

2021-005189

Klamath County, Oregon

04/06/2021 12:46:00 PM

Fee: \$132.00

GRANTOR'S NAME AND ADDRESS:

STURM HAY COMPANY LLC

3223 Paramount Street

Klamath Falls, OR 97603

GRANTEE'S NAME AND ADDRESS:

TUSCARORA GAS TRANSMISSION COMPANY

700 Louisiana Street, Suite 1300

Houston, TX 77002

AFTER RECORDING, RETURN TO:

TUSCARORA GAS TRANSMISSION COMPANY

700 Louisiana Street, Suite 1300

Houston, TX 77002

Until a change is requested, send all tax statements to:

TUSCARORA GAS TRANSMISSION COMPANY

700 Louisiana Street, Suite 1300

Houston, TX 77002

The sum of Ten Dollars (\$10.00) and other good and valuable consideration.

SURFACE SITE EASEMENT

SURFACE SITE EASEMENT

THIS SURFACE SITE EASEMENT (this "**Agreement**"), is made this 21 day of February, 2021, by and between **Sturm Hay Company LLC**, whose address is 3223 Paramount St., Klamath Falls, OR 97603 (whether one or more, the "**Grantor**"), and Tuscarora Gas Transmission Company, a Limited Partnership, whose address is 700 Louisiana St, Suite 1300 (the "**Grantee**"). Grantor and Grantee are hereinafter sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, Grantor is the present owner of certain real property being described in that certain Statutory Warranty Deed, dated December 31, 2018, from Michael P. Rudd, Successor Trustee of the Woody Clark Trust and any amendments thereto to Sturm Hay Company LLC recorded in the County Clerk's Office for Klamath County, Oregon in Document number 2018-015509, with property tax parcel identification number R-4112-001300-00900-000, being more particularly described in Exhibit B attached hereto (the "**Property**"); and

WHEREAS, Grantee desires the right to use an easement for certain facilities and appurtenances on Grantor's Property, in the area more particularly described in Exhibit A attached hereto.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and promises contained herein, the Parties hereto, intending to be legally bound, hereby promise and agree as follows:

1. **Grant of Easement.** Grantor, for itself, its heirs, executors, administrators, successors and assigns, hereby grants, sells, conveys and warrants to Grantee, for itself, its employees, agents, contractors, subcontractors, successors and assigns, the exclusive perpetual right to survey, lay, install, connect, construct, excavate, fabricate, inspect, reconstruct, operate, make use of, maintain, alter, repair, upgrade, improve, replace, relocate, remove, and/or abandon in place above or below-ground meter buildings, pipelines, regulators, launchers, receivers, valves, blow-offs, pipe fittings, pumps, generators, processing and treating equipment, launching-receiving equipment, communication wires, communication towers, cables, conduits, electrical and telephone facilities, cathodic protection systems, appurtenances and appliances, with housing therefore, on, over, under, across, and/or through that certain area of land more particularly described on Exhibit A attached hereto (the "**Surface Site**"), located on Grantor's Property along with all other rights necessary or convenient for the full use and enjoyment of the rights herein granted, including, but not limited to, the right from time to time to: (a) clear the Surface Site of all encroachments and (b) clear, cut, trim and remove any and all vegetation, trees, brush and overhanging branches from the Surface Site using methods permitted by law, and Grantee shall have no liability to Grantor for any claims, damages or other losses associated with Grantee's exercise of its rights to clear the Surface Site of all encroachments and vegetation. Grantee may further define the location of said Premises by recording a "Notice of Location" referring to this instrument and setting forth a legal description of the location of said Surface Site, which description may be set forth by map attached to said Notice. A copy of said Notice shall be delivered to Grantor.

2. **Temporary Easement Area.** In addition to the perpetual Right of Way granted hereunder, during the original construction of the Facilities (including, without limitation, Grantee's reclamation, mitigation and/or restoration activities), Grantee shall be entitled to use the areas that may be defined as "Temporary Work Space", "Additional Temporary Work Space" and/or "Staging Area" (collectively, the

“Temporary Easement Area”) as shown on Exhibit A for the surveying, laying, and constructing of the Facilities installed pursuant to the terms herein and all activities incident thereto.

