

Ruby Pipeline
Two North Nevada Avenue
Colorado Springs, Co. 80903
Attn: Debrah Havemeyer-Smith

2009-011690
Klamath County, Oregon



09/01/2009 08:21:37 AM

Fee: \$51.00

RUBY PIPELINE, L.L.C.

RIGHT OF WAY AND EASEMENT AGREEMENT

STATE OF Oregon) LL 301-A - LL# 3;8
)ss.
COUNTY OF Klamath) CO 135188

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: NE1/4 SE1/4
Township 41 South, Range 12 East, Section 13: SW1/4 NW1/4, NW1/4 SW1/4

more particularly shown on Plat No(s) 301AU-3 & 301AU-8, 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.

5016147

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 6th day of August 200 9

OWNER(s)

Walter H. Stastny Family Trust

By Louise S. Crawford
Louise S. Crawford, Trustee

By Jeanne S. Dudy
Jeanne S. Dudy, Trustee

ACKNOWLEDGEMENT

STATE OF Oregon)
COUNTY OF Klamath)ss.

BEFORE ME, THE UNDERSIGNED, A Notary Public, within and for said State and County on this 6 day of August, 2009, personally appeared Louise SCrawford 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.



Joanne L Johnson
Notary Public

206 E Front St
Address Merrill OR 97633

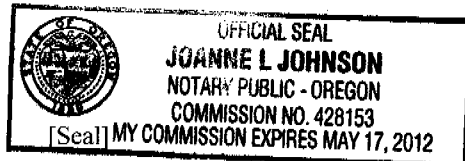
My Commission expires:

May 17, 2012

STATE OF Oregon)
COUNTY OF Klamath)ss.

BEFORE ME, THE UNDERSIGNED, A Notary Public, within and for said State and County on this 6 day of August, 2009, personally appeared JEANNE S Dudy 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.



Joanne L Johnson
Notary Public

206 E Front St
Address Merrill OR 97633

My Commission expires:

