

2019-002415

Klamath County, Oregon

03/15/2019 11:12:01 AM

Fee: \$137.00

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)

DONALD J. HOLMSTROM AND KAREN K. HOLMSTROM, AS TENANTS BY THE ENTIRETY

GRANTEE(S)

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

LEGAL DESCRIPTION

THOSE CERTAIN PARCELS OF LAND LYING IN SECTIONS 17, 18, 19 AND 20, TOWNSHIP 39 SOUTH, RANGE 09 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT B.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

R580277 & R580286

RIGHT-OF-WAY AND EASEMENT AGREEMENT

THIS RIGHT-OF-WAY AND EASEMENT AGREEMENT ("Agreement") is entered into this 23 day of JANUARY, 2019, by and among Donald J. Holmstrom and Karen K. Holmstrom, as tenants by the entirety, whose address is 5777 Hwy 97 S, Klamath Falls, Oregon 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 one (1) 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**"). 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. 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 Sections 17, 18, 19 and 20, Township 39 South, Range 09 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): R580277 & R580286

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 2.48 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 portion of the Property between Highway 97 road and the Easement as generally depicted in Exhibit C attached hereto, 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, but not later than eighteen (18) months following completion of construction, 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, subject to compliance with any conditions for approval of the abandonment by the Federal Energy Regulatory Commission (FERC). Unless otherwise directed by FERC, all above ground facilities shall be removed by Grantee at its sole expense. 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.

If Grantee fails to begin construction of the Facilities on the Property within ten (10) 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 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 D attached hereto and made part of this Agreement. Grantor and Grantee agree that Exhibit D may be amended upon the written consent of both parties. If there is a discrepancy between this Agreement and Exhibit D, 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.

In the event the Property is in financial distress, and in order to ensure the continuation of its rights 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.

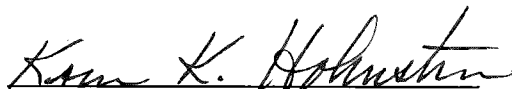
This Agreement may be executed in counterparts so that when taken together, such counterparts constitute a single, fully executed document.

IN WITNESS WHEREOF the parties have EXECUTED THIS CONVEYANCE AND
AGREEMENT THIS 23 DAY OF JANUARY, 2019.

GRANTOR:


Donald J. Holmstrom

GRANTOR:


Karen K. Holmstrom

GRANTEE:

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


Tony Diocce, Authorized Signatory

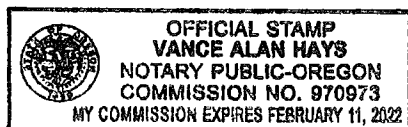
ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF KIAMATH) ss.

On this 23 day of JANUARY, 2019, personally appeared DONALD J Holmstrom
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:

Vance Alan Hays



Notary Public in and for the State of Oregon
My Commission Expires: Feb 11, 2022

ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF KIAMATH) ss.

On this 23 day of JANUARY, 2019, personally appeared KAREN K. Holmstrom
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:

Vance Alan Hays



Notary Public in and for the State of Oregon
My Commission Expires: Feb 11, 2022

ACKNOWLEDGMENT

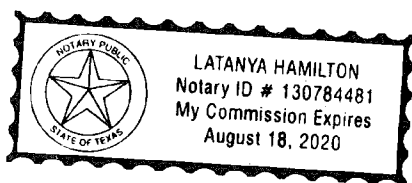
STATE OF TEXAS


)
) ss.
)

