

2015-007150

Klamath County, Oregon



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07/01/2015 12:14:12 PM

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)**

JOHN K. LILLY, SURVIVING TRUSTOR OF THE JOHN K. LILLY AND KAREN L. LILLY REVOCABLE LIVING TRUST

**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**

THOSE PARCELS OF LAND LYING IN SECTIONS 31, 32 AND 33, TOWNSHIP 39 SOUTH, RANGE 8 EAST, AND SECTION 5, TOWNSHIP 40 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED ON THE ATTACHED EXHIBIT "A-1".

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

R501843

W2015OR 12023

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

For valuable consideration, John K. Lilly, Surviving Trustor of The John K. Lilly and Karen L. Lilly Revocable Living Trust ("Grantor") whose address is 13350 Hwy 66, Klamath Falls, OR 97601 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:

Those parcels of land lying in Sections 31, 32 and 33, Township 39 South, Range 8 East, and Section 5, Township 40 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):

**R501843**

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 3.784 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 6-24-2015. 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. If the pipeline has not been installed within 10 years of execution of this easement the landowner may petition the company to relinquish, at its sole discretion, the easement and workspace. The company is under no obligation to relinquish said easement but may elect to do so based on information about the project at that time.

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.

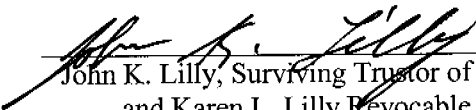
Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and shall be subrogated to such lien and rights.

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.

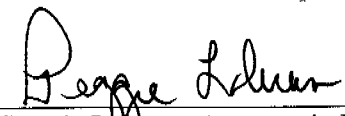
IN WITNESS WHEREOF the parties have EXECUTED THIS CONVEYANCE AND  
AGREEMENT THIS 24<sup>th</sup> DAY OF June, 20 15.

**GRANTOR:**

  
John K. Lilly, Surviving Trustor of The John K. Lilly  
and Karen L. Lilly Revocable Living Trust

**GRANTEE:**

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

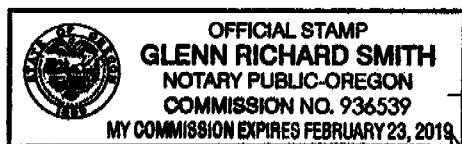
  
Peggie Labrum, Attorney in Fact

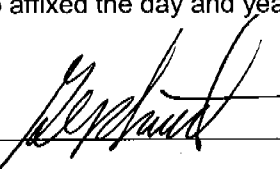
**ACKNOWLEDGMENT**

STATE OF OREGON )  
 )ss.  
COUNTY OF Klamath )

BEFORE ME, the undersigned authority, on this 24<sup>th</sup> day of JUNE, 2015,  
personally appeared JOHN K. Lilly as Surviving Trustor of The John K. Lilly  
and Karen L. Lilly Revocable Living Trust, 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.



