

2015-009342

Klamath County, Oregon



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08/21/2015 02:20:46 PM

Fee: \$87.00

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)

WASSER & WINTERS COMPANY, A WASHINGTON CORPORATION

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 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".

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

R70979

W2015OR 12030

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

For 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, 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 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 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 3.471 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 August 11, 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 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 August, 20 15.

GRANTOR:

Jess Winters
Jess Winters, President

GRANTOR:

Marsha Gallow
Marsha Gallow, Secretary

GRANTEE:

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

Peggie Labrum
Peggie Labrum, Attorney in Fact

ACKNOWLEDGMENT

Washington
STATE OF OREGON)
COUNTY OF Clatsop) 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.



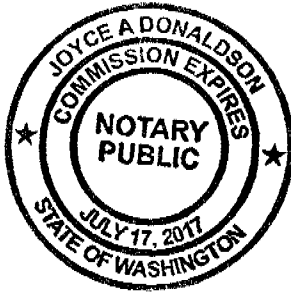
Joyce A. Donaldson
Notary Public in and for the
State of Oregon Washington
My Commission Expires: July 17, 2017

ACKNOWLEDGMENT

Washington
STATE OF OREGON)
COUNTY OF Columbia) 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.

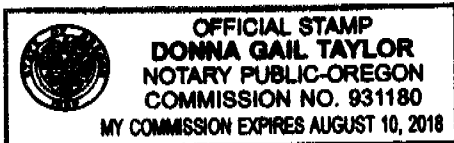


Joyce A. Donaldson
Notary Public in and for the
State of Oregon Washington
My Commission Expires: July 17, 2017

