

2019-002360

Klamath County, Oregon

03/14/2019 11:24:01 AM

Fee: \$127.00

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)

CURT D. MULLIS AND CYNTHIA L. THOMAS-MULLIS, AS TRUSTEES OF MULLIS REVOCABLE LIVING TRUST, UNDER AGREEMENT DATED JUNE 09, 2017

GRANTEE(S)

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

LEGAL DESCRIPTION

THAT CERTAIN PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 39 SOUTH, RANGE 8 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE FULLY DESCRIBED IN THE ATTACHED EXHIBIT B.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

R492158

RIGHT-OF-WAY AND EASEMENT AGREEMENT

THIS RIGHT-OF-WAY AND EASEMENT AGREEMENT ("Agreement") is entered into this 19 day of Dec, 2018, by and among Curt D. Mullis and Cynthia L. Thomas-Mullis, as Trustees of Mullis Revocable Living Trust, under agreement dated June 09, 2017, whose address is 11120 Highway 66, 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 [County], State of Oregon, and legally described as follows:

That certain parcel of land lying in Section 33, Township 39 South, Range 8 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): R492158

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 3.035 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. All repairs or payments of compensation for impacts or damages to the Property resulting from the Work shall be completed as soon as is reasonably possible. 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 demand from Grantor following such abandonment, Grantee shall 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.

If Grantee fails to begin construction of the Facilities on the Property within fifteen (15) years of the Effective Date, Grantor may demand that Grantee execute a relinquishment of this Easement. If construction does not commence within thirty (30) days of such demand, Grantee shall execute and record the relinquishment of the Easement.

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 four (4) 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. Although Grantee has the right to keep the Easement clear without payment as provided above, Grantee shall compensate Grantor at the market price for any crop cultivated by Grantor within the Easement that does not interfere with Grantee's ability to keep the Easement clear and that is damaged or destroyed by 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 19th DAY OF Dec., 2018.

GRANTOR:

Mullis Revocable Living Trust

Curt D. Mullis
Curt D. Mullis, Trustee

GRANTOR:

Mullis Revocable Living Trust

Cynthia L. Thomas-Mullis
Cynthia L. Thomas-Mullis, Trustee

GRANTEE:

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

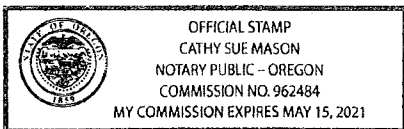
Tony Diace
Tony Diace, Authorized Signatory

ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF Klamath) ss.

On this 19 day of Dec, 2018, personally appeared CURT D Mullis
proven to me to be the Trustee of The Mullis Revocable Living 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:



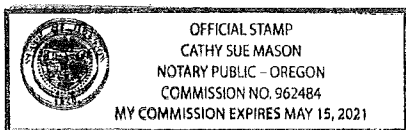
Cathy Mason
Notary Public in and for the State of Oregon
My Commission Expires: May 15, 2021

ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF Klamath) ss.

On this 19 day of Dec, 2018, personally appeared Cynthia L. Thomas Mullis
proven to me to be the Trustee of The Mullis Revocable Living 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:



Cathy Mason
Notary Public in and for the State of Oregon
My Commission Expires: May 15, 2021

ACKNOWLEDGMENT

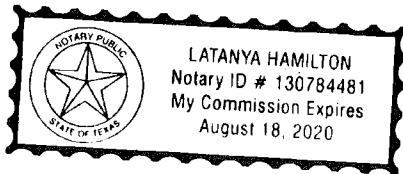
STATE OF TEXAS


COUNTY OF HARRIS

)
) ss.
)