May 17, 2012

WALTER H. STASTNY FAMILY TRUST

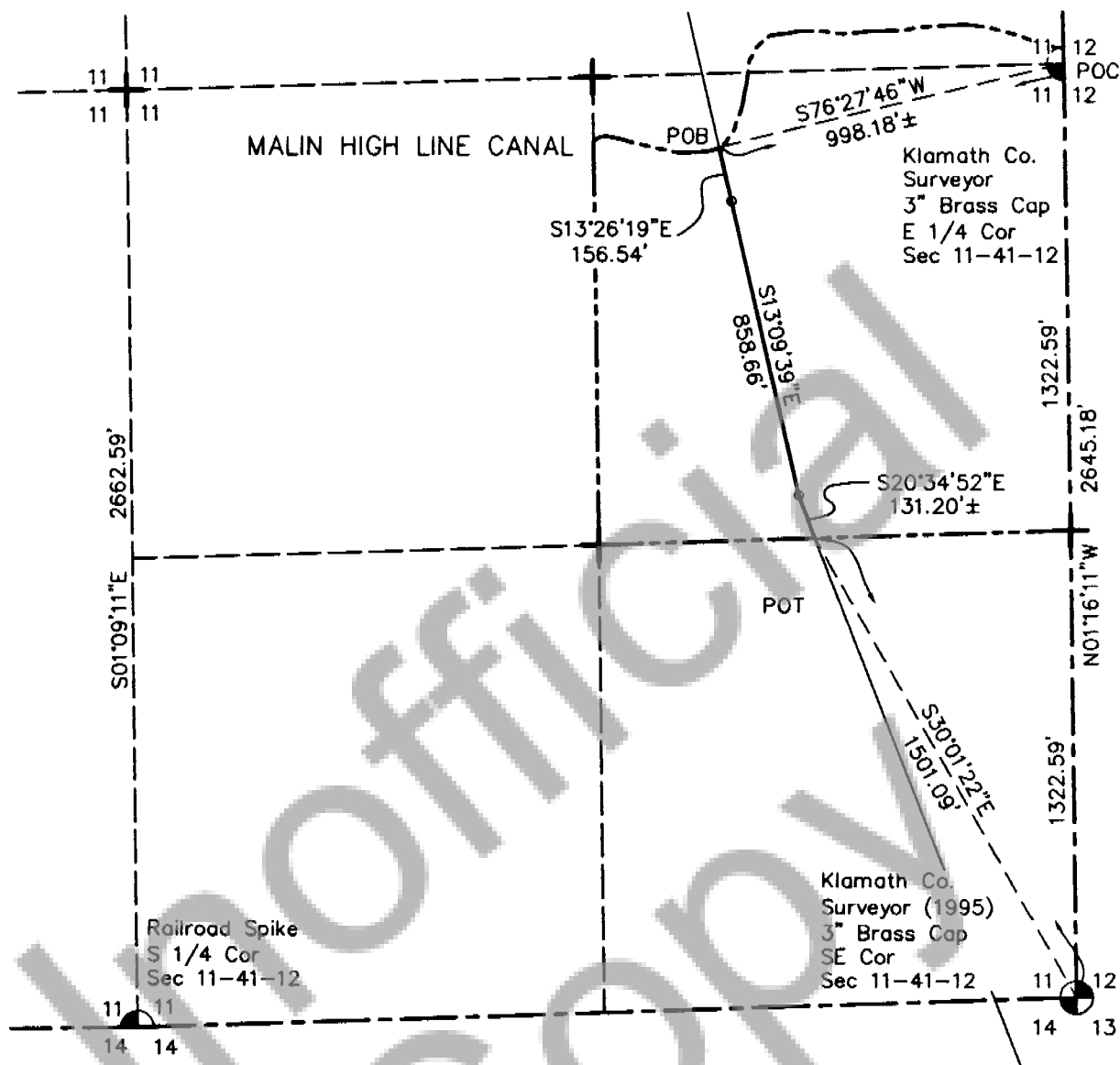
1146.4± FEET
69.5± RODS
1.31± ACRES



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

LEGEND

- FOUND SECTION CORNER
- FOUND QUARTER CORNER
- FOUND SIXTEENTH CORNER
- CALCULATED CORNER
- EASEMENT PI
- POINT OF COMMENCING
- POINT OF BEGINNING
- 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 Tax 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, 1938
RODNEY J. LEWIS
#2872

EXPIRES 12-31-10

REFER TO SHEET 2 OF 2
FOR LEGAL DESCRIPTION

REF. DWG: LINE LIST NO.: 301A-3

ADKINS		SURVEYED AND PREPARED BY:							
CONSULTING ENGINEERS, INC.		Engineers • Planners • Surveyors		NO.	DATE	BY	DESCRIPTION	PROJ. ID	APPR.
2950 Shasta Way (541) 884-4666		Klamath Falls, Oregon 97603 FAX (541) 884-5335							
Division: ROCKY MOUNTAIN		Op. Area: ELKO							
State: OREGON		Co./Par.: KLAMATH							
Section: 11		Township: 41S		Range: 12E					
Dft: AMH	Date: 11/12/08	Project ID: 128576							
Chk: RJL	Date:	Scale: 1"=500'							
Appr: RJL	Date:	Filename: 0301-AU-0003							
LAND PLAT MALIN LATERAL - LN 301A CROSSING WALTER H. STASTNY FAMILY TRUST PROPERTY									
				Sheet: 1 of 2 Type: LANDDEV Rev. 0					

WALTER H. STASTNY FAMILY TRUST

1146.4± FEET
69.5± RODS
1.31± ACRES

A 50.00 foot easement for pipeline purposes across a portion of 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 the Northeast Quarter of the Southeast Quarter of said Section 11; thence South 76 degrees 27 minutes 46 seconds West, a distance of 998.18 feet, more or less, to the Malin High Line Canal and the Point of Beginning; thence South 13 degrees 26 minutes 19 seconds East, a distance of 156.54 feet; thence South 13 degrees 09 minutes 39 seconds East, a distance of 858.66 feet; thence South 20 degrees 34 minutes 52 seconds East, 131.20 feet, more or less to the South Line of the Northeast Quarter of the Southeast Quarter of said Section 11 and the Point of Terminus, at which point the Southeast Corner of Section 11 bears South 30 degree 01 minutes 22 seconds East, a distance of 1501.09 feet.

Extending or shortening the side lines to close upon the South line of the Northeast Quarter of the Southeast Quarter of Section 11 and the Malin High Line Canal. Containing 57,364 Square Feet or 1.3 Acres, more or less.

