

2014-005054

Klamath County, Oregon

05/12/2014 11:18:25 AM

Fee: \$77.00

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

Ameri Title 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)

Option Agreement for Purchase of Real Property

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

Stephen C. & Mandy D. Prien

PO Box 141

Merrill, OR 97633

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

\$ 72,500.00

☐ 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 ____."

Ameri Title CRK14001

RETURN ADDRESS

WILLIAMS PACIFIC CONNECTOR GAS OPERATOR, LLC
832 NW HIGHLAND STREET
ROSEBURG, OR 97470

DOCUMENT TITLE(S): OPTION AGREEMENT FOR PURCHASE OF REAL PROPERTY

Reference Numbers(s) of related documents:

AUDITOR'S FILE NUMBERS:

REFERENCE NUMBERS:

OPTIONOR:

Stephen C. Prien and Mandy D. Prien, as tenants by the entirety

OPTIONEE:

Williams Pacific Connector Gas Operator, LLC, as agent for Pacific Connector Gas Pipeline, LLC, a Delaware limited liability company

Legal Description:

A parcel of land in the NE1/4NE1/4, Section 11, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon

Assessor's Property Tax Parcel/Account Number: 4112-01100-00200-000.

W2014OR10001

OPTION AGREEMENT FOR PURCHASE OF REAL PROPERTY

This Option Agreement is made this 24th day of April, 2014, by and between Stephen C. Prien and Mandy D. Prien, as tenants by the entirety, whose address is P. O. Box 141, Merrill, OR 97633 ("Optionor"), and Williams Pacific Connector Gas Operator, LLC, as agent for Pacific Connector Gas Pipeline LLC, a Delaware limited liability company, whose address is P. O. Box 58900, Salt Lake City, UT 84158-0900 ("Optionee").

Whereas, Optionor is the owner in fee simple of certain real properties ("Tract") in Klamath County, State of Oregon more particularly described as follows:

A parcel of land in the NE1/4NE1/4, Section 11, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon being more particularly described as follows:

Beginning at the corner common to Section 1, 2, 11, and 12 township 41 south, Range 12 East of the Willamette Meridian; thence South along the section line between Sections 11 and 12 417 feet to the true point of beginning; thence West 356.00 feet; thence South 903 feet; thence East 356.00 feet; thence North 903.00 feet to the point of beginning. EXCEPTING, therefrom that portion lying within the county road right of way.

More commonly known as Klamath County Parcel Number 4112-01100-00200-000.

Whereas, Optionee is considering the purchase of a facility for construction, maintenance, security, operation, repair, replacement, and removal of a pipeline, and related facilities, as Optionee may require, upon, over, under, and across the Tract ("Real Property").

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, it is mutually agreed by and between the parties hereto as follows:

1. **Grant of Option:** Optionor grants to Optionee the sole and exclusive right and option to purchase the Tract upon the terms and conditions set forth herein ("Option").
2. **Option Price:** Optionee hereby pays Optionor the sum of \$72,500.00 Dollars to secure the Option ("Option Price").
3. **Purchase Price:** The full purchase price of the Tract is \$252,500.00 Dollars ("Purchase Price"). If Optionee purchases the Real Property, any Option Price already paid shall be subtracted from the Purchase Price, leaving a balance ("Balance"), which Optionee shall pay as hereinafter provided.
4. **Option Period:** The Option shall commence on the date of this Agreement and continue and extend to and through May 1, 2015. Optionee can extend the option 12 months to May 1, 2016 with an additional payment of \$82,500.00. ("Option Period").
5. **Exercise of Option:** Optionee may exercise the Option by serving Optionor with written notice of exercise at any time during the Option Period. The notice may be served by delivery to Optionor personally or by mailing the same to Optionor at the address set forth above by certified or other receipted mail. The date of service, if service is by mail, shall be the date that the notice was deposited in the United States Mail with postage fully prepaid. Optionor then shall execute and deliver to Optionee a Warranty Deed for the Tract through a mutually agreed upon escrow company. Optionee shall then pay to Optionor a sum equal to balance.


6. **Failure to Exercise:** If Optionee does not exercise the Option as provided herein within the Option Period, the Option, and the rights of Optionee shall automatically and immediately terminate without notice and Optionor shall retain the Option Price.
7. **Failure to Deliver:** If the Optionor fails to execute and deliver the Warranty Deed for the Facility after Optionee exercises the Option, Optionee may, at its sole discretion, elect to recover the Option Price or to seek specific performance of this Agreement.
8. **Binding Effect:** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto and the rights herein granted may be leased or assigned, together or separately and in whole or in part.

IN WITNESS WHEREOF, The parties have caused this Agreement to be executed as of the date written above.

