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DEED

AUDIT No. 108783

EASEMENT AGREEMENT

SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation, hereinafter called "Southern Pacific," in consideration of the sum of Five Hundred and no/100 Dollars (\$500.00) paid by PACIFIC GAS TRANSMISSION COMPANY, a California corporation, hereinafter called "PGT," the adequacy and receipt whereof are hereby acknowledged, hereby grants to PGT a permanent and perpetual easement free and clear of all encumbrances except all liens of record created by mortgages or trust deeds on Southern Pacific's behalf. The easement is for the purpose of allowing PGT the right to excavate for, install, replace (of the initial or any other size), maintain, operate, use, and remove a pipeline or lines of any size as PGT shall from time to time elect for conveying natural and artificial gas and other gaseous or liquid hydrocarbons and any products or by-fittings, and devices for controlling electrolysis in connection with said pipelines, and such underground wires, cable, conduits, and other electric conductors, appliances, fixtures, and appurtenances as PGT shall from time to time elect for communication purposes, together with adequate protection therefor.

The easement shall consist of a 50-foot wide crossing over Southern Pacific's railroad right of way located at Chemult, Klamath County, State of Oregon, as more fully described in Attachment D, attached hereto and incorporated herein by this reference. Attachments A, B, C, E and F are similarly attached hereto and incorporated herein by this reference.

Southern Pacific further grants to PGT:

- (1) The right to use such portion of the land adjacent to and along the easement as may be reasonably necessary in connection with the installation, operation, repair and replacement of such pipeline or lines, or any other facilities;
- (2) The right of ingress to and egress from the easement and across adjacent lands by means of roads and lanes thereon, if such there by, otherwise by such practicable route or routes as shall occasion the least damage and inconvenience to Southern Pacific;
- (3) 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 the

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easement and to trim and to cut down and to clear away any trees on either end of the easement which now or hereafter in the opinion of PGT may be a hazard to PGT's facilities or may interfere with the exercise of PGT's rights hereunder;

(4) The right to install, maintain and use gates in all fences which affect access to, or shall hereafter affect access to, the easement;

(5) The right to mark the location of the easement by suitable markers set in the ground, provided that said markers shall be placed at fence lines or other locations which will not interfere with any reasonable use Southern Pacific shall make of its right of way subject to the easement.

PGT hereby covenants and agrees:

(1) PGT agrees to defend, release and indemnify Southern Pacific (Railroad), its officers, employees, agents, successors and assigns, from all claims, liability, cost and expense, including reasonable attorneys' fees, for loss of or damage to property and for injuries to or death of persons arising out of the construction, reconstruction, maintenance, location, presence or use of said Facilities, except to the extent caused or contributed to by the acts of Railroad. The word "Railroad" as used in this section shall be construed to include, in addition to Railroad, the successors, assigns and affiliated companies of Railroad, and any other railroad company that may be lawfully operating upon and over the said tracks and the officers, agents and employees thereof. In no event shall either Railroad or PGT be liable to the other, or any other party, for consequential damages.

(2) PGT shall promptly backfill any trench made by it on said strip and PGT shall restore the surface of the ground, so far as is practicable, to its condition prior to PGT's trenching operations.

Southern Pacific reserves the right to use the right of way subject to the easement for purposes which will not interfere with PGT's full enjoyment of the rights hereby granted, provided that Southern Pacific shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction on the right of way subject to the easement, or diminish or substantially add to the ground cover over said pipelines or any other facilities.

The provisions hereof shall inure to the benefit of and bind the heirs, successors and assigns of the respective parties hereof, and all covenants shall apply to and run with the land.

IN WITNESS WHEREOF, the parties have executed these presents this 12th day of May, 1992.

SOUTHERN PACIFIC TRANSPORTATION COMPANY

ATTEST

S. J. Medina
ASSISTANT SECRETARY

By WE Jowles
(Title) Director
Contracts and Joint Facilities

PACIFIC GAS TRANSMISSION COMPANY

By W. J. Thomas
(Title) Land Manager

By _____
(Title)

STATE OF CALIFORNIA)

County of _____)

On this ____ day of _____, 1992, before me, _____, a Notary Public of said state, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as _____ on behalf of Southern Pacific Transportation Company and acknowledged to me that the corporation executed it.

