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Vol. 176 Page 37937

Vol. 176 Page 23796

APN: 4112-01300-00900
4112-02300-00200

4112-02400-00700
4112-02400-00800

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 RICHARD CLARK and WILMA KITE, TRUSTEES OF THE "WOODY CLARK TRUST", created by Trust Agreement dated January 29, 1980, whose address is 34568 Highway 50, Malin, OR 97632-9730, 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 13: SW/4SW/4 (APN 4112-01300-00900)

Section 23: NE/4NE/4 (APN 4112-2300-00200)

Section 24: All that portion of the W/2NW/4 lying North and East of the Dalles-California Highway (APN 4112-02400-00700)

Section 24: All that portion of the W/2NW/4 lying South of the right of way of the Main Canal (Adams Canal) of the U.S. Reclamation Service. (APN 4112-02400-00800)

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

50-20

Re-recorded to add 2nd signature notarization

- 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) it is agreed and understood between the parties that the property described in Schedule "B" shall be used for an above-ground meter or regulator site, with all equipment, buildings, and other appurtenances which may be useful or convenient in connection with the operation, construction, repair, maintenance and replacement of such facility, or works as required, in connection with the carriage, transmission, conveyance, transportation and handling of natural gas, and any other material or substance which can be conveyed therein together,

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.

Bo
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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 1 day of August, 1996.

GRANTOR:

"WOODY CLARK TRUST"


RICHARD CLARK, TRUSTEE


WILMA KITE, TRUSTEE

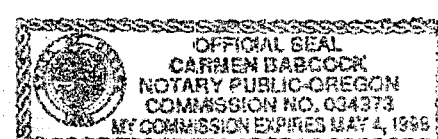
37940

STATE OF Oregon)
COUNTY OF Klamath) ss.

23739

On this 1st day of August, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared RICHARD CLARK, TRUSTEE OF THE "WOODY CLARK TRUST", 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.

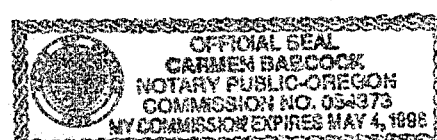
Carmen Babcock
Notary Public



STATE OF OREGON)
COUNTY OF KLAMATH) ss.

On this 1st day of August, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared **RICHARD CLARK, TRUSTEE OF THE "WOODY CLARK TRUST"**, 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.

