

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

2009-014023
Klamath County, Oregon



10/30/2009 09:00:20 AM

Fee: \$67.00

RUBY PIPELINE, L.L.C.

RIGHT OF WAY AND EASEMENT AGREEMENT

STATE OF	<u>Oregon</u>)	LL	<u>Ruby - LL# 4098;4100</u>
)ss.		
COUNTY OF	<u>Klamath</u>)	CO	<u>128576</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 15 East, Section 19: NE1/4 NW1/4, W1/2 NW1/4
Township 41 South, Range 14.5 East, Section 24: NE1/4

more particularly shown on Plat No(s) 300AU-4098 & 300AU-4100, 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.

5016371

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 5th day of October 200 9

OWNER(s)

JWTR, LLC

By: _____

Thomas Ludlow

Title: _____

CFO

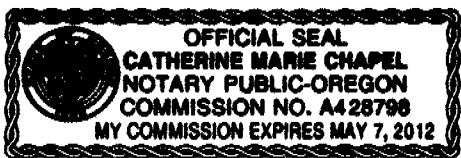
CORPORATE ACKNOWLEDGEMENT

STATE OF OREGON)
COUNTY OF KLAMATH)ss.

BEFORE ME, THE UNDERSIGNED, A Notary Public, within and for said State and County on this 5th day of October, 2009, personally appeared Thomas Ludlow a CFO/General Mgr., for JWTR, LLC, 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 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]



Catherine Marie Chapel
Notary Public
P.O. Box 404, Midland, OR
Address 97634

My Commission expires:

May 7, 2012

STATE OF _____)
COUNTY OF _____)ss.

BEFORE ME, THE UNDERSIGNED, A Notary Public, within and for said State and County on this _____ day of _____, 200____, personally appeared _____ a _____, for _____, 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 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]

Notary Public

Address

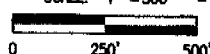
My Commission expires:

JWTR, LLC

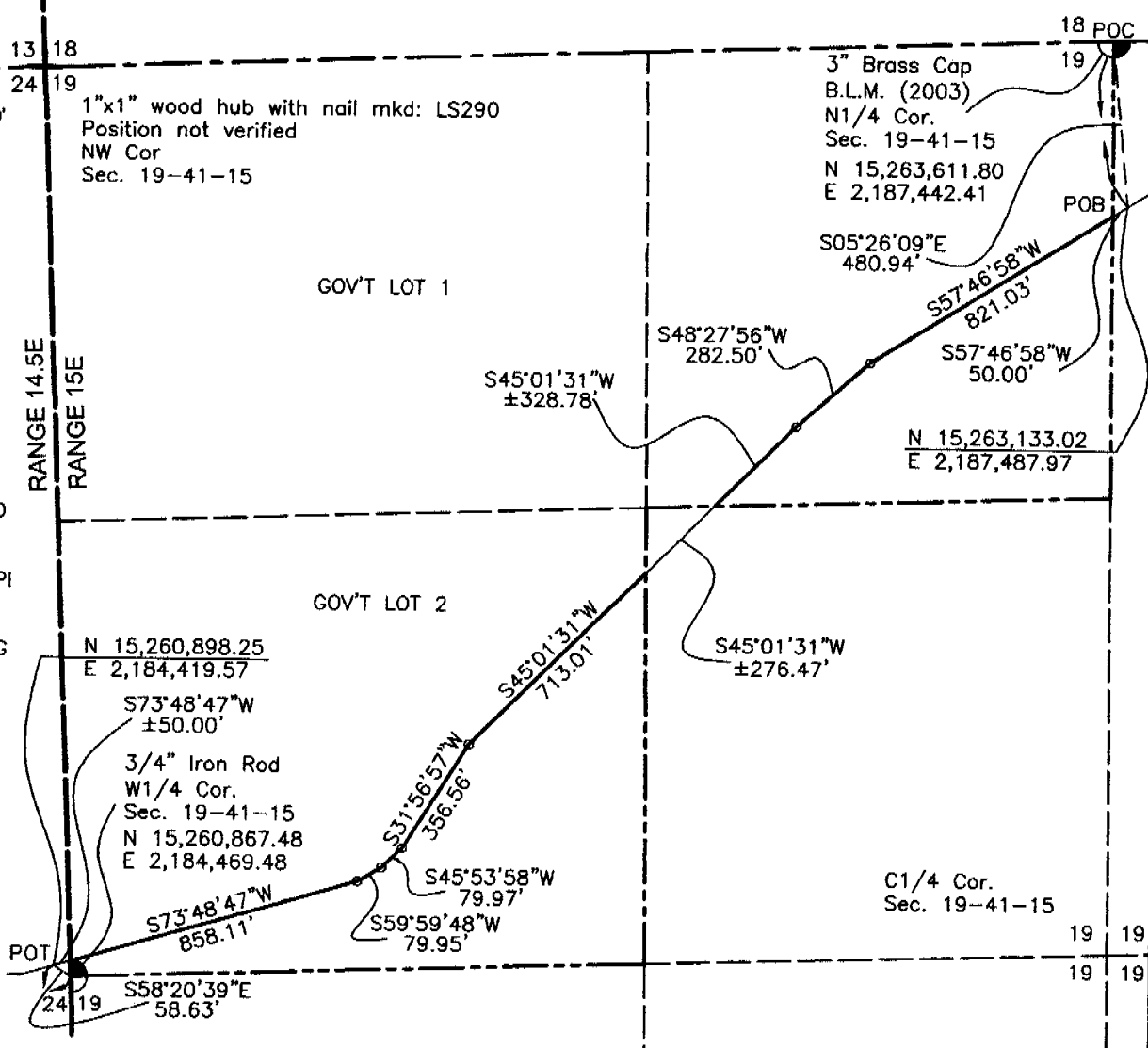
3519.91 FEET
213.33 RODS
4.040 ACRES



SCALE: 1" = 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.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Rodney J. Lewis

OREGON
JULY 14, 1998
RODNEY J. LEWIS
#2872

EXPIRES 12-31-10

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.) Distances shown hereon are Grid Distances per said UTM Zone 10N.

REFER TO SHEET 2 OF 2
FOR LEGAL DESCRIPTION

REF. DWG:

LINE LIST NO.: 4098

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: 19	Township: 41S
Dft: HEP	Date: 7-15-09
Chk: RJL	Date:
Appr: RJL	Date:
Project ID: 128576	Scale: 1"=500'
Filename: 0300-AU-4098	

LAND PLAT
RUBY PIPELINE - LN 300A
CROSSING
JWTR, LLC
PROPERTY

RUBY PIPELINE LLC

300AU-4098

Sheet: 1 of 2
Type: LANDDEV
Rev. 0

JWTR, LLC

3519.91 FEET
213.33 RODS
4.040 ACRES



A 50.00 foot easement for pipeline purposes across a portion of the Northeast Quarter of the Northwest Quarter and Government Lot 2 of Section 19, Township 41 South, Range 15 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 North Quarter Corner of said Section 19, being Universal Transverse Mercator Zone 10 Coordinate North 15,263,611.80, East 2,187,442.41 (US survey feet); thence South 05 degrees 26 minutes 09 seconds East, a distance of 480.94 feet to Universal Transverse Mercator Zone 10 Coordinate North 15,263,133.02, East 2,187,487.97; thence South 57 degrees 46 minutes 58 seconds West, a distance of 50.00 feet, more or less, to the East Line of the Northeast Quarter of the Northwest Quarter of said Section 19 and the Point of Beginning; thence continuing South 57 degrees 46 minutes 58 seconds West, a distance of 821.03 feet, more or less; thence South 48 degrees 27 minutes 56 seconds West, a distance of 282.50 feet; thence South 45 degrees 01 minutes 31 seconds West, a distance of 328.78 feet, more or less, to the South Line of the Northeast Quarter of the Northwest Quarter of said Section 19 and an interruption of this easement; thence South 45 degrees 01 minutes 31 seconds West a distance of 276.47 feet, more or less, to the East Line of Government Lot 2 of said Section 19 and a recommencement of this easement; thence South 45 degrees 01 minutes 31 seconds West, a distance of 713.01 feet, more or less; thence South 31 degrees 56 minutes 57 seconds West, a distance of 356.56 feet; thence South 45 degrees 53 minutes 58 seconds West, a distance of 79.97 feet; thence South 59 degrees 59 minutes 48 seconds West, a distance of 79.95 feet; thence South 73 degrees 48 minutes 47 seconds West, a distance of 858.11 feet, more or less, to the West Line of Government Lot 2 of said Section 19 and the Point of Terminus; thence South 73 degrees 48 minutes 47 seconds West a distance of 50.00 feet, more or less, to Universal Transverse Mercator Zone 10 Coordinate North 15,260,898.25, East 2,184,419.57, from which the Southwest Corner of said Government Lot 2, being Universal Transverse Mercator Zone 10 Coordinate North 15,260,867.48, East 2,184,469.48, bears South 58 degrees 20 minutes 39 seconds East, a distance of 58.63 feet.

