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OR ITS EFFECT UPON THE TITLE.

2018-006655

Klamath County, Oregon

05/31/2018 02:57:00 PM

Fee: \$77.00

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

Allen Moates

P.O. Box 7954

Klamath Falls, OR 97602

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

Pacific Connector Gas Pipeline, LP

5615 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 NUMBERS(S) OF RELATED DOCUMENTS

GRANTOR(S)

ALLEN MOATES

GRANTEE(S)

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

LEGAL DESCRIPTION

THAT CERTAIN PARCEL OF LAND LYING SECTION 18, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE FULLY DESCRIBED IN THE ATTACHED EXHIBIT B.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

APN: R580552

RIGHT-OF-WAY AND EASEMENT AGREEMENT

THIS RIGHT-OF-WAY AND EASEMENT AGREEMENT ("**Agreement**") is entered into this 9 day of MAY, 2018, by and among Allen Moates, whose address is P.O. Box 7954, Klamath Falls, OR 97602 ("**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, which may be constructed below ground, including but not limited to valves and metering equipment, electrical and/or communications cable, underground conduit, and splicing boxes (collectively, the "**Facilities**"), which may be under, 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 Section 18, Township 39 South, Range 9 East of the 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): APN: R580552

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 as constructed by Grantee. The Easement consists of approximately 0.397 acres. For purposes of illustration, a depiction of the centerline of the proposed pipeline and the proposed Easement location is set forth in Exhibit A attached and made a part of this Agreement.

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 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 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 results 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. Notwithstanding anything contained in this Agreement, Grantee shall not be liable for incidental, special, consequential or punitive damages or lost profits or revenues under this Agreement.

Grantor agrees to indemnify Grantee against any future environmental liability caused solely by the Grantor's or his/her agents' or employees' actions or inactions within the Easement area.

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.

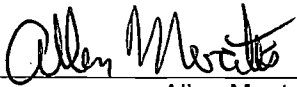
It is mutually understood and agreed that this Agreement and the attached exhibits, as written, cover and include all of the agreements between the parties except as may otherwise be provided in a Temporary Construction Easement Agreement or Access Road Easement Agreement and that no representations 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 9 DAY OF 5, 2018.

GRANTOR:



Allen Moates

GRANTEE:

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



Tony Dioree, Authorized Signatory

ACKNOWLEDGMENT

STATE OF OREGON)

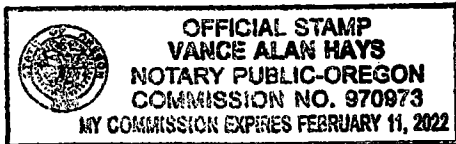
COUNTY OF) ss.

Jackson

On this 9 day of MAY, 2018, personally appeared Allen Moates,
proven to me to be the individual described in and who signed the foregoing instrument, and acknowledged
to me that she/he signed the instrument as her/his voluntary act and deed for the uses and purposes
mentioned therein.

Before me:

Vance Alan Hays



Notary Public in and for the State of Oregon
My Commission Expires: 2/11/2022

ACKNOWLEDGMENT

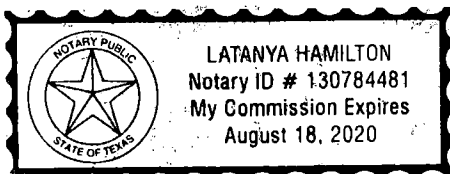
STATE OF TEXAS)

COUNTY OF HARRIS) ss.

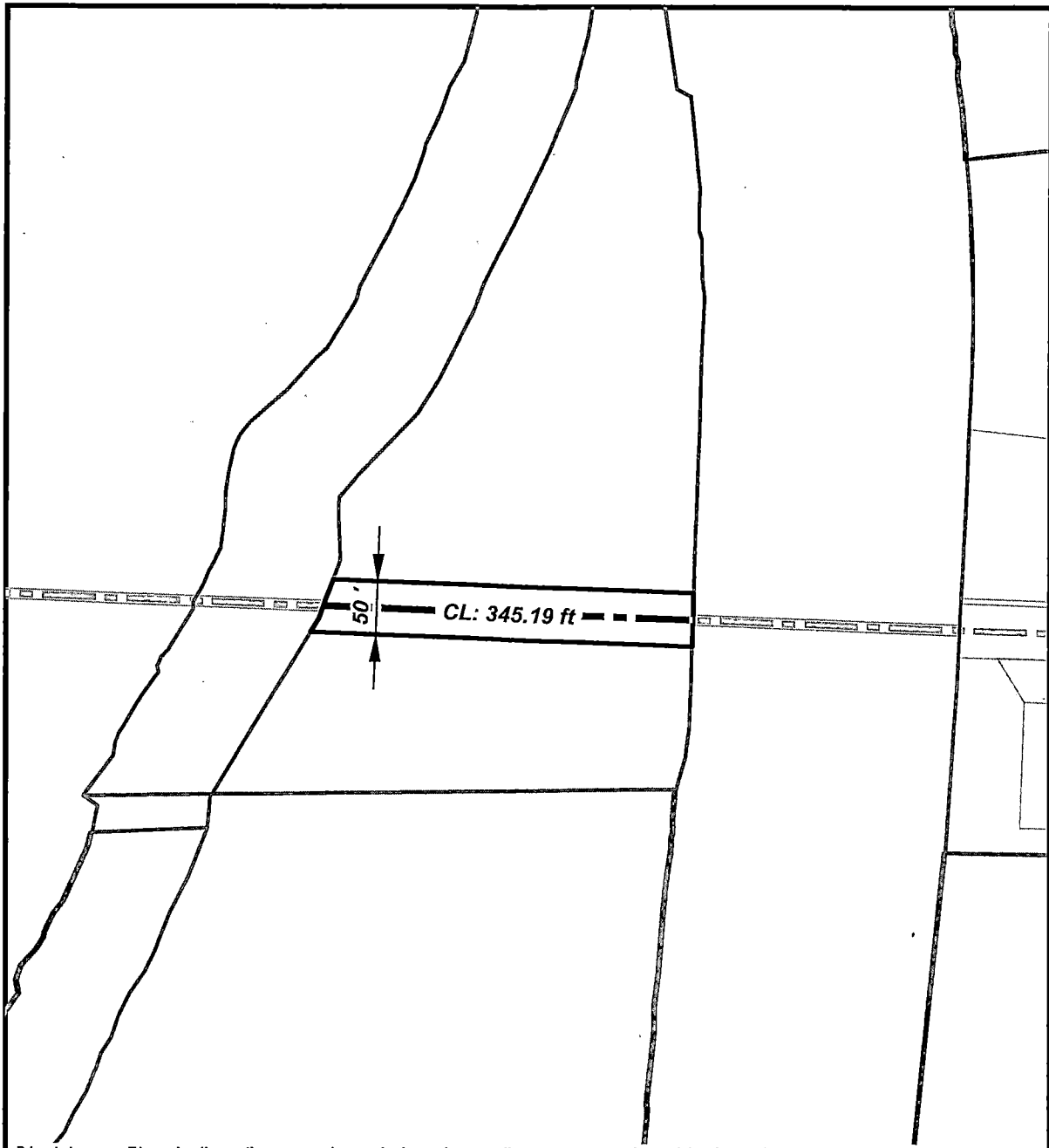
On this 25th day of May, 2018, personally appeared Tony Diocee,
proven to me to be the Authorized Signatory of Pacific Connector Gas Pipeline, LP, acting through its
general partner, Pacific Connector Gas Pipeline, LLC, and acknowledged that she/he signed the forgoing
instrument on behalf of and by authority of said entity and that the instrument is said entity's voluntary act
and deed for the uses and purposes mentioned therein.

