

2018-014303

Klamath County, Oregon

11/27/2018 03:21:02 PM

Fee: \$147.00

RETURN ADDRESS

PACIFIC CONNECTOR GAS PIPELINE, LLC
111 SW 5TH AVE, SUITE 1100
PORTLAND, OR 97204

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

REFERENCE NUMBERS(S) OF RELATED DOCUMENTS

GRANTOR(S)

THOMAS L. MOLATORE AND JERRY M. MOLATORE AS TENANTS IN COMMON

GRANTEE(S)

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

LEGAL DESCRIPTION

THAT CERTAIN PARCEL, OR PARCELS OF LAND LYING IN SECTIONS 21 AND 28, TOWNSHIP 39 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE FULLY DESCRIBED IN THE ATTACHED EXHIBIT B.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

R581392; R584852; R584843

RIGHT-OF-WAY AND EASEMENT AGREEMENT

THIS RIGHT-OF-WAY AND EASEMENT AGREEMENT ("Agreement") is entered into this 8 day of OCTOBER, 2018, by and among Thomas L. Molatore and Jerry M. Molatore as tenants in common, whose address is 2325 Linda Vista Drive, 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, or parcels of land lying in Sections 21 and 28, Township 39 South, Range 9 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): R581392; R584852; R584843

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 4.409 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 five (5) 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.

Grantor and Grantee further agree to comply with the Use Stipulations set forth in Exhibit C attached hereto and made part of this Agreement. Grantor and Grantee agree that Exhibit C may be amended upon the written consent of both parties. If there is a discrepancy between this Agreement and Exhibit C, the latter shall prevail.

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.

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 8 DAY OF OCTOBER, 2018.

GRANTOR:



Thomas L. Molatore

GRANTOR:



Jerry W. Molatore

GRANTEE:

Pacific Connector Gas Pipeline, LP
by its general partner, Pacific Connector
Gas Pipeline, LLC



Tony Diore Authorized Signatory

ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
COUNTY OF KLAMATH)

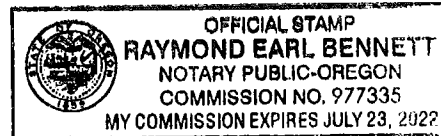
On this 8 day of OCTOBER, 2018, personally appeared JERRY M. MOLATORE, proven to me to be the individual described in and who signed the foregoing instrument, and acknowledged to me that she/he signed the instrument as her/his voluntary act and deed for the uses and purposes mentioned therein.

Before me:

Raymond Earl Bennett

Notary Public in and for the State of Oregon
My Commission Expires: 7-23-2022

ACKNOWLEDGMENT



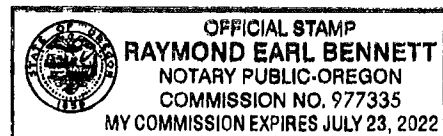
STATE OF OREGON)
) ss.
COUNTY OF KLAMATH)

On this 8 day of OCTOBER, 2018, personally appeared THOMAS L. MOLATORE, 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:

Raymond Earl Bennett

Notary Public in and for the State of Oregon
My Commission Expires: 7-23-2022



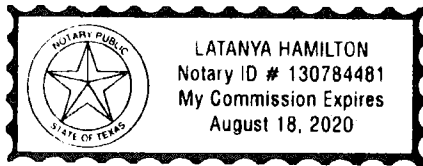
ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HARRIS

