

**2018-014349**

**Klamath County, Oregon**

11/28/2018 03:47:01 PM

Fee: \$147.00

**RETURN ADDRESS**

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

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

**REFERENCE NUMBERS(S) OF RELATED DOCUMENTS**

**GRANTOR(S)**

DONALD SCOTT JOHNSTON, TRUSTEE OF THE DONALD SCOTT JOHNSTON REVOCABLE LIVING TRUST

**GRANTEE(S)**

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

**LEGAL DESCRIPTION**

THAT CERTAIN PARCEL, OR PARCELS OF LAND LYING IN SECTIONS 29, 30 AND 32 ALL IN TOWNSHIP 39 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON AS MORE FULLY DESCRIBED IN THE ATTACHED EXHIBIT B.

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

R498839; R580437; R579939; R492112; R896891

## RIGHT-OF-WAY AND EASEMENT AGREEMENT

THIS RIGHT-OF-WAY AND EASEMENT AGREEMENT ("**Agreement**") is entered into this 29 day of AUGUST, 2018, by and among Donald Scott Johnston, Trustee of the Donald Scott Johnston Revocable Living Trust, whose address is 13619 Highway 66, Klamath Falls, Oregon 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 County, State of Oregon, and legally described as follows:

That certain parcel, or parcels of land lying in Sections 29, 30 and 32 all in Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon as more fully described in attached Exhibit B.

The Property is also known by County Assessor Parcel Number(s): R498839; R580437; R579939; R492112; R896891

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 7.639 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 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 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 29 DAY OF AUGUST, 2018.

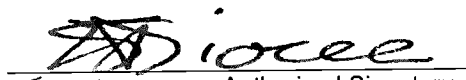
**GRANTOR:**

**Donald Scott Johnston Revocable Living Trust**

  
By: Donald Scott Johnston, Trustee

**GRANTEE:**

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

  
Tony Diocee, Authorized Signatory

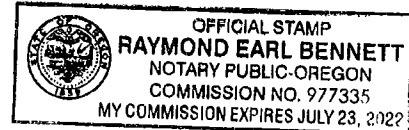
ACKNOWLEDGMENT

STATE OF OREGON )  
COUNTY OF KLAMATH ) ss.

On this 29 day of AUGUST, 2018, personally appeared DONALD SCOTT JOHNSTON, proven to me to be the TRUSTEE of DONALD SCOTT JOHNSTON REV. LIV. 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:

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

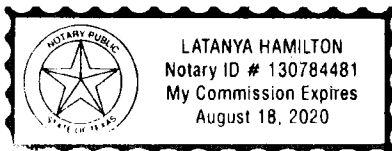


ACKNOWLEDGMENT

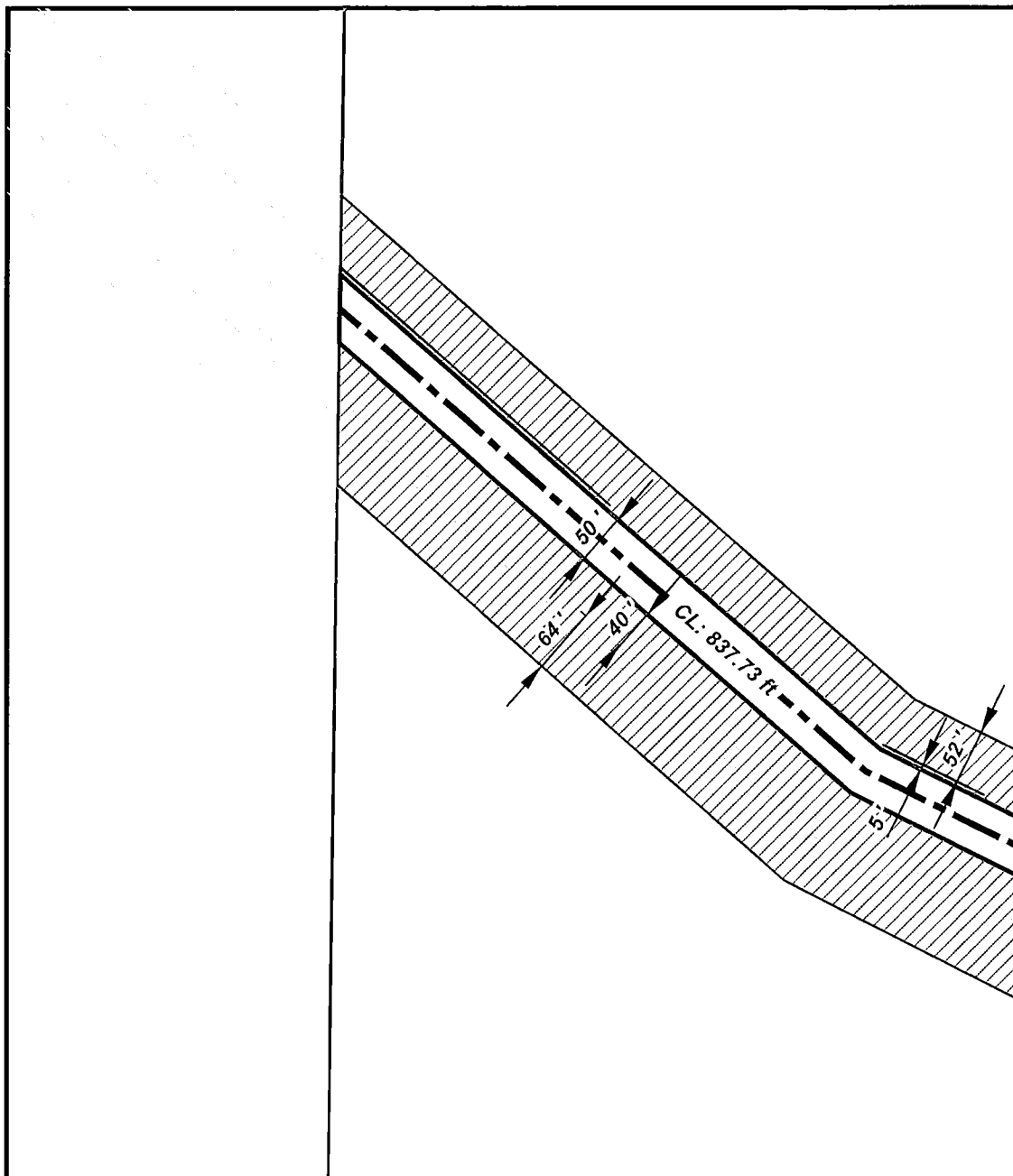
STATE OF TEXAS )  
COUNTY OF HARRIS ) ss.

