

2018-014387

Klamath County, Oregon

11/29/2018 11:00:01 AM

Fee: \$127.00

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)

RODNEY A. CHEYNE AND NICHELLE CHEYNE, AS TENANTS BY THE ENTIRETY

GRANTEE(S)

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

LEGAL DESCRIPTION

THAT CERTAIN PARCEL OF LAND LYING IN SECTION 12, TOWNSHIP 40 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

APN: R93614

RIGHT-OF-WAY AND EASEMENT AGREEMENT

THIS RIGHT-OF-WAY AND EASEMENT AGREEMENT ("**Agreement**") is entered into this 17th day of August, 2018, by and among Rodney A. Cheyne and Nichelle Cheyne, as Tenants by the entirety, whose address is 14130 Matney Road, Klamath Falls, OR 97603 ("**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 of land lying in Section 12, Township 40 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): APN: R93614

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 3.660 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.

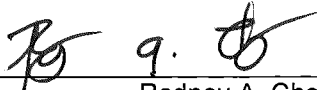
It is mutually understood and agreed that this Agreement and the attached exhibits, as written, cover and include all of the agreements between the parties except as may otherwise be provided in a Temporary Construction Easement Agreement or Access Road Easement Agreement and that no representations 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 17 DAY OF AUGUST, 2018.

GRANTOR:



Rodney A. Cheyne

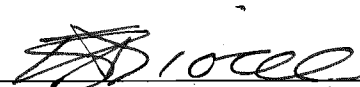
GRANTOR:



Nichelle Cheyne

GRANTEE:

PACIFIC CONNECTOR GAS PIPELINE, LP
by its general partner, Pacific Connector Gas
Pipeline, LLC



Tony Diore, Authorized Signatory

ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF KLAMATH) ss.

On this 17 day of AUGUST, 2018, personally appeared RODNEY CHEYNE, 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.

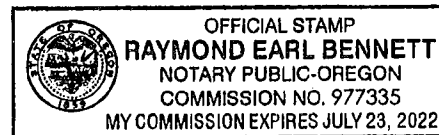
Before me:

Raymond Earl Bennett

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

ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF KLAMATH) ss.

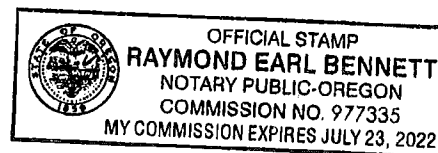


On this 17 day of AUGUST, 2018, personally appeared NICHELLE CHEYNE, proven to me to be the individual described in and who signed the foregoing instrument, and acknowledged to me that she/he signed the instrument as her/his voluntary act and deed for the uses and purposes mentioned therein.

Before me:

Raymond Earl Bennett

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



ACKNOWLEDGMENT

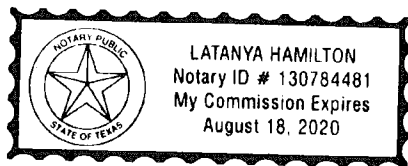
STATE OF TEXAS

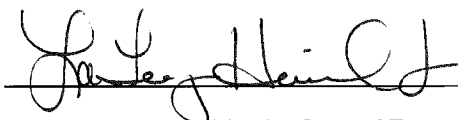
COUNTY OF HARRIS

)
) ss.
)