3. **Access.** Grantee shall have the right of ingress and egress over the Property for the purposes of accessing the Surface Site, and the right to erect, maintain and remove a fence around the Surface Site or any part thereof.

4. **Location.** Grantor and Grantee acknowledge that the actual location of the Surface Site may change because of engineering and/or other site or construction related factors. In such event, Grantor agrees to execute and deliver to Grantee any additional documents needed to correct the legal description of Surface Site to conform to the actual location of the Surface Site. If such documents are required, they will be prepared by Grantee at Grantee’s expense.

5. **Restoration.** Grantee shall not be liable for any damage to the Surface Site nor to crops, timber or improvements thereon, but shall pay to Grantor all damages to fences, growing crops and timber located on the Property outside the Surface Site, which may arise from the exercise of the rights herein granted.

6. **Term.** The rights granted herein shall continue until any of the facilities, appurtenances, or appliances mentioned above are constructed upon the Surface Site and so long thereafter as they, or any of them, are maintained thereon.

7. **Further Assurances.** Grantor shall execute and deliver such further instruments and take such other actions as may be reasonably requested by Grantee from time to time to effectuate, confirm or perfect the terms and intent of this Agreement and the rights granted to Grantee hereunder, including but not limited to joining in the execution of any and all governmental applications, authorizations, licenses, documents and title curative instruments.

8. **Additional Rights.** In addition to the rights granted herein, should restoration be required on the Property outside the Surface Site, Grantee shall have the right to take all actions necessary to complete such restoration and such actions shall not constitute a trespass. Grantee shall pay Grantor the market rate to rent such property utilized during restoration.

9. **Successors and Assigns.** This Agreement and the covenants and agreements contained herein are covenants running with the land, shall be assignable in whole or in part, and shall be binding on and shall inure to the benefit of the Parties hereto and their respective heirs, successors, assigns, executors, administrators, and legal representatives.

10. **Severability.** In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the agreement between the Parties hereto covering the subject matter hereof.

11. **Entire Agreement; Modification.** This Agreement and any exhibits attached hereto constitutes the full and entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements, representations or understandings pertaining thereto. This Agreement may be modified or amended only by a written agreement signed by each of the Parties hereto.

12. **Governing Law.** This Agreement shall be governed by the laws of the State in which the Property is located, without regard to conflicts laws or choice of law rules thereof.

13. **Joint Efforts.** The Parties stipulate and agree that this Agreement shall be deemed and considered for all purposes as prepared through the joint effort of the Parties and shall not be construed against one or the other as a result of the preparation, submittal, recording, or other event of negotiation, drafting or execution hereof.

14. **Authority.** Each Party and signatory to this Agreement represents and warrants to the other Party that it has full power, authority and legal rights, and has obtained all approvals necessary, to execute, deliver and perform this Agreement. Grantor binds itself, its heirs, successors, assigns, executors, administrators, and legal representatives to warrant and forever defend the interests and rights conveyed herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claims the same or any part thereof.


15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

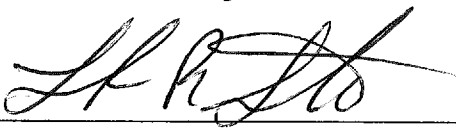
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

DECLARATION OF CONSIDERATION OR VALUE: Grantor declares that the total consideration for the real property transferred by this Agreement is Ten Thousand and no/100 Dollars (\$10,000.00), and, therefore, said transfer is subject to the state excise tax for the privilege of transferring real property interests in the State of Oregon.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

WITNESS:






GRANTOR:

Sturm Hay Company LLC

By: 

Name: Cody Sturm, Authorized Agent

By: 

Name: Alisha Mitchell, Authorized Agent

WITNESS:

GRANTEE:

Tuscarora Gas Transmission Company,
a Limited Partnership,
By its Operator, TransCanada Northern Border
Inc.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGES]

ACKNOWLEDGMENT OF GRANTOR

STATE OF Oregon,

COUNTY OF Klamath, to-wit:

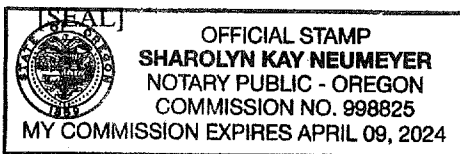
Before me, the undersigned officer, personally appeared Cody Stum, known or proved to me to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed it as his/her free act and deed.