On this 15<sup>th</sup> day of October, 2018, personally appeared Tony Dineen, 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: August 18, 2020



Length of Pipeline this Tract: 3541.27 ft

#### Legend

	Proposed Pipeline	
	Permanent Easement	= 177,064.746 ft <sup>2</sup>   4.065 ac.
	Temporary Extra Work Area	= 402,304.727 ft <sup>2</sup>   9.236 ac.
	Uncleared Storage Area	= 0.000 ft <sup>2</sup>   0.000 ac.
	Property Line	

0 75 150 300 Feet



REV  
7

REVISED DATE:  
8/24/2018

## EXHIBIT "A"

PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT  
DONALD SCOTT JOHNSTON REVOCABLE LIVING TRUST  
APN: R498839

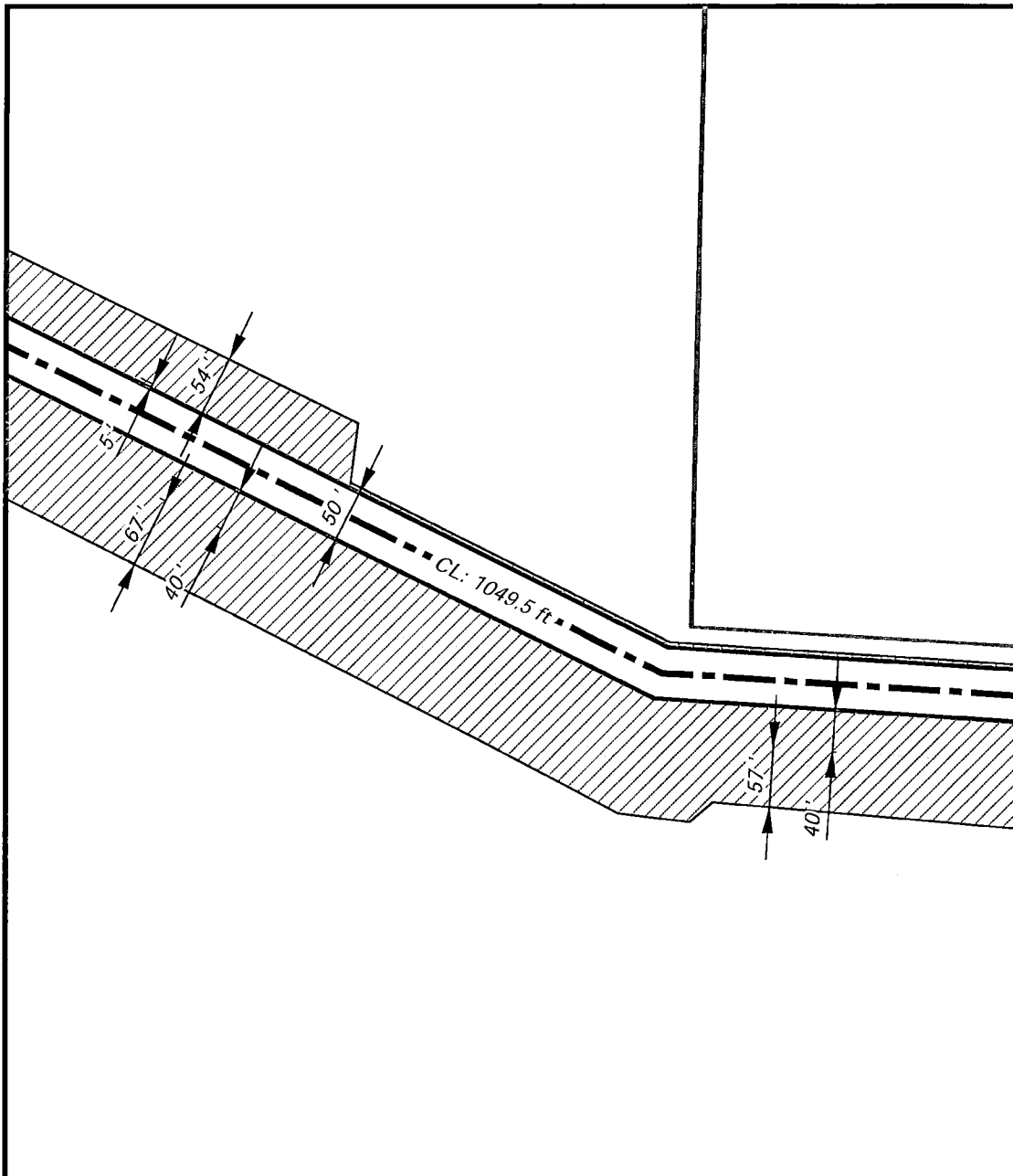
M.P. 190.35 TO M.P. 191.03  
T-39 S, R-8 E Sec 29  
KLAMATH COUNTY, OREGON




