

**AmeriTitle** 0309176-PCCOM  
WAS REQUESTED TO  
RECORD THIS INSTRUMENT AS  
AN ACCOMMODATION. IT HAS NOT  
BEEN EXAMINED FOR SUFFICIENCY  
OR ITS EFFECT UPON THE TITLE.

**2017-002493**

Klamath County, Oregon

03/09/2017 09:41:01 AM

Fee: \$132.00

**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 NUMBERS(S) OF RELATED DOCUMENTS**

**GRANTOR(S)**

BAVARIAN OLYMPUS TIMBER, LLC, A DELAWARE LIMITED LIABILITY COMPANY

**GRANTEE(S)**

PACIFIC CONNECTOR GAS PIPELINE LP, A DELAWARE LIMITED PARTNERSHIP

**LEGAL DESCRIPTION**

Those certain parcels of land lying in Section 30, Township 26 South, Range 12 West; and Section 6 and Section 8, both in Township 27 South, Range 12 West; all of the Willamette Meridian, Coos County, Oregon being more fully described in the attached Exhibit B.

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

495600, 652700, 653300

## RIGHT-OF-WAY AND EASEMENT AGREEMENT

**THIS RIGHT-OF-WAY AND EASEMENT AGREEMENT ("Agreement")** is entered into this 1st day of February, 2017, by and among Bavarian Olympus Timber, LLC, a Delaware limited liability company, whose address is 15 Piedmont Center, Suite 1250, Atlanta, GA 30305 ("**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 Coos, State of Oregon, and legally described as follows:

Those certain parcels of land lying in Section 30, Township 26 South, Range 12 West; and Section 6 and Section 8, both in Township 27 South, Range 12 West; all of the Willamette Meridian, Coos County, Oregon being more fully described in the attached Exhibit B.

The Property is also known by County Assessor Parcel Number(s): 495600, 652700, 653300

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 9.549 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.

If Grantee fails to begin construction of the Facilities on the Property within fifteen (15) years of the Effective Date, Grantor may demand that Grantee execute a relinquishment of this Easement. If construction does not commence within thirty (30) days of such demand, Grantee shall execute and record the relinquishment of the Easement.

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 three (3) feet of cover from the 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. Grantor and Grantee agree to comply with the Use Stipulations set forth in Exhibit C attached to and made a part of this Agreement. Grantor and Grantee agree that Exhibit C may be amended upon the written consent of both parties.

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 1st DAY OF February, 20 17

**GRANTOR:**

**BAVARIAN OLYMPUS TIMBER, LLC**

Michael E. Hart  
**BY:**

**GRANTEE:**

**Pacific Connector Gas Pipeline, LP**  
by its General Partner, Pacific Connector Gas Pipeline, LLC

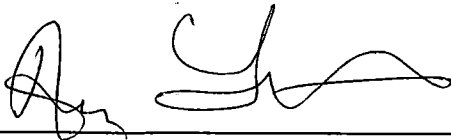
Taylor Johnson, Authorized Signatory  
*Taylor Johnson*

ACKNOWLEDGMENT

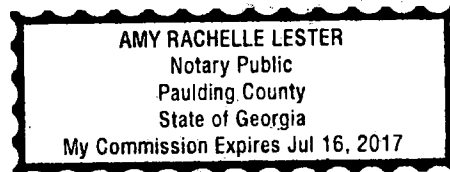
STATE OF GEORGIA )  
COUNTY OF Paulding ) ss.

On this 1 day of February, 2017, Michael F. Hall personally appeared before me and being duly sworn, did say that she/he is the Asst VP of Barton Olympus Limb, 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:



Notary Public in and for the State of Georgia  
My Commission Expires: 7/16/2017



ACKNOWLEDGMENT

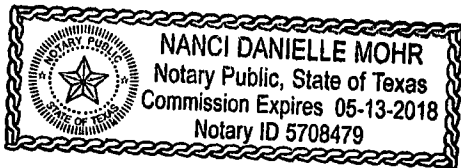
STATE OF TEXAS )

COUNTY OF Harris )

)ss.

On this 21<sup>st</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.

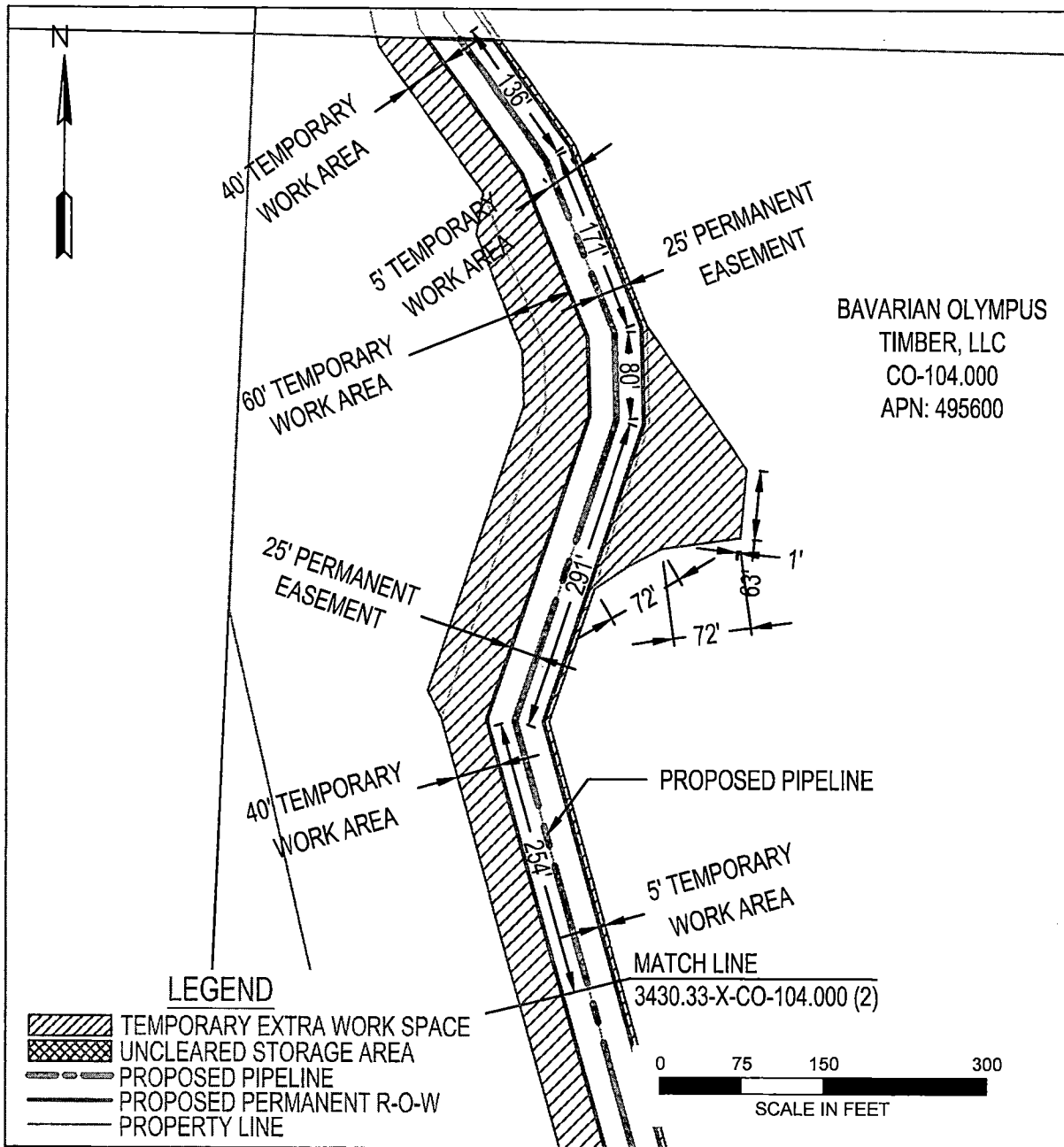
Before me:




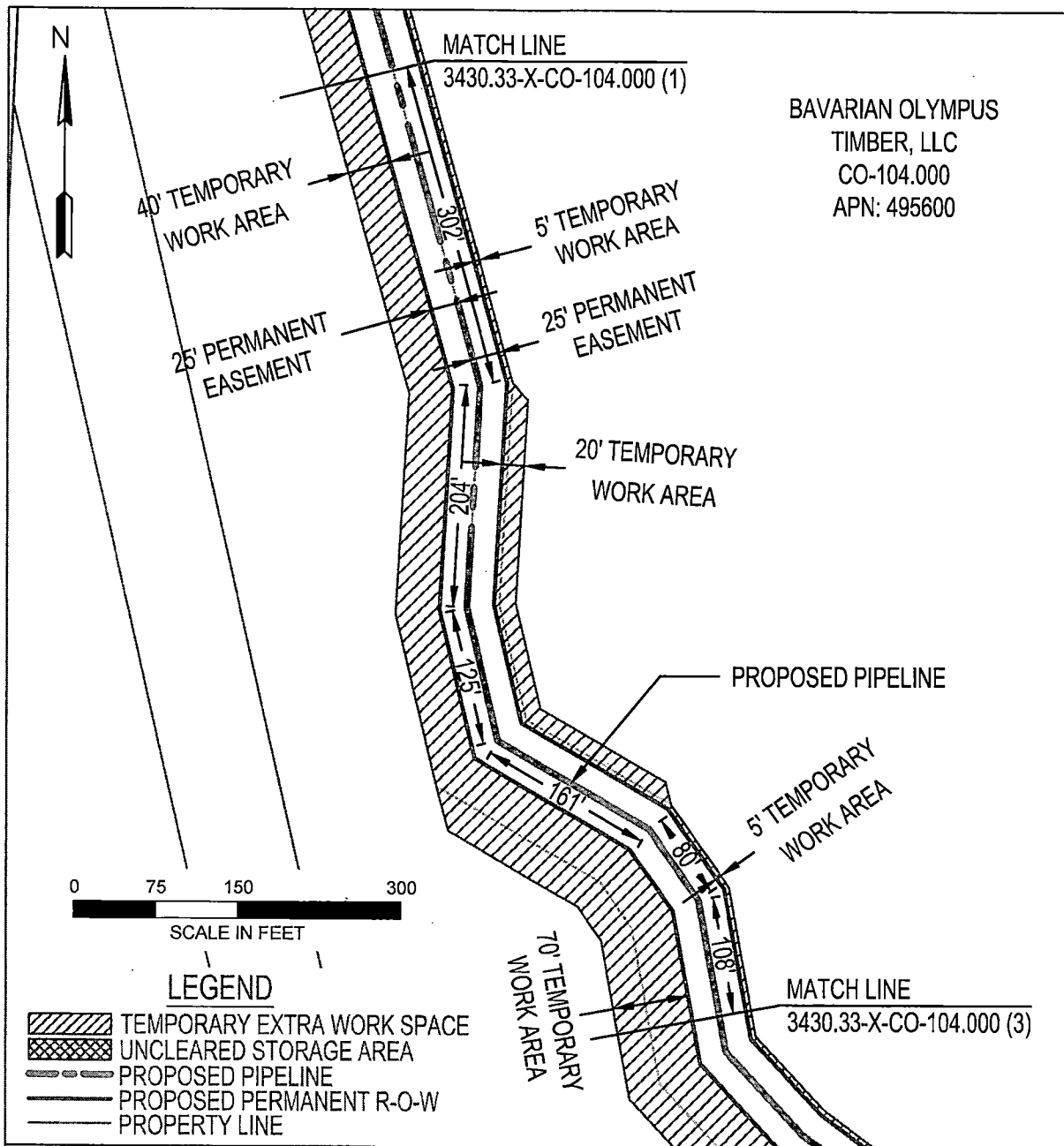
Nanci D. Mohr

Notary Public in and for the State of Texas

My Commission Expires: 05/13/18



AREA TOTALS			REV	REVISED DATE:	EXHIBIT "A"	 Pacific Connector GAS PIPELINE	
	SQ. FT.	ACRES.	2	11-14-2016			
PERM. R-O-W:	134117.35	3.079	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL Bavarian Olympus Timber, LLC M.P. 14.57 TO M.P. 15.08 T-26 S, R-12 W, S-30 COOS COUNTY, OREGON				
TEMP. EXTRA WORK AREA:	184001.8	4.224					
UNCLEARED STORAGE AREA:	0.0	0.0					
DRAWN:TAD DATE:03-19-2015							
CHECK:JST DATE:11-14-2016			DRAWING NO: 3430.33-X-CO-104.000 (1)				
APPRV:RAP DATE:11-14-2016							



BAVARIAN OLYMPUS  
TIMBER, LLC  
CO-104.000  
APN: 495600

AREA TOTALS		
	SQ. FT.	ACRES.
PERM. R-O-W:	134117.35	3.079
TEMP. EXTRA WORK AREA:	184001.8	4.224
UNCLEARED STORAGE AREA:	0.0	0.0
DRAWN:TAD DATE:03-19-2015		
CHECK:JST DATE:11-14-2016		
APPRV:RAP DATE:11-14-2016		

