

2016-005292

Klamath County, Oregon

05/19/2016 02:40:57 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**

James David Stonestreet

10510 Hwy 66

Klamath Falls, OR 97601

**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 \_\_\_\_\_."

AK Title  
CRK16012

AK Title  
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)**

JAMES DAVID STONESTREET

**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 TRACT OR PARCEL OF LAND LYING IN THE SE4 SE4 OF SECTION 28, TOWNSHIP 39 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED ON THE ATTACHED EXHIBIT "A-1".

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

R498517

W2016OR 12089

**A**  
**Asian Title** 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, James David Stonestreet ("Grantor") whose address is 10510 Hwy 66, Klamath Falls, OR 97601 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 tract or parcel of land lying in the SE4 SE4 of Section 28, 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): **R498517**

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 0.399 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 5/11/2016. 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 and is more clearly defined in the Damage Agreement dated 5/11/2016. 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 shall 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.

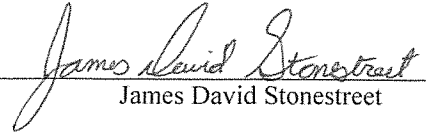
Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and shall be subrogated to such lien and rights.

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.

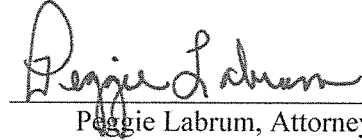
IN WITNESS WHEREOF the parties have EXECUTED THIS CONVEYANCE AND  
AGREEMENT THIS 11 DAY OF MAY, 20 16.

**GRANTOR:**

  
James David Stonestreet

**GRANTEE:**

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

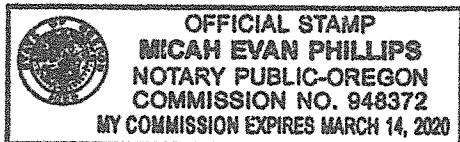
  
Peggie Labrum, Attorney in Fact

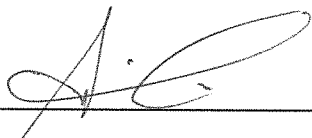
ACKNOWLEDGMENT

STATE OF OREGON )  
 )ss.  
COUNTY OF KLAMATH )

BEFORE ME, the undersigned authority, on this 11 day of MAY, 2016, personally appeared JAMES DAVID STONESTREET, 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.



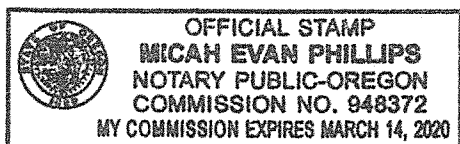
  
\_\_\_\_\_  
Notary Public in and for the  
State of Oregon


My Commission Expires: 3/14/2020

ACKNOWLEDGMENT ATTORNEY-IN-FACT

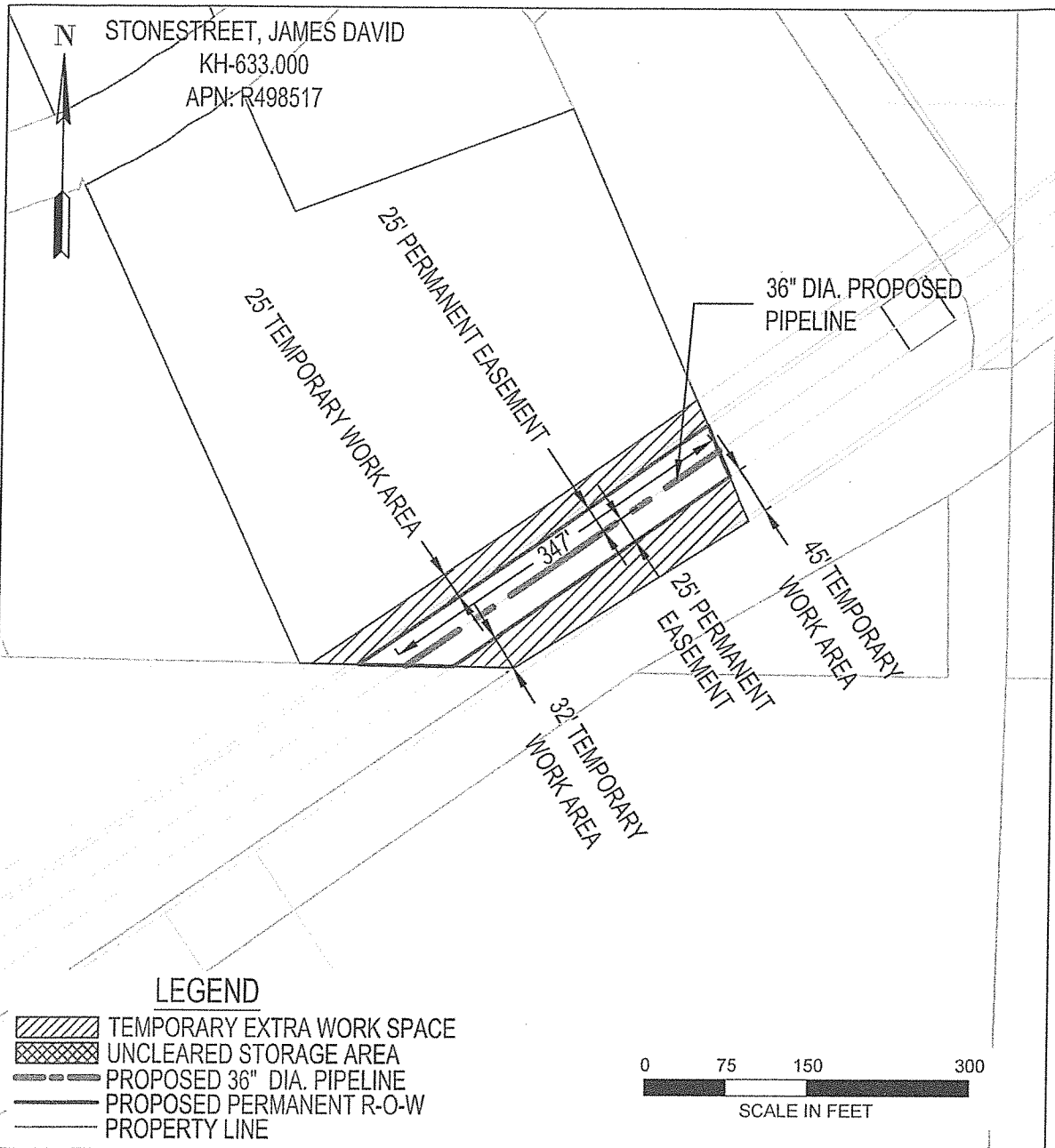
STATE OF OREGON )  
 )ss.  
COUNTY OF JACKSON )