TRACT: KH-577.013

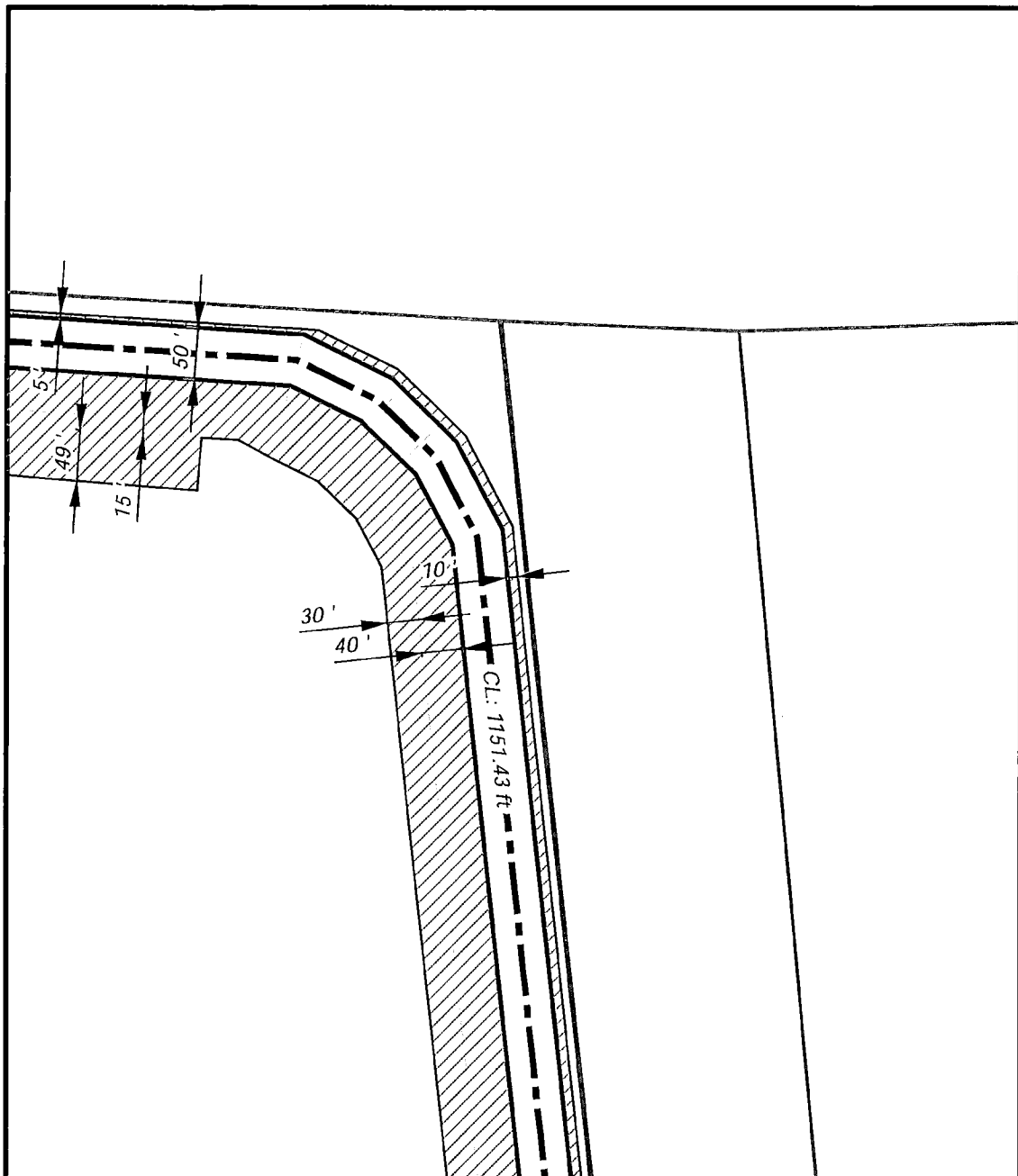
DWG: 3430.33-X-KH-577.013 (1 of 4)

