

ORIGINAL

Route No. O-KL-15  
 APN: 2409-30-00100  
 CP Station on Private Land  
 M. P. 501.7

03 APR 8 AM 11:18

**RIGHT-OF-WAY AGREEMENT**  
**Cathodic Protection Station**

State of Oregon, County of Klamath  
 Recorded 04/08/2003 11:18 a.m.  
 Vol M03 Pg 21761-64  
 Linda Smith, County Clerk  
 Fee \$ 36.00 # of Pgs 4

Crown Pacific Ltd., hereinafter called the first party, for and in consideration of value paid by PG&E Gas Transmission-Northwest Corporation, a California corporation (GTN), hereinafter called second party, the adequacy and receipt whereof are hereby acknowledged, hereby grants to second party the right to excavate for, install, replace, maintain, use and remove such devices for controlling electrolysis of second party's pipelines, and also a right-of-way within the hereinafter described lands which are situated in the County of Klamath, State of Oregon, and described as follows:

*A strip of land 30 feet wide beginning at a point on the existing GTN, 36" – "A" pipeline chainage station; 12+84+4187, thence south 83° 14' 55" west, 1,139 feet, overlapping an existing Mid State Electric Co-Op power line easement, as shown on attached sketch labeled Exhibit "B", all within the following lands;*

**Tax Lot 100**

**SE ¼ Section 30, T 24 S., R. 9, E. W.M.**

Second party may further define the location of said right-of-way by recording a "Notice of Location" referring to this instrument and setting forth a legal description of the location of said right-of-way, 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 right-of-way as may be reasonably necessary in connection with the installation, repair and replacement of such devices for controlling electrolysis;

(b) the right of ingress to and egress from said right-of-way over and across the 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 right-of-way which now or hereafter, in the opinion of the second party, may be a hazard to second party's facilities or may interfere with the exercise of second party's rights hereunder;

(d) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross said right-of-way;

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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 on said lands in the construction or reconstruction of the devices for controlling electrolysis or in the exercise of the right of ingress or egress;

(b) 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.

(c) second party shall obtain all necessary permits and consents for said easements where encroaching onto existing 3<sup>rd</sup> party easements, prior to execution of said agreement.

First party reserves the right to use said right-of-way 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 right-of-way, or diminish or substantially add to the ground cover over said devices for controlling electrolysis.

The provisions hereof 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 lands.

IN WITNESS WHEREOF the parties have executed these presents this 5<sup>th</sup> day of April, 2003.

GRANTOR:

Executed in the presence of:

Crown Pacific Ltd.

BY: Herb Nash

*Herb Nash*

TITLE: Oregon Land & Timber Manager

*Alice L. Bishop*  
Witness

GRANTEE:

PG&E Gas Transmission Northwest, Corporation

*Robert S. Latimer*

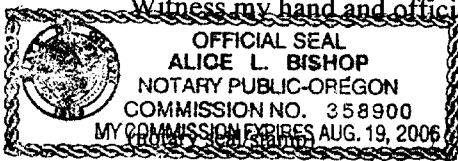
Robert S. Latimer

Land & Community Relations Supervisor

STATE OF Oregon )  
 ) SS.  
 County of Klamath )

On this 3rd day of April, 2003, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared Herb Nash, to me known to be the individual (s) that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

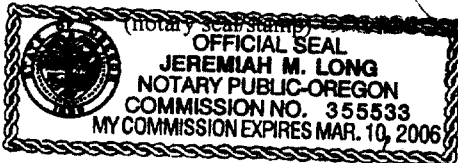


Alice L. Bishop  
 Notary Public in and for the State of Oregon residing at Gilchrist  
 My Appointment Expires: August 19, 2006

STATE OF OREGON )  
 ) SS.  
 County of KLAMATH )

On this 8th day of April, 2003, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared Robert S. Latimer, to me known to be the individual (s) that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.



[Signature]  
 Notary Public in and for the State of Oregon, residing at —  
 My Appointment Expires: 10 March 2006