Given under my hand and official seal this 1st day of March, 2021.

My commission expires April 9, 2024.

Sharolyn Kay Neumeyer

Notary Public



STATE OF Oregon,

COUNTY OF Klamath, to-wit:

Before me, the undersigned officer, personally appeared Aisha Mitchell, known or proved to me to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed it as his/her free act and deed.

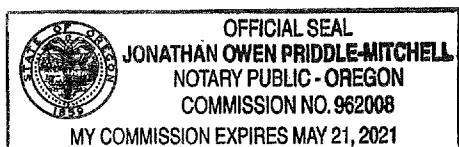
Given under my hand and official seal this 10th day of MARCH, 2021.

My commission expires 05/21/21.

JONATHAN O PRIDDLE-MITCHELL

Notary Public

[SEAL]



[Signature]

DECLARATION OF CONSIDERATION OR VALUE: Grantor declares that the total consideration for the real property transferred by this Agreement is Ten Thousand and no/100 Dollars (\$10,000.00), and, therefore, said transfer is subject to the state excise tax for the privilege of transferring real property interests in the State of Oregon.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

WITNESS:

GRANTOR:

Sturm Hay Company LLC

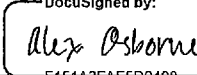
By: _____
Name: Cody Sturm, Authorized Agent

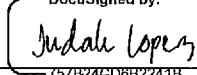
By: _____
Name: Alisha Mitchell, Authorized Agent

WITNESS:

GRANTEE:

Tuscarora Gas Transmission Company,
a Limited Partnership,
By its Operator, TransCanada Northern Border
Inc.

DocuSigned by:

By: _____
Name: Alex Osborne
Title: Manager, U.S. Land Services West

DocuSigned by:

By: _____
Name: Judah Lopez
Title: Land Representative, U.S. Land Services West

[ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGES]

ACKNOWLEDGMENT OF GRANTEE

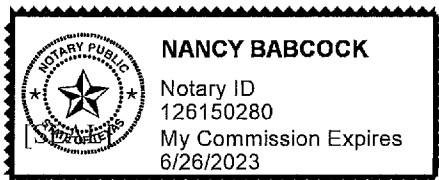
STATE OF TEXAS ,

COUNTY OF HARRIS , to-wit:

Before me, the undersigned officer, personally appeared Alex Osborne , who acknowledged himself/herself to be the Manager, U.S. Land Services West of Tuscarora Gas Transmission Company, a limited Partnership, By its Operator, TransCanada Northern Border, Inc. , and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

Given under my hand and official seal this 23rd day of February 20 21 .

My commission expires 6/26/2023 .



DocuSigned by:
Nancy Babcock
8D1E6BA7D52C4AB...

Notary Public

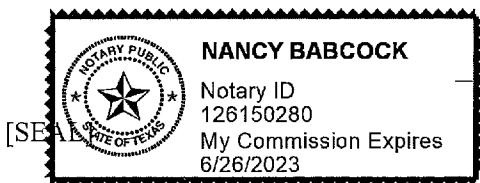
STATE OF TEXAS ,

COUNTY OF HARRIS , to-wit:

Before me, the undersigned officer, personally appeared Judah Lopez , who acknowledged himself/herself to be the Land Rep., U.S. Land Services West of Tuscarora Gas Transmission Company, a Limited Partnership, By its Operator, TransCanada Northern Border Inc., and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

Given under my hand and official seal this 23rd day of February 20 21 .

My commission expires 6/26/2023 .



DocuSigned by:
Nancy Babcock
8D1E6BA7D52C4AB...

