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05/22/2009 08:49:04 AM

Fee: \$41.00

**RUBY PIPELINE, L.L.C.**

**RIGHT OF WAY AND EASEMENT AGREEMENT**

5015149

STATE OF	<u>Oregon</u>	)	LL	<u>301-A - LL# 2</u>
		)		
		)ss.		
COUNTY OF	<u>Klamath</u>	)	CO	<u>135188</u>

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned (hereinafter called OWNER, whether one or more), for and in consideration of the sum of TEN AND NO/100 Dollars (\$10.00) in hand paid, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto RUBY PIPELINE, L.L.C., its successors and assigns (hereinafter called "COMPANY"), a Right of Way and Easement for the purposes of laying, constructing, maintaining, operating, patrolling, repairing, replacing and removing a single pipeline (with fittings, tie-overs, cathodic protection equipment, fiber optic and all appliances appurtenant thereto) for the transportation of gas, or any other liquids or substances associated with natural gas, along routes convenient for COMPANY's operations across the lands of OWNER, situated in the County of Klamath, State of Oregon, more particularly described as follows:

Township 41 South, Range 12 East, Section 11: SE1/4 NE1/4, NE1/4 SE1/4

more particularly shown on Plat No(s) 301AU-2, marked Exhibit "A", and by this reference made part hereof. Said Right of Way and Easement granted shall be One-Hundred Fifteen (115) Feet or as required in width during construction and thereafter Fifty (50) Feet in width throughout, extending on, over and across the above-described land.

OWNER, his/her/its successors, heirs or assigns, reserves all oil, gas and minerals on and under said lands and the right to farm, graze and otherwise fully use and enjoy said lands, provided, however, that COMPANY shall have the right hereafter to cut and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, maintenance and use of said pipeline, or fittings, tie-overs, cathodic protection equipment and appliances appurtenant thereto. COMPANY shall have all privileges necessary or convenient for the full use of the rights herein granted, together with ingress and egress along said pipeline and over and across said lands. OWNER, his/her/its successors and assigns, shall not without COMPANY's written consent disturb the surface of the Right of Way and Easement in a manner which will result in the removal of surface cover from the pipeline.

OWNER represents and warrants that he is the owner in fee simple of the land hereinafter described, subject only to outstanding mortgages, if any, now of record in said county, and in the event of default by OWNER, COMPANY shall have the right to discharge or redeem for OWNER, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien and rights incident thereto.

COMPANY and OWNER shall observe and follow the requirements of all applicable statutes, ordinances, regulations, licenses, permits, agreements, or covenants, including without limitation, any requirement to call the state's one-call notification system prior to any construction or excavation along or within said Right of Way and Easement.

COMPANY shall have all privileges necessary or convenient for the full use and enjoyment of the rights granted herein, including without limitation the right to take any action necessary for compliance with federal, state or local laws, rules and regulations.

COMPANY, by the acceptance hereof, agrees to pay for damages to crops, pasture, and fences which may arise from laying, constructing, maintaining, operating, repairing, replacing or removing said pipeline. COMPANY shall compensate landowner for any loss or injury to livestock arising from COMPANY's construction activities.

All fences that must be cut in order to accomplish any of the purposes herein above granted to COMPANY shall be "H" braced on each side of the area covered by this grant and the wire secured so that when the fence is cut, the remainder of the fence shall not go slack or be slackened and after said installation or repair, said fence shall be replaced in as good as condition as said fences were before cutting. COMPANY will install gates along said right of way at landowners request and at reasonable and mutually agreed upon locations.

COMPANY shall take all necessary measures to maintain proper drainage to prevent erosion of the surface of such easement premises, and further at the completion thereof to re-contour and re-seed all disturbed areas with seed mixture as recommended by OWNER and/or appropriate agencies.

COMPANY and OWNER shall not be responsible for injury to persons or damage to property from any cause outside their control, including without limitation, negligence or intentional acts of the other or third party persons.

