



RUBY PIPELINE, L.L.C.

03/01/2010 09:26:11 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	<u>Oregon</u>	)	LL	<u>301AU-001</u>
		)ss.		
COUNTY OF	<u>Klamath</u>	)	CO	<u>135188</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"), 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 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 (50) feet in width throughout, extending on, over and across the above-described land.

COMPANY's use of the Right of Way and Easement will be as described 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 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 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 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 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 Right of Way and Easement area. The COMPANY will not dispose of any "waste" on the OWNER's 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 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.

The COMPANY may assign the Right of Way and Easement with the prior written consent of the OWNER, which consent will not be unreasonably withheld. The Right of Way and Easement Agreement may not be assigned in part to allow uses by third-party utilities.

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.

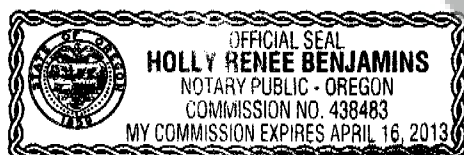
Executed this 27<sup>th</sup> day of January 2002 2010

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

# VICTOR A. & PENELOPE TERRY

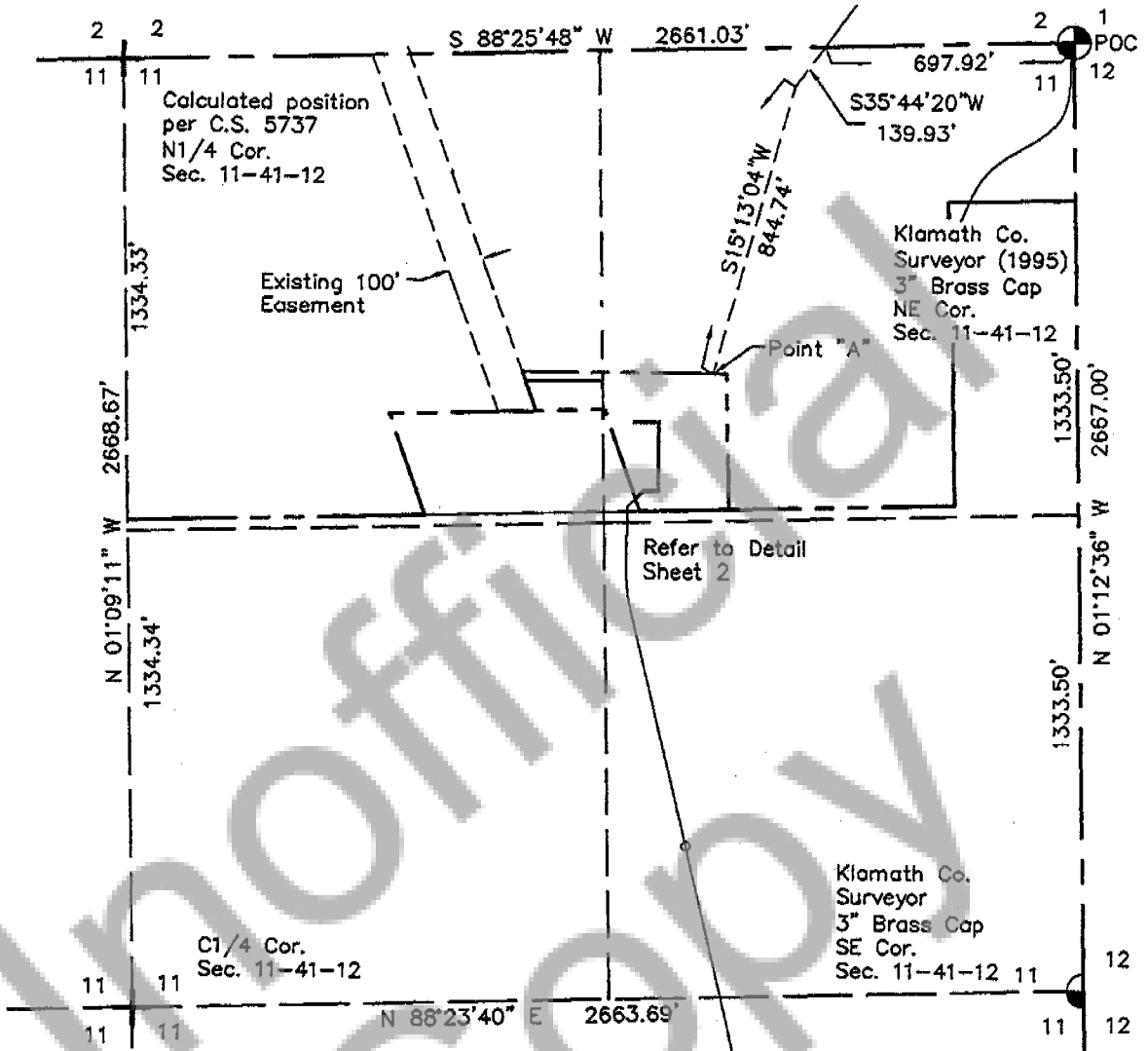
546.5± FEET  
33.12± RODS  
0.63± ACRES



SCALE: 1" = 500'  
0 250' 500'

## LEGEND

- FOUND SECTION CORNER
- FOUND QUARTER CORNER
- FOUND SIXTEENTH CORNER
- CALCULATED CORNER
- EASEMENT PI
- POINT OF COMMENCING
- POINT OF BEGINNING
- POINT OF TERMINUS



## CERTIFICATE OF SURVEYOR

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.

### 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 - 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

Renewal Date 12/31/2011

REFER TO SHEET 2 OF 2  
FOR EXHIBIT DRAWING &  
LEGAL DESCRIPTION

REF. DWG: LINE LIST NO.: 301A-1  
SURVEYED AND PREPARED BY:



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
Dft: JDB	Date: 10-08-09
Chk: TLJ	Date: 11-05-09
Appr: DEA	Date: 01/12/10
Project ID: 128576	Scale: 1"=500'
Filename: 301-AU-001.DWG	

