

**2013-010088****Klamath County, Oregon**

09/04/2013 11:02:04 AM

Fee: \$107.00

**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

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

Right -A- Way Easement

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

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

Daniel J. &amp; Carol M. Johnson

PO Box 492

Malin, OR 97632

**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

\$ 2828.40

☐ 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 \_\_\_\_\_."

AmeriTitle CRK13013

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

On this, the 22<sup>nd</sup> day of Aug, 20 13, for Ten Dollars (\$10.00) and other valuable consideration, **Daniel J Johnson and Carol M Johnson, as tenants by the entirety** ("Grantor"), whose address is PO Box 492, Malin, OR 97632, 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 Lot 3 of land partition 33-03 in Section 23, 24, and 25, Township 40 South, Range 11 East of the Willamette Meridian, and being more particularly described on the attached Exhibit "A-1"

Also known by County Assessor Parcel Number(s): **R104087**  
Map Tax number(s): **R-4011-00000-06000-000**

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 2.589 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.

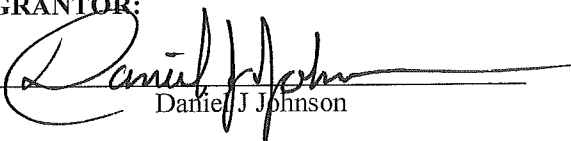
Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and shall be subrogated to such lien and rights.

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.

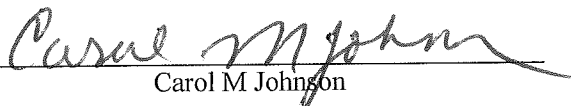
The terms, conditions and provisions of this agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties.

IN WITNESS WHEREOF the parties have EXECUTED THIS CONVEYANCE AND AGREEMENT THIS 22<sup>ND</sup> DAY OF AUG, 20 13.

GRANTOR:

  
Daniel J. Johnson

GRANTOR:

  
Carol M. Johnson

ACKNOWLEDGMENT

State of OREGON

County Of KLAMATH

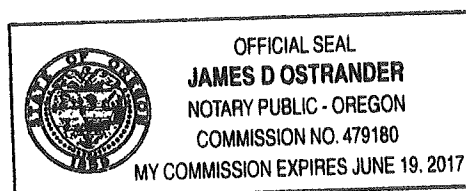
This instrument was acknowledged before me on AUG 22ND 2013 by

CAROL M JOHNSON.

James D. Ostrander  
Notary Public

My Commission Expires:

June 19 2017



ACKNOWLEDGMENT

State of OREGON

County Of Klamath

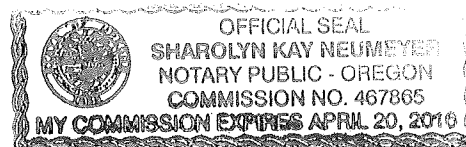
This instrument was acknowledged before me on August 29, 2013 by

Daniel S. Johnson.

Sharolyn Kay Neumeyer  
Notary Public

My Commission Expires:

April 20, 2016



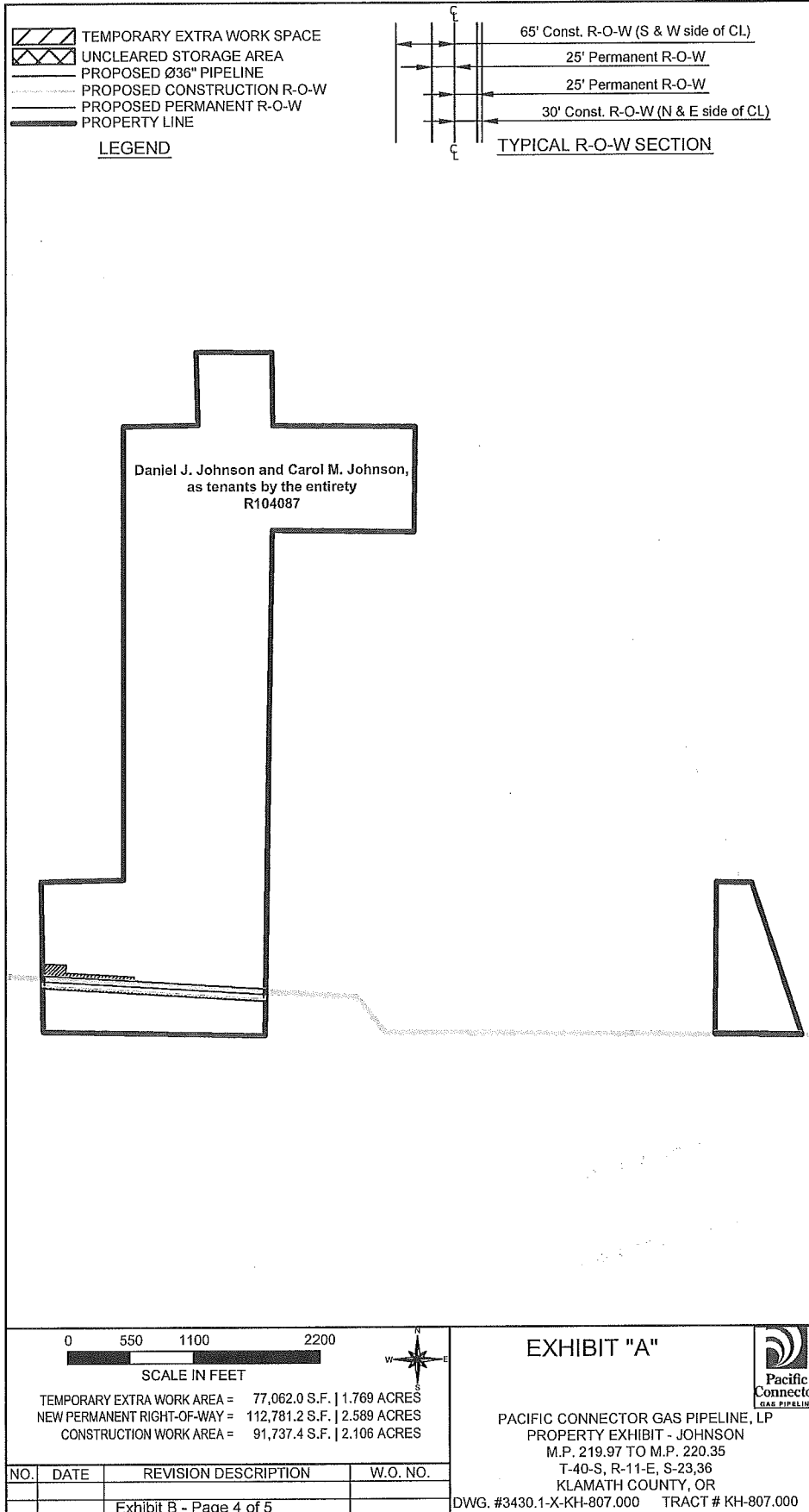
**WILLIAMS PACIFIC CONNECTOR GAS  
OPERATOR LLC**

**(GRANTEE):**

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

David Randall, Attorney in Fact

**Tract #(s): KH-807.000**  
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**EXHIBIT "A-1"**

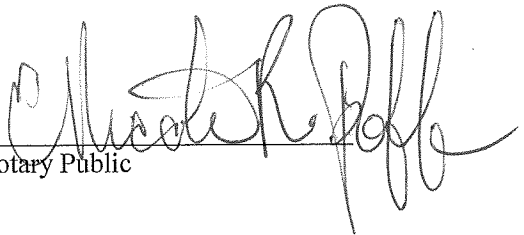
Parcel 3, Land Partition 33-03, being a replat of Parcel 1 of Land Partition 8-01, situated in Section 23, the W1/2 of Section 24, the NW1/4 of Section 25 and the N1/2 of Section 26, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

ACKNOWLEDGMENT

State of OREGON

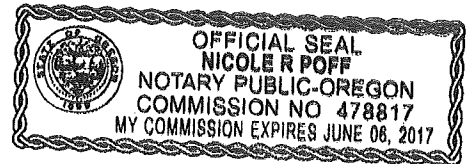
County Of Jackson

This instrument was acknowledged before me on August 30, 2013 by David Randall  
as Attorney-in-Fact of Williams Pacific Connector Gas Operator LLC.

