

2009-015043

Klamath County, Oregon



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11/24/2009 09:22:18 AM

Fee: \$52.00

RUBY PIPELINE, L.L.C.

RIGHT OF WAY AND EASEMENT AGREEMENT

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

STATE OF	<u>Oregon</u>)	LL	<u>Ruby - LL# 4113</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 14 East, Section 19: SW1/4 NW1/4

more particularly shown on Plat No(s) 300AU-4113, 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.

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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 written consent of Mary Fields, her 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 9 day of November 200 9

OWNER(s)

Mary R. Fields
Mary Fields
AKA MARY R. Fields

ACKNOWLEDGEMENT

STATE OF Oregon)
COUNTY OF Klamath) ss.

BEFORE ME, THE UNDERSIGNED, A Notary Public, within and for said State and County on this 9 day of November, 200 9, personally appeared Mary R. Fields 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]



Linda Hammerich
Notary Public

15146 E. Lange/11th Rd Bonanza, OR 97623
Address

My Commission expires:

March 13, 2011

MARY FIELDS

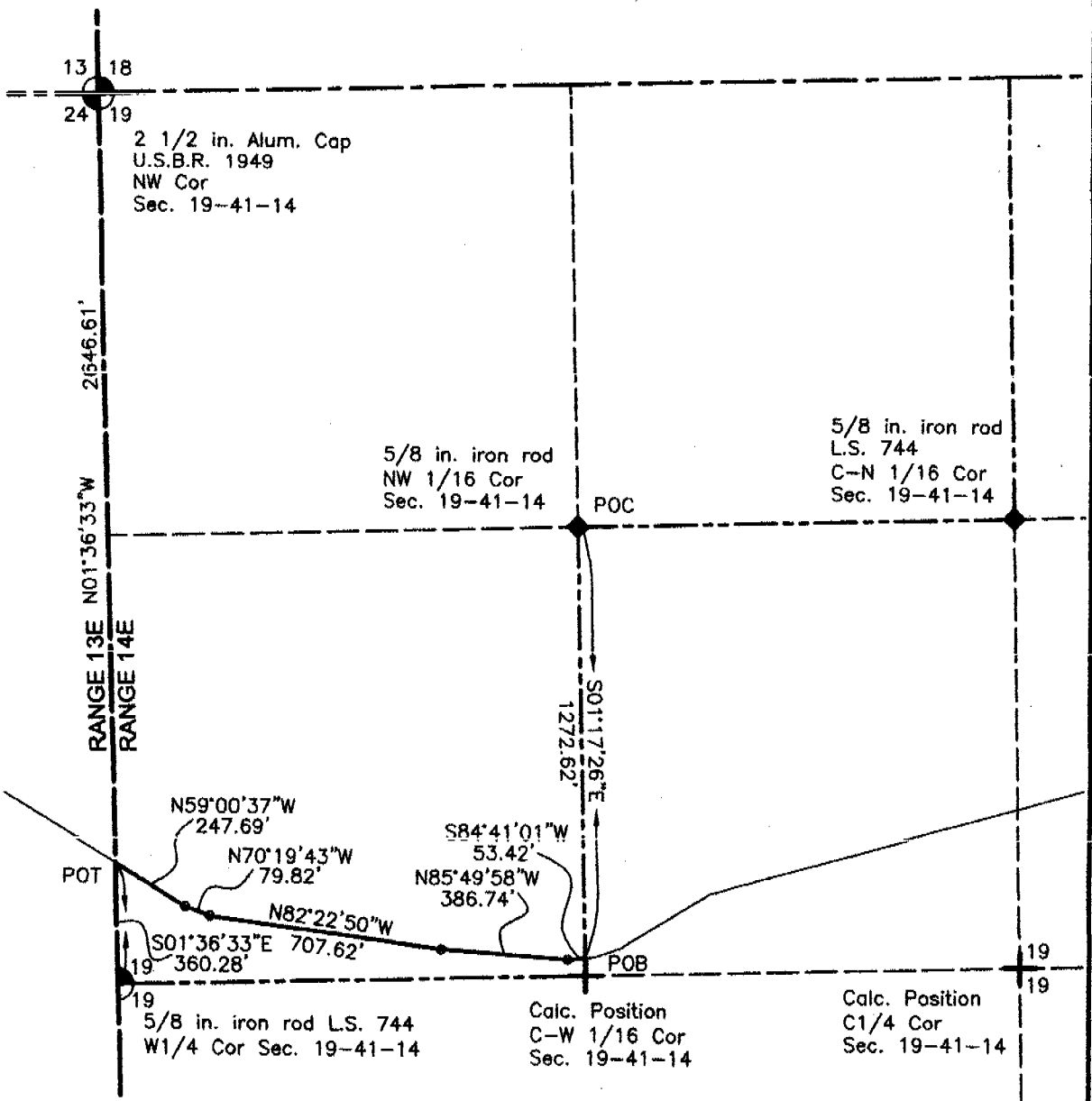
1475.29 / FEET
89.41 / RODS
1.693 / ACRES



