

2019-001279

Klamath County, Oregon

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Fee: \$142.00

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)

CALIFORNIA GIANT, INC., A CALIFORNIA CORPORATION

GRANTEE(S)

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

LEGAL DESCRIPTION

THOSE CERTAIN PARCELS OF LAND LYING IN SECTIONS 27 AND 34, TOWNSHIP 40 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT B.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

R600077, R682486, R628477, R627673 & R108127

RIGHT-OF-WAY AND EASEMENT AGREEMENT

THIS RIGHT-OF-WAY AND EASEMENT AGREEMENT ("Agreement") is entered into this 7th day of DECEMBER, 2018, by and among California Giant, Inc., a California corporation, whose address is PO Box 1359, Watsonville, California 95077 ("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:

Those certain parcels of land lying in Section 27 and 34, Township 40 South, Range 12 East, Willamette Meridian, Klamath County, Oregon, and being more particularly described in the attached Exhibit B.

The Property is also known by County Assessor Parcel Number(s): R600077, R628486, R628477, R627673 & R108127

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 4.008 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, maintenance of the Facilities; provided, however, that said loss, damage, or injury does not arise out of or result from the gross negligence or willful misconduct 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 agrees to indemnify and hold Grantor harmless against any environmental liability arising from any and all activities of Grantee, or its agent or employees, actions or inactions.

Grantor agrees to indemnify and hold Grantee harmless 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 7th DAY OF DECEMBER, 2018.


GRANTOR:

CALIFORNIA GIANT, INC.,
a California corporation

By: 
Dan Nicola, Executive VP and CFO

GRANTEE:

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


Tony DiCee, Authorized Signatory

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

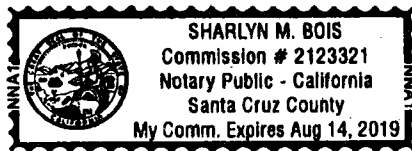
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Santa Cruz)
 On December 07, 2018 before me, Sharlyn Bois, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Dan Nicola
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Right of Way & Easement Agreement Document Date: 12/07/2018

Number of Pages: 19 include Signer(s) Other Than Named Above: none at the time of Acknowledgment

Capacity(ies) Claimed by Signer(s)

Signer's Name: Dan Nicola Signer's Name: _____

☒ Corporate Officer — Title(s): CFO & Executive VP ☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer Is Representing: California Giant Inc Signer Is Representing: _____

ACKNOWLEDGMENT

State of California

County of _____)

On _____ before me, _____

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

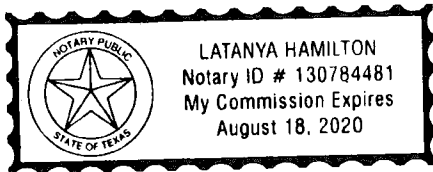
Signature _____ (Seal)

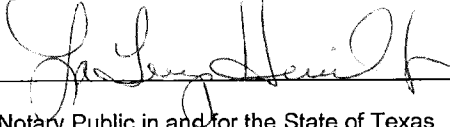
ACKNOWLEDGMENT

STATE OF TEXAS)
COUNTY OF HARRIS) ss.
)

