

022817 F- Accom  
**AmeriTitle** WAS REQUESTED TO  
RECORD THIS INSTRUMENT AS  
AN ACCOMMODATION. IT HAS NOT  
BEEN EXAMINED FOR SUFFICIENCY  
OR ITS EFFECT UPON THE TITLE.

**2017-002143**  
Klamath County, Oregon  
02/28/2017 04:00:01 PM  
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

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

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

Matthew S. Bedford, individually, and Scott G. Bedford, Trustee of the Scott G. Bedford Living Tr

1231 Tulloch Dr.

Tracy, CA 95304

**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**

**GRANTOR(S)**

MATTHEW S. BEDFORD, INDIVIDUALLY, AND SCOTT G. BEDFORD, TRUSTEE OF THE SCOTT G. BEDFORD LIVING TRUST DATED JULY 28, 2010, EACH AS TO AN UNDIVIDED 1/2 INTEREST, AS TENANTS IN COMMON

**GRANTEE(S)**

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

**LEGAL DESCRIPTION**

A TRACT OF LAND SITUATED IN SECTIONS 20, 21, 28 AND 29, ALL IN TOWNSHIP 40 SOUTH, RANGE 10 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED ON THE ATTACHED EXHIBIT B.

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

R98815, R774638, R99663, R774647

## RIGHT-OF-WAY AND EASEMENT AGREEMENT

**THIS RIGHT-OF-WAY AND EASEMENT AGREEMENT ("Agreement")** is entered into this 20 day of Jan, 2018, by and among Matthew S. Bedford, individually, and Scott G. Bedford, Trustee of the Scott G. Bedford Living Trust dated July 28, 2010, each as to an undivided 1/2 interest, as tenants in common, whose address is 1231 Tulloch Dr., Tracy, CA 95304 ("**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:

A tract of land situated in Sections 20, 21, 28, and 29, all in 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): R98815, R774638, R99663, R774647

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 3.572 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 water ways 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.

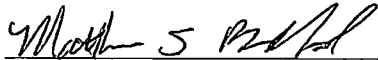
It is mutually understood and agreed that this Agreement and the attached exhibits, as written, cover and include all of the agreements between the parties except as may otherwise be provided in a Temporary Construction Easement Agreement or Access Road Agreement and that no representations or statements, 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 20 DAY OF Jan, 20 17

GRANTOR:


  
Matthew S. Bedford

GRANTOR:

  
Scott G. Bedford, Trustee

GRANTEE:

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

  
Taylor Johnson  
Authorized Signatory

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Joaquin

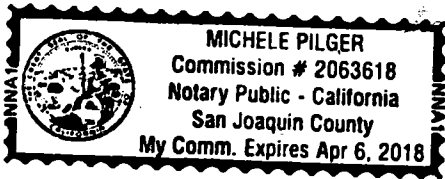
On January 20, 2017 before me, Michele Pilger, Notary Public

personally appeared Matthew S Bedford and Scott G Bedford

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Right of Way and Easement Agreement Document Date: 1-20-17

Number of Pages: 3 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

ACKNOWLEDGMENT

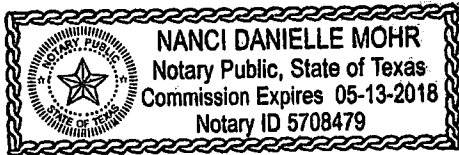
STATE OF TEXAS )

COUNTY OF Harris )

)ss.

