

2016-012878

Klamath County, Oregon

12/05/2016 10:30:01 AM

Fee: \$107.00

**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

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

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

Right-of-Way and Easement Agreement

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

Dennis R.Hynes, Trustee of The J&J Family Trust

3939 S. 6th Street, #301

Klamath Falls, OR 97603

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

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

**GRANTOR(S)**

DENNIS R. HYNES, TRUSTEE OF THE J&J FAMILY TRUST

**GRANTEE(S)**

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

**LEGAL DESCRIPTION**

THAT CERTAIN PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 40 SOUTH, RANGE 10 EAST,  
WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE FULLY DESCRIBED IN THE  
ATTACHED EXHIBIT B.

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

R98717

## RIGHT-OF-WAY AND EASEMENT AGREEMENT

THIS RIGHT-OF-WAY AND EASEMENT AGREEMENT ("Agreement") is entered into this 7 day of NOVEMBER, 2016, by and among Dennis R. Hynes, Trustee of The J&J Family Trust, whose address is 3939 S 6th Street #301, Klamath Falls, OR 97603 ("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 20, Township 40 South, Range 10 East, Willamette Meridian, Klamath County, Oregon, being more fully described in the attached Exhibit B.

The Property is also known by County Assessor Parcel Number(s): R98717

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 5.831 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 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.

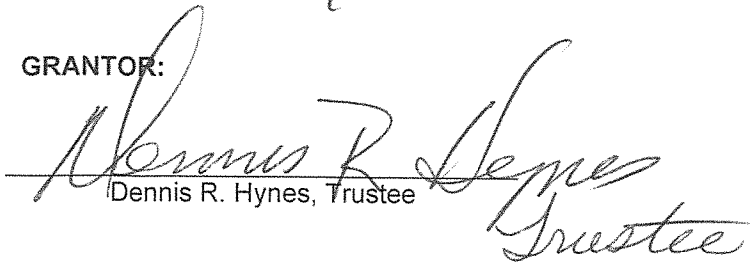
It is mutually understood and agreed that this Agreement and the attached exhibits, as written, cover and include all of the agreements between the parties except as may otherwise be provided in a Temporary Construction Easement Agreement or Access Road Agreement and that no representations or statements, 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 7 DAY OF Nov, 20 16.

GRANTOR:

  
Dennis R. Hynes, Trustee

GRANTEE:

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

  
\_\_\_\_\_, Authorized Signatory  
Taylor Johnson

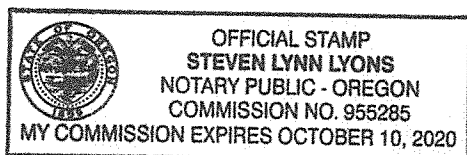
ACKNOWLEDGMENT

STATE OF OREGON )  
COUNTY OF Klamath )ss.

On this 7 day of November, 2016, personally appeared Dennis R. Hynes,  
proven to me to be the Trustee of J&J Family Trust,  
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:

Steven Lynn Lyons  
Notary Public in and for the State of Oregon  
My Commission Expires: Oct. 10, 2020

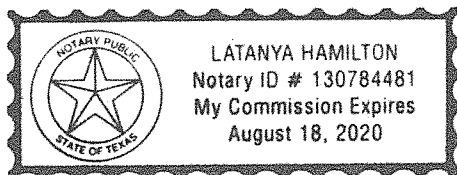


ACKNOWLEDGMENT

STATE OF TEXAS )  
COUNTY OF Harris )ss.