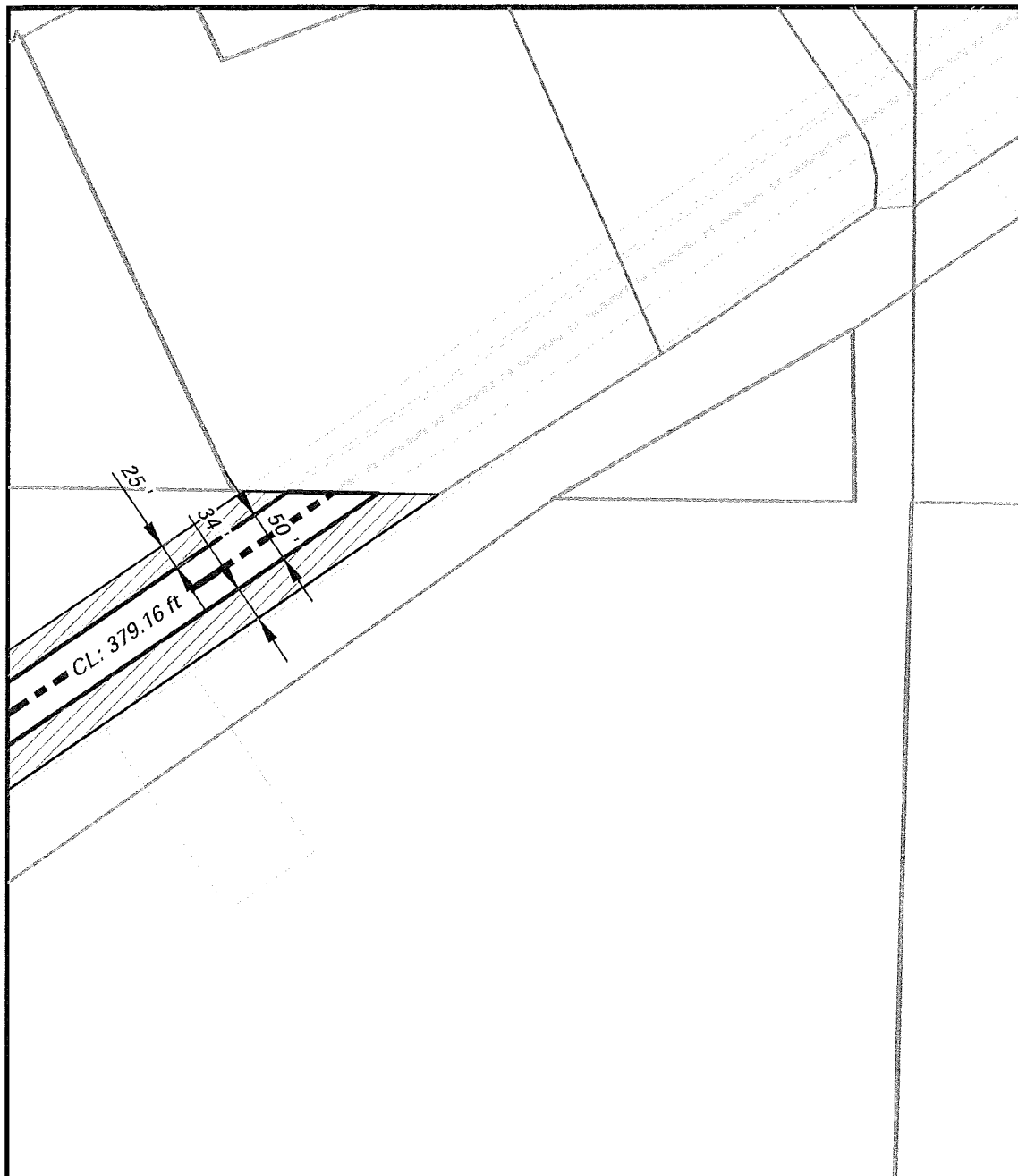
On this 5th day of February, 2019, personally appeared Tony Diocce,
proven to me to be the Authorized Signatory of Pacific Connector Gas Pipeline, LP, acting through
its general partner, Pacific Connector Gas Pipeline, LLC, and acknowledged that she/he signed the
forgoing instrument on behalf of and 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:





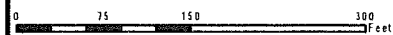
Notary Public in and for the State of Texas
My Commission Expires: August 18, 2020



Length of Pipeline this Tract: 2643.92 ft

Legend

- Proposed Pipeline
- Permanent Easement = 132,196.367 ft² | 3.035 ac.
- Temporary Extra Work Area = 167,334.747 ft² | 3.841 ac.
- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line