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

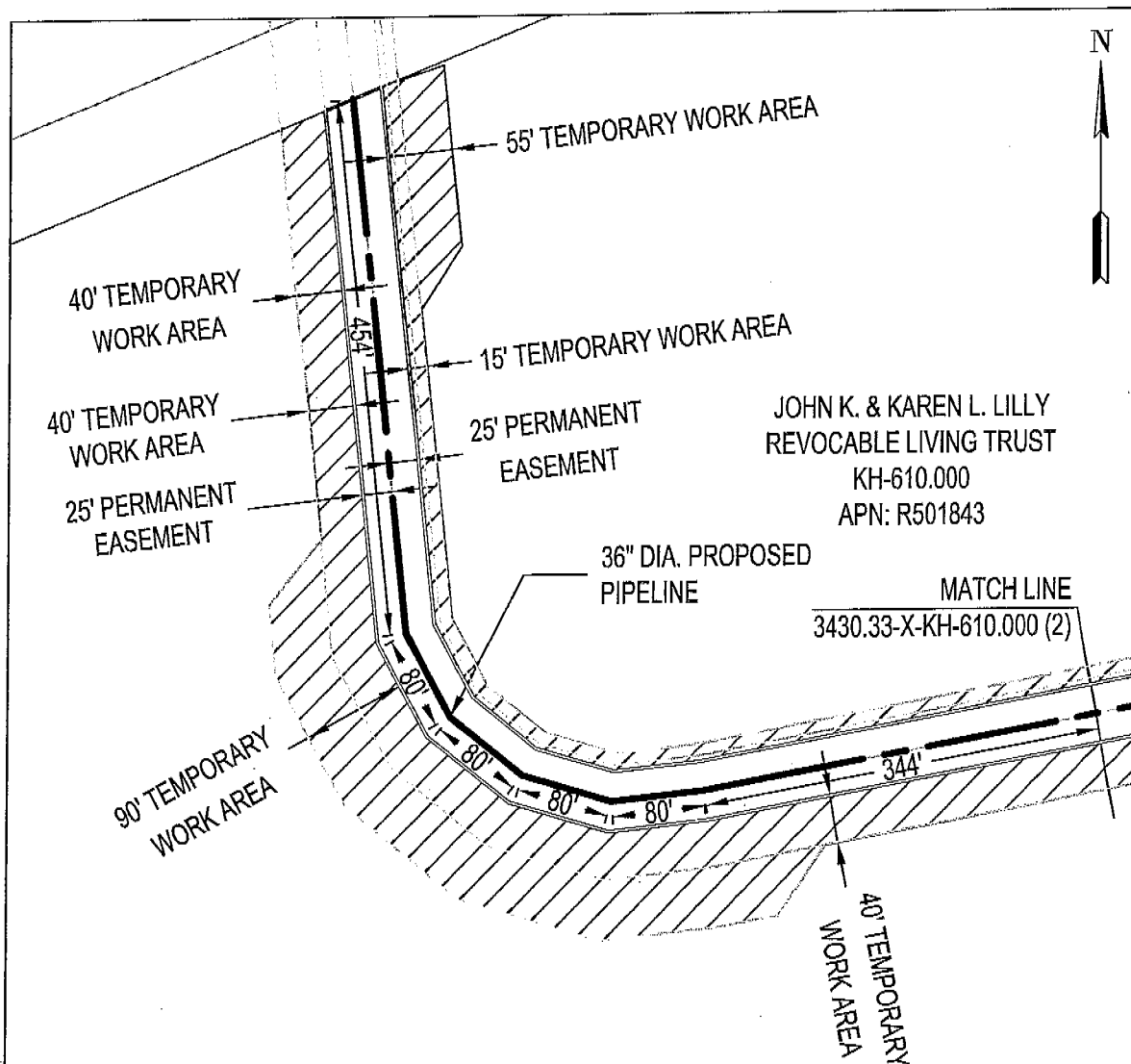
ACKNOWLEDGMENT ATTORNEY-IN-FACT

STATE OF OREGON )  
COUNTY OF Jackson )ss.

On the 25<sup>th</sup> day of June, 2015, 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.

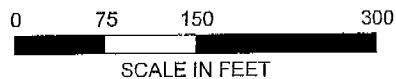



Donna Gail Taylor  
Notary Public in and for the  
State of Oregon  
My Commission Expires: August 10, 2018