Unofficial Copy

REFER TO SHEET 1 OF 2
FOR EXHIBIT DRAWING

REF. DWG: LINE LIST NO.: 301A-3

 ADKINS CONSULTING ENGINEERS, INC. 2950 Shasta Way (541) 884-4666		SURVEYED AND PREPARED BY:									
Engineers • Planners • Surveyors Klamath Falls, Oregon 97603 FAX (541) 884-5335		NO.	DATE	BY	DESCRIPTION	PROJ. ID	APPR.				
Division: ROCKY MOUNTAIN State: OREGON Section: 11 Dft: AMH Chk: RJL Appr: RJL		Op. Area: ELKO Co./Par.: KLAMATH Township: 41S Range: 12E Date: 11/12/08 Date:		Project ID: 128576 Scale: 1"=500' Filename: 0301-AU-0003		<div>LAND PLAT MALIN LATERAL - LN 301A CROSSING WALTER H. STASTNY FAMILY TRUST PROPERTY</div> <div>RUBY PIPELINE LLC</div> <div>301AU-3A</div>					
Type: LANDDEV											

WALTER H. STASTNY FAMILY TRUST

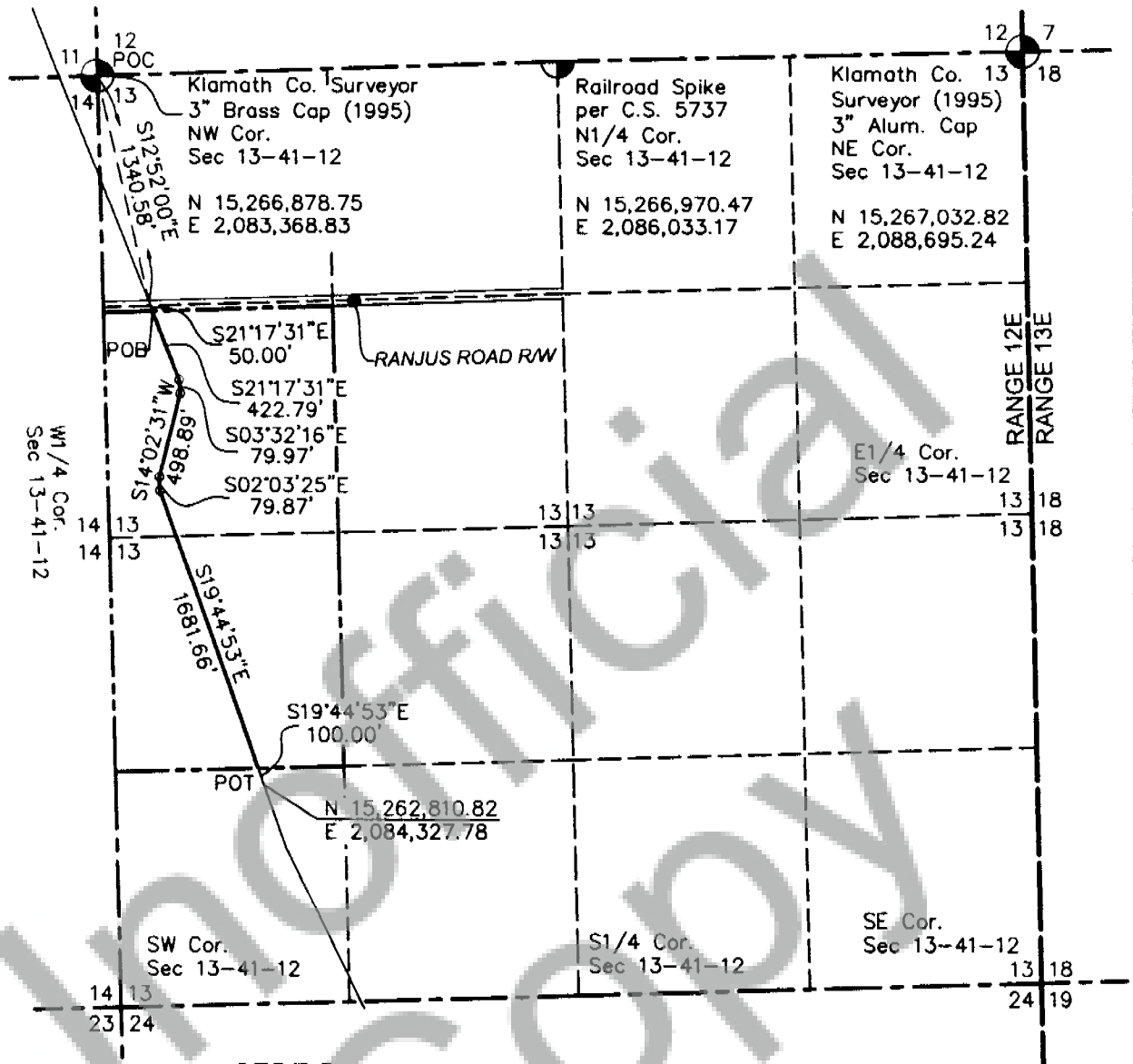
2,763.18± FEET
167.5± RODS
3.2± ACRES



SCALE: 1" = 1000'
0 500' 1000'

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: 1.00000000 (Grid to Ground).

**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-8

ADKINS		SURVEYED AND PREPARED BY:			
		Engineers & Planners & Surveyors			
2950 Shasta Way (541) 884-4666		Klamath Falls, Oregon 97603 FAX (541) 884-5335			
Division: ROCKY MOUNTAIN	Op. Area: ELKO				
State: OREGON	Co./Par.: KLAMATH				
Section: 13	Township: 41S	Range: 12E			
Dft: HEP	Date: 11/14/08	Project ID: 128576			
Chk:	Date:	Scale: 1"=1000'			
Appr:	Date:	Filename: 0301-AU-0008			
LAND PLAT MALIN LATERAL - LN 301A CROSSING WALTER H. STASTNY FAMILY TRUST PROPERTY			RUBY PIPELINE LLC		
			Sheet: 1 of 2	Rev.	
			Type: LANDDEV	0	

WALTER H. STASTNY FAMILY TRUST

2,763.18± FEET
 167.5± RODS
 3.2± ACRES