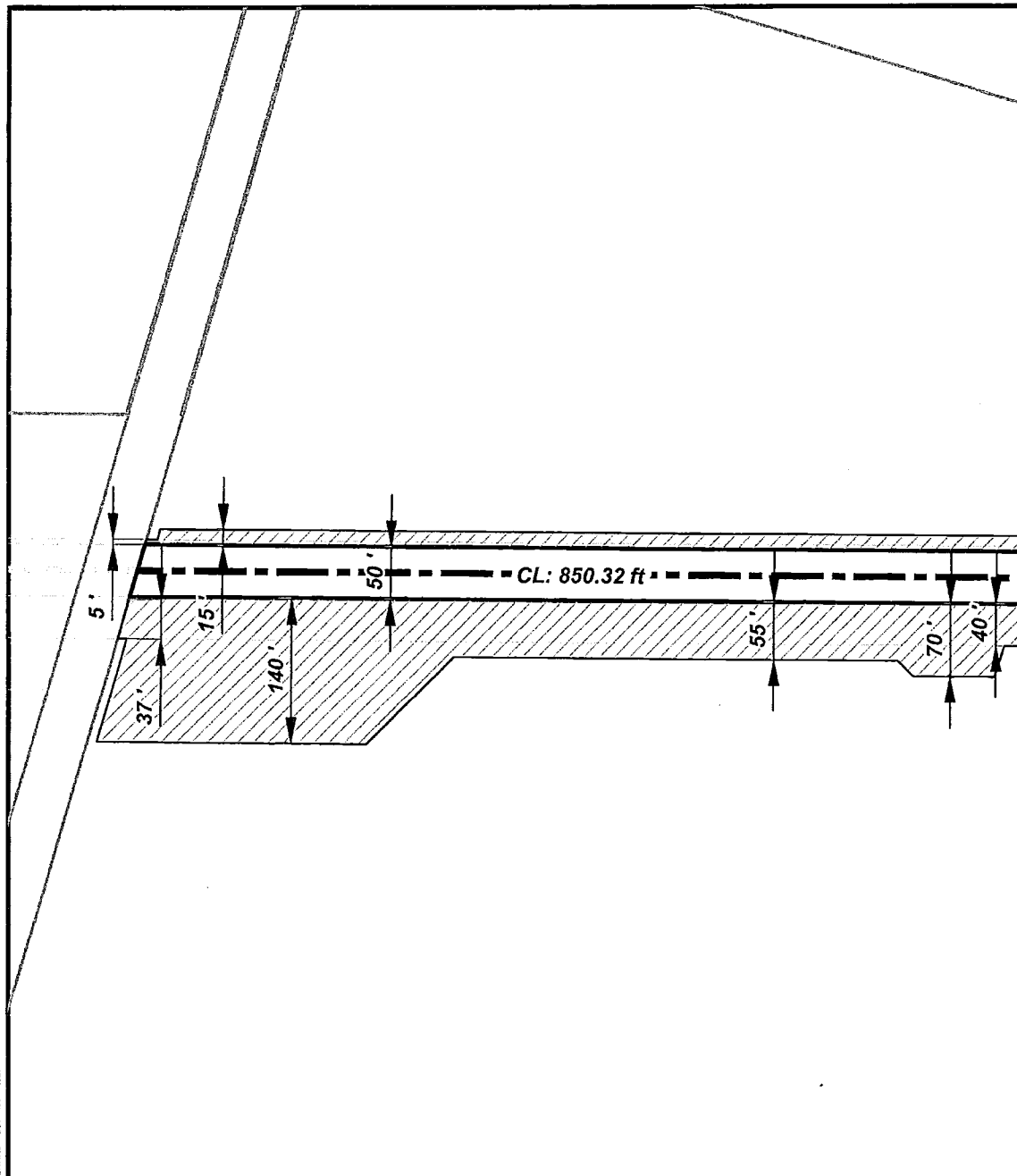
On this 29th day of January, 2018, personally appeared Tony Dixee, proven to me to be the Authorized Signatory of Pacific Connector Gas Pipeline, LP, acting through its general partner, Pacific Connector Gas Pipeline, LLC, and acknowledged that she/he signed the forgoing instrument on behalf of and by 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