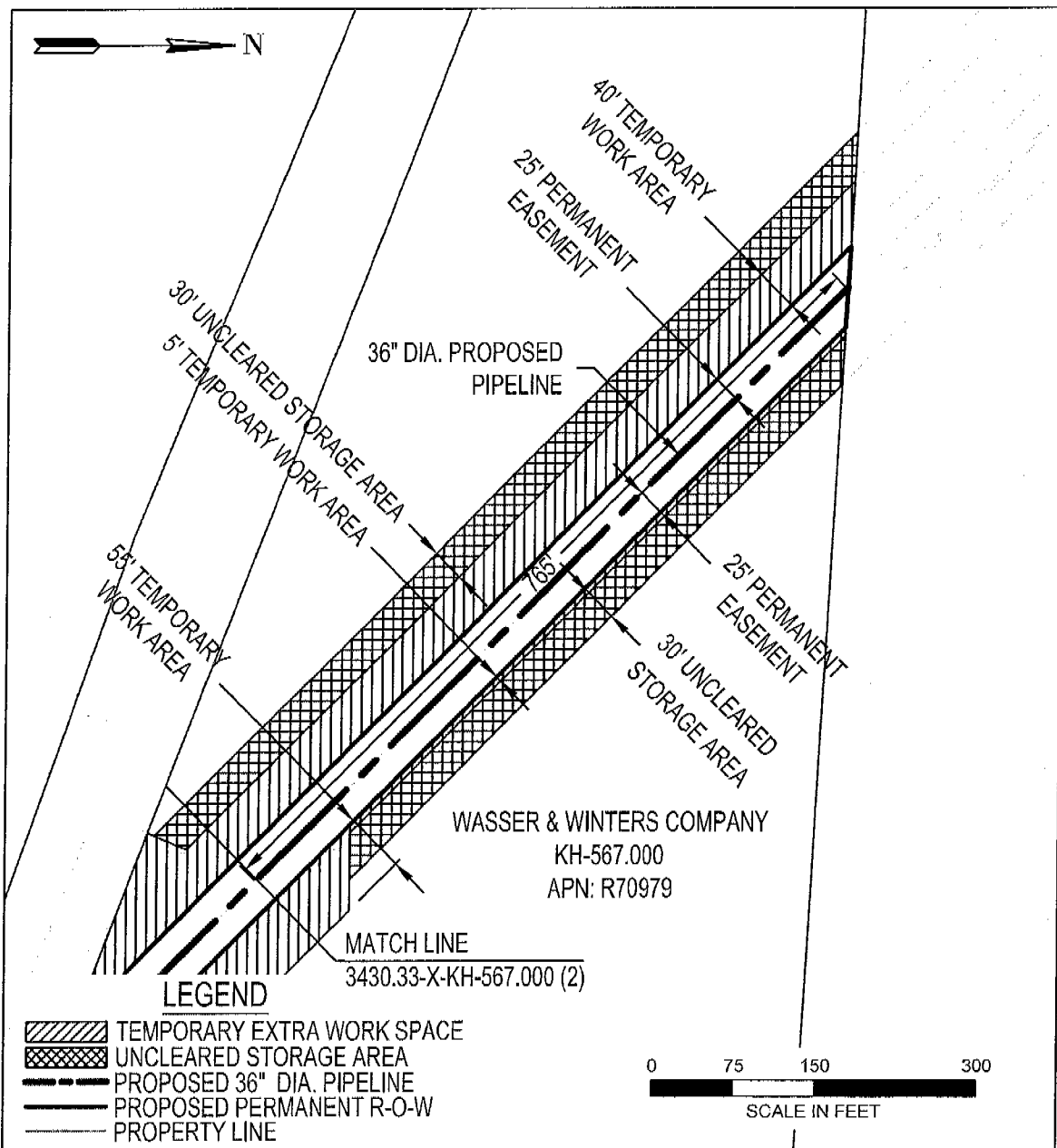
ACKNOWLEDGMENT ATTORNEY-IN-FACT


STATE OF OREGON)
COUNTY OF Jackson) ss.

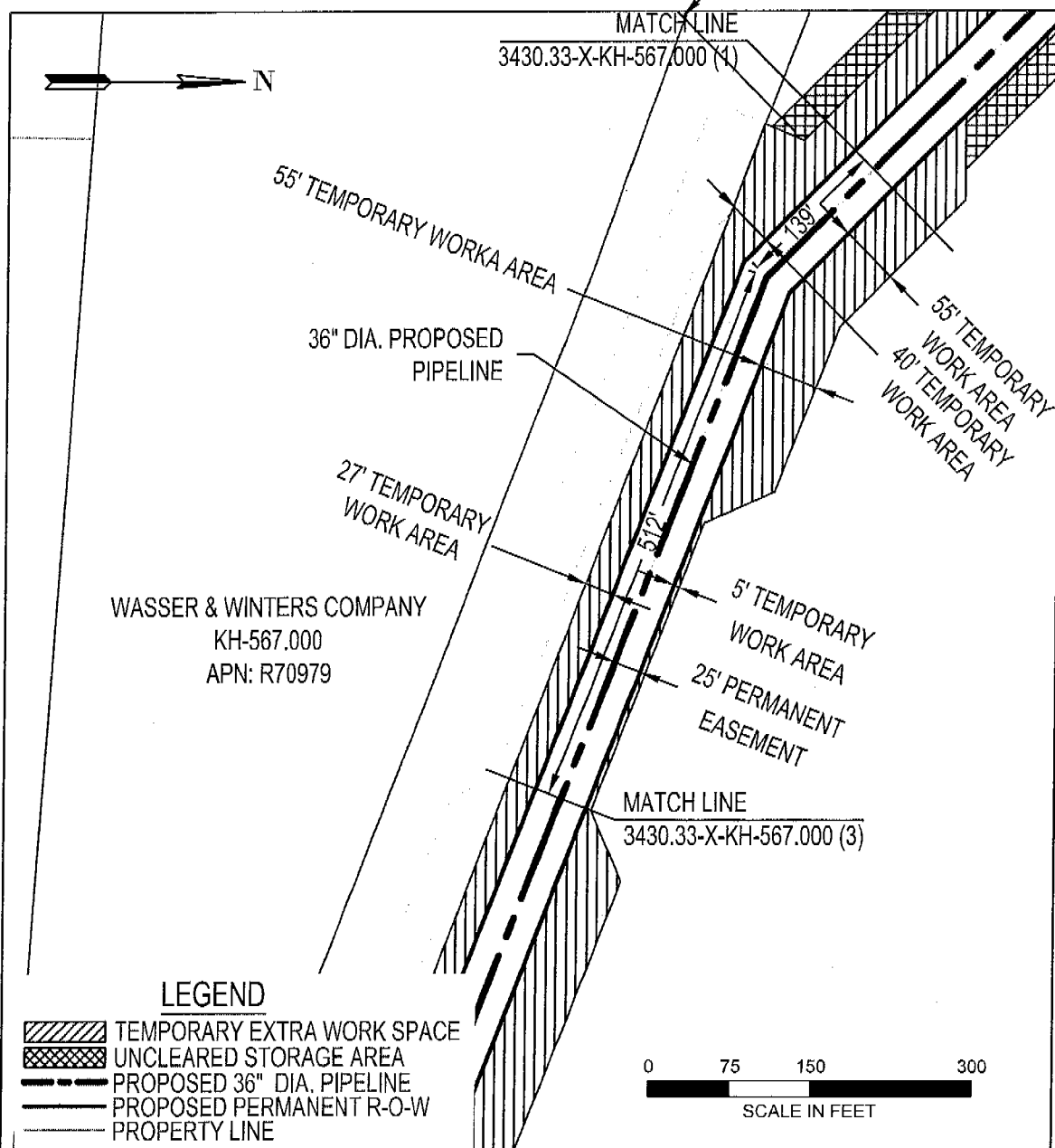
On the 17th day of August, 2015, Peggie Labrum personally appeared before me and being by me duly sworn, did say that she is the Attorney-in-Fact of Williams Pacific Connector Gas Operator LLC, on behalf of Pacific Connector Gas Pipeline L.P., and that the Agreement was signed on behalf of Williams Pacific 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.




