinafter called the Second Party;

WITNESSETH:

WHEREAS, the First Party is the record owner of the following described real estate in Klamath County, State of Oregon, to-wit:

The NE/4 SE/4 of Section 18, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon also known as PARCEL 2 of MAJOR LAND PARTITION 17-87 as filed in the Klamath County Clerks Office;

and has the unrestricted right to grant the easement hereinafter described relative to the real estate.

NOW, THEREFORE, in view of the premises and in consideration of value paid by Second Party to the First Party, the adequacy and receipt of which are hereby acknowledged, they agree as follows:

The First Party does hereby grant, assign and set over to the Second Party a fifty foot (50') wide easement ("the Easement Area") shown on the attached Exhibit A and more particularly described as:

a 50-foot wide strip of land lying adjacent to the most western edge of Second Party's 100-foot wide natural gas pipeline easement described in Notice of Location Amending Description of Existing Right of Way (recorded January 17, 1979 in Vol. M79 of Deeds at Page 1272, Official Records of Klamath County), said natural gas pipeline easement being more particularly described on the attached Exhibit B.

The purpose of this easement is to protect the 100-foot wide natural gas pipeline easement owned by Second Party (recorded March 21, 1960 in Vol. 319 of Deeds at Page 541, Official Records of Klamath County) from First Party's mining operation.

The parties agree that the condition of the Easement Area, with the exception of a shallow east-west swale and an irrigation canal along the eastside of the Easement Area, is essentially flat and undisturbed.

It is agreed between the parties that any excavation or removal of native or undisturbed ground materials, including but not limited to soils and minerals, that creates a slope of undisturbed material in excess of thirty degrees (30°) or 1.7:1 (horizontal:vertical) within the Easement Area will jeopardize the integrity of the pipeline easement. First Party will not conduct any mining or excavation that creates a slope in excess of 30 degrees within the Easement Area or which otherwise causes subsidence or risk of failure to the pipeline. First Party further agrees that any standing water on the Easement Area shall not be removed by pumping or any other means that would cause a rapid lowering of the water level.

The First Party reserves the right of ingress and egress over and across the Easement Area and the right to use said Easement Area for purposes that will not interfere with Second Party's full enjoyment of the rights hereby granted.

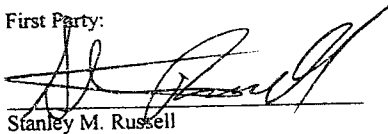
First Party grants Second Party the right to inspect, repair or maintain the Easement Area for compliance with the terms granted it herein by whatever reasonable means Second Party deems necessary.

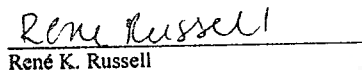
The First Party shall indemnify and hold harmless the Second Party, its directors, officers, agents, and employees, against all loss, damage, expense and liability resulting from injury to or death of persons, or injury to property, including any injury or damage to the land or lateral or subsurface support of the Second Party's natural gas pipeline easement described above, arising out of or in any way connected with the rights and obligations created by this easement, however caused, excepting only to the extent such injury or damage is the result of the negligence or willful misconduct of the Second Party. The First Party shall, at the request of the Second Party, defend any suit, claim, or cause of action asserting a claim covered by this indemnity. The First Party shall, at the request of the Second Party, pay all reasonable costs that may be incurred by the Second Party in enforcing this indemnity, including reasonable attorney's fees and if a dispute arises concerning enforcement of any other provision of this easement, the prevailing party shall be entitled to payment by the losing party of the costs of resolving the dispute, including reasonable attorney's fees.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have executed these presents as of the date hereinabove written.

First Party:


Stanley M. Russell


René K. Russell

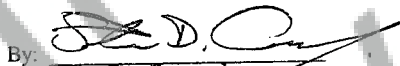
WITNESS:


Teresa Rozic

Second Party:

PG&E GAS TRANSMISSION,
NORTHWEST CORPORATION

By:


John D. Cassady
Supervisor, Land, Permitting and
Compliance Support

DECEMBER 1, 1906
DOUGLAS E. ADKINS
1794

33394

SUBSCRIBED AND SWORN BEFORE ME THIS 25th DAY OF September

Maurice D. C.

