

PERMIT

Effective as of the 17th day of October 1983, WEYERHAEUSER COMPANY, a Washington corporation, Box C, Tacoma, Washington, 98401, hereinafter designated as "Weyerhaeuser", hereby grants to:

Pacific Gas Transmission Company
P.O. Box 4389, Station B
Spokane, Washington 99202

hereinafter designated as the "Permittee", the non-exclusive right, license and permission to enter and be upon

those lands in Section 26, Township 40 South, Range 7 East, W.M., as shown on Exhibit A and more particularly as shown in Exhibit B, being approximately 10,000 square feet in size, beginning at a 5/8" iron rod with plastic cap, said point being South 58.19 feet and East 1.215.08 feet from the northwest corner of said Section 26; thence South 13°59'00" East 100 feet to a 5/8" iron rod with plastic cap; thence North 76°01'00" East 100 feet to a 5/8" iron rod with plastic cap; thence North 13°59'00" West 100 feet to a 5/8" iron rod with plastic cap; thence South 76°01'00" West 100 feet to the point of beginning.

Bearings based on Oregon Coordinate System, South Zone Grid.

for the purpose of locating and operating a radio repeater for exclusive use by Permittee.

upon terms and conditions as follows:

1. **CONSIDERATION** One Thousand Five Hundred Dollars (\$1,500.00) per year payable on or before September 15 annually.
2. **DATE OF EXPIRATION:** One (1) year and thereafter not to exceed September 15, 1988. The lease term will be renewable for an additional five-year term upon satisfactory negotiation
3. **OTHER PROVISIONS:** Permittee shall of the rental rate.
 - a. Protect the interest of prior users and at his sole expense correct any problems or deficiencies occurring as a result of Permittee's operation.
 - b. Not make, without the prior written consent of Weyerhaeuser, any changes in:
 - (1) Location of Permittee's equipment or cables or wires to and from equipment; or
 - (2) Install electrical generating equipment, fuel tanks or pipelines or other support equipment.
 - c. At all times maintain the station site, road, and adjacent lands of Weyerhaeuser free from any waste or debris created by Permittee.
 - d. Comply with all laws and rules relating to fire prevention, control, and suppression.
 - e. Neither cut, damage, nor destroy any of Weyerhaeuser's forest growth.
 - f. Pay for all damage to Weyerhaeuser property resulting directly or indirectly from negligent acts or omissions of Permittee.
 - g. Have the right to use the access road as shown in Exhibit A.
 - h. Provide certificates of insurance as outlined in paragraph 6 on an annual basis.
 - i. Provide Weyerhaeuser with drawings and diagrams of antennas and building specifications prior to installation of same.

83 NOV 25 AM 11 39

OK
10.00

4. ASSUMPTION OF RISK AND LIABILITY OF PERMITTEE:

(a) Weyerhaeuser has made no representation as to the present or future conditions of its property or the character of the traffic on any of its roads, and Permittee assumes all risks of damage to property of or injury to Permittee, in connection with the exercise of rights hereunder.

(b) Permittee shall pay for all damage to Weyerhaeuser's property resulting directly or indirectly from the negligent acts or omissions of Permittee hereunder, and shall reimburse Weyerhaeuser for all costs reasonably incurred for fighting fire resulting directly or indirectly from the Permittee's acts or omissions hereunder whether negligent or otherwise.

(c) Permittee shall indemnify and hold harmless Weyerhaeuser against all claims or liabilities asserted by third persons resulting directly or indirectly from the Permittee's acts or omissions hereunder whether negligent or otherwise, to the extent its acts or omissions are causative of such claims or liabilities.

5. COMPLIANCE WITH LAWS AND REGULATIONS: Permittee shall comply with all laws and regulations, Federal, State, or local, including, but not limited to, those relating to forestry and conservation practices and the prevention, suppression and control of fire, and all valid orders of Federal, State, and local officials pertaining thereto.

