2016-002947

Klamath County, Oregon 03/21/2016 09:57:17 AM

Fee: \$87.00

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 add \$5.00 to the total recording fees.		
AFTER RECORDING RETURN TO:		
Pacific Connector Gas Pipeline		
832 NW Highland Street	_	
Roseburg, OR 97470	())	
1) TITLE(S) OF THE TRANSACTION(S) ORS 203 Right-of-Way and Easement	5.234(a)	/00
2) DIRECT PARTY / GRANTOR(S) ORS 205.125(C.A. Morrison Trust	1)(b) and 205.160	CKKILOO
816 NE "E" Street		
Grants Pass, OR 97526		
3) INDIRECT PARTY / GRANTEE(S) ORS 205.12 Williams Pacific Connector Gas Operator LLC PO Box 58900	5(1)(a) and 205.160	
Salt Lake City, UT 84158-0900		E 6 주 2 등 2 등
4) TRUE AND ACTUAL CONSIDERATION ORS 93.030(5) – Amount in dollars or other \$Other	5) SEND TAX STATEMENTS TO: No Change	WAS FEQUESTED S INSTRUMENT DATION. IT HAS N ID FOR SUFFICIEN T UPON THE TITI
6) SATISFACTION of ORDER or WARRANT ORS 205.125(1)(e) CHECK ONE: (If applicable) PARTIAL	7) The amount of the monetary obligation imposed by the order or warrant. ORS 205.125(1)(c)	ARIENT THE RECORD THIS AN ACCOMMOS REEN EXAMINE OR IT'S EFFEC
8) If this instrument is being Re-Recorded, comple accordance with ORS 205.244: "RERECORDED		
BOOK, OR AS FEE		

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)

VICKI MAGALLON & PAMELA SCHRIMPF (AKA PAMELA ANN SCHRIMPF), TRUSTEES OF THE C.A. MORRISON TRUST, U/T/A/D DECEMBER 28, 1984

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 THE SE1/4 NE1/4 OF SECTION 30 OF TOWNSHIP 39 SOUTH, RANGE 8 EAST, OF THE WILLAMETTE MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED ON THE ATTACHED EXHIBIT A1.

FOR INFORMATIONAL PURPOSES ONLY, THE FOLLOWING INFORMATI

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

R492103

W2016OR 12075

AREATI THE WAS PEQUESTED TO RECORD THIS INSTRUMENT AS AN ACCOMMODATION. IT HAS NOT SEEN EXAMINED FOR SUFFICIENCY OR ITS EFFECT UPON THE TITLE.

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

For valuable consideration, Vicki Magallon & Pamela Schrimpf (aka Pamela Ann Schrimpf), Trustees of The C.A. Morrison Trust, U/T/A/D December 28, 1984 ("Grantor") whose address is 816 NE "E" Street, Grants Pass. OR 97526 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 the SE1/4 NE1/4 of Section 30 of Township 39 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):

R492103

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 1.637 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 2.19.2016. 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.

ACKNOWLEDGMENT

STATE OF OREGON COUNTY OF Jackson))ss.)	
said instrument as their free and volu	noregoing instrument, and untary act and deed for the	day of february, 20/6, to me known to be the individuals acknowledged to me that they signed the uses and purposes therein mentioned.
WITNESS my hand and officia	l seal hereto affixed the day اد	y and year in this certificate above written.
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:	Lugust 10, 2018
AC	KNOWLEDGMENT ATTOR	NEY-IN-FACT
STATE OF OREGON COUNTY OF Jackson On the Officer of Aults))ss.)	
being by me duly sworn, did say that s LLC, on behalf of Pacific Connector	she is the Attorney-in-Fact or Gas Pipeline L.P., and tha rator LLC, on behalf of Paci	brum personally appeared before me and f Williams Pacific Connector Gas Operator t the Agreement was signed on behalf of fic Connector Gas Pipeline L.P., and said
OFFICIAL STAMP DONNA GAIL TAYLOR NOTARY PUBLIC-OREGON COMMISSION NO. 931180 MY COMMISSION EXPIRES AUGUST 10, 2018	Notary Public in and for th State of Oregon My Commission Expires:	D in anice

IN WITNESS WHEREOF the parties have EXECUTED THIS CONVEYANCE AND AGREEMENT THIS DAY OF LIVERY, 20 16.