OPTIONOR:

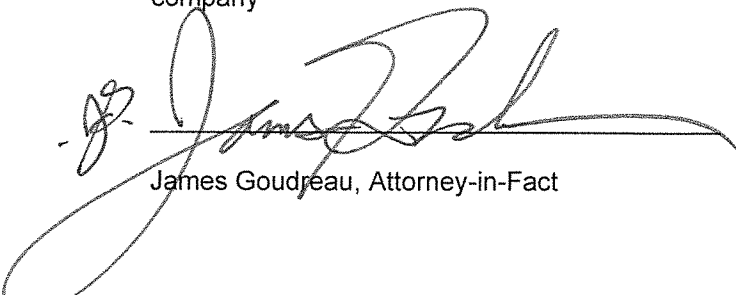


Stephen C. Prien

MDP 

Mandy D. Prien

OPTIONEE: Williams Pacific Connector Gas Operator, LLC, as agent for Pacific Connector Gas Pipeline, LLC, a Delaware limited liability company



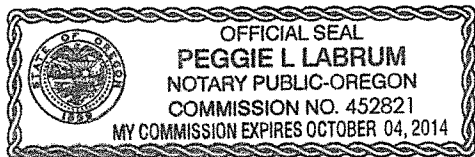
James Goudreau, Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF Klamath)ss.

BEFORE ME, the undersigned authority, on this <sup>MDP
SLP</sup> 24th day of April, 2014,
personally appeared Stephen C. Prien and Mandy D. Prien, to me known to be the individuals described in
and who executed the foregoing instrument, and acknowledged to me that they signed the said instrument
at their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

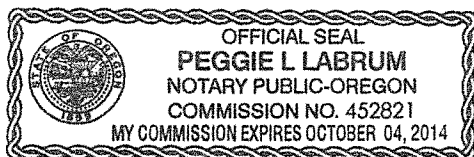


Peggie L. Labrum
Notary Public in and for the
State of Oregon
My Commission Expires: October 4, 2014

ACKNOWLEDGMENT ATTORNEY-IN-FACT

STATE OF OREGON)
COUNTY OF Klamath)ss.

On the 24th day of April, 2014, ^{JG} James Goudreau personally appeared before me and
being by me duly sworn, did say that he is the Attorney-in-Fact of Williams Pacific Connector Gas Operator,
LLC, as agent for Pacific Connector Gas Pipeline, LLC, and that the Agreement was signed on behalf of
Williams Pacific Connector Gas Operator, LLC, as agent for Pacific Connector Gas Pipeline, LLC, and said
acknowledged to me that as such Attorney-in-Fact executed the same.



Peggie L. Labrum
Notary Public in and for the
State of Oregon
My Commission Expires: October 4, 2014

LNUM:

After recording return to:

Williams Pacific Connector Gas Operator LLC

832 NW Highland Street

Roseburg, OR 97470

Until a change is requested all tax statements
shall be sent to the following address:

Williams Pacific Connector Gas Operator LLC

832 NW Highland Street

Roseburg, OR 97404

MDP
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Williams Pacific Connector Gas Operator, LLC, as Agent for Pacific Connector Gas Pipeline, LLC, a
Delaware limited liability company

STATUTORY WARRANTY DEED

Stephen C. Prien and Mandy D. Prien, as tenants by the entirety, whose address is P. O. Box 131
Merrill, OR 97633, Grantor(s), hereby convey and warrant to

Williams Pacific Connector Gas Operator LLC, as Agent for Pacific Connector Gas Pipeline, LLC, a
Delaware limited liability company, whose address is P. O. Box 58900, Salt Lake City, UT 84158-
0900

Grantee(s), the following described real property in the County of Klamath and State of Oregon free
of encumbrances except as specifically set forth herein:

A parcel of land in the NE1/4NE1/4, Section 11, Township 41 South, Range 12 East of
the Willamette Meridian, Klamath County, Oregon being more particularly described as
follows:

Beginning at the corner common to Section 1, 2, 11, and 12, Township 41 South, Range
12 East of the Willamette Meridian; thence South along the section line between Sections
11 and 12 417 feet to the true point of beginning; thence West 356.00 feet; thence South
903 feet; thence East 356.00 feet; thence North 903.00 feet to the point of beginning.
EXCEPTING, therefrom that portion lying within the county road right of way.

More commonly known as Klamath County Parcel Number 4112-01100-00200-000.

The true and actual consideration for this conveyance is \$_____.

The above-described property is free of encumbrances except all those items of record, if any, as of
the date of this deed and those shown below, if any:

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this _____ day of _____, _____.

*MDP
SCP*

GRANTORS:

Stephen C. Prien

Mandy D. Prien

GRANTEE: *JP*

Williams Pacific Connector Gas Operator, LLC, as Agent for Pacific Connector Gas Pipeline, LLC, a Delaware limited liability company

James Goudreau, Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF OREGON

COUNTY OF _____

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)ss.

MDP GCP

BEFORE ME, the undersigned authority, on this _____ day of _____, 20____, personally appeared Stephen C. Prien and Mandy D. Prien, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed the said instrument at their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the
State of Oregon
My Commission Expires: _____

ACKNOWLEDGMENT ATTORNEY-IN-FACT

STATE OF OREGON

COUNTY OF _____

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)ss. JB.

On the ____ day of _____, 20____, James Goudreau personally appeared before me and being by me duly sworn, did say that he is the Attorney-in-Fact of Williams Pacific Connector Gas Operator, LLC, as agent for Pacific Connector Gas Pipeline, LLC, and that the Agreement was signed on behalf of Williams Pacific Connector Gas Operator, LLC, as agent for Pacific Connector Gas Pipeline, LLC, and said acknowledged to me that as such Attorney-in-Fact executed the same.

Notary Public in and for the
State of Oregon
My Commission Expires: _____

LNUM: