

**RECORDING COVER SHEET (Please Print or Type)**  
The information on this sheet is a reflection of the attached instrument for the purpose of meeting first page recording requirements, ORS 205.234.

If this cover page is included with your document, please add \$5.00 to the total recording fees.

**2013-008210**

**Klamath County, Oregon**

**07/19/2013 09:07:05 AM**

**Fee: \$72.00**

**AFTER RECORDING RETURN TO:**

Pacific Connector Gas Pipeline

832 NW Highland Street

Roseburg, OR 97470

*AmeriTitle CRK 13004*

**1) TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)**

Right-of-way and Easement and Construction Workspace

**2) DIRECT PARTY / GRANTOR(S) ORS 205.125(1)(b) and 205.160**

Reeves, Lori & Gordon

11516 Hwy 66

Klamath Falls, Or 9760

**3) INDIRECT PARTY / GRANTEE(S) ORS 205.125(1)(a) and 205.160**

Williams Pacific Connector Gas Operator LLC

PO Box 58900

Salt Lake City, UT 84158-0900

**4) TRUE AND ACTUAL CONSIDERATION**

ORS 93.030(5) – Amount in dollars or other

\$ 2581.99

☐ Other

**5) SEND TAX STATEMENTS TO:**

No Change

**6) SATISFACTION of ORDER or WARRANT**

ORS 205.125(1)(e)

CHECK ONE: ☐ FULL

(If applicable) ☐ PARTIAL

**7) The amount of the monetary obligation imposed by the order or warrant. ORS 205.125(1)(c)**

\$ \_\_\_\_\_

**8) If this instrument is being Re-Recorded, complete the following statement, in**

**accordance with ORS 205.244: "RERECORDED TO CORRECT**

**BOOK \_\_\_\_\_ AND PAGE \_\_\_\_\_, OR AS FEE NUMBER \_\_\_\_\_."**

**WILLIAMS PACIFIC CONNECTOR GAS OPERATOR LLC  
RIGHT-OF-WAY AND EASEMENT**

On this, the 15 day of July, 20 13, for Ten Dollars (\$10.00) and other valuable consideration,

**Gordon Reeves and Lori Reeves, Husband and Wife**

("Grantor"), whose address is 11516 Hwy 66, Klamath Falls, OR 97601, does hereby grant, sell and convey to **WILLIAMS PACIFIC CONNECTOR GAS OPERATOR LLC**, a Delaware limited liability company, P.O. Box 58900, Salt Lake City, Utah 84158-0900 ("Grantee"), its successors and assigns, an exclusive right-of-way and easement ("Easement") to locate, survey, construct, entrench, maintain, repair, replace, protect, inspect and operate a pipeline or pipelines, cathodic equipment and/or appurtenances which may be constructed above or below ground including but not limited to valves and metering equipment; electrical and/or communications cable, underground conduit, splicing boxes; and roads ("facilities") which may be over, under and through the land described below. Grantor warrants that it is the owner in fee simple of the land, situated in the County of Klamath, State of Oregon, to wit:

That certain parcel of land being described as lying in part of the NW 1/4 of Section 33, Township 39 South, Range 8 East of the Willamette Meridian, the and being more particularly described on the attached Exhibit "A-1"

Also known by County Assessor Parcel Number(s):  
Map Tax number(s):

**R502263**

**R-3908-033B0-02300-000**

A centerline survey description of the pipeline is described in Exhibit "A" attached and made a part of this agreement. The Easement is located approximately along the line that has or shall be designated by Grantee, on a right-of-way 50 (Fifty) feet in width being 25 (Twenty-five) feet on both sides of the centerline of the **36" pipeline** constructed hereunder and which encumbers approximately **0.193** Acres.

This Easement conveys to Grantee the right of ingress and egress to and from, and access on and within said right-of-way, with the right to use existing and future roads for the purposes of surveying, constructing, inspecting, repairing, protecting, operating and maintaining the facilities and the addition, removal or replacement of same at will, either in whole or in part, with either like or different size pipe ("work"). Grantee may use such portions of the property along and adjacent to said right-of-way as may be reasonably necessary during construction of the pipeline, and as clearly defined and shown in Exhibit "A".

Grantee agrees that within a reasonable time following the completion of its work and subject to weather and/or soil conditions, Grantee shall, as near as practicable, restore said right-of-way to its original contour and condition. Grantee agrees to compensate Grantor adequately for damages which directly result from its work, including loss of business, timber, growing crops, pasture and livestock. Any other recognizable damages to other real or personal property that resulted from its work shall be repaired by Grantee, or the Grantor shall be compensated for such repairs. Grantee shall have the right to cut and to keep clear without payment of damages all trees, brush, native growth or foliage and other obstructions that may, in the Grantee's opinion, endanger, hinder or conflict with the construction operation, inspection, protection, maintenance and use of said facilities.