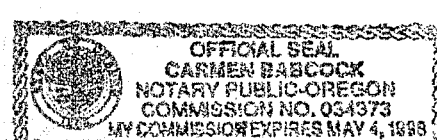
Carmen Babcock
Notary Public

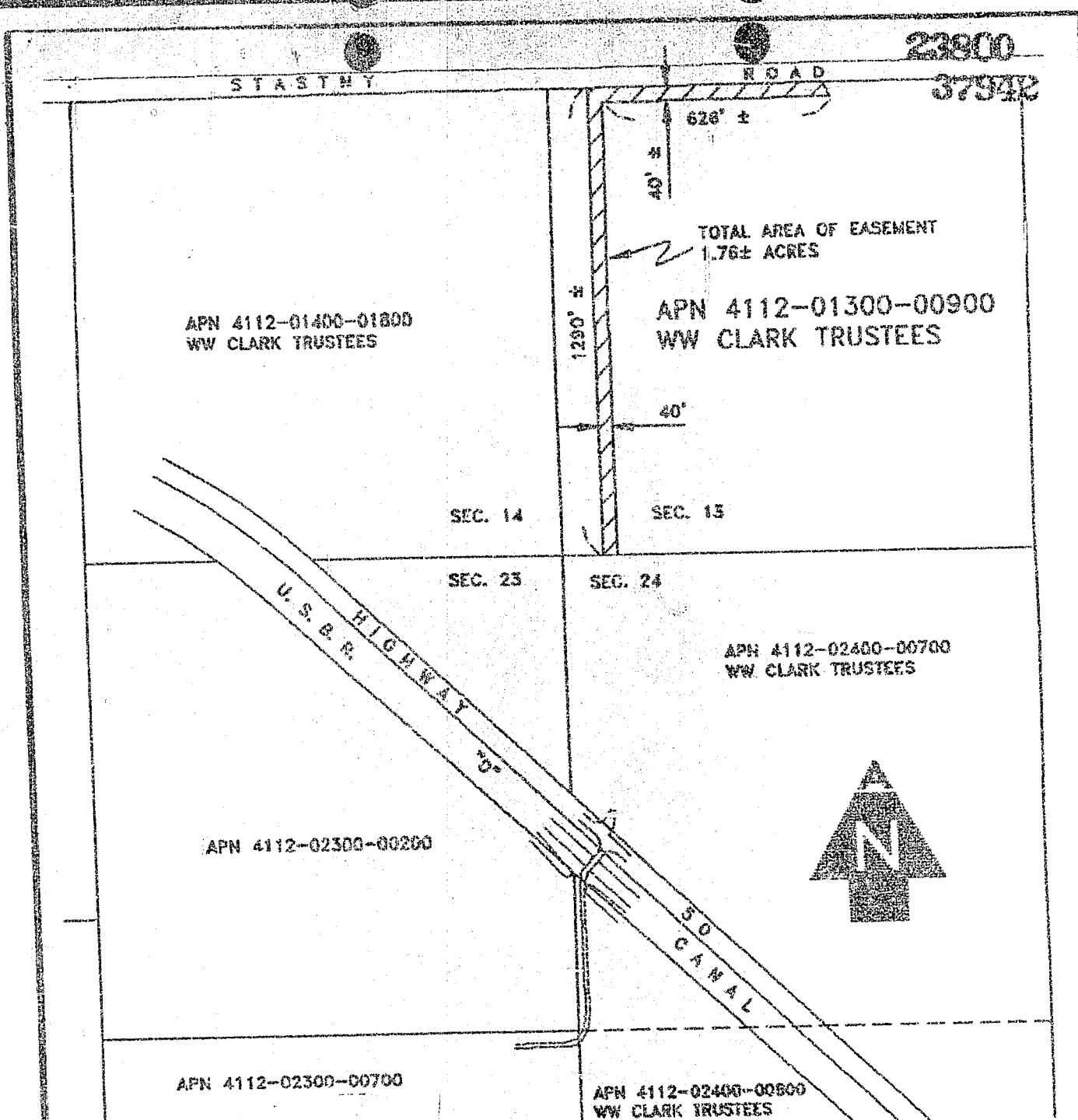


STATE OF OREGON)
COUNTY OF KLAMATH) ss.

On this 1st day of August, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared **WILMA KITE, TRUSTEE OF THE "WOODY CLARK TRUST"**, 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.

Carmen Babcock
Notary Public





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

SCHEDULE "A"

TRACT K020

PORTION OF SW/4 SW/4 SECTION 13
TOWNSHIP 41 SOUTH, RANGE 12 EAST
KLAMATH COUNTY, OREGON

APN 4112-01300-00900

KLAMATH
TRUCKING
GAS TRANSMISSION COMPANY

SCALE: 1" = 400'	STATION: 0+00 - 19+46	DATE: 5/15/96	DWG.: CLARK1.DWG	REV. 0
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STASTNY

ROAD

23801

37943

APN 4112-01400-01800
WW CLARK TRUSTEES

APN 4112-01300-00900
WW CLARK TRUSTEES

SEC. 14

SEC. 13

SEC. 23

SEC. 24

U.S.B.R. HIGHWAY

APN 4112-02400-00700
WW CLARK TRUSTEES

TOTAL AREA OF EASEMENT
0.69± ACRES

APN 4112-02300-00200
WW CLARK TRUSTEES

APN 4112-02300-00700
RICHARD WILSON CLARK

APN 4112-02400-00800
WW CLARK TRUSTEES



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

SCHEDULE "A"

