2010-010697 Klamath County, Oregon

00089978201000106970050057

09/09/2010 02:22:25 PM

Fee: \$57.00

Recording Requested By, and When Recorded Return To:

Steven J. McNulty, Land Supervisor TransCanada – GTN Systems 201 W. North River Drive, Suite 505 Spokane, WA 99201

GTN Parcel No.: OR-KL-0171

EXCLUSIVE EASEMENT

Edwin Jr. Stastny and Diana Stastny, husband and wife, Recorded Owners, hereinafter called Grantor, in consideration of value paid by TransCanada – GTN Systems, whose address is 201 W. North River Drive, Suite 505, Spokane, WA 99201, hereinafter called Grantee, the adequacy and receipt where of are hereby acknowledged, hereby grants to Grantee the exclusive right to use, occupy, and enclose with a fence for purposes of excavating for, installing, maintaining, operating, replacing (of the initial or any other size), protecting and removing Grantee's aboveground appurtenances to its pipeline or lines within the herein described parcel of land which is situated in the County of Klamath, State of Oregon, described as follows:

See Exhibit "A" attached hereto and made a part hereof.

Described in DWG FILE: SvRSO2Mhes0001to be used as a Meter Station Interconnect Site.

It is agreed between the parties that as soon as Grantee has completed the installation of the initial pipeline and above-ground appurtenances the aforesaid parcel shall be restricted to the following:

That portion of the said lands of Grantor above described in DWG FILE: SvRSO2Mhes0001.

Grantee may further define the location of said tract by recording a "Notice of Location" referring to this instrument and setting forth a legal description of the location of said initial installation or said tract, which description may be set forth by map attached to said Notice. A copy of said Notice shall be delivered to Grantor.

Grantor further grants to Grantee:

- (a) the right to use such portion of said lands adjacent to and along said tract as may be reasonably necessary in connection with the installation, repair, replacement and removal of the above-ground appurtenances, or any other facilities;
- (b) the right of ingress to and egress from said tract over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such practicable route or routes as shall occasion the least damage and inconvenience to Grantor;
- (c) the right from time to time to trim and to cut down and to clear away any and all trees and brush now or hereafter on said tract and to trim and to cut down and to clear away any trees on either side of said strip which now or hereafter in the opinion of Grantee may be a hazard to Grantee's facilities or may interfere with the exercise of Grantee's rights hereunder;

Grantee hereby covenants and agrees:

- (a) Grantee shall pay Grantor the reasonable amount of actual damages to crops, timber, livestock, fences, buildings, private roads, and other improvements caused by Grantee or its agents or employees on said lands in the construction, reconstruction, and or maintenance of the above-ground appurtenances to its pipeline or lines or in the exercise of the right of ingress or egress;
- (b) Grantee shall indemnify Grantor against any loss or damage which shall be caused by any wrongful or negligent act or omission of Grantee or of its agents or employees in the course of their employment.
- (c) Grantor reserves the right to use said tract for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted, provided that Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction on said tract, or diminish or substantially add to the ground cover over said pipelines or any other facilities. Grantor further agrees not to grant any easement or easements on, under or over said tract without written consent of Grantee.

Should the Grantee decide to abandon the improvements in the easement Area, the Grantee may, at its option, either leave the improvements in place or remove them. In the event of the Grantee elects to remove the improvements, the Grantee shall restore the Easement Area as nearly as practicable to its condition prior to removal. In the event the Grantee elects to abandon the improvements in place, the Grantee shall comply with all laws, rules and regulations relating to such abandonment applicable at that time. In either event, Grantee will send to Grantor (or the current owner of the Easement Area) written notice of Grantee's intent and a date by which the improvements in the Easement Area will be abandoned.

The rights and privileges granted herein are divisible and assignable by Grantee in whole or in part, and the terms and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, representors, successors and assigns of the parties hereto.

The provisions herein granted shall inure to the benefit of and bind the heirs, successors, and

assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Title:

Exclosive Eggement

STATE OF ORCE OU §
STATE OF CHECOUS \$ COUNTY OF LAMAULS \$
On this <u>09</u> day of <u>500 to UBER</u> , 200, before me appeared Edwin Jr. Stastny and Diana Stastny, husband and wife, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledge to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.
OFFICIAL SEAL MELODY SMITH NOTARY PUBLIC - OREGON COMMISSION NO. 423866 MY COMMISSION EXPIRES DECEMBER 8, 2011 NOTARY PUBLIC My Commission Expires: 12-08-2011
STATE OF ORGON §
COUNTY OF KILD &
On this <u>09</u> day of <u>soptember</u> 200, before me appeared <u>steven 5. Month</u> to me personally known, who being duly sworn, did say that he, the said <u>Document</u> is the <u>LANA supervisor</u> TransCanada – GTN Systems, the within named limited liability company, and that the said instrument was signed in behalf of the said company by authority of its Board of Directors, and <u>Staven 5 Western</u> cknowledges said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

OFFICIAL SEAL

MELODY SMITH

NOTARY PUBLIC - OREGON

COMMISSION NO. 423866

MY COMMISSION EXPIRES DECEMBER 8, 2011

NOTARY PUBLIC

My Commission Expires: 12-08

Exclusive Equement

FOUND 2-1/2" ALUMINUM CAP STAMPED "GENERAL LAND OFFICE, B7M, Q/C, 1917"

STATE LINE OREGON CALIFORNIA

Exhibit A

CENTERLINE 36* PIPELINE RIGHT-OF-WAY AS PER PACIFIC GAS TRANSMISSION COMPANY DRAWNG NUMBER 700-A-RW-853.