COUNTY OF HARRIS

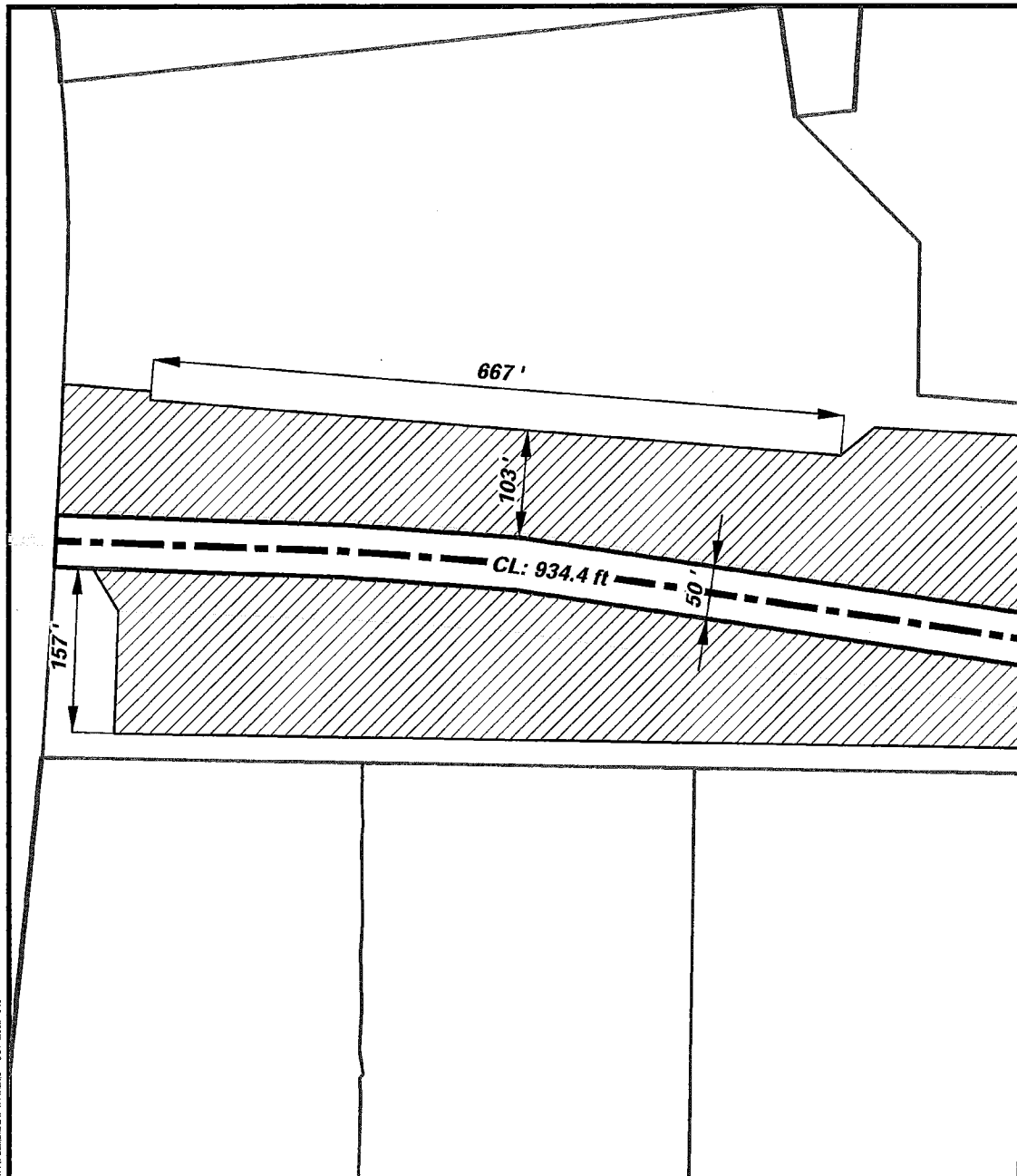
On this 5th day of February, 2019, personally appeared Tony Dicoce, proven to me to be the Authorized Signatory of Pacific Connector Gas Pipeline, LP, acting through its General Partner, Pacific Connector Gas Pipeline, LLC, and acknowledged that she/he signed the forgoing instrument on behalf of and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

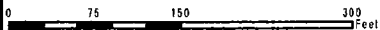


Source: C:\Users\kms\Documents\Projects\330 - Pacific Connector Gas Pipeline\330 - Pacific Connector Gas Pipeline.dwg - JDP: JDP: 4/13

Length of Pipeline this Tract: 1828.68 ft

Legend

- Permanent Easement
- Temporary Extra Work Area = 91,433.994 ft² | 2.099 ac.
- Uncleared Storage Area = 432,039.697 ft² | 9.918 ac.
- Property Line = 0.000 ft² | 0.000 ac.