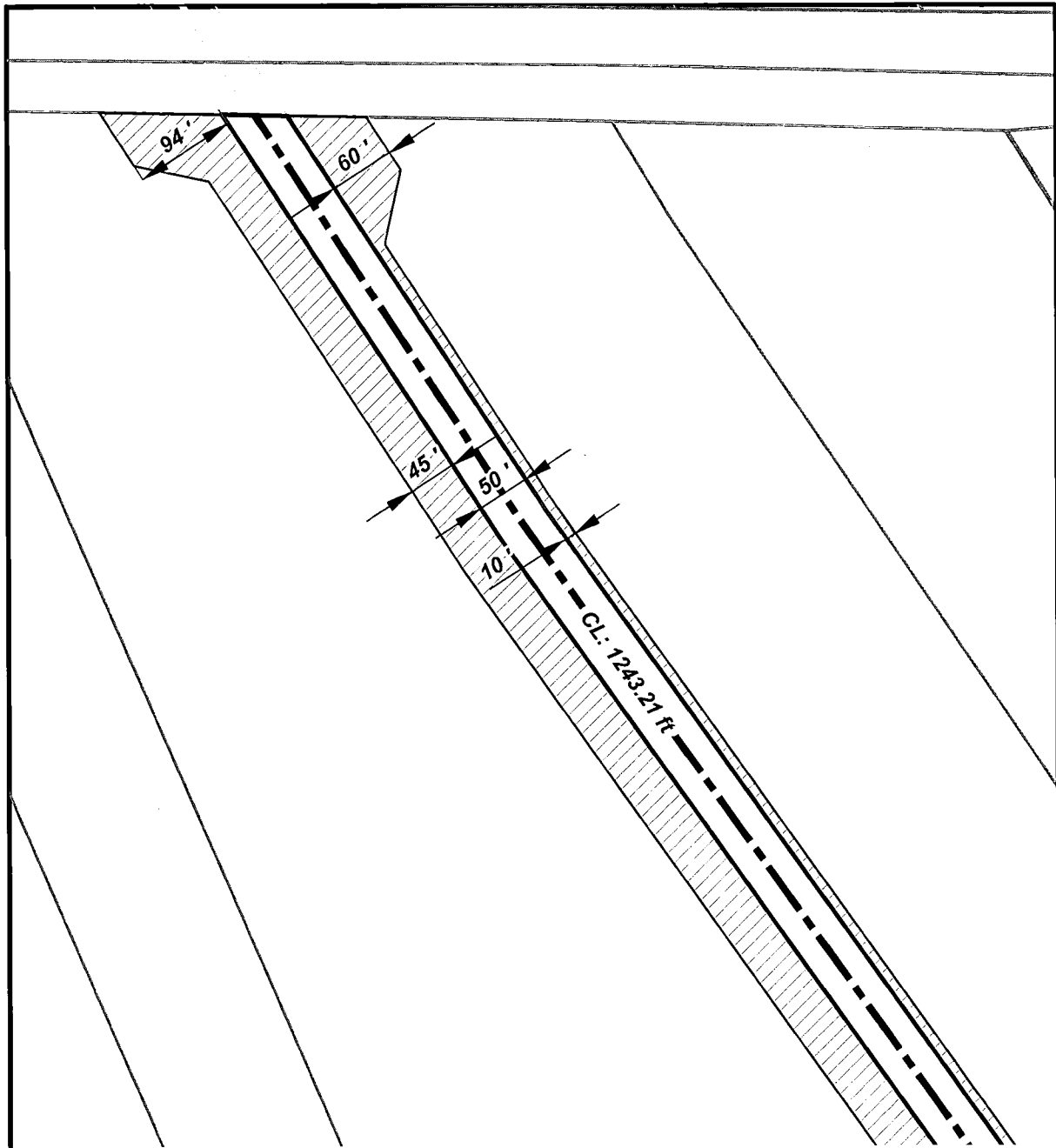
On this 10th day of September, 2018, personally appeared Tony Diocee, proven to me to be the Authorized Signatory of Pacific Connector Gas Pipeline, LP, acting through its general partner, Pacific Connector Gas Pipeline, LLC, and acknowledged that she/he signed the forgoing instrument on behalf of and 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:





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

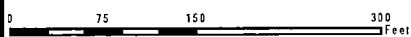


Disclaimer: The pipeline alignment shown is based on a line survey conducted by the project if permission to survey the property was granted by the landowner. The property boundary information was obtained from County tax maps. Because this exhibit is not based on a property survey the actual right-of-way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