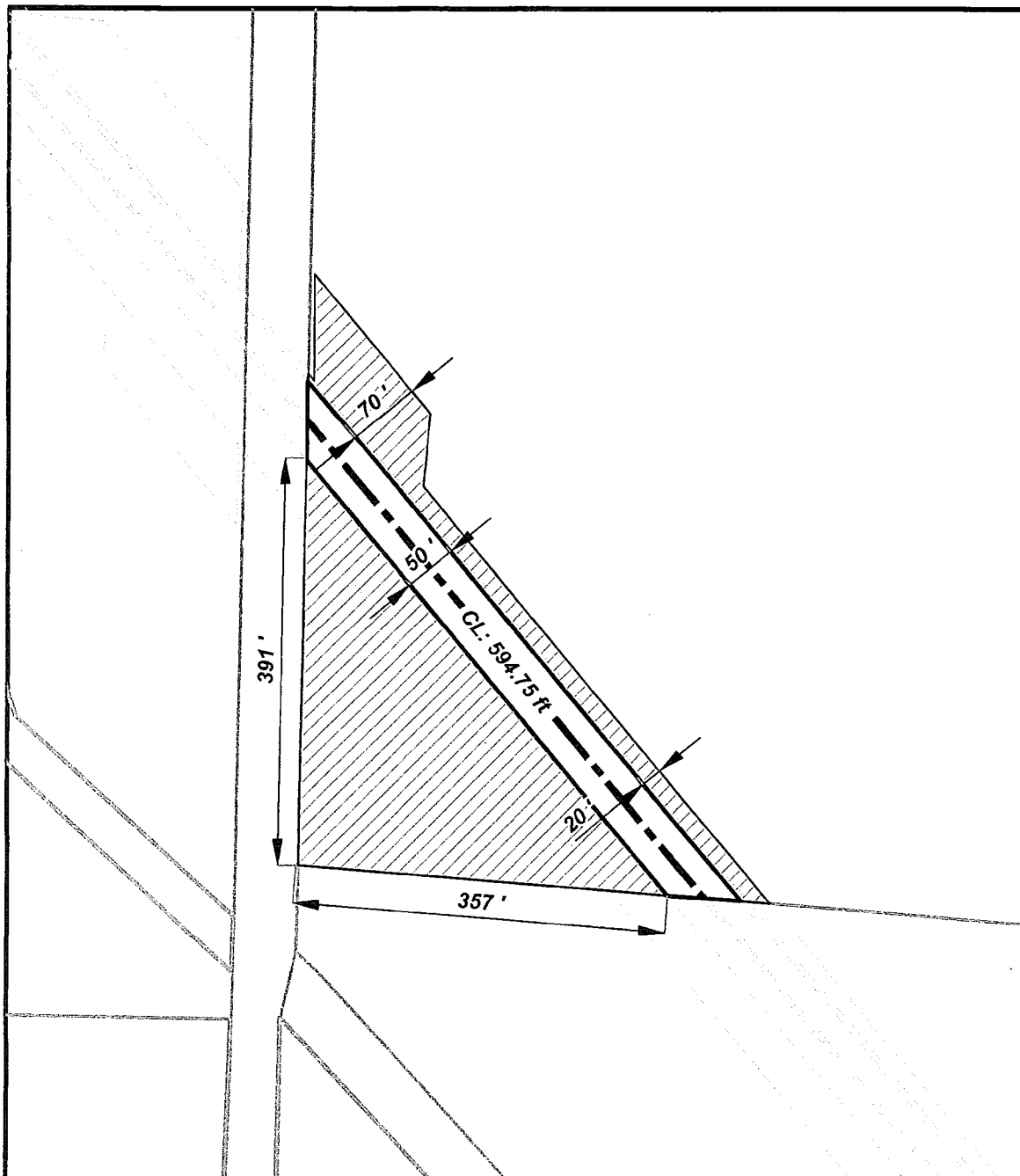
)
) ss.
)

On this 8th day of November, 2018, personally appeared Tony Diacee, 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:



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



Length of Pipeline this Tract: 594.75 ft

Legend

- Proposed Pipeline
- Permanent Easement = 29,737.528 ft² | 0.683 ac.
- Temporary Extra Work Area = 90,381.901 ft² | 2.075 ac.
- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line

0 75 150 300 Feet



REV
4

REVISED DATE:
9/12/2018

EXHIBIT "A"

PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT
MOLATORE, THOMAS L and MOLATORE, JERRY M
APN: R581392

