

2021-009762

Klamath County, Oregon

06/22/2021 11:39:00 AM

Fee: \$112.00

After Recording Return to:

PacifiCorp
Real Estate Management
825 NE Multnomah St., LCT 1700
Portland, OR 97232

ACCESS EASEMENT

For value received, **Marla Ann Rajnus** ("Grantor"), hereby grants to **PacifiCorp**, an Oregon corporation, its successors and assigns, ("Grantee"), a non-exclusive easement for access to and from the Grantee's Benefitted Property (as defined below). Grantor and Grantee are, hereinafter, singularly a Party or, together, the "Parties".

Grantor's Burdened Property: This easement is located on Grantor's land described in **Exhibit 1** attached hereto.

Grantee's Benefitted Property: The property to be served by this easement is described in **Exhibit 2** attached hereto.

Easement Width, Course and Location: The Easement Area is located on Grantor's Burdened Property immediately adjacent to the Grantee's Benefitted Property and shall be in accordance with the description in **Exhibit A** and as shown on **Exhibit B** attached hereto ("Easement Area").

Purposes: The purpose of this grant is to provide ingress and egress to Grantee's Benefitted Property for any purpose Grantee may require related to the development, protection, and maintenance of electrical utility facilities. Grantee may improve the Easement Area by establishing a road with crushed rock or other strata and drainage facility to support heavy industrial vehicles.

Term: This easement shall be perpetual.

Validation of Interest: Grantor represents and warrants to Grantee that Grantor is the true and lawful owner of the Grantor's Burdened Property and has full right and power to grant and convey the rights contained herein, except as to that portion of the Grantor's Burdened Property which is subject to that certain pipeline easement granted to Williams Pacific Connector Gas Operator LLC recorded on September 5, 2013, through instrument number 2013-010157, in the assessor records in Klamath County, Oregon. Pacific Connector Gas Pipeline, LP, a Delaware limited partnership, is the successor-in-interest to Williams Pacific Connector Gas Operator LLC. Pacific Connector Gas Pipeline, LP's consent is included below.

Grantee will, at its sole cost and expense maintain the Easement Area, and repair any damage to the Easement Area or to the Grantor's adjoining property that is caused by Grantee, or its invitees, contractors, agents and employees in connection with the construction, inspection, maintenance or use of the property. Grantor will have no

Grantee will, at its sole cost and expense maintain the Easement Area, and repair any damage to the Easement Area or to the Grantor's adjoining property that is caused by Grantee, or its invitees, contractors, agents and employees in connection with the construction, inspection, maintenance or use of the property. Grantor will have no obligation to maintain or repair the Easement Area; and Grantee shall use the Easement Area at its sole risk.

Grantee shall indemnify and hold Grantor harmless from and against all claims, damages, losses, causes of action, costs, and expenses (including, without limitation, attorney fees), which may be asserted against or incurred by Grantor as a result of any act or omission by Grantee or its agents, contractors, employees, or invitees related to their use of the Easement Area.

Jury Trial: To the fullest extent permitted by law, each of the Parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this easement. Each Party further waives any right to consolidate, or to request the consolidation of, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

EXECUTED as of the date set forth below.

Grantor
Marla Ann Rajnus

Signature: Marla Ann Rajnus

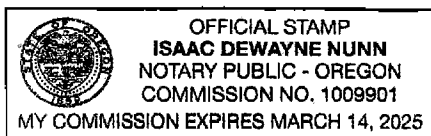
Date: May 26, 2021

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Oregon

COUNTY OF Klamath

This instrument was acknowledged before me on this 26th day of May, 2021,
by Marla A. Rajnus.



Isaac Dewayne Nunn
Notary Public
My commission expires: March 14th 2025

Consenting Party

Pacific Connector Gas Pipeline, LP, a Delaware limited partnership holds certain recorded interests in or against the Easement Area, and hereby consents to this Easement.