REV
6

REVISED DATE:
12/4/2018

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT
HOLMSTROM, DONALD J. and KAREN K.
APN: R500206

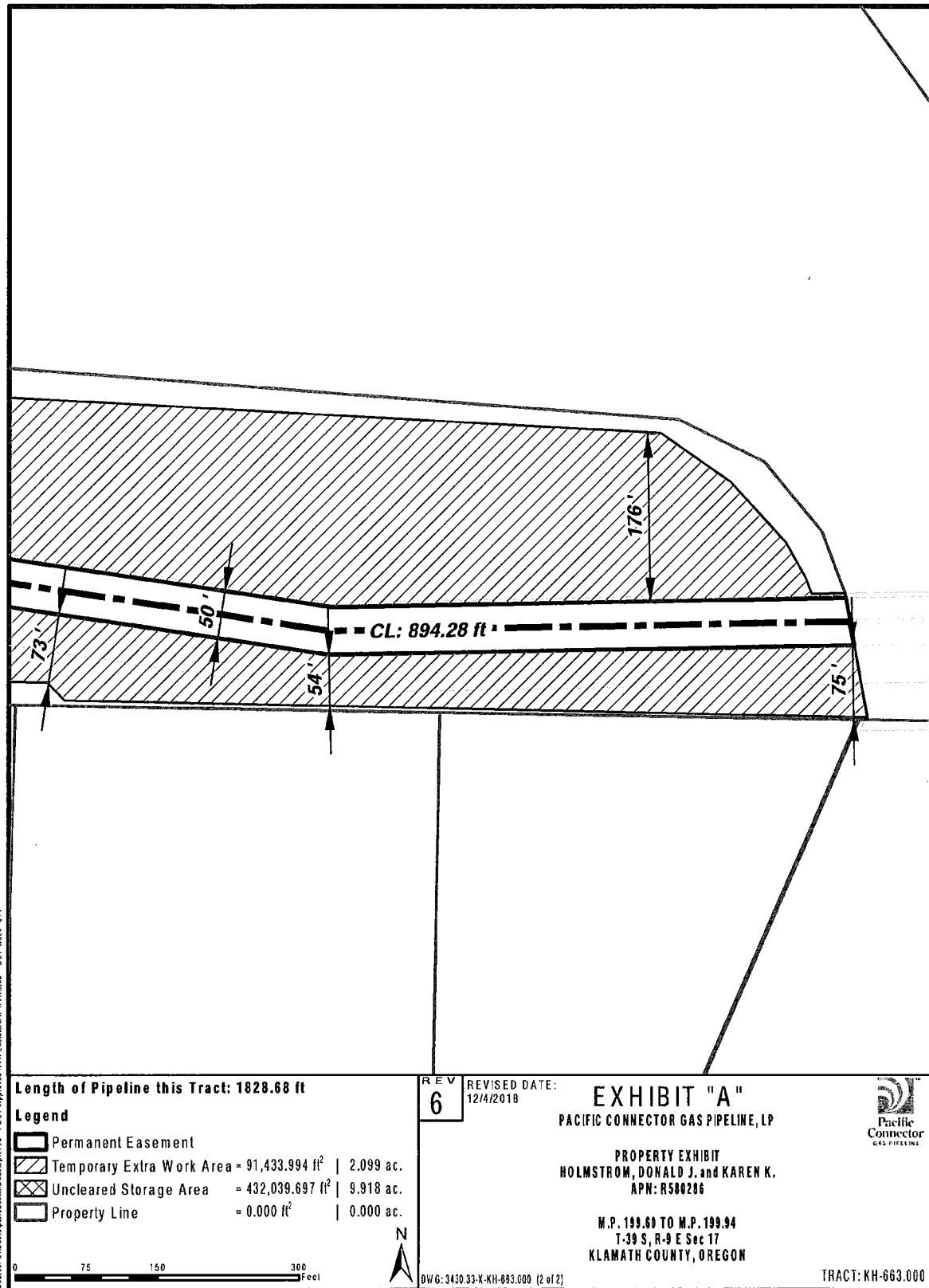
M.P. 199.60 TO M.P. 199.94
T-39 S, R-9 E Sec 17
KLAMATH COUNTY, OREGON