**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.



<b>Length of Pipeline this Tract: 3541.27 ft</b>		<b>REV 7</b>	<b>REVISED DATE:</b> 8/24/2018	<b>EXHIBIT "A"</b> PACIFIC CONNECTOR GAS PIPELINE, LP	
<b>Legend</b>		PROPERTY EXHIBIT DONALD SCOTT JOHNSTON REVOCABLE LIVING TRUST APN: R498839  M.P. 190.35 TO M.P. 191.03 T-39 S, R-8 E Sec 29 KLAMATH COUNTY, OREGON			
[Solid Line] Proposed Pipeline					
[Hatched Box] Permanent Easement = 177,064.746 ft <sup>2</sup>   4.065 ac. [Diagonal Lines Box] Temporary Extra Work Area = 402,304.727 ft <sup>2</sup>   9.236 ac. [Cross-hatched Box] Uncleared Storage Area = 0.000 ft <sup>2</sup>   0.000 ac. [Solid Line] Property Line					
0 75 150 300 Feet		DWG: 3430.33-X-KH-577.013 (2 of 4)			TRACT: KH-577.013

**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.



Source: P:\PCCP - JCL\GIS\arcmap\workspace\KH-577.dwg - TDP Index - 111

Length of Pipeline this Tract: 3541.27 ft

#### Legend

- Proposed Pipeline
- Permanent Easement = 177,064.746 ft<sup>2</sup> | 4.065 ac.
- Temporary Extra Work Area = 402,304.727 ft<sup>2</sup> | 9.236 ac.
- Uncleared Storage Area = 0.000 ft<sup>2</sup> | 0.000 ac.
- Property Line