TO HAVE AND TO HOLD said Right of Way and Easement unto said COMPANY, its successors and assigns, until such pipeline be constructed and so long thereafter as a pipe line is maintained thereon; and the undersigned hereby bind themselves, and their heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular said Right of Way and Easement unto said COMPANY, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

In the event that the Federal Energy Regulatory Commission gives COMPANY the authority to abandon the Right of Way and Easement described herein, and Company actually abandons said Right of Way and Easement, this Right of Way and Easement Agreement shall terminate and all rights granted herein shall terminate and Right of Way and Easement shall revert back to the Owner or Owner's successors and assigns, and, in that event, COMPANY shall record a release of this Right of Way and Easement Agreement upon the request from Owner, or its successors or assigns.

It is agreed that this Right of Way and Easement Agreement as written is assignable by COMPANY in whole or in part. This Agreement covers the entire agreement between the Parties as to the subject matter described herein, and the Parties agree that no other promises or representations have been made which would alter or otherwise modify the terms set forth herein. This Right of Way and Easement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Executed this 9<sup>th</sup> day of MARCH 2009

OWNER(s)

  
Carolyn R Sturm

  
Eric N Sturm

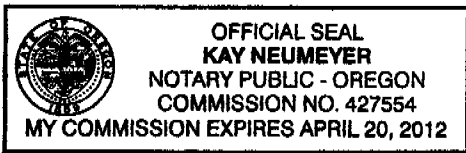
ACKNOWLEDGEMENT

STATE OF Oregon )  
 )ss.  
COUNTY OF Klamath )

BEFORE ME, THE UNDERSIGNED, A Notary Public, within and for said State and County on this 9<sup>th</sup> day of March, 2009, personally appeared Carolyn R Sturm who 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 as a free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

[Seal]



Kay Neumeier  
Notary Public  
Maesin OR  
Address

My Commission expires:

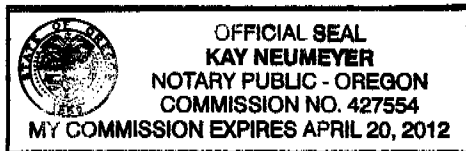
April 20, 2012

STATE OF Oregon )  
 )ss.  
COUNTY OF Klamath )

BEFORE ME, THE UNDERSIGNED, A Notary Public, within and for said State and County on this 9<sup>th</sup> day of March, 2009, personally appeared Eric N Sturm who 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 as a free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

[Seal]



Kay Neumeier  
Notary Public  
Maesin OR  
Address

My Commission expires:

April 20, 2012

# ERIC N. AND CAROLYN R. STURM

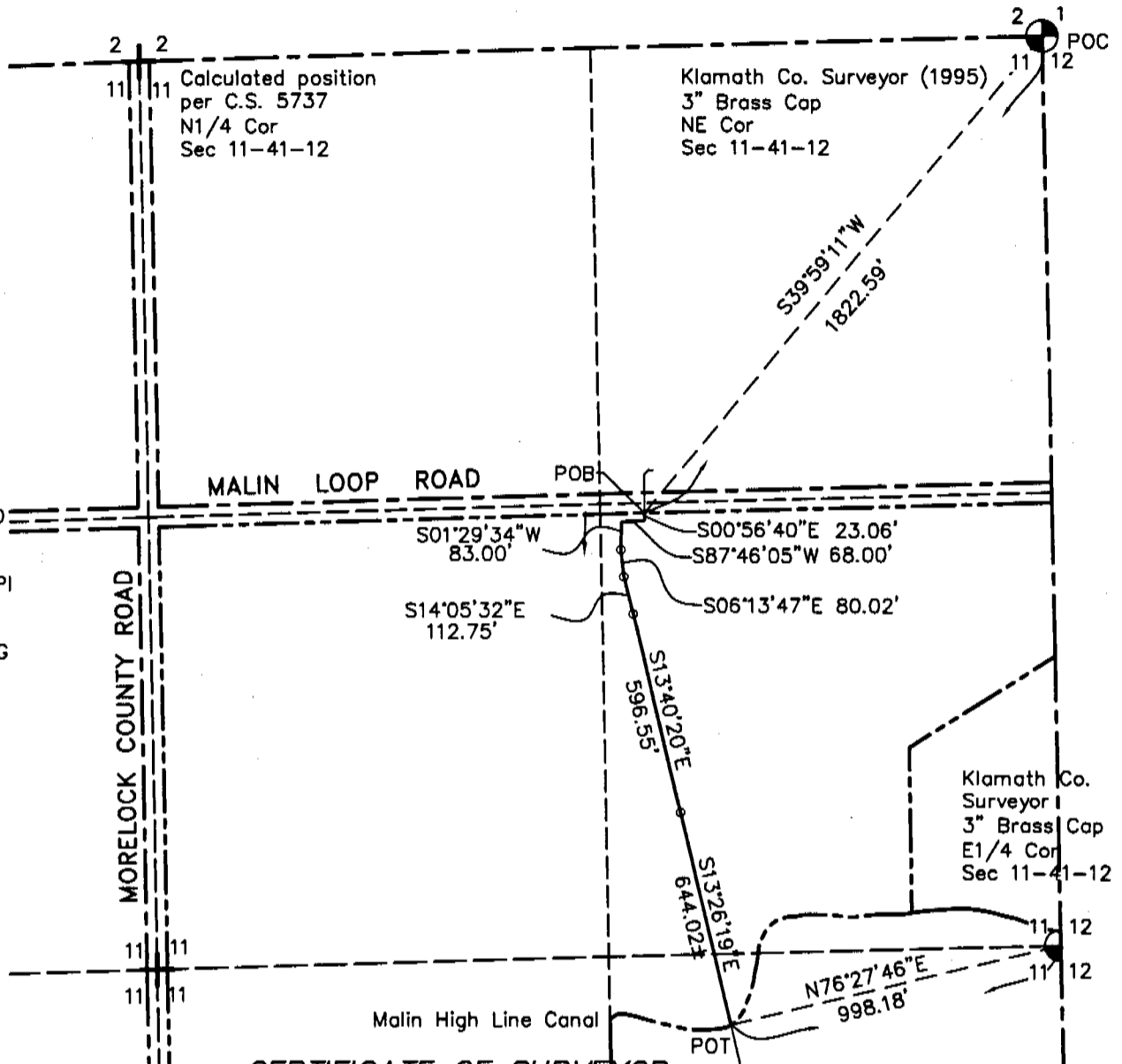
1607.40± FEET  
97.42± RODS  
1.84± ACRES



SCALE: 1" = 500'  
0 250' 500'

**LEGEND**

- FOUND SECTION CORNER
- FOUND QUARTER CORNER
- FOUND SIXTEENTH CORNER
- CALCULATED CORNER
- EASEMENT PI
- POC POINT OF COMMENCING
- POB POINT OF BEGINNING
- POT POINT OF TERMINUS



## CERTIFICATE OF SURVEYOR

I, Rodney J. Lewis, a Professional Land Surveyor in the State of Oregon, do hereby state that, to the best of my knowledge, information, and belief, this map was prepared from field notes taken during an actual survey made by me or under my direct supervision and that this map correctly shows the results of said survey and that the monuments found are as shown.

**NOTES:**

- 1.) The accompanying plat does not constitute a boundary survey.
- 2.) Easement centerline may not represent location of pipeline.
- 3.) Client did not want any rights-of-way and easements shown.
- 4.) Basis of bearings - UTM bearings, Zone 10N, as established by GPS static survey, July 1, 2008 - October 1, 2008, NAD1983 Datum, NAVD1988 Datum, Geoid Model 03, and adjusted to established CORS stations.
- 5.) Combined adjustment factor: 1.00037276 (Grid to Ground).
- 6.) The location of the Malin High Line Canal has not been surveyed. It is shown hereon per Klamath County Assessor's Map 41-12-11, however, no right-of-way width shown per such, nor mentioned per title report.

