

2016-012876

Klamath County, Oregon

12/05/2016 10:30:01 AM

Fee: \$82.00

**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

3709 Citation Way, Suite 102

Medford, OR 97504

**1) TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)**

Right-of-Way and Easement Agreement

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

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

Thomas M. Shaw and Elisa A. Shaw, Trustees of the TL Trust and Their Successor In Trust

P. O. Box 257

Klamath Falls, OR 97601

**3) INDIRECT PARTY / GRANTEE(S) ORS 205.125(1)(a) and 205.160**

Pacific Connector Gas Pipeline, LP

1615 Kirby Drive, Suite 500

Houston, TX 77005

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

Amari Title  
OK 12/6/16

**RETURN ADDRESS**

PACIFIC CONNECTOR GAS PIPELINE, LLC  
125 CENTRAL AVENUE, SUITE 250  
COOS BAY, OR 97420

**DOCUMENT TITLE(S):** RIGHT-OF-WAY AND EASEMENT AGREEMENT

**REFERENCE NUMBER(S) OF RELATED DOCUMENTS**

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

**GRANTOR(S)**

THOMAS M. SHAW AND ELISA A. SHAW, TRUSTEES OF THE TL TRUST DATED OCTOBER 11, 2016,  
AND THEIR SUCCESSOR IN TRUST

**GRANTEE(S)**

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

**LEGAL DESCRIPTION**

THAT CERTAIN PARCEL, OF LAND LYING IN SECTION 21, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE  
WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED ON  
THE ATTACHED EXHIBIT B.

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

R581454

## RIGHT-OF-WAY AND EASEMENT AGREEMENT

**THIS RIGHT-OF-WAY AND EASEMENT AGREEMENT ("Agreement")** is entered into this 3<sup>rd</sup> day of November, 2016, by and among Thomas M. Shaw and Elisa A. Shaw, Trustees of the TL Trust Dated October 11, 2016, and their successor in Trust, whose address is PO Box 257, Klamath Falls, OR 97601 ("**Grantor**"), and Pacific Connector Gas Pipeline, LP, a Delaware limited partnership, acting through its general partner, Pacific Connector Gas Pipeline, LLC, a Delaware limited liability company, 5615 Kirby Drive, Suite 500, Houston, TX 77005 ("**Grantee**").

For valuable consideration, Grantor does hereby grant, sell and convey to Grantee, its successors and assigns, a perpetual, non-exclusive 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 (collectively, the "**Facilities**"), which may be on, over, under, above and through the land legally described below ("**Property**"). Grantor warrants that it is the fee simple owner of the Property, which is situated in the County of Klamath, State of Oregon, and legally described as follows:

That certain parcel, of land lying in Section 21, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described on the attached Exhibit B.

The Property is also known by County Assessor Parcel Number(s): R581454

A centerline survey depiction of the pipeline is set forth in Exhibit A attached and made a part of this Agreement. For purposes of illustration, the real property encumbered by the Easement is fifty (50) feet in width, being twenty-five (25) feet on each side of the centerline of the pipeline to be constructed by Grantee and located as shown on Exhibit A. The Easement consists of approximately 1.225 acres.

This Agreement conveys to Grantee, its affiliates, and their contractors and designees the right of ingress and egress to and from the Facilities over, across and through the Property, and access on and within the Easement, 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, its affiliates, and their contractors and designees may use such portions of the property along and adjacent to the Easement as may be reasonably necessary during construction and repair of the Facilities, and as clearly defined and shown in Exhibit A.

Grantee agrees that within a reasonable time following the completion of the Work and subject to weather and/or soil conditions, Grantee shall, as near as practicable, restore the Easement to its original contour and condition. Grantee agrees to compensate Grantor adequately for impacts that directly result from the Work. Any other recognizable impacts to other real or personal property that result from the 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 all timber, wood products, trees, brush, native growth or foliage and other obstructions that may, in the Grantee's opinion, endanger, hinder or conflict with the construction, repair, operation, inspection, protection, maintenance and use of the Facilities.

Grantee shall possess the above-described rights, together with all rights necessary to operate, protect and maintain the Facilities within the Easement 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 the Easement and, at Grantee's sole discretion, may remove or abandon in place the Facilities. Upon such abandonment, Grantee may, at its discretion,

execute and record a reconveyance and release of this Agreement whereupon this Agreement with all rights and privileges mutually granted hereunder shall be fully canceled and terminated.

Grantor reserves the right to use and enjoy the Property except for the purposes granted in this Agreement 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 five (5) 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 the Facilities. Grantor is prohibited from creating or maintaining roads, reservoirs, excavations, changes in surface grade, obstructions or structures within the described Easement without the express written consent of Grantee.

Grantee agrees there shall be no above ground installations or structures on the Easement without the express written consent of Grantor, except pipeline markers and/or cathodic protection test posts at fence lines, roadways, railroads, ditches and waterways or as dictated by governmental regulations.