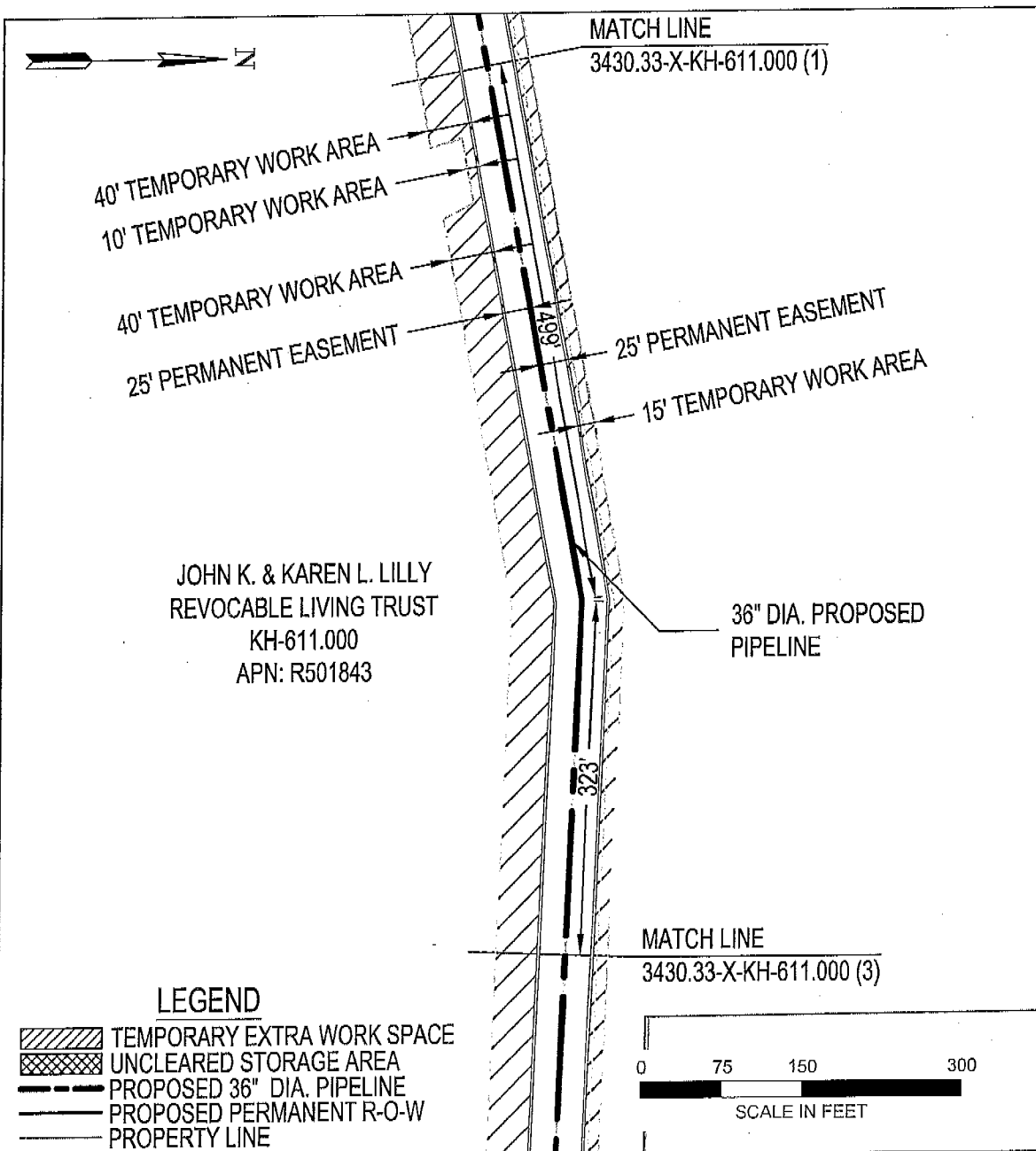



### LEGEND

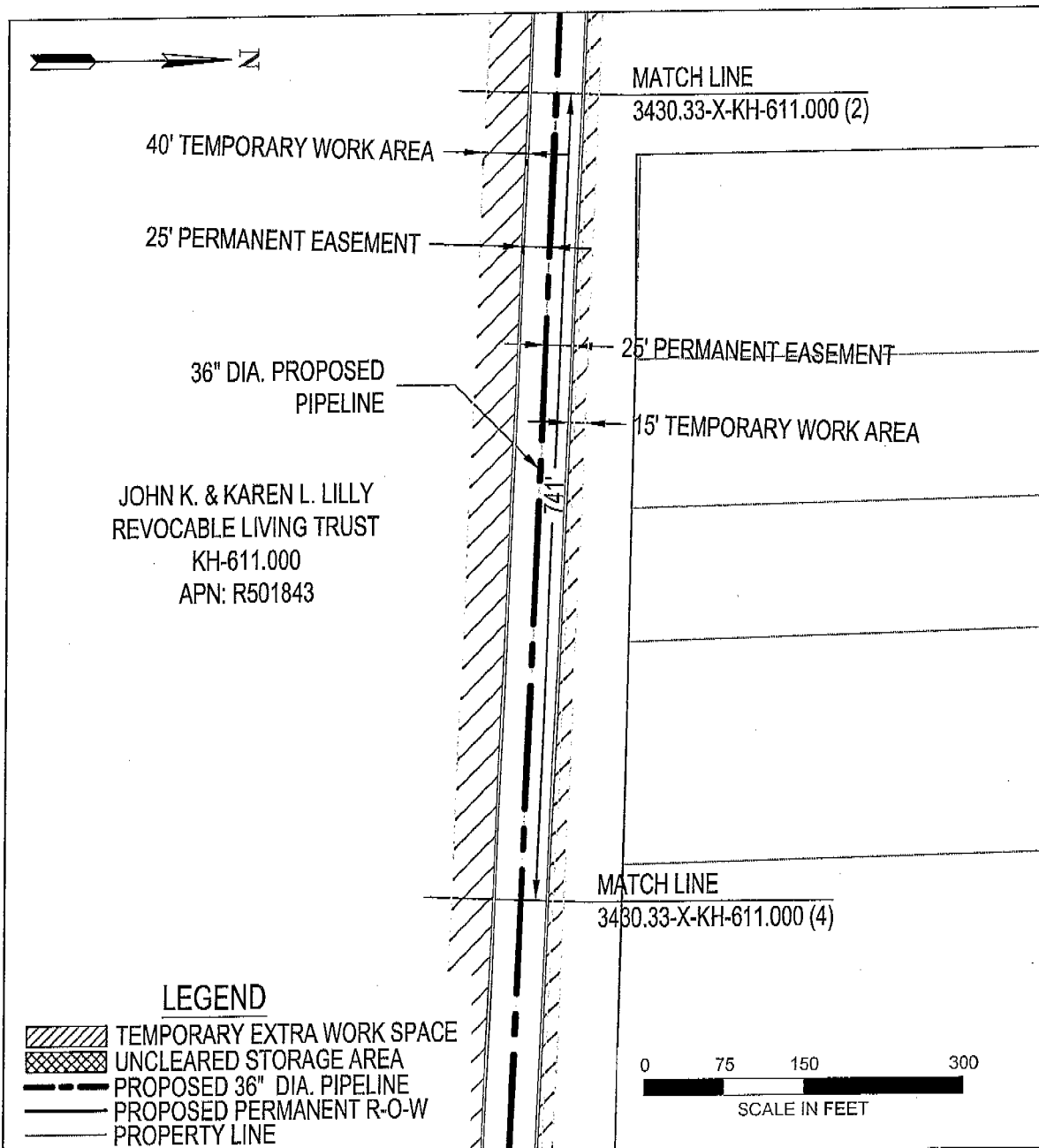
- TEMPORARY EXTRA WORK SPACE
- UNCLEARED STORAGE AREA
- PROPOSED 36" DIA. PIPELINE
- PROPOSED PERMANENT R-O-W
- PROPERTY LINE




AREA TOTALS			1	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	164834.58	3.784		PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL	
TEMP. EXTRA WORK AREA:	211101.09	4.846		John K + Karen L Lilly Revocable Living Trust	
UNCLEARED STORAGE AREA:	0.0	0.0		M.P. 191.48 TO M.P. 192.10	
DRAWN: TAD DATE: 02-18-2015				T-39 S, R-8 E, S-32	
CHECK: GMP DATE: 02-19-2015				KLAMATH COUNTY, OREGON	
APPRV:      DATE:				DRAWING NO: 3430.33-X-KH-610.000 (1)	

