



RUBY PIPELINE, L.L.C.

03/01/2010 09:20:52 AM

Fee: \$52.00

After Recording please return to:
Ruby Pipeline LLC
2 N Nevada Ave - 5th Flr
Colorado Springs, CO 80903

EXCLUSIVE RIGHT OF WAY AND EASEMENT AGREEMENT

STATE OF Oregon) LL 301AU-001.1-Malin Measurement Facility
COUNTY OF Klamath) ss. 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"), an Exclusive Right of Way and Easement for the purposes of laying, constructing, maintaining, operating, patrolling, repairing, replacing and removing a single pipeline and the Malin Measurement Facility (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: SW1/4NE1/4, SE1/4NW1/4

more particularly shown on Plat No(s) 301AU-001.1, marked Exhibit "A", and by this reference made part hereof. Said Right of Way and Easement granted shall be 3.257 Acres extending on, over and across the above-described land.

COMPANY use of the Malin Measurement Facility will be exclusively for the uses granted above. Any change of use will require the prior written authorization of the OWNER, which permission will not be unreasonably withheld.

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, with OWNER approval which approval shall not be unreasonably withheld 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 Exclusive Right of Way and Easement in a manner which will result in the removal of surface cover from the pipeline.

OWNER represents 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 Exclusive Right of Way and Easement.

The Malin Measurement Facility lighting, either temporary or permanent will be installed to have minimal impact to OWNER's property. Facility lighting will be regulated by a switch rather than a motion sensor. The COMPANY will use appropriate efforts to minimize light, mercaptan (odorant) and noise pollution at this Facility.

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 or maintenance 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.

The COMPANY shall consult with the OWNER regarding needed livestock fencing, during construction or maintenance of the facilities.. The COMPANY shall consult with the OWNER to construct reasonable and mutually

5017581

agreeable fencing of the facilities.

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.

The COMPANY shall indemnify the OWNER against any claims, damages or losses, as a result of COMPANY's use of the Exclusive Right of Way and Easement area. The COMPANY will not commit "waste" on the Landowner property.

TO HAVE AND TO HOLD said Exclusive 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

In the event that the Federal Energy Regulatory Commission gives COMPANY the authority to abandon the Exclusive Right of Way and Easement described herein, and Company actually abandons said Exclusive Right of Way and Easement, this Exclusive Right of Way and Easement Agreement shall terminate and all rights granted herein shall terminate and Exclusive 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 Exclusive Right of Way and Easement Agreement upon the request from Owner, or its successors or assigns.

It is agreed that this Exclusive Right of Way and Easement Agreement as written is assignable by COMPANY. The COMPANY may not assign the Right of Way and Easement without the prior written consent of the OWNER, which consent will not be unreasonably withheld. The Exclusive Right of Way and Easement Agreement may not be assigned in part to allow for uses other than those third-party utilities to use the Easement. 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 Exclusive 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.

This is an Exclusive Easement. The COMPANY will not assign the Easement without the prior written consent of the Landowner, which consent will not be unreasonably withheld. The Exclusive Easement Agreement will not be assigned in part to allow for third-party utilities to use the Easement.

Executed this 27th day of January 200 2010

Owner(s)

Victor A. Terry
Victor A. Terry

Penelope Terry
Penelope Terry

I Certify that Victor A. + Penelope Terry personally appeared before me on January 27, 2010.




Holly Benjamins
my commission expires: April 16, 2013

3.257 ACRES



SCALE: 1" = 500'



0 250' 500'

FOUND
SECTION
CORNER



FOUND
QUARTER
CORNER



FOUND
SIXTEENTH
CORNER



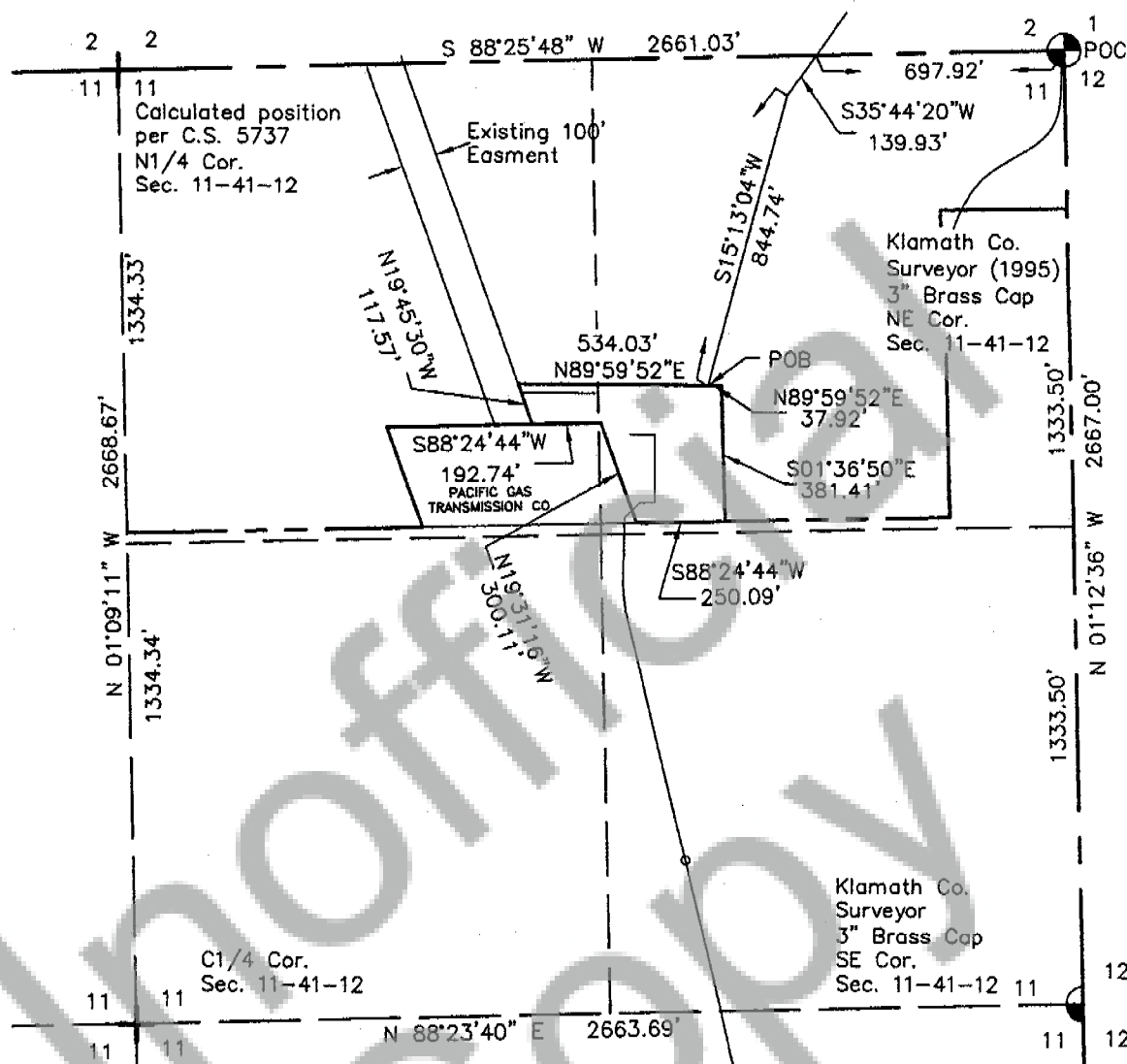
CALCULATED
CORNER

- o EASEMENT PI

POC POINT OF COMMENCING

POB POINT OF
BEGINNING

POT POINT OF
TERMINUS



I, Douglas E. Adkins, 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 - 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).

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

OREGON
DECEMBER 15, 1978
DOUGLAS E. ADKINS
1794

REFER TO SHEET 2 OF 2
FOR LEGAL DESCRIPTION

REF. DWG: LINE LIST NO.: 301A-1.1

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

4	10/27/09	JDB	REVISED ALIGNMENT		
3	10/13/09	JDB	REVISED ALIGNMENT		
2	04/02/09	JDB	DRAWING SCALE		
1	3/13/09	JDB	REVISED ALIGNMENT		
NO.	DATE	BY	DESCRIPTION	PROJ. ID	APPR.

REVISIONS

Division: ROCKY MOUNTAIN		Op. Area: ELKO	
State: OREGON		Co./Par.: KLAMATH	
Section: 11	Township: 41S	Range: 12E	
Dft: JDB	Date: 07-20-09	Project ID: 128576	
Chk: TLW	Date: 07-20-09	Scale: 1"=500'	
Appr: DEA	Date: 11/05/09	Filename: 301-AU-001.1.DWG	

LAND PLAT
RUBY PIPELINE - LN 301A
CROSSING
VICTOR A. AND PENELOPE TERRY
PROPERTY

RUBY PIPELINE LLC

301AU-001.1

Sheet: 1 of 2

Type: LANDDEV

Rev.

0

VICTOR A. & PENELOPE TERRY
MALIN MEASURING FACILITY

3.257 ACRES

An easement over a tract of land for pipeline purposes across a portion of the North Half of the Northeast Quarter of Section 11, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

Commencing from the Northeast Corner of said Section 11; thence South 88 degrees 25 minutes 48 seconds West, a distance of 697.92, along the North Line of the Northeast Quarter of said Section 11; thence South 35 degrees 44 minutes 20 seconds West, a distance of 139.93; thence South 15 degrees 13 minutes 04 seconds West, a distance of 844.74 feet to the Point of Beginning; thence North 89 degrees 59 minutes 52 seconds East, a distance of 37.92 feet; thence South 01 degrees 36 minutes 50 seconds East, a distance of 381.41 feet; thence South 88 degrees 24 minutes 44 seconds West, a distance of 250.09 feet to an existing brass cap in concrete at the Southeast corner of the Pacific Gas Transmission Company property; thence North 19 degrees 31 minutes 16 seconds West, a distance of 300.11 feet to an existing brass cap in concrete at the Northeast corner of said Pacific Gas Transmission Company property; thence South 88 degrees 24 minutes 44 seconds West, a distance of 192.74 feet, along the North line of said Pacific Gas Transmission Company property to the Easterly line of an existing 100 foot wide easement recorded in Book M79, Page 1392 in the Recorder of Deeds office in Klamath County, Oregon; thence North 19 degrees 45 minutes 30 seconds West, a distance of 117.57 feet, along the Easterly line of said easement; thence North 89 degrees 59 minutes 52 seconds East, a distance of 534.03 feet to the Point of Beginning. Containing 141,878 Square Feet or 3.257 Acres, more or less.

REFER TO SHEET 1 OF 2
FOR EXHIBIT DRAWING

REF. DWG: LINE LIST NO.: 301A-1.1

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Section:	11	Township:	41S
		Range:	12E
Dft:	JDB	Date:	7-20-09
		Project ID:	128576
Chk:	TLJ	Date:	7-20-09
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LAND PLAT
RUBY PIPELINE - LN 301A
CROSSING
VICTOR A. AND PENELOPE TERRY
PROPERTY

RUBY PIPELINE LLC

301AU-001.1A

Sheet: 2 of 2
Type: LANDDEV
Rev. 0