Notary Public

Prepared by and after recording return to:

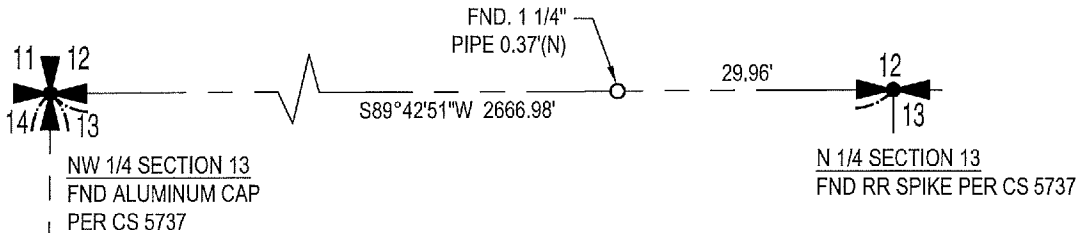
Tuscarora Gas Transmission Company
Land Services
700 Louisiana St, Suite 1300, Houston, TX 77002

EXHIBIT "A"

PART OF THE SW 1/4 OF SECTION 13, TOWNSHIP 41 SOUTH,
RANGE 12 EAST, W.M., KLAMATH COUNTY, OREGON



SCALE: 1"=20'



4008.05'

8011.23' (CS 5737)

S00°17'42"W 8000.52'

3992.47'

S89°50'02"E 769.40'

STASTNY ROAD (60' RW)

AS-BUILT CENTERLINE OF STASTNY ROAD

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Daniel Jeffrey

OREGON
MAY 09, 2017
DANIEL JEFFREY
ATHA

88914
EXPIRES:
12/31/2021

FND STONE AND RP'S
FND 5/8" REBAR WITH CAP TRU-LINE,
S 89°03'16" E, 6.95'
FND 5/8" REBAR WITH CAP TRU-LINE,
N 04°29'53" W, 6.02'
FND 5/8" REBAR WITH CAP TRU-LINE,
S 89°45'13" W, 6.18'
SE CORNER ANGLE IRON,
S 16°54'54" W, 61.71'

POINT OF
BEGINNING

EXISTING TUSCARORA VALVE
SITE EASEMENT
VOLUME M96, PAGE 23796
VOLUME M96, PAGE 37937

SURFACE SITE EASEMENT
1,200 S.F.

N89°50'02"W 60.00'

S89°50'02"E 60.00'

N0°09'58"E 20.00'

S0°09'58"W 20.00'

REVISIONS
A ISSUED FOR REVIEW



10 N. Post Street, Suite 500
Spokane, WA 99201
ph 509.328.2994
www.coffman.com

DESIGNER:

J. ANDERSON
NAME

2021/03/04
DATE

CHECKED BY:

D. ATHA

DESIGN CHECKER:

D. ATHA

MALIN DELIVERY METER STATION

FACILITY #

15362

ENG STN:

DISC #

08

TITLE

SURFACE SITE EASEMENT EXHIBIT

SCALE
1"=20'

DWG #

E.020149-15362-PLAT

REV
A

EXHIBIT "A"

PART OF THE SW 1/4 OF SECTION 13, TOWNSHIP 41 SOUTH,
RANGE 12 EAST, W.M., KLAMATH COUNTY, OREGON

A PORTION OF LAND IN THE SOUTHWEST QUARTER OF SECTION 13,
TOWNSHIP 41 SOUTH, RANGE 12 EAST, W.M., KLAMATH COUNTY, OREGON
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ALUMINUM CAP MONUMENT MARKING THE
NORTHWEST CORNER OF SAID SECTION 13, WHICH BEARS SOUTH 89°42'51"
WEST A DISTANCE OF 2666.98 FEET FROM A RAILROAD SPIKE MARKING THE
NORTH QUARTER CORNER OF SAID SECTION 13 AND ALSO BEARING NORTH
00°17'42" EAST A DISTANCE OF 8000.52 FEET FROM A FOUND ROCK AND
REFERENCE POINTS PER CS 5737; THENCE WITH THE WEST LINE OF SAID
SECTION 13, SOUTH 00°17'42" WEST A DISTANCE OF 4008.05 FEET TO THE
AS-BUILT CENTERLINE OF STASTNY ROAD (60' R/W); THENCE WITH SAID
CENTERLINE SOUTH 89°50'02" EAST A DISTANCE OF 769.40 FEET; THENCE
LEAVING SAID CENTERLINE, SOUTH 00°09'58" WEST A DISTANCE OF 30.00
FEET TO THE SOUTH BOUNDARY OF SAID STASTNY ROAD AND ALSO BEING
THE NORTHWEST CORNER OF EXISTING TUSCARORA SITE EASEMENT;
THENCE CONTINUING WITH THE WEST LINE OF SAID EXISTING EASEMENT,
SOUTH 00°09'58" WEST A DISTANCE OF 30.00 FEET TO THE POINT OF
BEGINNING;