GRANTOR:

GRANTOR:

Michael Lynn Morrison, Trustee

GRANTEE:

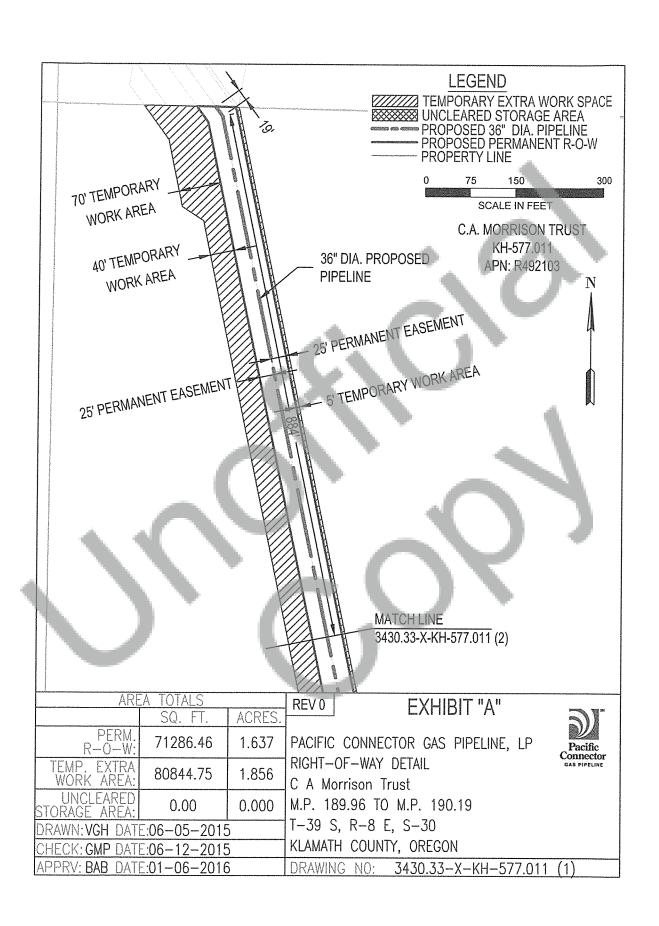
WILLIAMS PACIFIC CONNECTOR GAS OPERATOR LLC, on behalf of Pacific Connector Gas Pipeline L.P.

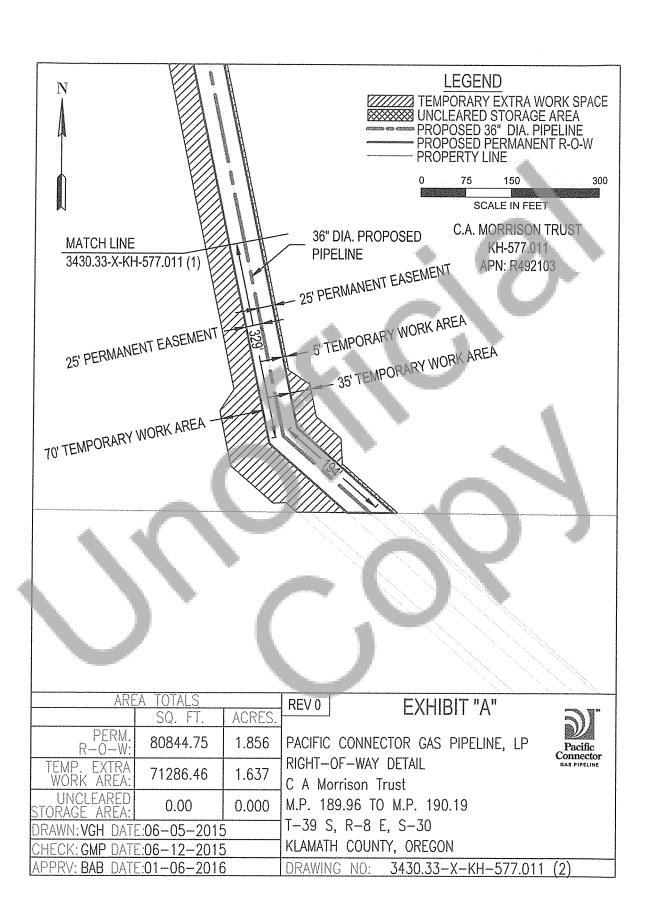
Pamela Morrison Schrimpf, Trustee

Peggie Labrum, Attorney in Fact

ACKNOWLEDGMENT

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)ss.)		
in A.		
ority, on this, day of, 20/6,, to me known to be the individuals ing instrument, and acknowledged to me that they signed the act and deed for the uses and purposes therein mentioned.		
nereto affixed the day and year in this certificate above written.		
ry Public in and for the of Oregon		
commission Expires: (Mystlo, 2018)		
ACKNOWLEDGMENT		
ority, on this		
ereto affixed the day and year in this certificate above written.		
y Public in and for the of Oregon Expires: Augustio, 2018		





The SE1/4 NE1/4 of Section 30, Township 39, South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

