

RUBY PIPELINE  
DENISE TONEY  
2 NORTH NEVADA AVE #517  
COLORADO SPRINGS, CO. 80902

2009-014978  
Klamath County, Oregon



11/23/2009 09:18:52 AM Fee: \$67.00

R860490  
R860508

RUBY PIPELINE, L.L.C.

RIGHT OF WAY AND EASEMENT AGREEMENT

After Recording Return to  
Ruby Pipeline LLC-Land  
2 N Nevada Ave #517  
SC 80903

STATE OF	<u>Oregon</u>	)	LL	<u>Ruby - LL# 4094;4099</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, 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 16: S1/2 S1/2  
Township 41 South, Range 15 East, Section 19: SE1/4 NW1/4

more particularly shown on Plat No(s) 300AU-4094 & 300AU-4099, 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 "Wire Rock Cribs" 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.

5016420

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.

Company agrees that if at any time the pipeline and easement is not maintained or operated for a continuous period of twenty-four (24) months, the easement made herein shall terminate, become null and void and the easement shall revert absolutely to Owner. If and when this easement terminates, the grant made hereby shall become null and void and upon demand by Owner, Company shall furnish to Owner a recordable release of the easement and of all rights granted hereby, Company, at its option may either remove the pipeline or abandon it in place. If Company elects to remove the pipeline, it shall complete this work within twenty-four (24) months of the easement termination and agree to pay for all surface damages caused by the removal of the pipeline.

This Term Easement and Right -of-Way Agreement cannot be assigned in whole or in part otherwise in any manner be transferred in whole or in part by Ruby Pipeline, LLC, without 30 day written consent of Neil Grohs Sr 1997 Trust, Neil C. Grohs Jr, and Philip L. Grohs, their successor's, heirs or assign's being first had and obtained, which consent shall not be unreasonably withheld. 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 21 day of October 200 9

OWNER(s)

Neil Grohs Sr 1997 Trust

By: Neil C Grohs Sr

Title: Trustee

Phillip L Grohs  
Phillip L Grohs

Neil C Grohs Jr  
Neil C Grohs Jr

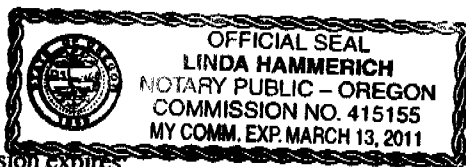
ACKNOWLEDGEMENT

STATE OF Oregon )  
COUNTY OF Klamath )ss.

BEFORE ME, THE UNDERSIGNED, A Notary Public, within and for said State and County on this 21 day of October, 2009, personally appeared Phillip Grohs, Neil Grohs, Jr 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]



My Commission expires:

March 13, 2011

Linda Hammerich  
Notary Public

9787 E. Langell Vly Rd Bonanza, OR 97623  
Address

STATE OF Oregon )  
COUNTY OF Klamath )ss.

BEFORE ME, THE UNDERSIGNED, A Notary Public, within and for said State and County on this 21 day of October, 2009, personally appeared Neil Grohs, Sr. 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]



My Commission expires:

March 13, 2011

Linda Hammerich  
Notary Public

9787 E. Langell Vly Rd Bonanza, OR 97623  
Address



NEIL GROHS, SR. 1997 TRUST, ETAL

3813.61 FEET  
231.13 RODS  
4.377 ACRES


A 50.00 foot easement for pipeline purposes across a portion of the South Half of Section 16, 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 Southeast Corner of said Section 16; thence along the South Line of said Section 16, North 88 degrees 56 minutes 58 seconds West, a distance of 1681.14 feet to the Point of Beginning; thence North 55 degrees 35 minutes 49 seconds West, a distance of 967.90 feet; thence North 67 degrees 32 minutes 35 seconds West, a distance of 80.16 feet; thence North 79 degrees 49 minutes 17 seconds West, a distance of 1315.20 feet; thence North 75 degrees 34 minutes 12 seconds West, a distance of 1450.35 feet to the West Line of said Section 16 and the Point of Terminus, at which point the Southwest Corner of said Section 16 bears South 01 degrees 15 minutes 52 seconds East, a distance of 1324.09 feet.

Extending or shortening the side lines to close upon the South and West Lines of said Section 16. Containing 190,680.26 Square Feet or 4.377 Acres.

