

2013-010157

Klamath County, Oregon

09/05/2013 09:21:46 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 -A- Way Easement

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

Marla A. Rajnus
17400 Harpolo 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

\$ 2704.75 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 CRK/3016

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

On this, the 4th day of Sept, 2013, for Ten Dollars (\$10.00) and other valuable consideration, Marla A Rajnus ("Grantor"), whose address is 17400 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 certain parcel of land being described as part of the N2 of Section 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): **R104602, R774790**
Map Tax number(s): **R-4011-00000-06200-000**

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 1.739 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 4th DAY OF September, 20 13 .

GRANTOR:


Marla A Rajtus

**WILLIAMS PACIFIC CONNECTOR GAS
OPERATOR LLC**

(GRANTEE):



David Randall, Attorney in Fact

Tract #(s): KH-814.000
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Copy

ACKNOWLEDGMENT

State of OREGON

*

County Of Oregon

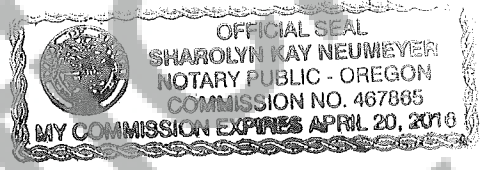
This instrument was acknowledged before me on September 4, 2013 by

Marla A. Reynolds

Sharolyn Kay Neumeyer
Notary Public

My Commission Expires:

April 20, 2016



ACKNOWLEDGMENT

State of OREGON

County Of ^{acg} Klamath Douglas

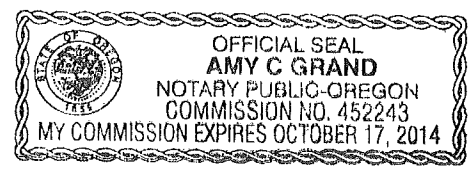
This instrument was acknowledged before me on Sept 5, 2013 by Dave Randall

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

Amy C Grand
Notary Public

My Commission Expires:

10/17/14



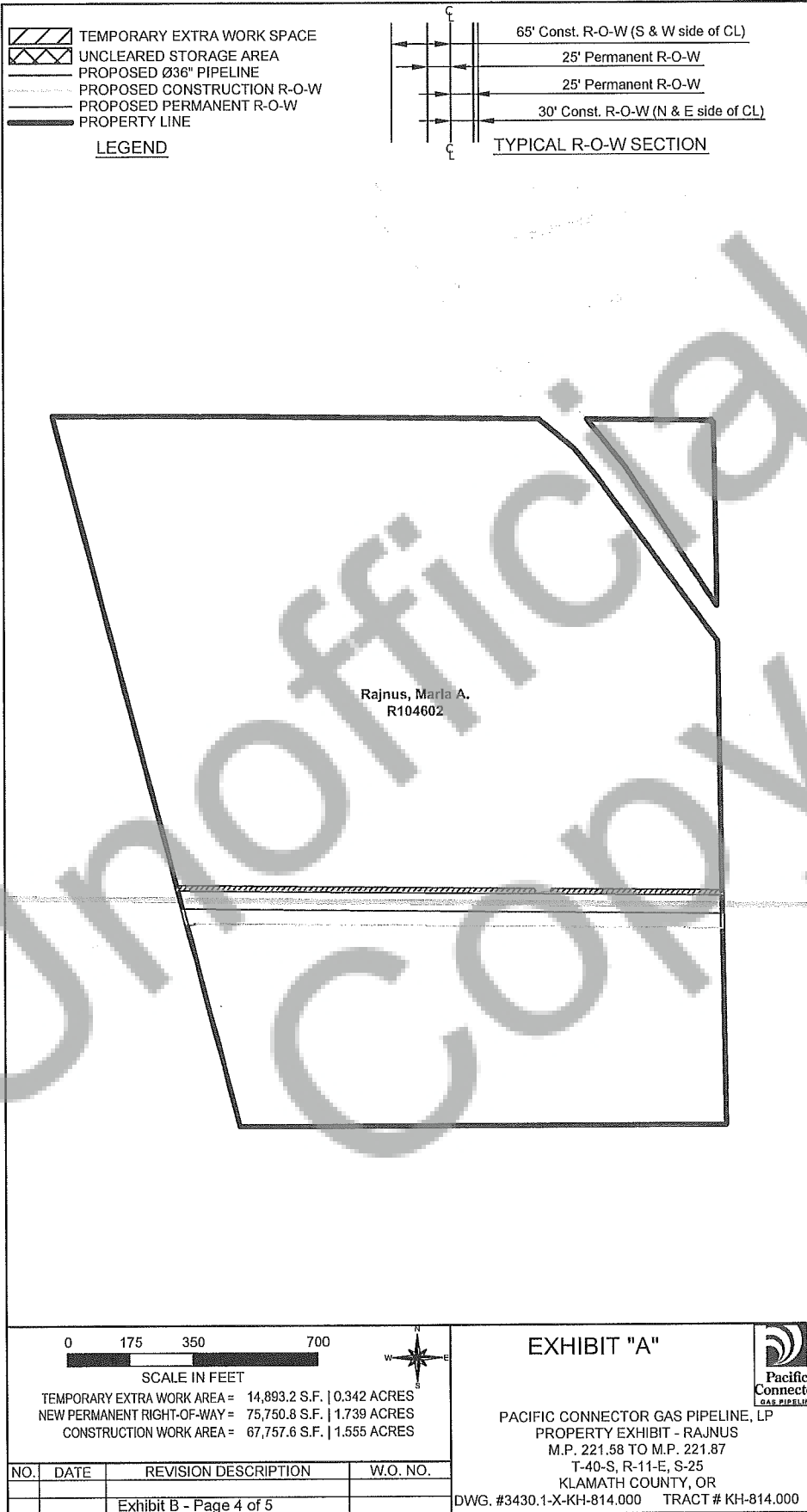


EXHIBIT "A-1"

A parcel of land situated in the N1/2 NE1/4, the NE1/4 NW1/4, the N1/2S1/2NE1/4 of Section 25, Township 40 South, Range 11 East of the Willamette Meridian, Klamath, being more particularly described as follows:

Beginning at the Northeast corner of Section 25, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon; thence Westerly along the North line of said Section 25, 1950 feet to the true point of beginning; thence continuing Westerly along said North line to an existing fence; thence Southeasterly along said existing fence line to a point on the South line of the N1/2S1/2NE1/4; said point being 1400 feet distant from the East line of said Section 25; thence Northwesterly to the point of beginning.

TOGETHER WITH an easement for roadway purposes over the following described property:

Beginning at the Southeast corner of the N1/2/S1/2NE1/4 of Section 25, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon; thence West along the South line of the N1/2S1/2NE1/4 a distance of 40 feet; thence North parallel with the East line of Section 25 to the Southerly right of way line of Harpold Road; thence Southeasterly along said Southerly right of way line to the East line of Section 25; thence South along said East line to the point of beginning.

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