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

**RUBY PIPELINE LLC**

301AU-001

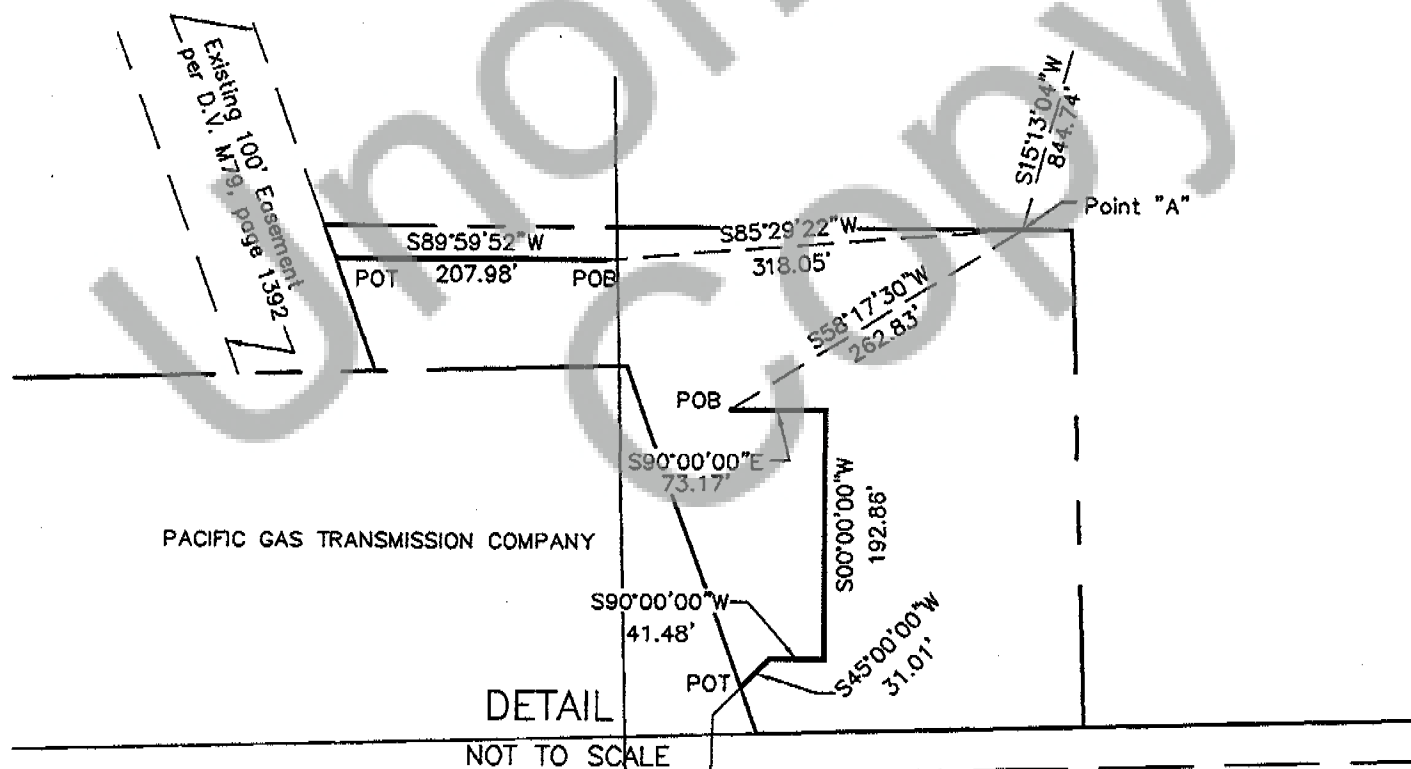
Sheet: 1 of 2  
Type: LANDDEV  
Rev. 4

546.5± FEET  
33.12± RODS  
0.63± ACRES

Commencing from the Northeast Corner of the North Half of the Northeast Quarter of said Section 11; thence South 88 degrees 25 minutes 48 seconds West, along the North Line of the Northeast Quarter of said Section 11, a distance of 697.92; 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 a point being herein referred to as Point "A"; thence South 85 degrees 29 minutes 22 seconds West, a distance of 318.05 feet; to the Point of Beginning; thence South 89 degrees 59 minutes 52 seconds West, a distance of 207.98 feet, more or less to the East line of the 100 foot wide pipeline easement recorded in Volume M 79 at Page 1392 in the Klamath County Recorder's office and the Point of Terminus. Containing 10,399 Square Feet or 0.24 Acres, more or less.

Together with all that part of a 50.00 foot easement lying 25.00' on each side of the following described centerline:


Extending or shortening the side lines to close upon the East property line of the Pacific Gas Transmission Company property.



REFER TO SHEET 1 OF 2  
FOR EXHIBIT DRAWING

Division: ROCKY MOUNTAIN		Op. Area: ELKO	
State: OREGON		Co./Par.: KLAMATH	
Section: 11	Township: 41S	Range: 12E	
Dft: JDB	Date: 10/08/09	Project ID: 128576	
Chk: TLJ	Date: 10-20-09	Scale: NTS	
Appr: DEA	Date: 01/12/10	Filename: 301-AU-001.DWG	

4	10/27/09	JDB	REVISED ALIGNMENT		
3	10/13/09	JDB	REVISED ALIGNMENT		
2	04/03/09	JDB	DRAWING SCALE		
1	3/13/09	JDB	REVISED ALIGNMENT		
NO.	DATE	BY	DESCRIPTION	PROJ. ID	APPR.

REVISIONS		
LAND PLAT RUBY PIPELINE - LN 301A CROSSING VICTOR A. AND PENELOPE TERRY PROPERTY	 RUBY PIPELINE LLC	
	301AU-001A	Sheet: 2 of 2 Type: LANDDEV
		Rev. 4