

2016-005075

Klamath County, Oregon

05/13/2016 04:04:00 PM

Fee: \$77.00

**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 205.234(a)**

Right-of-Way and Easement

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

Russell L. McIntyre

5280 Old Midland Rd

Klamath Falls, OR 97603

**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

\$ \_\_\_\_\_ ☒ 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 \_\_\_\_\_."**

Attorney CRK16010

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

**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)**

RUSSELL L. MCINTYRE

**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**

THOSE PARTS OR PORTIONS OF E1/2 W1/2 NE1/4 SITUATED IN SECTION 2, TOWNSHIP 40 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED ON THE ATTACHED EXHIBIT "A-1".

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

R91288

W2016OR 12086

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

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

For valuable consideration, Russell L. McIntyre ("Grantor") whose address is 5280 Old Midland Road, Klamath Falls, OR 97603 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:

Those parts or portions of E1/2 W1/2 NE1/4 situated in Section 2, Township 40 South, Range 9 East of the Willamette Meridian and being more particularly described on the attached Exhibit "A-1".

Also known by County Assessor Parcel Number(s): **R91288**

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 0.463 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 4/15/16. 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 and is more clearly defined in the Damage Agreement dated 4/15/16. 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 15<sup>th</sup> DAY OF April, 20 16.

**GRANTOR:**

Russell McIntyre  
Russell L. McIntyre

**GRANTEE:**

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

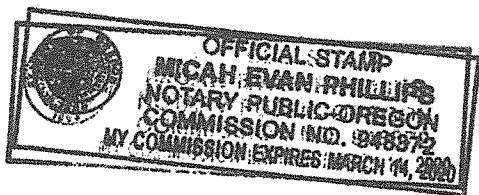
Peggie Labrum  
Peggie Labrum, Attorney in Fact

**ACKNOWLEDGMENT**

STATE OF OREGON )  
 )ss.  
COUNTY OF CLATSOP )

BEFORE ME, the undersigned authority, on this 15 day of April, 2016, personally appeared RUSSELL L. MCINTYRE, 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.



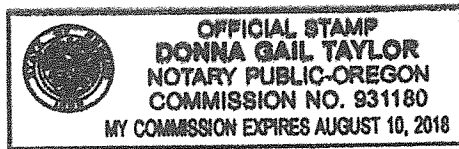
[Signature]  
Notary Public in and for the  
State of Oregon

