

**RECORDING COVER SHEET (Please Print or Type)**

The information on this sheet is a reflection of the attached instrument for the purpose of meeting first page recording requirements, ORS 205.234.

If this cover page is included with your document, please add \$5.00 to the total recording fees.

**AFTER RECORDING RETURN TO:**

Pacific Connector Gas Pipeline

832 NW Highland Street

Roseburg, OR 97470

**Assari Title** WAS REQUESTED TO  
RECORD THIS INSTRUMENT AS  
AN ACCOMMODATION. IT HAS NOT  
BEEN EXAMINED FOR SUFFICIENCY  
ON ITS EFFECT UPON THE TITLE.

**1) TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)**

Right-of-Way and Easement

**2) DIRECT PARTY / GRANTOR(S) ORS 205.125(1)(b) and 205.160**

Stukel Mountain Properties, LLC

7552 E. Wethersfield Rd.

Scottsdale, AZ 85260

**3) INDIRECT PARTY / GRANTEE(S) ORS 205.125(1)(a) and 205.160**

Williams Pacific Connector Gas Operator LLC

PO Box 58900

Salt Lake City, UT 84158-0900

**4) TRUE AND ACTUAL CONSIDERATION**

ORS 93.030(5) – Amount in dollars or other

\$ 47,026.55

☐ Other

**5) SEND TAX STATEMENTS TO:**

No Change

**6) SATISFACTION of ORDER or WARRANT**

ORS 205.125(1)(e)

CHECK ONE: ☐ FULL

(If applicable) ☐ PARTIAL

**7) The amount of the monetary obligation imposed by the order or warrant. ORS 205.125(1)(c)**

\$ \_\_\_\_\_

**8) If this instrument is being Re-Recorded, complete the following statement, in**

**accordance with ORS 205.244: "RERECORDED TO CORRECT \_\_\_\_\_**  
**PREVIOUSLY RECORDED IN**  
**BOOK \_\_\_\_\_ AND PAGE \_\_\_\_\_, OR AS FEE NUMBER \_\_\_\_\_."**

APPROVED FOR RECORDING

**RETURN ADDRESS**

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

**A**  
**Asari Title** WAS REQUESTED TO  
RECORD THIS INSTRUMENT AS  
AN ACCOMMODATION. IT HAS NOT  
BEEN EXAMINED FOR SUFFICIENCY  
ON ITS EFFECT UPON THE TITLE.

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

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

**GRANTOR(S)**

STUKEL MOUNTAIN PROPERTIES, LLC, AN OREGON LIMITED LIABILITY COMPANY

**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 PARCEL OF LAND BEING DESCRIBED AS GOVERNMENT LOTS 5, 6, 7, 8 AND 9; N1/2 NW1/4; SE1/4  
NW1/4, LYING SOUTHWESTERLY OF THE RAILROAD, IN SECTION 27, TOWNSHIP 40 SOUTH, RANGE 10  
EAST OF THE WILLAMETTE MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED ON THE ATTACHED  
EXHIBIT "A-1".

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

R897897

W2015OR 12036

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

For valuable consideration, Stukel Mountain Properties, LLC, an Oregon Limited Liability Company ("Grantor") whose address is 7552 E. Wethersfield Rd., Scottsdale, AZ 85260 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 parcel of land being described as Government Lots 5, 6, 7, 8 and 9; N1/2 NW1/4; SE1/4 NW1/4, lying Southwesterly of the Railroad, in Section 27, Township 40 South, Range 10 East of the Willamette Meridian and being more particularly described on the attached Exhibit "A-1".

Also known by County Assessor Parcel Number(s): **R897897**

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 2.650 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 9/2/15. 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. Except in emergency, Grantee will notify Grantor, in writing or by phone, 48 hours prior to entering the right of way on the Grantor's land.

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 21 DAY OF September, 20 15.

GRANTOR:

Sandi S. Hunter

Sandi Suzanne Hunter, Member

GRANTOR:

Jeff Michael Hunter

Jeff Michael Hunter, Member

GRANTEE:

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

Peggie Labrum

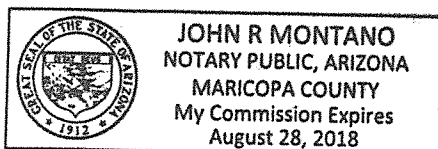
Peggie Labrum, Attorney in Fact

ACKNOWLEDGMENT

STATE OF ARIZONA )  
~~OREGON~~ ) ss.  
COUNTY OF MARICOPA )

BEFORE ME, the undersigned authority, on this 21 day of SEPTEMBER, 2015, personally appeared SANDRA S. HUNTER as Member of Stukel Mountain Properties, LLC, an Oregon Limited Liability 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.