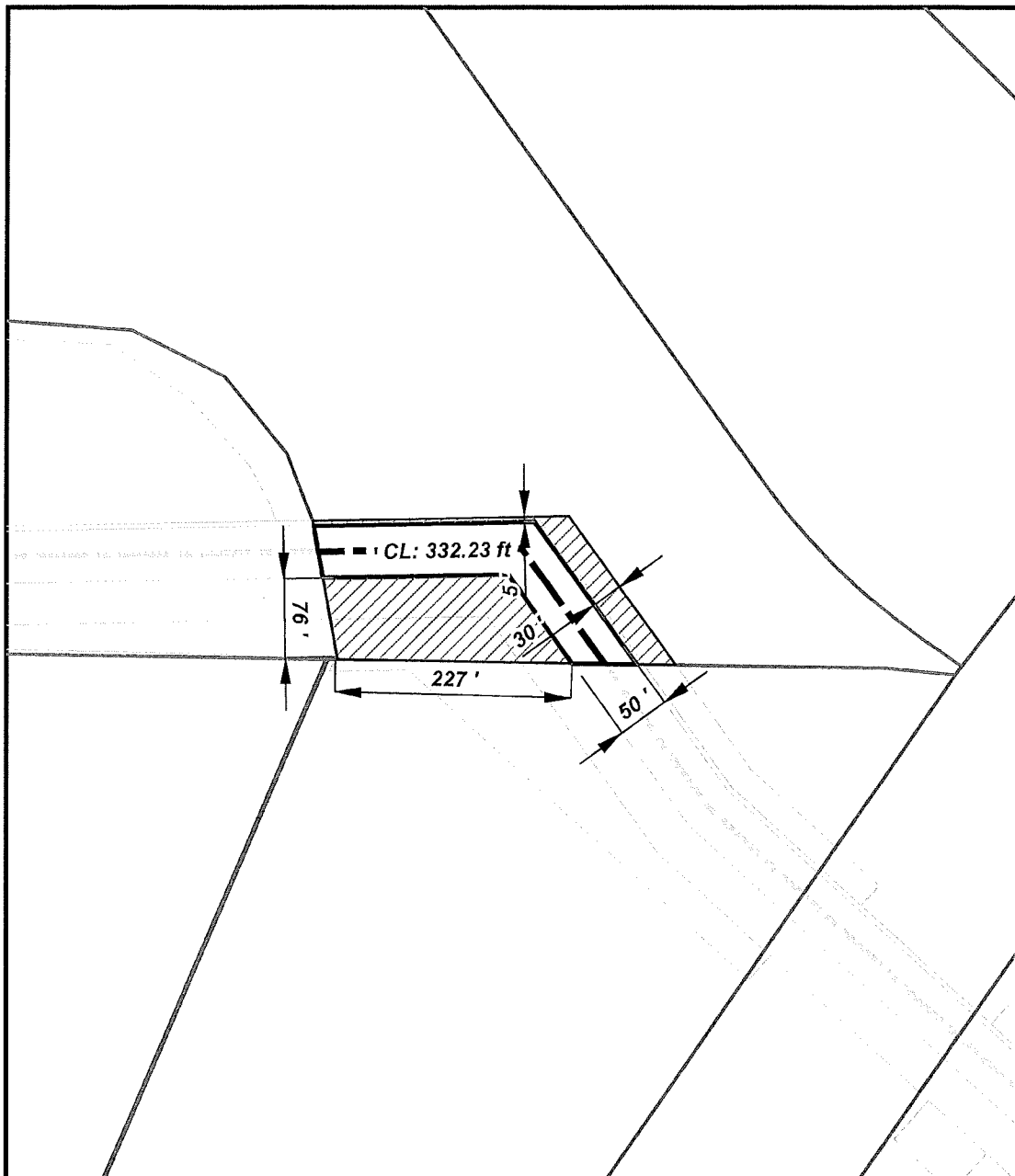
DWG: 3430.33-X-KH-663.000 (1 of 2)

TRACT: KH-663.000

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.