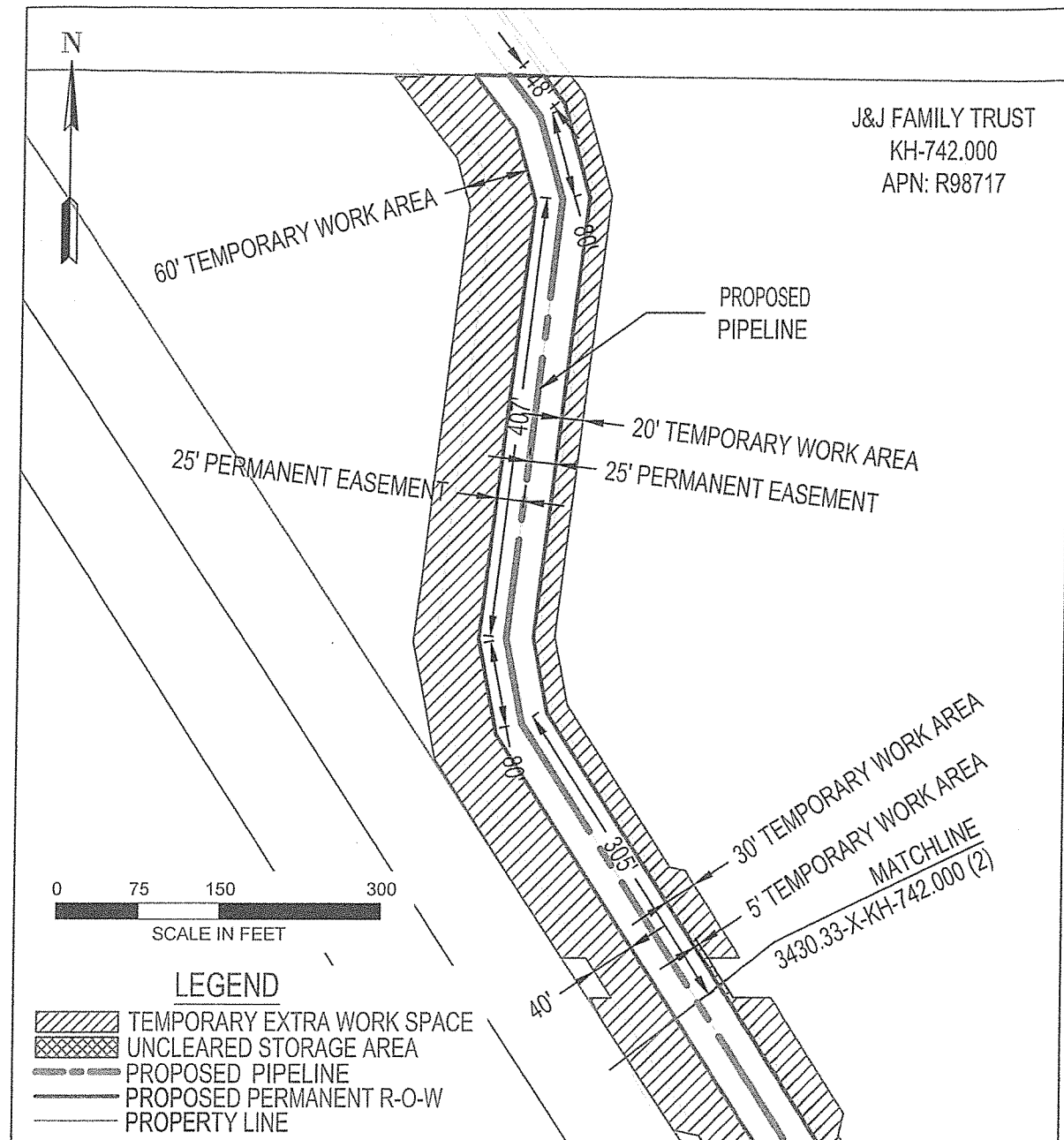
On this 17<sup>th</sup> day of November, 2016, personally appeared Taylor Johnson, proven to me to be the Vice President of Pacific Connector Gas Pipeline, LP, acting through its general partner, Pacific Connector Gas Pipeline, LLC, and acknowledged that she/he signed the forgoing instrument on behalf 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:




A handwritten signature in cursive script, appearing to read "Latanya Hamilton", written over a horizontal line.

