

2016-009526

Klamath County, Oregon

09/08/2016 09:38:01 AM

Fee: \$102.00

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

Assure Title WAS REQUESTED TO
RECORD THIS INSTRUMENT AS
AN ACCOMMODATION. IT HAS NOT
BEEN EXAMINED FOR SUFFICIENCY
OR 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

John and Marilyn Dougherty

11312 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 _____."

Assure Title CRK16041

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)

JOHN D. DOUGHERTY AND MARILYN L. DOUGHERTY, HUSBAND AND WIFE

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 PART OF A PARCEL OF LAND LYING IN THE E2 NW4 OF SECTION 33, 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

R502307

W2016OR 12124

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

For valuable consideration, John D. Dougherty and Marilyn L. Dougherty, Husband and Wife ("Grantor") whose address is 11312 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 part of a parcel of land lying in the E2 NW4 of Section 33, 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): **R502307**

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 0.231 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 8-31-16. 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. 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.

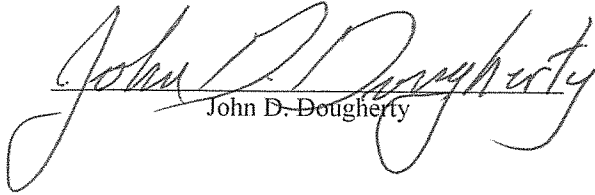
Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and shall be subrogated to such lien and rights.

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 31 DAY OF August, 20 16.

GRANTOR:

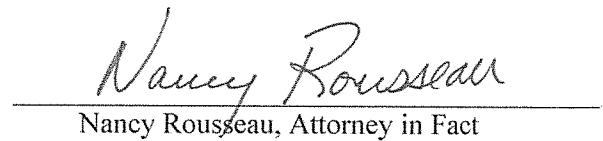

John D. Dougherty

GRANTOR:


Marilyn L. Dougherty

GRANTEE:

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

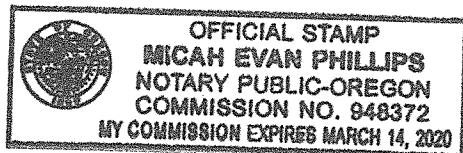

Nancy Rousseau, Attorney in Fact

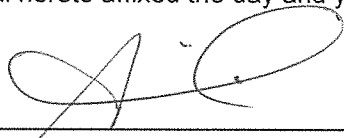
ACKNOWLEDGMENT

STATE OF OREGON)
)ss.
COUNTY OF CLATSOP)

BEFORE ME, the undersigned authority, on this 31 day of AUGUST, 2016, personally appeared John D. Dougherty, 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

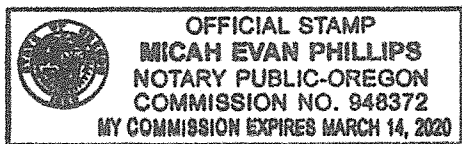
My Commission Expires: 3/14/2020

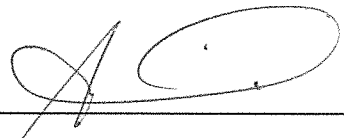
ACKNOWLEDGMENT

STATE OF OREGON)
)ss.
COUNTY OF CLATSOP)

BEFORE ME, the undersigned authority, on this 31 day of AUGUST, 2016, personally appeared MARILYN L. DOUGHERTY, 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.





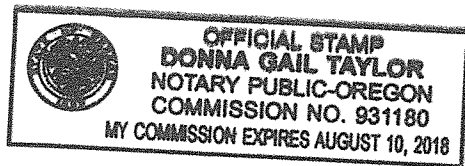
Notary Public in and for the
State of Oregon

My Commission Expires: 3/14/2020

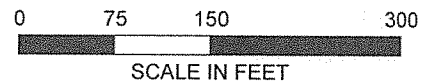
ACKNOWLEDGMENT ATTORNEY-IN-FACT

STATE OF OREGON)
)ss.
COUNTY OF KLAMATH)

On the 1st day of September, 2016, Nancy Rousseau, 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"	 Pacific Connector GAS PIPELINE
	SQ. FT.	ACRES.			
PERM. R-O-W:	10057.17	0.231	PACIFIC CONNECTOR GAS PIPELINE, LP		
TEMP. EXTRA WORK AREA:	13317.34	0.306	RIGHT-OF-WAY DETAIL		
UNCLEARED STORAGE AREA:	0.0	0.0	Dougherty, John D. + Marilyn L		
DRAWN: KDS DATE: 06-08-2015			M.P. 192.95 TO M.P. 192.99		
CHECK: GMP DATE: 06-12-2015			T-39 S, R-8 E, S-33		
APPRV: BAB DATE: 12-21-2015			KLAMATH COUNTY, OREGON		
			DRAWING NO: 3430.33-X-KH-624.000		

EXHIBIT "A-1"

A portion of the E1/2 NW1/4 of Section 33, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the Southerly right of way line of the Klamath Falls-Ashland Highway (Greensprings Highway) which is South 135 feet and South 61°56' West 374 feet from the quarter corner common to Sections 28 and 33, Township 39 South, Range 8 East of the Willamette Meridian; thence South 1514.3 feet, more or less to a point on the Northerly right of way line of the Weyerhaeuser logging railroad; thence South 54°12' West 203.43 feet along said right of way line to a point; thence North parallel to the East line thereof to the Southerly right of way line of the Klamath Falls-Ashland Highway (Greensprings Highway); thence North 61°56' East 187 feet to the point of beginning.

END