DRAWING 700-B-RW-1154

LEGAL DESCRIPTION FOR PARCEL:

LEGEND:

SET 5/8"x30" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "D.E.A. INC."

FOUND MONUMENT (AS NOTED)

A PORTION OF THE SOUTHEAST ONE-QUARTER AND SOUTHWEST ONE-CUARTER OF SECTION 24, TOWNSHIP 41 SOUTH, RANGE 12 EAST OF THE MILLAWETTE MERBIOLAY, IN THE COUNTY OF KLAMATH AND THE STATE OF CREGON, BEING PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 88' 56' 33" EAST, A DISTANCE OF 1335.40 FEET FROM A 2 1/2" CGRERAL LAMD FROE BRASS DISK MONUMENT BEING NO THE GEGON-CALIFORNIA BORDER AND KNOWN AS MILEPOST 67: THENCE LEAVING SAID BORDER, NORTH 13' 15' 10" MEST, A DISTANCE OF 24.31 FEET TO THE RUE POINT OF BEENNING, THENCE NORTH 5' 44' 50" MEST, A DISTANCE OF 75.00 FEET; THENCE NORTH 76' 44' 50" EAST, A DISTANCE OF 15.00 FEET; THENCE NORTH 76' 44' 50" EAST, A DISTANCE OF 15.00 FEET; THENCE NORTH 13' 15' 10" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 11' 15' 10" EAST, A DISTANCE OF 75.00 FEET TO THE TRUE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION BEING BASED ON OREGON COORDINATE SOUTH ZONE, N.A.D. 83. CONTAINING 10,875 SQUARE FEET OR 0.250 ACRES, MORE OR LESS.

DESCRIPTION FOR EASEMENT:

A PORTAU OF THE SOUTHEAST ONE-QUARTER AND SOUTHMEST ONE-QUARTER OF SECTION 24, TOWNSHIP 41 SOUTH, RANGE 12 EAST OF THE MILLAMETTE MERDIDAN, IN THE COUNTY OF KLAMATH AND THE STATE OF OREGON, BEING PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 88' 56' 33" EAST, A DISTANCE OF 1288.85 FEET FROM A 2-1/2" GENERAL LAND GFFICE BRASS DISK MINURENT BENG ON THE OREGON-CALIFORNIA GROZER AND KNOWN AS MILEPOST 67, ALSO BENG THE OREGON-CALIFORNIA GROZER AND KNOWN AS SAID BROZER NORTH 17 15' 10" MEST, A DISTANCE OF 194.86 FEET, THENCE NORTH 11' 15' 10' MEST, A DISTANCE OF 30.40 FEET, TO THE SOUTH PROPERTY LINE OF THE TUSCARORA NITERCONNECT SITE, THENCE NORTH 76' 44' 50" EAST, A DISTANCE OF 40.40 FEET ALDNG SAID LINE, THENCE LEARING SAID LINE SOUTH 13' 15' 10" EAST, A DISTANCE OF 229.86 FEET TO THE OREGON-CALIFORNIA BORDER, THENCE MORTH 68' 56' 33" MEST, A DISTANCE OF 20.64 FEET TO THE TITLE POINT ON BEGINNING.

CASLINE RIGHT-OF-WAY

THE BASIS FOR THIS LEGAL DESCRIPTION IS BASED ON THE OREGON COORDINATE SOUTH ZONE, N.A.D. 83. CONTAINING 5148.21 SQUARE FEET OR 0.118 ACRES, MORE OR LESS.

<u> 131510. W 75.00</u>

AREA: 10,875 SQ. FT. 0.250 ACRES

TRUE POINT OF PARCEL

N 131510" W 30,00

-- PROPOSED EASEMENT STATE LINE EXISTING RIGHT-OF-WAY EXISTING CENTERLINE PROPOSED PROPERTY LINE

\$ 88'56'33" E 1335,40 BEGINNING 9.148 s LOVENESS ROAD 20.64 n 1318,10, n -COUNTY ROAD 1120

DAVID EVANS
AND ASSOCIATES INC.
2100 Southwest River Parkway
Portland Oregon 97201
Phone: 603.223.6663

PROPERTY DESCRIPTION

FÖR

M&H ENERGY SERVICES - TUSCARORA SITE

SITUATED IN THE SOUTHEAST AND SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 41 SOUTH, RANGE 12 EAST, GOVERNMENT LOT 2 AND 3, WILLAMETTE MERIDIAN

KLAMATH COUNTY, OREGON

RENEWS:

6/30,

SHEET NO. DRAWING PILE: SvRS02l4hes0001

DATE: AUG. 31, 2010 N: RRJ I: TAS

DESIGN: DRAWN:

CHECKED:

SCALE: 1"=40"

PROJECT NUMBER:

MHES0000-0001