REV 2  
REVISED DATE:  
11-14-2016

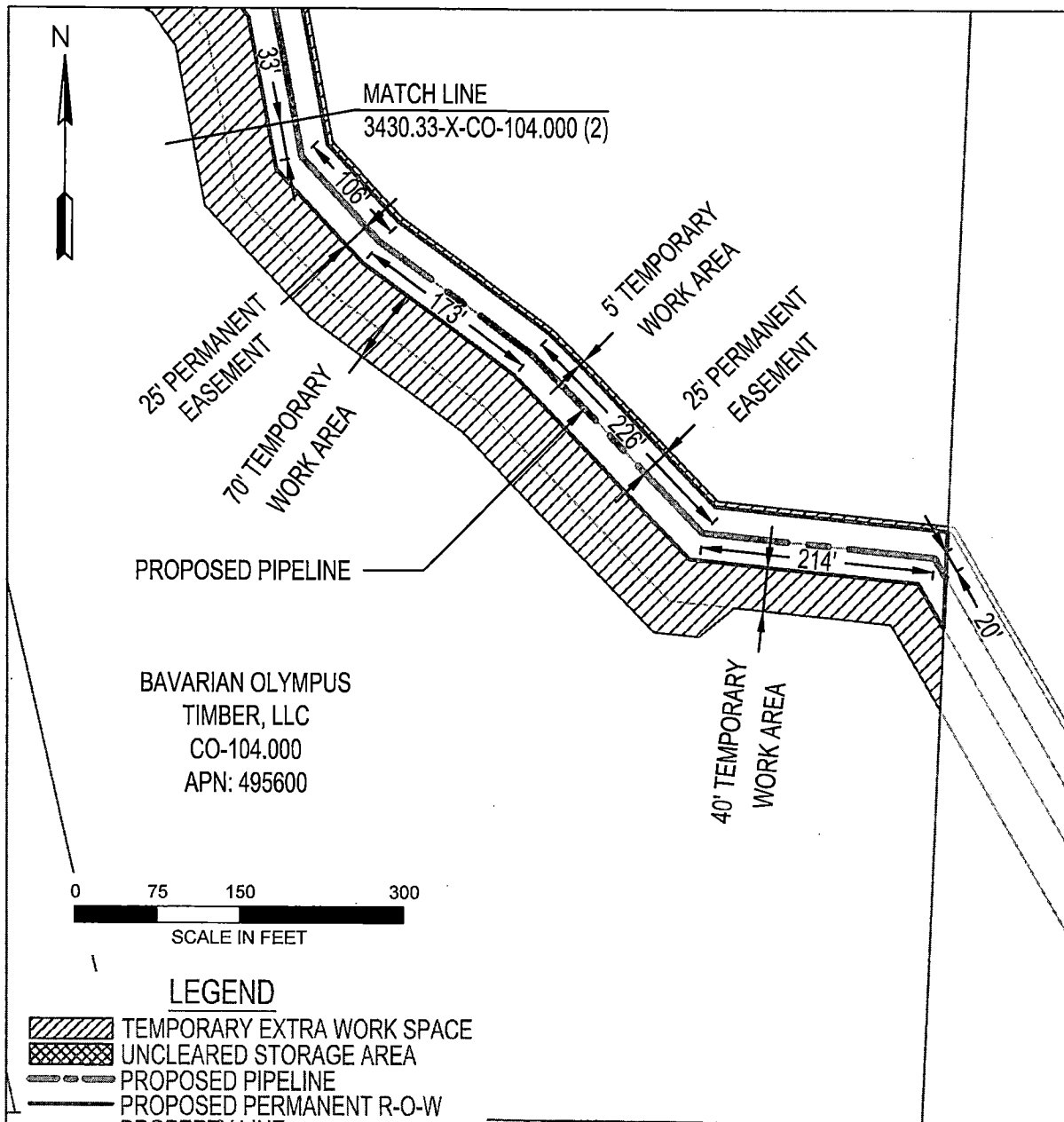
## EXHIBIT "A"

PACIFIC CONNECTOR GAS PIPELINE, LP  
RIGHT-OF-WAY DETAIL  
Bavarian Olympus Timber, LLC  
M.P. 14.57 TO M.P. 15.08  
T-26 S, R-12 W, S-30  
COOS COUNTY, OREGON




DRAWING NO: 3430.33-X-CO-104.000 (2)