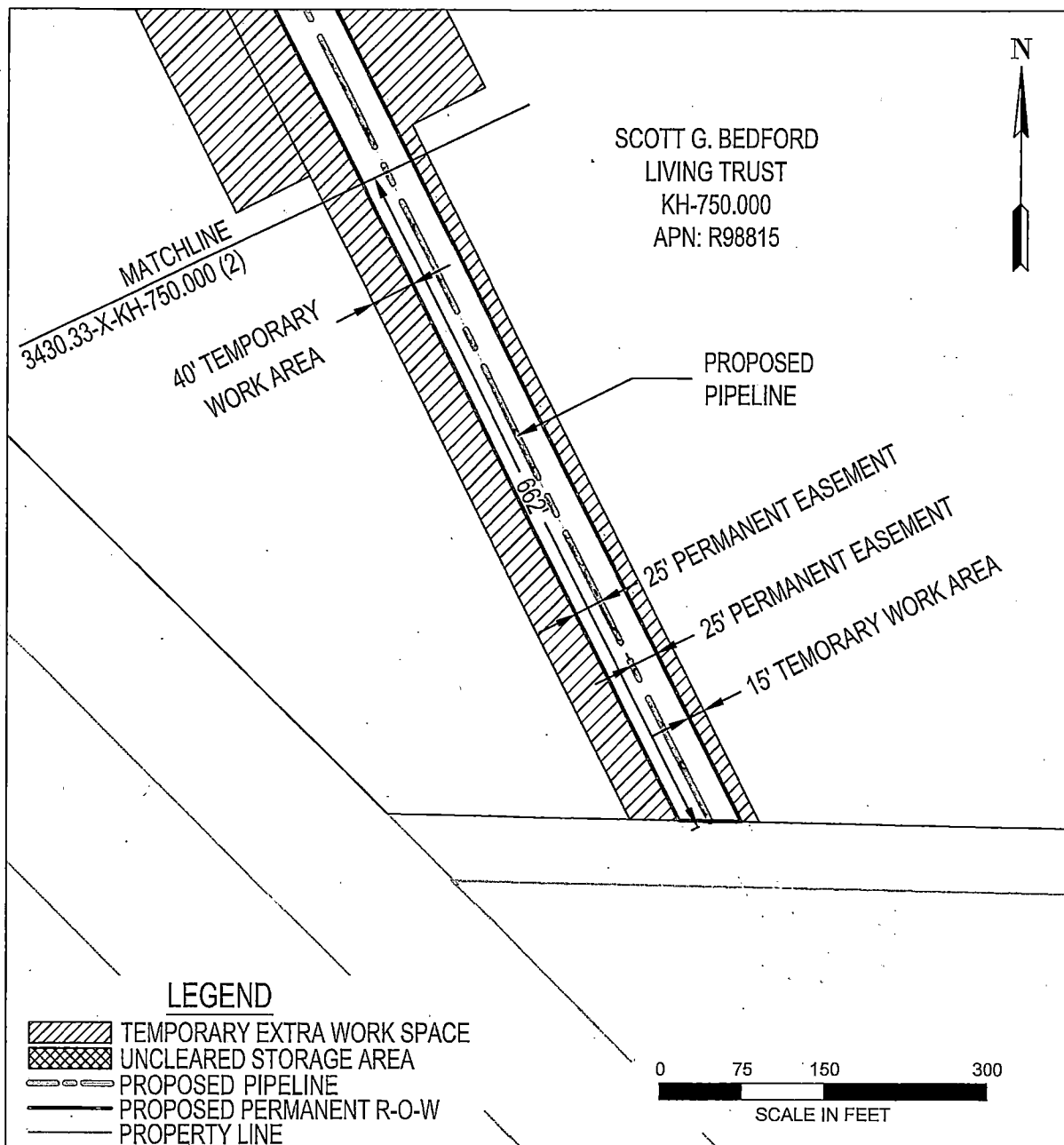
On this 22<sup>nd</sup> day of February, 2017, personally appeared Saylor Johnson, proven to me to be the Authorized Signatory of Pacific Connector Gas Pipeline, LP, acting through its general partner, Pacific Connector Gas Pipeline, LLC, and acknowledged that she/he signed the forgoing instrument on 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:



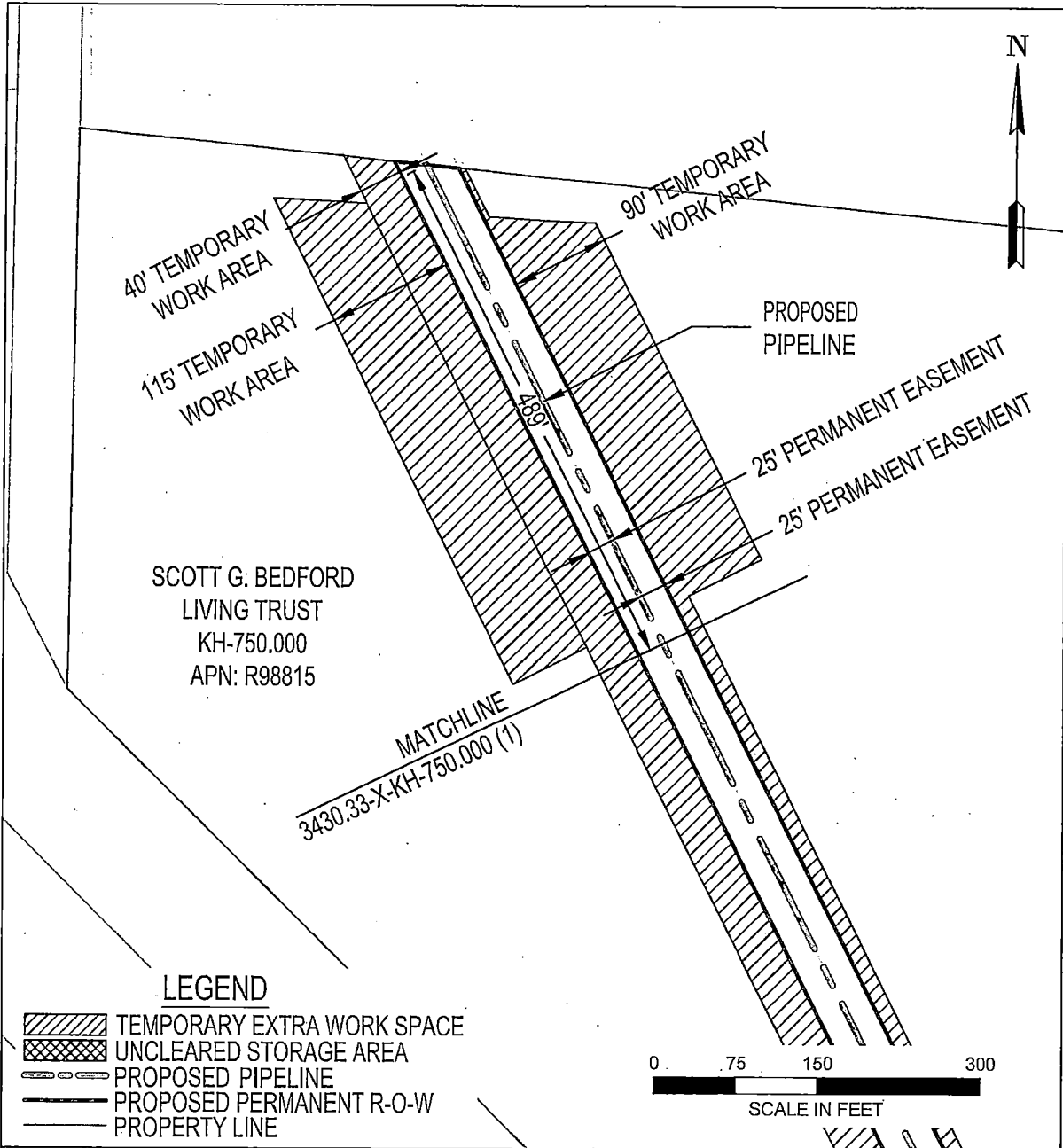
Nanci D. Mohr


Notary Public in and for the State of Texas  
My Commission Expires: 05/13/18

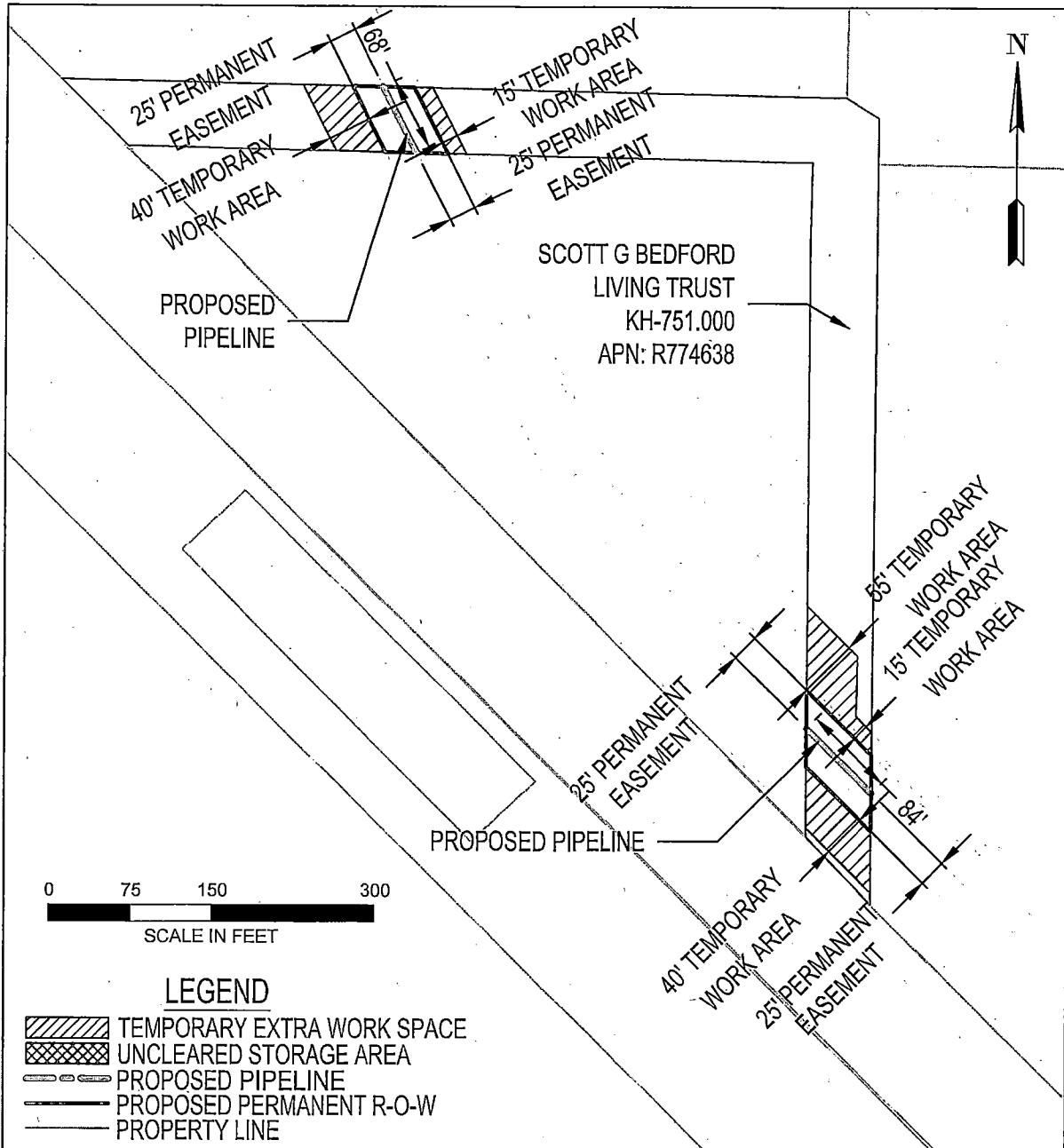



AREA TOTALS			REV 1	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	57564.68	1.322	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL Scott G Bedford Living Trust M.P. 210.26 TO M.P. 210.48 T-40-S, R-10-E, S-20 KLAMATH COUNTY, OREGON DRAWING NO: 3430.33-X-KH-750.000 (1)		
TEMP. EXTRA WORK AREA:	125909.16	2.89			
UNCLEARED STORAGE AREA:	0.0	0.0			
DRAWN:KLL DATE:5-11-2015					
CHECK:TAD DATE:05-21-2015					
APPRV: BAB DATE:12-23-2015					

