

**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**

Jusith Anne Rose

PO Box 482

Keno, OR 97627

**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 CRK 13017

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

On this, the 19TH day of SEPTEMBER, 20 13, for Ten Dollars (\$10.00) and other valuable consideration,

Judith Anne Rose

("Grantor"), whose address is PO Box 482, Keno, OR 97627, 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 lying in part of the NW 1/4 of Section 30, Township 39 South, Range 8 East of the Willamette Meridian, and being more particularly described on the attached Exhibit "A-1".

Also known by County Assessor Parcel Number(s): **M42643**  
Map Tax number(s): **R-3908-03000-00400-000**

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 0.279 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.

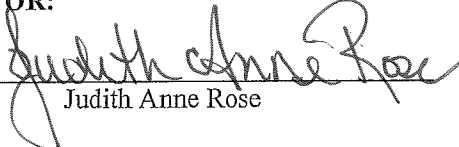
Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and shall be subrogated to such lien and rights.

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 19th DAY OF SEPTEMBER, 20 13.


**GRANTOR:**

  
\_\_\_\_\_  
Judith Anne Rose

KH-577.006

**WILLIAMS PACIFIC CONNECTOR GAS  
OPERATOR LLC**

**(GRANTEE):**

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

**Tract #(s): KH-577.006**  
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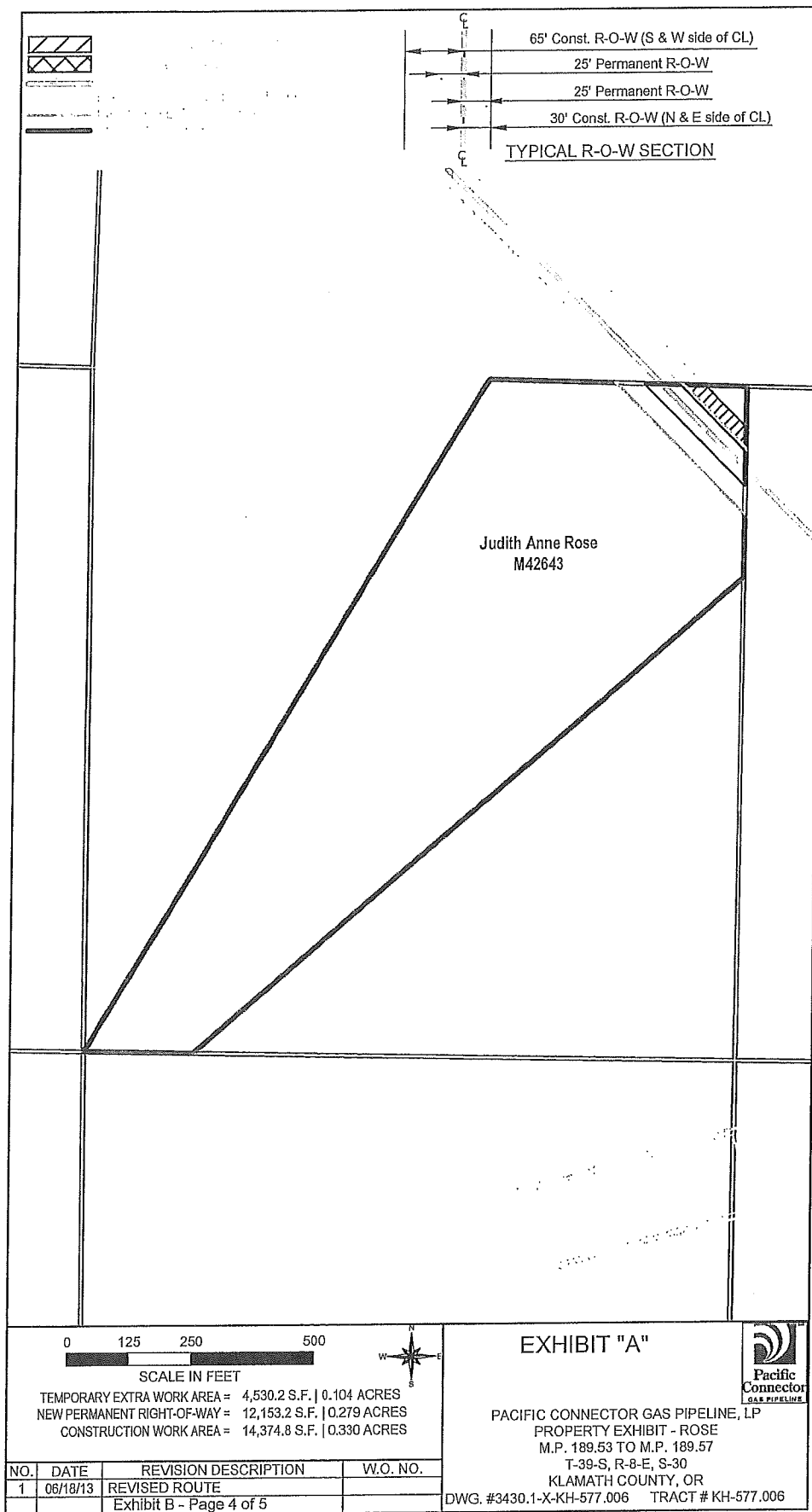