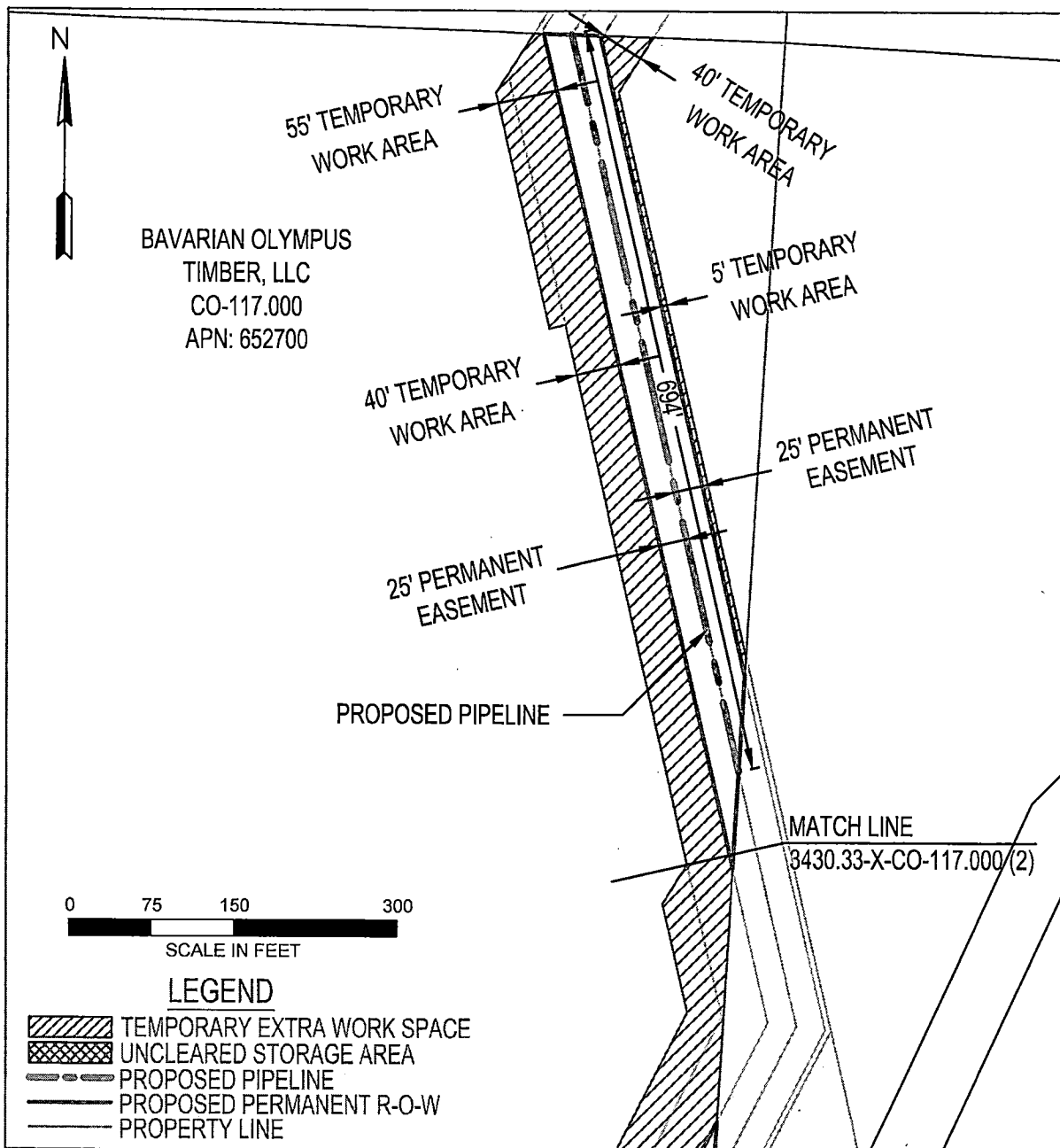





### LEGEND

- TEMPORARY EXTRA WORK SPACE
- UNCLEARED STORAGE AREA
- PROPOSED PIPELINE
- PROPOSED PERMANENT R-O-W
- PROPERTY LINE

AREA TOTALS			REV	REVISED DATE:	EXHIBIT "A"	 Pacific Connector GAS PIPELINE
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UNCLEARED STORAGE AREA:	0.0	0.0				
DRAWN:TAD DATE:03-19-2015						
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APPRV:RAP DATE:11-14-2016			DRAWING NO: 3430.33-X-CO-104.000 (3)			