Grantee shall possess the above-described rights and Easement, together with all rights necessary to operate, protect and maintain the facilities within the right-of-way granted to the Grantee, its successors and assigns. Grantee may assign the rights and Easement granted under this agreement, either in whole or in part, subject to the terms of this grant, with such rights and Easement deemed to be covenants running with the land and to be binding upon Grantor, its heirs, legal representatives and successors in title.

Grantee may at any time permanently abandon said right-of-way and Easement and, at its discretion, may remove or abandon in place the improvements constructed on it. Upon such abandonment action, Grantee may, at its discretion, execute and record a reconveyance and release of this Easement whereupon this right-of-way and Easement with all rights and privileges mutually granted shall be fully canceled and terminated.

Grantor reserves the right to use and enjoy said property except for the purposes granted in this Easement. Any pipeline constructed by Grantee across lands under cultivation shall, at the time of construction, be buried to a minimum of 5 (five) feet of cover from top of the pipe as not to interfere with such cultivation. Grantor shall have the right to cultivate, work, plow, harvest and use the land granted within the Easement so long as it shall not hinder, conflict or interfere with Grantee's surface or subsurface rights or disturb its ability to operate, maintain and protect its facilities. No road, reservoir, excavation, change in surface grade, obstruction or structure shall be constructed, created or maintained within the described Easement area.

Grantee shall indemnify and hold Grantor harmless from and against any and all loss, damage, or injury which may result from the construction, operation and maintenance of the facilities; provided, however, that said loss, damage, or injury does not arise out of or result from the actions of the Grantor, (his/her) agents or employees.

Grantor agrees to indemnify Grantee against any environmental liability that predates the date of this Easement or that was caused solely by the Grantor's actions or inactions.

Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and shall be subrogated to such lien and rights.

It is mutually understood and agreed that this Easement and the attached exhibits, as written, cover and include all of the agreements and stipulations between the parties and that no representations or statements, verbal or written, have been made modifying, adding to or changing the terms of this agreement.

The terms, conditions and provisions of this agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties.

IN WITNESS WHEREOF the parties have EXECUTED THIS CONVEYANCE AND AGREEMENT THIS 15 DAY OF July, 20 13.

GRANTOR:  
  
Gordon Reeves

GRANTOR:  
  
Lori Reeves

ACKNOWLEDGMENT

State of OREGON

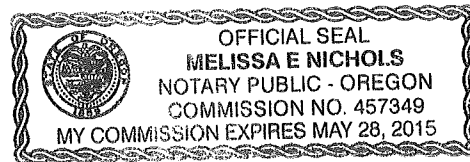
County Of Klamath

This instrument was acknowledged before me on July 15 2013 by  
Gordon Reeves.

Melissa E Nichols  
Notary Public

My Commission Expires:

May 28 2015



ACKNOWLEDGMENT

State of OREGON

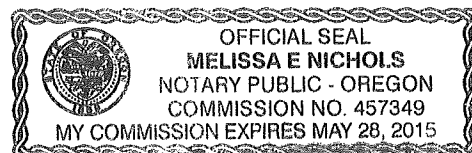
County Of Klamath

This instrument was acknowledged before me on July 15 2013 by  
Lori Reeves.

Melissa E Nichols  
Notary Public

My Commission Expires:

May 28 2015



**WILLIAMS PACIFIC CONNECTOR GAS  
OPERATOR LLC**

**(GRANTEE):**

A handwritten signature in cursive script, appearing to read "D. Randall", is written over a horizontal line.

David Randall, Attorney in Fact

**Tract #(s): KH-621.000**  
**The rest of this page is left intentionally blank.**

ACKNOWLEDGMENT

State of OREGON

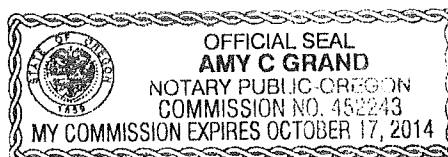
County Of Klamath

This instrument was acknowledged before me on 7/17, 2013 by Deve Randall  
as Attorney-in-Fact of Williams Pacific Connector Gas Operator LLC.

Amy C Grand  
Notary Public

My Commission Expires:

10/17/14



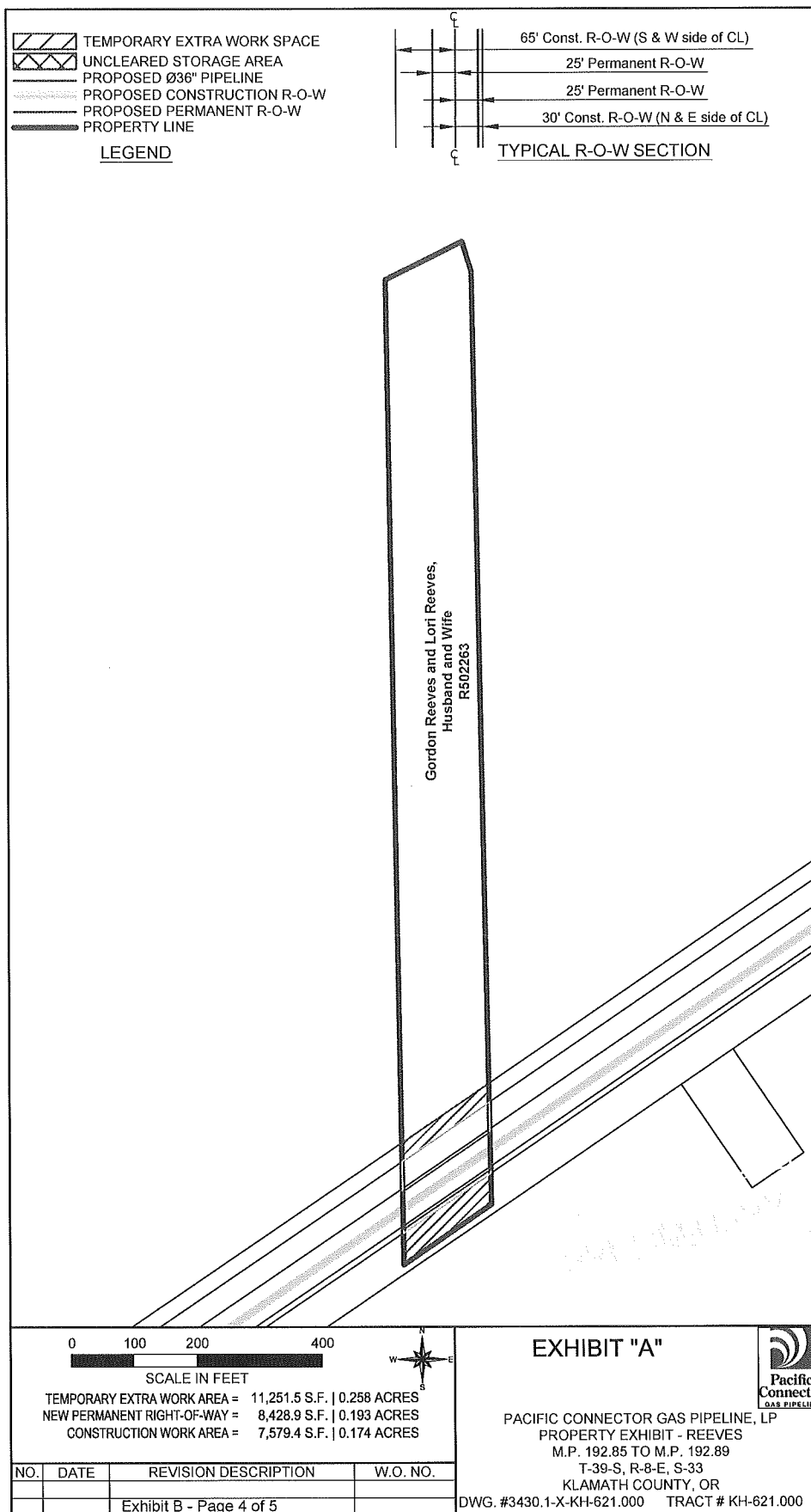



EXHIBIT "A-1"

The NW1/4 of Section 33, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Southerly line of the Klamath Falls-Ashland Highway, known as the Greensprings Highway at a stake which is South 135 feet from the quarter corner common to Sections 28 and 33, Township 39 South, Range 8 East of the Willamette Meridian; thence Southwesterly along the South line of said Highway 962 feet to a point, for the point of beginning; thence Southwesterly 160 feet along the Southerly line of said Highway to a stake; thence South 1639.5 feet parallel with the Westerly line of Section 33, Township and Range, to a stake on the Northerly right of way line of the Weyerhaeuser Logging Railroad; thence Northeasterly along the Northerly line of said right of way to a point due South on the point of beginning on a line parallel from said point of beginning to the Westerly line of said Section 33; thence Northerly parallel with the Westerly line of said Section 33, 1609.50 feet more or less, to the point of beginning, and being in the NW 1/4 of Section 33, Township 39 South, Range 8 East of the Willamette Meridian. LESS that parcel described as follows:

Beginning on the Southerly line of the Klamath Falls-Ashland Highway known as the Greensprings Highway at a stake which is South 135 feet from the quarter corner common to Sections 28 and 33, Township 39 South, Range 8 East of the Willamette Meridian; thence Southwesterly along the South line of said Highway 983 feet to a point for the point of beginning; thence Northeasterly along the Southerly line of said Highway 21 feet to a point which is the Northeasterly corner of a parcel of land described in a deed from B.E. Kerns and Clare Kerns, his wife, to Theodore Zarosinski and Ann Zarosinski, his wife dated December 27, 1944, recorded February 28, 1945 in Book 173 at Page 509, Deed Records of Klamath County, Oregon; thence South along the Easterly line of said tract a distance of 68 feet to a point; thence Northwesterly 69 feet, more or less to the point of beginning.

 **AMERI** **Title** WAS REQUESTED TO  
RECORD THIS INSTRUMENT AS  
AN ACCOMMODATION. IT HAS NOT  
BEEN EXAMINED FOR SUFFICIENCY  
OR ITS EFFECT UPON THE TITLE.