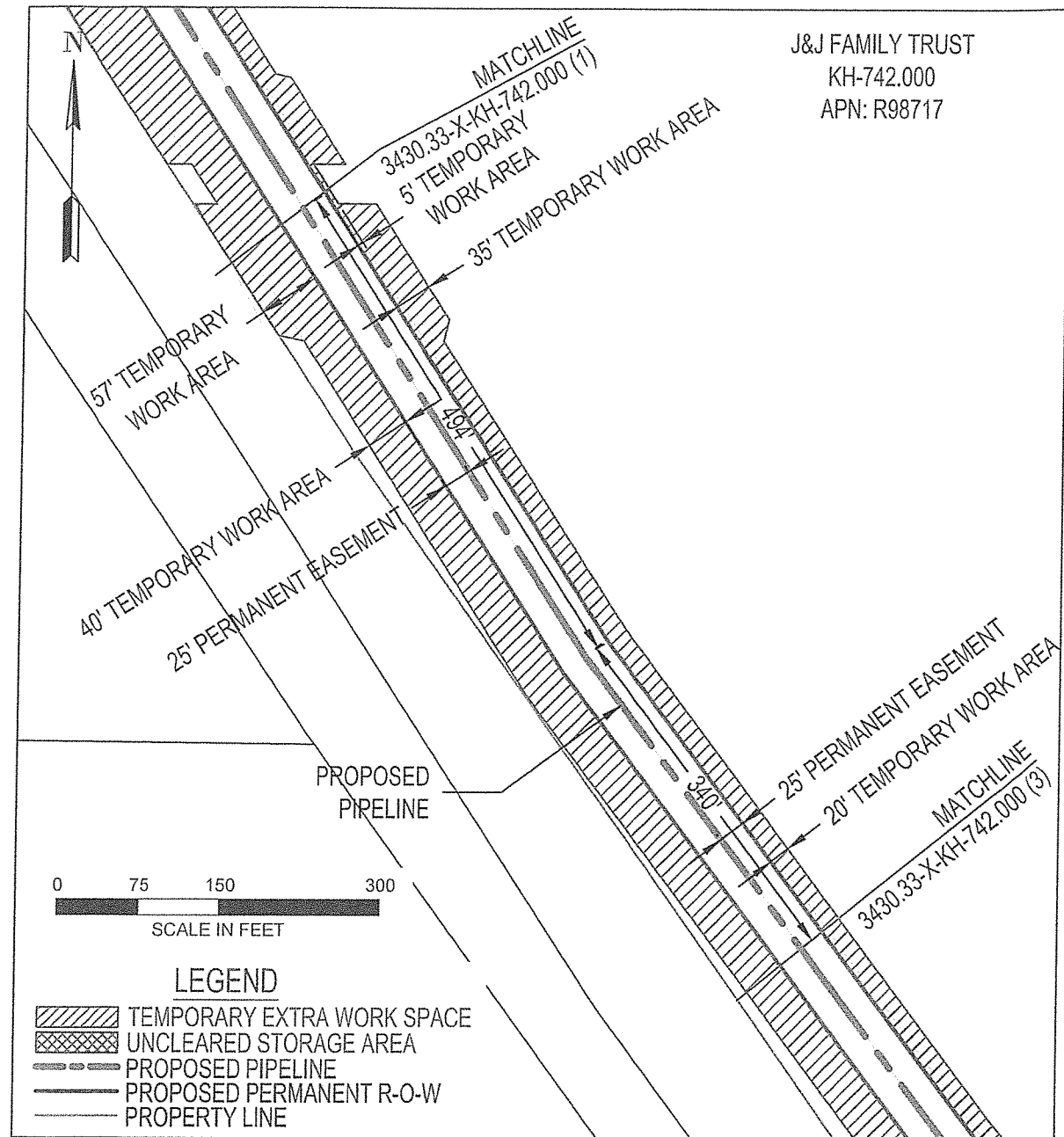
Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_