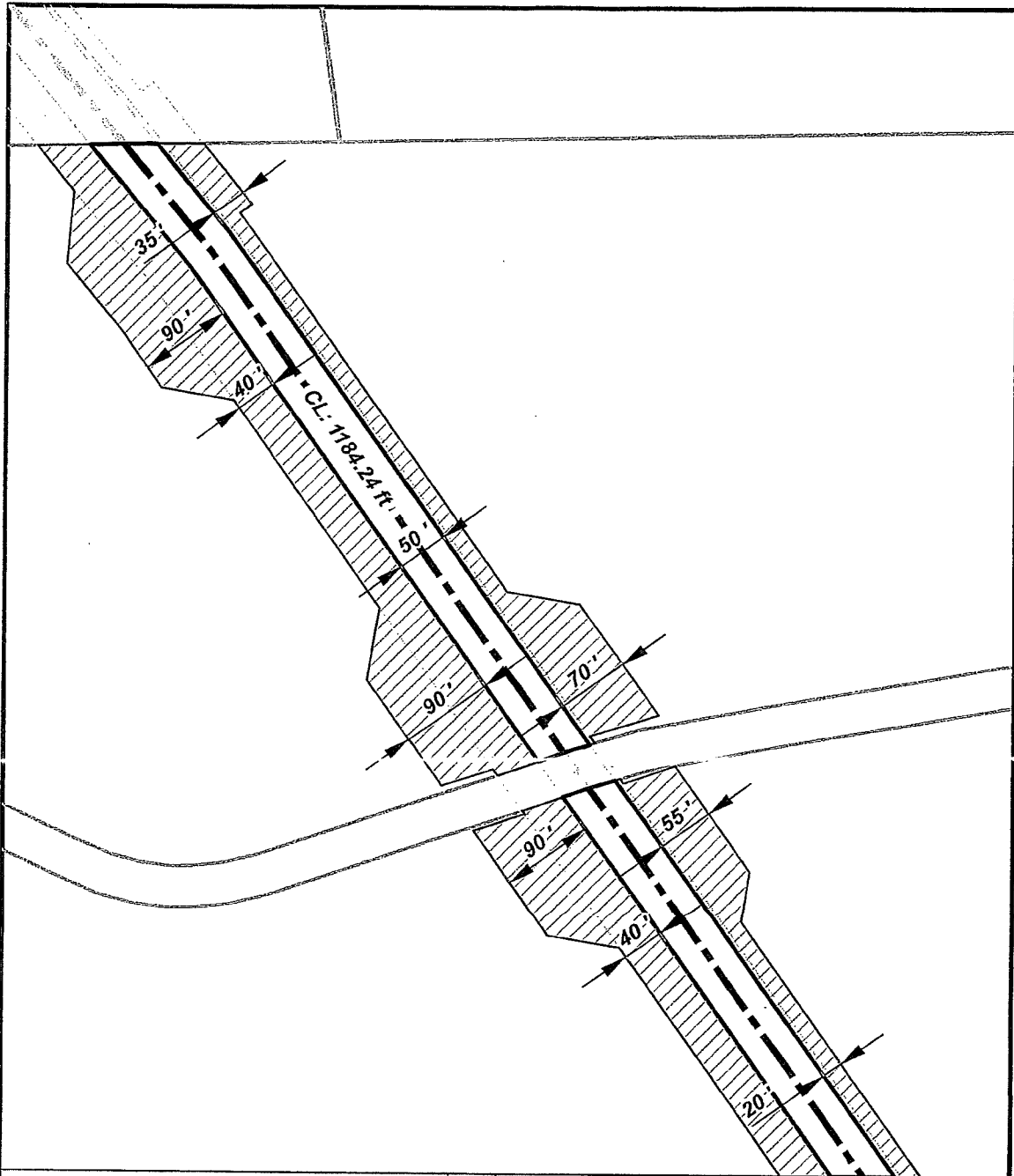
M.P. 201.01 TO M.P. 201.13
T-39 S, R-9 E Sec 21
KLAMATH COUNTY, OREGON