Length of Pipeline this Tract: 3188.3 ft

Legend

	Proposed Pipeline	
	Permanent Easement	= 159,415.823 ft ² 3.660 ac.
	Temporary Extra Work Area	= 205,724.354 ft ² 4.723 ac.
	Uncleared Storage Area	= 0.000 ft ² 0.000 ac.
	Property Line	



REV
2

REVISED DATE:
8/13/2018

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP

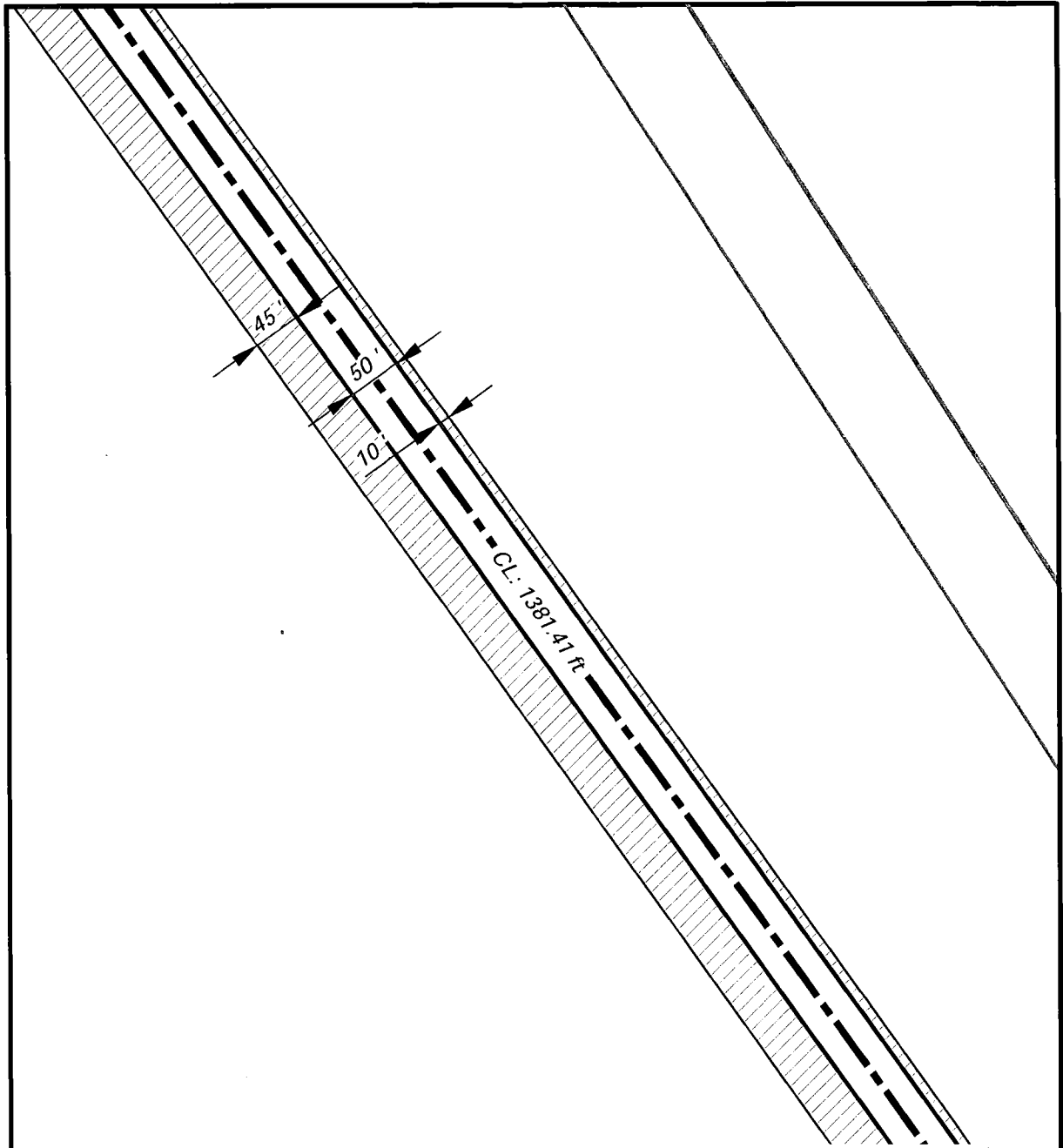


PROPERTY EXHIBIT
CHEYNE, RODNEY A. and NICHELLE
APN: R93614

M.P. 206.50 TO M.P. 207.11
T-40 S, R-9 E Sec 12
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-718.000 (1 of 3)

TRACT: KH-718.000

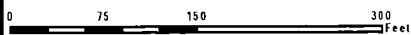


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Length of Pipeline this Tract: 3188.3 ft

Legend

- Proposed Pipeline
- Permanent Easement = 159,415.823 ft² | 3.660 ac.
- Temporary Extra Work Area = 205,724.354 ft² | 4.723 ac.
- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line