John R. Montano

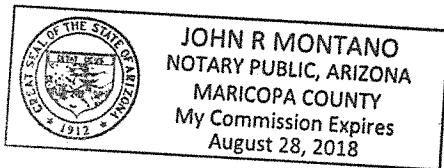
Notary Public in and for the  
State of ~~Oregon~~ ARIZONA  
My Commission Expires: AUGUST 28, 2018

ACKNOWLEDGMENT

STATE OF ARIZONA )  
COUNTY OF MARICOPA ) ss.

BEFORE ME, the undersigned authority, on this 21 day of SEPTEMBER, 2015, personally appeared JEFFM. HUNTER as Member of Stukel Mountain Properties, LLC, an Oregon Limited Liability 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.

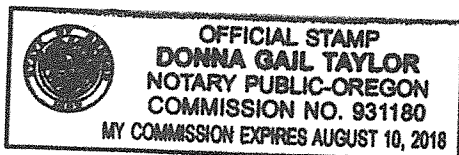


John R. Montano  
Notary Public in and for the  
State of Oregon ARIZONA  
My Commission Expires: AUGUST 28, 2018

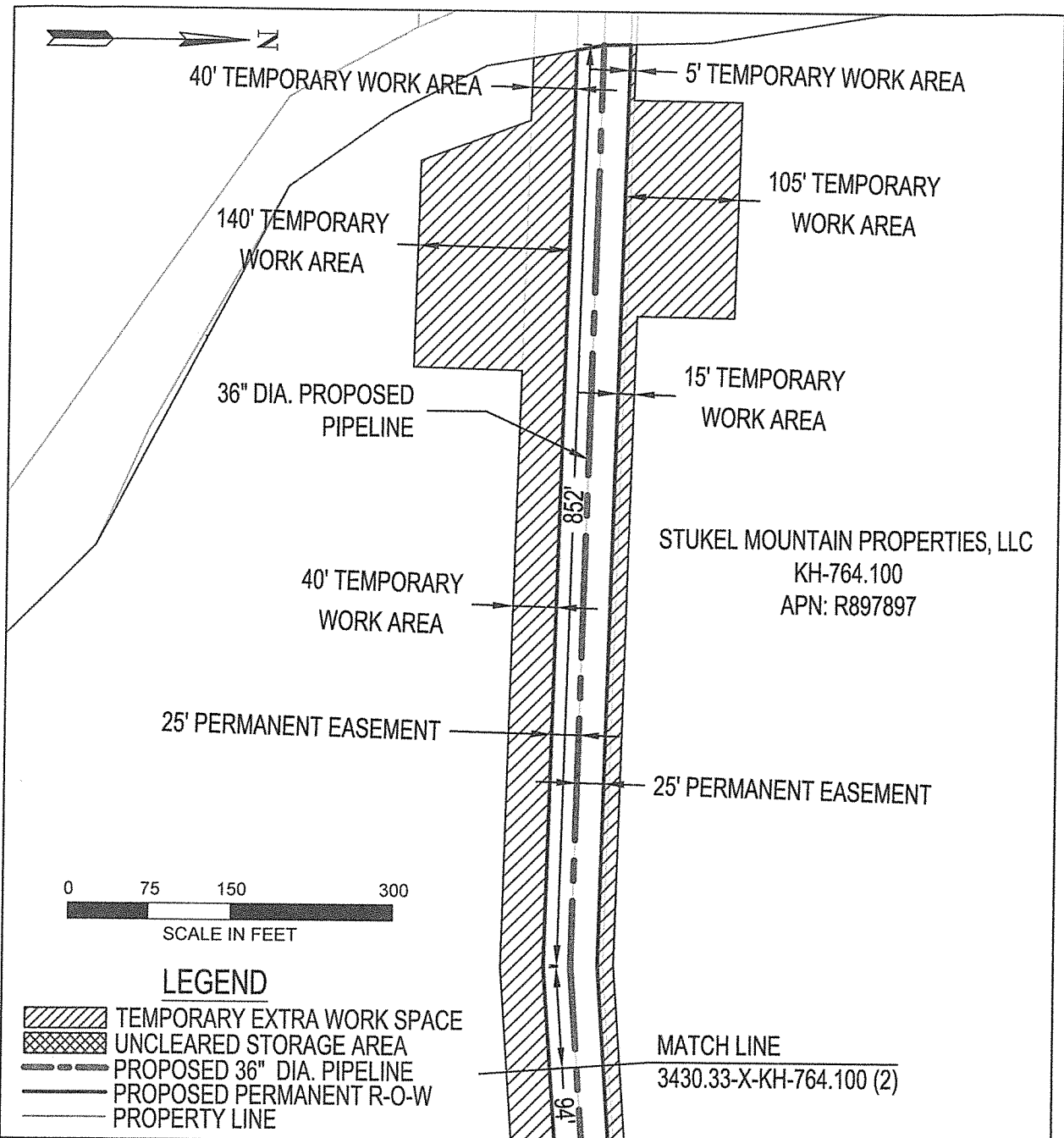
ACKNOWLEDGMENT ATTORNEY-IN-FACT


STATE OF OREGON )  
COUNTY OF Jackson ) ss.

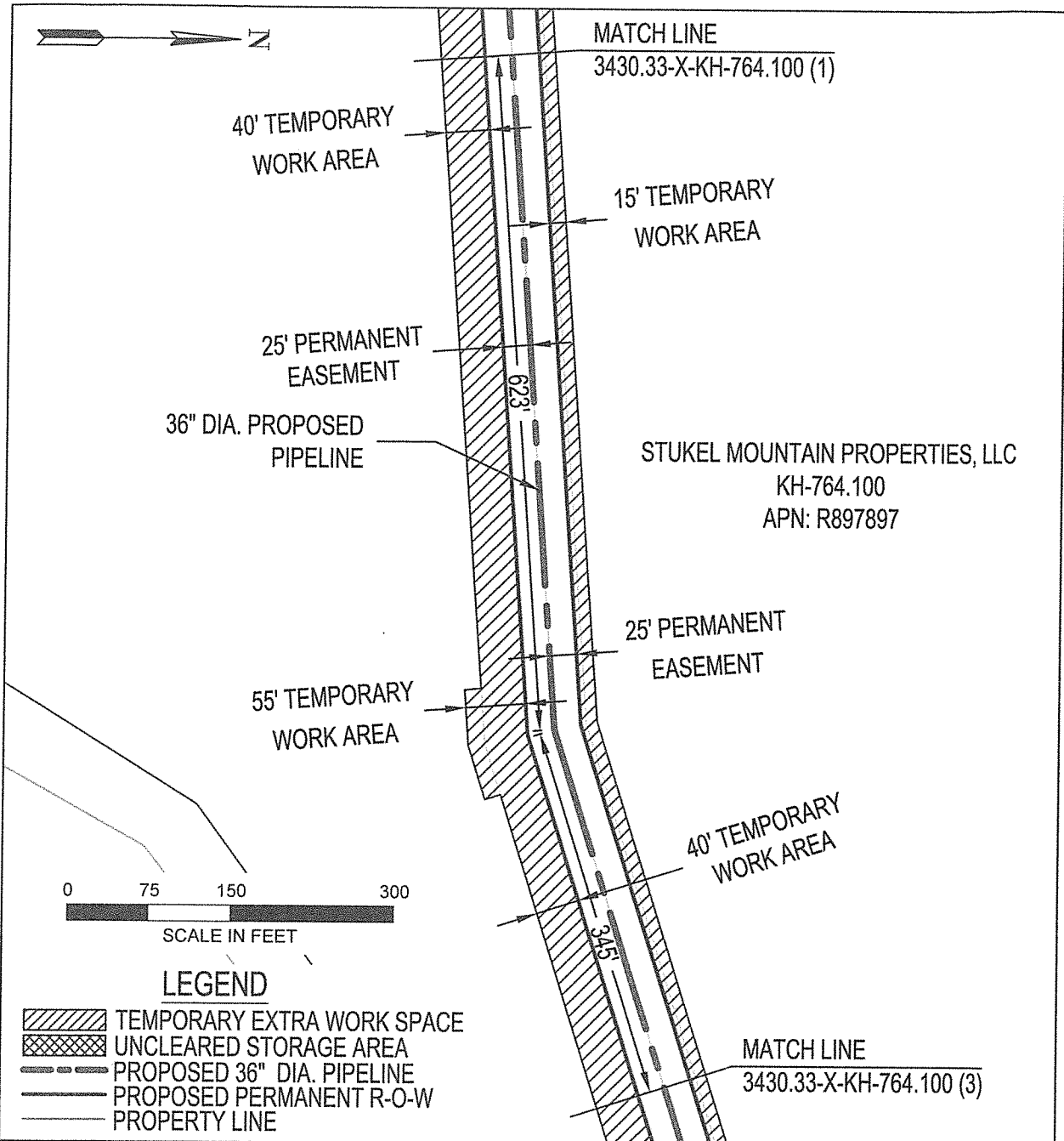
On the 22<sup>nd</sup> day of September, 2015 Peggie Labrum personally appeared before me and being by me duly sworn, did say that she is the Attorney-in-Fact of Williams Pacific Connector Gas Operator LLC, on behalf of Pacific Connector Gas Pipeline L.P., and that the Agreement was signed on behalf 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			1	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	115426.80	2.650		PACIFIC CONNECTOR GAS PIPELINE, LP	
TEMP. EXTRA WORK AREA:	192563.23	4.421		RIGHT-OF-WAY DETAIL	
UNCLEARED STORAGE AREA:	0.0	0.0		Stukel Mountain Properties, LLC	
DRAWN: TAD DATE: 04-21-2015				M.P. 212.07 TO M.P. 212.50	
CHECK: GMP DATE: 04-22-2015				T-40 S, R-10 E, S-27	
APPRV: DATE:				KLAMATH COUNTY, OREGON	
				DRAWING NO: 3430.33-X-KH-764.100 (1)	