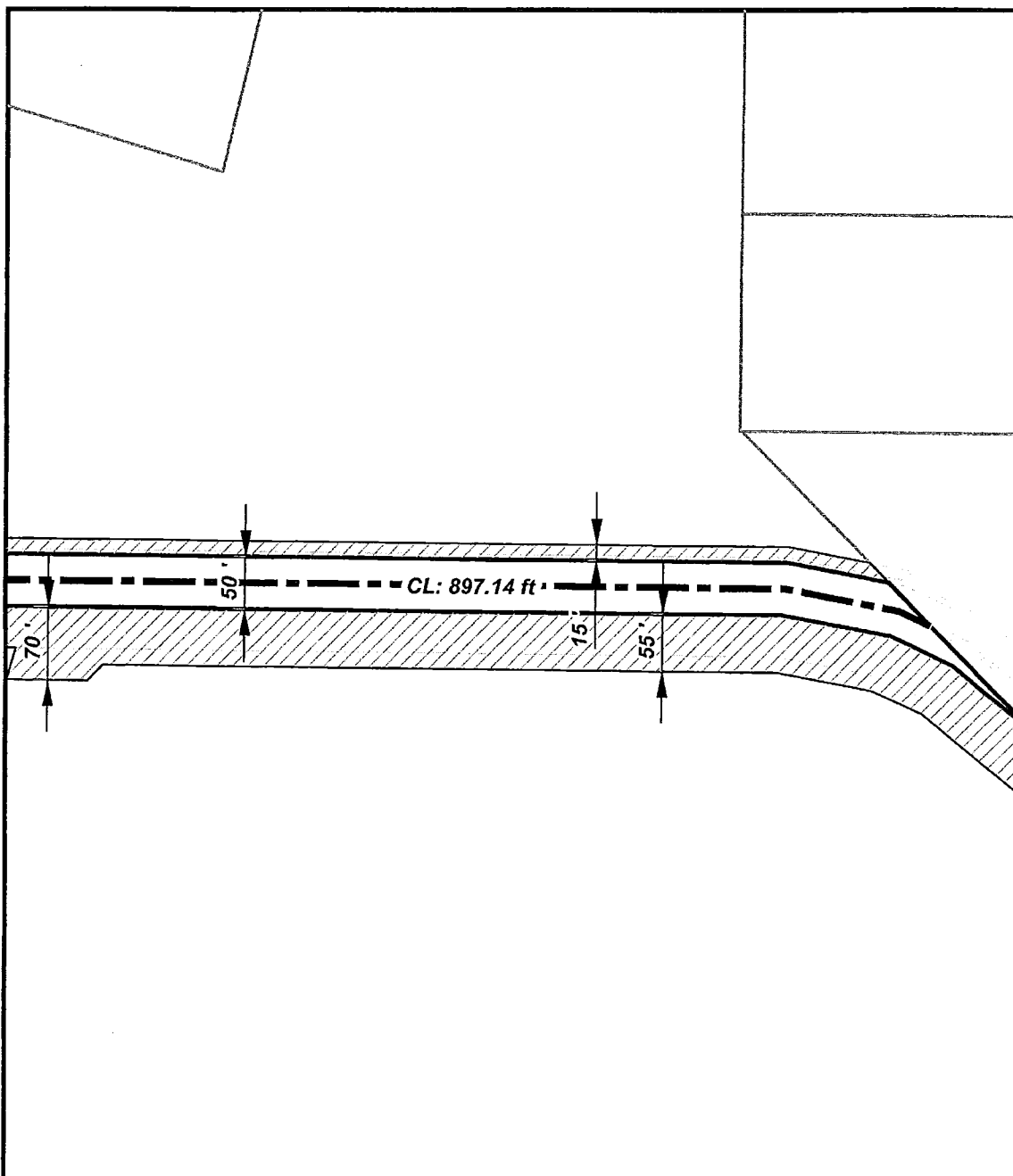


Length of Pipeline this Tract: 2861.87 ft		REV 4	REVISED DATE: 12/3/2018	EXHIBIT "A" PACIFIC CONNECTOR GAS PIPELINE, LP PROPERTY EXHIBIT CALIFORNIA GIANT, INC APN: R600077, R628477, R627673 AND R108127 M.P. 226.04 TO M.P. 226.70 T-40 S, R-12 E Sec 27 and 34 KLAMATH COUNTY, OREGON	 Pacific Connector GAS PIPELINES
Legend Proposed Pipeline Permanent Easement = 143,567.557 ft ² 3.296 ac. Temporary Extra Work Area = 248,860.347 ft ² 5.713 ac. Uncleared Storage Area = 0.000 ft ² 0.000 ac. Property Line					