REV
2
REVISED DATE:
8/13/2018

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP

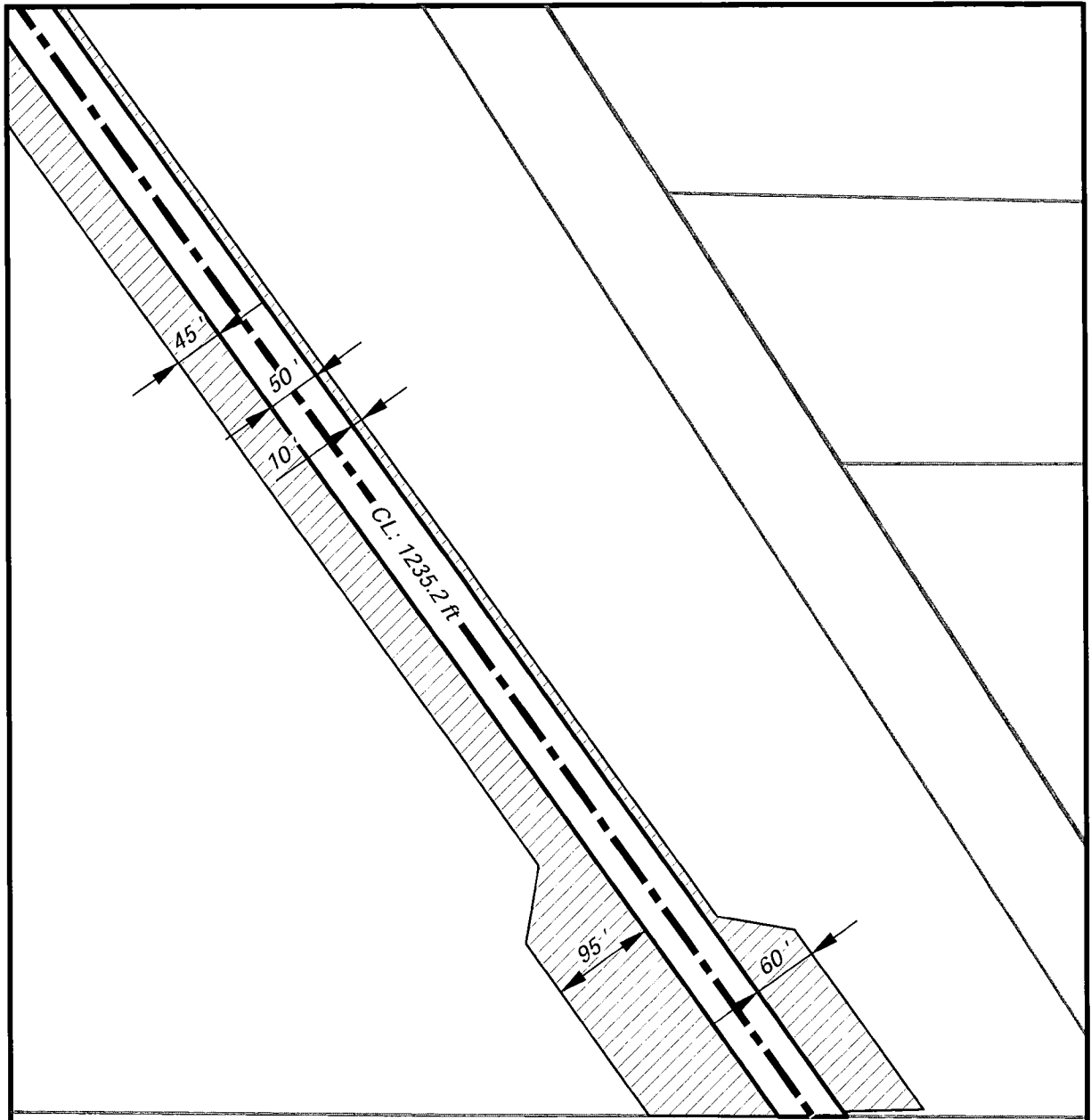


PROPERTY EXHIBIT
CHEYNE, RODNEY A. and NICHELLE
APN: R93614

M.P. 206.50 TO M.P. 207.11
T-40 S, R-9 E Sec 12
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-718.000 (2 of 3)

TRACT: KH-718.000

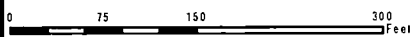


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- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line



REV 2
REVISED DATE:
8/13/2018

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP



PROPERTY EXHIBIT
CHEYNE, RODNEY A. and NICHELLE
APN: R93614

M.P. 206.50 TO M.P. 207.11
T-40 S, R-9 E Sec 12
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-718.000 (3 of 3)

TRACT: KH-718.000

Source: P:\PCDP_C\GIS\Map\Land\DWG\mcd\DWG.mxd - DDP Index - 1894

EXHIBIT B

KH-718.000

That portion of the Northeast Quarter (NE $\frac{1}{4}$), Section 12, Township 40 South, Range 9 East of the Willamette Meridian, lying between the "C" Canal and the Southern Pacific Railroad track, and south of Cross Road.

ALSO, All that part of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 12, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying south of the south boundary of the D2 Irrigation Lateral and east of the northeasterly boundary of the "C" Canal.

