2009-012447

Klamath County, Oregon

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09/21/2009 09:33:50 AM

Fee: \$71.00

After Recording Return To: Ruby Pipeline LLC - Land Dept 2 N Nevada Ave #524 Colorado Springs, CO 80903

RUBY PIPELINE, L.L.C.

RIGHT OF WAY AND EASEMENT AGREEMENT

)SS.	STATE OF	Oregon	_)	LL	Ruby-LL# 4115,4116;4117,4118
$U_U = U_U $	COUNTY OF	Klamath)ss.)	CO	128576

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned (hereinafter called OWNER, whether one or more), for and in consideration of the sum of <u>TEN AND NO/100</u> Dollars (\$10.00) and other valuable consideration. 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, pursuant to the Federal Energy Regulatory Commission's Docket No. CP09-54-000 for COMPANY's operations across the lands of OWNER, situated in the County of <u>Klamath</u>, State of <u>Oregon</u>, more particularly described as follows:

Township 41 South, Range 13 East, Section 24: W1/2NE1/4, NW1/4 Township 41 South, Range 13 East, Section 23: ALL Township 41 South, Range 13 East, Section 22: ALL Township 41 South, Range 13 East, Section 21: S1/2NE1/4, S1/2NW1/4

more particularly outlined on the route shown on Plat No(s) 300AU-4115, 300AU-4116, 300AU-4117 & 300AU-4118, marked <u>Exhibit "A"</u>, 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 shall indemnify and hold harmless OWNER for any loss, damage, claims, demands, or costs that OWNER may incur due to the construction or operation of the pipeline, or any of the proposed activities of COMPANY as contemplated by this Agreement

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, consistent with the purposes and nature of the express property interest granted, as set forth in the first paragraph to this Agreement. It is agreed that COMPANY shall not assign, sublet, or otherwise transfer, or purport to do the same, any interest in the property that has not expressly been conveyed by OWNER. 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 $4^{\mathcal{U}}$ day of Sejetenter 200 9____

OWNER(s)

BASIN VIEW RANCH

Gerald G. Scanlar Gerald G. Scanlar-Partner

Judite L Scanles

CORPORATE ACKNOWLEDGEMENT

STATE OF))ss. COUNTY OF

BEFORE ME, THE UNDERSIGNED, A Notary Public, within and for said State and County on this $\underline{\neg }$ day of <u>Sectoredoc</u>, 200 gersonally appeared <u>Gerald G. Scanlan</u>, a <u>Partner</u>, for <u>Basin</u> <u>View Ranch, LLC</u>, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person 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.



Kang No. Notary Public	-mage	
Address	DREGON	

My Commission expires:

apr 30, 3013

STATE OF COUNTY OF

BEFORE ME, THE UNDERSIGNED, A Notary Public, within and for said State and County on this $\underline{\neg \neg}$ day of <u>Sectors</u>, 200°, personally appeared <u>Judith L. Scanlan</u>, a <u>Partner</u> for <u>Basin View</u> <u>Ranch, LLC.</u>, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the entity upon behalf of which the person 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]	OFFICIAL SEAL KAY NEUMEYER NOTARY PUBLIC - OREGON COMMISSION NO. 427554 MY COMMISSION EXPIRES APRIL 20, 2012	Kay Neuropen Notary Public Marin Organ Address
My Co	mmission expires:	
0.	20, 2012	



KEF. DWG:		LINE LIS	T NO.: 4115	• •						
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Division: R	OCKY MOUNTAIN	Op. Area:	ELKO			1 4 1 0				
State:	OREGON	Co./Par.:	KLAMATH				PLAT			
Section:	24 Townsh	nip: 41S F	Range: 13E		RUBT		IE - LN 300A	RUBY	PELINE	LLC
Dft: HEP	Date: 7-7-	09 Project	ID: 128576				SSING			
Chk: RJL	Date:	Scale:	1"=1000'	G			JDITH C. SCANLAN	·····	Charles of a	
Appr: RJL	Date:	Filenom 03	e: 00-AU-4115			PRO	PERTY	300AU-4115	Sheet: 1 of Type: LANDDE	





CERTIFICATE OF SURVEYOR

l, 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 June 29, 2009, NAD1983 Datum, NAVD1988 Datum, Geoid Model 03, and adjusted to established CORS stations.
- 5.) Combined adjustment factor: 1.00039765 (Grid to Ground).