0 75 150 300 Feet

DWG: 3430 33-X-KH-633.000 (1 of 4) TRACT: KH-833.000

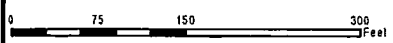
Disclaimer: The pipeline alignment shown is based on a line survey conducted by the project if permission to survey the property was granted by the landowner. The property boundary information was obtained from County tax maps. Because this exhibit is not based on a property survey the actual right-of-way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



Length of Pipeline this Tract: 2861.87 ft

Legend

- Proposed Pipeline
- Permanent Easement = 143,587.557 ft² | 3.296 ac.
- Temporary Extra Work Area = 248,860.347 ft² | 5.713 ac.
- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line



REV
4

REVISED DATE:
12/3/2018

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP



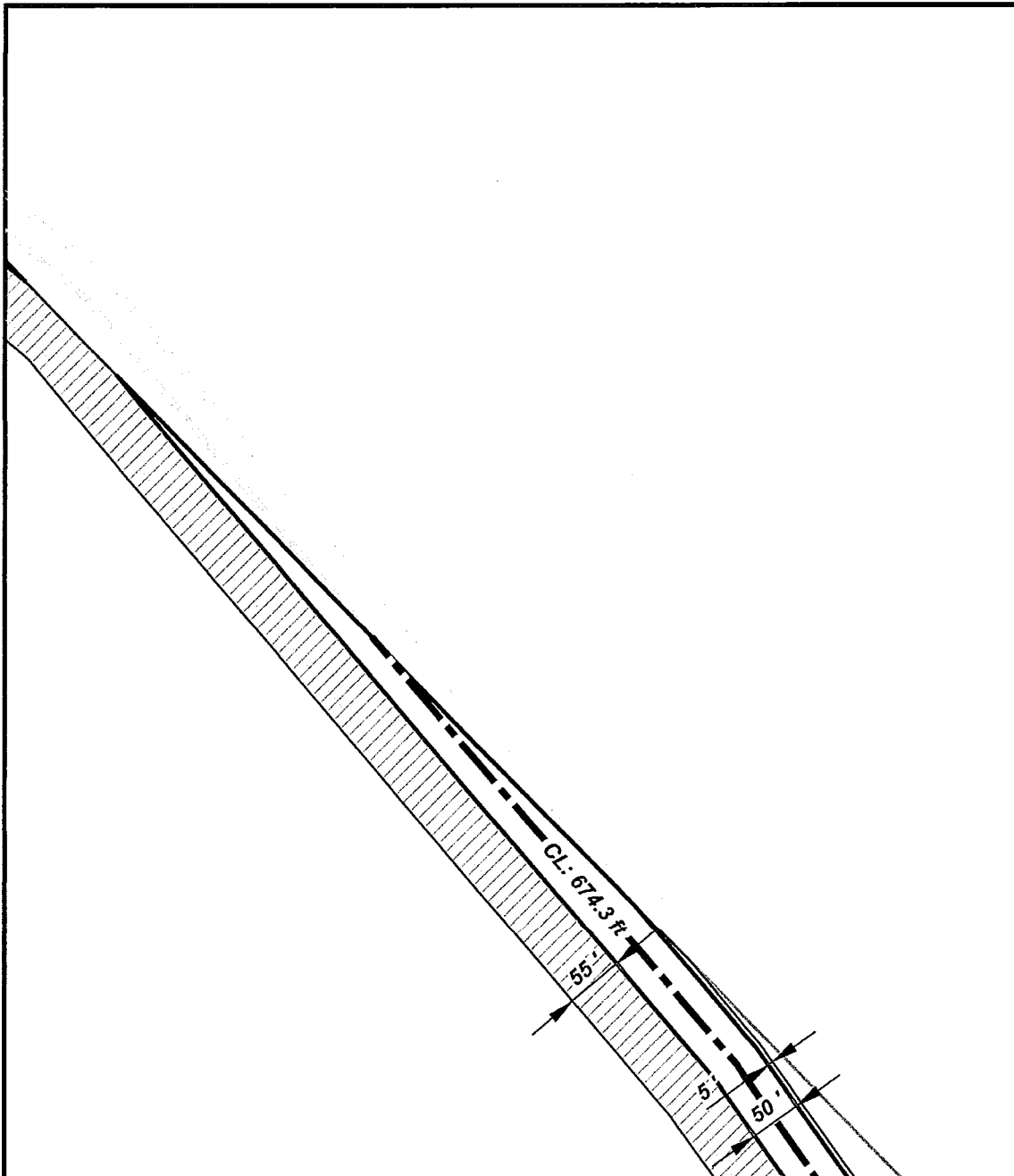
PROPERTY EXHIBIT
CALIFORNIA GIANT, INC
APN: R600077, R628477, R627673 AND R108127