J&J FAMILY TRUST  
KH-742.000  
APN: R98717

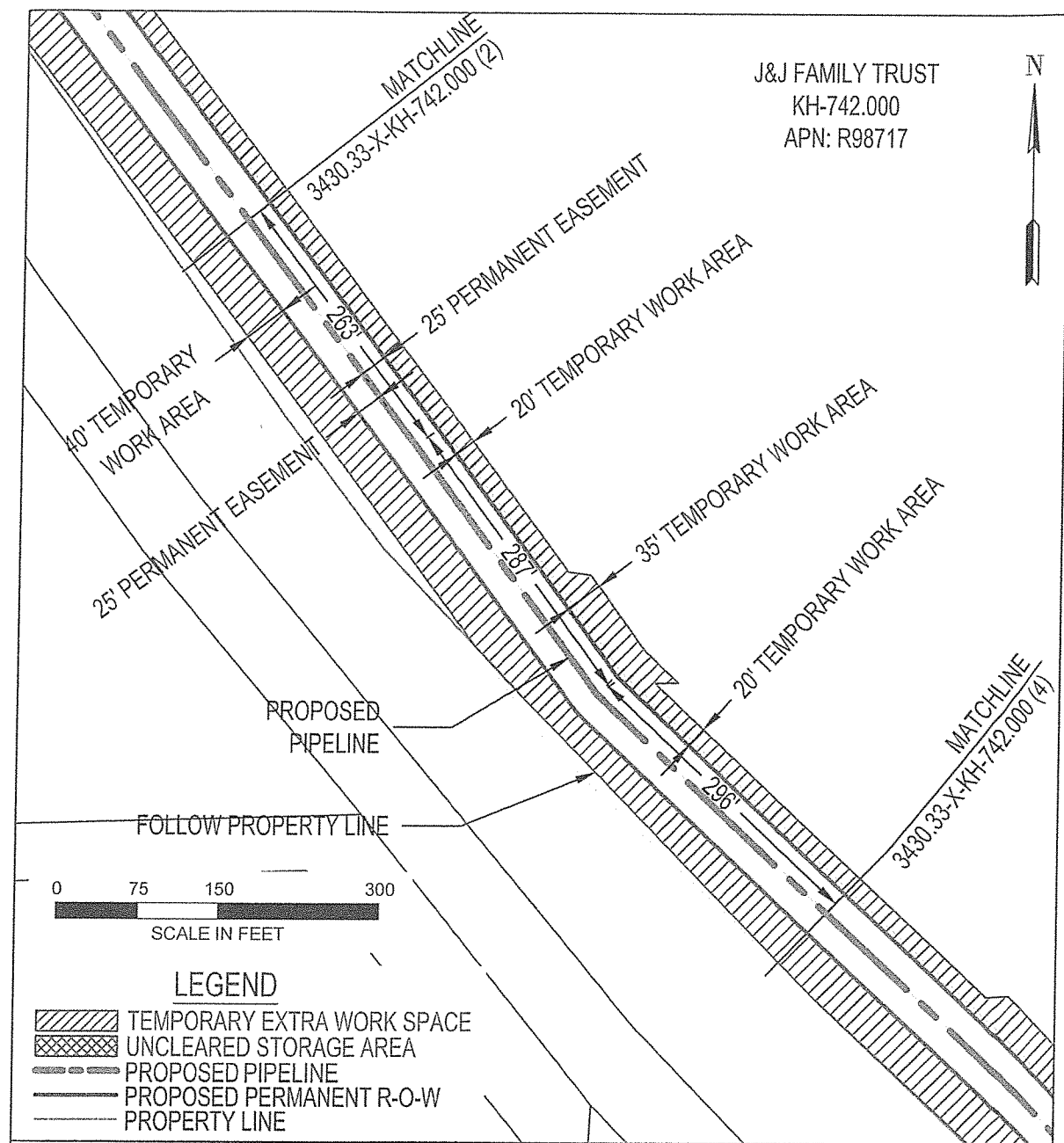
AREA TOTALS			REV 1	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	253996.34	5.831	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL J+J Family Trust M.P. 209.26 TO M.P. 210.16 T-40-S, R-10-E, S-20 KLAMATH COUNTY, OREGON		
TEMP. EXTRA WORK AREA:	361044.85	8.288			
UNCLEARED STORAGE AREA:	0.0	0.0			
DRAWN: KLL DATE: 05-12-2015					
CHECK: KLL DATE: 9-13-2016			DRAWING NO: 3430.33-X-KH-742.000 (1)		
APPRV: BAB DATE: 9-13-2016					