TRACT K020.1

PORTION OF NW/4 NW/4 SECTION 24
TOWNSHIP 41 SOUTH, RANGE 12 EAST
KLAMATH COUNTY, OREGON

APN 4112-02400-00700



SCALE:	STATION:	DATE:	DWG.:	REV.
1" = 400'	19+46 - 27+18	5/15/96	CLARK2.DWG	0

23802

STASTNY

ROAD

37944

APN 4112-01400-01800
WW CLARK TRUSTEES

APN 4112-01300-00900
WW CLARK TRUSTEES

SEC. 14

SEC. 13

SEC. 23

SEC. 24

APN 4112-02400-00700
WW CLARK TRUSTEES

APN 4112-02300-00200
W W CLARK TRUSTEES

TOTAL AREA OF EASEMENT
0.36± ACRES

APN 4112-02300-00700
RICHARD WILSON CLARK

APN 4112-02400-00800
WW CLARK TRUSTEES

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

SCHEDULE "A"

TRACT K030

PORTION OF NE/4 NE/4 SECTION 23
TOWNSHIP 41 SOUTH, RANGE 12 EAST
KLAMATH COUNTY, OREGON

APN 4112-02300-00200

TUSCARORA
TUSCARORA

GAS TRANSMISSION COMPANY

SCALE:
1" = 400'