Grantee shall indemnify and hold Grantor harmless from and against any and all loss, damage, or injury that 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 or his/her agents or employees.

Grantor agrees to indemnify Grantee against any environmental liability that predates the date of this Agreement or that was caused solely by the Grantor's or his/her agents' or employees' 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 the Property and shall be subrogated to such lien and rights.

It is mutually understood and agreed that this Agreement and the attached exhibits, as written, cover and include all of the agreements between the parties except as may otherwise be provided in a Temporary Construction Easement Agreement or Access Road Agreement and that no representations or statements, verbal or written, have been made modifying, adding to or changing the terms of this Agreement.

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. Each and every easement, covenant, condition, restriction and agreement contained herein shall constitute a covenant running with the land in favor of the land thereby burdened. Either party may record this Agreement in the records of real property in the county where the Property is located.

This Agreement may be executed in counterparts so that when taken together, such counterparts constitute a single, fully executed document.

IN WITNESS WHEREOF the parties have EXECUTED THIS CONVEYANCE AND  
AGREEMENT THIS 3<sup>rd</sup> DAY OF November, 20 16.

GRANTOR:

Thomas M. Shaw, Trustee  
Thomas M. Shaw, Trustee

GRANTOR:

Elisa A. Shaw, Trustee  
Elisa A. Shaw, Trustee

GRANTEE:

**PACIFIC CONNECTOR GAS PIPELINE, LP**  
by its General Partner, Pacific Connector  
Gas Pipeline, LLC

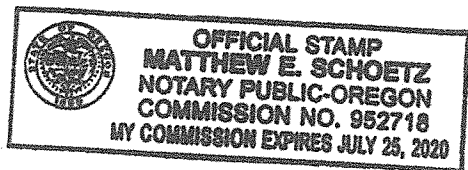
Taylor Johnson, Authorized Signatory  
Taylor Johnson

ACKNOWLEDGMENT

STATE OF OREGON )  
 )ss.  
COUNTY OF Klamath )

On this 3<sup>rd</sup> day of November, 2016, personally appeared Thomas M. Shaw,  
proven to me to be the Trustee of TL Trust Dated October 11, 2016,  
and acknowledged that she/he signed the forgoing instrument on behalf of and by authority of said entity  
and that the instrument is said entity's voluntary act and deed for the uses and purposes mentioned  
therein.

Before me:



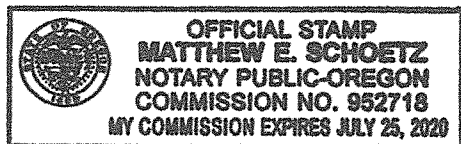
Matthew E. Schoetz  
Notary Public in and for the State of Oregon  
My Commission Expires: July 25, 2020

ACKNOWLEDGMENT

STATE OF OREGON )  
 )ss.  
COUNTY OF Klamath )

On this 3<sup>rd</sup> day of November, 2016, personally appeared Elisa A. Shaw,  
proven to me to be the Trustee of TL Trust Dated October 11, 2016,  
and acknowledged that she/he signed the forgoing instrument on behalf of and by authority of said entity  
and that the instrument is said entity's voluntary act and deed for the uses and purposes mentioned  
therein.

Before me:



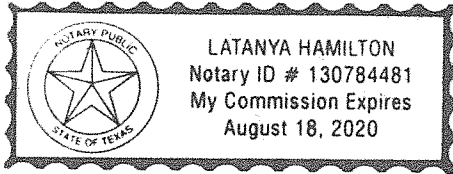
Matthew E. Schoetz  
Notary Public in and for the State of Oregon  
My Commission Expires: July 25, 2020