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

My Commission Expires:

6/6/2017





### CONSTRUCTION WORKSPACE AGREEMENT

For Ten Dollars (\$10.00) and other valuable consideration,

**Daniel J Johnson and Carol M Johnson, as tenants by the entirety**

Whose address is PO Box 492, Malin, OR 97632 ("Grantor") does grant to **WILLIAMS PACIFIC CONNECTOR GAS OPERATOR, LLC, a Delaware limited liability company, located at P.O. Box 58900, Salt Lake City, Utah 84158** ("Grantee"), its agents, contractors and employees, the right and privilege of using a parcel of land for the purpose of constructing a **36" Natural Gas Pipeline** ("construction workspace"), which property is situated in Klamath County, State of Oregon, and more particularly described below:

That certain parcel of land being described as lying in part of Lot 3 of land partition 33-03 in Section 23, 24, and 25, Township 40 South, Range 11 East of the Willamette Meridian, and being more particularly described on the attached Exhibit "A-1"

Also known by County Assessor Parcel Number(s): **R104087**

Map Tax number(s): **R-4011-00000-06000-000**

The approximate location of the construction workspace is designated on Exhibit "A" attached hereto and made a part of this agreement.

It is understood and agreed by Grantor and Grantee that said construction workspace is to be used in connection with the construction of Grantee's natural gas pipeline facilities. Upon completion of the above described work and final restoration of the construction workspace, Grantee's interest in said land will revert to Grantor, except as provided by separate instrument.

Grantee agrees that within a reasonable time following the completion of its work and subject to weather and/or soil conditions, will as near as practicable restore said construction workspace to its original contours. Grantee will compensate Grantor for adequately documented damages, directly resulting from its work (i.e. loss of business, timber, growing crops, pasture and livestock). Damages to other real or personal property will be repaired by Grantee or the Grantor will be compensated for such repairs. Specific conditions, which will apply to the initial construction of facilities, are described in Exhibit "B" attached hereto and made a part of this agreement.

Grantee will possess the above-described rights and such rights will be binding upon Grantor, its heirs, legal representatives and successors in title.

Grantee will not be held liable for damages of any kind that arise due to the negligent acts or willful misconduct of the Grantor, its successors, assigns, permittee, agents or contractors.

WITNESS THE EXECUTION THIS \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

**GRANTOR:**

**GRANTOR:**

\_\_\_\_\_  
Daniel J Johnson

\_\_\_\_\_  
Carol M Johnson

**GRANTEE:**

Williams Pacific Connector Gas  
Operator LLC

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David Randall, Attorney in Fact

