

2013-010090**Klamath County, Oregon****09/04/2013 11:05:16 AM****Fee: \$97.00****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

Edward G. Colvin

17790 Harpold Rd

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

\$ 2000.00

☐ 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 _____."

AmeriTitle CRK13011

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

On this, the 22ND day of AUG, 20 13, for Ten Dollars (\$10.00) and other valuable consideration,

Edward G Colvin, a married man as his sale and seperate property
("Grantor"), whose address is 17790 Harpold Rd, 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 parcel or parcels of land being described as a portion of Lot 4 of Section 30, Government Lot 1 of
Section 31 and SE1/4 of the SW1/4 of Section 30 of Township 40 South, Range 12 East of the
Willamette Meridian and being more particularly described on the attached Exhibit "A-1".

Also known by County Assessor Parcel Number(s): **R627922**
Map Tax number(s): **R-4012-03100-00300-000**

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
0.139 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 22ND DAY OF AUG, 20 13.

GRANTOR:


Edward G Colvin

**WILLIAMS PACIFIC CONNECTOR GAS
OPERATOR LLC**

(GRANTEE):

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

David Randall, Attorney in Fact

Tract #(s): KH-816.000
The rest of this page is left intentionally blank.

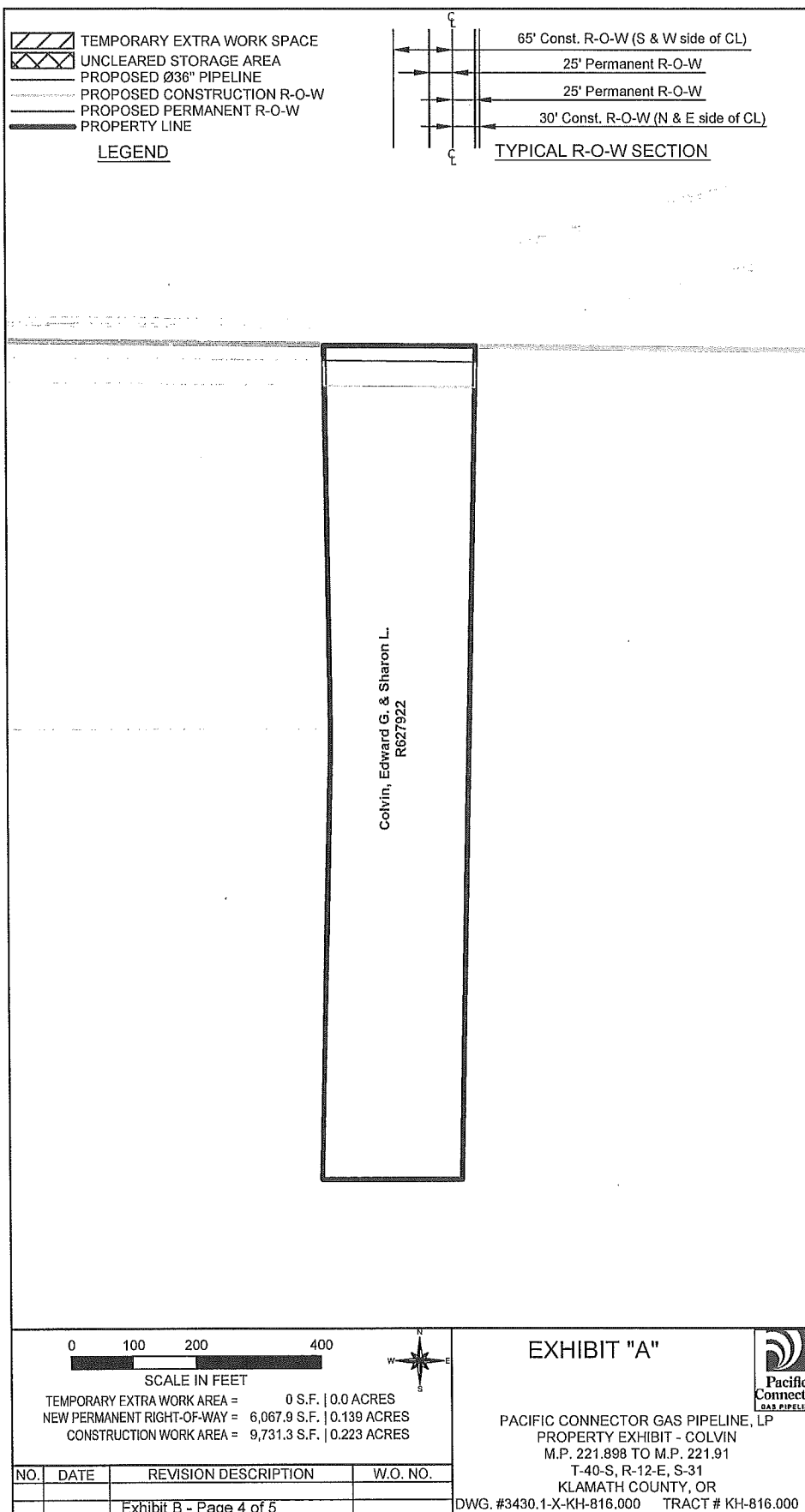


EXHIBIT "A-1"

PARCEL 1:

That portion of Lot 4, Section 30, Township 40 South, Range 12 East, Willamette Meridian, lying Southerly of Poe Valley-Malin Highway, Klamath County, Oregon.

PARCEL 2:

All of Government Lot 1, Section 31, Township 40 South, Range 12 East, Willamette Meridian, Klamath County, Oregon.

PARCEL 3:

That portion of the SE1/4 of the SW1/4 of Section 30, Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, lying Southwesterly of the Malin-Bonanza Highway

ACKNOWLEDGMENT

State of OREGON

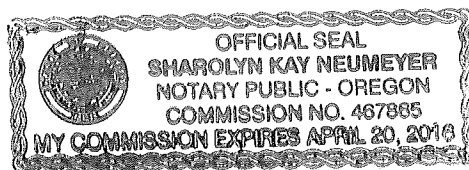
County Of KLAMATH

This instrument was acknowledged before me on August 22, 2013 by
Edward M. Colvin.

Sharolyn Kay Neumeyer
Notary Public

My Commission Expires:

April 20, 2016



ACKNOWLEDGMENT

State of OREGON

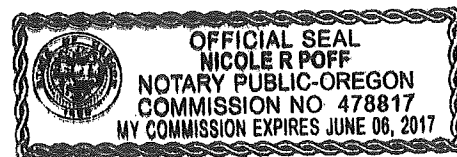
County Of Jackson

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

Nicole R. Poff
Notary Public

My Commission Expires:

6/6/2017



CONSTRUCTION WORKSPACE AGREEMENT

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

Edward G Colvin, a married man as his sale and seperate property

Whose address is 17790 Harpold Rd, 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 parcel or parcels of land being described as a portion of Lot 4 of Section 30, Government Lot 1 of Section 31 and SE1/4 of the SW1/4 of Section 30 of Township 40 South, Range 12 East of the Willamette Meridian and being more particularly described on the attached Exhibit "A-1".

Also known by County Assessor Parcel Number(s): **R627922**
Map Tax number(s): **R-4012-03100-00300-000**

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:

Edward G Colvin

GRANTEE:

Williams Pacific Connector Gas
Operator LLC

David Randall, Attorney in Fact

Tract #(s): KH-816.000
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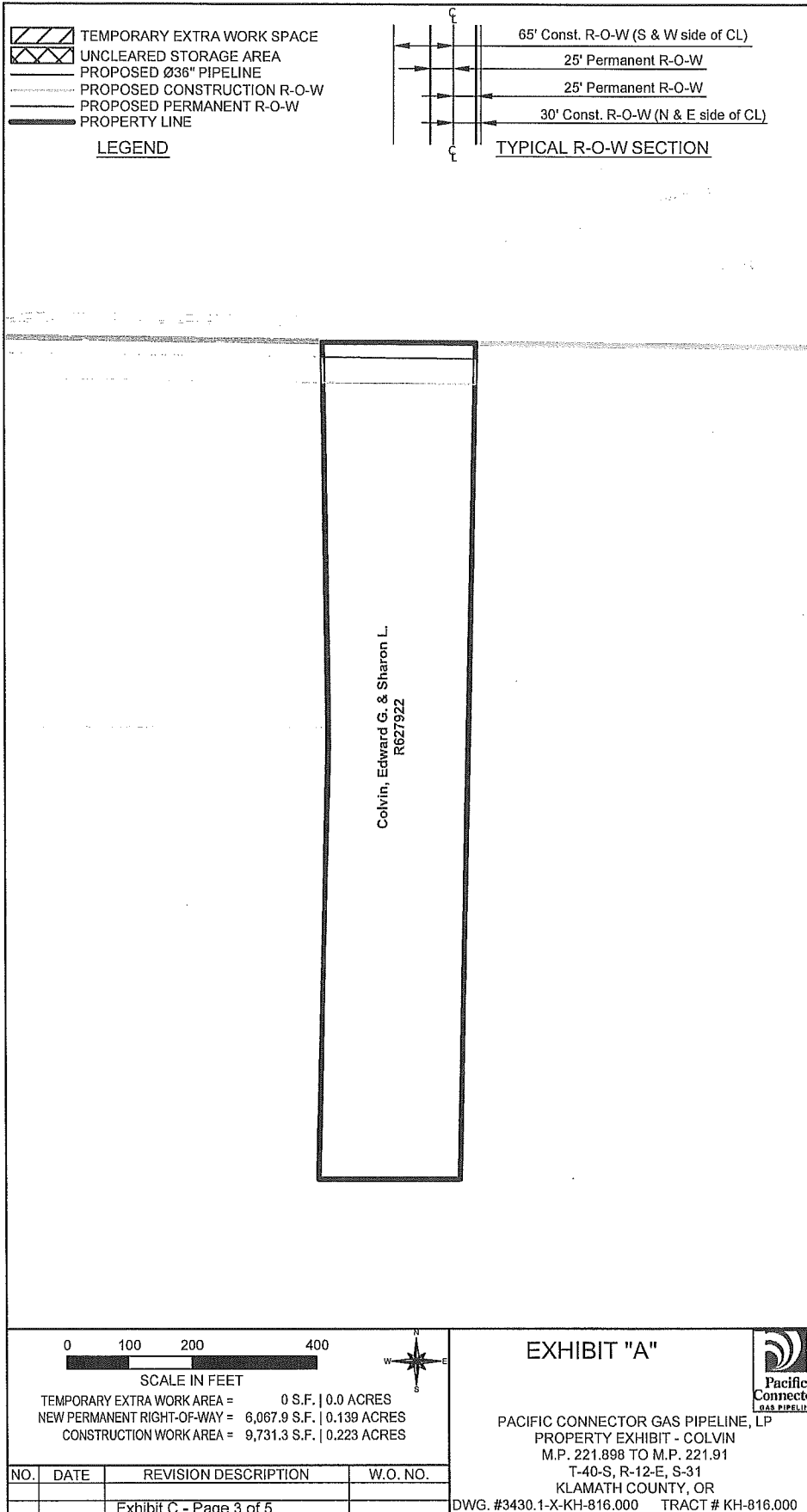


EXHIBIT "A-1"

PARCEL 1:

That portion of Lot 4, Section 30, Township 40 South, Range 12 East, Willamette Meridian, lying Southerly of Poe Valley-Malin Highway, Klamath County, Oregon.

PARCEL 2:

All of Government Lot 1, Section 31, Township 40 South, Range 12 East, Willamette Meridian, Klamath County, Oregon.

PARCEL 3:

That portion of the SE1/4 of the SW1/4 of Section 30, Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, lying Southwesterly of the Malin-Bonanza Highway

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. At least 180 days prior to any construction related activity, Grantee will begin settlement of damage and access consideration. The rights provided by this Agreement cannot be exercised until damages and access are settled. If said damages and access cannot be mutually agreed upon a third-party independent appraisal, selected by the Grantor, will determine the just compensation. Once the third-party appraisal has been identified Grantee may then exercise the rights provided by this Agreement. ✓
2. 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.
3. 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.
4. Grantee will remove all construction waste and debris after completion of construction activities.
5. Grantee will restore the property after construction to as close to the original condition as is practical.
6. Grantee will re-seed disturbed areas along ROW with a seed mix native to the area or as specified by the Grantor.
7. 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.
8. 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

_____.

My Commission Expires:

Notary Public

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