My Commission Expires: 3/14/2020

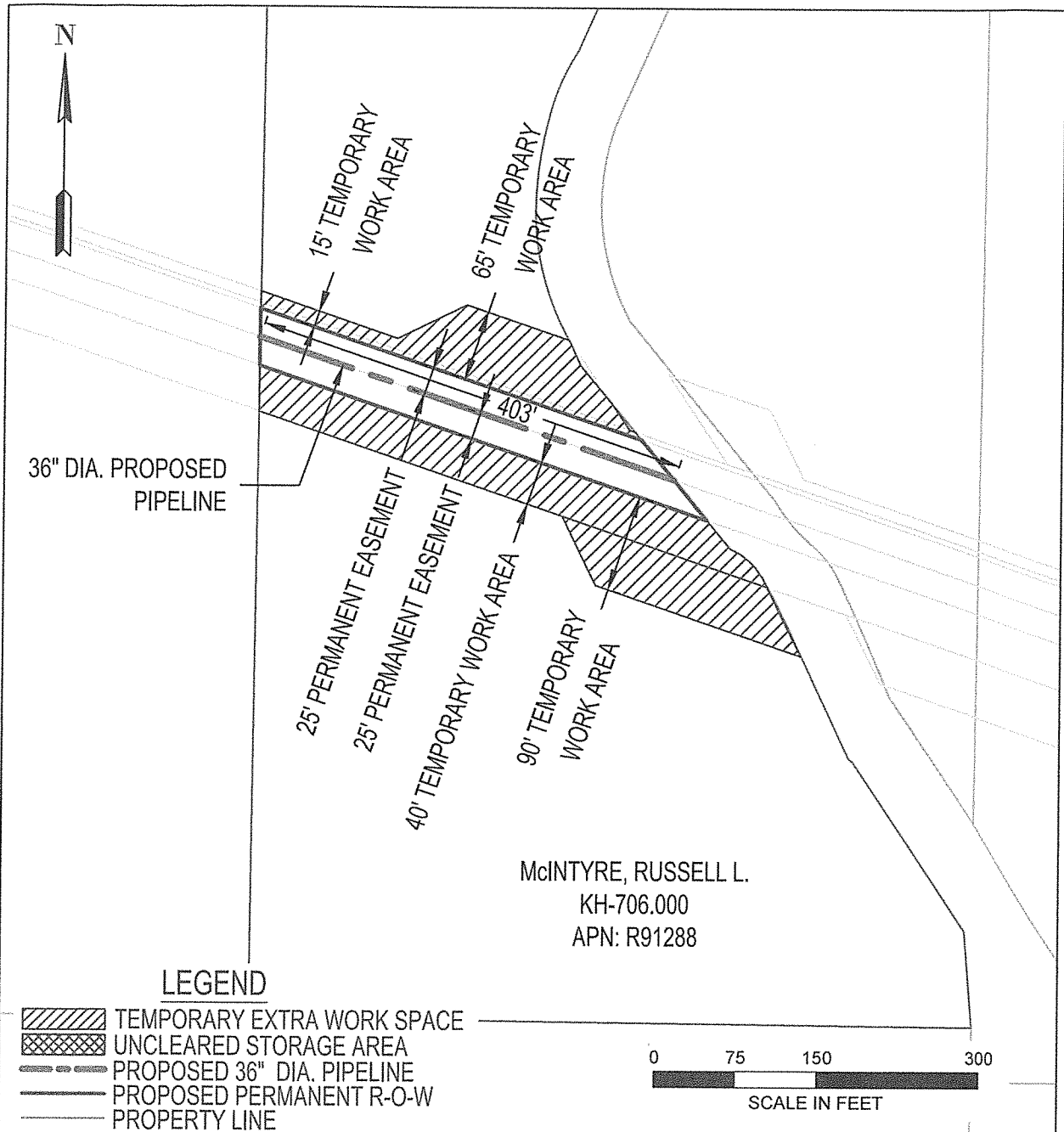
ACKNOWLEDGMENT ATTORNEY-IN-FACT

STATE OF OREGON )  
COUNTY OF Jackson )ss.

On the 19<sup>th</sup> day of April, 2016, 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                 |          |        | REV 0   | EXHIBIT "A" |  |
|-----------------------------|----------|--------|---|-------------|---|
|                             | SQ. FT.  | ACRES. |   |             |   |
| PERM.<br>R-O-W:             | 20164.86 | 0.463  | PACIFIC CONNECTOR GAS PIPELINE, LP<br>RIGHT-OF-WAY DETAIL<br>McIntyre Russell L<br>M.P. 205.31 TO M.P. 205.39<br>T-40-S, R-9-E, S-2<br>KLAMATH COUNTY, OREGON |             |   |
| TEMP. EXTRA<br>WORK AREA:   | 41861.96 | 0.961  |   |             |   |
| UNCLEARED<br>STORAGE AREA:  | 0.0      | 0.0    |   |             |   |
| DRAWN: KLL DATE: 05-27-2015 |          |        |   |             |   |
| CHECK: GMP DATE: 06-01-2015 |          |        | DRAWING NO: 3430.33-X-KH-706.000  |             |   |
| APPRV: BAB DATE: 12-23-2015 |          |        |   |             |   |

EXHIBIT "A-1"

The E1/2 W1/2 NE1/4 of Section 2, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon. Less the following described portion thereof, to wit:

Beginning at a point in the line marking the Northerly boundary of said Section 2 from which the Northeasterly corner of said Section 2 bears North 89 deg 53 min East 1747.2 feet distant, and running thence South 0 deg 39 min East 465.5 feet; thence North 78 deg 40 min East, 62.5 feet; thence South 2 deg 45 min East, 917 feet, more or less, to a point in the line marking the Northeasterly boundary of the right of way of the C-4-C Canal of the U.S.R.S. Klamath Project; thence Southeasterly along said right of way boundary line to its intersection with the Easterly boundary of the said W1/2 NE1/4 of said Section 2; thence Northerly along said boundary line to the Northeastern corner of the said W1/2 NE1/4 of said Section 2; thence South 89 deg 53 min West 422.2 feet, more or less, to the point of beginning.

ALSO SAVING AND EXCEPTING any portion lying within the USBR C-4-C Lateral. *RM*