

2010-010697

Klamath County, Oregon



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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 above-ground 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: SvRSO2Mhes0001 to 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.

IN WITNESS WHEREOF the parties have executed these presents this 9th day of Sept, 2010.

Edwin Jr. Stastny
Edwin Jr. Stastny

Diana F. Stastny
Diana Stastny

TransCanada – GTN Systems (Grantee)

By: Steven J. McNulty
Title: Land Supervisor

By: _____

Title: _____

Exclusive Easement

STATE OF Oregon §
COUNTY OF Klamath §

On this 09 day of September, 20010, 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.



Melody Smith

NOTARY PUBLIC

My Commission Expires: 12-08-2011

STATE OF Oregon §
COUNTY OF Klamath §

On this 09 day of September, 20010, before me appeared Steven S. McNulty to me personally known, who being duly sworn, did say that he, the said Document is the Lead Supervisor 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 Steven S. McNulty acknowledges 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.



Melody Smith

NOTARY PUBLIC

My Commission Expires: 12-08-2011

Exclusive Easement