DWG: 3430.33-K-KH-680.000 (1 of 1)



TRACT: KH-680.000

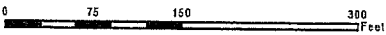
Disclaimer: The pipeline alignment shown is based on a line survey conducted by the project if permission to survey the property was granted by the landowner. The property boundary information was obtained from County tax maps. Because this exhibit is not based on a property survey the actual right-of-way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



Length of Pipeline this Tract: 1615.25 ft

Legend

- Proposed Pipeline
- Permanent Easement = 80,758.334 ft² | 1.854 ac.
- Temporary Extra Work Area = 137,678.544 ft² | 3.161 ac.
- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line



REV
4

REVISED DATE:
9/12/2018

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT
MOLATORE, JERRY and MOLATORE, THOMAS
APN: R584852

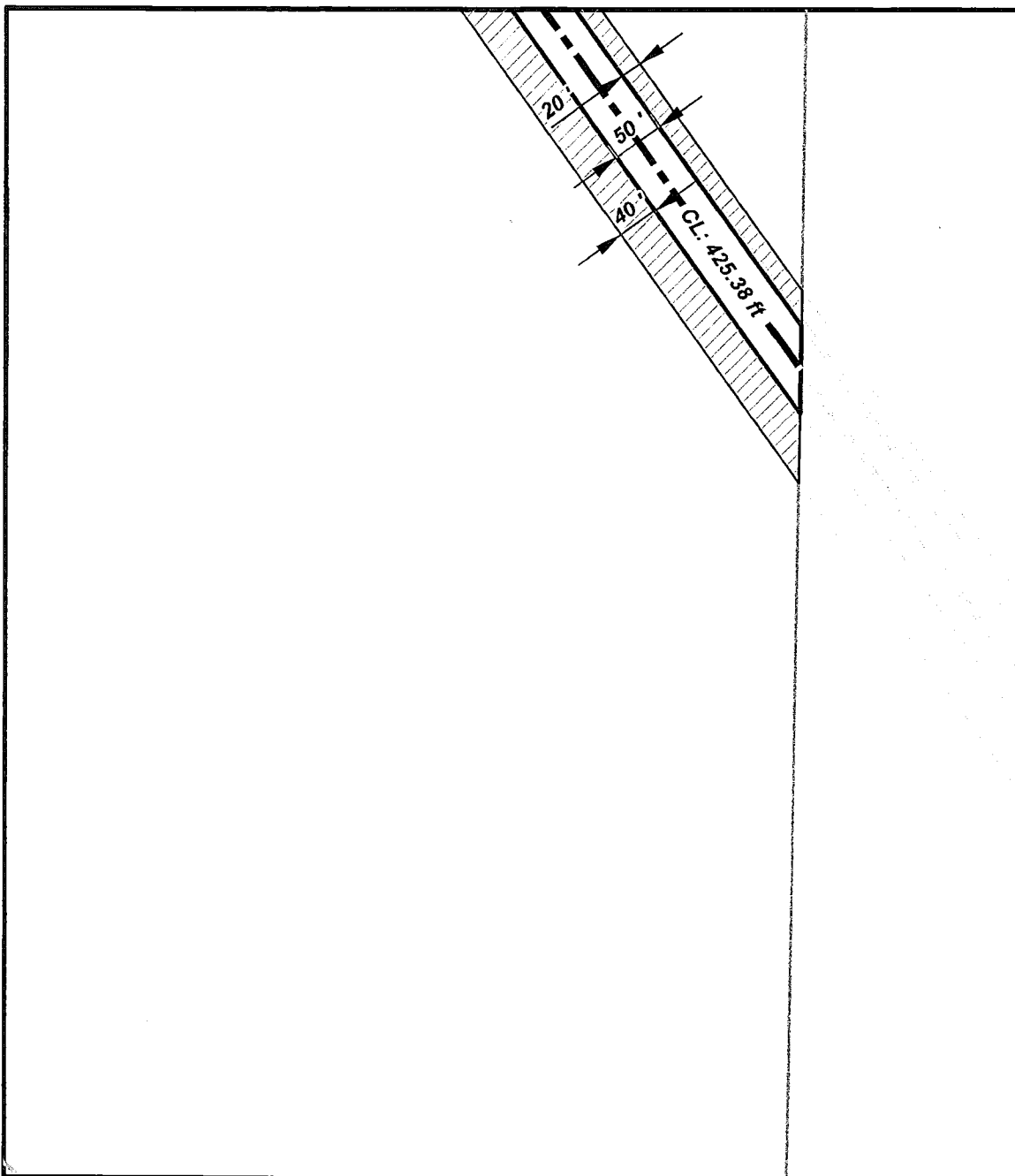
M.P. 201.49 TO M.P. 201.62
T-39 S, R-9 E Sec 28
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-583.000 (1 of 2)