Length of Pipeline this Tract: 332.23 ft

Legend

	Proposed Pipeline		
	Permanent Easement	= 16,611.727 ft ²	0.381 ac.
	Temporary Extra Work Area	= 22,834.526 ft ²	0.524 ac.
	Uncleared Storage Area	= 0.000 ft ²	0.000 ac.
	Property Line		

0 75 150 300 Feet



REV 5
REVISED DATE:
1/17/2019

EXHIBIT "A"

PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT
HOLMSTROM, DONALD J. and KAREN K.
APN: R580277

M.P. 199.94 TO M.P. 200.00
T-39 S, R-9 E Sec 17 & 20
KLAMATH COUNTY, OREGON

TRACT: KH-664.000



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
LEGAL DESCRIPTIONS

KH-663.000

PARCEL 1

A parcel of land situated in Sections 17 and 18, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and being more particularly described as follows:

Commencing at a 5/8 inch iron pin marking the intersection of the Northerly right of way line of Joe Wright Road, a county road, with the Easterly right of way line of the Dalles-California Highway No. 97 in the NE¼ NE¼ of said Section 19; thence North 03° 38' 00" East, along the Easterly right of way line of said Dalles-California Highway, 1220.68 feet to the true point of beginning of this description; thence continuing on said right of way line along the arc of a curve to the left, the chord of which being North 01° 26' 49" East, 538.97 feet to a 5/8 inch iron pin; thence continuing on said right of way line along the arc of a curve to the left, the chord of which being North 04° 10' 16" West, 108.07 feet to a 5/8 inch iron pin; thence leaving said right of way line North 82° 54' 16" East 775.95 feet; thence South 02° 37' 35" West 109.49 feet to a 5/8 inch iron pin; thence South 27° 13' 42" East 140.65 feet to a 5/8 inch iron pin; thence South 00° 25' 37" East 146.14 feet to a 5/8 inch iron pin; thence South 86° 46' 41" East 810.32 feet to a 5/8 inch iron pin; thence South 64° 58' 47" East 100.71 feet to a 5/8 inch iron pin; thence South 40° 33' 44" East 95.24 feet to a 5/8 inch iron pin; thence South 22° 14' 57" East 68.57 feet to a 5/8 inch iron pin; thence South 11° 20' 45" East 135.83 feet to a 5/8 inch iron pin; thence South 89° 48' 30" West 48.43 feet to a 5/8 inch iron pin; thence South 89° 49' 30" West 850.82 feet to a 5/8 inch iron pin; thence South 89° 52' 55" West 951.85 feet to the true point of beginning of this description, with bearings based on recorded Survey No. 1472, as recorded in the office of the Klamath County Surveyor.

KH-664.000

A parcel of land situated in Section 17 and 20, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Commencing at the intersection of the Northerly right of way line of Joe Wright Road, a county road, with the Easterly right of way line of the Dalles-California Highway, U. S. Highway No. 97, in the NE¼ NE¼ of said Section 19; thence North 03°38'00" East, along said Easterly right of way line of the Dalles-California Highway, 1220.68 feet; thence leaving said right of way North 89°52'55" East 951.85 feet to a 5/8 inch iron pin; thence North 89°40'30" East 850.82 feet to a 5/8 inch iron pin; thence North 89°48'30" East 48.43 feet to a 5/8 inch iron pin marking the true point of beginning of this description; thence North 11°20'45" West 135.83 feet to a 5/8 inch iron pin; thence North 22°14'57" West 68.57 feet to a 5/8 inch iron pin; thence North 40°33'44" West 95.24 feet to a 5/8 inch iron pin; thence North 64°58'47" West 100.71 feet to a 5/8 inch iron pin; thence North 86°46'41" West 810.32 feet to a 5/8 inch iron pin; thence North 00°25'37" West 146.14 feet to a 5/8 inch iron pin; thence North 27°13'42" West 140.65 feet to a 5/8 inch iron pin; thence North 02°37'35" East 230.34 feet to a 5/8 inch iron pin; thence North 81°53'08" East 126.58 feet to a 5/8 inch iron pin; thence North 08°58'34" West 390.22 feet to a 5/8 inch iron pin; thence North 49°07'57" East 740.83 feet to a 5/8 inch iron pin on the Westerly right of way line of the U.S.B.R. Lost River Diversion Canal; thence following said Westerly right of way line the following courses and distances: South 00°32' 20" East 239.14 feet, along the arc of a curve to the left (radius = 713.70 feet and central angel = 36°21' 00") 452.79 feet, South 36°53'20" East 194.00 feet, North 53° 06'40" East 20.00 feet, South 36°53'20" East 995. 70 feet, along the arc of a curve to the left (radius = 641.70 feet and central angle = 19°22'00") 216.90 feet, South 56°15'20" East 7.81 feet to the Northwesterly right of way line of the Southern Pacific Railroad; thence North 82°50'02" West 67.34 feet, thence South 89°48'30" West 526.55 feet to the true point of beginning of this description, with bearings based on recorded Survey No. 1472, as recorded in the office of the Klamath County Surveyor.