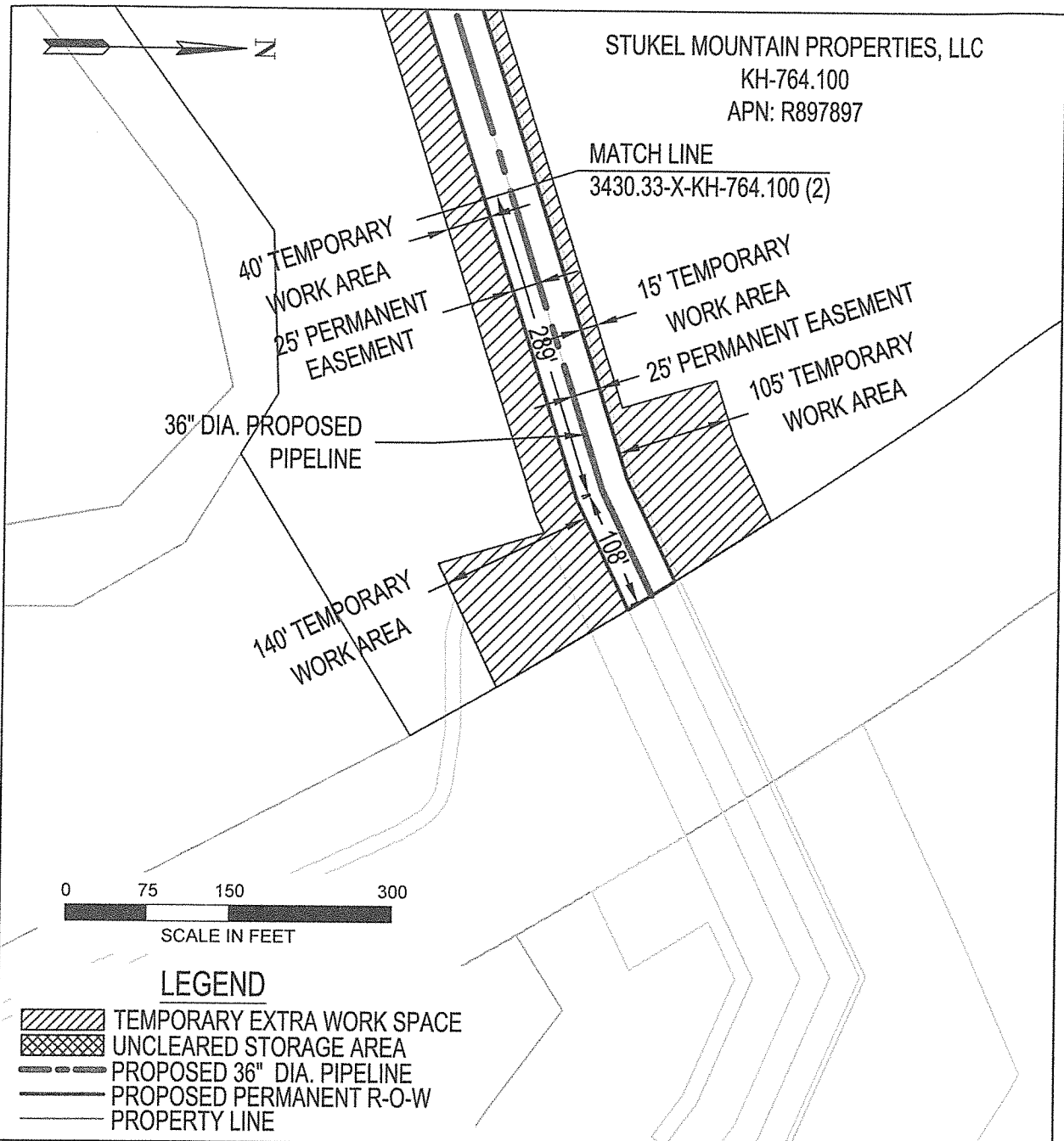
AREA TOTALS			1	EXHIBIT "A"
	SQ. FT.	ACRES.		
PERM. R-O-W:	115426.80	2.650	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL Stukel Mountain Properties, LLC M.P. 212.07 TO M.P. 212.50 T-40 S, R-10 E, S-27 KLAMATH COUNTY, OREGON	
TEMP. EXTRA WORK AREA:	192563.23	4.421		
UNCLEARED STORAGE AREA:	0.0	0.0		
DRAWN:TAD DATE:04-21-2015			DRAWING NO: 3430.33-X-KH-764.100 (2)	
CHECK:GMP DATE:04-22-2015				
APPRV: DATE:				




