

2019-003298

Klamath County, Oregon

03/26/2019 08:36:01 AM

Fee: \$117.00

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)

BARRY J. FRANK AND LISA M. FRANK, 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 20, TOWNSHIP 40 SOUTH, RANGE 10 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE FULLY DESCRIBED IN THE ATTACHED EXHIBIT B.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

R98842

RIGHT-OF-WAY AND EASEMENT AGREEMENT

THIS RIGHT-OF-WAY AND EASEMENT AGREEMENT ("**Agreement**") is entered into this 6 day of MARCH, 2019, by and among Barry J. Frank and Lisa M. Frank, as Tenants by the Entirety, whose address is 9808 Washburn Way, 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 20, Township 40 South, Range 10 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): R98842

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 0.564 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.

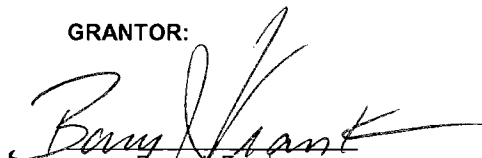
It is mutually understood and agreed that this Agreement and the attached exhibits, as written, cover and include all of the agreements between the parties except as may otherwise be provided in a Temporary Construction Easement Agreement or Access Road Easement Agreement and that no representations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

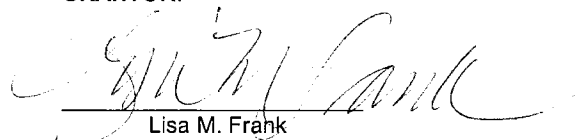
This Agreement may be executed in counterparts so that when taken together, such counterparts constitute a single, fully executed document.

IN WITNESS WHEREOF the parties have EXECUTED THIS CONVEYANCE AND
AGREEMENT THIS 4 DAY OF MARCH, 2019.

GRANTOR:


Barry J. Frank

GRANTOR:


Lisa M. Frank

GRANTEE:

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


, Authorized Signatory

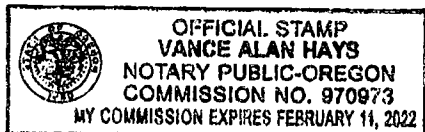
ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF Klamath) ss.

On this 6 day of MARCH, 2019, personally appeared BARRY J. FRANK,
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

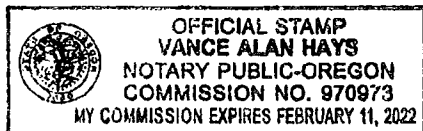
ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF Klamath) ss.

On this 6 day of MARCH, 2019, personally appeared LISA M. FRANK,
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

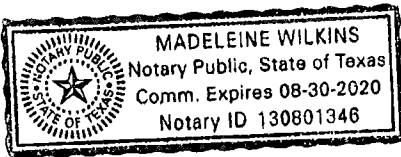
ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HARRIS

)
) ss.
)

On this 21st day of March, 2019, personally appeared Tony Diocel,
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.