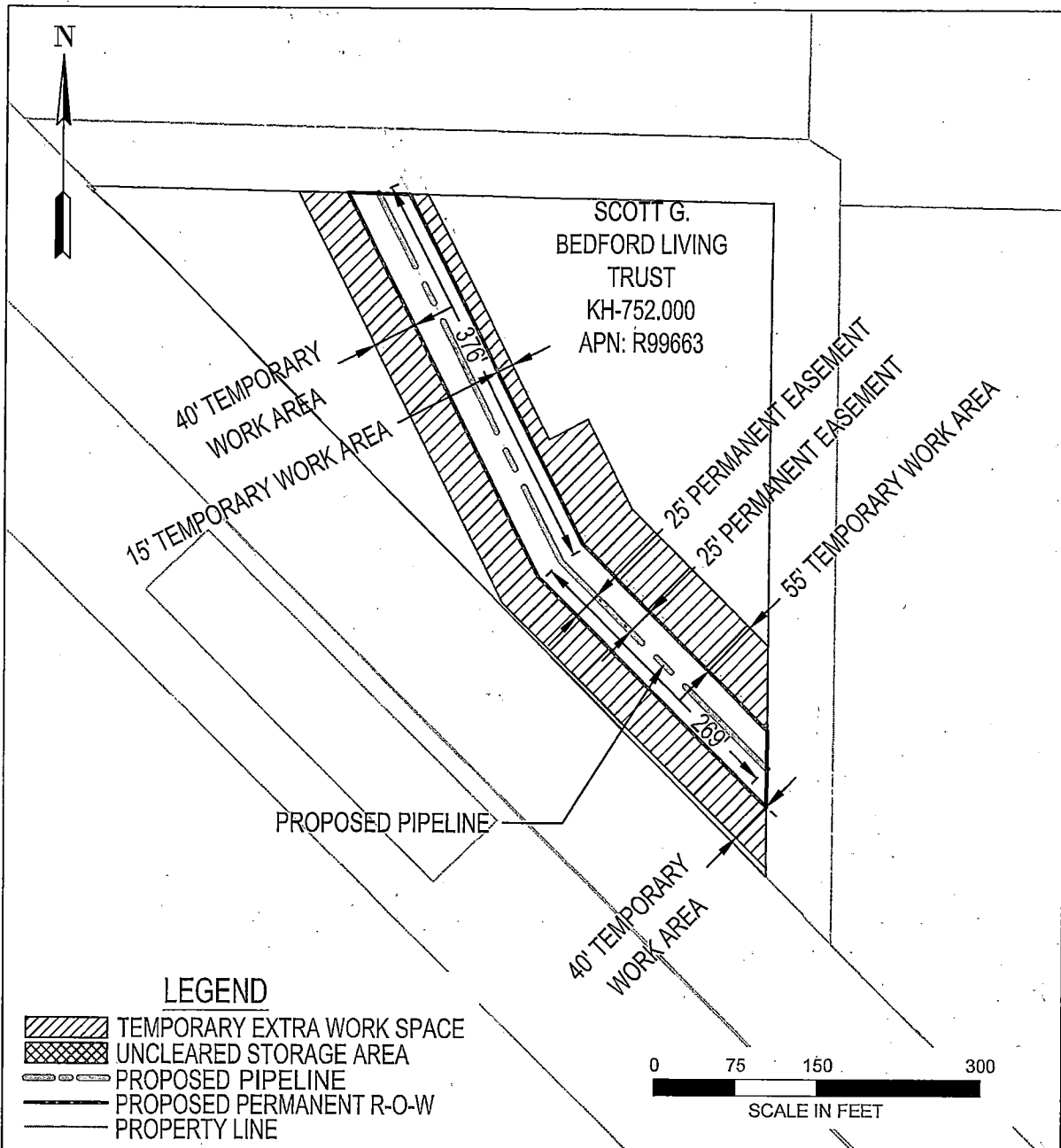





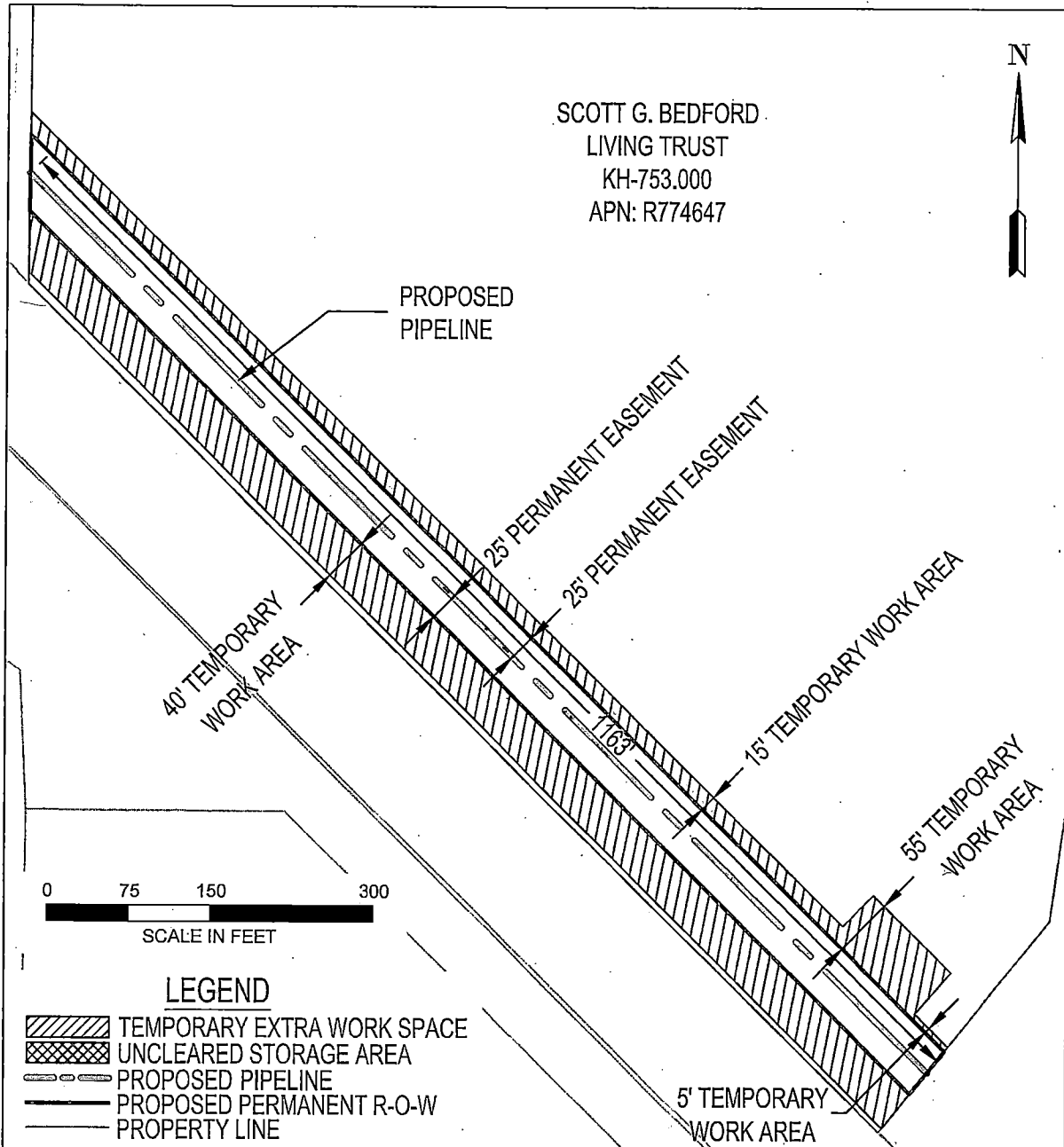
AREA TOTALS			REV 1	EXHIBIT "A"	 Pacific Connector GAS PIPELINE
	SQ. FT.	ACRES.			
PERM. R-O-W:	57564.68	1.322	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL Scott G Bedford Living Trust M.P. 210.26 TO M.P. 210.48 T-40-S, R-10-E, S-20 KLAMATH COUNTY, OREGON		
TEMP. EXTRA WORK AREA:	125909.16	2.89			
UNCLEARED STORAGE AREA:	0.0	0.0			
DRAWN:KLL DATE:5-11-15					
CHECK:TAD DATE:05-21-2015			DRAWING NO: 3430.33-X-KH-750.000 (2)		
APPRV: BAB DATE:12-23-2015					




AREA TOTALS			REV 2	EXHIBIT "A"	 Pacific Connector GAS PIPELINE
	SQ. FT.	ACRES.			
PERM. R-O-W:	7606.87	0.175	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL Scott G Bedford Living Trust M.P. 210.48 TO M.P. 210.63 T-40-S, R-10-E, S-21 KLAMATH COUNTY, OREGON		
TEMP. EXTRA WORK AREA:	10922.44	0.251			
UNCLEARED STORAGE AREA:	0.0	0.0			
DRAWN:KLL DATE:5-8-2015					
CHECK:GMP DATE:05-15-2015			DRAWING NO: 3430.33-X-KH-751.000		
APPRV: BAB DATE:12-23-2015					



