

53927

'92 NOV 13 PM 1 09

AFTER RECORDING, RETURN TO:

PACIFIC GAS TRANSMISSION COMPANY

160 Spear Street

San Francisco, California 94105-1570

Attn: V.P., Engineering and Construction

Vol. mg2 Page 27048

APN.

ROW No. O-KL-0036

PGT-PG&E PIPELINE EXPANSION PROJECT
LAND USE AGREEMENT

The undersigned, hereinafter called first party (including its tenants, contractors or agents), in consideration of value paid by Pacific Gas Transmission Company, hereinafter called second party, the receipt of which is hereby acknowledged, hereby agrees to restrict use of first party's lands, as shown on drawing nos. 700-E-MA-1101, 700-E-MA-1102, and 700-E-MA-1103 attached as Exhibits A, B and C, located within and/or adjacent to the pipeline transmission easement recorded in the official records of Klamath County, State of Oregon, Book 324, Page 295.

First party shall be restricted from using the subject area for grazing any type of domestic animals, farming operations, or vehicular traffic. Further, the first party shall not plow, disk, apply pesticides or chemicals, perform controlled burning, alter drainage patterns or in any other manner disturb or modify the soil. The 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 area.

First party acknowledges second party has an easement for the construction, operation, and maintenance of a pipeline within the area described in the above-referenced pipeline transmission easement, and a right of ingress to and egress from said easement, including the right to restore the easement area and monitor the restoration.

This agreement will remain in effect *for one year and thereafter not to exceed:* 10/16/97, and may be extended by mutual agreement of both parties.

Second party agrees to pay, in addition to the above stated consideration, any damages to growing crops, fences, buildings and other improvements, roads and timber which may immediately and directly result from this agreement.

First party shall take ordinary care in protecting the above described area. First party will be liable for any and all damages resulting from its negligence.

The terms and conditions of this agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto, and all covenants shall apply to and run with the land.

[Signature]
Witness

Dated 10/26, 1992.