STATION:
28+80 - 33+24

DATE:
5/16/96

DWG.:
CLARK3.DWG

REV.
0

37945

22003



PGT
30" GAS LINE TUBED

PGT
42" GAS LINE

TRANSMISSION
LINE

STASNY ROAD

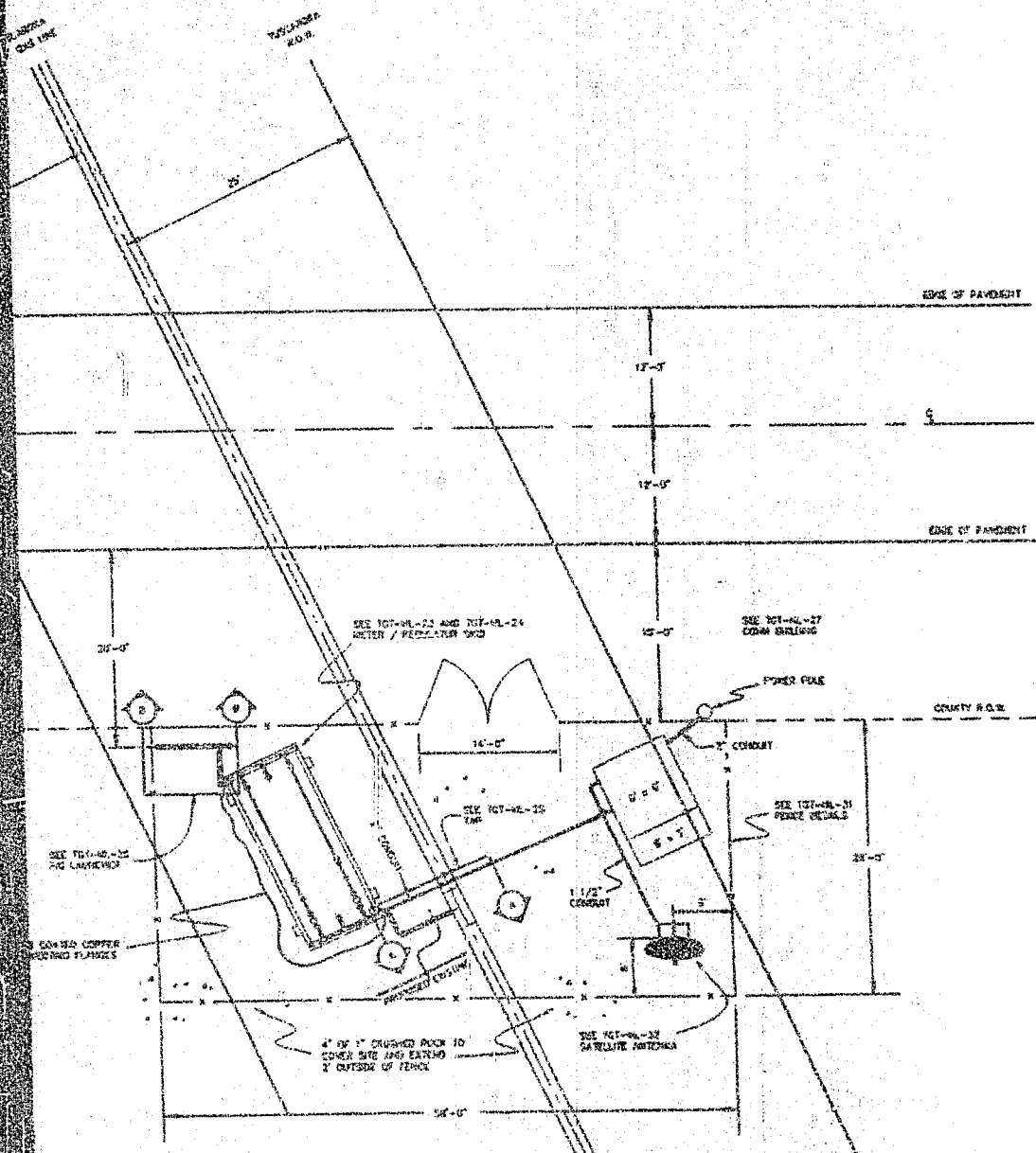
STATE
HIGHWAY

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No.	Date	By	Description
1	5/21/90	W. J. [illegible]	ADDED FOR JAR

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Transwestern Gas Transportation Company
 1000 West 10th Avenue, Suite 1000
 Denver, Colorado 80202
 Telephone: (303) 733-1000
 Fax: (303) 733-1001
 Telex: 154444 TWGAS
 Website: www.transwestern.com

37946
23804



SCHEDULE "B"

TUSCARORA GAS TRANSMISSION COMPANY	
BID ISSUE	
DATE	JUL 18 1996
BY	JD

<table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>5/21/96</td> <td>ADKINS</td> </tr> <tr> <td>2</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> </tr> <tr> <td>4</td> <td></td> <td></td> </tr> <tr> <td>5</td> <td></td> <td></td> </tr> <tr> <td>6</td> <td></td> <td></td> </tr> <tr> <td>7</td> <td></td> <td></td> </tr> <tr> <td>8</td> <td></td> <td></td> </tr> <tr> <td>9</td> <td></td> <td></td> </tr> <tr> <td>10</td> <td></td> <td></td> </tr> </table>	NO.	DATE	DESCRIPTION	1	5/21/96	ADKINS	2			3			4			5			6			7			8			9			10			<p>ADKINS Engineers & Planners & Surveyors 2400 South Hwy Tualatin, OR 97063 (503) 261-0200 - Fax (503) 261-0320 Klamath Falls, OR - Malin, OR - Astoria, OR</p>	<p>TUSCARORA GAS TRANSMISSION COMPANY MALIN METER/REGULATOR SITE PLAN</p>	<p>SCALE 1/8" = 1'</p>
NO.	DATE	DESCRIPTION																																		
1	5/21/96	ADKINS																																		
2																																				
3																																				
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5																																				
6																																				
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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 A. M., and duly recorded in Vol. M96 of Deeds on Page 23796.

FEE \$50.00

INDEXED

Bernetha G Letsch, County Clerk
By [Signature]

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Tuscarora Gas Company the 5th day of December A.D., 19 96 at 9:35 o'clock A. M., and duly recorded in Vol. M96 of Deeds on Page 37937.

FEE \$50.00 Re-record

Bernetha G. Letsch, County Clerk
By [Signature]