THENCE WITH THE SOUTH LINE OF SAID EXISTING EASEMENT, SOUTH
89°50'02" EAST A DISTANCE OF 60.00 FEET;

THENCE LEAVING SAID SOUTH LINE, SOUTH 00°09'58" WEST A DISTANCE OF
20.00 FEET;

THENCE NORTH 89°50'02" WEST A DISTANCE OF 60.00 FEET;

THENCE NORTH 00°09'58" EAST A DISTANCE OF 20.00 FEET TO THE POINT OF
BEGINNING.

BASIS OF BEARINGS IS GRID BEARING OF SOUTH 89°42'51" WEST BETWEEN
FOUND MONUMENTS MARKING THE NORTH QUARTER AND THE NORTHWEST
CORNER OF SAID SECTION 13.

CONTAINING 1,200 S.F. OF LAND MORE OR LESS.

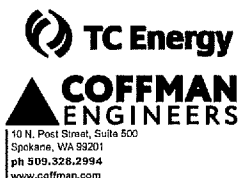
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Daniel Jeffrey

OREGON
MAY 09, 2017
DANIEL JEFFREY
ATHA

88914
EXPIRES:
12/31/2021

REVISIONS
A ISSUED FOR REVIEW



DESIGNER:

J. ANDERSON 2021/03/04
NAME DATE

CHECKED BY:

D. ATHA

DESIGN CHECKER:

D. ATHA

MALIN DELIVERY METER STATION

FACILITY #

15362

ENG STN:

DISC #

08

TITLE

SURFACE SITE EASEMENT EXHIBIT

SCALE
N/A

DWG #

E.020149-15362-LEGAL

REV

A

EXHIBIT B

LEGAL DESCRIPTION OF THE PROPERTY

Parcel 1 and Parcel 3 of Land Partition 13-17 as recorded in the deed volumes of Klamath County, Oregon. Being more particularly described as follows:

An area of land in the Northwest quarter Section 24, Southwest quarter Section 13, Southeast quarter Section 14, and the Northeast quarter of Section 23, Township 41 South, Range 12 East Willamette Meridian, Klamath County, Oregon. Being more particularly described as follows:

Beginning at a 5/8" iron rod which bears South 15°14'27" West 4204.93 feet from a railroad spike marking the Northeast corner of the Northwest quarter of Section 13, thence North 88°48'21" East 1137.01 feet; thence South 00°26'45" East 1297.59 feet; thence South 00°27'45" East 2655.19 feet; thence South 88°18'25" West 727.16 feet to a point on the East right-of-way of the Klamath Falls Malin highway; thence along said right-of-way 53.62 feet along a 3849.72 foot radius curve to the left, the long chord of which bears North 41°44'23" West 53.62 feet; thence North 42°08'20" West 632.90 feet; thence 423.88 feet along a 5759.58 foot radius curve to the left, the long chord of which bears North 44°14'50" West 423.78 feet, thence North 46°21'20" West 1147.50 feet; thence 347.58 feet along a 11489.20 foot radius curve to the left, the long chord of which bears North 47°13'20" West 347.56 feet; thence North 48°05'20" West 1266.10 feet; thence 621.36 feet along a 2886.11 radius curve to the left, the long chord of which bears North 54°15'23" West 620.16 feet; thence leaving said right-of-way North 00°34'07" West 858.45 feet; thence North 89°30'20" East 1339.63 feet; thence North 88°48'21" East a distance of 1305.88 feet to a 5/8" iron rod; thence South 00°33'20" West 416.42 feet to a 5/8" iron rod; thence South 88°48'01" West 209.10 feet; thence North 00°34'13" West 416.39 feet to the point of beginning.