

Returned at Counter

2015-009341

Klamath County, Oregon



00174868201500093410050053

08/21/2015 02:20:43 PM

Fee: \$62.00

**WILLIAMS PACIFIC CONNECTOR GAS OPERATOR LLC
FACILITIES EASEMENT AGREEMENT**

For Ten Dollars (\$10.00) and other valuable consideration, Wasser & Winters Company, a Washington Corporation ("Grantor") whose address is PO Box 396, Longview, WA 98632 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, an exclusive facilities easement ("Easement") in order to locate, survey, construct, entrench, maintain, repair, replace, protect, inspect and operate a block valve, a road and related facilities ("facilities") that are necessary for the operation and maintenance of the pipeline for the transportation of natural gas, on, over, above 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, or parcels of land lying in the S2 NE4 and SE4 NW4 of Section 4, Township 38 South, Range 5 East, of the Willamette Meridian, Klamath County, Oregon and being more particularly described on the attached Exhibit "A-1".

Also known by County Assessor Parcel Number(s): **R70979**

A legal description and drawing of the facilities easement is described in Exhibit "A" attached and made a part of this agreement. The Easement is located in close proximity to the existing pipeline and shall be designated by Grantee and encumbers approximately 2500 square feet; .057 acres.

This Easement conveys to Grantee the right of ingress and egress to and from said facilities, with the right to use existing and future roads, for the purposes of surveying, constructing, inspecting, repairing, protecting, operating and maintaining said facilities, and the removal or replacement of same at will, either in whole or in part. Grantee shall have the right of exclusive use of any portion of said property occupied by Grantee's improvements which may be constructed on, under, or above the surface.

Grantee shall have the right to cut and 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 within the Easement. Grantee shall have the right to fence and secure the area covered by this Easement and restrict access to the area.

Grantee shall possess the above-described rights and Easement, together with all rights necessary to operate, protect and maintain the facilities involved with the Easement 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 agreement, with such rights and Easement deemed as 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 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.

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

W20150R12033

W2

Easement or that was caused solely by the Grantor's actions or inactions.

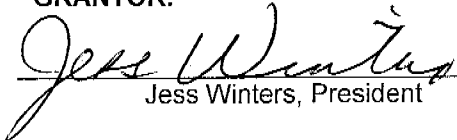
Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other liens on said land and shall be subrogated to such lien and rights.

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 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 11th DAY OF Aug, 2015

GRANTOR:



Jess Winters, President

GRANTOR:



Marsha Gallow, Secretary

GRANTEE:

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



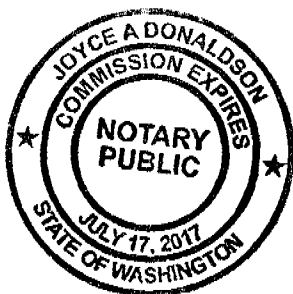
Peggie Labrum, Attorney in Fact

ACKNOWLEDGMENT

STATE OF Washington)
COUNTY OF Cowlitz) ss.

BEFORE ME, the undersigned authority, on this 11th day of August, 2015, personally appeared Jess Winters as President of Wasser & Winters Company, 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.



Joyce A. Donaldson
Notary Public in and for the
State of Oregon Washington
My Commission Expires: July 17, 2017

ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF _____) ss.

BEFORE ME, the undersigned authority, on this 11th day of August, 2015, personally appeared Marsha Gallow as Secretary of Wasser & Winters Company, 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.



Joyce A. Donaldson
Notary Public in and for the
State of Oregon Washington
My Commission Expires: July 17, 2017

ACKNOWLEDGMENT ATTORNEY-IN-FACT

STATE OF OREGON

COUNTY OF

Jackson

)ss.

On the 17th day of August, 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



OFFICIAL STAMP
DONNA GAIL TAYLOR
NOTARY PUBLIC-OREGON
COMMISSION NO. 931180
MY COMMISSION EXPIRES AUGUST 10, 2018

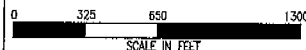
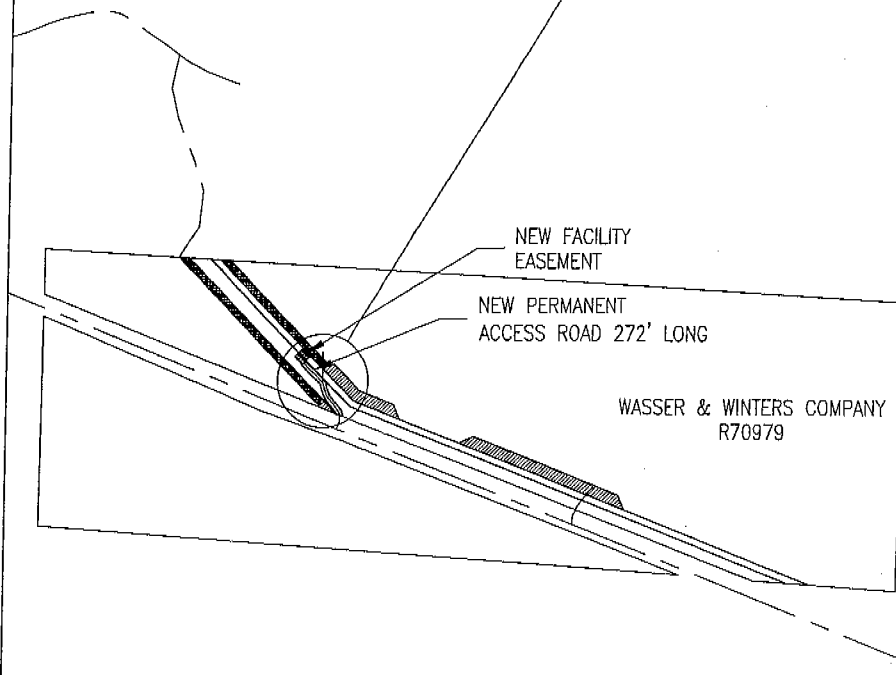
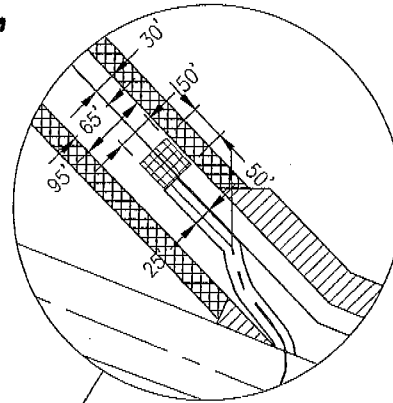
Notary Public in and for the
State of Oregon

My Commission Expires:

August 10, 2018



EXHIBIT "A"



SCALE IN FEET

AREA TOTALS

	SQ. FT.	ACRES
NEW FACILITY EASEMENT:	2500	.057

REVISIONS

#	DATE	BY	W.O.	CHK	APP
A	5-27-2015	JCP	1026555	GMP	RGD

PACIFIC CONNECTOR GAS PIPELINE PROJECT
PACIFIC CONNECTOR GAS PIPELINE, LP
WASSER & WINTERS COMPANY
M.P. 169.48
T-38-S, R-05-E, S-04
KLAMATH COUNTY, OREGON



DRAWN: JCP	DATE: 5-27-2015	ISSUED FOR BID:	SCALE: 1" = 650'
CHECK: GMP	DATE: 5-27-2015	ISSUED FOR CONST.:	
APPROV: RGD	DATE: 5-27-2015	DRAWING NUMBER: MLBV-13 EXHIBIT	
			SHEET: 1 OF 1