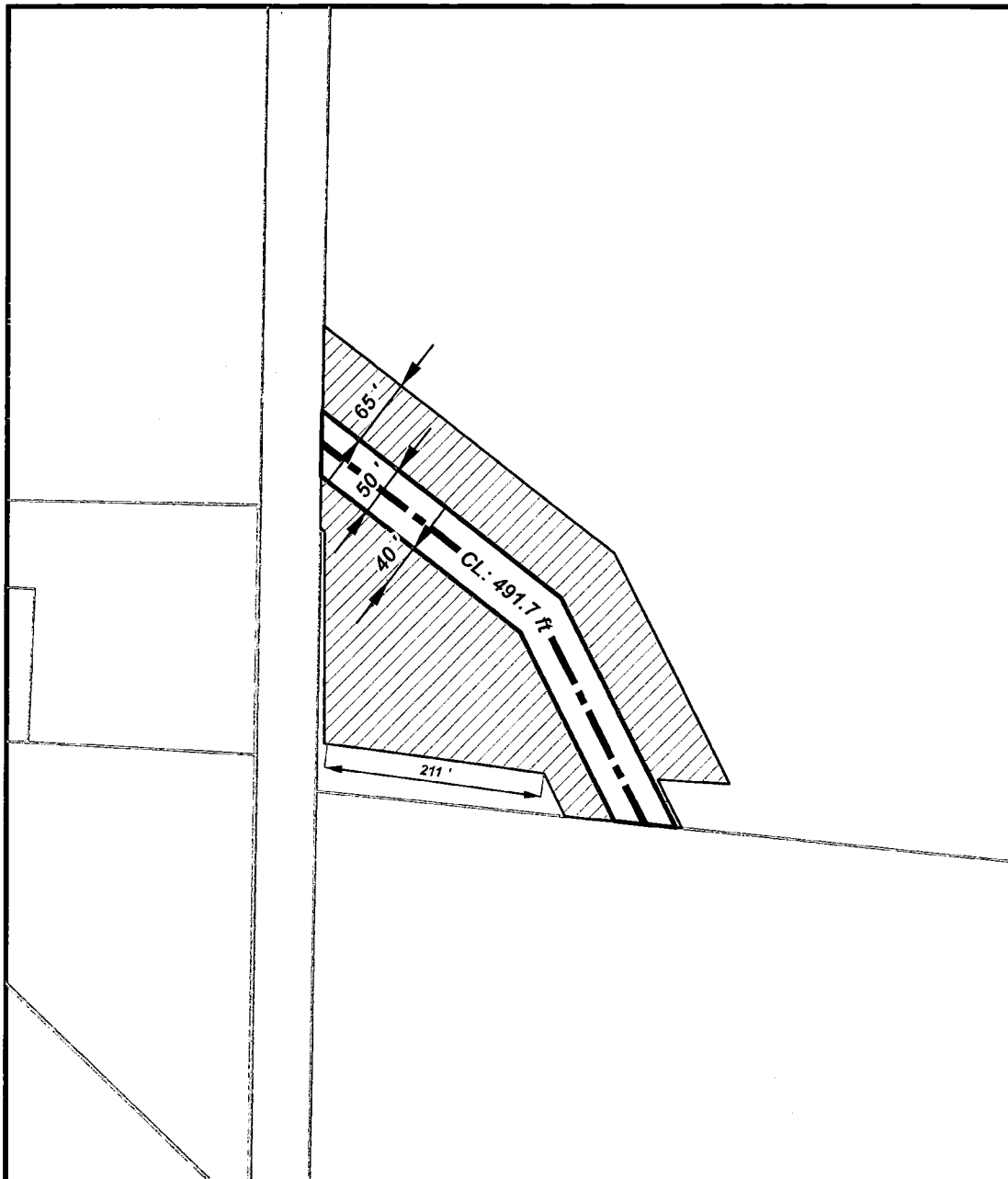
Before me:



Madeleine Wilkins

Notary Public in and for the State of Texas

My Commission Expires: August 30, 2020



Length of Pipeline this Tract: 491.7 ft

Legend

- Proposed Pipeline
- Permanent Easement = 24,584.287 ft² | 0.564 ac.
- Temporary Extra Work Area = 78,640.585 ft² | 1.805 ac.
- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line

REV 3 REVISED DATE: 3/5/2019

EXHIBIT "A"

PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT

BARRY J. FRANK AND LISA M. FRANK

APN: R98842

M.P. 210.17 TO M.P. 210.26

T-40 S, R-10 E Sec 20

KLAMATH COUNTY, OREGON

TRACT: KH-747.000

Source: C:\Users\jfrank\Documents\KH-747.000\KH-747.000.dwg - PCCP Approved RVR Exhibit.dwg RVT, mxd DDP.mxd - 9/16

DWG 3430 33-X KH-747.000 (1 of 1)

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-747.000

That portion of Government Lots 2 and 3 of Section 20, Township 40 South, Range 10 East of the Willamette Meridian, lying Southerly of existing transmission line, and a parcel of land being a portion of the North end of the SE¼ SE¼ of Section 20, more particularly described as follows:

Beginning at the Northwest corner of the said SE¼ SE¼ of Section 20; thence East 1333 feet to line between Sections 20 and 21; thence South 400 feet to drainage ditch of the U.S. Reclamation Service; thence following said ditch North 85° 30' West 1337 feet; thence North 295 feet to the place of beginning, all in Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.