TRACT: KH-683.000








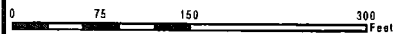
Disclaimer: The pipeline alignment shown is based on a line survey conducted by the project if permission to survey the property was granted by the landowner. The property boundary information was obtained from County tax maps. Because this exhibit is not based on a property survey the actual right-of-way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



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-  Property Line



REV
4

REVISED DATE:
9/12/2018

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT
MOLATORE, JERRY and MOLATORE, THOMAS
APN: R584852

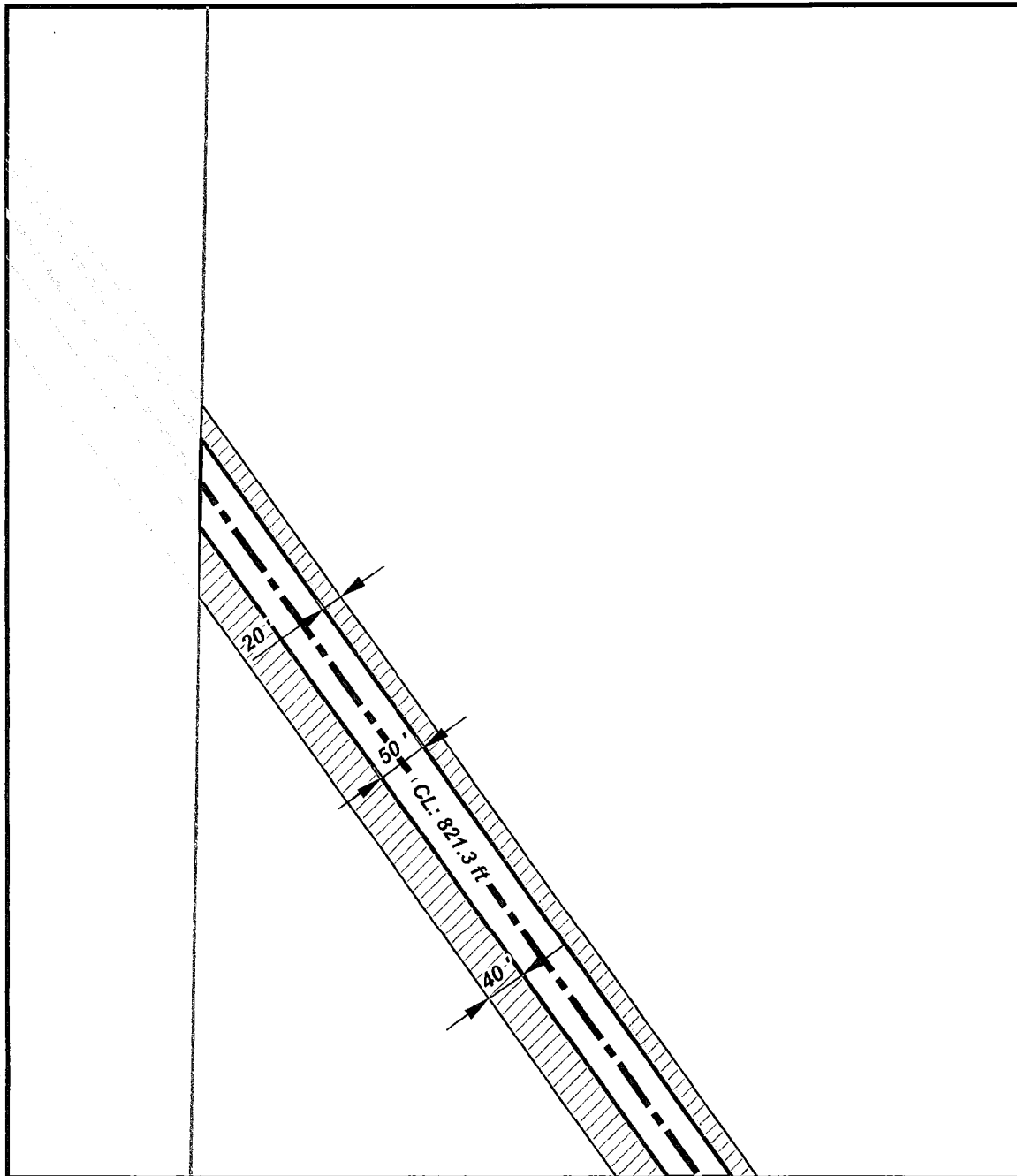
N.P. 201.49 TO M.P. 201.62
T-39 S, R-9 E Sec 28
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-683.000 (2 of 2)

