

**2019-003493**

**Klamath County, Oregon**

**04/01/2019 10:07:05 AM**

**Fee: \$132.00**

**RETURN ADDRESS**

PACIFIC CONNECTOR GAS PIPELINE, LLC  
111 SW 5<sup>TH</sup> AVE, SUITE 1100  
PORTLAND, OR 97204

**DOCUMENT TITLE(S): RIGHT-OF-WAY AND EASEMENT AGREEMENT**

**REFERENCE NUMBERS(S) OF RELATED DOCUMENTS**

**GRANTOR(S)**

DANIEL ALVIN BROWN AND SARABETH R. BROWN, AS TENANTS BY THE ENTIRETY

**GRANTEE(S)**

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

**LEGAL DESCRIPTION**

THAT CERTAIN PARCEL, OR PARCELS OF LAND LYING IN SECTION 27, TOWNSHIP 40 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE FULLY DESCRIBED IN THE ATTACHED EXHIBIT B.

**ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER**

R773979 & R773988

## RIGHT-OF-WAY AND EASEMENT AGREEMENT

**THIS RIGHT-OF-WAY AND EASEMENT AGREEMENT ("Agreement")** is entered into this 14 day of MARCH, 2019, by and among Daniel Alvin Brown and Sarabeth R. Brown, as tenants by the entirety, whose address is PO Box 131, Merrill, Oregon 97633 ("**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, or parcels of land lying in Section 27, Township 40 South, Range 11 East of the 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): R773979 & R773988

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 2.389 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 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 14 DAY OF MARCH, 2019.

GRANTOR:

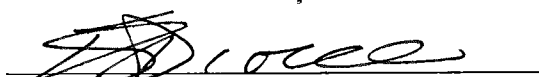
  
Daniel Alvin Brown

GRANTOR:

  
Sarabeth R. Brown

GRANTEE:

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

  
, Authorized Signatory

ACKNOWLEDGMENT

STATE OF OREGON )  
COUNTY OF KIAMATH ) ss.

On this 14 day of MARCH, 2019, personally appeared Daniel Alvin Brown, 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

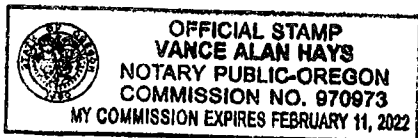
Notary Public in and for the State of Oregon  
My Commission Expires: Feb 11, 2022

ACKNOWLEDGMENT

STATE OF OREGON )  
COUNTY OF KIAMATH ) ss.

On this 14 day of MARCH, 2019, personally appeared SARABETH R. BROWN, 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

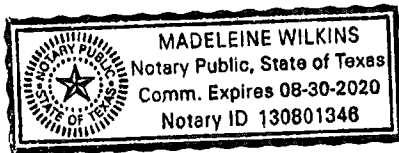
ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF HARRIS

)  
) ss.  
)