0 75 150 300 Feet



REV 7  
REVISED DATE:  
8/24/2018

## EXHIBIT "A"

PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT  
DONALD SCOTT JOHNSTON REVOCABLE LIVING TRUST  
APN: R498839

M.P. 190.35 TO M.P. 191.03  
T-39 S, R-8 E Sec 29  
KLAMATH COUNTY, OREGON

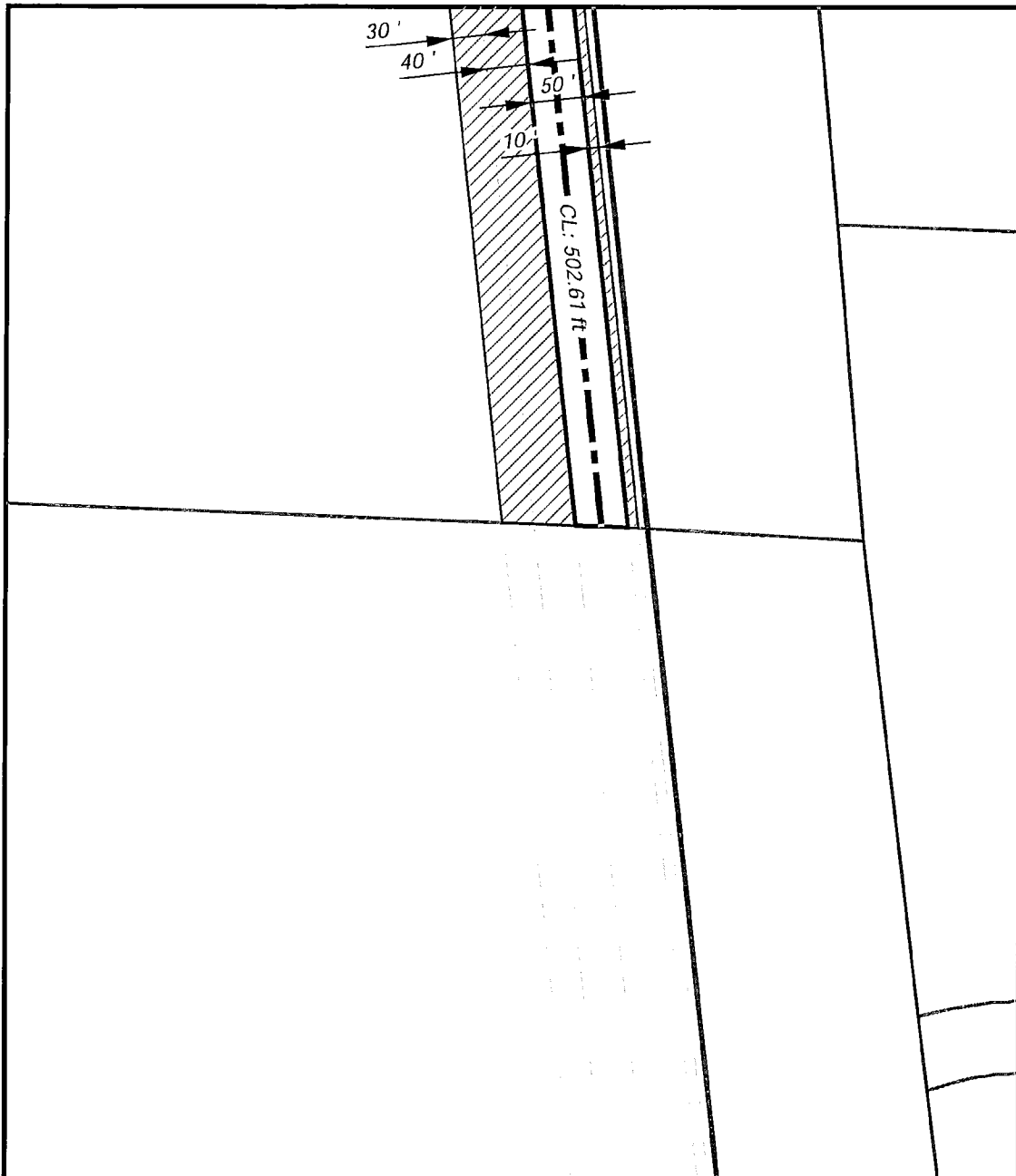


DWG: 1430.31-X-KH-577.013 (3 of 4)

TRACT: KH-577.013

**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: 3541.27 ft

**Legend**

- Proposed Pipeline
- Permanent Easement = 177,064.746 ft<sup>2</sup> | 4.065 ac.
- Temporary Extra Work Area = 402,304.727 ft<sup>2</sup> | 9.236 ac.
- Uncleared Storage Area = 0.000 ft<sup>2</sup> | 0.000 ac.
- Property Line