REF. DWG	:		LINE (lst no.:					EET 2 OF 2 ESCRIPTION			
	NINS	2 3	SURVEYED	AND PRE	PARED BY:							
	ULTING NEERS, INC.	<u> </u>	igineers ▲ Clamath E	Planners -	Surveyors	NO.	DATE	BY	DESCRIPTI	ON	PROJ. ID	APPR.
2950 Shasta Way Klamath Falls, Oregon 97603 (541) 884–4666 FAX (541) 884–5335					84-5335	REVISIONS						
Division: F	ROCKY M	OUNTAIN	Op. Area	: 8	ко) PLAT			
State:	OREG	ON	Co./Par.:	KL/	MATH							
Section:	23	Township	: 415	Range:	13E	[RUBY		NE - LN 300A		ELINE	LLC
Dft: HEP	Date:	6-22-09	Projec	et ID: 1	28576				ISSING	· · · · · · · · · · · · · · · · · · ·		
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Appr: RJL	Date:	_	Filena	me: 0300-AU-	-4116	[PRO	PERTY	300AU4116	Type: LANDDE	

GERA	LD G. & JUDITH C. SCAN	
	5335.89 FEET 323.39 RODS 6.125 ACRES	
A 50.00 foot easement for pipeline pur the Willamette Meridian, Klamath County described centerline:	poses across a portion of Section 23, Tow y, Oregon. Said easement being 25.00 feet	nship 41 South, Range 13 East of on each side of the following
degrees 24 minutes 18 seconds West	rner of said Section 23; thence along the l st, a distance of 293.41 feet to the Point a distance of 5335.89 feet to the West Lir Quarter Corner of said Section 23 bears Sol et.	of Beginning; thence North 88
Extending or shortening the side lines t square feet or 6.125 acres.	to close upon the West and East Lines of S	Section 23. Containing 266,794.51
REF. DWG: LINE LIST NO.: 4116	REFER TO SHEET 1 OF 2 FOR EXHIBIT DRAWING	
ADKINS SURVEYED AND PREPARED BY:		
Engineers & Planners & Surveyors 2950 Shaata Way Klamath Falls, Oregon 97603 (541) 884-4666 FAX (541) 884-5335 Division: ROCKY MOUNTAIN Op. Area:		
State: OREGON Co./Par.: KLAMATH Section: 23 Township: 41S Range: 13E	LAND PLAT RUBY PIPELINE - LN 300A CROSSING	RUBY PIPELINE LLC
Dft: HEP Date: 6~22-09 Project (D: 128576 Chk: RJL Date: Scale: 1"=1000' Appr: Bill Date: Filename:	GERALD G. & JUDITH C. SCANLAN PROPERTY	
Appr: RJL Date: Filename: 0300-AU-4116		300AU-4116A Sneet: 2 or 2 Rev. Type: LANDDEV 0



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GERALD G. & JUDITH C. SCANLAN 5279.68 FEET 319.98 RODS

6.060 ACRES

A 50.00 foot easement for pipeline purposes across a portion of Section 22, Township 41 South, Range 13 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 East Quarter Corner of said Section 22; thence along the East Line of said Section 22, North 00 degrees 04 minutes 45 seconds East, a distance of 540.05 feet to the Point of Beginning; thence North 88 degrees 24 minutes 05 seconds West, a distance of 5279.68 feet to the West Line of said Section 22 and the Point of Terminus, at which point the West Quarter Corner of said Section 22 bears South 00 degrees 12 minutes 51 seconds East, a distance of 787.54 feet.

Extending or shortening the side lines to close upon the West and East lines of Section 22. Containing 263,983.99 square feet or 6.060 acres.

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State:	:	OREG	ON	Co./Par.:	KLAMATH	1			D PLAT			
Sectio	on:	22	Township:	5: 41S	Range: 13E	1	RUBI		NE – LN 300A	RUBY	PELINE	LLC
Dft:	HEP	Date:	6/24/09	9 Project	t ID: 128576] _			DSSING			
Chk:	RJL	Date:		Scale:	1"=1000'] 01			UDITH C. SCANLAN			
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