2015-012123

Klamath County, Oregon 11/05/2015 11:47:27 AM

Fee: \$72.00

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	1
add \$5.00 to the total recording fees.	
AFTER RECORDING RETURN TO:	
Pacific Connector Gas Pipeline	
832 NW Highland Street	
Roseburg, OR 97470	RECORD THIS WAS REQUESTED TO
1) TITLE(S) OF THE TRANSACTION(S) ORS 2 Facilities Easement Agreement	AN ACCOMMODATION. IT HAS NOT BEEN EXAMINED FOR SUFFICIENCY 05.234(a) OR ITS EFFECT UPON THE TITLE.
1 actitues basement Agreement	
2) DIRECT PARTY / GRANTOR(S) ORS 205.125 Sandra G. Marek 13253 SE Washington St Portland, OR 97233	5(1)(b) and 205.160
3) INDIRECT PARTY / GRANTEE(S) ORS 205.1 Williams Pacific Connector Gas Operator LLC	.25(1)(a) and 205.160
PO Box 58900	
Salt Lake City, UT 84158-0900	
4) TRUE AND ACTUAL CONSIDERATION ORS 93.030(5) – Amount in dollars or other	5) SEND TAX STATEMENTS TO: No Change
\$Other	
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, comp accordance with ORS 205.244: "RERECORDE	
	PREVIOUSLY RECORDED IN
BOOK, OR AS FEI	E NUMBER"

AMERING CAKISODS

RETURN ADDRESS

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

AISATI WITH WAS PROUESTED TO FECORD THIS INSTRUMENT AS AN ACCOMMODATION. IT HAS NOT SEEN EXAMINED FOR SUFFICIENCY OR ITS EFFECT UPON THE TITLE.

DOCUMENT TITLE(S): FACILITIES EASEMENT AGREEMENT

REFERENCE NUMBERS(S) OF RELATED DOCUMENTS

GRANTOR(S)

SANDRA G. MAREK

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

A TRACT OF LAND SITUATED IN GOVERNMENT LOT 1 IN SECTION 27 AND LOTS 2 AND 3, NE4 SE4, NW4 SE4 IN SECTION 28, TOWNSHIP 40 SOUTH, RANGE 10 EAST, WILLAMETTE MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED ON THE ATTACHED EXHIBIT "A-1".

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

R30166

W2015OR 12040

WILLIAMS PACIFIC CONNECTOR GAS OPERATOR LLC FACILITIES EASEMENT AGREEMENT

For Ten Dollars (\$10.00) and other valuable consideration, address is 13253 SE Washington ST, Portland, OR 97233 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:

A tract of land situated in Government Lot 1 in Section 27 and Lots 2 and 3, NE4 SE4, NW4 SE4 in Section 28 of Section 28, Township 40 South, Range 10 East, Willamette Meridian and being more particularly described on the attached Exhibit "A-1".

Also known by County Assessor Parcel Number(s):

R30166

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 <u>2500</u> square feet; <u>.057</u> 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

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 24th DAY OF October, 2015.

GRANTOR:

Sandra G. Marek

GRANTEE:

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

Peggie Labrum, Attorney in Fact

ACKNOWLEDGMENT

COUNTY OF MUHANOWEUM) ss.	
BEFORE ME, the undersigned authority, on this	
OFFICIAL STAMP NEAGHAN FRANCIS SIEMERS NOTARY PUBLIC-OREGON COMMISSION NO. 943288 COMMISSION EXPIRES OCTOBER 01, 2019 WITNESS my hand and official seal/hereto affixed the day and year in this certificate above written. Meaghan Shemers Notary Public in and for the State of Oregon My Commission Expires: October 1st 2019	
ACKNOWLEDGMENT ATTORNEY-IN-FACT	
STATE OF OREGON) COUNTY OF Jackson) ss.)	
On the 29 day of Oather, 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.	
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: My Commission Expires: My Commission Expires:	

EXHIBIT "A-1"

Parcel 1:

Lot 1, Section 27, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Parcel 2:

Lots 2 and 3, NE1/4 SE1/4, NW1/4 SE1/4 in Section 28, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

SAVING AND EXCEPTING therefrom that portion of the NW1/4 SE1/4 lying Southwest of the Southern Pacific Railroad and the Dalles California Highway (State Highway 39).