Notary Public for California
My Commission expires: _____

Approved as to Form:

BY Daniel F. Cooley
DANIEL F. COOLEY

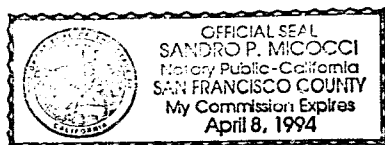
STATE OF CALIFORNIA }
City and County of San Francisco } SS.

On this 12th day of May, in the year of Nine Hundred Ninetytwo one before me, Sandro P. Micocci, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared W. E. FOWLER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the DIRECTOR CONTRACTS AND JOINT FACILITIES, of the Corporation described in and that executed the within instrument, and also known to be the person who executed it on behalf of the Corporation therein named and acknowledge to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Corporation W. E. Fowler
Notary Public in and for the City and County of San Francisco, State of California

My Commission Expires April 8, 1994



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

STATE OF California }
COUNTY OF San Francisco } SS.

On May 21, 1992 before me, the undersigned, a Notary Public for said State, personally appeared Wil G. Thomas

☒ 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.

WITNESS my hand and official seal.

Dino Angelosante
Signature



CAPACITY CLAIMED BY SIGNER

- ☐ Individual(s) Signing For Oneself/Themselves
- ☐ Corporate Officer(s) of the Above Named Corporation(s)
- ☐ Guardian of the Above Named Individual(s)
- ☐ Partner(s) of the Above Named Partnership(s)
- ☐ Attorney(s)-in-Fact of the Above Named Principal(s)
- ☐ Trustee(s) of the Above Named Trust(s)

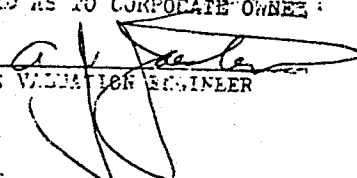
☒ Other

PGT

Land Manager

31988

APPROVED AS TO CORPORATE OWNERS:

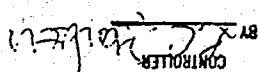

FOR VALIDATION ENGINEER

Approved:


General Attorney

DESCRIPTION CORRECT


FOR CHIEF ENGINEER

BY 
L.C. YARBARY
CONTROLLED
COUNTERSIGNED

P.A. MARTIN
MAY 12 1992

PGT Attachment A to Form C.E. 41708

INFORMATION BY APPLICANT

Applicant agrees to defend, release and indemnify Railroad, its officers, employees, agents, successors and assigns, from all claims, liability, cost and expense, including reasonable attorneys' fees, for loss of or damage to property and for injuries to or death of persons arising out of the construction, reconstruction, maintenance, location, presence or use of said Facilities, except to the extent caused or contributed to by the acts of Railroad. The word "Railroad" as used in this section shall be construed to include, in addition to Railroad, the successors, assigns and affiliated companies of Railroad, and any other railroad company that may be lawfully operating upon and over the said tracks and the officers, agents and employees thereof. In no event shall either Railroad or Applicant be liable to the other, or any other party, for consequential damages.

Attachment 8.

INFORMATION BY RAILROAD

See Attachment 1

INFORMATION BY APPLICANT

APPLICANT TO FILL IN ALL INFORMATION LINES OR N/A IF IT DOES NOT APPLY.

☒ NEW INSTALLATION☐ RECONSTRUCTION

PIPE LINE CARRYING

☒ FLAMMABLE OR HAZARDOUS SUBSTANCES☐ NON-FLAMMABLE SUBSTANCES

(SEE RAILROAD STANDARD C.S. 1742)

☐ CULVERT

APPLICANT'S HOME BUSINESS AS:

☐ ENGINEER ☐ CONTRACTOR ☐ ARCHITECT ☐ SURVEYOR

APPLICANT: Pacific Gas Transportation Company

ADDRESS: P.O. Box 4389

STATE: CA

CITY: Berkeley

COUNTY: Alameda

PHONE: (510) 534-0857

CONTACT PERSON: Lino Angelosanto

PHONE: (415) 768-1033

FACILITY: Pipeline

PURPOSE: Transmitted Natural Gas

IF PIPE ON CASING DIAMETER IS GREATER THAN 3'-6" APPLICANT SHALL SUBMIT

ENGINEERING PLANS, CALCULATIONS, SPECIFICATIONS, AND SOILS REPORT.