REV
5

REVISED DATE:
10/22/2018

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP



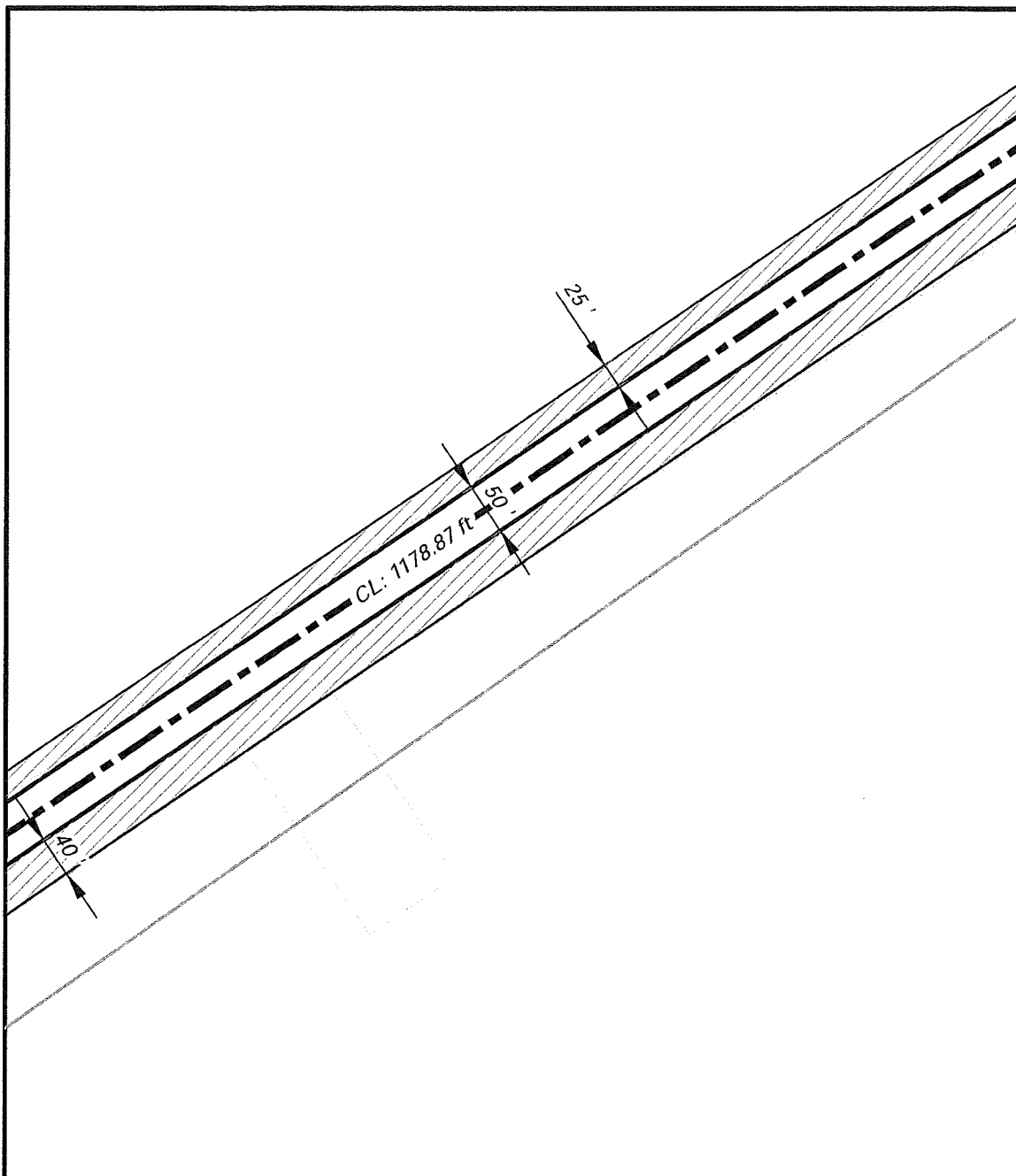
PROPERTY EXHIBIT
MULLIS REVOCABLE LIVING TRUST
APN: R492158

M.P. 193.07 TO M.P. 193.57
T-39 S, R-8 E Sec 33
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-627.000 (3 of 3)

TRACT: KH-627.000

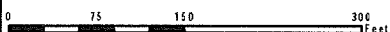
Disclaimer: The pipeline alignment shown is based on a line survey conducted by the project if permission to survey the property was granted by the landowner. The property boundary information was obtained from County tax maps. Because this exhibit is not based on a property survey the actual right-of-way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



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REV
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REVISED DATE:
10/22/2018

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT
MULLIS REVOCABLE LIVING TRUST
APN: R492158