0 75 150 300 Feet



REV  
7

REVISED DATE:  
8/24/2018

**EXHIBIT "A"**  
PACIFIC CONNECTOR GAS PIPELINE, LP



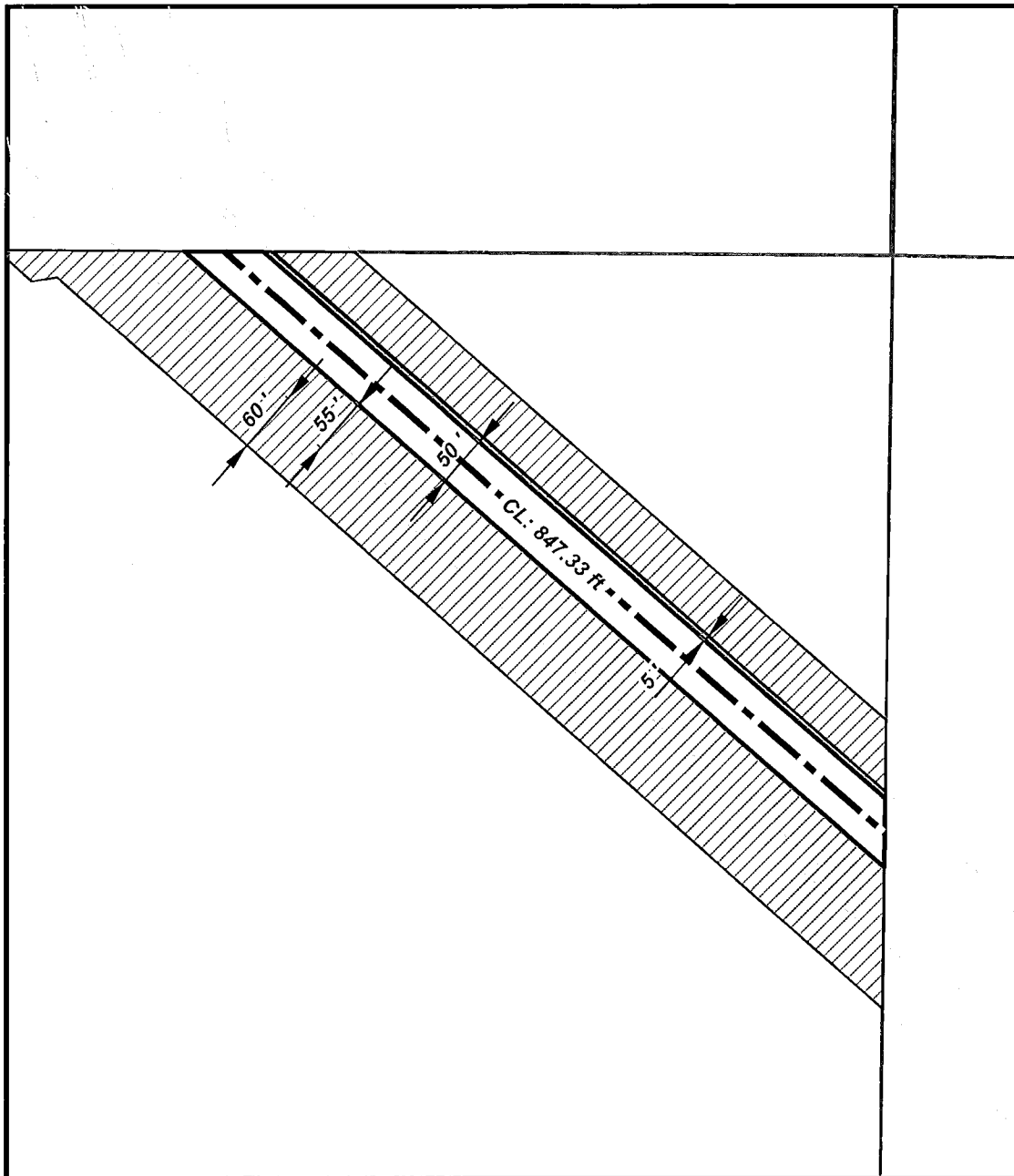
PROPERTY EXHIBIT  
DONALD SCOTT JOHNSTON REVOCABLE LIVING TRUST  
APN: R498839

M.P. 190.35 TO M.P. 191.03  
T-39 S, R-8 E Sec 29  
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-577.013 (4 of 4)

TRACT: KH-577.013

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Length of Pipeline this Tract: 847.33 ft

**Legend**

- Proposed Pipeline