By: Pacific Connector Gas Pipeline, LLC, a Delaware limited liability company
Its: General Partner

Signature: [Signature]
Printed Name: Sarah Schwann
Title: VP, External Affairs
Date: June 17, 2021

REPRESENTATIVE ACKNOWLEDGEMENT

~~STATE OF~~ Province of Alberta, CANADA

~~COUNTY OF~~ City of Calgary

This instrument was acknowledged before me on this 17 day of June, 2021,
by Sarah Schwann as VP, External Affairs for Pacific Connector Gas Pipeline, LLC
a Delaware limited liability company.

[Signature]

Stephanie Ridge
Barrister and Solicitor
Notary Public

[Signature]
Notary Public

My commission expires: does not expire

Exhibit 1
Grantor's Burdened Property

Legal description of Property:

Klamath County, State of Oregon assessor's tax parcel number R-4011-00000-06200-000.

Beginning at the Northeast corner of Section 25, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon; thence Westerly along the North line of said Section 25, 1,950 feet to an existing fence; thence Southeasterly along said existing fence line to a point of the South line of the N1/2 S1/2 NE1/4 on a point which is 1,400 feet distant from the East line of said Section 25; thence East 1,400 feet to the East line of said Section 25; thence North along the East line to the point of beginning.

Exhibit 2
Grantee's Benefitted Property

Legal description of property:

A portion of Klamath County, State of Oregon assessor's tax parcel number R-4011-00000-06001-000.

Parcel 1 of Land Partition 18-12 being a replat of Parcel 1 of Land Partition 56-96, situate in section 25, 26, 35 and 36, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon and duly recorded on February 26, 2013 in 2013-002139, Records of Klamath County, Oregon.

EXHIBIT A LEGAL
DESCRIPTION
ACCESS EASEMENT

A 30.00 FOOT WIDE STRIP OF LAND, BEING A PORTION OF THOSE LANDS AS DESCRIBED IN THAT CERTAIN WARRANTY DEED, RECORDED FEBRUARY 8, 1983 IN DEED VOLUME M 83, PAGE 1908, KLAMATH COUNTY, OREGON DEED RECORDS AND LYING WITHIN THE NORTHEAST QUARTER (NE1/4) OF SECTION 25, TOWNSHIP 40 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EASTERLY 70.00 FEET OF SAID NE1/4 OF SECTION 25 AND BEING BOUND ON THE NORTH BY THE SOUTHWESTERLY RIGHT-OF-WAY OF HARPOLD ROAD (MALIN-BONANZA HIGHWAY / POE VALLEY-MALIN HIGHWAY) AND BEING BOUND ON THE SOUTH BY THE NORTHERLY BOUNDARY LINE OF PARCEL 1, LAND PARTITION 18-12,

EXCLUDING THEREFROM: AN EXISTING 40 FOOT ROAD EASEMENT PER DEED VOLUME M91, PAGE 201671, KLAMATH COUNTY, OREGON DEED RECORDS.

TOGETHER WITH: COMMENCING FROM THE NORTHEAST CORNER OF SAID PARCEL 1, WHICH BEARS SOUTH 01°09'53" EAST, 631.41 FEET, MORE OR LESS, FROM A 5/8 INCH IRON ROD WITH 1-1/2 INCH ALUMINUM CAP MARKING THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 40 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN; THENCE ALONG SAID NORTHERLY BOUNDARY LINE OF PARCEL 1, SOUTH 88°57'49" WEST, 70.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY LINE, SOUTH 88°57'49" WEST, 36.97 FEET; THENCE LEAVING SAID NORTHERLY BOUNDARY LINE, NORTH 16°10'27" EAST, 124.05 FEET TO THE WEST SIDELINE OF SAID 30.00 FOOT WIDE STRIP; THENCE ALONG SAID WEST SIDELINE OF 30.00 WIDE STRIP, SOUTH 01°09'53" EAST, 118.50 FEET TO THE POINT OF BEGINNING.