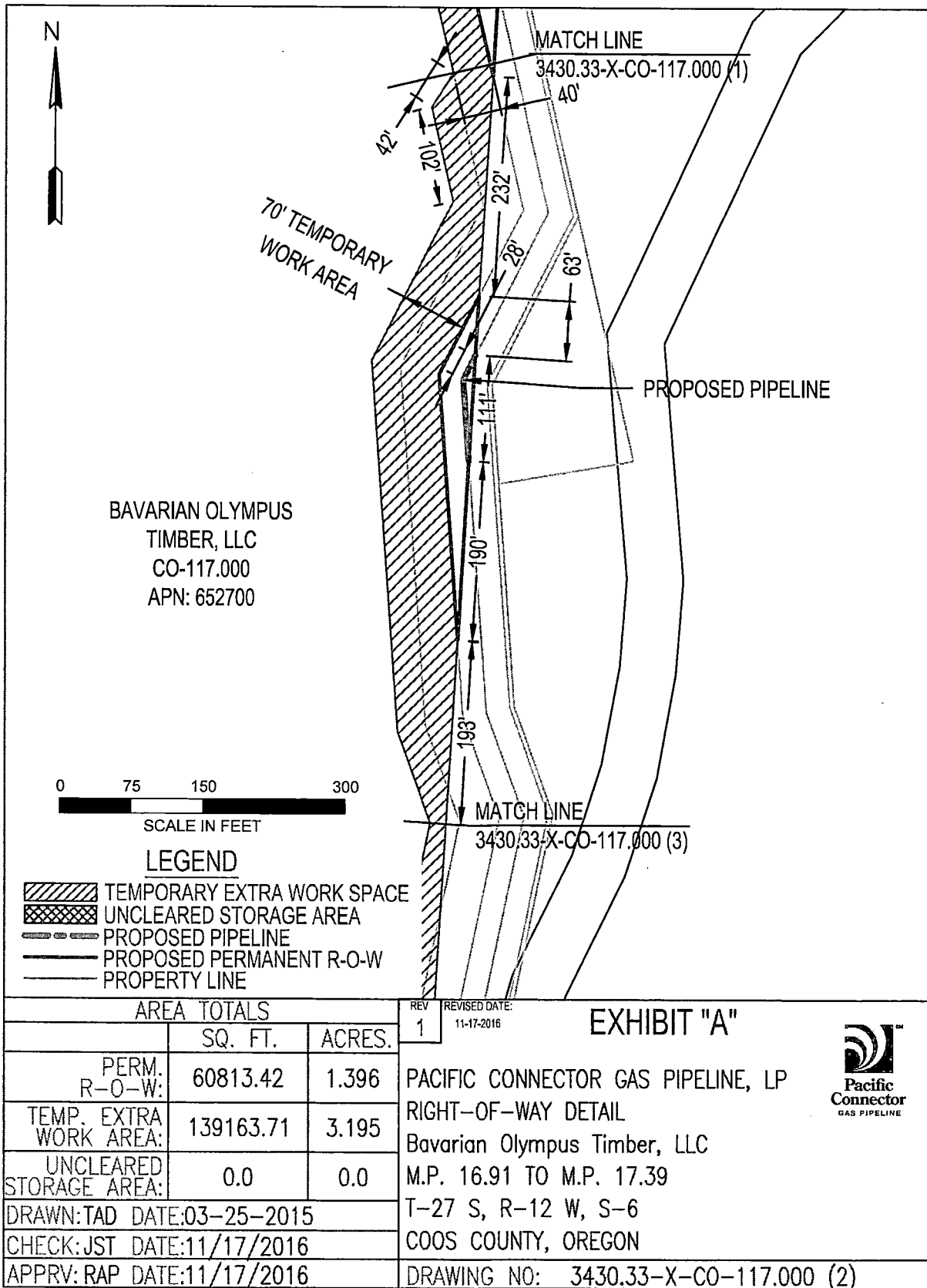


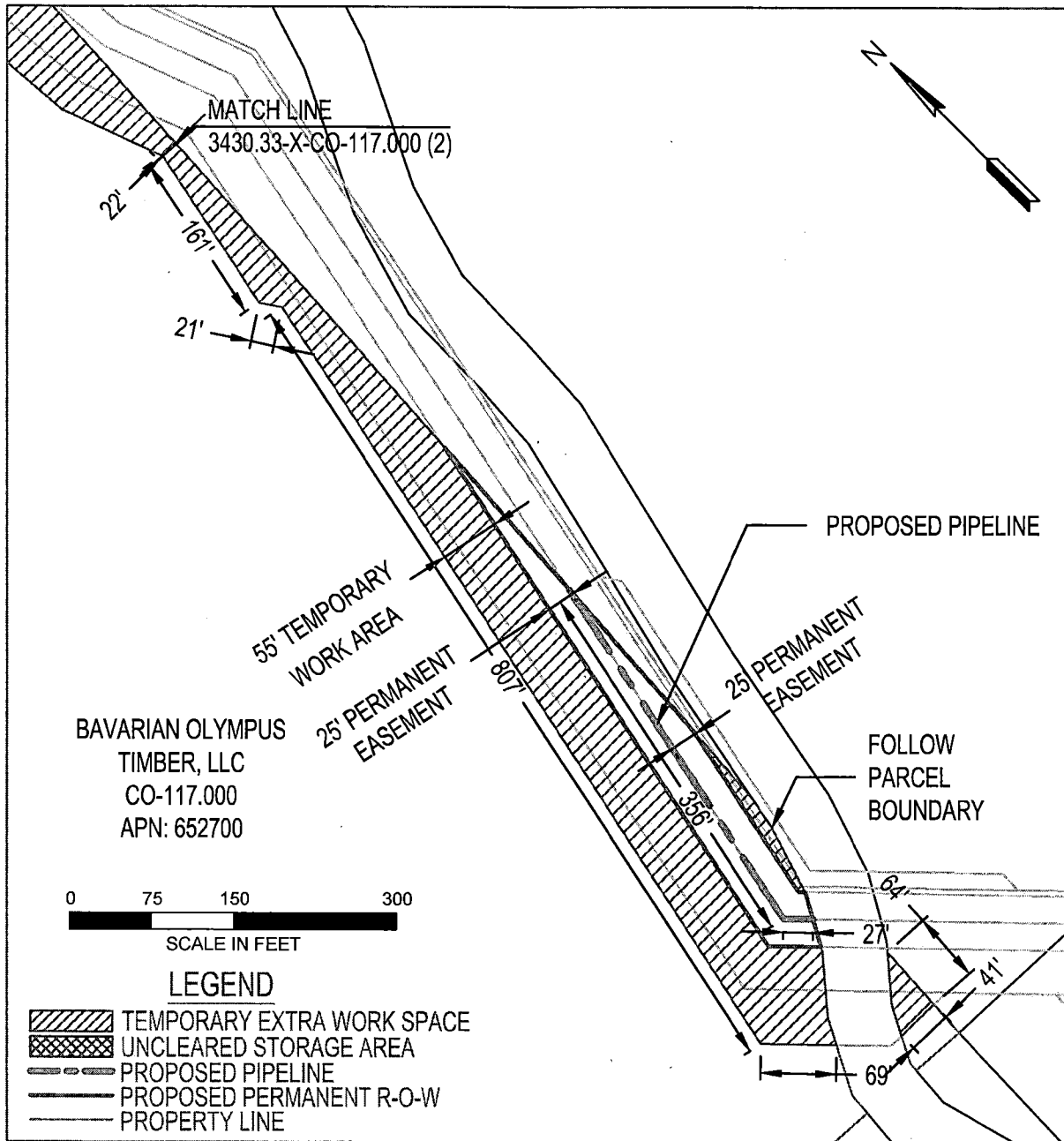
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UNCLEARED STORAGE AREA:	0.0	0.0				
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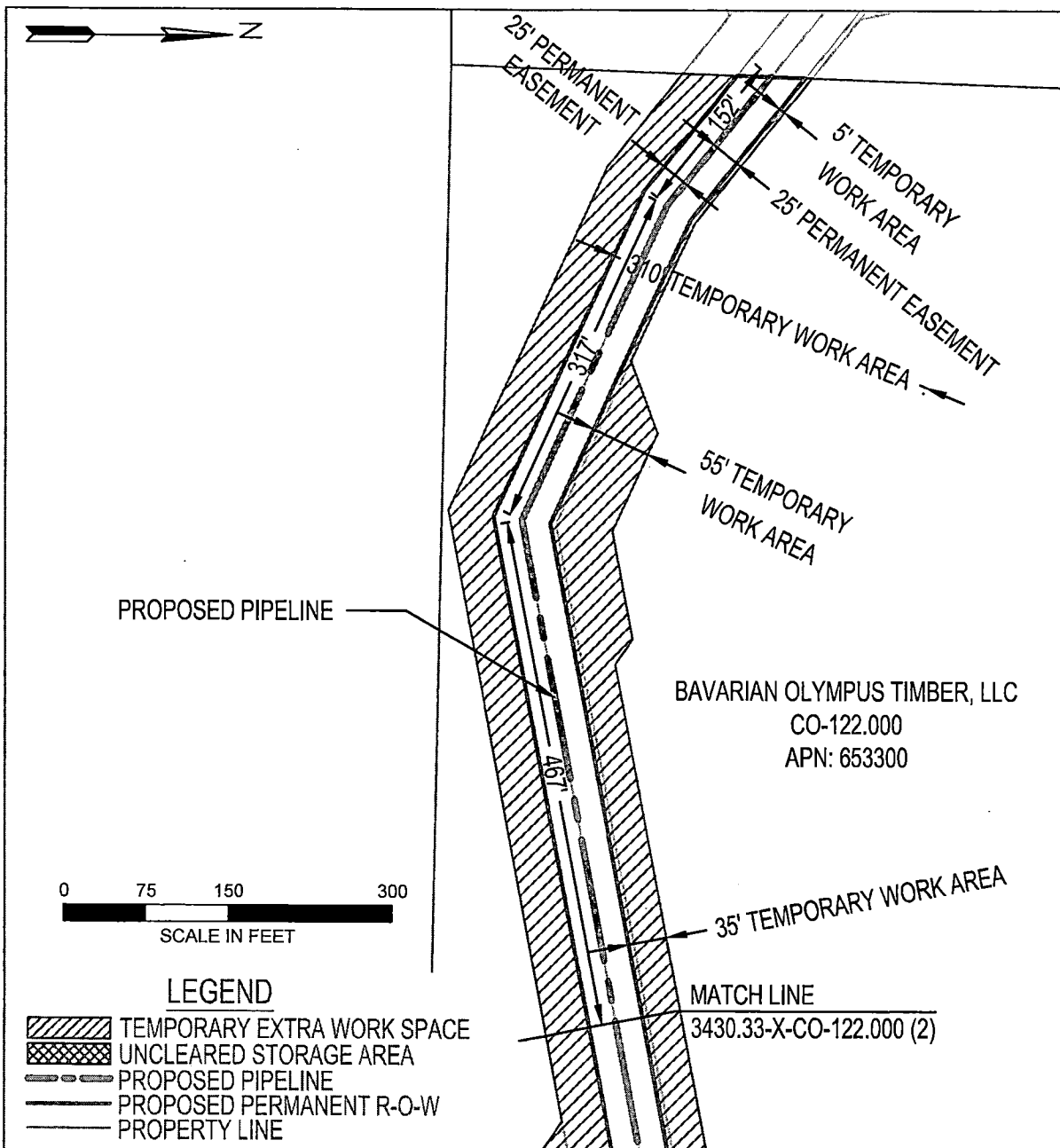
Pacific  
Connector  
GAS PIPELINE