REFER TO SHEET 1 OF 2  
FOR EXHIBIT DRAWING

REF. DWG: LINE LIST NO.: 4094

<b>ADKINS</b> 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		Op. Area: ELKO		REVISIONS													
State: OREGON		Co./Par.: KLAMATH		LAND PLAT RUBY PIPELINE - LN 300A CROSSING NEIL GROHS, SR. 1997 TRUST, ETAL PROPERTY												 RUBY PIPELINE LLC	
Section: 16		Township: 41S		Range: 15E		Dft: HEP		Date: 7-22-09		Project ID: 128576		Scale: 1"=1000'		Filename: 0300-AU-4094			
Appr: RJL		Date:		Scale:		1"=1000'		Type: LANDDEV		0		300AU-4094A		Sheet: 2 of 2		Rev. 0	

May 11, 2005 3:01PM

D

+



POC

POB

POT

## POINT OF TERMINUS

3" Brass Cap 1  
B.L.M. (2003) //  
N1/4 Cor. //  
Sec. 19-41-15  
N 15,263,611.80  
E 2,187,442.41

N	15,262,018.20
E	2,186,076.05

N	15,262,284.29
E	2,186,342.37

S45°01'31"W  
276.47'

S45°01'31"W  
50.00'

3/4" Iron Rod  
W1/4 Cor.  
Sec. 19-41-15  
N 15,260,867.48  
E 2,184,469.48

C1/4 Cor.  
Sec. 19-41-15

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.

- 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.

*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.: 4099

**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: 19	Township: 41S	Range: 15E
-------------	---------------	------------

Dft: HEP	Date: 7-15-09	Project ID: 128576
----------	---------------	--------------------

Chk: RJL	Date:	Scale: 1"=500'
----------	-------	----------------

Appr: RJL	Date:	Filename:
-----------	-------	-----------

NO.	DATE	BY	DESCRIPTION	PROJ. ID	APPR.
REVISIONS					

LAND PLAT RUBY PIPELINE - LN 300A CROSSING NEIL GROHS, SR., 1997 TRUST, ETAL PROPERTY		 RUBY PIPELINE LLC	
300AU-4099		Sheet: 1 of 2	Rev.

		Type: LANDDEV	0
--	--	---------------	---

NEIL GROHS, SR., 1997 TRUST, ETAL



276.47 FEET  
16.76 RODS  
0.317 ACRES

A 50.00 foot easement for pipeline purposes across a portion of the Southeast Quarter of the Northwest Quarter 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 39 degrees 38 minutes 48 seconds West, a distance of 1724.05 feet, to Universal Transverse Mercator Zone 10 Coordinate North 15,262,284.29 East 2,186,342.37; thence South 45 degrees 01 minutes 31 seconds West, a distance of 50.00 feet, more or less, to the North Line of the Southeast Quarter of the Northwest Quarter of said Section 19 and the Point of Beginning; thence continuing South 45 degrees 01 minutes 31 seconds West a distance of 276.47 feet, more or less to the West Line of the Southeast Quarter of the Northwest Quarter of said Section 19 and the Point of Terminus; thence continuing South 45 degrees 01 minutes 31 seconds West a distance of 50.00 feet, more or less to Universal Transverse Mercator Zone 10 Coordinate North 15,262,018.20, East 2,186,076.05, from which the West Quarter Corner of said Section 19, being Universal Transverse Mercator Zone 10 Coordinate North 15,260,867.48, East 2,184,469.48, bears South 54 degrees 23 minutes 15 seconds West, a distance of 1976.17 feet.

Extending or shortening the side lines to close upon the North and West Lines of the Southeast Quarter of the Northwest Quarter of said Section 19. Containing 13,823.74 Square Feet or 0.317 Acres, more or less.

REFER TO SHEET 1 OF 2  
FOR EXHIBIT DRAWING

REF. DWG:		LINE LIST NO.: 4099													
 <b>ADKINS</b> 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: 19		Township: 41S													
Dft: HEP		Range: 15E													
Date: 7-15-09		Project ID: 128576													
Date:		Scale: 1"=500'													
Date:		Filename: 0300-AU-4099													
Appr: RJL		Date:													
<table><tr><td>NO.</td><td>DATE</td><td>BY</td><td>DESCRIPTION</td><td>PROJ. ID</td><td>APPR.</td></tr><tr><td colspan="6">REVISIONS</td></tr></table>				NO.	DATE	BY	DESCRIPTION	PROJ. ID	APPR.	REVISIONS					
NO.	DATE	BY	DESCRIPTION	PROJ. ID	APPR.										
REVISIONS															
<div>LAND PLAT RUBY PIPELINE - LN 300A CROSSING NEIL GROHS, SR., 1997 TRUST, ETAL PROPERTY</div>				<div><b>RUBY PIPELINE LLC</b></div>											
300AU-4099A				Sheet: 2 of 2	Rev.										
				Type: LANDDEV	0										