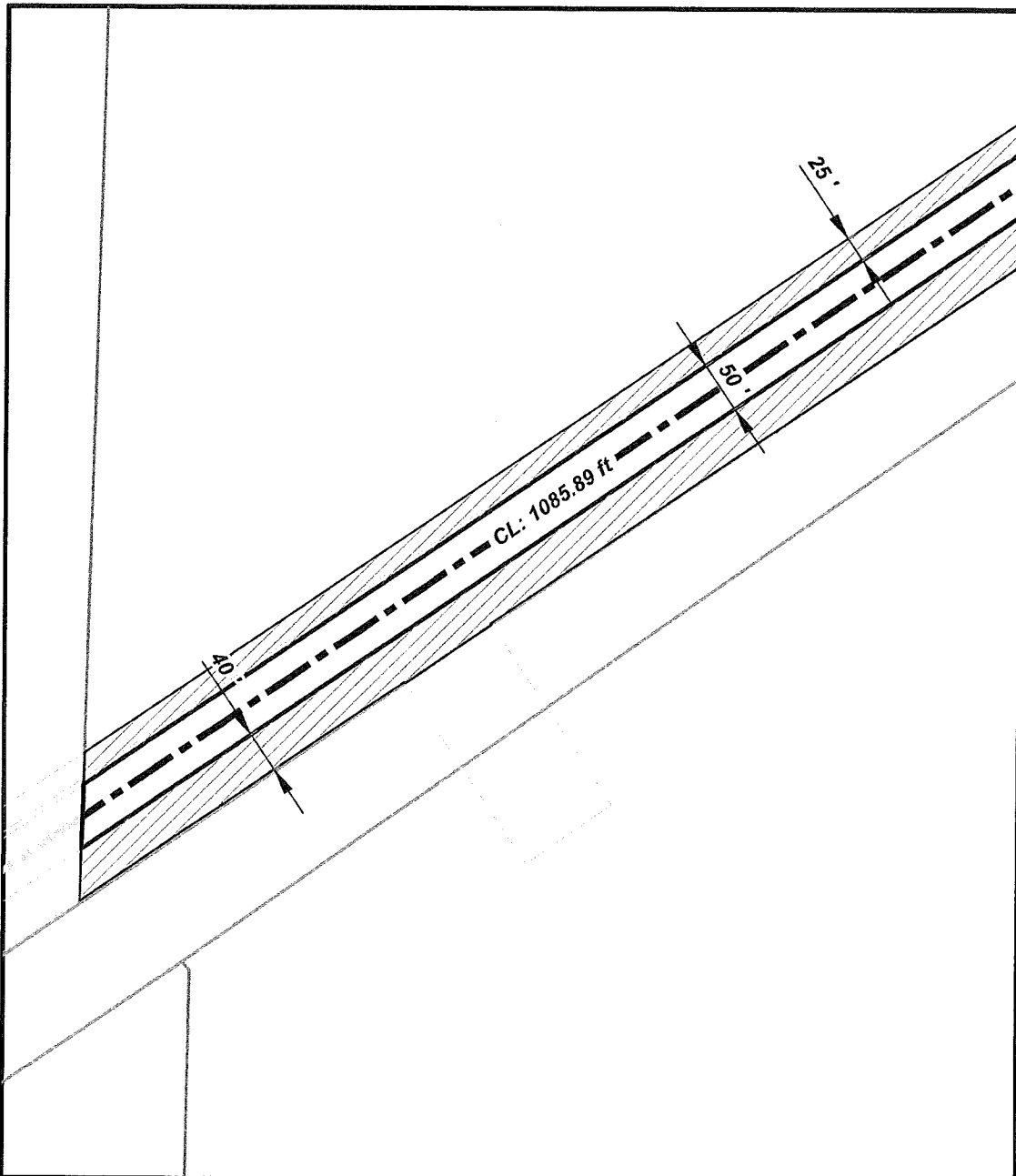
M.P. 193.07 TO M.P. 193.57
T-39 S, R-8 E Sec 33
KLAMATH COUNTY, OREGON



DWG: 3430.33-X-KH-627.000 (2 of 3)

TRACT: KH-627.000

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.

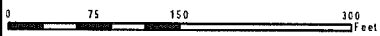


Source: PACIFIC CONNECTOR GAS PIPELINE, LP. DISCLAIMER: 30P-10-10-2018

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REV
5

REVISED DATE:
10/22/2018

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP



PROPERTY EXHIBIT
MULLIS REVOCABLE LIVING TRUST
APN: R492158

M.P. 193.07 TO M.P. 193.57
T-39 S, R-8 E Sec 33
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-627.000 (1 of 3)

TRACT: KH-627.000

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-627.000

That portion of Government Lot 3, Section 33 in Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, lying South of Highway;

LESS AND EXCEPTING: Beginning at a point on the line between Section(s) 28 and 33, which is 660 feet East of the one-quarter corner between two said sections; thence North 233.6 feet to the center line of the Klamath Falls-Ashland Highway; thence South 63°14' West along the center line of said Highway a distance of 354.3 feet; thence South 26°53' East 256.7 feet; thence North 53°44' East 246.8 feet to the fence corner; thence 8.2 feet to the POINT OF BEGINNING, in the County of Klamath, State of Oregon.