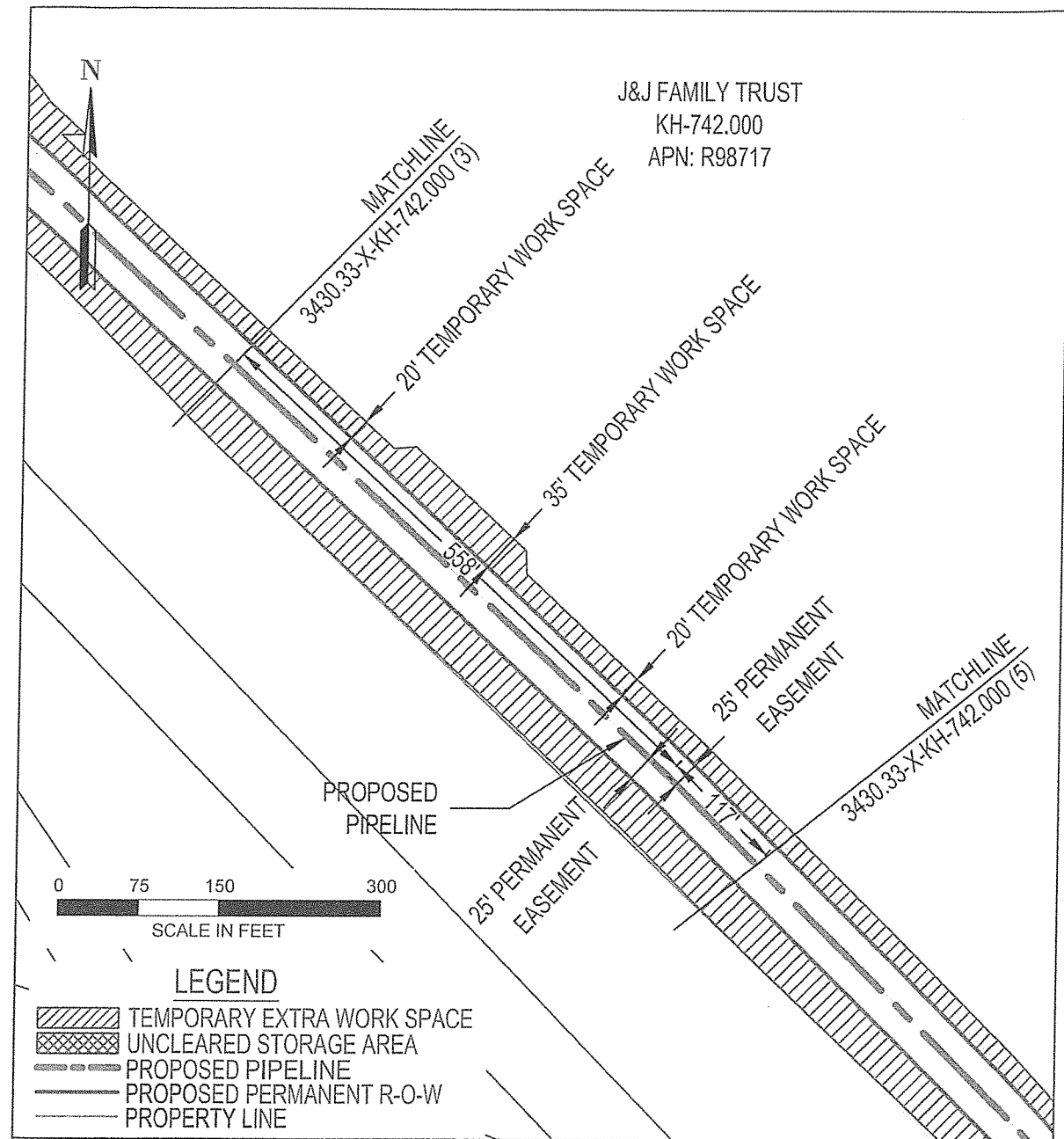



J&J FAMILY TRUST  
KH-742.000  
APN: R98717

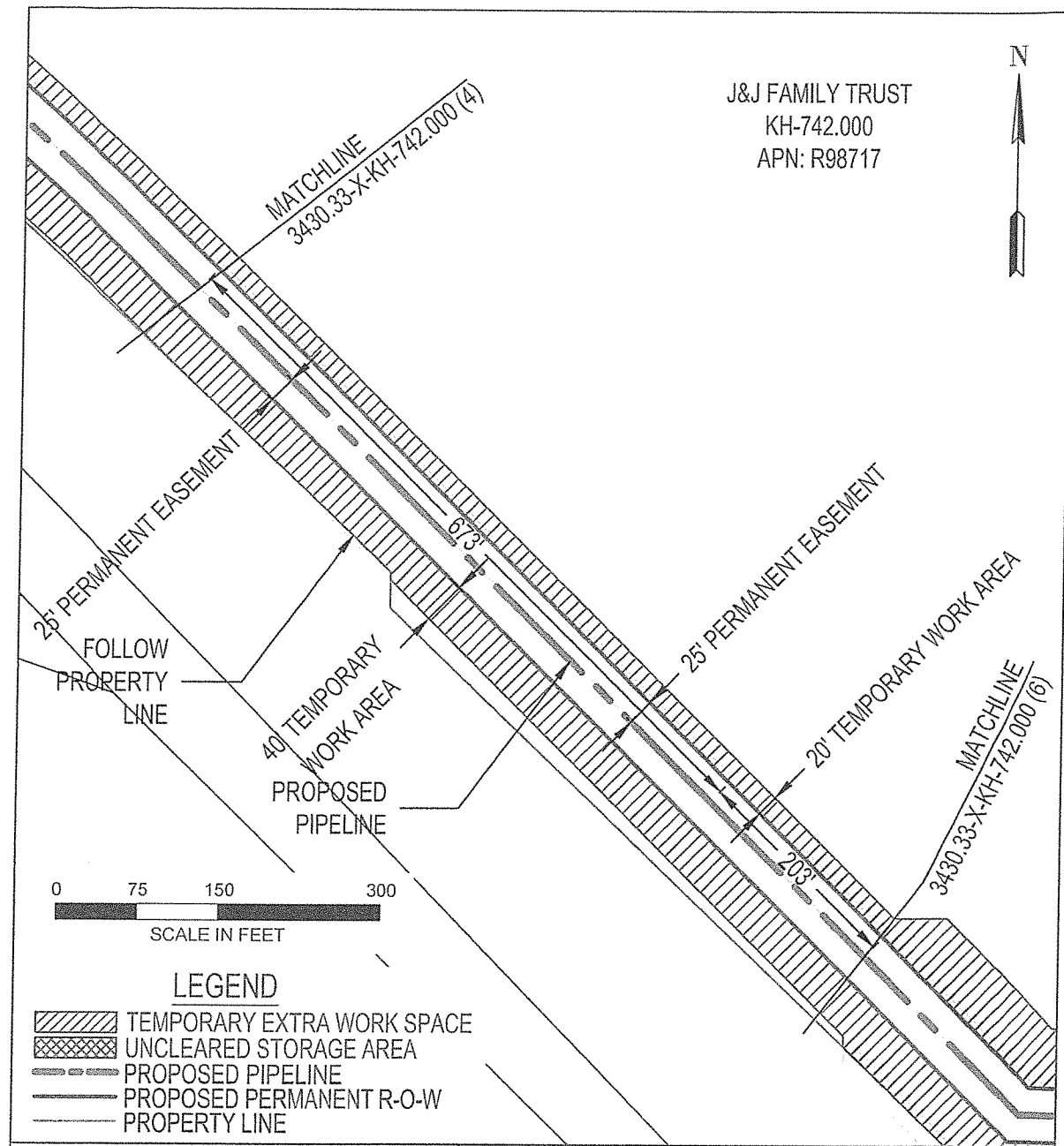
AREA TOTALS			REV 1	EXHIBIT "A"	 Pacific Connector GAS PIPELINE
	SQ. FT.	ACRES.			
PERM. R-O-W:	253996.34	5.831	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL J+J Family Trust M.P. 209.26 TO M.P. 210.16 T-40-S, R-10-E, S-20 KLAMATH COUNTY, OREGON		
TEMP. EXTRA WORK AREA:	361044.85	8.288			
UNCLEARED STORAGE AREA:	0.0	0.0			
DRAWN: KLL DATE: 05-12-2015			DRAWING NO: 3430.33-X-KH-742.000 (2)		
CHECK: KLL DATE: 9-13-2016					
APPRV: BAB DATE: 9-13-2016					




