

**2010-005976**

**Klamath County, Oregon**



00084334201000059760060069

05/17/2010 09:46:39 AM

Fee: \$62.00

May 11, 2010

Right of Way Easement Agreement MDB LLC (Grantors) and Ruby Pipeline  
LLC (Grantees)

Please return re-recorded document to:

Denise Toney

Ruby Pipeline LLC

2 N Nevada Ave #524

Colorado Springs, CO 80903

719-520-4543

2009-012446

Klamath County, Oregon

00072856200900124460050053

09/21/2009 09:29:24 AM

Fee: \$41.00

After Recording Return To:  
Ruby Pipeline LLC - Land Dept  
2 N Nevada Ave #524  
Colorado Springs, CO 80903

RUBY PIPELINE, L.L.C.

RIGHT OF WAY AND EASEMENT AGREEMENT

STATE OF	<u>Oregon</u>	)	LL	<u>Ruby - LL# 4123</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: SE1/4 NW1/4, NE1/4 SW1/4

more particularly shown on Plat No(s) 300AU-4123, 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 15<sup>th</sup> day of September 200 9

OWNER(s)

MDB LLC

By: Michael Byrne

Title: Partner

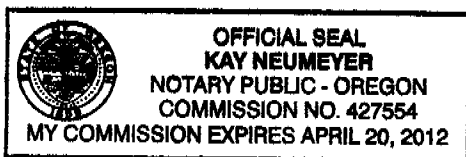
CORPORATE ACKNOWLEDGEMENT

STATE OF Oregon )  
 )ss.  
COUNTY OF Klamath )

BEFORE ME, THE UNDERSIGNED, A Notary Public, within and for said State and County on this 1st day of September, 2009, personally appeared Mike Byrne a partner, for MOB LLC, 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 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]



Kay Neumeier  
Notary Public  
Malin Oregon  
Address

My Commission expires:

April 20, 2012

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, THE UNDERSIGNED, A Notary Public, within and for said State and County on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, personally appeared \_\_\_\_\_ a \_\_\_\_\_, for \_\_\_\_\_, 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 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]

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Address

My Commission expires:

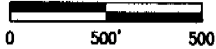
\_\_\_\_\_

M.D.B., L.L.C.

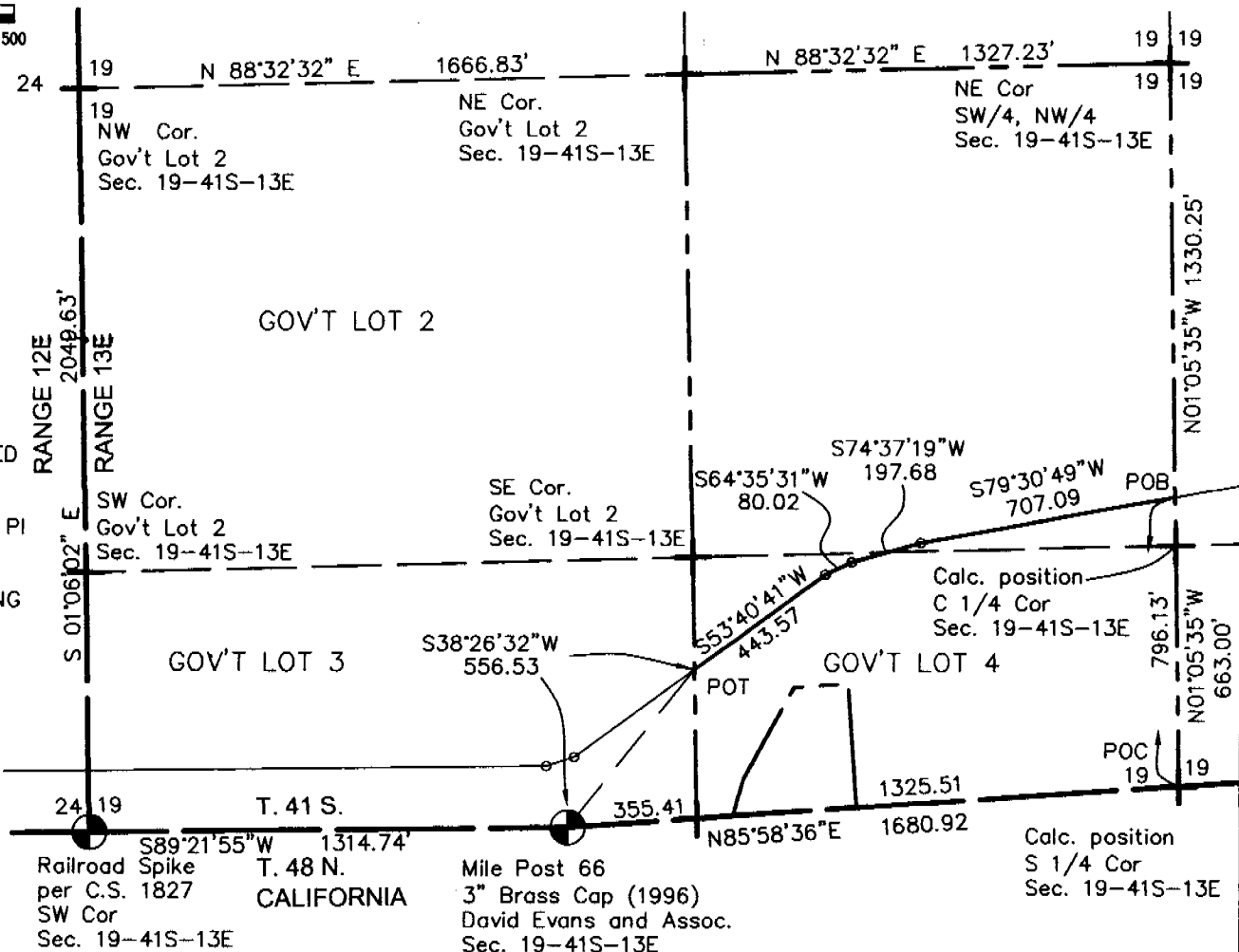
1428.36 FEET  
86.57 RODS  
1.640 ACRES



SCALE: 1" = 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: 1.00036424 (Grid to Ground).

**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**

*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.: 4123

<b>ADKINS</b>		SURVEYED AND PREPARED BY:			
CONSULTING ENGINEERS, INC.		Engineers • Planners • Surveyors			
2950 Shasta Way (541) 884-4666		Klamath Falls, Oregon 97603 FAX (541) 884-5335			
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-4123			
<b>LAND PLAT RUBY PIPELINE - LN 300A CROSSING M.D.B., L.L.C. PROPERTY</b>				<b>RUBY PIPELINE LLC</b>	
300AU-4123				Sheet: 1 of 2	Rev. 0
Type: LANDDEV					

M.D.B., L.L.C.

1428.36 FEET  
86.57 RODS  
1.640 ACRES



A 50.00 foot easement for pipeline purposes across a portion of Government Lot 4 and the Southeast Quarter of the Northwest Quarter of 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 the South Quarter corner of said Section 19; thence along the East line of Government Lot 4 and the East Line of the Southeast Quarter of the Northwest Quarter of said Section 19, North 01 degrees 05 minutes 35 seconds West, a distance of 796.13 feet to the Point of Beginning; thence South 79 degrees 30 minutes 49 seconds West, a distance of 707.09 feet; thence South 74 degrees 37 minutes 19 seconds West, a distance of 197.68 feet; thence South 64 degrees 35 minutes 31 seconds West, a distance of 80.02 feet; thence South 53 degrees 40 minutes 41 seconds West, a distance of 443.57 feet to the West line of said Government Lot 4 and the Point of Terminus, from which Mile Post 66 of the Oregon-California border bears South 38 degrees 26 minutes 32 seconds West, a distance of 556.53 feet.

Extending or shortening the sidelines to close upon the East Line of the Southeast Quarter of the Northwest Quarter, and the West Line of Government Lot 4. Containing 71,419 square feet or 1.64 acres, more or less.

REFER TO SHEET 1 OF 2  
FOR EXHIBIT DRAWING

REF. DWG: LINE LIST NO.: 4123

 <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		<b>LAND PLAT</b> <b>RUBY PIPELINE - LN 300A</b> <b>CROSSING</b> <b>M.D.B., L.L.C.</b> <b>PROPERTY</b>					
State: OREGON		Co./Par.: KLAMATH							
Section: 19		Township: 41 S		Range: 13 E		 <b>RUBY PIPELINE LLC</b>			
Dft: HEP		Date: JULY 2009		Project ID: 128576					
Chk: RJL		Date:		Scale: 1"=500'					
Appr: RJL		Date:		Filename: 0300-AU-4123		300AU-4123A		Sheet: 2 of 2	Rev. 0
								Type: LANDDEV	