DISTANCE TO PERMANENT RAILWAY STRUCTURE: 26'-25'-25'

ANGLE OF CROSSING WITH TRACKS: 90°

SOIL CLASSIFICATION: 26'-25'-25'

PIPE SLOPE OR GRADIENT: 100'

CONTENTS TO BE HANDLED:

NOMINAL DIAMETER: 48"

PIPE MATERIAL: Steel

SPECIFICATION AND GRADE: A53

WALL THICKNESS: 1/2"

OPERATING PRESSURE/MAXIMUM PRESSURE: 150 PSI

MINIMUM YIELD STRENGTH: 42,000 PSI

TYPE OF JOINT: Welded

COATING MATERIAL: Epoxy

METHOD OF INSTALLATION: Open Trench

LENGTH OF CASING (ACTUAL): 150'

DISTANCE OF CASING PERPENDICULAR FROM CENTERLINE OF TRACK: 50'

VENTS: 1

SIZE: 12"

DISTANCE OUT FROM CENTERLINE: 50'

DISTANCE TO SHUT-OFF VALVES ON EACH SIDE OF R/W: 50'

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Attachment C

1. **SCOPE**
 Pipelines included under these specifications are those installed to carry oil, gas, petroleum products, or other flammable, highly volatile, or hazardous substances under pressure.
2. **DEFINITIONS**
 a. Pipelines under railway tracks shall be metal and encased in a larger pipe or casing called the casing pipe as indicated in Figure 1. Design shall be based on superimposed load due to railway (Cooper E-90) loading with applicable impact in combination with internal pressure, external loads and installation loads.
 b. Pipelines shall be installed under tracks by dry boring or jacking.
 c. Pipelines shall be located, where practicable, in cross tracks at approximately right angles hereto but preferably at not less than 45 degrees and shall not be placed within a centerline of any railway bridge, building or other important structure, except in special cases and then by special design as approved by the Chief Engineer.
 d. Steel carrier pipe under secondary or industrial tracks or on railway right-of-way not under a railway track may be installed without casing by permission of the Chief Engineer.
 e. Pipelines laid longitudinally on railway right-of-way shall be located so as to be at least 50 feet from the centerline of any track, or where there is danger of damage from leakage in any bridge, building or to structure, the carrier pipe shall be encased or of special design as approved by the Chief Engineer.
 f. Any replacement of a carrier pipe shall be considered a new installation, subject to the requirements of these specifications.
 g. Signs to indicate location of pipeline, (located at right-of-way line for crossings and a minimum of every 500' for longitudinal pipelines) are to be installed and maintained by the pipeline company.
 h. The Chief Engineer mentioned in these specifications is the Chief Engineer of the Railway Company.
3. **CONCRETE PIPE**
 Pipelines carrying oil, liquefied petroleum gas, natural or manufactured gas useable products shall be of metal and conform to the requirements of ANSI D-31.0 and ANSI B-31.4 and other applicable codes, except that the maximum allowable stresses for design of steel pipe shall not exceed the following percentages of the specified minimum yield strength (multiplied by longitudinal joint factor) of the pipe as defined in the codes:
 a. Steel welded pipe under railway tracks (not to hoop stress):
 (1) Seventy-two percent for installation on all pipelines.
 (2) Fifty percent for pipelines carrying liquefied petroleum gas and other flammable liquids with low flash point.
 (3) Sixty percent for installations on gas pipelines.
 b. Steel pipe without a casing under secondary or industrial tracks (the following percentages apply to the sum of the hoop stress and the flexural stress due to external loads):
 (1) Sixty percent for installations on all pipelines.
 (2) Forty percent for pipelines carrying liquefied petroleum gas and other flammable liquids with low flash point.
 (3) Fifty percent for installations on gas pipelines.
4. **STEEL PIPE**
 Steel pipe laid longitudinally on railway right-of-way without the protection of a casing:
 (1) The following percentages apply to hoop stress:
 (a) Sixty percent for installations on all pipelines.
 (b) Forty percent for pipelines carrying liquefied petroleum gas and other flammable liquids with low flash point.
 (3) Fifty percent for installations on gas pipelines.
 The pipe shall be laid with sufficient stock so that it is not in tension, maximum allowable stress in the carrier pipe on either side of the crossing is less than specified above, the carrier pipe at the crossing shall be designed at the same stress as the adjacent carrier pipe.
5. **CASTING PIPE**