T 23 S, R 10 E

NORTH

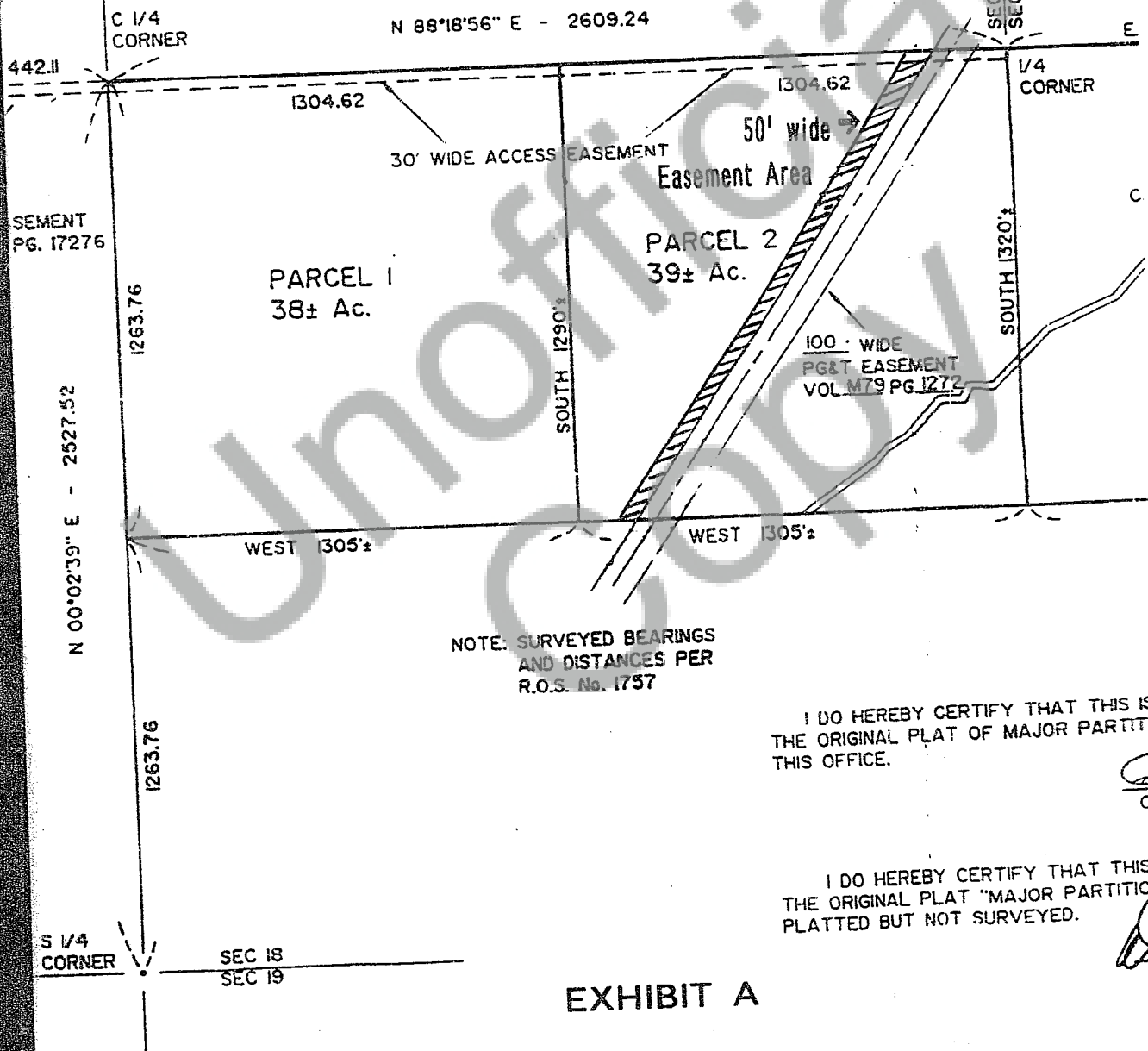


EXHIBIT A

EXHIBIT B

Second Party's natural gas pipeline easement as described in Notice of Location Amending Description of Existing Right of Way (recorded January 17, 1979 in Vol. M79 of Deeds at Page 1272, Official Records of Klamath County):

A strip of land 100.00 feet wide over and across the Northwest Quarter of the Southwest Quarter of Section 17 and the North Half of the Southeast Quarter of Section 18, all in Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, lying 30 feet Westerly and 70 feet Easterly of and at right angles to the following described centerline:

Commencing at the North Quarter Corner of Section 17, Township 23 South, Range 10 East W.M., said corner being marked with a 40 penny spike set from 2 bearing trees; thence N 88°23'55" W, along the Northerly boundary of said Section 17, a distance of 658.06 feet; thence S 40°18'42" W, a distance of 3260.80 feet to the beginning of a curve to the Left with a central angle of 05°05'35", a radius of 449.70 feet, a tangent of 20.00 feet and an arc distance of 39.97 feet; thence, from the beginning of the curve, an arc distance of 28.66 feet to the true point of beginning on the Northerly boundary of the North Half of the Southeast Quarter of Section 18, Township 23 South, Range 10 East W.M., said point being S 88°38'18" W, a distance of 78.73 feet from the East Quarter Corner of said Section 18, said corner being marked with a brass cap; thence continuing along the curve, an arc distance of 11.31 feet to the end of the curve; thence, from the end of the curve, S 35°13'07" W, a distance of 1606.47 feet to the terminus point on the Southerly boundary of said parcel, said point being N 89°53'39" E, a distance of 1581.83 feet from the computed Southwest Corner of said parcel.

The Easement Area is a fifty foot (50')-wide strip adjacent to the most western edge of the natural gas pipeline easement.

STATE OF OREGON)
) ss.
County of Multnomah)

On this 8th day of September, 1998 before me appeared John D. Cassady, personally known to me, who being duly sworn, did say that he, is the Supervisor, Land, Permitting and Compliance Support of PG&E Gas Transmission, Northwest Corporation, the within named Corporation, and that the said instrument was signed in behalf of said Corporation by authority of its Board of Directors, and John D. Cassady 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
COMMISSION NO. 313577
My Commission Expires: August 16, 2002

STATE OF OREGON)
) ss.
County of Multnomah)

On this 8th day of September, 1998 before me Dino Angelosante, a Notary Public in and for the said County and State residing therein, duly commissioned and sworn, personally appeared Teresa Rozic known to me to be the person whose name is subscribed to the within instrument, as a witness thereto, who being by me duly sworn, deposes and says: THAT SHE RESIDES IN Bend, Oregon, and that she was present and saw Stanley M. Russell and Rene K. Russell, personally known to her to be the person whose name is subscribed to this instrument execute it, and acknowledged to the witness that she executed it her authorized capacity, and that a her request the witness thereupon subscribed her name as a witness thereto.

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
COMMISSION NO. 313577
My Commission Expires: August 16, 2002

STATE OF OREGON: COUNTY OF KLAMATH : ss.

Filed for record at request of PG & E Gas Transmission the 10th day
of September A.D., 19 98 at 1:10 o'clock P. M., and duly recorded in Vol. M98,
of Deeds on Page 33392.

FEE \$30.00

Bernetha G. Letsch, County Clerk
By *Bernetha G. Letsch*