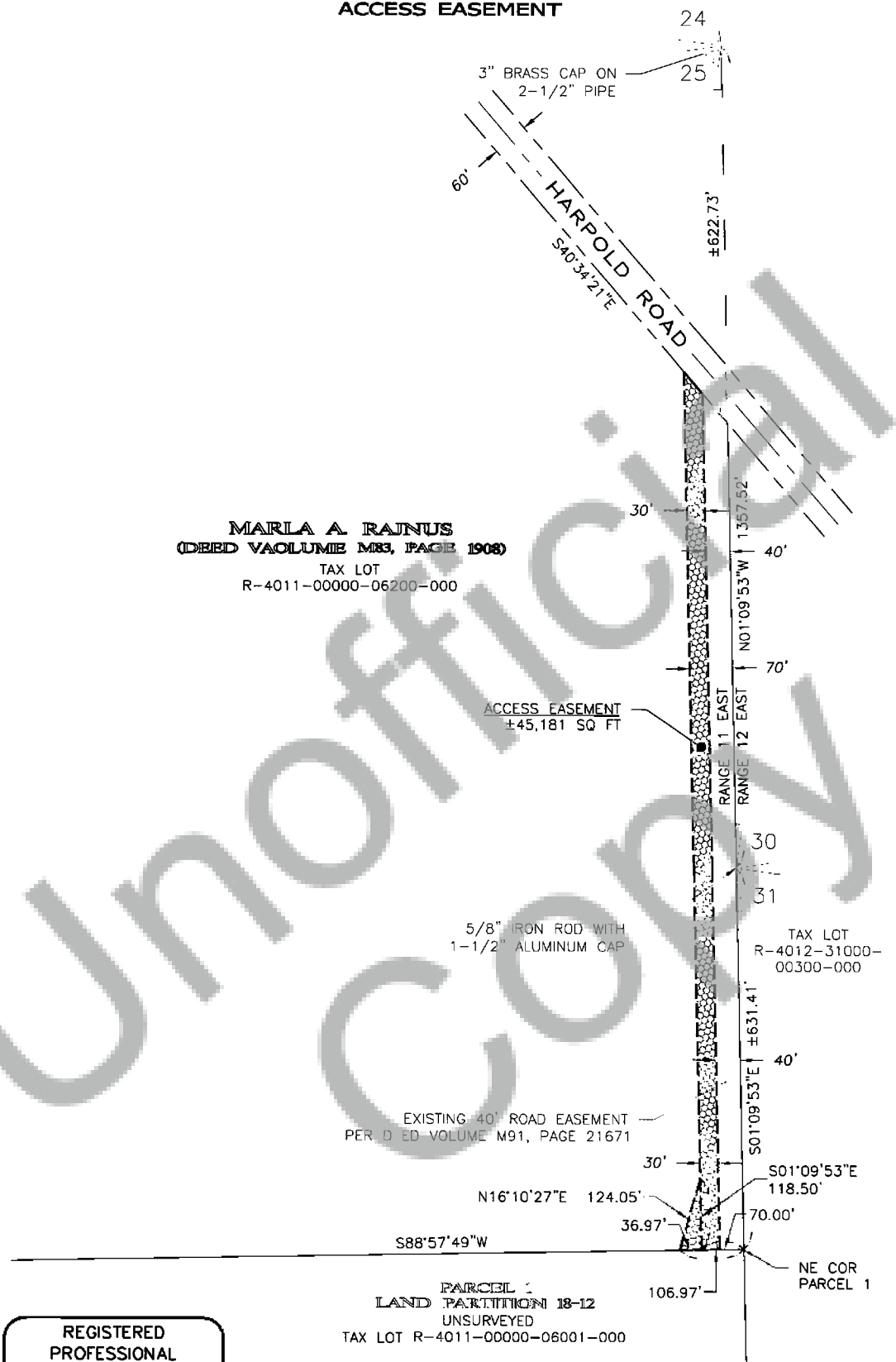
THIS DESCRIPTION CONTAINS 45,181 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS BASED ON UTM ZONE 10.



EXHIBIT B ACCESS EASEMENT



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Andrew Neal Huston

Digitally signed by
Andrew Neal Huston

OREGON
JANUARY 21, 2009
ANDREW N. HUSTON
61407PLS

RENEWS: 6/30/2021

1 INCH = 200 FEET



Date: 4/27/2021

Proj No: 21-062-40

521 NW HARRIMAN STREET
BEND, OR 97703
(541) 797-0954

www.sflands.com
info@sflands.com