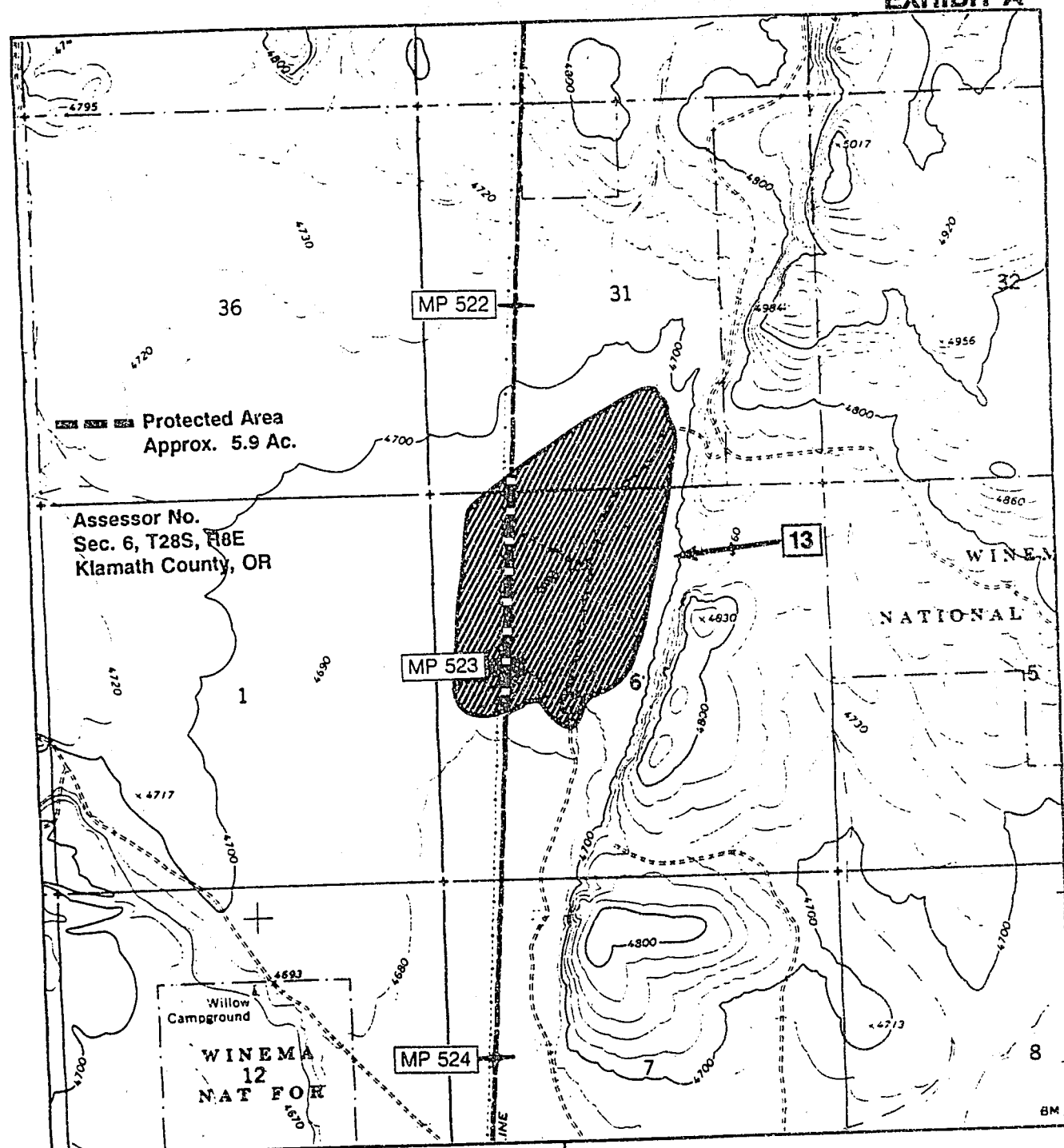
Witness

Weyerhaeuser Company

By: [Signature]
Land Use Manager
10/16/92

Pacific Gas Transmission Company

By: [Signature]
Land Manager30.00
OK



SCALE FACTOR 1:24,000
0 1000 2000 3000 4000 5000 FT
7.5 Minute Series (Topographic)



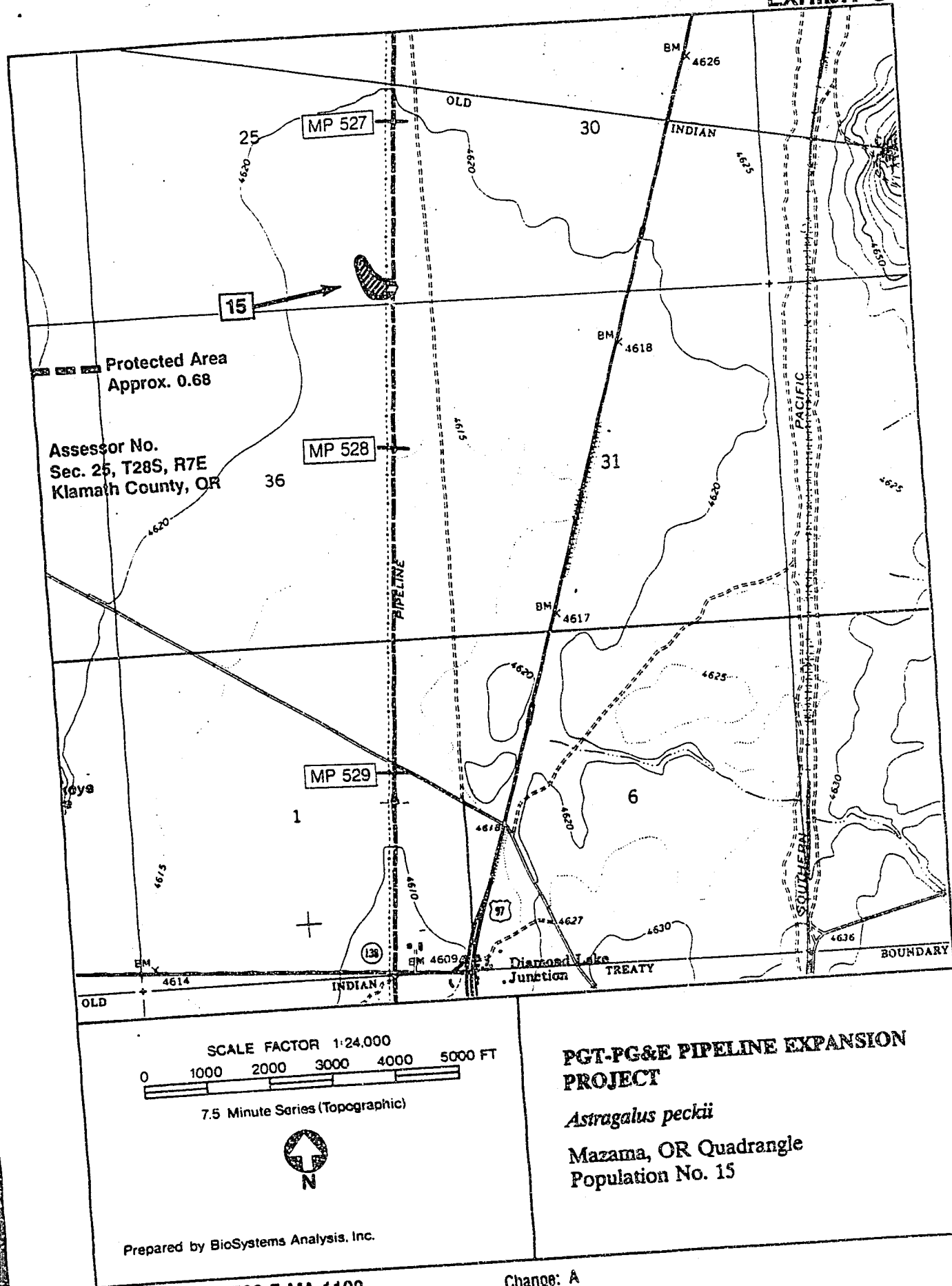
Prepared by BioSystems Analysis, Inc.