- Permanent Easement = 42,366.397 ft<sup>2</sup> | 0.973 ac.
- Temporary Extra Work Area = 143,352.023 ft<sup>2</sup> | 3.291 ac.
- Uncleared Storage Area = 0.000 ft<sup>2</sup> | 0.000 ac.
- Property Line

0 75 150 300 feet



REV  
3

REVISED DATE:  
8/23/2018

**EXHIBIT "A"**  
PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT  
DONALD SCOTT JOHNSTON REVOCABLE LIVING TRUST  
APN: R492112 R579939

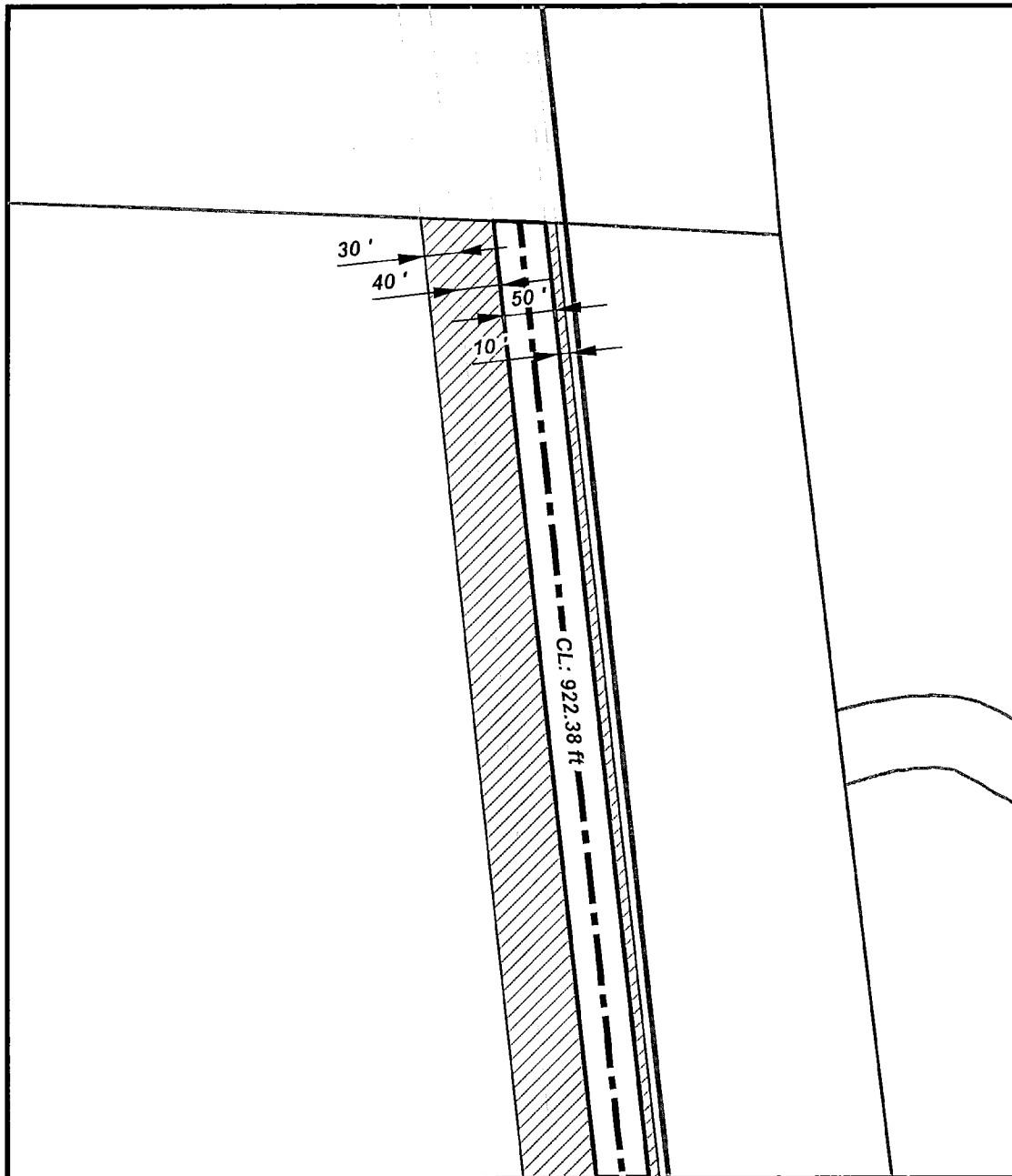
M.P. 190.19 TO M.P. 190.35  
T-39 S, R-8 E Sec 30  
KLAMATH COUNTY, OREGON