 Casting pipe and joints shall be of leakproof construction, capable of withstanding railway loading (Cooper E-90), minimum size to be determined from Table 1 to 2, Table 2 indicates a minimum thickness based upon superimposed loads only and it is the responsibility of the installer to provide installation, which is adequate for the stresses to be placed in the pipe, the casting shall be extended correspondingly by the pipeline owner.
 Steel casting pipe to have a minimum yield strength of 35,000 psi, when casting is installed without benefit of a protective casing, and said casting is not cathodically protected, the wall thickness shown in Table 2 shall be increased to the nearest standard size which is a nominal diameter less than 12 inches, and the thickness shown in Figure 1 are measured perpendicular to the track.
6. **CONSTRUCTION**
 a. Casting pipe shall be so constructed as to prevent leakage from the casting throughout its length.
 b. Casting shall be so installed as to prevent the formation of a waterway under the railway, and with an even bearing throughout its length, and shall slope to one end (except for longitudinal occupancy).
 c. Installations by open-trench methods shall comply with Association of Pipe Culverts, American Railway Engineering Assoc. (AREA), Chapter 1, Part 412.
 d. Dry bored or jacked installations shall have a bored hole diameter essentially the same as the outside diameter of the pipe plus and develop or if the bored hole diameter is greater than the outside diameter of the pipe (including coating) by more than one inch, the space shall be filled by grouting or other remedial measures as approved by the Chief Engineer. Boring operations shall not be stopped if such stoppage would be detrimental to the railway.
 e. Tunneling operations shall be conducted as approved by the Chief Engineer. If voids are caused by the tunneling operations, they shall be filled by pressure grouting or by other approved methods which will provide proper support.
 f. Where casing and/or carrier pipe is cathodically protected, the Chief Engineer shall be notified and suitable test made to insure that other railway structures and facilities are adequately protected from the cathodic current in accordance with the recommendations of reports submitted by the Committee on Cathodic Corrosion Control, as published by the National Association of Corrosion Engineers.
7. **INSPECTION AND TESTING**
 ANSI and applicable codes current at time of contracting the facility shall govern the inspection and testing of the facility within the railway right-of-way except that the proof testing of strength of carrier pipe shall be in accordance with the applicable ANSI code.
8. **SUPPORTS**
 All supports, installations or centering devices for the carrier pipe shall be as designed and constructed that no loads from the roadbed, track, trolley or casting pipe itself are transmitted to the carrier pipe. The spacing of such supports longitudinally in the casing shall not be greater than 10 feet.
9. **SEALS**
 Both ends of the casing shall be suitably sealed to the outside of carrier pipe.
10. **VENTS**
 Casting pipe, unless otherwise authorized by the Chief Engineer or as stated below, shall be properly vented. Vent pipes shall be of sufficient diameter that in no case less than 2 inches in diameter) and shall be attached near the end of casting and project through ground surface at right-of-way line or not less than 10 feet from centerline of any track. When casting does not extend to right-of-way line, the vent must be in an approved location. Vent pipe if not located on right-of-way line is to be protected with rail posts or equivalent.
 Vent pipe to be vertical and shall extend not less than 4 feet above ground surface. Top of vent pipe shall be fitted with down-turned elbow properly screened, or a vent cap. Vents in sections subject to high water shall be supported above maximum elevation of high water and shall be supported in a manner that meets the approval of the Chief Engineer.
 Vent pipes shall be at least 4 feet (vertically) from aerial electric wires.
11. **EXCAVATIONS AND BURE PITS**
 Excavations and bure pits shall be a minimum distance of twenty feet from the centerline of the nearest track. Shoring plans and calculations may be required to be submitted prior to supplement, construction per AISC manual and the right-of-way, the Chief Engineer shall be notified and suitable test made to insure that other railway structures and facilities are adequately protected from the cathodic current in accordance with the recommendations of reports submitted by the Committee on Cathodic Corrosion Control, as published by the National Association of Corrosion Engineers.