PGT-PG&E PIPELINE EXPANSION PROJECT

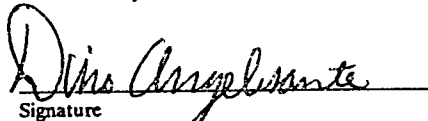
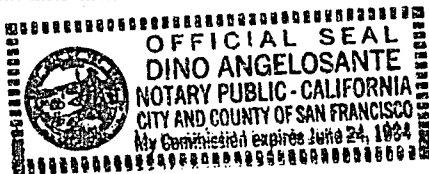
Astragalus peckii

Chemult, OR Quadrangle
Population No. 13


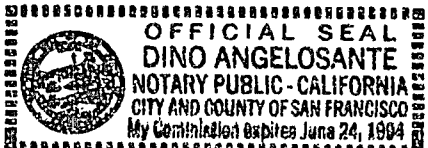
EXHIBIT C



62-4202 Notary (General) Rev. 8/91

STATE OF <u>California</u> } COUNTY OF <u>San Francisco</u> } SS.	CAPACITY CLAIMED BY SIGNER
On <u>Oct. 26, 1992</u> before me, the undersigned, a Notary Public for said State, personally appeared <u>W.G. Thomas</u>	<input type="checkbox"/> Individual(s) Signing For Oneself/Themselves <input type="checkbox"/> Corporate Officer(s) of the Above Named Corporation(s) <input type="checkbox"/> Guardian of the Above Named Individual(s) <input type="checkbox"/> Partner(s) of the Above Named Partnership(s) <input type="checkbox"/> Attorney(s)-in-Fact of the Above Named Principal(s) <input type="checkbox"/> Trustee(s) of the Above Named Trust(s)
[<input checked="" type="checkbox"/> personally known to me -OR- [] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	<input checked="" type="checkbox"/> Other <u>PGT-PG&E Pipeline</u> <u>Expansion Project -</u> <u>Land Manager</u>
WITNESS my hand and official seal.	
 Signature	
	

62-4205 Notary (Witness) Rev. 8/91

STATE OF CALIFORNIA } COUNTY OF <u>San Francisco</u> } SS.	CAPACITY CLAIMED BY SIGNER
On <u>Oct. 26, 1992</u> before me, the undersigned, a Notary Public for said State, personally appeared <u>Harold D. Hubble</u> [<input checked="" type="checkbox"/> personally known to me -OR- [] proved to me by the oath of a credible witness who is personally known to me to be the person whose name is subscribed to this instrument as a witness thereto, who, being duly sworn, deposed and said that he/she resides in the County of <u>Shasta</u> , State of California, and that he/she was present and saw <u>John Monton</u>	<input type="checkbox"/> Individual(s) Signing For Oneself/Themselves <input type="checkbox"/> Corporate Officer(s) of the Above Named Corporation(s) <input type="checkbox"/> Guardian of the Above Named Individual(s) <input type="checkbox"/> Partner(s) of the Above Named Partnership(s) <input type="checkbox"/> Attorney(s)-in-Fact of the Above Named Principal(s) <input type="checkbox"/> Trustee(s) of the Above Named Trust(s) <input checked="" type="checkbox"/> Other <u>Corporate -</u>
(known to the witness to be the person(s) whose name(s) is/are subscribed to this instrument) execute it, and acknowledged to the witness that he/she/they executed it in his/her/their authorized capacity(ies), and that at his/her/their request the witness thereupon subscribed his/her name as a witness thereto.	<u>Weyerhaeuser</u> <u>Company - Land</u> <u>Manager</u>
WITNESS my hand and official seal.	
 Signature	
	

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of _____ the 13th day
 of Nov A.D., 1992 at 1:09 o'clock P M., and duly recorded in Vol. M92,
 of _____ Deeds on Page 27048.

FEE \$30.00

Evelyn Biehn - County Clerk

By Pauline Mullendore