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Vol. 176 Page 23755

APN: 4112-02100-00500

When recorded return to:  
Tuscarora Gas Transmission Company  
P.O. Box 30057  
Reno, Nevada 89520-3057

**RIGHT-OF-WAY GRANT**

KNOW ALL MEN BY THESE PRESENTS, that HENRY J. O'KEEFFE and PATRICIA D. O'KEEFFE, TRUSTEES, O'KEEFFE FAMILY TRUST 1983 UTA/DTD 5/13/83, whose address is 28211 Stateline Road, Malin, OR 97632, hereinafter referred to as "Grantor" (whether one or more), and its successors in title, successors, executors, administrators, heirs and assigns, for Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys unto Tuscarora Gas Transmission Company, a Nevada partnership, its successors, designates, licensees, lessees and assigns, hereinafter referred to as the "Grantee", whose address is 6100 Neil Road, Reno, Nevada, 89520, the rights hereinafter set forth in, on, over, under, across, and through the lands of the Grantor, depicted on Schedule "A" attached hereto and made a part hereof, as more particularly described as follows:

**TOWNSHIP 41 SOUTH, RANGE 12 EAST, W.M., KLAMATH COUNTY, OREGON**

Section 21: Lot 1, LESS THE FOLLOWING, Beginning at the Southwest corner of said Lot 1; thence East along the South line of said lot a distance of 830 feet to a point; thence North at right angles to said South line a distance of 200 feet; thence West parallel with said South line a distance of 830 feet; thence South a distance of 200 feet, more or less, to the point of beginning.

1. **Easement Rights:** The following are the rights transferred hereunder by the Grantor to the Grantee, collectively called the "Easement Rights":
  - A. the permanent, exclusive right, license, liberty, privilege and easement on, over, upon, across, along, in, under and through a 25-foot-wide strip of the lands of the Grantor (the "Right-of-Way"), depicted on Schedule "A" attached hereto and made a part hereof, to lay, construct, maintain, inspect, repair, replace, relocate, change the size of, operate, reconstruct, repair, remove and abandon, and all activities related thereto; for:
    - (i) **one single 4 inch pipeline**, both aboveground and underground, appurtenant or incidental thereto, including, without limiting the generality of the foregoing, such pipeline, drips, valves, fittings, connections, meters, cathodic protection equipment, test leads and other equipment and appurtenances, whether or not similar to the foregoing, as may be useful or convenient in connection with the carriage, transmission, conveyance, transportation and handling of natural gas or any other material or substance which can be conveyed therein together with such related facilities or works required therefor (including any means of communication) and all other present or future purposes of said equipment and facilities (collectively the "Pipeline System"); and

30' - 50' off

- (ii) the Grantee shall provide Grantor with one farm tap located at the ~~SouthEast~~ <sup>SouthEast</sup> corner of said parcel; and
- (iii) the Grantee shall bury its proposed 4 inch natural gas pipeline to a depth of 60 inches through any agricultural lands; and
- (iv) the grantee shall, in constructing the facility through agricultural lands, separate top soil from subsoil; in replacing soils into the trench, subsoil shall be returned to the trench first, followed with topsoil replaced at the top of the trench; and
- (v) the Grantee will remove all foreign material and debris on the right-of-way, work space areas, and any other areas disturbed by the installation, construction, maintenance, inspection, repair, operation, reconstruction and or removal activities and clean up the disturbed area in a workmanlike manner; and

B. the right of ingress to and egress from the Right-of-Way only over existing adjacent county roads (known as "State line Road" & "South Malln Road"), ~~above and across said lands of the Grantor by means of roads and lanes thereon, if such there be, otherwise by such practicable routes as routes~~ as such county roads, shall occasion the least damage and inconvenience to the Grantor; for the Grantee and its servants, agents, employees and contractors, on foot and/or with vehicles, supplies, machinery and equipment for all purposes useful or convenient in connection with or incidental to the exercise and enjoyment of the rights herein granted in connection with the installation, repair, maintenance, inspection, operation and replacement of the Pipeline System upon terms and subject to the conditions hereinafter set forth; and

C. in addition to the foregoing, the Grantor hereby grants to the Grantee the **temporary** right to use an additional 10-foot-wide work area either adjacent to either side of or split on each side of the Right-of-Way as is required by the Grantee during **original** construction and final cleanup of **original construction of** Pipeline System; **provided said work space is not already being used by Grantor for the construction of two buildings previously planned on said parcel of land.**

