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04/26/2010 08:42:32 AM

Fee: \$57.00

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

RUBY PIPELINE, L.L.C.

RIGHT OF WAY AND EASEMENT AGREEMENT

STATE OF	<u>Oregon</u>	)	LL	<u>Ruby - LL# 4124</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 13 East, Section 19: SW1/4 NW1/4, SW1/4

more particularly shown on Plat No(s) 300AU-4124, 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.

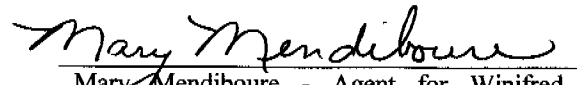
TO HAVE AND TO HOLD said Right of Way and Easement unto said COMPANY, its successors and assigns, until such pipeline be constructed and so long thereafter as a pipe line is maintained thereon; and the undersigned hereby bind themselves, and their heirs, executors, administrators, successors and assigns, 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 19<sup>th</sup> day of February 2010

OWNER(s)

  
Mary Mendiboure - Agent for Winifred  
Mendiboure, by Power of Attorney dated  
January 29, 2010

## ACKNOWLEDGMENT

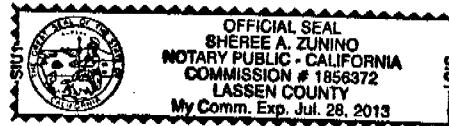
State of California  
County of LASSEN

On 2/19/10 before me, SHEREE A ZUNINO  
(insert name and title of the officer)

personally appeared MARC MENDIBOURE  
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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



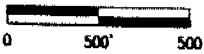
Signature SHEREE A ZUNINO (Seal)