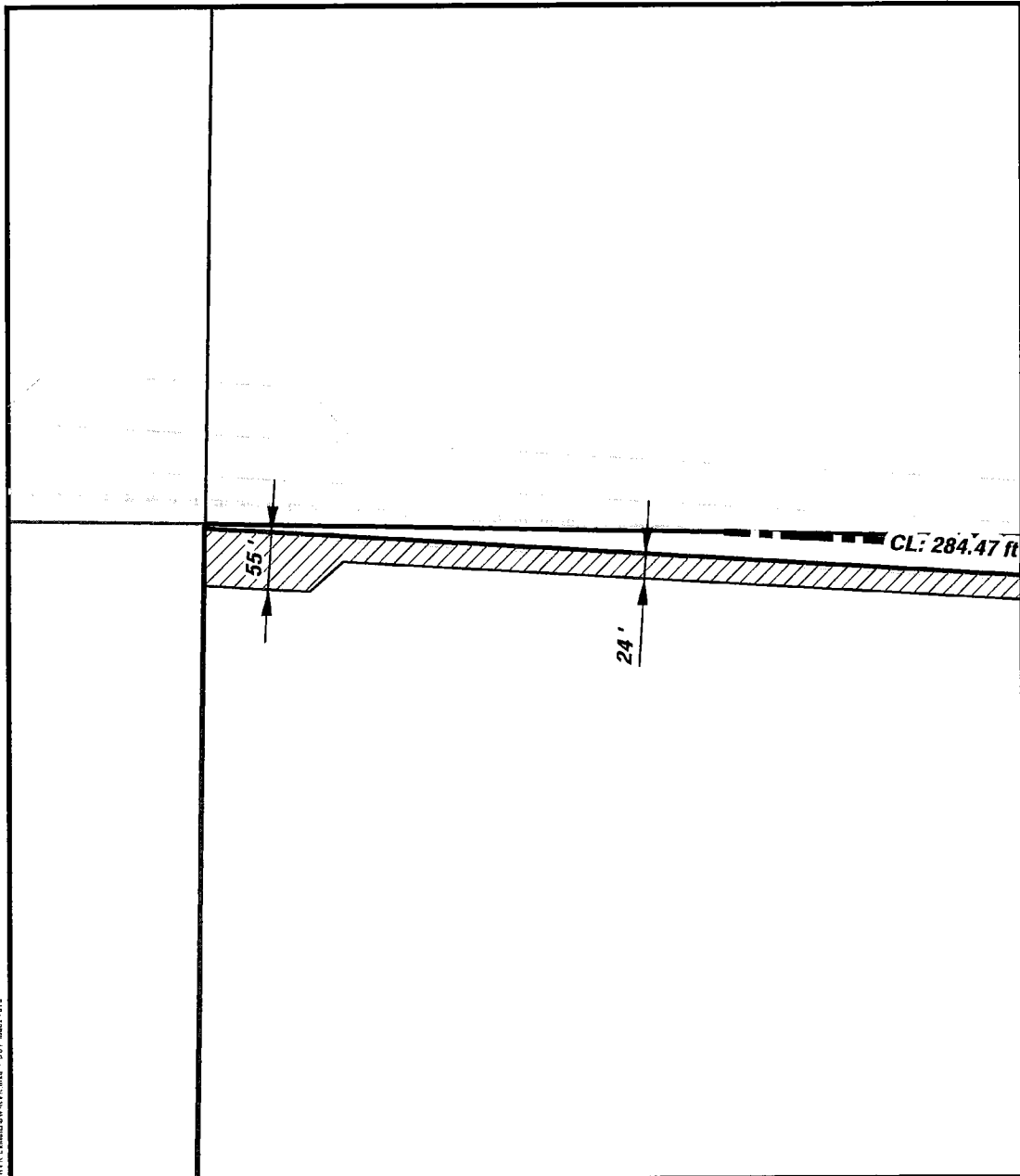
On this 21<sup>st</sup> day of March, 2019, personally appeared Tony Diocce,  
proven to me to be the Authorized Signatory of Pacific Connector Gas Pipeline, LP, acting through its  
general partner, Pacific Connector Gas Pipeline, LLC, and acknowledged that she/he signed the forgoing  
instrument on 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:



Madeleine Wilkins

Notary Public in and for the State of Texas  
My Commission Expires: August 30, 2020



Source: Current GIS data for the project, PGC's proposed RVS, Easement, RVS, and - DDP, Index: 378

Length of Pipeline this Tract: 2085.78 ft

**Legend**

- Proposed Pipeline
- Permanent Easement = 104,076.136 ft<sup>2</sup> | 2.389 ac.
- Temporary Extra Work Area = 102,000.284 ft<sup>2</sup> | 2.342 ac.
- Uncleared Storage Area = 0.000 ft<sup>2</sup> | 0.000 ac.
- Property Line

0 75 150 300 Feet



REV  
3

REVISED DATE:  
3/12/2019

**EXHIBIT "A"**  
PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT  
BROWN, DANIEL ALVIN and SARABETH R.  
APN: R773979, R773980

