

RIGHT OF WAY AGREEMENT

WALTER W. SREAD and DOROTHY A. SREAD, husband and wife

hereinafter called first party, in consideration of value paid by PACIFIC GAS TRANSMISSION COMPANY, a California corporation, hereinafter called second party, the adequacy and receipt whereof are hereby acknowledged, hereby grants to second party the right to construct, install, replace, 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 appliances and fittings, and devices for controlling electrolysis in connection with said pipeline, together with adequate protection therefor, and also a right-of-way one hundred feet in width within the hereinafter described strip of those certain lands which are situated in the

County of DESCHUTES, State of OREGON, and described as follows, to wit:

That part of the East Half of the Southeast Quarter (1/2 5/8) of Section Eighteen (18), Township Seventeen (17) South, Range Thirteen (13) East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Beginning at a point on the East line of Section 18, Township 17 South, Range 13 E.W.M., 520.03 feet North of the Southeast corner of said Section; thence North along said Section line to the East quarter corner of said section; thence West along the North line of the Northeast Quarter of the Southeast quarter of said Section to the Northwest corner of said Northeast Quarter of the Southeast Quarter; and thence South 30° 57' East to the point of beginning; less a strip of land 60 feet in width along the East side of said tract to be used for a highway.

It is agreed between the parties that as soon as second party has completed the installation of the initial pipeline the aforesaid strip shall be restricted to the following:

That portion of the said lands of first party above described lying between lines parallel to and situate THIRTY (30) feet to the right and SEVENTY (70) feet to the left (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;
- (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 routes 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;
- (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 boundaries which will not interfere with any reasonable use first party shall make of said strip.