ACKNOWLEDGMENT

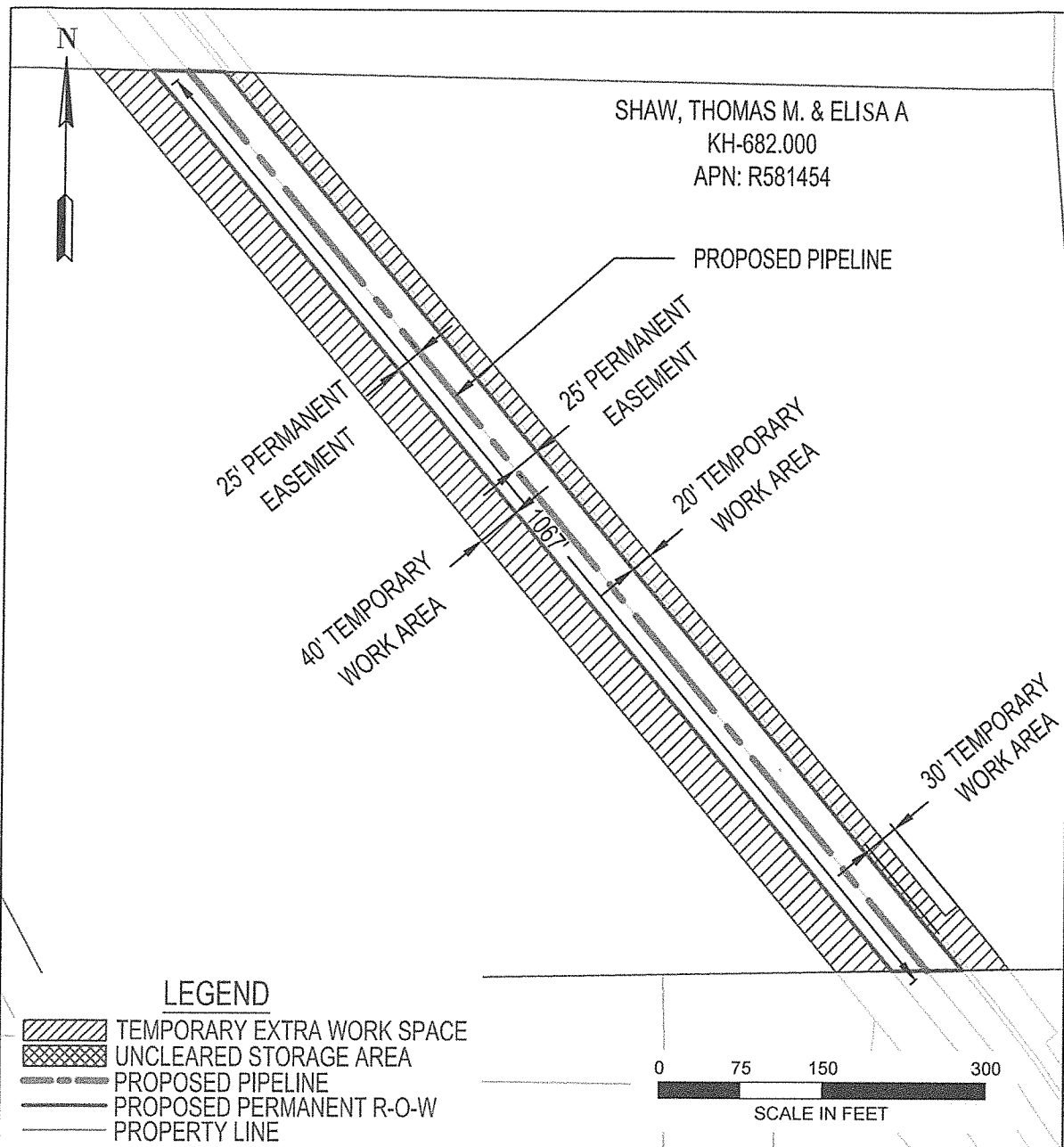
STATE OF TEXAS )  
COUNTY OF Harris )ss.


On this 17<sup>th</sup> day of November, 2016, Taylor Johnson personally appeared before me and being duly sworn, did say that she/he is the Vice President of Pacific Connector Gas Pipeline, LP, acting through its general partner, Pacific Connector Gas Pipeline, LLC, and that she/he executed the forgoing instrument on behalf of and by authority of said entity and acknowledged said instrument to be its voluntary act and deed for the uses and purposes mentioned therein.

Before me:



[Signature]  
Notary Public in and for the State of Texas  
My Commission Expires: 08/08/2020



AREA TOTALS			REV 0	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	53347.73	1.225	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL Shaw, Thomas M. and Elisa A. M.P. 201.28 TO M.P. 201.49 T-39 S, R-9 E, S-21 KLAMATH COUNTY, OREGON		
TEMP. EXTRA WORK AREA:	65095.92	1.494			
UNCLEARED STORAGE AREA:	0.00	0.00			
DRAWN: KDS DATE: 06-03-2015					
CHECK: GMP DATE: 06-05-2015			DRAWING NO: 3430.33-X-KH-682.000		
APPRV: BAB DATE: 12-22-2015					



## EXHIBIT B

A tract of land situated in the S1/2 SW1/4 of Section 21, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point on the Easterly right of way of the U.S.B.R. C-4-E Lateral and the South line of said Section 21; said point being North 88°04'48" East 849.39 feet from the Southwest corner of said Section 21; thence Northerly along the Easterly right of way of said lateral the following courses; North 28°15' West 133.37 feet, along the arc of a curve to the right (radius=118.24 feet) 48.84 feet, North 04°35' West 438.30 feet, along arc of a curve to the left (radius=168.24) 113.05 feet, North 43°05' West 181.79 feet; thence leaving said right of way, Est 1,191.46 feet to the Westerly right of way of the U.S.B.R. 1-N Drain; thence Southerly along said right of way the following courses: South 04°04' East 318.00 feet, South 09°32' East, 326.46 feet, South 10°02' East, 164.45 feet to the South line of said Section 21; thence South 88°04'48" West, 1,016.46 feet to the point of beginning, with bearings based on Survey No. 1681 as recorded in Klamath County Surveyor's Office.