6. INSURANCE: Permittee shall obtain and maintain during the term hereof:

(a) liability insurance covering all motor vehicles exercising rights under this permit, with limits not less than \$ 250,000/500,000 for bodily injury and \$ 100,000 for property damage, and

(b) liability insurance covering all operations, other than motor vehicle operations as set forth above, in the exercise of rights under this permit or on lands in the vicinity of Weyerhaeuser lands, including contractually assumed liabilities and third party fire and property damage coverage, with limits not less than \$ 250,000/500,000 for bodily injury and \$ 100,000 for property damage.

Such insurance shall be issued by an insurance company acceptable to Weyerhaeuser, and shall include an endorsement requiring thirty (30) days' notice to Weyerhaeuser prior to cancellation. Permittee shall furnish evidence of the insurance prescribed in paragraphs (a) and (b) above to Weyerhaeuser before exercising any rights hereunder.

7. SECURITY FUND: Permittee has deposited with Weyerhaeuser \$ -0-, as security for the performance of all the obligations on the part of Permittee to be performed hereunder. If Permittee defaults in the performance of any obligation hereunder, Weyerhaeuser may apply said sum to the extent necessary to reimburse itself in a sum equal to any damage sustained on account of such default. Any residue remaining after any such application will be repaid to Permittee by Weyerhaeuser. Permittee shall be and remain liable for any deficiency and for all amounts which may be due to Weyerhaeuser by reason of any default hereunder by Permittee, after such application.

8. TERMINATION AND SUSPENSION:

(a) All rights hereunder shall terminate upon ^{one hundred eighty (180)} ~~thirty (30)~~ days' notice by either party to the other; provided that if Weyerhaeuser shall terminate this permit for any reason, except default, the unearned portion of any prepaid consideration shall be returned to Permittee.

(b) All rights hereunder shall terminate automatically ten (10) days' after notice of default given by either party to the other, if the default has not been remedied within such time. The termination of this permit shall not prejudice Weyerhaeuser's right to collect damages accrued theretofore or thereafter accruing on account of Permittee's breach of any term hereof.

(c) Any failure to exercise a right to terminate this permit in case of default shall not constitute a waiver of the defaulting party's obligation to perform strictly in accordance with the terms of this permit. Any such right to terminate shall remain in full force and effect and may be exercised so long as such default continues.

9. NON-ASSIGNMENT: Neither this permit nor the right of the Permittee hereunder shall be assignable in whole or in part, by operation of law or otherwise, without the prior written consent of Weyerhaeuser thereto.

10. NOTICE: Any notice to be given by either party hereto to the other under the provisions of or with respect to this permit may be served personally or by registered mail, addressed to the party to be served at the latter's post office address hereinabove set forth; and such service by registered mail shall be equivalent to personal service.

IN WITNESS WHEREOF, Weyerhaeuser has executed this permit in duplicate and Permittee has accepted the same as of the day and year hereinabove first written.

ACCEPTED: (Permittee)
PACIFIC GAS
TRANSMISSION COMPANY

By J. W. Adamson
Vice President-Operations

WEYERHAEUSER COMPANY

By John D. Monfore
John D. Monfore
Land Use Manager

20309

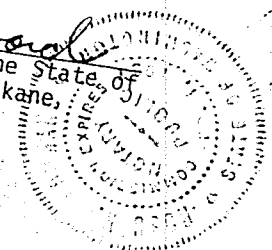
STATE OF WASHINGTON)
COUNTY OF SPOKANE) ss.

On this 17th day of October, 1983, before me, the undersigned Notary Public, personally appeared J. W. Adamson, known to me to be the Vice President of the corporation that executed the foregoing instrument and the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