That portion of a 50.00 foot easement for pipeline purposes across a portion of the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 13, 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 Northwest Corner of said Section 13, thence South 12 degrees 52 minutes 00 seconds East, a distance of 1340.58 feet; thence South 21 degrees 17 minutes 31 seconds East a distance of 50.00 feet to the South Right of Way line of Ranjus Road and the Point of Beginning; thence South 21 degrees 17 minutes 31 seconds East, a distance of 422.79 feet; thence South 03 degrees 32 minutes 16 seconds East, a distance of 79.97 feet; thence South 14 degrees 02 minutes 31 seconds West, a distance of 498.89 feet; thence South 02 degrees 03 minutes 25 seconds East, a distance of 79.87 feet; thence South 19 degrees 44 minutes 53 seconds East, a distance of 1681.66 feet to the South line of the Northwest Quarter of the Southwest Quarter and the Point of Terminus; thence South 19 degrees 44 minutes 53 seconds East, a distance of 100.00 feet to Universal Transverse Mercator Zone 10 Coordinate North 15,262,810.82, East 2,084,327.78 (U.S. Survey Feet).

Extending or shortening the side lines to close upon the South line of Ranjus Road located in the Southwest Quarter of the Northwest Quarter and the South line of the Northwest Quarter of the Southwest Quarter of Section 13. Containing 138,159 Square Feet or 3.2 Acres, more or less.

REFER TO SHEET 1 OF 2
 FOR EXHIBIT DRAWING

REF. DWG: LINE LIST NO.: 301A-8

ADKINS		SURVEYED AND PREPARED BY:							
 CONSULTING ENGINEERS, INC. 2950 Shasta Way (541) 884-4666		Engineers & Planners & Surveyors Klamath Falls, Oregon 97603 FAX (541) 884-5335		NO.	DATE	BY	DESCRIPTION	PROJ. ID	APPR.
Division: ROCKY MOUNTAIN Op. Area: ELKO State: OREGON Co./Par.: KLAMATH Section: 13 Township: 41S Range: 12E Dft: HEP Date: 11/14/08 Project ID: 128576 Chk: Date: Scale: 1"=1000' Appr: Date: Filename: 0301-AU-0008				REVISIONS					
LAND PLAT MALIN LATERAL - LN 301A CROSSING WALTER H. STASTNY FAMILY TRUST PROPERTY				 RUBY PIPELINE LLC					
				301AU-8A		Sheet: 2 of 2		Rev. 0	
						Type: LANDDEV		0	