

2015-004370

Klamath County, Oregon



00168930201500043700110113

05/07/2015 09:56:00 AM

Fee: \$92.00

**RETURN ADDRESS**

WILLIAMS PACIFIC CONNECTOR GAS OPERATOR LLC  
3709 CITATION WAY, SUITE 102  
MEDFORD, OR 97504

**DOCUMENT TITLE(S): RIGHT-OF-WAY AND EASEMENT**

**REFERENCE NUMBERS(S) OF RELATED DOCUMENTS**

**GRANTOR(S)**

VCP RANCH, LTD, AN OREGON LIMITED PARTNERSHIP

**GRANTEE(S)**

WILLIAMS PACIFIC CONNECTOR GAS OPERATOR LLC, A DELAWARE LIMITED LIABILITY COMPANY ON  
BEHALF OF PACIFIC CONNECTOR GAS PIPELINE L.P., A DELAWARE LIMITED PARTNERSHIP

**LEGAL DESCRIPTION**

That tract or parcel of land lying in Sections 17, 18, 19, 20 and 29, Township 40 South, Range 11  
East of the Willamette Meridian in Klamath County, Oregon and being more particularly described  
in the attached Exhibit "A-1".

**ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER**

R895075

W2015OR 12000

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

For valuable consideration, VCP Ranch, Ltd, an Oregon limited partnership ("Grantor") whose address is 21660 Pope Rd, Merrill, OR 97633 does hereby grant, sell and convey to WILLIAMS PACIFIC CONNECTOR GAS OPERATOR LLC, a Delaware limited liability company on behalf of Pacific Connector Gas Pipeline L.P., a Delaware limited partnership, P.O. Box 58900, Salt Lake City, Utah 84158-0900 ("Grantee"), its successors and assigns, a right-of-way and easement ("Easement") to locate, survey, construct, entrench, maintain, repair, replace, protect, inspect and operate a pipeline, 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 tract or parcel of land lying in Sections 17, 18, 19, 20 and 29, Township 40 South, Range 11 East of the Willamette Meridian in Klamath County, Oregon and being more particularly described in the attached Exhibit "A-1".

Also known by County Assessor Parcel Number(s):

**R895075**

A centerline survey description and depiction of the pipeline is set forth 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 each side of the centerline of the **36" pipeline** as constructed and which encumbers approximately 4.560 acres.

This Easement conveys to Grantee the right of ingress and egress to and from the facilities over and through the Property, and access on and within the right-of-way, with the right to use existing and future roads on the Property for the purposes of surveying, constructing, inspecting, repairing, protecting, operating and maintaining the facilities and the addition, removal or replacement of the 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 facilities, 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 will adhere to the construction stipulations as defined in the Construction Stipulation Agreement dated April 29, 2015. Grantee agrees to compensate Grantor adequately for damages that directly result from its work, including but not limited to, timber, growing crops, pasture and livestock. Any other recognizable damages to other real or personal property that result 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, 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 granted under this agreement, either in whole or in part, subject to the terms of this agreement, with such rights 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 Easement and, at its sole 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 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 and the limitations on Grantor's use set forth herein. Any pipeline constructed by Grantee across lands under cultivation shall, at the time of construction, be buried with a minimum of 5 (five) feet of cover from top of the pipe so 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, including its right to cut and keep clear the Easement area as set forth above, 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 between the parties except as may otherwise be provided in a Construction Stipulation Agreement and Damage Agreement and that no representations or statements, verbal or written, have been made modifying, adding to or changing the terms of this Easement.

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 29<sup>th</sup> DAY OF April, 20 15.

**GRANTOR:**

VCP Ranch, LTD, an  
Oregon Limited Partnership

*Colin L. Pope*  
Colin L. Pope, General Partner

**GRANTEE:**

**WILLIAMS PACIFIC CONNECTOR  
GAS OPERATOR LLC**, on behalf of  
Pacific Connector Gas Pipeline L.P.

*Peggie Labrum*

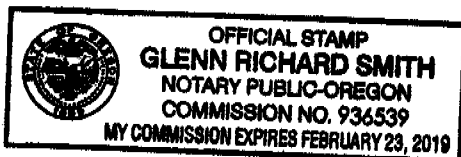
Peggie Labrum, Attorney in Fact

**ACKNOWLEDGMENT**

STATE OF OREGON )  
COUNTY OF Klamath ) ss.