Extending or shortening the side lines to close upon the East and South Lines of the Northeast Quarter of the Northwest Quarter and the East and West Lines of Government Lot 2 of said Section 19. Containing 175,995.37 Square Feet or 4.040 Acres, more or less.

REFER TO SHEET 1 OF 2
FOR EXHIBIT DRAWING

REF. DWG: LINE LIST NO.: 4098

ADKINS		SURVEYED AND PREPARED BY:							
		Engineers • Planners • Surveyors							
2950 Shasta Way (541) 884-4666		Klamath Falls, Oregon 97603 FAX (541) 884-5335		NO.	DATE	BY	DESCRIPTION	PROJ. ID	APPR.
				REVISIONS					
Division: ROCKY MOUNTAIN		Op. Area: ELKO		LAND PLAT RUBY PIPELINE - LN 300A CROSSING JWTR, LLC PROPERTY			 RUBY PIPELINE LLC		
State: OREGON		Co./Par.: KLAMATH							
Section: 19	Township: 41S	Range: 15E							
Dft: HEP	Date: 7-15-09	Project ID: 128576							
Chk: RJL	Date:	Scale: 1"=500'							
Appr: RJL		Date:		Filename: 0300-AU-4098		300AU-4098A			
				Sheet: 2 of 2		Rev. 0		Type: LANDDEV	

JWTR, LLC

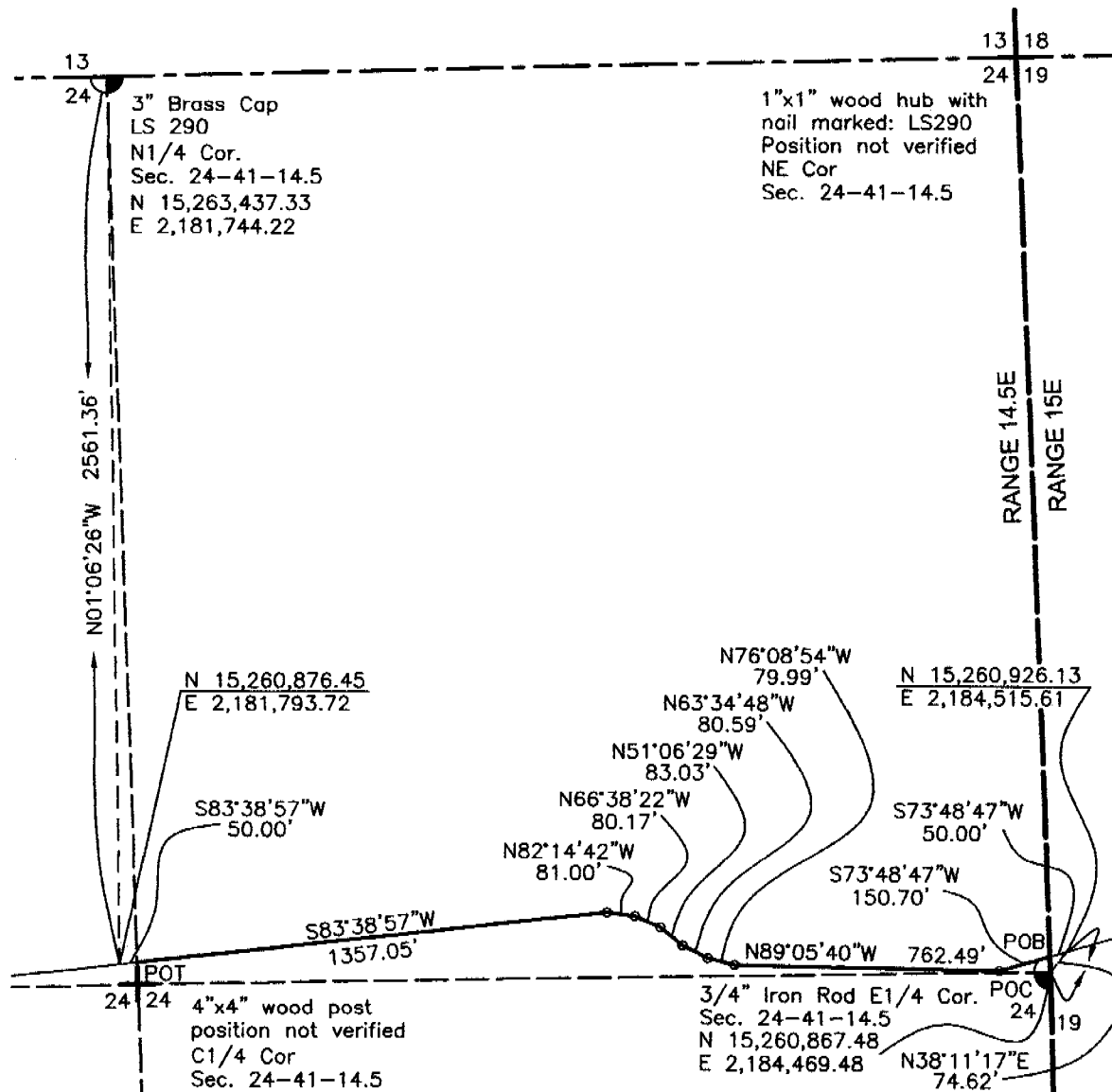
2675.02 FEET
162.12 RODS
3.070 ACRES



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 - June 29, 2009, NAD1983 Datum, NAVD1988 Datum, Geoid Model 03, and adjusted to established CORS stations.
- 5.) All distances shown are grid distances (US Survey Feet).

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.: 4100

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

Division: ROCKY MOUNTAIN	Op. Area: ELKO
State: OREGON	Co./Par.: KLAMATH
Section: 24	Township: 41S
Dft: HEP	Date: 7-23-09
Chk: RJL	Date:
Appr: RJL	Date:
Project ID: 128576	Scale: 1"=500'
Filename: 0300-AU-4100	

NO.	DATE	BY	DESCRIPTION	PROJ. ID	APPR.
REVISIONS					
LAND PLAT RUBY PIPELINE - LN 300A CROSSING JWTR, LLC PROPERTY				RUBY PIPELINE LLC	
300AU-4100				Sheet: 1 of 2	Rev. 1
				Type: LANDDEV	



JWTR, LLC
2675.02 FEET
162.12 RODS
3.070 ACRES

A 50.00 foot easement for pipeline purposes across a portion of the Northeast Quarter of Section 24, Township 41 South, Range 14.5 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 24, being Universal Transverse Mercator Zone 10 Coordinate North 15,260,867.48; East 2,184,469.48 (US survey feet); thence North 38 degrees 11 minutes 17 seconds East, a distance of 74.62 feet, to Universal Transverse Mercator Zone 10 Coordinate North 15,260,926.13; East 2,184,515.61; thence South 73 degrees 48 minutes 47 seconds West, a distance of 50.00 feet, more or less, to the East Line of the Northeast Quarter of said Section 24 and the Point of Beginning; thence South 73 degrees 48 minutes 47 seconds West, a distance of 150.70 feet, more or less; thence North 89 degrees 05 minutes 40 seconds West, a distance of 762.49 feet; thence North 76 degrees 08 minutes 54 seconds West, a distance of 79.99 feet; thence North 63 degrees 34 minutes 48 seconds West, a distance of 80.59 feet; thence North 51 degrees 06 minutes 29 seconds West, a distance of 83.03 feet; thence North 66 degrees 38 minutes 22 seconds West, a distance of 80.17 feet; thence North 82 degrees 14 minutes 42 seconds West, a distance of 81.00 feet; thence South 83 degrees 38 minutes 57 seconds West, a distance of 1357.05 feet, more or less, to the West Line of the Northeast Quarter of said Section 24 and the Point of Terminus; thence South 83 degrees 38 minutes 57 seconds West, a distance of 50.00 feet, more or less, to Universal Transverse Mercator Zone 10 Coordinate North 15,260,876.45; East 2,181,793.72, from which the North Quarter Corner of said Section 24 being Universal Transverse Mercator Zone 10 Coordinate North 15,263,437.33; East 2,181,744.22, bears North 01 degrees 06 minutes 26 seconds West, a distance of 2561.36 feet.

Extending or shortening the side lines to close upon the East, South and West Lines of the Northeast Quarter of said Section 24. Containing 133,751.41 Square Feet or 3.070 Acres more or less.

REFER TO SHEET 1 OF 2
FOR EXHIBIT DRAWING

REF. DWG:		LINE LIST NO.: 4100	
 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			
Division: ROCKY MOUNTAIN		Op. Area: ELKO	
State: OREGON		Co./Par.: KLAMATH	
Section: 24		Township: 41S Range: 14.5E	
Dft: HEP		Date: 7-23-09	
Chk: RJL		Project ID: 128576	
Appr: RJL		Scale: 1"=500'	
		Filename: 0300-AU-4100	
NO. DATE BY DESCRIPTION PROJ. ID APPR.			
REVISIONS			
LAND PLAT RUBY PIPELINE - LN 300A CROSSING JWTR, LLC PROPERTY		 RUBY PIPELINE LLC	
300AU-4100A		Sheet: 2 of 2 Type: LANDDEV	
		Rev. 0	