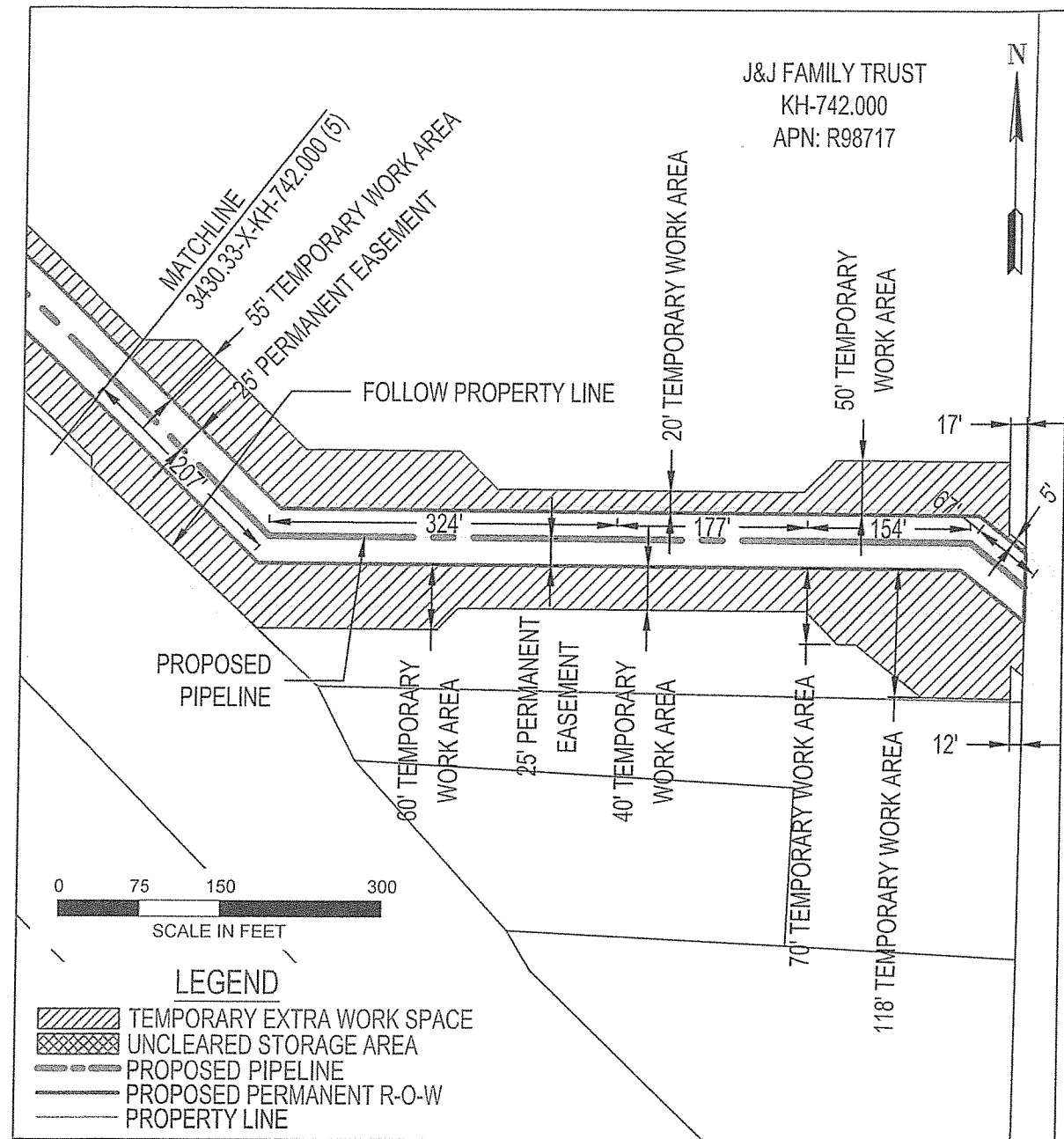
AREA TOTALS			REV 1	EXHIBIT "A"	 Pacific Connector GAS PIPELINE
	SQ. FT.	ACRES.			
PERM. R-O-W:	253996.34	5.831	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL J+J Family Trust M.P. 209.26 TO M.P. 210.16 T-40-S, R-10-E, S-20 KLAMATH COUNTY, OREGON DRAWING NO: 3430.33-X-KH-742.000 (3)		
TEMP. EXTRA WORK AREA:	361044.85	8.288			
UNCLEARED STORAGE AREA:	0.0	0.0			
DRAWN: KLL DATE: 05-12-2015					
CHECK: KLL DATE: 9-13-2016					
APPRV: BAB DATE: 9-13-2016					