SOUTHERN PACIFIC LINES
 COMMON STANDARD
 PIPE LINES
 FOR FLAMMABLE & HAZARDOUS
 SUBSTANCES ACROSS OR ALONG
 RIGHT OF WAY

NO SCALE REVISED JAN. 1, 1990

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ATTACHMENT C

10. DEPTH OF INSTALLATION

Refer to Figure 1 for minimum cover depths for pipeline crossings.
Pipelines laid longitudinally on railway right-of-way 30 feet or less from centerline shall be installed at least 5 feet from ground surface and at least 18 inches from the bottom of the trench. Where pipelines are laid crosswise, they shall be at least 4 feet from centerline of track, minimum cover shall be at least 4 feet.

11. SHUT-OFF VALVES

Accessible emergency shut-off valves shall be installed within effective distances each side of the railway as specified by the Chief Engineer and the pipeline company. Where pipelines are provided with automatic control stations of locations and within distances approved by the Chief Engineer, no additional valves shall be required.

12. APPROVAL OF PLANS

Plans for proposed installation shall be submitted to Regional Engineer and must meet the approval of the Chief Engineer before construction is begun. Plans shall be drawn to scale showing relation of proposed pipeline to railway tracks, right-of-way and general layout of the railway. Plans shall show the location of the pipeline, right-of-way and general layout of the railway. Plans shall show the location of the pipeline, right-of-way and general layout of the railway. Plans shall show the location of the pipeline, right-of-way and general layout of the railway.

Cross section or profile shall show pipe line and appurtenances, features as to the track and surrounding ground.
The execution of the work on railway right-of-way shall be subject to the inspection and direction of the Regional Engineer or his authorized representative.

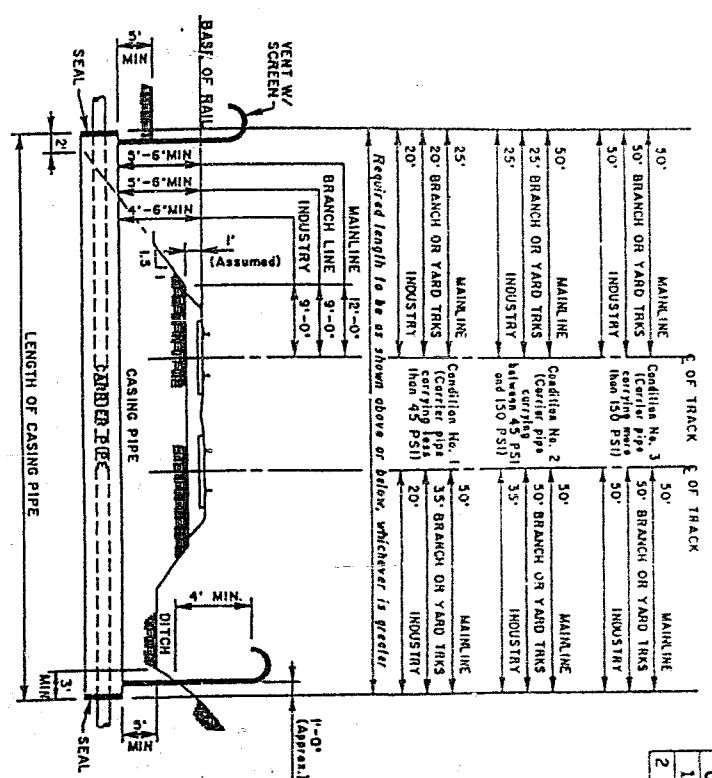
The plans shall contain the data that is required on the application form (C.E. 41700, SH. II). The application form shall be completely filled in.

13. EXECUTION OF WORK

The Pipeline Agreement and Contractor's Right of Entry Agreement shall be fully executed before any work will be allowed on railway right-of-way. The execution of the work on railway right-of-way, including the supporting of tracks, shall be subject to the inspection and direction of the Regional Engineer. A minimum of 3 days notice to railway is required prior to entry on right-of-way for construction.