TRACT: KH-683.000



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: 1631.23 ft

Legend

- Proposed Pipeline
- Permanent Easement = 81,561.203 ft² | 1.872 ac.
- Temporary Extra Work Area = 95,601.786 ft² | 2.195 ac.
- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line

REV 4 REVISED DATE: 9/12/2018

EXHIBIT "A"

PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT

MOLATORE, JERRY and MOLATORE, THOMAS

APN: R584843

M.P. 201.80 TO M.P. 202.11

T-39 S, R-9 E Sec 28

KLAMATH COUNTY, OREGON

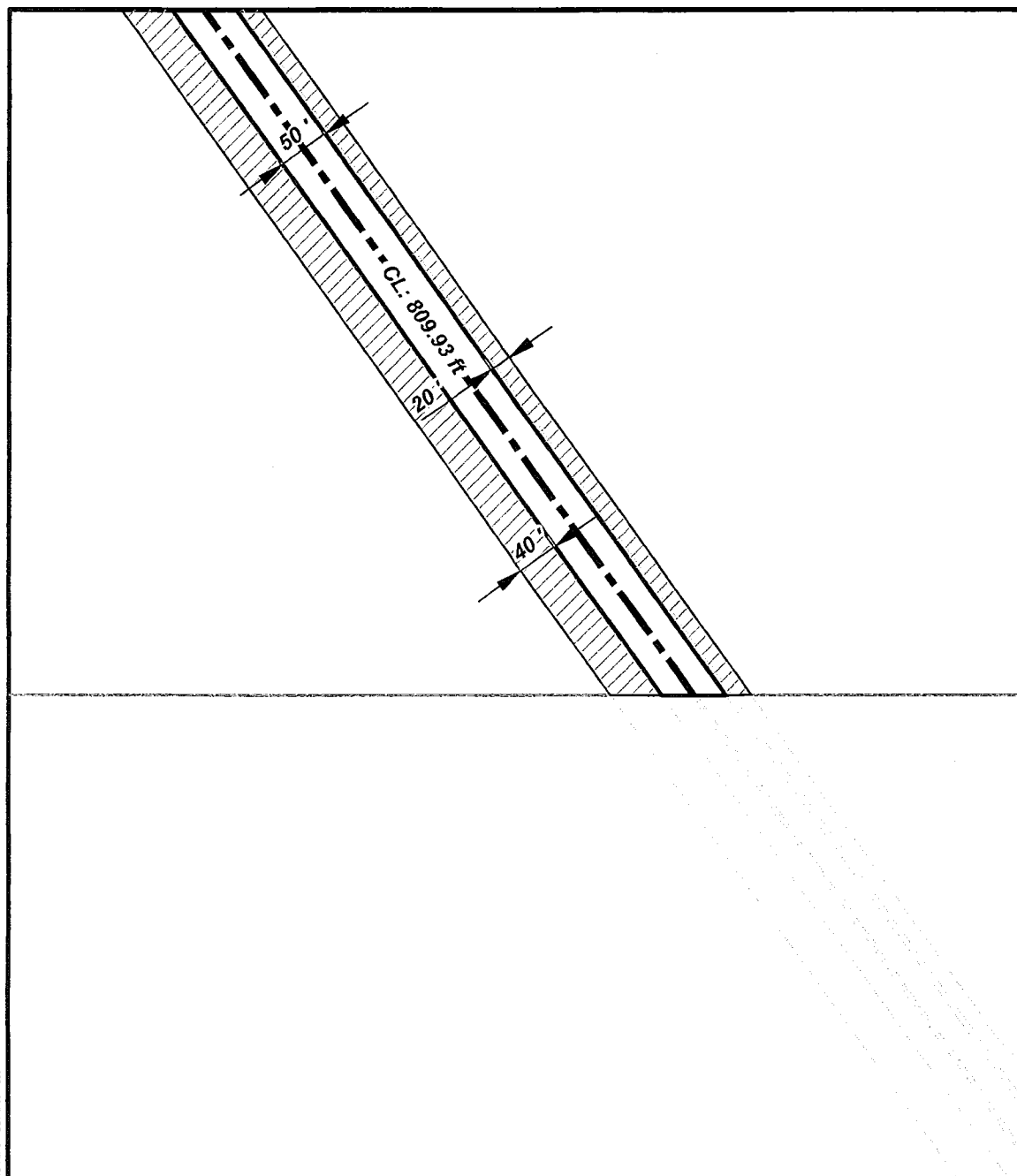
TRACT: KH-685.000

0 75 150 300 Feet

N

DWG: 3430.33-X-KH-685.000 (1 of 2)

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.



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- Property Line

REV
4

REVISED DATE:
 9/12/2018

EXHIBIT "A"

PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT

MOLATORE, JERRY and MOLATORE, THOMAS

APN: R584843

M.P. 201.80 TO M.P. 202.11

T-39 S, R-9 E Sec 28

KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-685.000 (2 of 2)

TRACT: KH-685.000

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.

EXHIBIT B

KH-680.000

The Southwest Quarter (SW¼) of Section 21, Township 39 South, Range 9 East, Willamette Meridian, Klamath County, Oregon, lying Westerly of the Easterly right of way line of the U.S.B.R. C-4-E-1 Lateral.

EXCEPTING, THEREFROM, that portion lying Southwesterly of the C-4-E Lateral.

ALSO, EXCEPTING THEREFROM, that portion of said Southwest Quarter (SW¼) within the rights of way of the U.S.B.R. C-4-E Lateral, the C-4-E-1 Lateral and the 1-N Drain and Tingley Lane, a county road.

ALSO, EXCEPTING THEREFROM, a tract of land situated in the South Half of the Southwest Quarter (S½ SW¼) of Section 21, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, 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 the arc of a curve to the left (radius = 169.24 feet) 113.05 feet, North 43°05' West, 181.79 feet; thence leaving said right of way, East 1191.46 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, 1016.46 feet to the POINT OF BEGINNING, with bearings based on Survey 1681 as recorded in the Klamath County Surveyor's Office.