DWG: 3420.33-X-KH-602.000 (1 of 1)

TRACT: KH-602.000

**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: 2266 ft

#### Legend

- Proposed Pipeline
- Permanent Easement = 113,300.181 ft<sup>2</sup> | 2.601 ac.
- Temporary Extra Work Area = 186,438.473 ft<sup>2</sup> | 4.280 ac.
- Uncleared Storage Area = 0.000 ft<sup>2</sup> | 0.000 ac.
- Property Line

0 75 150 300 Feet



REV  
7

REVISED DATE:  
8/23/2018

### EXHIBIT "A"

PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT  
DONALD SCOTT JOHNSTON REVOCABLE LIVING TRUST  
APN: R896891

M.P. 191.03 TO M.P. 191.46  
T-39 S, R-8 E Sec 32  
KLAMATH COUNTY, OREGON

BWG: 3430.33-X-KH-607.000 (1 of 3)

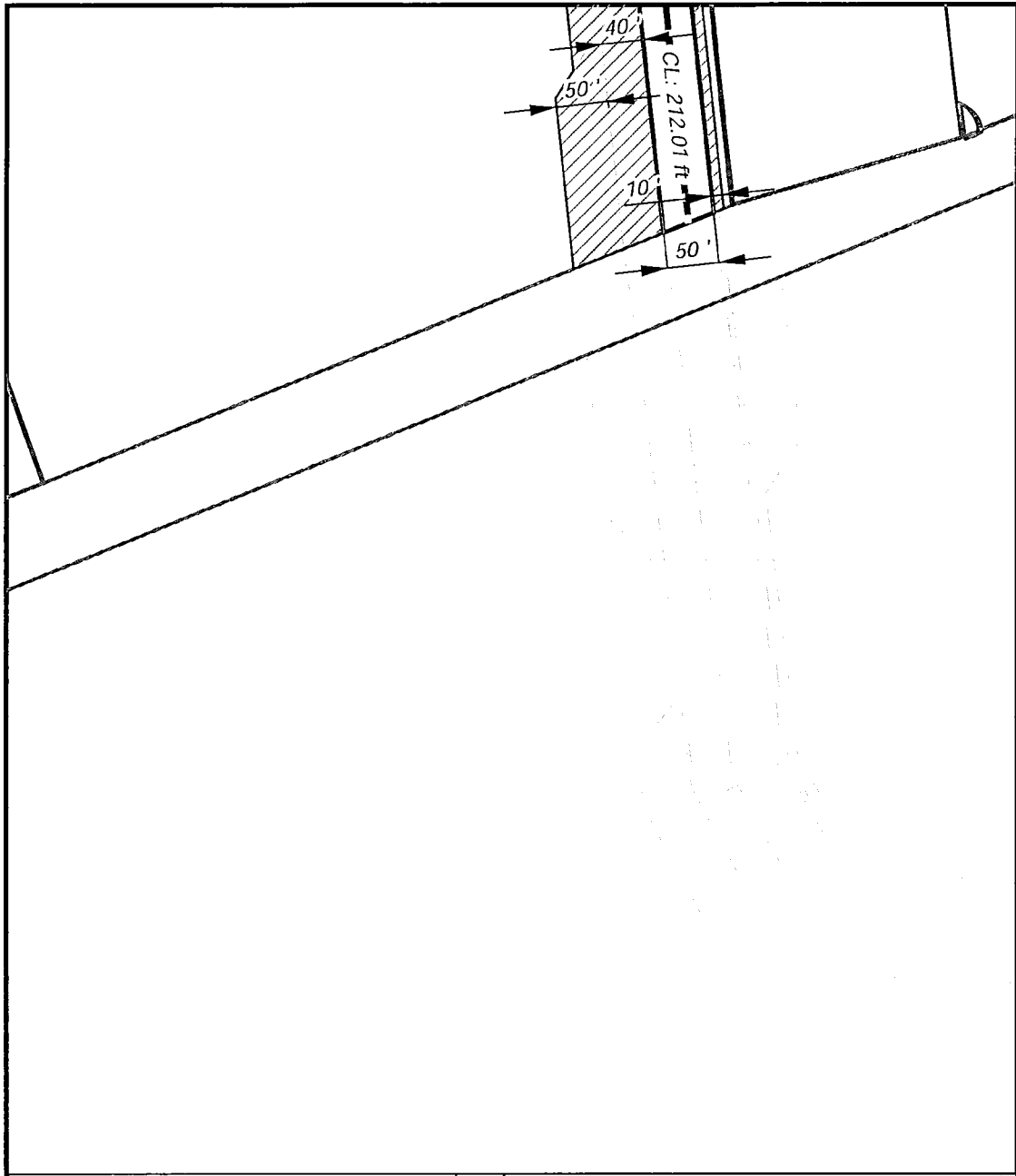
TRACT: KH-607.000



**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.



**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.



Source: P:\P\GCP - J\CL\GCP\Map\AndOver\Temp\RevisedBW.mxd - DDP Index - 781

Length of Pipeline this Tract: 2266 ft

**Legend**

- Proposed Pipeline
- Permanent Easement = 113,300.181 ft<sup>2</sup> | 2.601 ac.
- Temporary Extra Work Area = 186,438.473 ft<sup>2</sup> | 4.280 ac.
- Uncleared Storage Area = 0.000 ft<sup>2</sup> | 0.000 ac.
- Property Line



REV  
7

REVISED DATE:  
8/23/2018

**EXHIBIT "A"**  
PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT  
DONALD SCOTT JOHNSTON REVOCABLE LIVING TRUST  
APN: R896891

M.P. 191.03 TO M.P. 191.46  
T-39 S, R-8 E Sec 32  
KLAMATH COUNTY, OREGON



DWG: 3430.13-X-XH-607.000 (3 of 3)

TRACT: KH-607.000

**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-577.013**

The West Half of the Southeast Quarter ( $W\frac{1}{2} SW\frac{1}{4}$ ) and all that portion of the Southeast Quarter of the Southwest Quarter ( $SE\frac{1}{4} SW\frac{1}{4}$ ) of Section 29, lying westerly of a parcel conveyed to Erwin Helm, et ux, by deed, recorded in Volume 245 on Page 214, record of Klamath County, Oregon. All in Township 39 South, Range 8 East, Willamette Meridian, Klamath County, Oregon.

### **KH-602.000**

The Southeast Quarter ( $SE\frac{1}{4}$ ) of Section 30, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

### **KH-607.000**

All that portion of the Northwest Quarter ( $NW\frac{1}{4}$ ) of Section 32 lying Northerly and Westerly of the Greensprings Highway and Westerly of that parcel of land beginning at the intersection of a well-established fence line and the North line of the Southeast Quarter of the Southwest Quarter ( $SE\frac{1}{4} SW\frac{1}{4}$ ) of Section 29, which point is approximately 368 feet, West of the Northeast corner of said Southeast Quarter of the Southwest Quarter ( $SE\frac{1}{4} SW\frac{1}{4}$ ); thence West to an intersection with a line running parallel with and distant of 206 feet measured at right angles, Westerly from said fence line, 3520 feet, more or less, to the Northerly line of the State Highway; thence Northeasterly along the Northerly line of said highway to an intersection with said fence line; thence Northwesterly along the fence line to the PLACE OF BEGINNING, conveyed by Ralph A. Johnston, et ux to Erwin Heim, et ux, by deed recorded in Volume 245, Page 214 of Deeds, Records of Klamath County, Oregon all in Township 39 south, Range 8 East of the Willamette Meridian, Klamath County.

ALSO, the following described portion of the Northwest Quarter of the Southwest Quarter ( $NW\frac{1}{4} SW\frac{1}{4}$ ) of Section 32, described as follows: BEGINNING at the quarter section corner of the West line of said Section 32; thence South along the Section line 870 feet; thence East 879 feet, more or less to the West line of the State Highway; thence Northerly along said Highway to a point which is 1100 feet, East and 206 feet, South of said quarter section corner; thence North 206 feet to the North line of said Northwest Quarter of the Southwest Quarter ( $NW\frac{1}{4} SW\frac{1}{4}$ ); thence West along said line 1100 feet to the said quarter section corner, all in Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.