Before me:

Latanya Hamilton



Notary Public in and for the State of Texas
My Commission Expires: Aug 18, 2020



Disclaimer: The pipeline alignment shown is based on a line survey conducted by the project if permission to survey the property was granted by the landowner. The property boundary information was obtained from County tax maps. Because this exhibit is not based on a property survey the actual right-of-way and workspace areas may vary slightly from what is shown.

Length of Pipeline this Tract: 345.19 ft

Legend

- Proposed Pipeline
- Permanent Easement = 17,298.918 ft² | 0.397 ac.
- Temporary Extra Work Area = 0.000 ft² | 0.000 ac.
- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line



REV 5
REVISED DATE:
4/24/2018

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP



PROPERTY EXHIBIT
MOATES, ALLEN
APN: R580552

M.P. 199.48 TO M.P. 199.55
T-39 S, R-8 E Sec 18
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-661.000 (1 of 1)

TRACT: KH-661.000

EXHIBIT B

KH-661.000

A part of Lots 10 and 11 of Section 18 and of Lots 7 and 8 of Section 19, 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 in the left bank of the Klamath River at low water mark; which is North 78° West of the Southeast corner of Lot 7, Section 19, Township 39 South, Range 9 East of the Willamette Meridian, running thence South 78° East 4.15 chains to a stone marked "x" in the West line of the Lot 7 aforesaid; thence South 78° East to the intersection of the center line of the Weed-Klamath Falls Highway, as the same is described in a right of way deed from Weyerhaeuser Timber Company to Klamath County, Oregon, dated November 28, 1934, with the Southerly boundary line of that part of said Lot 7 conveyed by Ed Sutton and wife and Mary J. Sutton to Weyerhaeuser Timber company by a deed dated February 17, 1923 and recorded in Book 59, Page 548, Deed Records of Klamath County, Oregon, and which intersection is designated as Engineer's center line station 106+80.6; thence Northwesterly along the said center line, as the same is described in said easement, to its intersection with the low water mark on the left bank of the Klamath River, and which is designated as Engineer's center line station 80+47; thence along said low water mark downstream to the place of beginning.

EXCEPTING THEREFROM any portion lying within Section 19, Township 39 South, Range 9 East of the Willamette Meridian, Klamath Falls, Oregon.

AND EXCEPTING THEREFROM the Westerly 100 feet thereof, being that strip of land 100 feet in width parallel to and adjacent to the said low water mark on the left bank of said Klamath River in said above described portion of Lots 10 and 11 of Section 18, and Lots 7 and 8 of Section 19.

It being the intention to include all of those portions of said Lots 10 and 11 of Section 18, Township 39 South, Range 9 East of the Willamette Meridian, acquired by Weyerhaeuser Timber Company from Ed Sutton and wife and Mary J. Sutton by a deed dated February 17, 1923 and recorded in Book 59, Page 548, Deed Records of Klamath County, Oregon, which lies West of the center line of said Weed-Klamath Falls Highway, as hereinbefore referred to, and it being also the intention to include all of that part of Lot 10 of Section 18, Township 39 South, Range 9 East of the Willamette Meridian, acquired by Weyerhaeuser Timber Company from Wm. M. Bray, a single man, and Premium Dairy Company, a Corporation, by deeds dated April 16, 1930 and April 19, 1930 recorded respectively, in Book 91, Pages 248 and 249, Deed Records of Klamath County, Oregon which lies West of the center line of the said Weed-Klamath Falls Highway, as hereinbefore referred to, BUT EXCEPTING THEREFROM said above described 100 foot strip of land and ALSO EXCEPTING THEREFROM that parcel conveyed to the Department of Transportation, Highway Division, in Book M92, Page 25384.