**Tract #(s): KH-807.000**  
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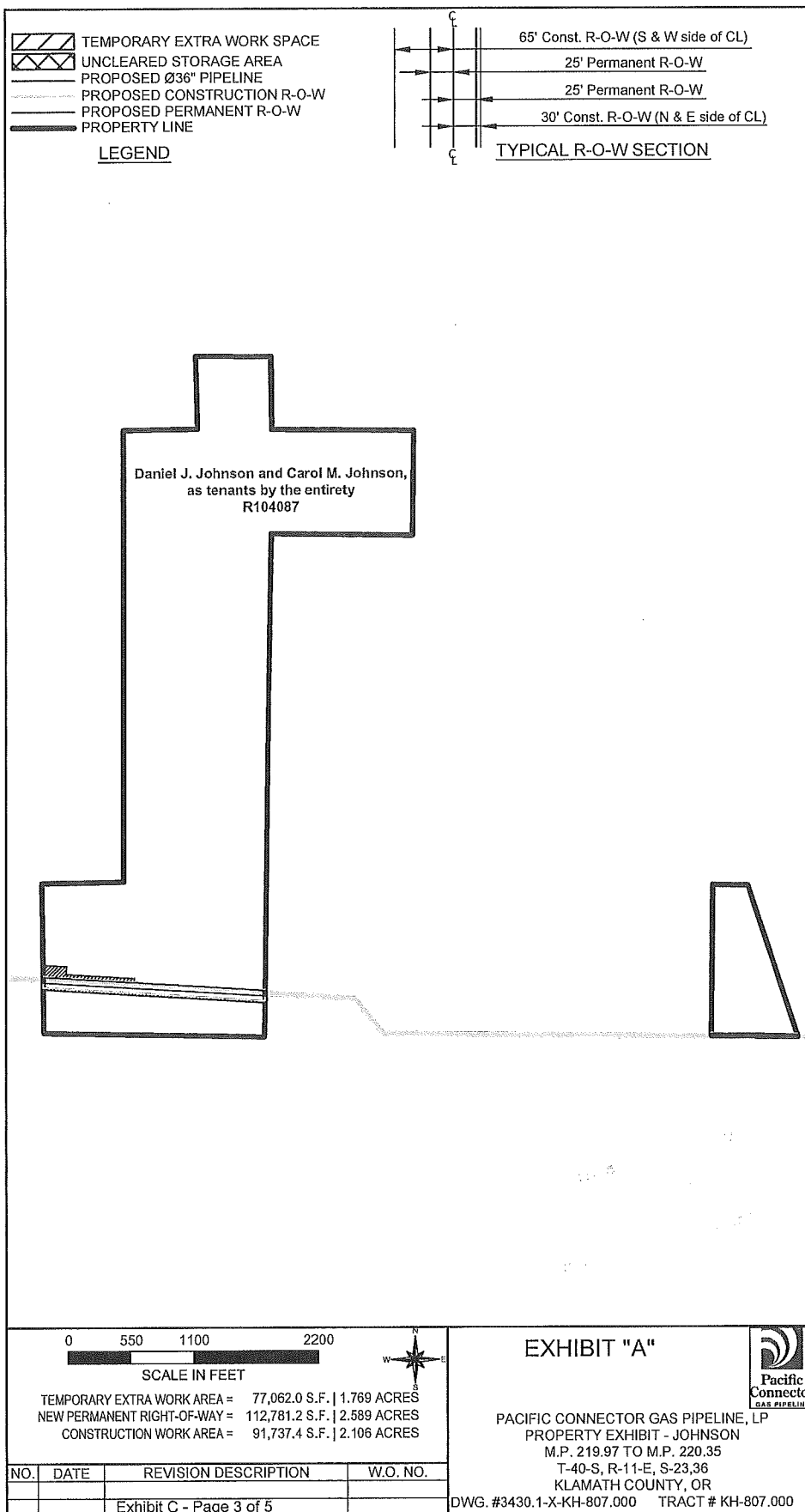


EXHIBIT "A-1"

Parcel 3, Land Partition 33-03, being a replat of Parcel 1 of Land Partition 8-01, situated in Section 23, the W1/2 of Section 24, the NW1/4 of Section 25 and the N1/2 of Section 26, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

EXHIBIT "B"

CONSTRUCTION STIPULATIONS

In accordance with the terms and conditions of the agreement, the Grantor and Grantee agree that the natural gas pipeline facilities will be constructed on Grantor's property in accordance with the following terms and conditions:

1. Grantee will notify Grantor, in writing, of the construction activity \_\_\_ days prior to start of survey and via phone or in writing, at least \_\_\_ days prior to the clearing/tree removal and construction preparation of the right of way on the Grantor's land.
2. Grantee will construct its pipeline and related facilities in compliance with engineering design and safety standards of the USDOT in force at the time of construction.
3. Grantee will remove all construction waste and debris after completion of construction activities.
4. Grantee will restore the property after construction to as close to the original condition as is practical.
5. Grantee will re-seed disturbed areas along ROW with a seed mix native to the area or as specified by the Grantor.
6. Grantee will restore all access roads or driveways disturbed by construction to condition equal to or better than existed prior to construction. Restoration will include final grading where necessary.
7. Grantee will protect all survey monuments located within the ROW. In the event survey monuments are disturbed and/or destroyed, it will be the responsibility of the Grantee to re-establish and survey monuments in conformity with survey standards then currently established for the State of Oregon.

**ACKNOWLEDGMENT**

State of OREGON

County Of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by

\_\_\_\_\_.

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

My Commission Expires:

\_\_\_\_\_

**ACKNOWLEDGMENT**

State of OREGON

County Of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by

\_\_\_\_\_.

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

My Commission Expires:

\_\_\_\_\_

**ACKNOWLEDGMENT**

State of OREGON

County Of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2013 by \_\_\_\_\_

as Attorney-in-Fact of Williams Pacific Connector Gas Operator LLC.

My Commission Expires:

\_\_\_\_\_

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