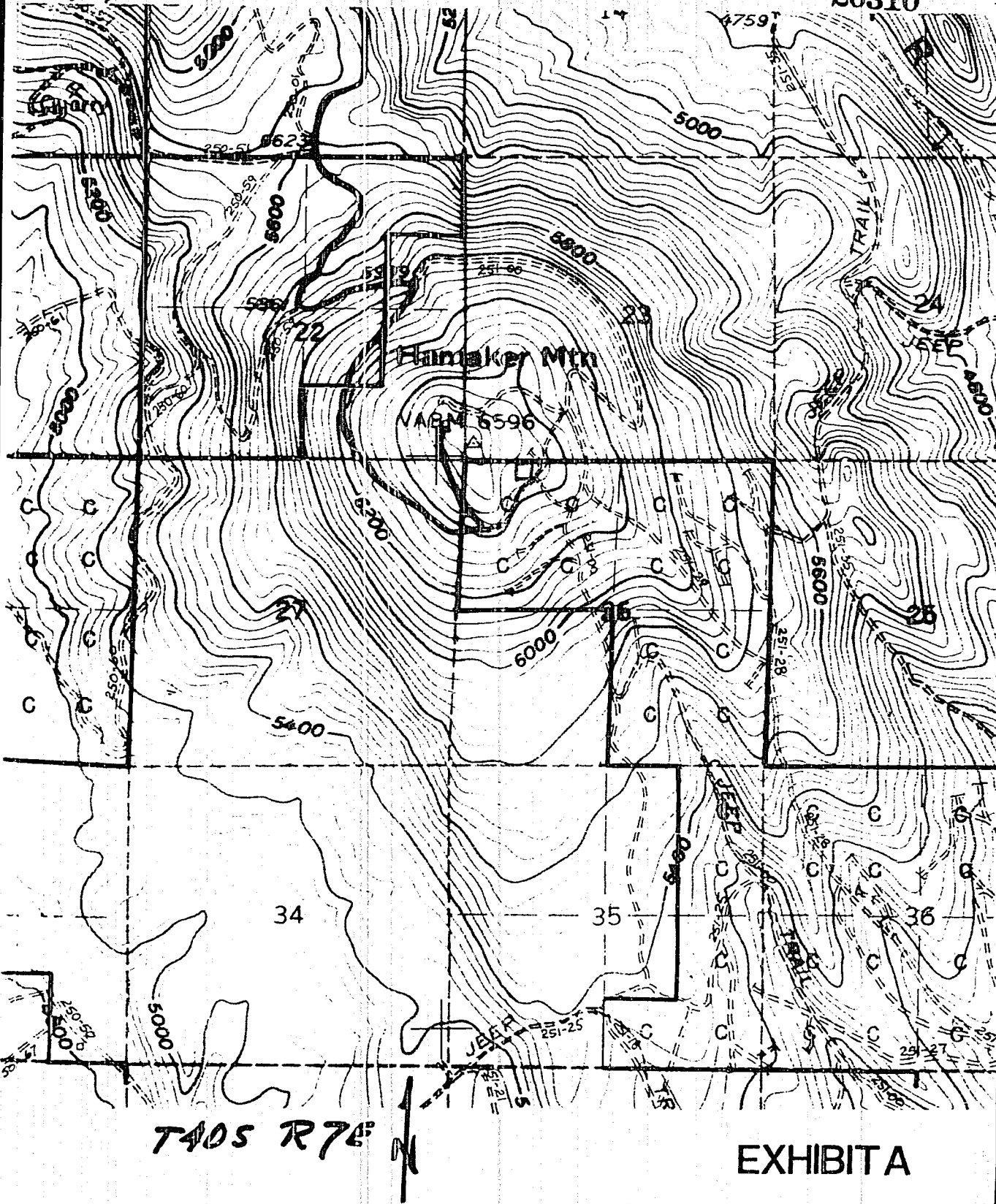
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Stan H. Woodward
Notary Public in and for the State of
Washington, residing at Spokane,

