

**2013-009582**  
Klamath County, Oregon  
08/21/2013 09:41:33 AM  
Fee: \$67.00

**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.

**AFTER RECORDING RETURN TO:**

Pacific Connector Gas Pipeline

832 NW Highland Street

Roseburg, OR 97470

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

1) **TITLE(S) OF THE TRANSACTION(S)** ORS 205.234(a)  
RIGHT OF WAY AND EASEMENT

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

Nancy Haskins

12430 Hwy 39

Klamath Falls, OR 97603

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

\$ 2,000.00

☐ 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 \_\_\_\_\_  
PREVIOUSLY RECORDED IN  
BOOK \_\_\_\_\_ AND PAGE \_\_\_\_\_, OR AS FEE NUMBER \_\_\_\_\_."

Att: CRK13007

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

On this, the 14<sup>TH</sup> day of AUG, 20 13, for Ten Dollars (\$10.00) and other valuable consideration,

Nancy Jo Haskins

("Grantor"), whose address is 12430 Hwy 39, Klamath Falls, OR 97603, 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 parcel of land being described as a portion of the S1/2 of the SE1/4 of Section 1, Township 40 South, Range 9 East, of the Willamette Meridian and being more particularly described on the attached Exhibit "A-1"

Also known by County Assessor Parcel Number(s): **R91046**  
Map Tax number(s): **R-4009-00100-01600-000**

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 0.573 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.

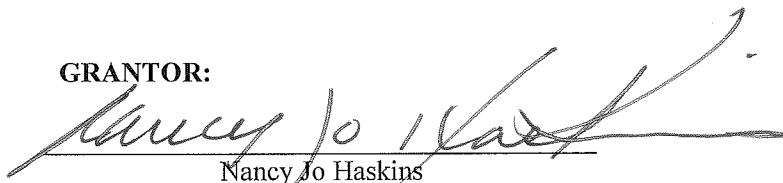
Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and shall be subrogated to such lien and rights.

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 14<sup>TH</sup> DAY OF AUG, 20 13.