EXHIBIT "A-1"

A parcel of land situated in Section 30, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a 5/8" iron pin marking the Southwest corner of the NE1/4 NW1/4 of said Section 30; thence North 30 degrees 34' 59" East, 1567.35 feet to a point, marked by a 5/8" iron pin, on the North line of said Section 30; thence along said North line South 89 degrees 04' 05" East 512.32 feet to the North quarter corner of said Section 30; thence along the North-South center of section line South 00 degrees 26' 44" East, leaving said North line, 386.44 feet to a 5/8 " iron pin; thence South 48 degrees 50' 01" West leaving said North-South center of Section line, 1451.51 feet to a point marked by a 5/8" iron pin, on the South line of said NE1/4 NW1/4; thence along said South line, North 89 degrees 45' 54" West 220.00 feet to the point of beginning. Bearings bases as Survey No. 1968 as filed in the Klamath County Engineers Office.

TOGETHER WITH:

A roadway easement 30.00 feet in width for egress and ingress to the above described parcel commencing at a point on the Easterly right of way line of Big Buck Lane from which the most Westerly corner of Lot 22, Block 38 of SIXTH ADDITION TO KLAMATH RIVER ACRES bears South 27 degrees 45' 09" West, 15.01 feet; thence South 60 degrees 37' 30" East, 416.02 feet to a point within said Lot 22 which marks the end of said 30.00 foot wide roadway easement and the beginning of the centerline of a 40.00 foot wide roadway easement the centerline of which is described by the following courses and distances; North 85 degrees 17' 15" East, 247.89 feet; South 43 degrees 23' 03" East, 258.13 feet; South 87 degrees 48' 55" East, 236.57 feet; South 75 degrees 52' 41" East, 274.14 feet; North 67 degrees 59' 53" East, 214.57 feet; South 88 degrees 24' 04" East, 224.97 feet; South 60 degrees 17' 55" East, 239.31 feet; South 51 degrees 24' 55" East, 149.36 feet to a point on the Westerly line of the above described parcel from which the Southwest corner of said above described parcel bears South 30 degrees 34' 59" West, 375.20 feet.

ACKNOWLEDGMENT

State of OREGON

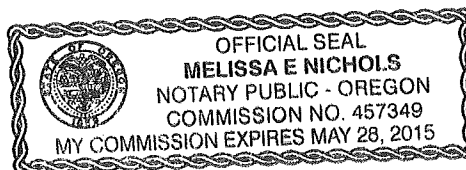
County Of Clatsop

This instrument was acknowledged before me on Sept 18 2013 by  
Judith Anne Rose.

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 Sept 24, 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