BEFORE ME, the undersigned authority, on this 29<sup>th</sup> day of April, 20 15, personally appeared Colin Pope as General Partner of VCP Ranch, Ltd, 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 as 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.



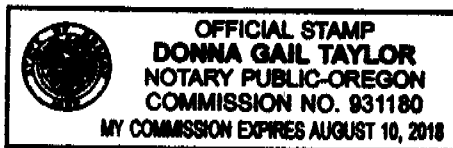
*Glenn Richard Smith*

Notary Public in and for the  
State of Oregon

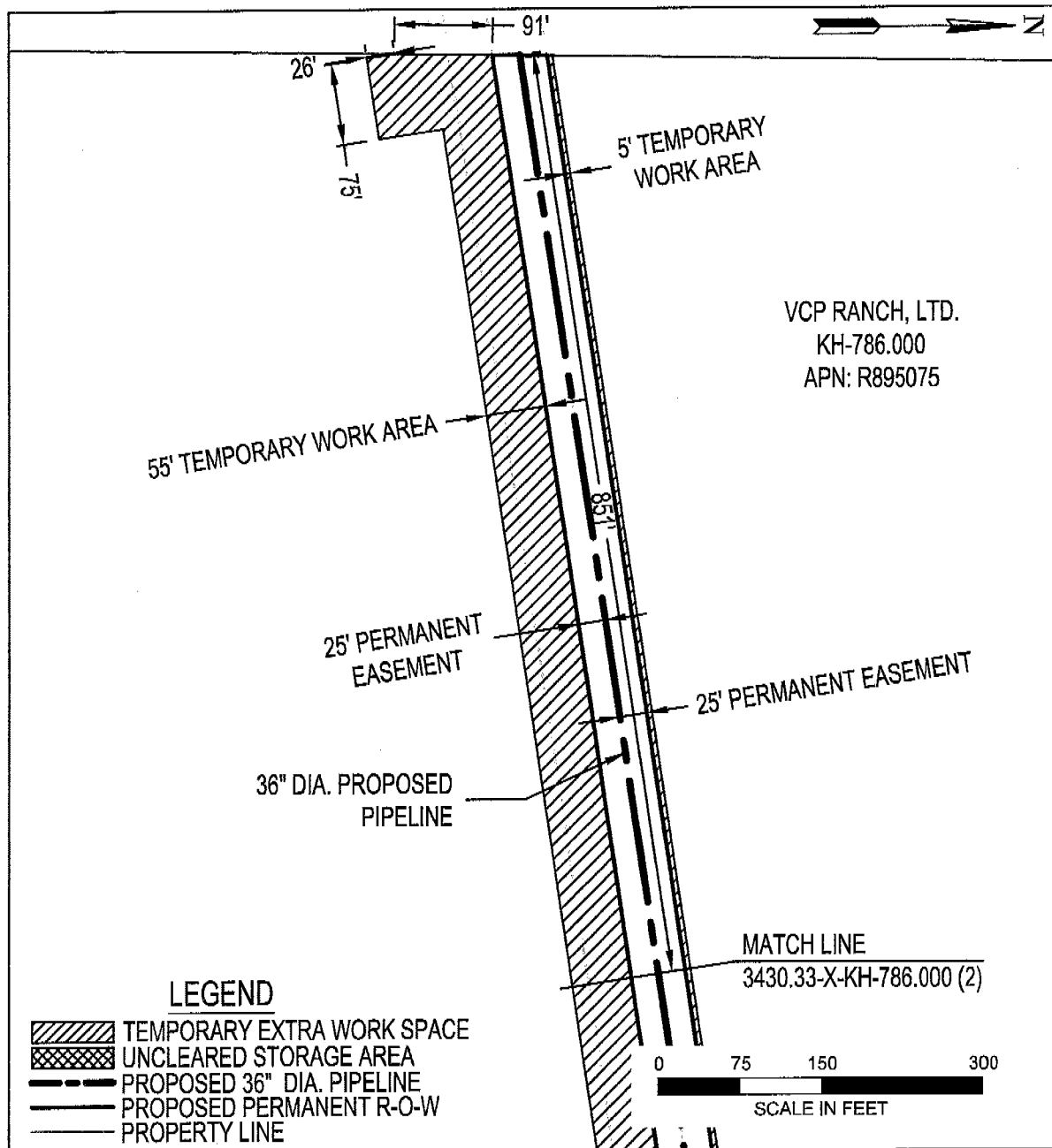
My Commission Expires: February 23, 2019


STATE OF OREGON )  
COUNTY OF Jackson ) ss.

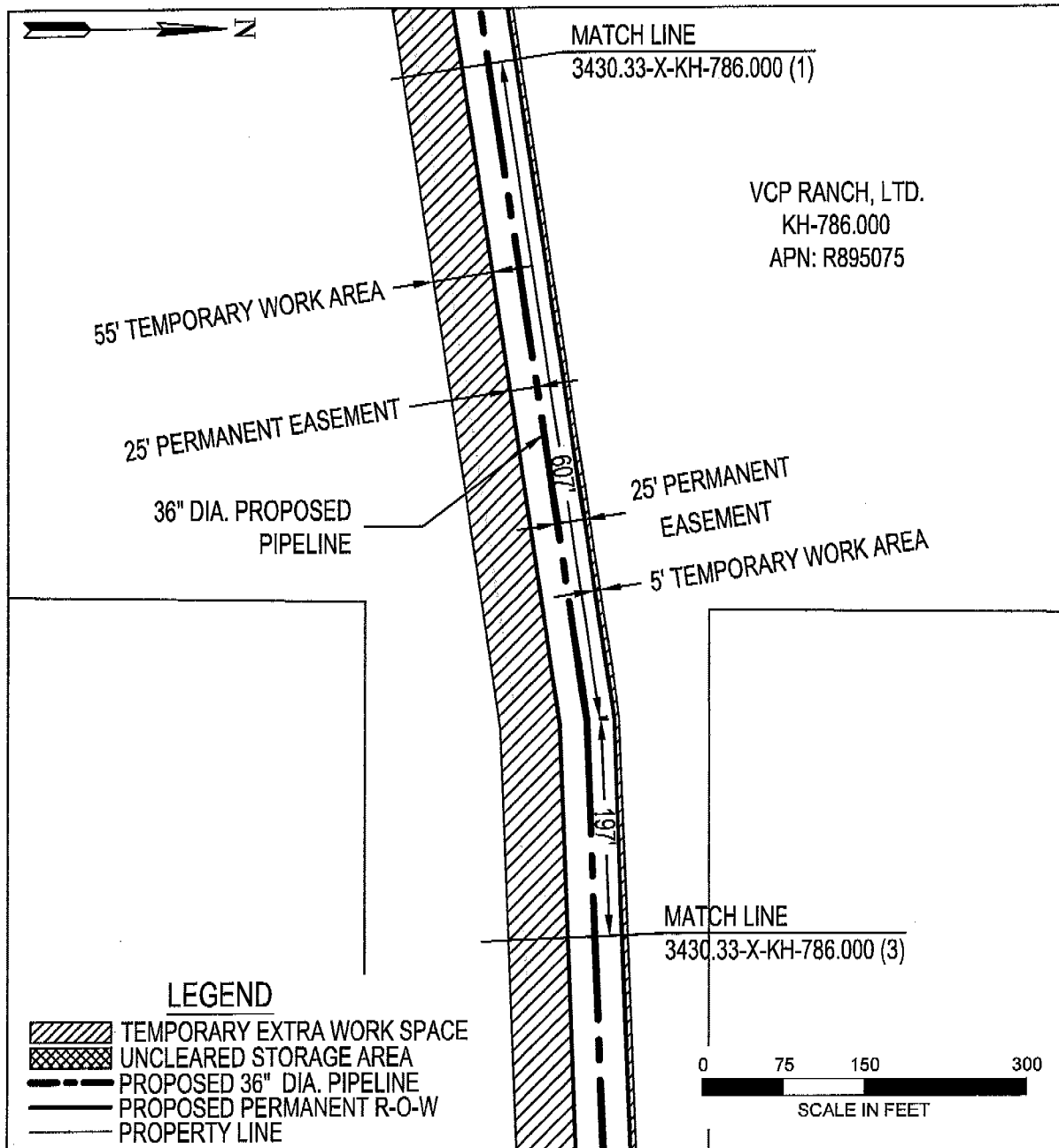
Dana Gail Taylor




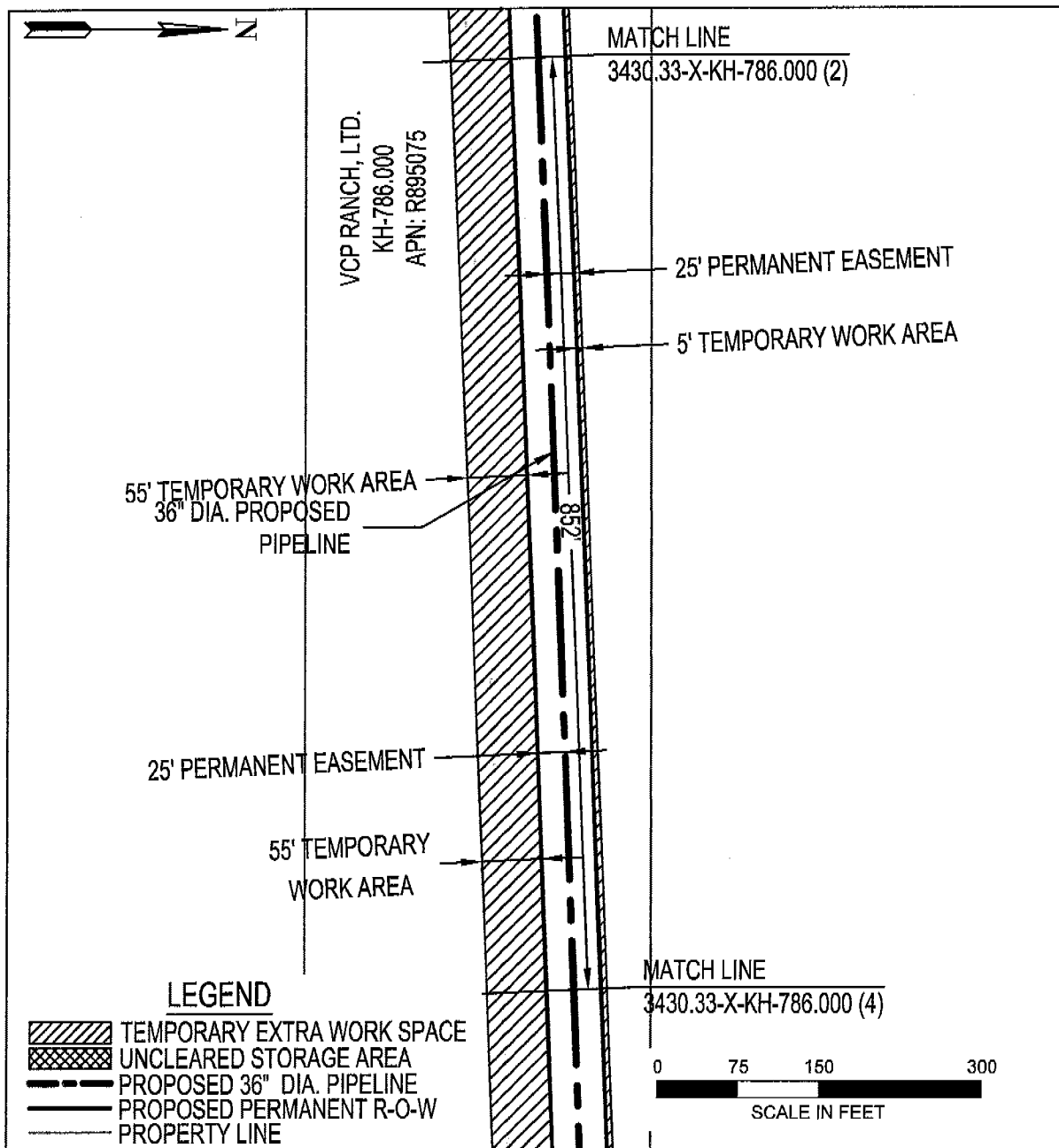
Notary Public in and for the  
State of Oregon  
My Commission Expires: August 10, 2018




AREA TOTALS			1	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	198635.75	4.560	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL VCP Ranch, LTD M.P. 216.75 TO M.P. 217.53 T-40 S, R-11 E, S-29 KLAMATH COUNTY, OREGON		
TEMP. EXTRA WORK AREA:	248133.58	5.696			
UNCLEARED STORAGE AREA:	0.0	0.0			
DRAWN:TAD DATE:02-24-2015					
CHECK:GMP DATE:03-13-2015					
APPRV: DATE:			DRAWING NO: 3430.33-X-KH-786.000 (1)		



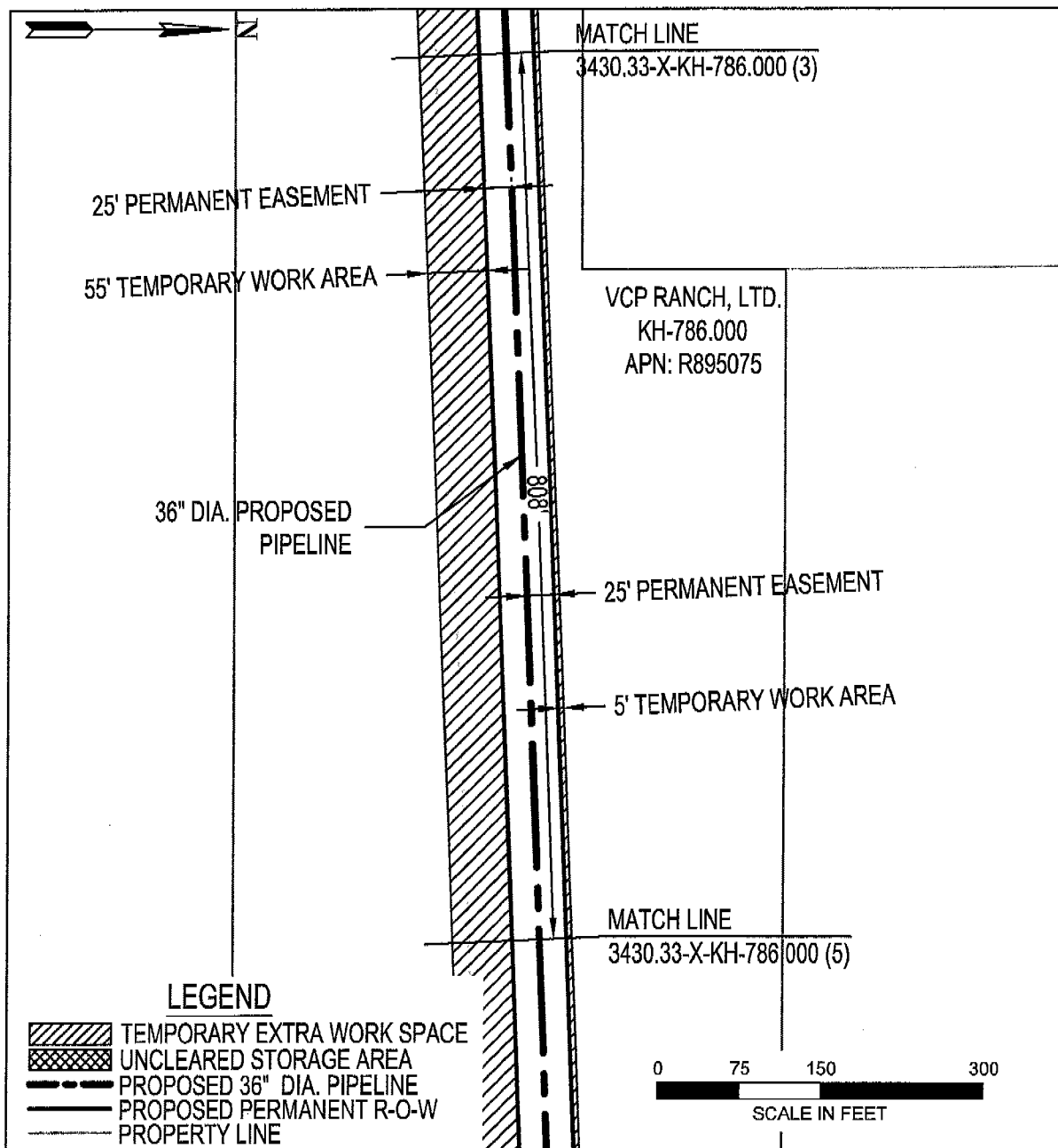
AREA TOTALS			1	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	198635.75	4.560	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL VCP Ranch, LTD M.P. 216.75 TO M.P. 217.53 T-40 S, R-11 E, S-29 KLAMATH COUNTY, OREGON		
TEMP. EXTRA WORK AREA:	248133.58	5.696			
UNCLEARED STORAGE AREA:	0.0	0.0			
DRAWN:TAD DATE:02-24-2015			DRAWING NO: 3430.33-X-KH-786.000 (2)		
CHECK:GMP DATE:03-13-2015					
APPRV: DATE:					




AREA TOTALS			1	EXHIBIT "A"
	SQ. FT.	ACRES.		
PERM. R-O-W:	198635.75	4.560		 Pacific Connector GAS PIPELINE
TEMP. EXTRA WORK AREA:	248133.58	5.696		
UNCLEARED STORAGE AREA:	0.0	0.0		
DRAWN:TAD DATE:02-24-2015				
CHECK:GMP DATE:03-13-2015			PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL VCP Ranch, LTD M.P. 216.75 TO M.P. 217.53 T-40 S, R-11 E, S-29 KLAMATH COUNTY, OREGON	
APPRV: DATE:			DRAWING NO: 3430.33.-X-KH-786.000 (3)	



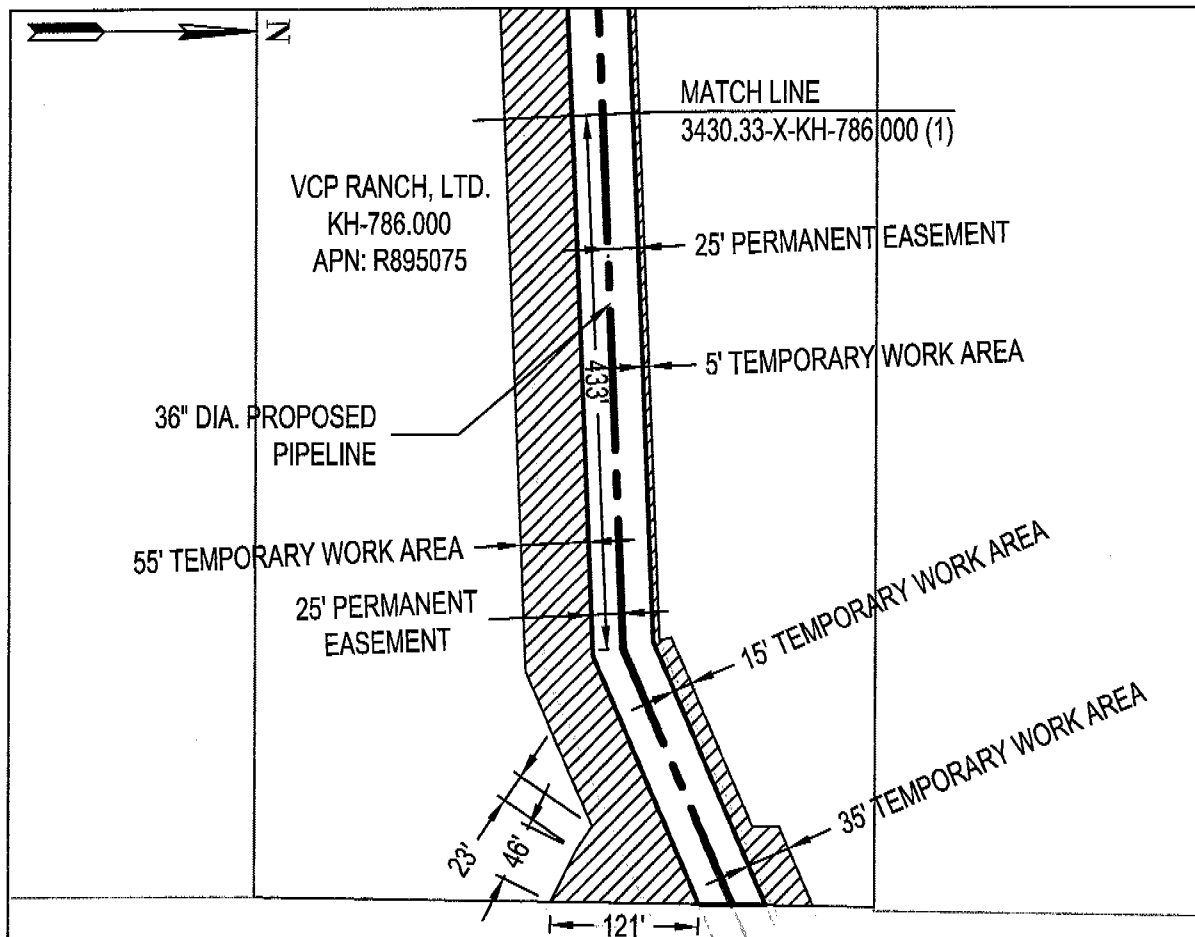




AREA TOTALS			1	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	198635.75	4.560			
TEMP. EXTRA WORK AREA:	248133.58	5.696			
UNCLEARED STORAGE AREA:	0.0	0.0			
DRAWN:TAD DATE:02-24-2015					
CHECK:GMP DATE:03-13-2015					
APPRV: DATE:					

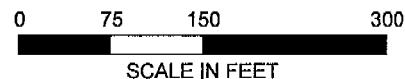
PACIFIC CONNECTOR GAS PIPELINE, LP  
RIGHT-OF-WAY DETAIL  
VCP Ranch, LTD  
M.P. 216.75 TO M.P. 217.53  
T-40 S, R-11 E, S-29  