M.P. 226.04 TO M.P. 226.70
T-40 S, R-12 E Sec 27 and 34
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-833.000 (2 of 4)

TRACT: KH-833.000

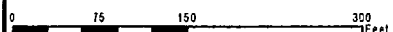
Disclaimer: The pipeline alignment shown is based on a line survey conducted by the project if permission to survey the property was granted by the landowner. The property boundary information was obtained from County tax maps. Because this exhibit is not based on a property survey the actual right-of-way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



Length of Pipeline this Tract: 2861.87 ft

Legend

- Proposed Pipeline
- Permanent Easement = 143,567.557 ft² | 3.296 ac.
- Temporary Extra Work Area = 248,860.347 ft² | 5.713 ac.
- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line



REV
4

REVISED DATE:
12/3/2018

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP



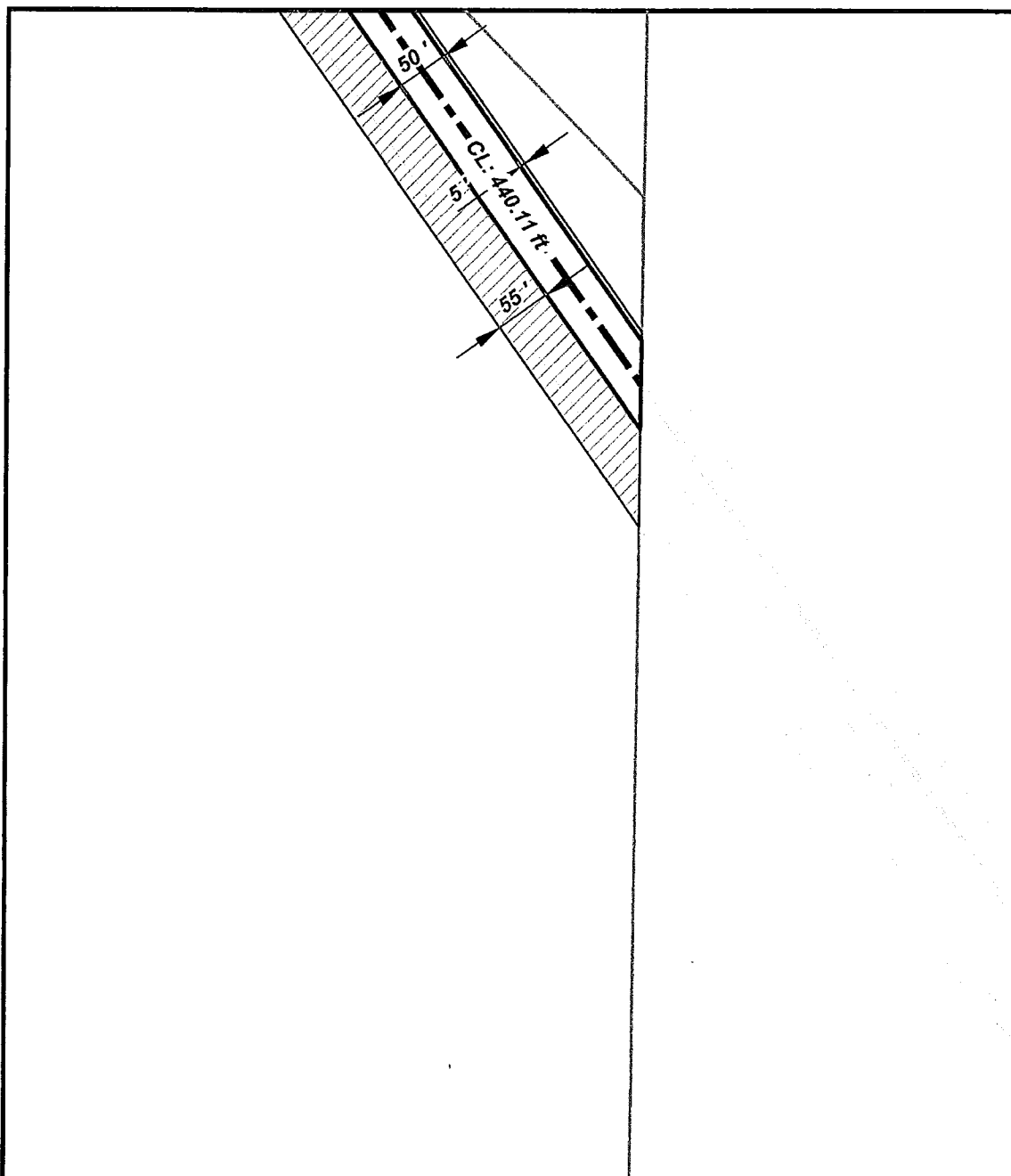
PROPERTY EXHIBIT
CALIFORNIA GIANT, INC
APN: R600077, R628477, R627673 AND R108127