EXHIBIT C

INGRESS AND EGRESS

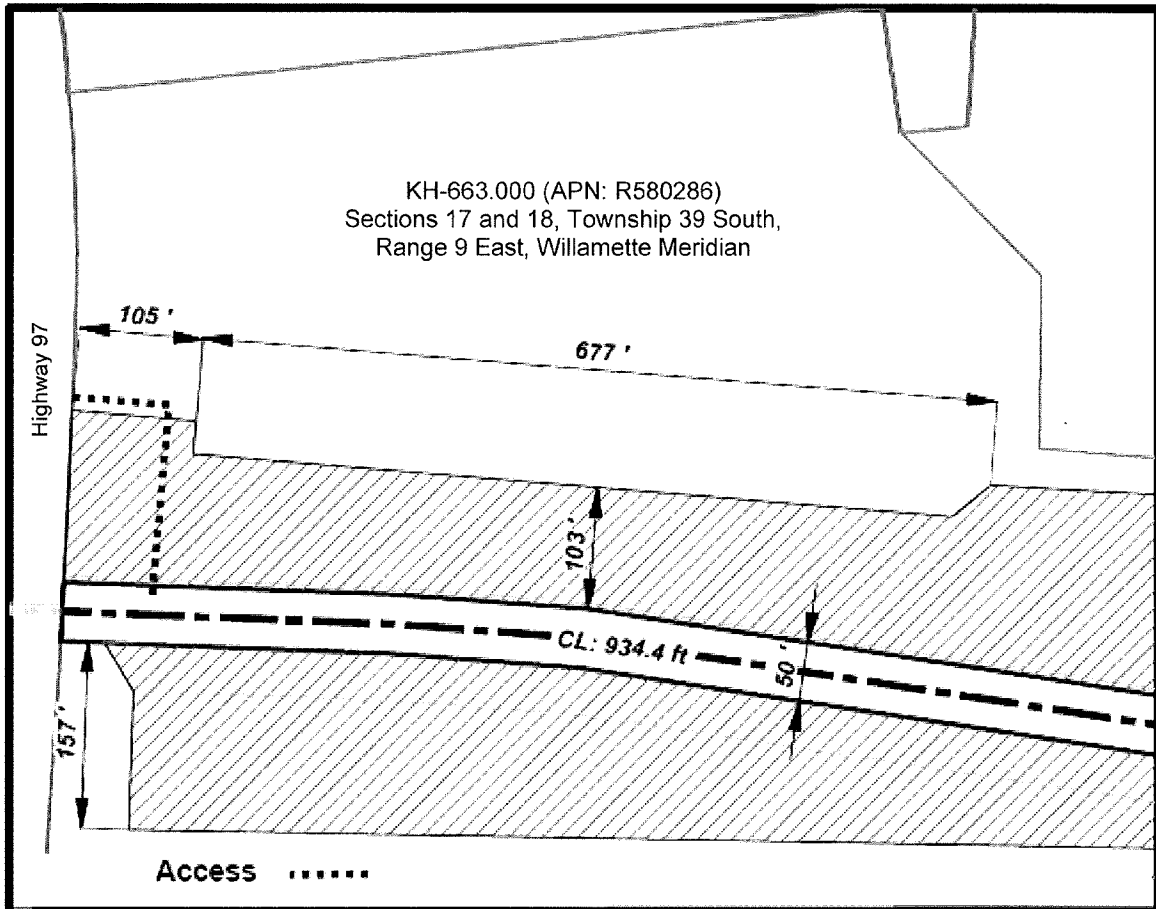


EXHIBIT D

USE STIPULATIONS

1. Grantee agrees to allow Grantor to complete surface grading and ditching across the pipeline that does not exceed twelve (12) inches in order to facilitate irrigation and water flow on the Property.