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.) Combined adjustment factor: 1.00033450 (Grid to Ground).

REFER TO SHEET 2 OF 2
FOR LEGAL DESCRIPTION

REF. DWG:

LINE LIST NO.: 4113

ADKINS ENGINEERS, INC. 2850 Shasta Way (541) 884-4666		SURVEYED AND PREPARED BY:															
Engineers & Planners & Surveyors Klamath Falls, Oregon 97603 FAX (541) 884-6335		NO.		DATE		BY		DESCRIPTION		PROJ. ID APPR.							
Division: ROCKY MOUNTAIN		Op. Area: ELKO		State: OREGON		Co./Par.: KLAMATH		Section: 19 /		Township: 41S / Range: 14E /							
Dft: HEP		Date: 7-13-09		Project ID: 128576		Scale: 1"=500'		Filename: 0300-AU-4113									
Appr: R/L		Date:															
LAND PLAT RUBY PIPELINE - LN 300A CROSSING MARY FIELDS PROPERTY										RUBY PIPELINE LLC		300AU-4113		Sheet: 1 of 2		Rev. 0	
														Type: LANDDEV			

MARY FIELDS

1475.29 FEET
89.41 RODS
1.693 ACRES



A 50.00 foot easement for pipeline purposes across a portion of the Southwest Quarter of the Northwest Quarter of Section 19, Township 41 South, Range 14 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 Sixteenth Corner of said Section 19; thence along the East Line of the Southwest Quarter of the Northwest Quarter of said Section 19, South 01 degrees 17 minutes 26 seconds East, a distance of 1272.62 feet to the Point of Beginning; thence South 84 degrees 41 minutes 01 seconds West, a distance of 53.42 feet; thence North 85 degrees 49 minutes 58 seconds West, a distance of 386.74 feet; thence North 82 degrees 22 minutes 50 seconds West, a distance of 707.62 feet; thence North 70 degrees 19 minutes 43 seconds West, a distance of 79.82 feet; thence North 59 degrees 00 minutes 37 seconds West, a distance of 247.69 feet to the West line of said Section 19 and the Point of Terminus, at which point the West Quarter Corner of said Section 19 bears South 01 degrees 36 minutes 33 seconds East, a distance of 360.28 feet.

Extending or shortening the side lines to close upon the East and West lines of the Southwest Quarter of the Northwest Quarter of said Section 19. Containing 73,764.63 Square Feet or 1.693 Acres more or less.

REFER TO SHEET 1 OF 2
FOR EXHIBIT DRAWING

REF. DWG: LINE LIST NO.: 4113

 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.				
REVISIONS											
Division: ROCKY MOUNTAIN		Op. Area: ELKO		LAND PLAT RUBY PIPELINE – LN 300A CROSSING MARY FIELDS PROPERTY				 RUBY PIPELINE LLC			
State: OREGON		Co./Par.: KLAMATH									
Section: 19		Township: 41S Range: 14E									
Dft: HEP		Date: 7-13-09									
Appr: RJL		Date:									
Project ID: 128576		Scale: 1"=500'		Filename: 0300-AU-4113		300AU-4113A		Sheet: 2 of 2		Rev. 0	
						Type: LANDDEV					