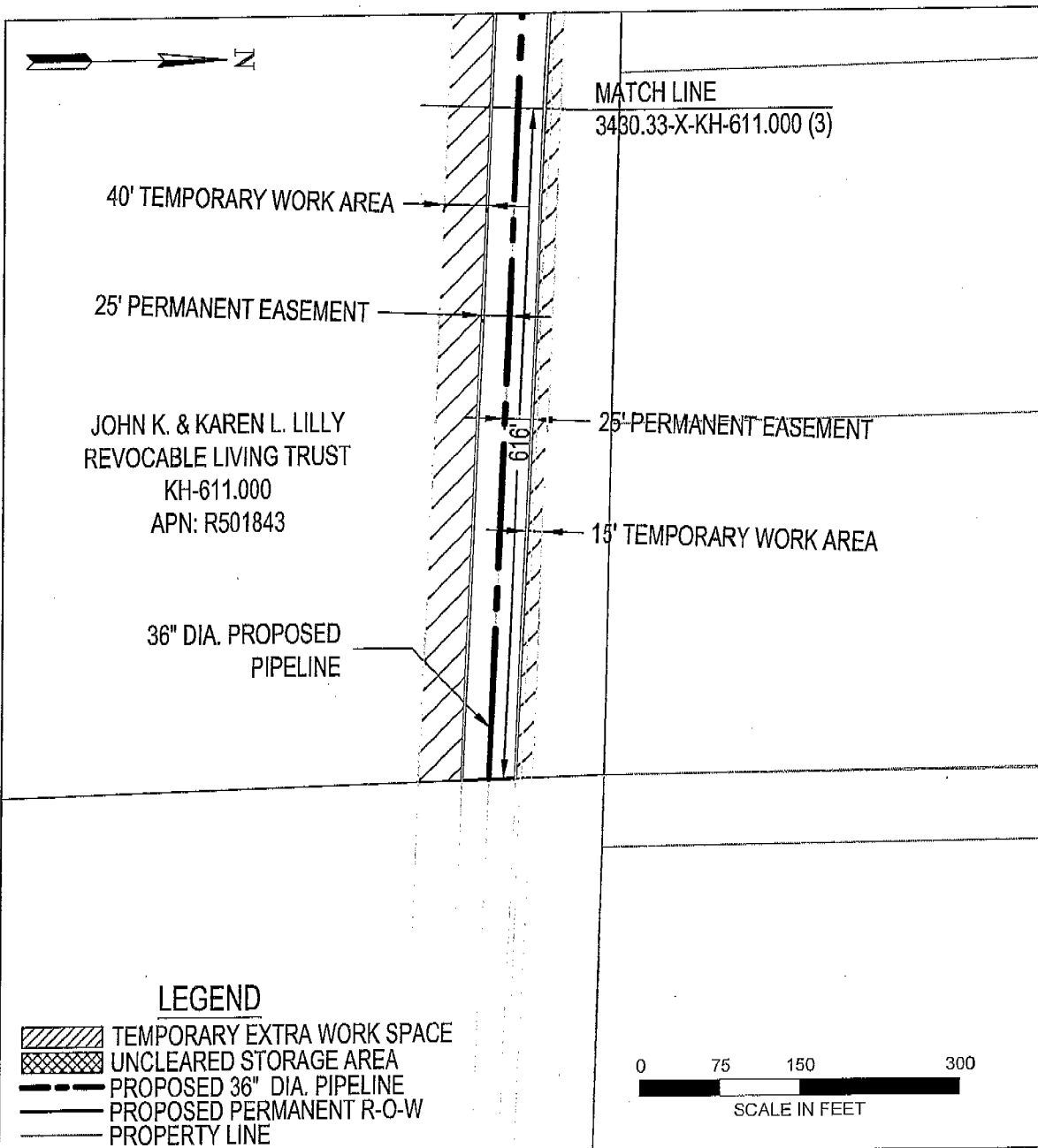


AREA TOTALS			1	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	164834.58	3.784		PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL John K + Karen L Lilly Revocable Living Trust M.P. 191.48 TO M.P. 192.10 T-39 S, R-8 E, S-32 KLAMATH COUNTY, OREGON	
TEMP. EXTRA WORK AREA:	211101.09	4.846			
UNCLEARED STORAGE AREA:	0.0	0.0			
DRAWN:TAD DATE:02-18-2015					
CHECK:GMP DATE:02-19-2015					
APPRV: DATE:			DRAWING NO: 3430.33-X-KH-610.000 (2)		



AREA TOTALS			1	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	164834.58	3.784		PACIFIC CONNECTOR GAS PIPELINE, LP	
TEMP. EXTRA WORK AREA:	211101.09	4.846		RIGHT-OF-WAY DETAIL	
UNCLEARED STORAGE AREA:	0.0	0.0		John K + Karen L Lilly Revocable Living Trust	
DRAWN: TAD DATE: 02-18-2015				M.P. 191.48 TO M.P. 192.10	
CHECK: GMP DATE: 02-19-2015				T-39 S, R-8 E, S-32	
APPRV: DATE:				KLAMATH COUNTY, OREGON	
				DRAWING NO: 3430.33-X-KH-610.000 (3)	






