

24484

APN: 4112-01900-00800

Vol. 996 Page 28021

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 KENNETH H. DUNCAN AND EVELYN R. DUNCAN, husband and wife, whose address is P.O. Box 91, Malin, OR 97632, hereinafter referred to as "Grantor" (whether one or more), and its successors in title, successors, executors, administrators, heirs and assigns, for Five Hundred Dollars (\$500.00), 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: Lots 11, 12, 13, and 14.

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 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
 - 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. **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.

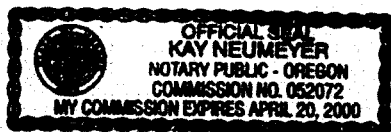
IN WITNESS WHEREOF, the parties hereto duly executed this Right-of-Way Grant this 29th day of June, 1996.

GRANTOR:

Kenneth H. Duncan
KENNETH H. DUNCAN
Evelyn R. Duncan
EVELYN R. DUNCAN

STATE OF Oregon)
COUNTY OF Klamath) ss.

On this 29th day of June, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared KENNETH H. DUNCAN AND EVELYN R. DUNCAN 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 signatures on the instrument the person or the entity upon behalf of which the persons acted, executed the instrument.



Kay Neumeier
Notary Public

28024

APN 4112-02300-00600
KEN DUNCAN

TOTAL AREA OF EASEMENT
240 S.F.

SEC. 22

SEC. 23

40'±



APN 4112-02300-00500
ALAN ERICK HENDERSON

APN 4112-02300-00400
SHASTA NURSERY

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

APN 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 K060

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

APN 4112-02300-00600

TUSCARORA

GAS TRANSMISSION COMPANY

SCALE:

1" = 400'

STATION:

63+00 - 91+97

DATE:

7/23/96

DWG.:

DUNCAN.DWG

REV.

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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 28021.

FEE \$25.00

Bernetha G. Letsch County Clerk

By