AREA TOTALS			REV 1	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	253996.34	5.831	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL J+J Family Trust M.P. 209.26 TO M.P. 210.16 T-40-S, R-10-E, S-20 KLAMATH COUNTY, OREGON		
TEMP. EXTRA WORK AREA:	361044.85	8.288			
UNCLEARED STORAGE AREA:	0.0	0.0			
DRAWN: KLL DATE: 05-12-2015					
CHECK: KLL DATE: 9-13-2016					
APPRV: BAB DATE: 9-13-2016			DRAWING NO: 3430.33-X-KH-742.000 (4)		



AREA TOTALS			REV 1	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	253996.34	5.831	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL J+J Family Trust M.P. 209.26 TO M.P. 210.16 T-40-S, R-10-E, S-20 KLAMATH COUNTY, OREGON		
TEMP. EXTRA WORK AREA:	361044.85	8.288			
UNCLEARED STORAGE AREA:	0.0	0.0			
DRAWN:KLL DATE:05-12-2015			DRAWING NO: 3430.33-X-KH-742.000 (5)		
CHECK:KLL DATE:9-13-2016					
APPRV: BAB DATE:9-13-2016					



AREA TOTALS			REV 1	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	253996.34	5.831	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL J+J Family Trust M.P. 209.26 TO M.P. 210.16 T-40-S, R-10-E, S-20 KLAMATH COUNTY, OREGON		
TEMP. EXTRA WORK AREA:	361044.85	8.288			
UNCLEARED STORAGE AREA:	0.0	0.0			
DRAWN:KLL DATE:05-12-2015					
CHECK:KLL DATE:9-13-2016			DRAWING NO: 3430.33-X-KH-742.000 (6)		
APPRV: BAB DATE:9-13-2016					

## EXHIBIT B

The NW1/4 of the NE1/4, the SW1/4 of the NE1/4, and all that portion of the NW1/4, the NE1/4 of the SW1/4, and the NW1/4 of the SE1/4, lying Northeasterly of the Northeasterly right of way line of Highway 39 in Section 20, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING THEREFROM a parcel of land situated in the Northwest one-quarter of Section 20, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8" iron pin marking the Northwest corner of said Section 20; thence North 89 degrees 45' 24" East, along the North line of said Section 20, 2180.17 feet; thence South 00 degrees 14' 35" East, 500.00 feet; thence South 89 degrees 45' 24" West parallel to the North line of said Section 20, 1930.22 feet to a point on the Northeasterly right of way of Oregon State Highway 39; thence North 33 degrees 46' 40" West, along the Northeasterly right of way line of said Oregon State Highway 39, 452.68 feet to a point on the West line of said Section 20; thence North 00 degrees 10' 54" West along the West line of said Section 20, 122.67 feet to the point of beginning.

EXCEPTING THEREFROM any portion lying within the Zuckerman Road right of way.

ALSO EXCEPTING THEREFROM the U.S.B.R. C-9 lateral.

AND ALSO EXCEPTING THEREFROM any portion lying within the State Highway 39 right of way.