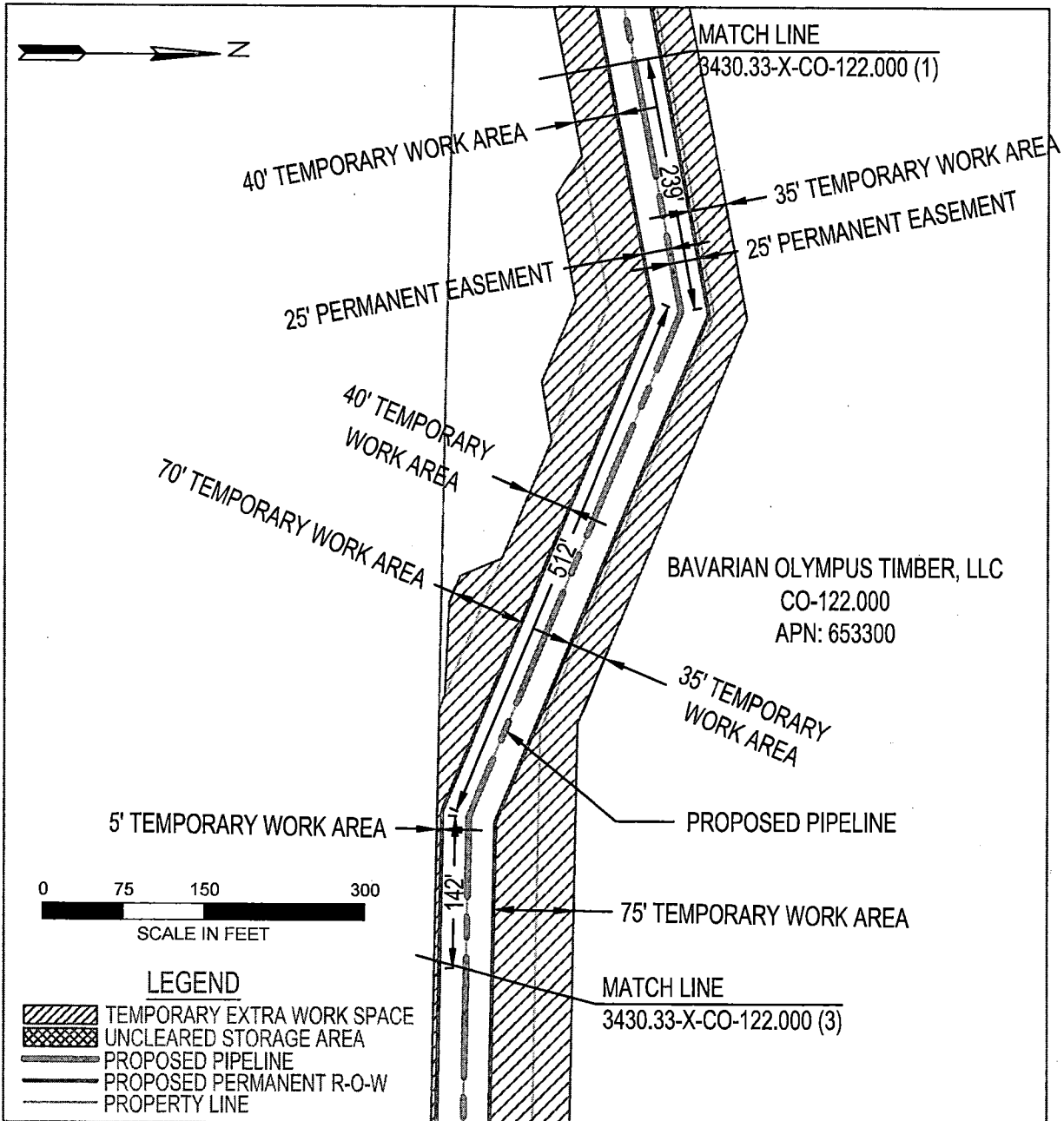





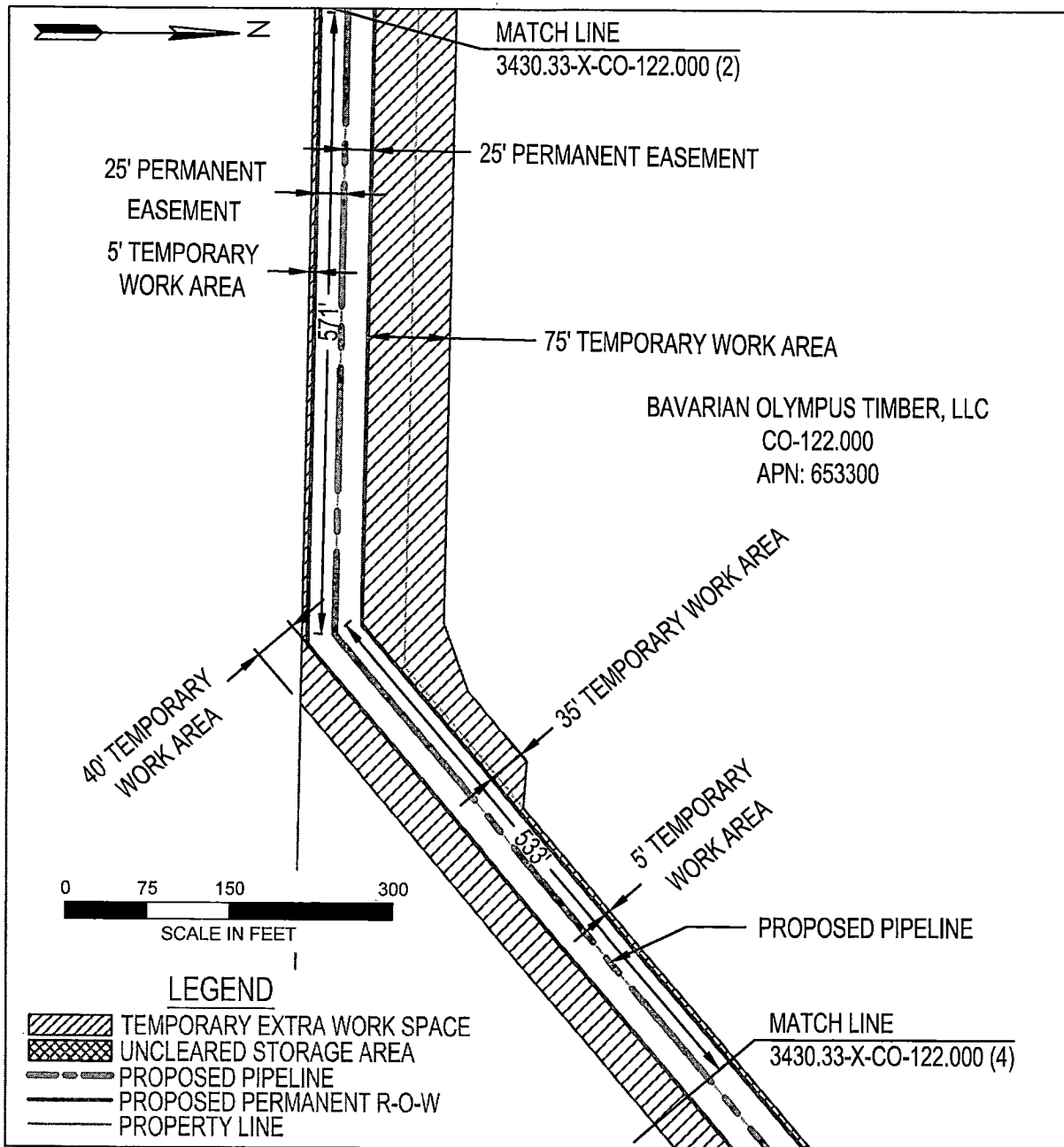
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	SQ. FT.	ACRES.	1	11-17-2016			
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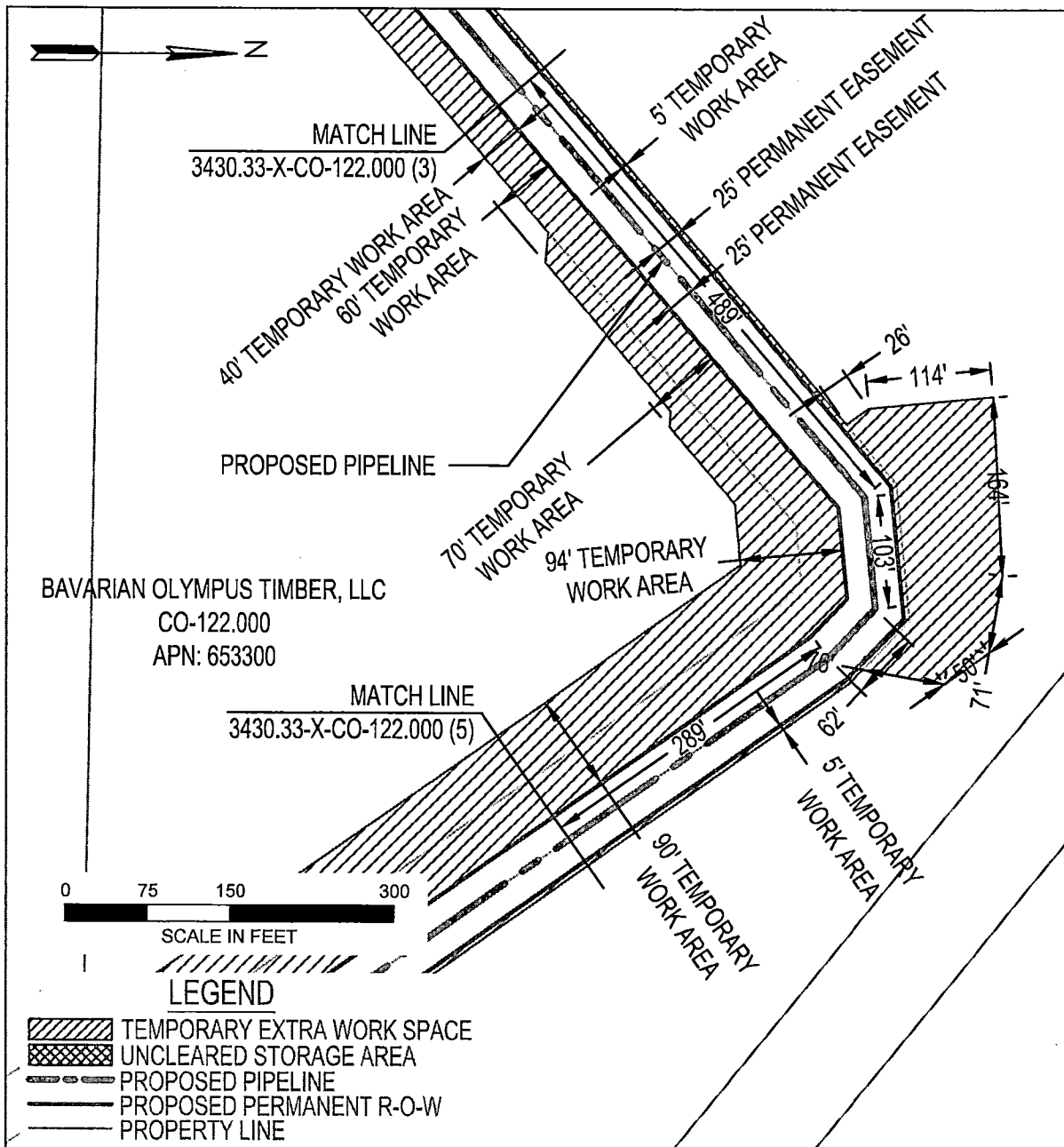
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UNCLEARED STORAGE AREA:	0.0	0.0				
DRAWN:TAD DATE:03-25-2015						
CHECK:JST DATE:11/17/2016			DRAWING NO: 3430.33-X-CO-122.000 (1)			
APPRV:RAP DATE:11/17/2016						