Table 1 Data for Determining Minimum Size Casing		Table 2 (Casing with Protective Coating) Steel Casing	
NOMINAL CARRIER STEEL	NOMINAL PIPE SIZE CINCH	NOMINAL PIPE SIZE CINCH	MINIMUM WALL THICKNESS (Inches)
3/4"	2 1/2"	14" B. UNDER	0.1875
1 1/4"	3 1/2"	16"	0.2000
1 3/4"	4 1/2"	20" B. 22"	0.2500
2 1/4"	5 1/2"	24"	0.3125
2 3/4"	6 1/2"	26"	0.3437
3 1/4"	7 1/2"	28"	0.3750
3 3/4"	8 1/2"	32"	0.4375
4 1/4"	9 1/2"	34" B. 15"	0.4687
4 3/4"	10 1/2"	36"	0.5000
5 1/4"	11 1/2"	40"	0.5625
5 3/4"	12 1/2"	42"	0.5937
6 1/4"	13 1/2"	44" B. 15"	0.6250
6 3/4"	14 1/2"	48"	0.6875
7 1/4"	15 1/2"	50"	0.7187
7 3/4"	16 1/2"	52"	0.7500

CASING REQUIREMENTS - FIG. 1



SOUTHERN PACIFIC LINES
COMMON STANDARD
PIPE LINES
FOR FLAMMABLE & HAZARDOUS
SUBSTANCES ACROSS OR ALONG
RIGHT OF WAY
NO SCALE
REVISED JAN. 1, 1990

SOUTHERN PACIFIC T.P.T.N. CO. MP=CF-506.66
P.G.T. M.P. NO. 516.5

A strip of land of the uniform width of 50.00 feet located in the Northwest Quarter of Section 5, Township 27 South, Range 8 East, W.M., Klamath County, Oregon, and lying 25.00 feet on each side of the following described centerline, to wit:

Commencing at the Section Corner common to Sections 31 and 32 of Township 26 South, and Sections 5 and 6 of Township 27 South, Range 8 East, W.M., Klamath County, Oregon; and run thence South 56° 58' 51" East (Bearings are Grid, Oregon Coordinate System of 1927, South Zone, and derived from control surveys performed by E.H. Schmidt Corporation for Pacific Gas Transmission Company), a distance of 1344.18 feet to a point on the Easterly Right of Way line of the Southern Pacific Railroad, said point lying approximately 30 feet Southerly of an existing Pacific Gas Transmission Company Pipeline, and being the TRUE POINT OF BEGINNING for this description; thence South 45° 27' 20" West, parallel to and approximately 30 feet Southerly of said existing pipeline, a distance of 347.49 feet, more or less, to a point on the Westerly Right of Way line of said railroad, and the terminus of this description.

Containing 0.40 Acre, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Dwight M. Bartleson