My Commission Expires:
April 1, 1987



20310



T40S R7E

EXHIBIT A

20311

Township 40 South, Range 7 East

Section 23
Section 26

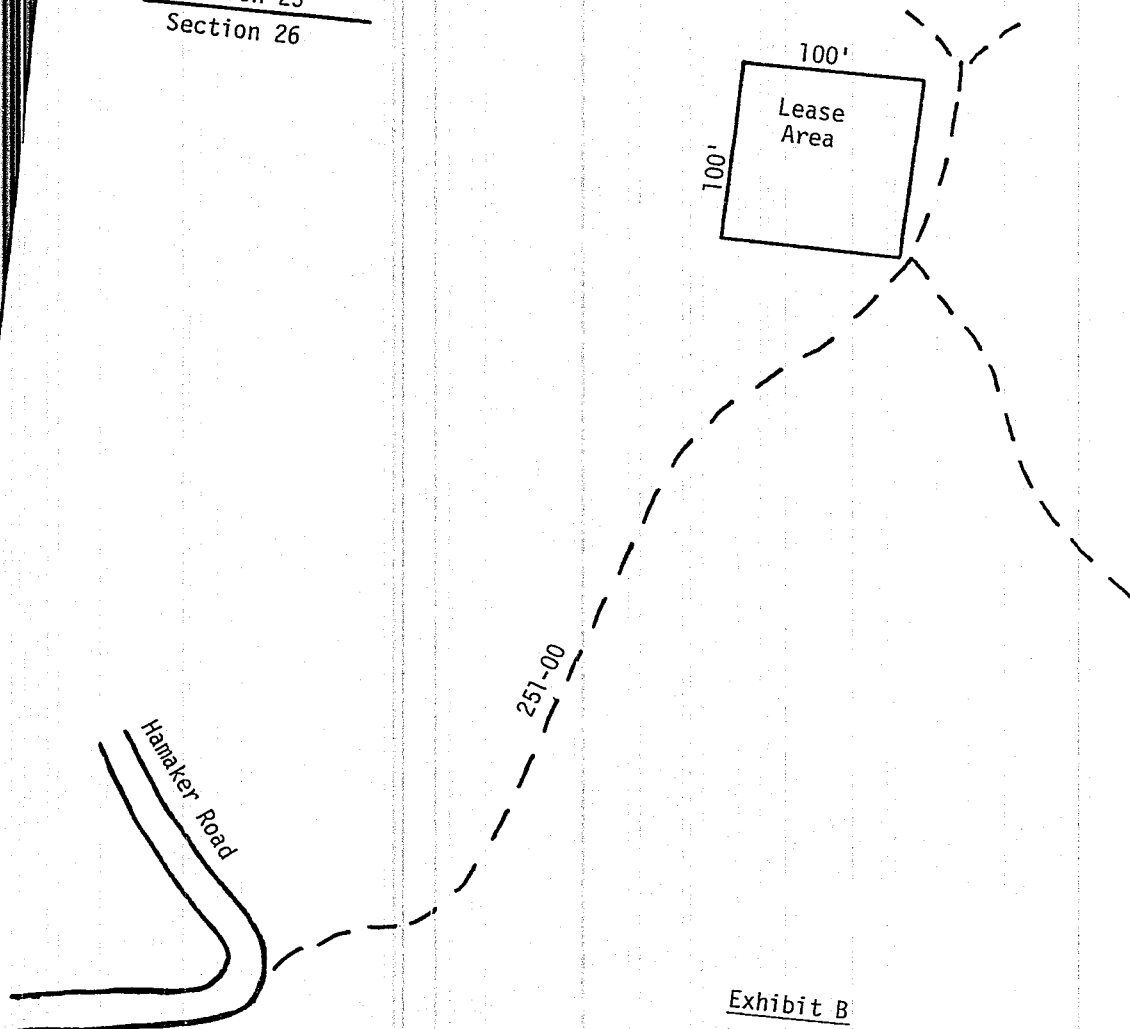


Exhibit B
Location of Lease Area
Sketch Only--Not Drawn
to Scale

Not: Ross W. Woodward
267 Pacific Gas
Transmission Company

P.O. Box 4389 - Sta. B Spokane, Wash. 99212

STATE OF OREGON: COUNTY OF KLAMATH: ss
I hereby certify that the within instrument was received and filed for
record on the 25th day of November A.D., 1983 at 11:39 o'clock A.M.,
and duly recorded in Vol. 483, of Deeds on page 20307.

Fee \$ 20.00

EVELYN BIEHN, COUNTY CLERK
by Ann Smith deputy