AREA TOTALS			1	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	164834.58	3.784		PACIFIC CONNECTOR GAS PIPELINE, LP	
TEMP. EXTRA WORK AREA:	211101.09	4.846		RIGHT-OF-WAY DETAIL	
UNCLEARED STORAGE AREA:	0.0	0.0		John K + Karen L Lilly Revocable Living Trust	
DRAWN: TAD DATE: 02-18-2015				M.P. 191.48 TO M.P. 192.10	
CHECK: GMP DATE: 02-19-2015				T-39 S, R-8 E, S-32	
APPRV: DATE:				KLAMATH COUNTY, OREGON	
				DRAWING NO: 3430.33-X-KH-610.000 (4)	

EXHIBIT "A-1"

All that portion of the S1/2 NE1/4 of Section 32, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, lying South of the Klamath Falls-Ashland Highway and West of that parcel of land conveyed to O.L. Grimes by deed recorded in Book 109 at Page 299, deed records of Klamath County, Oregon.

All that portion of the SE1/4 NW1/4 of Section 32, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, lying South of the Klamath Falls Ashland Highway.

All of the SE1/4 of Section 32, Township 39 South, Range 8 East of the Willamette Meridian. EXCEPTING THEREFROM the portion contained in the right of way of Weyerhaeuser Timber Company's Logging Railroad, and that portion thereof lying Southeasterly from said right of way.

The NE1/4 SW1/4, Government Lots 2 and 10, and all of Government Lot 11 in Section 32, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon. EXCEPTING the portion contained in the right of way of Weyerhaeuser Timber Company's Logging Railroad, and that portion described as follows:

Beginning at the corner common to Sections 31 and 32, Township 39 South, and Sections 5 and 6, Township 40 South, all in Range 8 East of the Willamette Meridian; thence North along the Section line 490.7 feet, more or less, to the meander corner; thence South 81° 30' East, along the meander line which is the Northerly line of Government Lot 11 of said Section 32, a distance of 800.8 feet; thence South 52°32' East, 612.7 feet, more or less, to the South line of said Section 32; thence West, along the section line, a distance of 1278.3 feet, more or less, to the point of beginning, being a portion of Government Lot 11, Section 32, Township 39 South, Range 8 East of the Willamette Meridian. SAVING AND EXCEPTING that parcel of land containing 0.86 of an acre, more or less, deeded by B.E. Kerns to the Weyerhaeuser Timber Company for railroad right of way, the deed for which is recorded in Book 85 at Page 104, Deed records of Klamath County, Oregon.

All that portion of the NW1/4 SW1/4 and Government Lot 1 of Section 32, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows:

Beginning at the quarter section corner between Sections 31 and 32, Township 39 South, Range 8 East of the Willamette Meridian; thence South along the Section line 14.66 chains; thence East 12 chains; thence South to the South boundary of Government Lot 1; thence East along the meander line to the Southeast corner of Government Lot 1; thence North to the Northeast corner of the NW1/4 SW1/4 of Section 32; thence West to the point of beginning. EXCEPTING THEREFROM the following portion thereof:

Beginning at the quarter section corner on the West line of said Section 32; thence South along the section line 870 feet; thence East 879 feet, more or less, to the West line of the State Highway; thence Northerly along said line of Highway to a point which is 1100 feet East and 206 feet South of said quarter section corner; thence North 206 feet to the North line of said NW1/4 SW1/4; thence West along said line 1100 feet to the said quarter section corner, and ALSO EXCEPTING THEREFROM that portion thereof described as follows:

Beginning at a point on a line between Sections 31 and 32, which is 870 feet South of the quarter corner common to said Sections 31 and 32; thence South along said section line a distance of 97.56 feet to the Northwest corner of the D.J. Puckett property; thence West 879 feet, more or less, to the West line of the right of way of the Oregon State Highway No. 66; thence North along the West line of said right of way 97.56 feet; thence East 879 feet to the point of beginning.