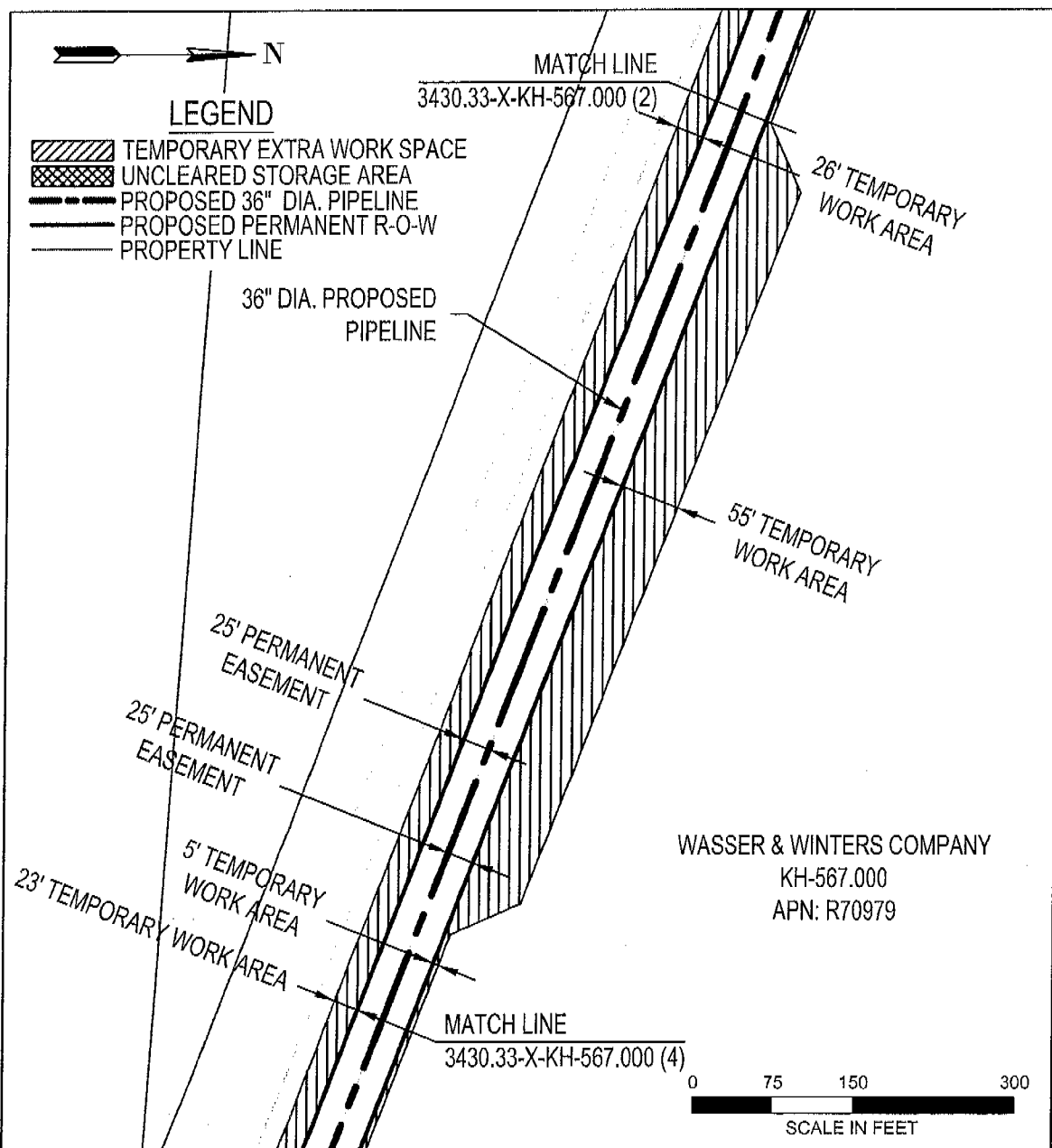
Donna Gail Taylor
Notary Public in and for the
State of Oregon
My Commission Expires: August 10, 2018