EXCEPTING THEREFROM, a strip of land along the North boundary conveyed to the United States of America by deed from W. B. Graham, et ux on December 4, 1929 and recorded December 10, 1929 in Deed Volume 88, Page 362, more particularly described as beginning at a point on the east boundary of said section from which the northeast corner of Section 12 bears North 30 feet distant and running thence West 1500 feet along a line parallel to the north boundary of said Section 12; thence South 55 feet; thence 1500 feet along a line parallel to the north boundary of said Section 12 to the east boundary line of said Section 12; thence North 55 feet along the east boundary to the POINT OF BEGINNING, containing 1.9 acres, more or less, of which 1.4 acres is now occupied by the C-6 Lateral.

ALSO, EXCEPTING THEREFROM, all that part of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) and Southwest of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 12, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon conveyed to the United States of America by deed from Theodore N. Case, et ux on June 8, 1923 and recorded June 18, 1923 in Deed Volume 61, Page 238, more particularly described as beginning on the east quarter corner of said Section 12, thence West along mid-section line of said Section 12, 1859.30 feet to a point on the east right-of-way line of the "C" Canal, thence North 11°15' West along said right-of-way line of the "C" Canal 30.6 feet; thence East 1865.27 feet to a point on the east line of said Section 12; thence South along said Section 12; 30.0 feet to the POINT OF BEGINNING, containing 1.4 acres, more or less.