AREA TOTALS			REV 2	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	32233.13	0.74	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL Scott G Bedford Living Trust M.P. 210.50 TO M.P. 210.62 T-40-S, R-10-E, S-29 KLAMATH COUNTY, OREGON		
TEMP. EXTRA WORK AREA:	49675.88	1.14			
UNCLEARED STORAGE AREA:	0.0	0.0			
DRAWN:KLL DATE:5-8-2015			DRAWING NO: 3430.33-X-KH-752.000		
CHECK:GMP DATE:05-15-2015					
APPRV: BAB DATE:12-28-2015					



AREA TOTALS			REV 2	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	58159.32	1.335	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL Scott G Bedford Living Trust M.P. 210.63 TO M.P. 210.85 T-40-S, R-10-E, S-28 KLAMATH COUNTY, OREGON		
TEMP. EXTRA WORK AREA:	66443.55	1.525			
UNCLEARED STORAGE AREA:	0.0	0.0			
DRAWN:KLL DATE:5-8-2015					
CHECK:GMP DATE:05-15-2015			DRAWING NO: 3430.33-X-KH-753.000		
APPRV: BAB DATE:12-28-2015					

## EXHIBIT B

A tract of land situated in Sections 20, 21, 28, and 29, all in Township 40 South, Range 10 East, Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the point of intersection of the Northeasterly right of way line of State Highway No. 39 (Merrill Highway) and the section line common to said Section 28 and 29; thence Northwesterly along said Northeasterly right of way line to the West line of the SE1/4 SE1/4 of said Section 20; thence Northerly along the West line of the SE1/4 SE1/4 of said Section 20 to the centerline of the U.S.B.R. No. 5 drain; thence Easterly along said drain to the Section line common to said Sections 20 and 21; thence East to the East line of the SW1/4 SW1/4 of said Section 21; thence Southerly along the East line of the SW1/4 SW1/4 of said Section 21 and the East line of the W1/2 NW1/4 of said Section 28 to the Southwesterly right of way line of the Southern Pacific Railroad; thence Southeasterly along said railroad right of way line to the South line of the NW1/4 of said Section 28; thence Westerly along the South line of the said NW1/4 to the Southwest corner of the NW1/4 of said Section 28; thence Northerly along the West line of the NW1/4 of said Section 28 to the Point of Beginning. The above described tract of land includes the right of Fred Hess, John Hess and Paul Hess, their heirs or assigns to use and maintain the existing road beginning at the intersection of Highway 39 and the line common to Sections 28 and 29, Township 40 South, Range 10 East, Willamette Meridian, running thence Northerly and Easterly to the NE1/4 SW1/4 of said Section 21.

EXCEPTING THEREFROM all that portion of the W1/2 NW1/4 of said Section 28 lying Easterly of the centerline of the USBR 5-H Drain; AND EXCEPTING THEREFROM all that portion of the W1/2 NW1/4 of said Section 28 lying Southwesterly of the Northerly line of State Hwy No. 39 (Klamath Falls – Malin Highway).

AND EXCEPTING THEREFROM all that portion of the SW1/4 SW1/4 of Section 21 lying Northeasterly and Easterly of the USBR 5-H Drain.

AND EXCEPTING THEREFROM any portion thereof in the SW1/4 SW1/4 of Section 21 lying within the boundaries of the USBR No. 5 Drain.

AND EXCEPTING THEREFROM any portions of the above described property lying within the boundaries of State Hwy 39, Wong Road, Chin Road and Buesing Road.

RESERVING THEREFROM an easement for ingress, egress and utilities over, under and across a strip of land 30 feet in width running from Wong Road on the West boundary of the property herein conveyed to the Northeasterly boundary of the property herein conveyed said easement to be South of, adjacent to, and parallel with the USBR No. 5 Drain. Said easement is for the benefit of the Grantor's remaining property and any subdivision thereof. Maintenance of said easement will be shared equally by all users. If any user causes excessive damage, that user will be responsible for curing that damage. Said easement is to be kept open at all times