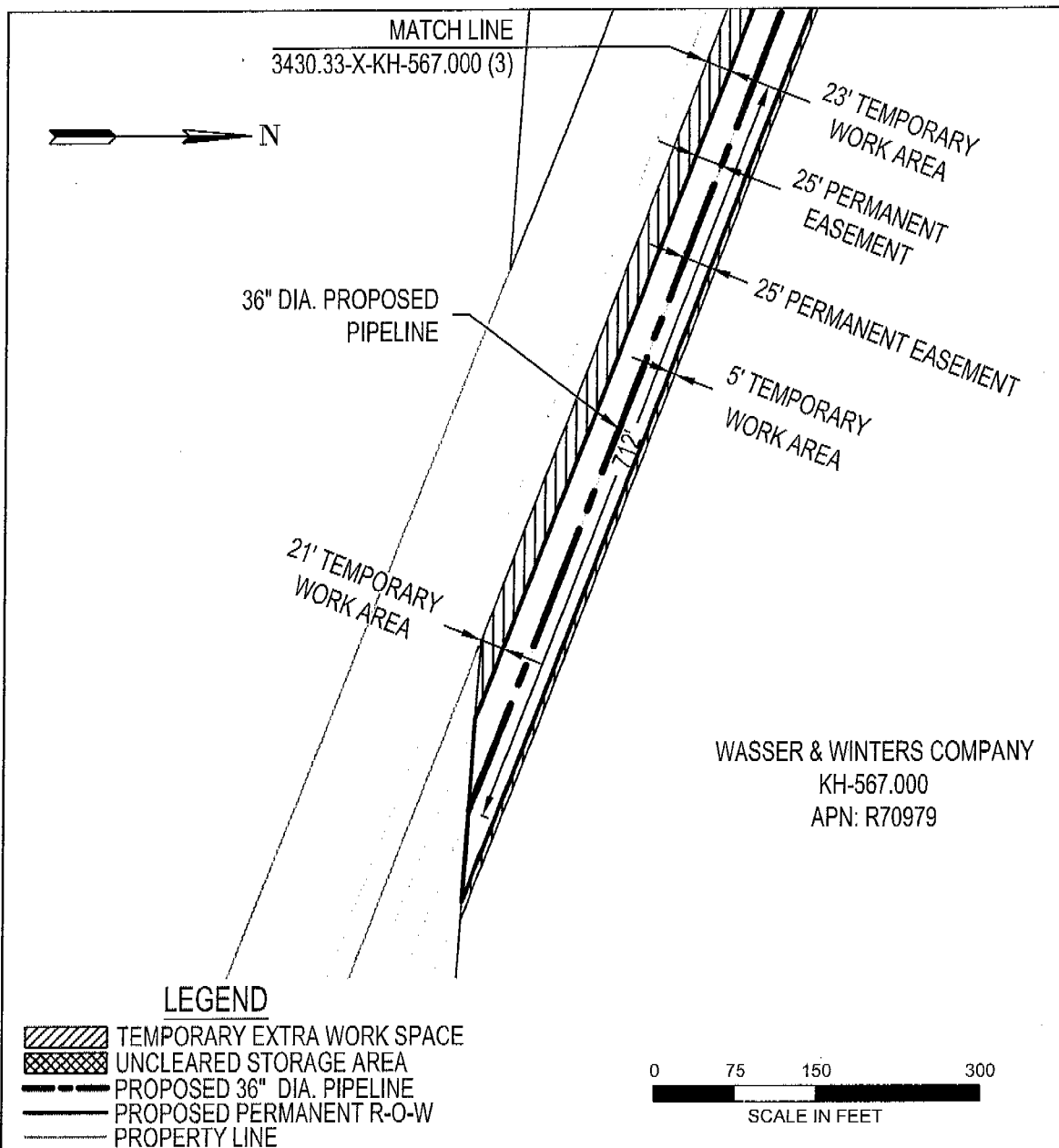
AREA TOTALS			EXHIBIT "A"  PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL Wasser + Winters Company M.P. 169.36 TO M.P. 169.94 T-38 S, R-5 E, S-4 KLAMATH COUNTY, OREGON DRAWING NO: 3430.33-X-KH-567.000 (1)
	SQ. FT.	ACRES.	
PERM. R-O-W:	148703.81	3.414	
TEMP. EXTRA WORK AREA:	161200.13	3.701	
UNCLEARED STORAGE AREA:	45798.08	1.051	
DRAWN: TAD DATE: 03-03-2015			
CHECK: GMP DATE: 03-13-2015			
APPRV: BAB DATE: 08-06-2015			