AREA TOTALS			REV	REVISED DATE:	EXHIBIT "A"	 Pacific Connector GAS PIPELINE
	SQ. FT.	ACRES.	2	11-17-2016		
PERM. R-O-W:	221009.29	5.074	PACIFIC CONNECTOR GAS PIPELINE, LP			
TEMP. EXTRA WORK AREA:	352769.34	8.098	RIGHT-OF-WAY DETAIL			
UNCLEARED STORAGE AREA:	0.0	0.0	Bavarian Olympus Timber, LLC			
DRAWN:TAD DATE:03-25-2015			M.P. 18.54 TO M.P. 18.80			
CHECK:JST DATE:11/17/2016			T-27 S, R-12 W, S-8			
APPRV:RAP DATE:11/17/2016			COOS COUNTY, OREGON			
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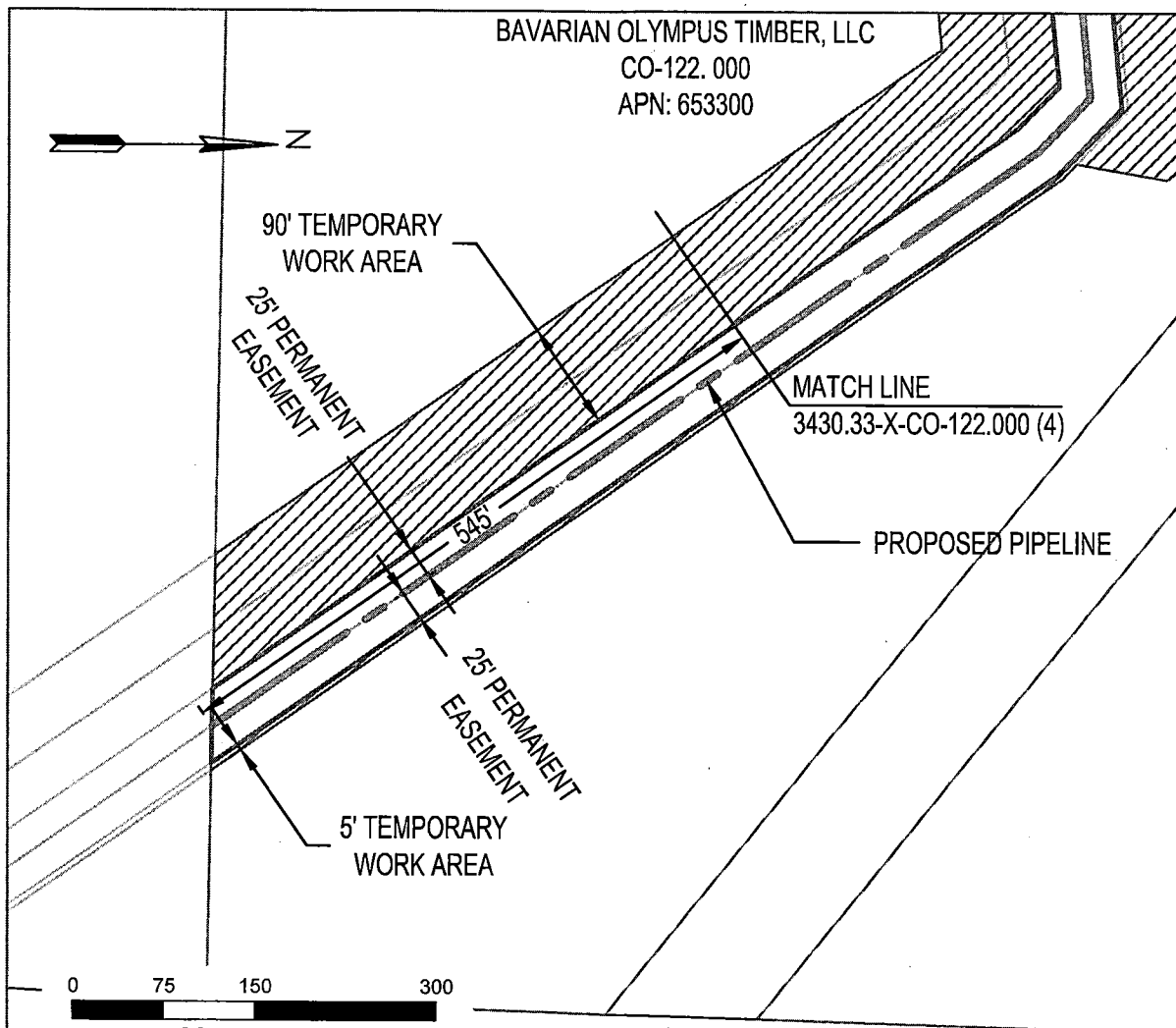