2. **Compensation for Damages:** Grantee will compensate the Grantor for all reasonable amounts incurred by Grantor for damages suffered by the Grantor to any drainage system, crops, pasture, timber, trees, hedges, produce, water wells, artesian springs, livestock, buildings, fences, culverts, bridges, lands, improvements or equipment as applicable. The Grantee shall indemnify the Grantor from all liabilities, damages, claims, suits and actions and all costs and taxes and any interest accruing thereon, arising from such actions as a result of the operation of the Grantee other than liabilities, damages, claims, suits and actions resulting from the gross negligence or willful misconduct of the Grantor.
3. **Use of Right-of-Way by Grantor:** The Grantor shall not, without the prior written consent of the Grantee, plant trees, build, excavate, quarry, mine, construct, drill, install, erect, pile or permit to be built, excavated, quarried, mined, cultivated, constructed, drilled, installed, erected or piled on, over or under the Right-of-Way, any pit, well, quarry, mine, foundation, building, pavement, road, landfill, dump or mounds of any material whatsoever, or any other structure, installation, or improvement. Subject to the foregoing and provided that there is no interference with the Easement Rights, the Grantor shall have the right to use and enjoy the Right-of-Way. At any time after the Pipeline System has been constructed, the Grantee shall have the right, without being liable for damages or being required to compensate the Grantor, to trim and to cut down and to clear away any and all trees, brush or obstructions, or otherwise maintain the visibility along and the integrity of the Right-of-Way

and to trim and to cut down and to clear away any trees on ~~either side of~~ the Right-of-Way which, in the opinion of Grantee, may be a hazard to Grantee's facilities or may interfere with the exercise of Grantee's rights hereunder. P.D.

4. **Gates:** Grantor further grants to Grantee the right to install, maintain and use gates along all fences which now cross or shall hereafter cross the Right-of-Way.
5. **Location Markers:** Grantor further grants to Grantee the right to mark the location of the Right-of-Way by suitable markers set in the ground, provided that the said markers shall be placed at fence lines or other locations which shall not interfere with any reasonable use the Grantor shall make of the Right-of-Way.
6. **Notice of Location:** Grantee may at any time further define the location of the Right-of-Way by recording at the County Recorder's Office a "Notice of Location" referring to this instrument and setting forth a legal description of the location of the Pipeline System, ~~the Mark Space~~ or the Right-of-Way, which description may be set forth by a map attached to said Notice of Location. A copy of said Notice of Location shall be delivered to Grantor. P.D.
7. **Property in Pipeline System:** The Pipeline System shall at all times remain the property of the Grantee notwithstanding that it may be annexed or fixed to the freehold and shall at any time and from time to time be removed in whole or in part by the Grantee.
8. **Notices:** All notices required or permitted to be given hereunder shall be in writing, and sent by First Class mail to the applicable address set forth above (or to such other address as either party may from time to time designate in writing on such matter). Any notice sent shall be deemed to have been validly and effectively given on the fifth business day following the date on which it was sent.
9. **Entire Agreement:** This Agreement constitutes the entire agreement between the Grantor and Grantee pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions between the parties whether oral or written.

This Grant shall be binding upon the heirs, executors, administrators, successors in title, successors and assigns of the parties hereto, and all rights herein granted, or any of them separately, may be assigned in whole or in part. It is understood that this Grant cannot be amended in any way except in writing, signed by the Grantor and a duly authorized agent of the Grantee.

IN WITNESS WHEREOF, the parties hereto duly executed this Right-of-Way Grant this 25<sup>th</sup> day of July, 1996.

GRANTOR:

O'KEEFFE FAMILY TRUST 1983 UTA/DTD 5/13/83

~~\_\_\_\_\_  
HENRY J. O'KEEFFE, TRUSTEE~~

Patricia D. O'Keefe, Trustee  
PATRICIA D. O'KEEFFE, TRUSTEE

23758

STATE OF Oregon )  
COUNTY OF Klamath ) ss.

On this 25<sup>th</sup> day of July, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared ~~HENRY J. O'KEEFE~~ and PATRICIA D. O'KEEFE, TRUSTEES, O'KEEFE FAMILY TRUST 1983 UTA/DTD 5/13/83, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same in their authorized capacity, and that by their signature on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

May Newman  
Notary Public

23753

APN 4112-02100-00802  
BURLINGTON NORTHERN RAILROAD

APN 4112-02100-00300  
ROBERT M. AND KELLY A. GALLUP

APN 4112-02100-00600  
Trillium Corporation, Inc.

APN 4112-02100-00100  
LESLIE E. & NORMA V. NORTHCUTT



CALIFORNIA

STATELINE

OREGON

40'

37±

ROAD

TOTAL AREA OF EASEMENT  
0.40 ± ACRES

APN 4112-02100-00500  
O'KEEFFE FAMILY TRUST

35'

SEC. 21

SOUTH

MALIN

ROAD

SEC. 22

APN 4112-02200-00600  
THEODOSIA I. WALKER  
AND MAE C. HIGH

NOTE: 35' DIMENSION ON SKETCH  
REPRESENTS 25' PERMANENT EASEMENT  
AND 10' TEMPORARY WORKSPACE.

SCHEDULE "A"

TRACT K080

PORTION OF LOT 2 SECTION 21  
TOWNSHIP 41 SOUTH, RANGE 12 EAST  
KLAMATH COUNTY, OREGON

APN 4112-02100-00500

**TUSCARORA**

GAS TRANSMISSION COMPANY

SCALE: 1" = 400'	STATION: 161+91 - 174+84	DATE: 5/17/96	DWG.: OKEEFE.DWG	REV. 0
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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Tuscarora Gas Company the 5th day  
of August A.D., 19 96 at 11:53 o'clock AM., and duly recorded in Vol. 1196  
of Deeds on Page 23755.

FEE \$30.00  
1.50/c

Bernetha G Letsch, County Clerk

By Cheryl Moore