Pacific  
Connector  
GAS PIPELINE







AREA TOTALS			1	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	115426.80	2.650	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL Stukel Mountain Properties, LLC M.P. 212.07 TO M.P. 212.50 T-40 S, R-10 E, S-27 KLAMATH COUNTY, OREGON		
TEMP. EXTRA WORK AREA:	192563.23	4.421			
UNCLEARED STORAGE AREA:	0.0	0.0			
DRAWN:TAD DATE:04-21-2015			DRAWING NO: 3430.33-X-KH-764.100 (3)		
CHECK:GMP DATE:04-22-2015					
APPRV: DATE:					

**EXHIBIT "A-1"**

That portion of the following described property lying Southwesterly of the Burlington Northern Railroad right of way.

The following described property in Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon:

Section 27: Government Lots 5, 6, 7, 8 and 9; N1/2 NW1/4; SE1/4 NW1/4;

SAVING AND EXCEPTING THEREFROM a parcel of land situated in the SE1/4 SE1/4, in Lot 5, and in Lot 6 all being in Section 27, Township 40 South, Range 10 East of the Willamette Meridian, and being more particularly described as follows:

Beginning at a point where the South line of said Section 27 intersects the Westerly right of way line of the Burlington Northern Railroad, from which the Southeast corner of said Section 27 bears South 89° 38' 24" East, 1097.43 feet; thence North 28° 45' 24" West, along said right of way line, 1029.75 feet; thence South 61° 14' 36" West 50.00 feet; thence North 28° 45' 24" West, 655.60 feet; thence along the arc of a 5629.65 foot radius curve to the left (delta equals 01° 10' 05"), 114.77 feet to the South line of a drainage easement; thence South 57° 42' West along the South line of said drainage easement, 275.64 feet, more or less, to a point on the mean high water line of the left bank of Lost River; thence Southeast along said mean high water line to a point on the South line of said Section 27; thence South 89° 38' 24" East, along said South line 751.73 feet, more or less, to the point of beginning.

EXCEPTING FROM the above-described lands, Right of Way for Great Northern Railroad as set out in Transcript of Decree dated June 6, 1931, recorded November 2, 1931 in Volume 96, Page 246 Deed Records of Klamath County, Oregon.

ALSO EXCEPTING THEREFROM that portion lying within public roads and highways.

ALSO EXCEPTING THEREFROM all that portion lying Easterly and Northeasterly of the Burlington Northern Railway.

**END**