**GRANTOR:**


  
Nancy Jo Haskins

KH-715.000

Exhibit B - Page 2 of 5

**WILLIAMS PACIFIC CONNECTOR GAS  
OPERATOR LLC**

**(GRANTEE):**

  
\_\_\_\_\_  
David Randall, Attorney in Fact

**Tract #(s): KH-715.000**  
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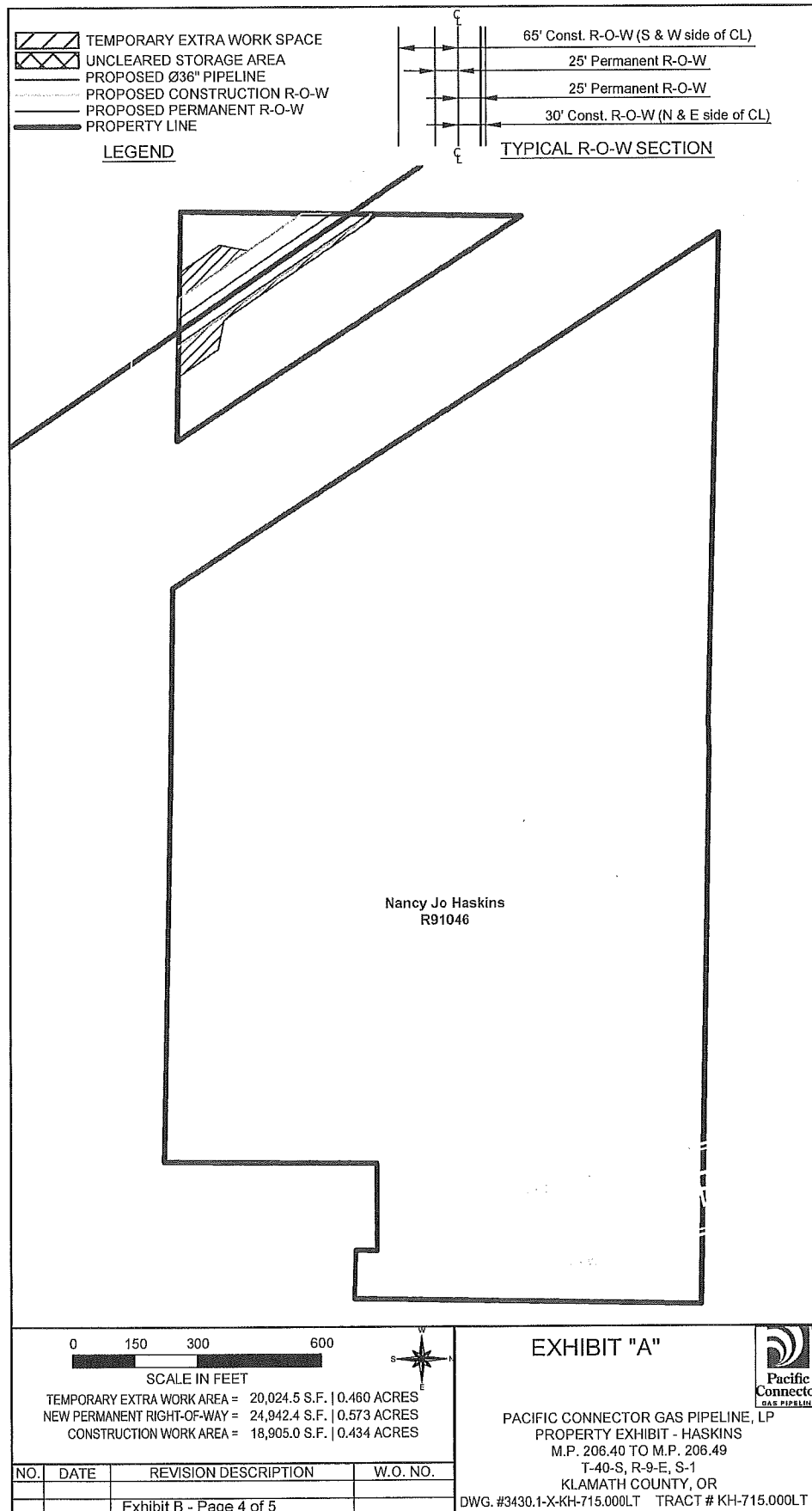


EXHIBIT "A-1"

South half of the Southeast quarter of Section 1, Township 40 South, Range 9 East, of the Willamette Meridian, in Klamath County, Oregon,

EXCEPTING the following described portions thereof:

The approximately one acre conveyed to Mt. Laki Presbyterian Church, by deed recorded in Vol. 35 at page 451 of Klamath County Deed Records;

The approximately one acre conveyed to J.S. McClellan by Deed recorded in Book 81 page 492, of Klamath County Deed Records;

The approximately 2 1/2 acres described as follows: BEGINNING at a point on the South line of said Sec. 1, 165 feet West of the Southeast corner of said Section; thence West along the South line of said Section a distance of 200 feet; thence North 544.5 feet; thence East 200 feet; thence South 544.5 feet to the place of beginning;

Right of way conveyed to Modoc Northern Railroad Company by deed recorded in Vol. 30 at page 583 Klamath County Deed Records;

The public road now known as Lower Klamath Lake Highway containing .93 of an acre.

That portion deeded to the Department of Transportation recorded on August 17, 1987 in Volume M87, page 14753, Microfilm Records of Klamath County, Oregon .

ACKNOWLEDGMENT

State of OREGON

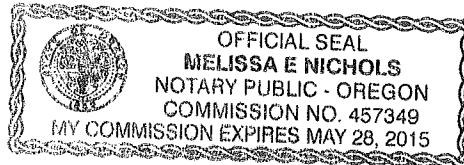
County Of Wlamarth

This instrument was acknowledged before me on Aug 14 2013 by  
Nancy Jo Haskins.

Melissa E. Nichols  
Notary Public

My Commission Expires:

May 28 2015



ACKNOWLEDGMENT

State of OREGON

County Of Jackson

This instrument was acknowledged before me on August 14, 2013 by David Randall  
as Attorney-in-Fact of Williams Pacific Connector Gas Operator LLC.

Nicole R. Poff  
Notary Public

My Commission Expires:

6/6/2017