On the 16 day of MAY, 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.



  
\_\_\_\_\_  
Notary Public in and for the  
State of Oregon

My Commission Expires: 3/14/2020



AREA TOTALS			REV 1	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	17359.51	0.399	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL James David Stonestreet M.P. 193.57 TO M.P. 194.46 T-39 S, R-8 E, S-28 KLAMATH COUNTY, OREGON		
TEMP. EXTRA WORK AREA:	20593.62	0.473			
UNCLEARED STORAGE AREA:	0.00	0.00			
DRAWN:KDS DATE:06-05-2015			DRAWING NO: 3430.33-X-KH-633.000		
CHECK:KLL DATE:05-09-2016					
APPRV: BAB DATE:05-09-2016					

## EXHIBIT "A-1"

A Parcel of land lying within the bounds of that tract of real property recorded in Volume 222, page 301 of Deed Records of Klamath County, Oregon, described therein as being in the SE 1/4 of the SE 1/4 of Section 28, Township 39 South, Range 8 East of the Willamette Meridian, said parcel of land being more particularly described as follows:

Beginning at the Southwest corner of aforesaid tract of real property, which corner is described as being on the South boundary of Section 28, distant 2074.11 feet East of the South quarter corner thereof; thence following along the bounds of said tract North 25° 22' West, 761.0 feet to the Southerly right of way line of the Klamath Falls-Ashland Highway; thence along same North 67° 02 1/2' East a distance of 418.0 feet; thence South 25° 22' East parallel with the West boundary, a distance of 790.1 feet to the South boundary of said tract; thence along same South 55 ° 41' West 246.2 feet and West 194.0 feet, more or less, to the point of beginning.

### EXCEPT THEREFROM:

A parcel of land lying within the bounds of that tract of land recorded in Volume Microfilm No. 67 at Page 3540 of Deed Records of Klamath County Oregon, described therein as being located in the SE 1/4 of the SE 1/4 of Section 28, Township 39 South, Range 8 East of the Willamette Meridian, said parcel of land being more particularly described as follows:

Beginning at the most Southwesterly corner of above said tract of real property, which corner is described as being on the South boundary of aforesaid Section 28, distant 2074.11 feet East of the South quarter corner thereof; thence North 25° 22' West 761.00 feet along the West boundary of aforesaid tract of real property to the most Northwesterly corner thereof, being located on the Southerly right-of-way boundary of the Klamath Falls-Ashland Highway (Ore66) thence North 67° 02 1/2' East along said tract of real property a distance of 418 feet being the true point of beginning of this description; thence South 25° 22' East along the East boundary of said tract of real property a distance of 350.00 feet; thence South 67° 02 1/2' West parallel with the aforesaid Southerly right-of-way of the Klamath Falls-Ashland Highway a distance of 252.00 feet; thence North 25° 22' West 350.00 feet to a point on the aforesaid highway boundary distant of 252.00 feet from the true point of beginning; thence North 67° 02 1/2' East 252.00 feet along the said boundary to the true point of beginning.

**END**