

24483

96 SEP -6 P3:42

Vol. ^{m96} Page 28016

APN: 4112-02300-00500

HOLD

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 ALAN ERICK HENDERSON and KIMBERLY HENDERSON, husband and wife, whose address is 22102 Harpold 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 Nine Thousand five hundred twenty and 03/100ths Dollars (\$9,520.03), 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 23: Lot 7, and the SE/4NW/4, except that portion conveyed to the United States for right-of-way purposes, also except that portion lying within existing roadways.

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 30-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) a pipeline and other present or future facilities, both aboveground (limited to regulator and metering facility, mileposts and cathodic protection) 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
 - (ii) the grantee shall provide Grantor with one farm tap at a location mutually acceptable to both parties; 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
- (vi) *If mileposts or cathodic protection deemed necessary, said mileposts and cathodic protection would be located along property line or fence line or beside existing farm road, in a location mutually acceptable to both parties; and*
- (vii) *The grantee will be responsible for all personal property, and other taxes levied upon the pipeline and any of grantees facilities or use of the pipeline; and*
- (viii) *The grantor will have the use for agriculture purposes of the easement and that the grantor shall have the right to retain all crops produced on the easement surface; and*
- (ix) *Should future maintenance or removal of the pipeline be undertaken by the grantee, that the grantee will, in such event, compensate the grantor for any damage to crops located on the easement surface and also to any unreasonable interference with the grantor's normal use of the property for agricultural or residential purposes; and*
- (x) *If litigation is instituted arising directly or indirectly out of this agreement, the losing party shall pay to the prevailing party the prevailing party's reasonable attorney fees and court costs as determined by the court, at trial, or any appeal therefrom; and*

- B. the right of ingress to and egress from the Right-of-Way and over, above and across said lands of the Grantor by means of roads and lanes thereon, if such there be, otherwise by such practicable route or routes as 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 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 construction and final cleanup of the Pipeline System.

- 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.

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 Work 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.
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. **Advance Damage Release:** Received of Tuscarora Gas Transmission Company, Four Thousand Two Hundred and Three & 23/100ths, (\$4,203.23) which is in full payment, settlement and satisfaction for all rights for damages reserved by the undersigned under said easement to Tuscarora Gas Transmission Company ("Tuscarora") and further for all detriment, injuries and damages of whatsoever nature and character to land, stock, timber, crops, fences and improvements growing out of, incident to or in connection with the construction by Tuscarora of a certain pipeline to be laid on, over, under, or through above captioned lands situated in Klamath County, State of Oregon. At the conclusion of Grantee's operations, Grantee or its assigned contractor will clean up the right-of-way in a workmanlike manner and restore the premises, as nearly as practicable, to the same condition as existed prior to commencement of its operations.
10. **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 2nd day of August, 1998.

GRANTEE:

Tuscarora Gas Transmission Company

James R. Bowman
JAMES R. BOWMAN, agent

GRANTOR:

Alan Erick Henderson
ALAN ERICK HENDERSON

Kimberly Henderson
KIMBERLY HENDERSON

STATE OF Oregon)
COUNTY OF Clatsop) ss.

On this 2 day of August, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared ALAN ERICK HENDERSON AND KIMBERLY HENDERSON, husband and wife, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

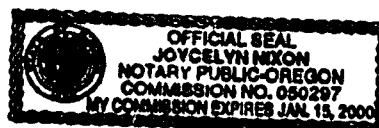
Joycelyn Nixon
Notary Public



STATE OF Oregon)
COUNTY OF Clatsop) ss.

On this 2 day of August, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared James R. Bowman, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Joycelyn Nixon
Notary Public



28020

SEC. 22

SEC. 23

APN 4112-02300-00600
KEN DUNCAN

40'±

TOTAL AREA OF EASEMENT
2.66± ACRES

2470'±

APN 4112-02300-00500
ALAN ERICK HENDERSONAPN 4112-02300-00400
SHASTA NURSERY

U.S.B.R. NO. 11 DRAIN

345'±
40'
±.08APN 4112-02300-00400
SHASTA NURSERY

APN 4112-02300-00300

NOTE: 40' DIMENSION ON SKETCH
REPRESENTS 30' PERMANENT EASEMENT
AND 10' TEMPORARY WORKSPACE.SCHEDULE "A"

TRACT K050

PORTION OF SECTION 23
TOWNSHIP 41 SOUTH, RANGE 12 EAST
KLAMATH COUNTY, OREGON

APN 4112-02300-00500

TUSCARORA
GAS TRANSMISSION COMPANY

SCALE:
1" = 400'STATION:
83+00 - 91+97DATE:
5/18/96DWG.:
HENDRSN.DWGREV.
0

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Tuscarora Gas Transmission the 6th day
of September A.D., 19 96 at 3:42 o'clock P.M., and duly recorded in Vol. M96,
of Deeds on Page 28016.

Bernetha G. Letsch County Clerk
By [Signature]

FEE \$30.00