ALSO, EXCEPTING THEREFROM:

A tract of land situated in the Southwest Quarter (SW¼) of Section 21, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

BEGINNING at a point on the West line of said Southwest Quarter (SW¼), said point being North 00°08'31" East, 1517.47 feet from the Southwest corner of said Section 21; thence South 86°28'34" East, 1689.90 feet to the Westerly right of way line of the U.S.B.R. 1-N Drain; thence Southerly along said Westerly right of way line, South 26°36' East, 78.00 feet and South 04°04' East 481.48 feet to the Northeast corner of property in Deed Volume M78, page 18543, Microfilm Records of Klamath County, Oregon; thence West along the North line of said Deed Volume, 1191.46 feet to the Easterly right of way line of the Klamath Irrigation District C-4-E Lateral; thence Northerly along said Easterly lateral right of way line, North 43°05' West 725.11 feet, along the arc of a curve to the left (radius = 597.96 feet, central angle = 06°00') 62.62 feet, North 49°05' West 31.87 feet to the West line of the Southwest Quarter (SW¼) of said Section 21; thence North 00°08'31" East, 60.00 feet to the POINT OF BEGINNING;

KH-683.000

The Southeast Quarter of the Northwest Quarter (SE¼ NW¼) and the Northeast Quarter of the Northwest Quarter (NE¼ NW¼) of Section 28, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM the Westerly 85 feet.

ALSO, EXCEPTING THEREFROM a parcel of land situated in the NW¼ of Section 28, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 28; thence along the westerly line of said Section, South 00°01'40" West, 51.50 feet; thence leaving said section line South 89°58'20" East, 756.58 feet to the Northeast corner of that parcel described in Deed Volume M73, Page 7239, Klamath County Deed Records; thence continuing South 89°58'20" East, 653.63 feet to a point that is 85.00 feet easterly, when measured at a right angle, from the East line of the Northwest Quarter of the Northwest Quarter (NW¼ NW¼) of said Section 28 and the TRUE POINT OF BEGINNING for this description; thence parallel to and 85.00 feet distant from said East line South 00°00'42" West, 1233.48 feet to the South line of the Northeast Quarter of the Northwest Quarter (NE¼ NW¼) of said Section 28; thence along said South line South 88°33'34" West, 85.03 feet to the Southeast corner of the Northwest Quarter of the Northwest Quarter (NW¼ NW¼) of said Section 28; thence along the west line of the Southeast Quarter of the Northwest Quarter (SE¼ NW¼) of said Section 28, South 00°00'42" West, 1332.23 feet to the Southwest corner of said Southeast Quarter of the Northwest Quarter (SE¼ NW¼); thence along the South line of said Southeast Quarter of the Northwest Quarter (SE¼ NW¼) North 89°02'20" East, 1038.84 feet; thence leaving said South line, North 00°00'42" East, 326.09 feet; thence South 87°49'21" West, 221.12 feet; thence North 49°16'47" West, 388.99 feet; thence North 41°20'35" West, 99.07 feet; thence North 30°25'03" West, 192.25 feet; thence North 37°13'38" West, 51.79 feet; thence North 45°5'28" West, 69.74 feet; thence North 40°27'14" West, 128.46 feet to a point that is 195.35 feet, when measured at a right angle from the West line of the Southeast Quarter of the Northwest Quarter (SE¼ NW¼) of said Section 28; thence parallel to and 195.35 feet distant from said West line, North 00°00'42" East, 320.45 feet to the South line of the Northeast Quarter of the Northwest Quarter (NE¼ NW¼) of said Section 28; thence continuing North 00°00'42" East, 1230.65 feet; thence North 89°58'20" West, 110.35 feet to the POINT OF BEGINNING.

KH-685.000

Northwest Quarter of the Northeast Quarter (NW¼ NE¼); Southwest Quarter of the Northeast Quarter (SW¼ NE¼) of Section 28, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

EXHIBIT C

1. 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.
2. Access to Grantor's property will be limited to approved access roads and Pipeline Right of Way.
3. Grantor is granted permission to construct three (3) road crossings across Pipeline Right of Way on Tract KH-683.000 in locations indicated on attached Exhibit. The most northerly crossing is the proposed crossing for a future sub-division envisioned by Grantor. The two remaining crossings are characterized as Farm Road Crossings only.