**REGISTERED PROFESSIONAL LAND SURVEYOR**  
*Rodney J. Lewis*  
 OREGON  
 JULY 14, 1998  
**RODNEY J. LEWIS**  
 #2872  
 EXPIRES 12-31-10

REFER TO SHEET 2 OF 2  
FOR LEGAL DESCRIPTION

REF. DWG: LINE LIST NO.: 301A-2

<b>ADKINS</b>		SURVEYED AND PREPARED BY:							
CONSULTING ENGINEERS, INC.		Engineers & Planners & Surveyors							
2950 Shasta Way (541) 884-4666		Klamath Falls, Oregon 97603 FAX (541) 884-5335							
Division: ROCKY MOUNTAIN	Op. Area: ELKO	NO.	DATE	BY	DESCRIPTION				
State: OREGON	Co./Par.: KLAMATH				PROJ. ID				
Section: 11	Township: 41S				APPR.				
	Range: 12E	REVISIONS							
Dft: AMH	Date: 11/14/08	<b>LAND PLAT</b> <b>MALIN LATERAL - LN 301A</b> <b>CROSSING</b> <b>ERIC N &amp; CAROLYN R STURM</b> <b>PROPERTY</b>							
Chk: RJL	Date:								
Appr: RJL	Date:								
	Project ID: 128576	<b>301AU-2</b>							
	Scale: 1"=500'					Sheet: 1 of 2 Type: LANDDEV			
	Filename: 0301-AU-0002	Rev. 0							

**ERIC N. AND CAROLYN R. STURM**

1607.40± FEET  
 97.42± RODS  
 1.84± ACRES



A 50.00 foot easement for pipeline purposes across a portion of the Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 11, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon. Said easement being 25.00 feet on each side of the following described centerline:

Commencing from the Northeast Corner of said Section 11; thence South 39 degrees 59 minutes 11 seconds West, a distance of 1,822.59 feet to the South Right-of-way Line of Malin Loop Road and the Point of Beginning; thence South 00 degrees 56 minutes 40 seconds East, a distance of 23.06 feet; thence South 87 degrees 46 minutes 05 seconds West, a distance of 68.00 feet; thence South 01 degrees 29 minutes 34 seconds West, a distance of 83.00 feet; thence South 6 degrees 13 minutes 47 seconds East, a distance of 80.02 feet; thence South 14 degrees 05 minutes 32 seconds East, 112.75 feet; thence South 13 degrees 40 minutes 20 seconds East, 596.55 feet; thence South 13 degrees 26 minutes 19 seconds East, a distance of 644 feet, more or less, to a point at the Malin High Line Canal and the Point of Terminus, at which point the Southeast corner of the Northeast Quarter of said Section 11 bears North 76 degree 27 minutes 46 seconds East, a distance of 998.18 feet.

Extending or shortening the side lines to close upon the South line of the Malin Loop Road and the Malin High Line Canal. Containing 80,238.75 Square Feet or 1.84 Acres, more or less.

REFER TO SHEET 1 OF 2  
 FOR EXHIBIT DRAWING

REF. DWG: LINE LIST NO.: 301A-2

		SURVEYED AND PREPARED BY:									
2950 Shasta Way (541) 884-4666		Engineers & Planners & Surveyors Klamath Falls, Oregon 97603 FAX (541) 884-5335				NO.	DATE	BY	DESCRIPTION	PROJ. ID	APPR.
REVISIONS											
Division: ROCKY MOUNTAIN		Op. Area: ELKO		<b>LAND PLAT          MALIN LATERAL - LN 301A          CROSSING          ERIC N. &amp; CAROLYN R. STURM          PROPERTY</b>				 <b>RUBY PIPELINE LLC</b>			
State: OREGON		Co./Par.: KLAMATH									
Section: 11	Township: 41S	Range: 12E									
Dft: AMH	Date: 11/14/08	Project ID: 128576									
Chk: RJL	Date: PROPERTY	Scale: 1"=500'									
Appr:	Date:	Filename: 0301-AU-0002									
								301AU-2A		Sheet: 2 of 2	Rev.
										Type: LANDDEV	0