KLAMATH COUNTY, OREGON


DRAWING NO: 3430.33-X-KH-786.000 (4)



### LEGEND

- TEMPORARY EXTRA WORK SPACE
- UNCLEARED STORAGE AREA
- PROPOSED 36" DIA. PIPELINE
- PROPOSED PERMANENT R-O-W
- PROPERTY LINE



AREA TOTALS			1	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	198635.75	4.560			
TEMP. EXTRA WORK AREA:	248133.58	5.696			
UNCLEARED STORAGE AREA:	0.0	0.0			
DRAWN: TAD DATE: 02-24-2015					
CHECK: GMP DATE: 03-13-2015					
APPRV:      DATE:					

PACIFIC CONNECTOR GAS PIPELINE, LP  
 RIGHT-OF-WAY DETAIL  
 VCP Ranch, LTD  
 M.P. 216.75 TO M.P. 217.53  
 T-40 S, R-11 E, S-29  
 KLAMATH COUNTY, OREGON

DRAWING NO: 3430.33-X-KH-786.000 (5)

EXHIBIT "A-1"

Parcel 3, Land Partition 13-08 replat of Parcel 3 of Land Partition 20-92 in Sections 17, 18, 19, 20 and 29, Township 40 South, Range 11 East of the Willamette Meridian and recorded June 17, 2008 in Volume 2008-008788, Klamath County, Oregon.