

AMERITITLE, has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

2000 MAY 22 AM 11:33

MTL
1396-1851
RIGHT-OF-WAY EASEMENT

Vol M00 Page 18433

City: Chemult, Oregon
County: Klamath
ER#:

The undersigned Klamath County, a subdivision of the State of Oregon, hereinafter referred to as the "Grantor", does hereby grant, convey and warrant to CASCADE NATURAL GAS CORPORATION, a Washington corporation, hereinafter referred to as the "Grantee", a permanent nonexclusive easement over the following described property of the Grantor:

T. 27 S., R. 8 E., W.M.
Sec. 20, SE1/4NE1/4

Described as follows and shown on the Record of Survey 6387 filed with the Klamath County Surveyor on July 16, 1999.

"Commencing at the 1/4 corner common to Sections 20 and 21, thence N 89-40-42 W along the east-west center line of section 20 a distance of 95.38 feet (29.072m) to a point intersecting the center line of the utility easement; thence, N 18-51-50 W along the center line of the utility easement a distance of 1127.28 feet (343.595m) to a point intersecting the northerly boundary of said parcel. The utility easement being 70 feet in width (35 feet each side of center line) and containing 1.81 acres (0.733 ha), more or less."

The Grantee is granted the right to construct, install, operate, maintain, protect, improve, repair, and abandon in place a natural gas line or pipelines under, over, through, and across the above-described property. The Grantee is further granted an easement for the nonexclusive right of access to and from said property for the purposes of utilizing the rights herein granted. The term "pipeline" includes gas lines; services, machinery, equipment, and facilities related to the operation or maintenance of said gas lines. The Grantor, on behalf of itself and its agents, invitees and licensees, agrees not to impair or interfere with the full use and enjoyment by the Grantee of the rights herein granted. Without limiting the generality of the forgoing, the Grantor shall not erect any structure within the easement area, or conduct or permit any activities which may impair or interfere with the rights herein granted. Grantor agrees to cooperate with Grantee to obtain all necessary permits, licenses and governmental action so that Grantee may enjoy the full use and benefit of this right-of-way contract. The Grantee agrees to hold the Grantor harmless from any loss, cost, or damage resulting from the Grantee's negligence in connection with the operation or maintenance of any pipelines installed under or over the easement premises and the Grantor agrees to hold the Grantee harmless from any loss, cost, or damage caused by the Grantor, its agents, invitees, or licensees or from any breach of this easement.

This easement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the parties hereto.

In witness whereof, the undersigned have executed this easement this 14th day of Sept, 1999.

M. Steven West
M. Steven West, Chairman

Al Switzer
Al Switzer, Commissioner

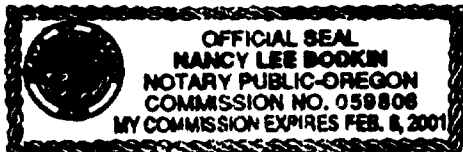
William R. Garrard
William R. Garrard, Commissioner

ACKNOWLEDGMENT

State of Oregon)
) ss.
County of Klamath)

On this day appeared before me M. Steven West, Chair, Al Switzer
and William R. Garrard to me known to be the individuals who executed the
foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed,
for the uses and purposes therein mentioned.

Given under my hand and official seal this 14th day of Sept, 1999.



Nancy Lee Bookin
Notary Public for: Oregon

Residing at: 305 Main Street
Klamath Falls, OR
My Commission Expires: Feb 8, 2001

State of Oregon, County of Klamath
Recorded 05/22/00, at 11:33 a. m.
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Linda Smith,
County Clerk Fee \$ 26⁰⁰