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TEMP. EXTRA WORK AREA:	352769.34	8.098					
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APPRV:RAP DATE:11/17/2016							




AREA TOTALS			REV	REVISED DATE:	EXHIBIT "A"	 Pacific Connector GAS PIPELINE	
	SQ. FT.	ACRES.	2	11-17-2016			
PERM. R-O-W:	221009.29	5.074	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL Bavarian Olympus Timber, LLC M.P. 18.54 TO M.P. 18.80 T-27 S, R-12 W, S-8 COOS COUNTY, OREGON				
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APPRV:RAP DATE:11/17/2016							





### LEGEND

- TEMPORARY EXTRA WORK SPACE
- UNCLEARED STORAGE AREA
- PROPOSED PIPELINE
- PROPOSED PERMANENT R-O-W
- PROPERTY LINE

AREA TOTALS			REV	REVISED DATE:	EXHIBIT "A"	
	SQ. FT.	ACRES.	2	11-17-2016		
PERM. R-O-W:	221009.29	5.074	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL Bavarian Olympus Timber, LLC M.P. 18.54 TO M.P. 18.80 T-27 S, R-12 W, S-8 COOS COUNTY, OREGON			
TEMP. EXTRA WORK AREA:	352769.34	8.098				
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CHECK: JST DATE: 11/17/2016						
APPRV: RAP DATE: 11/17/2016						

## EXHIBIT B

Parcel 100:

The West half of the Southeast quarter of Section 30, Township 26 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

SAVE AND EXCEPT a parcel of land described as 100 feet wide over and across the West half of the Southeast quarter of Section 30, Township 26 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, 50 feet on each side and parallel to the survey line described as follows, to-wit: Beginning at Engineers Station 123+82, a point on Section line between Sections 30 and 31 located South  $80^{\circ} 32'$  West 2054 feet, more or less, from common corner of Sections 29, 30, 31 and 32; thence North  $15^{\circ} 27'$  West 2158 feet to the Engineers Station 143+40 on the West boundary line of said Southeast quarter.

ALSO EXCEPTING THEREFROM that portion Deeded to Pacific Power and Light Company on January 30, 1970, Recorder's No. 70-01-45803.

And

Parcel 168

Parcel I: The SE 1/4 of Section 6, Township 27 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

PARCEL III: The NE 1/4; the E 1/2 of the NW 1/4; the NE 1/4 of the SW 1/4; the N 1/2 of the SE 1/4; the SW 1/4 of the SE 1/4; the SE 1/4 of the SW 1/4 and the SE 1/4 of the SE 1/4 of Section 8, Township 27 South, Range 12 West of the Willamette Meridian, Coos County, Oregon.

EXCEPT any portion embraced in the Bonneville Power transmission line.

**EXHIBIT C**  
**USE STIPULATIONS**

- 1 Roadways:** The weight limits of all vehicles operating within, over, or across Grantee's Easement at identified pipeline road crossings and in areas with pipe located within the roadway shall comply with the axle and gross vehicle weight combinations described in Chapter 818, Oregon Revised Statutes, as currently in effect and as revised in the future. Grantor's planned operation of vehicles within, over, or across Grantee's Easement at identified pipeline road crossings and in areas with pipe located within the roadway that exceed the gross vehicle weight combinations described in Chapter 818, Oregon Revised Statutes, as currently in effect or as revised in the future, shall be submitted for review and approval to Grantee at least twenty (20) days in advance of planned use.
- 2. Notification of Certain Activities:** Grantor shall provide written notification to Grantee of Grantor's plans for future roads or for landings, blasting, rock or gravel pit work, and forestry and logging activities to be performed within 100 feet of Grantee's Easement. Grantee shall be provided 90 days to develop an encroachment procedure for such activities.
- 3. Inspections:** An authorized representative of Grantee is required to be on site during any and all activities by Grantor requiring surface disturbance within the Easement and such representative shall be required to remain on site as long as power equipment is being utilized. Such work may not proceed unless Grantee's authorized representative is on site. Grantee shall bear the cost for Grantee's authorized representative's attendance during these activities.
- 4. One-Call Procedures:** Grantor and Grantee shall conduct all operations and activities within the Easement in compliance with Chapter 757 Oregon Revised Statutes and Oregon Administrative Rules 952-001-0001 through 952-001-0090, as currently in effect and as revised in the future.
- 5. Cultivation:** Grantor is permitted to plant trees within the Easement up to within 15 feet of the centerline of Grantee's pipeline. In the event Grantee's future operation and maintenance of the Facilities requires the clearing of trees planted outside of this 30 foot wide corridor but within the Easement or the cutting of any danger trees outside the Easement that create a safety threat to Grantee's Facilities or to activities within the Easement, Grantor will be compensated the current market value of any merchantable timber removed and the associated replanting cost. Within 15 feet on either side of the centerline of Grantee's pipeline, Grantee shall have the right to cut and keep clear all trees and brush, native growth and 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 Grantee's Facilities without paying Grantor compensation or damages.