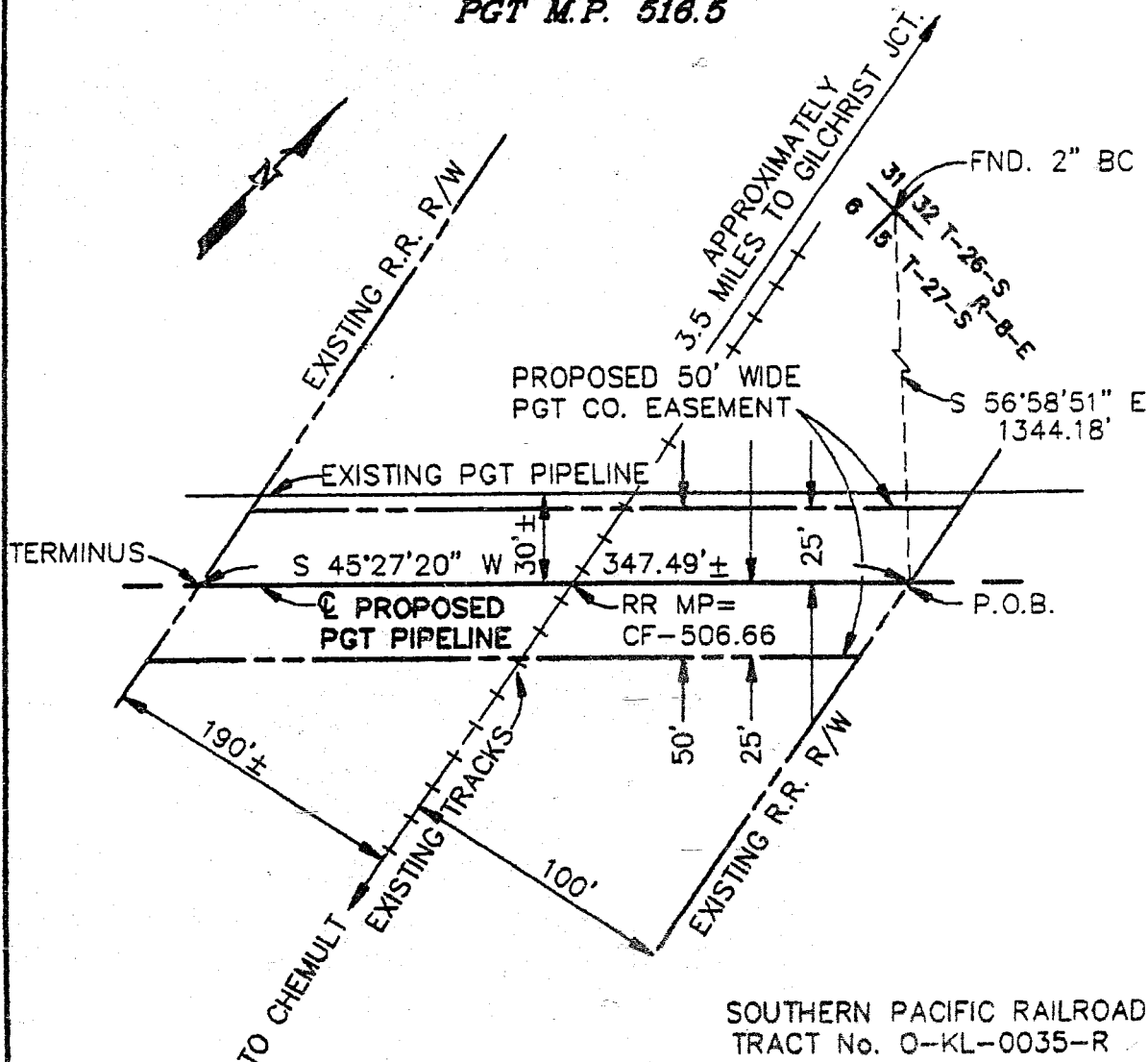
OREGON
JULY 28, 1985
DWIGHT M. BARTLESON
02166LS

Dwight M. Bartleson
Oregon Professional Land Surveyor No. 2166LS

April 14, 1992

ATTACHMENT 'E'

KLAMATH COUNTY, OREGON
NW 1/4 of SEC. 5, T-27-S, R-8-E, W.M.
PGT M.P. 516.5



SOUTHERN PACIFIC RAILROAD
 TRACT No. O-KL-0035-R

FILE INFO: 09/19/91 14:43 SN T12

A		10-8-91	Issued for Aquisition	7779	DAA		
NO.	DATE	DESCRIPTION		W.O.	DR.	CH.	APPROVALS
RECORD OF APPROVALS AND CHANGES							
W.O. 7779		PIPELINE CROSSING SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY EASEMENT AT M.P. 516.5 PACIFIC GAS TRANSMISSION COMPANY SAN FRANCISCO, CALIFORNIA			SUPERSEDES		
SUPV UEI					SHEET 1 OF 1 SHEETS		
DSGN UEI					DRAWING NUMBER		
DWN UEI					700-E-RX-1145		
CHKD					CHANGE		
SCALE: N.T.S.					B		

PREPARED BY UNIVERSAL ENSCO, INC.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of PGT the 13th day
 of Oct A.D., 19 94 at 2:29 o'clock P M., and duly recorded in Vol. M94
 of Deeds on Page 31984

FEE \$60.00

Evelyn Biehn County Clerk
 By Pauline G. Nicksch