

2015-005161

Klamath County, Oregon



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05/20/2015 03:28:17 PM

Fee: \$72.00

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)

GLENN M. HOWARD AND CHRISTINE HOWARD, AS TENANTS BY THE ENTIRETY

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 PART OR PORTION OF THE NORTH HALF OF THE NORTH HALF, LYING NORTHEASTERLY OF
HIGHWAY 39 IN SECTION 20, TOWNSHIP 40 SOUTH, RANGE 10 EAST, WILLAMETTE MERIDIAN AND
BEING MORE PARTICULARLY DESCRIBED ON EXHIBIT A1.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

R98771

W2015OR 12004

72

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

For valuable consideration, Glenn M. Howard and Christine Howard, as tenants by the entirety ("Grantor") whose address is 9452 Matney Way, Klamath Falls, OR 97603 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 part or portion of the NW4 NE4, the SW4 NE4, and all that portion of the NW4, the NE4 of the SW4, and NW4 SE4, lying Northeasterly of Highway 39 in Section 20, Township 40 South, Range 10 East, Willamette Meridian and being more particularly described on the attached Exhibit A1.

Also known by County Assessor Parcel Number(s):

R98771

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 .643 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 21, 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 7th DAY OF May, 2015.

GRANTOR:

Glenn M. Howard
Glenn M. Howard

GRANTOR:

Christine Howard
Christine Howard

GRANTEE:

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

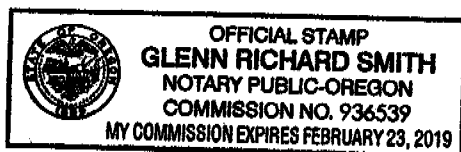
Peggie Labrum
Peggie Labrum, Attorney in Fact

ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF Klamath) ss.

BEFORE ME, the undersigned authority, on this 7 day of MAY, 2015,
personally appeared Glenn M. Howard, 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.



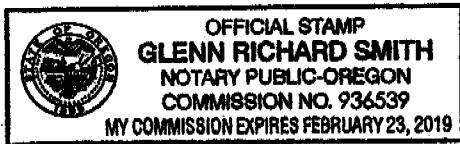
Glenn Richard Smith
Notary Public in and for the
State of Oregon
My Commission Expires: February 23, 2019

ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF Klamath)ss.

BEFORE ME, the undersigned authority, on this 7 day of May, 2015, personally appeared Christine Howard, 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

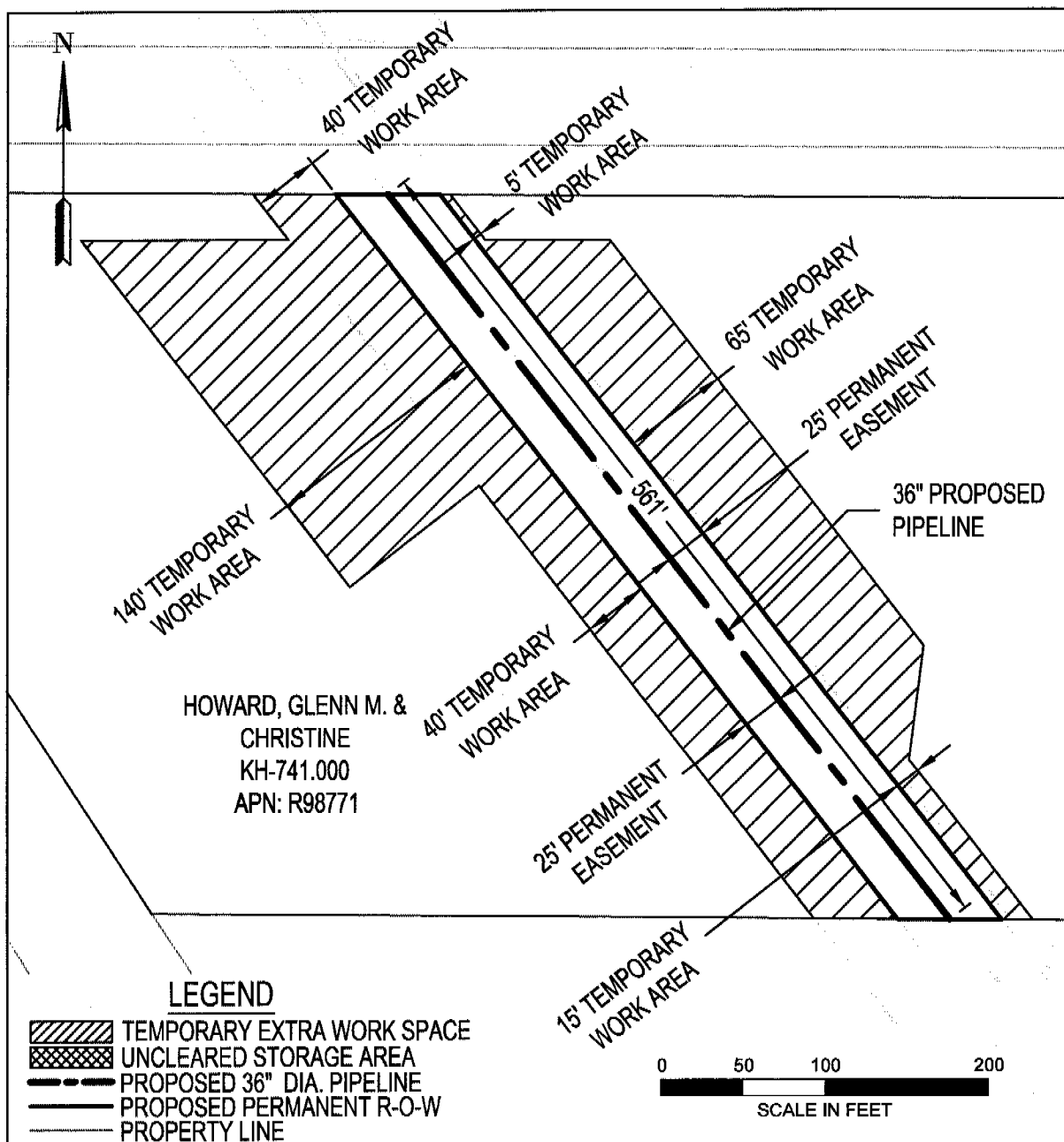
ACKNOWLEDGMENT ATTORNEY-IN-FACT

STATE OF OREGON)
COUNTY OF Jackson)ss.

On the 8th day of May, 20__, Peggie Labrum personally appeared before me and being by me duly sworn, did say that she is the Attorney-in-Fact of Williams Pacific Connector Gas Operator LLC, on behalf of Pacific Connector Gas Pipeline L.P., and that the Agreement was signed on behalf of Williams Pacific Connector Gas Operator LLC, on behalf of Pacific Connector Gas Pipeline L.P., and said to me that as such Attorney-in-Fact she executed the same.



Donna Gail Taylor
Notary Public in and for the
State of Oregon
My Commission Expires: Aug 10, 2018



AREA TOTALS			EXHIBIT "A" PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL Howard, Glenn M + Christine M.P. 209.16 TO M.P. 209.26 T-40 S, R-10 E, S-20 KLAMATH COUNTY, OREGON DRAWING NO: 3430.33-X-KH-741.000
	SQ. FT.	ACRES.	
PERM. R-O-W:	28029.68	0.643	
TEMP. EXTRA WORK AREA:	71324.2	1.637	
UNCLEARED STORAGE AREA:	0.0	0.0	
DRAWN:TAD DATE:03-03-2015			
CHECK:GMP DATE:03-13-2015			
APPRV: DATE:			



EXHIBIT A1

The NW1/4 of the NE1/4, the SW1/4 of the NE1/4, and all that portion of the NW1/4, the NE1/4 of the SW1/4, and the NW1/4 of the SE1/4, lying Northeasterly of the Northeasterly right of way line of Highway 39 in Section 20, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING THEREFROM A parcel of land situated in the Northwest one-quarter of Section 20, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8" iron pin marking the Northwest corner of said Section 20; thence North 89 degree 45' 24" East, along the North line of said Section 20, 2180.17 feet; thence South 00 degrees 14' 35" East, 500.00 feet; thence South 89 degrees 45' 24" West parallel to the North line of said Section 20, 1930.22 feet to a point on the Northeasterly right of way of Oregon State Highway 39; thence North 33 degrees 46' 40" West, along the Northeasterly right of way line of said Oregon State Highway 39, 452.68 feet to a point on the West line of said Section 20; thence North 00 degrees 10' 54" West along the West line of said Section 20, 122.67 feet to the point of beginning.

EXCEPTING THEREFROM any portion lying within the Zuckerman Road right of way.

ALSO EXCEPTING THEREFROM the U.S.B.R. C-9 Lateral.

AND ALSO EXCEPTING THEREFROM any portion lying within the State Highway 39 right of way.