# WINIFRED MENDIBOURE

1743.71 FEET  
105.68 RODS  
2.002 ACRES

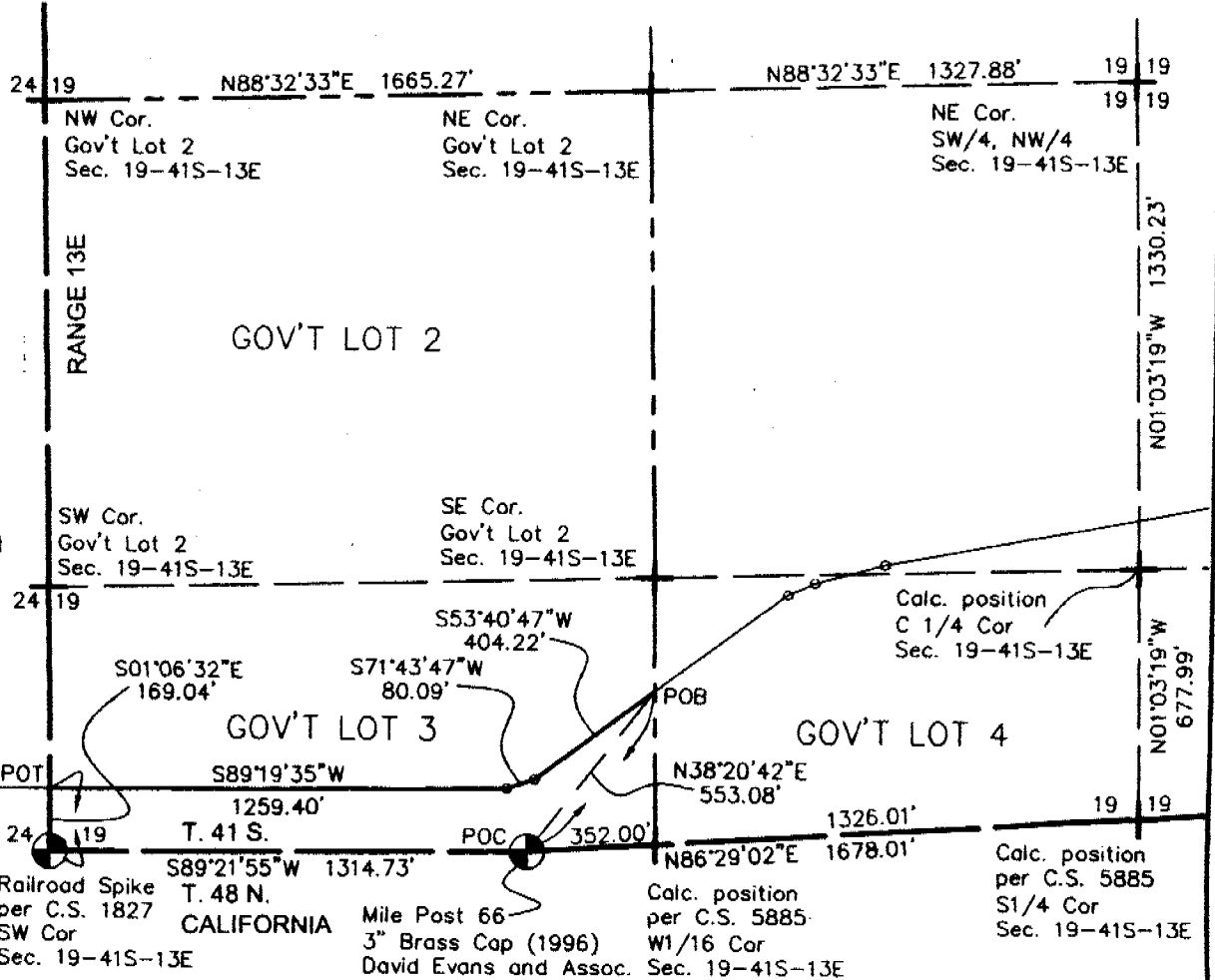


SCALE: 1" = 500'



## 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, 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, 2008, NAD1983 Datum, NAVD1988 Datum, Geoid Model 03, and adjusted to established CORS stations.
- 5.) Combined adjustment factor: 1.00036435 (Grid to Ground).

REFER TO SHEET 2 OF 2  
FOR LEGAL DESCRIPTION

REF. DWG:

LINE LIST NO.: 4124

**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.

### REVISIONS

Division: ROCKY MOUNTAIN	Op. Area: ELKO
State: OREGON	Co./Par.: KLAMATH
Section: 19	Township: 41 S Range: 13 E
Dft: HEP	Date: JULY 2009 Project ID: 128576
Chk: RJL	Date: Scale: 1"=500'
Appr: RJL	Date: Filename: 0300-AU-4124

**LAND PLAT**  
**RUBY PIPELINE - LN 300A**  
**CROSSING**  
**WINIFRED MENDIBOURE**  
**PROPERTY**

**RUBY PIPELINE LLC**

**300AU-4124**

Sheet: 1 of 2  
Type: LANDDEV  
Rev. 0

**WINIFRED MENDIBOURE**

1743.71 FEET  
105.68 RODS  
2.002 ACRES

A 50.00 foot easement for pipeline purposes across a portion of Government Lot 3, Section 19, Township 41 South, Range 13 East, Willamette Meridian, Klamath County, Oregon. Said easement being 25.00 feet on each side of the following described centerline:


Commencing from Mile Post 66 of the Oregon-California border of Section 19; thence North 38 degrees 20 minutes 42 seconds East, a distance 553.08 feet, to the East Line of Government Lot 3 of said Section 19 and the Point of Beginning; thence South 53 degrees 40 minutes 47 seconds West, a distance of 404.22 feet; thence South 71 degrees 43 minutes 47 seconds West, a distance of 80.09 feet; thence South 89 degrees 19 minutes 35 seconds West, a distance of 1259.40 feet to the West Line of Government Lot 3 and the Point of Terminus, from which the Southwest Corner of said Section 19 bears South 01 degrees 06 minutes 32 seconds East, a distance of 169.04 feet.

Extending or shortening the sidelines to close upon the East and West Lines of Government Lot 3. Containing 87,185.45 square feet or 2.002 acres.

REFER TO SHEET 1 OF 2  
FOR EXHIBIT DRAWING

REF. DWG:

LINE LIST NO.: 4124

<b>ADKINS</b> <small>CONSULTING ENGINEERS, INC.</small> 2850 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		NO.		DATE		BY	
State: OREGON		Co./Par.: KLAMATH		DESCRIPTION		PROJ. ID		APPR.	
Section: 19		Township: 41 S		Range: 13 E					
Dft: HEP		Date: JULY 2009		Project ID: 128576					
Chk: RJL		Date:		Scale: 1"=500'					
Appr: RJL		Date:		Filename: 0300-AU-4124					
<b>LAND PLAT</b> <b>RUBY PIPELINE - LN 300A</b> <b>CROSSING</b> <b>WINIFRED MENDIBOURE</b> <b>PROPERTY</b>				 <b>RUBY PIPELINE LLC</b>					
				300AU-4124A		Sheet: 2 of 2		Rev. 0	
						Type: LANDDEV			