AREA TOTALS			EXHIBIT "A"  PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL Wasser + Winters Company M.P. 169.36 TO M.P. 169.94 T-38 S, R-5 E, S-4 KLAMATH COUNTY, OREGON DRAWING NO: 3430.33-X-KH-567.000 (2)
	SQ. FT.	ACRES.	
PERM. R-O-W:	148703.81	3.414	
TEMP. EXTRA WORK AREA:	161200.13	3.701	
UNCLEARED STORAGE AREA:	45798.08	1.051	
DRAWN: TAD DATE: 03-03-2015			
CHECK: GMP DATE: 03-13-2015			
APPRV: BAB DATE: 08-06-2015			



AREA TOTALS			EXHIBIT "A"	
	SQ. FT.	ACRES.		
PERM. R-O-W:	148703.81	3.414	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL Wasser + Winters Company M.P. 169.36 TO M.P. 169.94 T-38 S, R-5 E, S-4 KLAMATH COUNTY, OREGON	
TEMP. EXTRA WORK AREA:	161200.13	3.701		
UNCLEARED STORAGE AREA:	45798.08	1.051		
DRAWN: TAD DATE: 03-03-2015			DRAWING NO: 3430.33-X-KH-567.000 (3)	
CHECK: GMP DATE: 03-13-2015				
APPRV: BAB DATE: 08-06-2015				




AREA TOTALS			EXHIBIT "A"  PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL Wasser + Winters Company M.P. 169.36 TO M.P. 169.94 T-38 S, R-5 E, S-4 KLAMATH COUNTY, OREGON DRAWING NO: 3430.33-X-KH-567.000 (4)
	SQ. FT.	ACRES.	
PERM. R-O-W:	148703.81	3.414	
TEMP. EXTRA WORK AREA:	161200.13	3.701	
UNCLEARED STORAGE AREA:	45798.08	1.051	
DRAWN: TAD DATE: 03-03-2015			
CHECK: GMP DATE: 03-13-2015			
APPRV: BAB DATE: 08-06-2015			

EXHIBIT "A-1"

In Township 38 South, Range 5 East of the Willamette Meridian, Klamath County, Oregon:

Section 4: S1/2 NE1/4; SE1/4 NW1/4; EXCEPTING THEREFROM any portion lying within Clover
Creek Road