M.P. 226.04 TO M.P. 226.70
T-40 S, R-12 E Sec 27 and 34
KLAMATH COUNTY, OREGON

DWG: 1430.33-X-KH-833.000 (3 of 4)

TRACT: KH-833.000

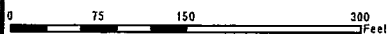
Disclaimer: The pipeline alignment shown is based on a line survey conducted by the project if permission to survey the property was granted by the landowner. The property boundary information was obtained from County tax maps. Because this exhibit is not based on a property survey the actual right-of-way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



Length of Pipeline this Tract: 2861.87 ft

Legend

- Proposed Pipeline
- Permanent Easement = 143,567.557 ft² | 3.296 ac.
- Temporary Extra Work Area = 248,860.347 ft² | 5.713 ac.
- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line



REV
4

REVISED DATE:
12/3/2018

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT
CALIFORNIA GIANT, INC
APN: R600077, R628477, R627673 AND R108127

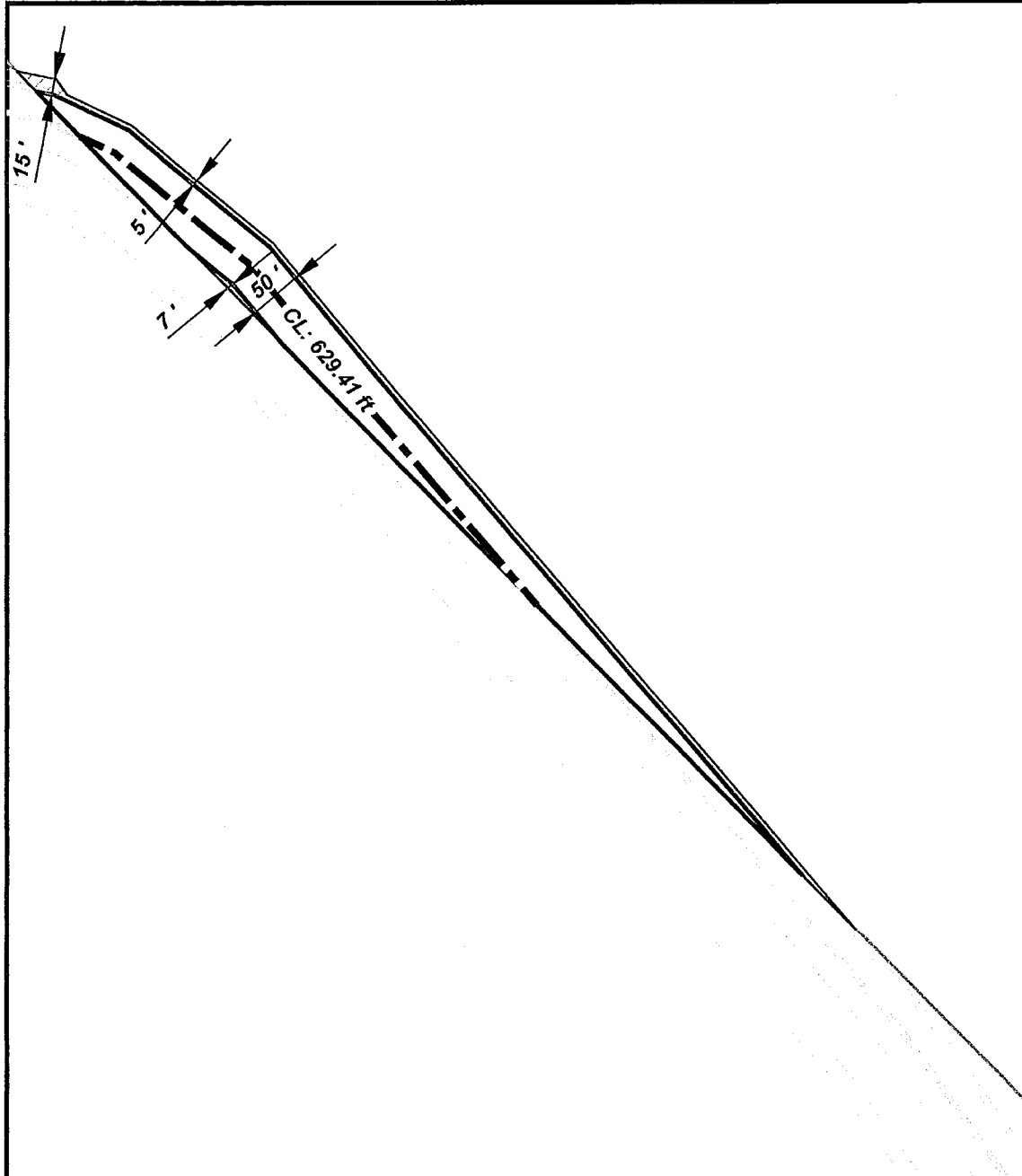
M.P. 226.04 TO M.P. 226.70
T-40 S, R-12 E Sec 27 and 34
KLAMATH COUNTY, OREGON



DWG: 3430.33-X-KH-833.000 (4 of 4)

TRACT: KH-833.000

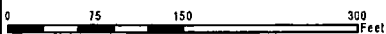
Disclaimer: The pipeline alignment shown is based on a line survey conducted by the project if permission to survey the property was granted by the landowner. The property boundary information was obtained from County tax maps. Because this exhibit is not based on a property survey the actual right-of-way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



Length of Pipeline this Tract: 629.41 ft

Legend

- Proposed Pipeline
- Permanent Easement = 30,995.804 ft² | 0.712 ac.
- Temporary Extra Work Area = 6,230.396 ft² | 0.143 ac.
- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line



REV 3
REVISED DATE: 12/3/2018

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP



PROPERTY EXHIBIT
CALIFORNIA GIANT, INC
APN: R628486

M.P. 226.37 TO M.P. 226.49
T-40 S, R-12 E Sec 34
KLAMATH COUNTY, OREGON

DWG: 3430-33-X-KH-835.000 (1 of 1)

TRACT: KH-835.000

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-833.000

Unsurveyed Parcel 1 of Land Partition 31-10 recorded in Instrument No. 2011-9433, County Clerk of Klamath County, Oregon, being located in Sections 27 and 34, Township 40 South, Range 12 East Willamette Meridian and Section 3, Township 41 South, Range 12 East Willamette Meridian, Klamath County, Oregon.

KH-835.000

That the portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 34, Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Commencing at the Northwest corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$; thence East along the North line to the Northeast corner of said quarter section; thence South along the East line of said quarter section to the Southeast corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$; thence in a straight line Northwesterly to the Northwest corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, the true point of beginning.

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.
-