M.P. 218.84 TO M.P. 219.33

T-40 S, R-11 E Sec 27

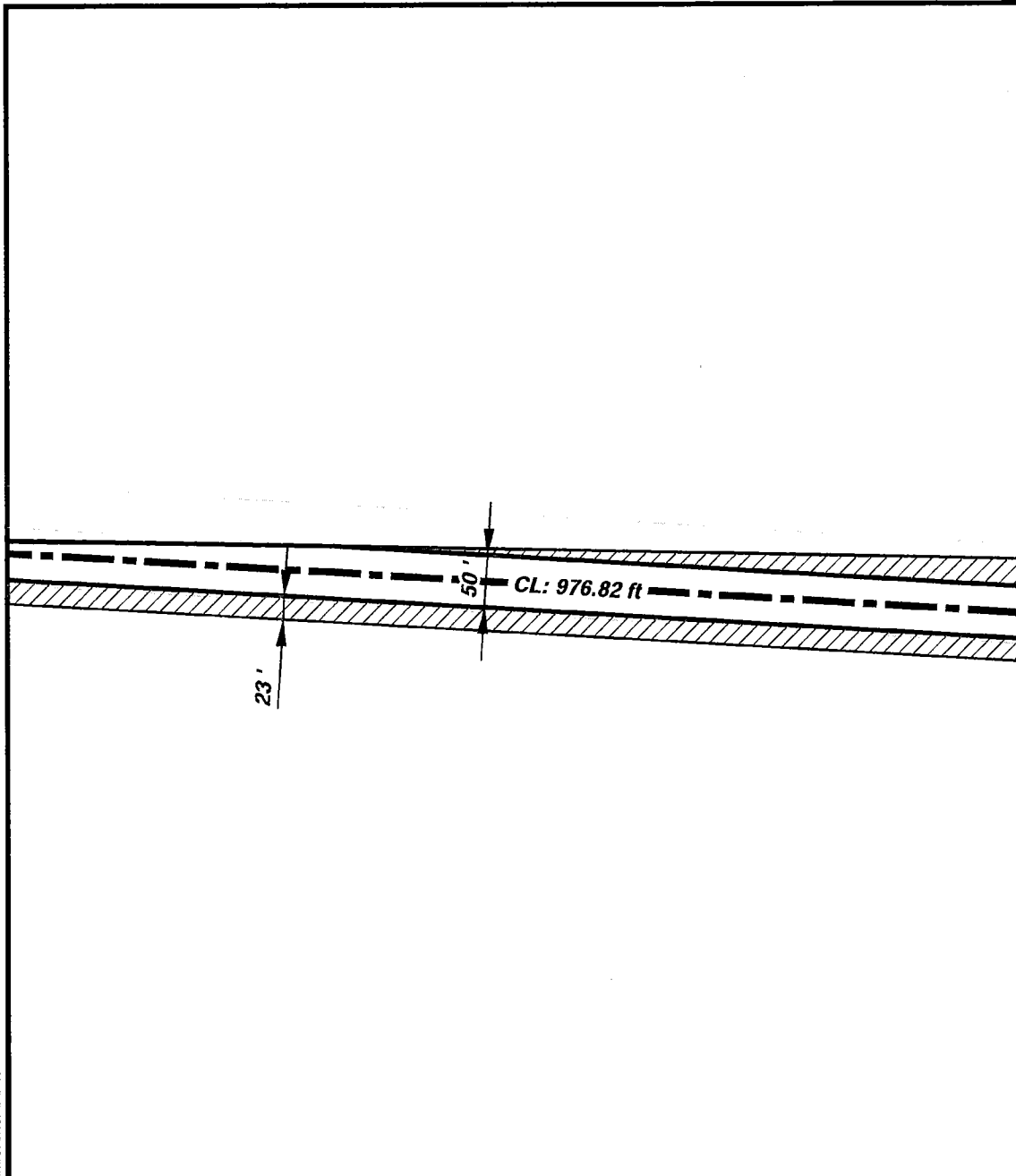
KLAMATH COUNTY, OREGON



TRACT: KH-800.000  
KH-800.000-A (KH-803.000)

DWG: 3430.33-X-KH-800.000 (1 of 3)

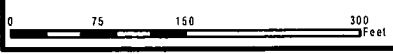
**Disclaimer:** The pipeline alignment shown is based on a line survey conducted by the project if permission to survey the property was granted by the landowner. The property boundary information was obtained from County tax maps. Because this exhibit is not based on a property survey the actual right-of-way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



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- Property Line



REV  
3

REVISED DATE:  
3/12/2019

**EXHIBIT "A"**  
PACIFIC CONNECTOR GAS PIPELINE, LP



PROPERTY EXHIBIT  
BROWN, DANIEL ALVIN and SARABETH R.  
APN: R773979, R773988

M.P. 218.84 TO M.P. 219.33  
T-40 S, R-11 E Sec 27  
KLAMATH COUNTY, OREGON

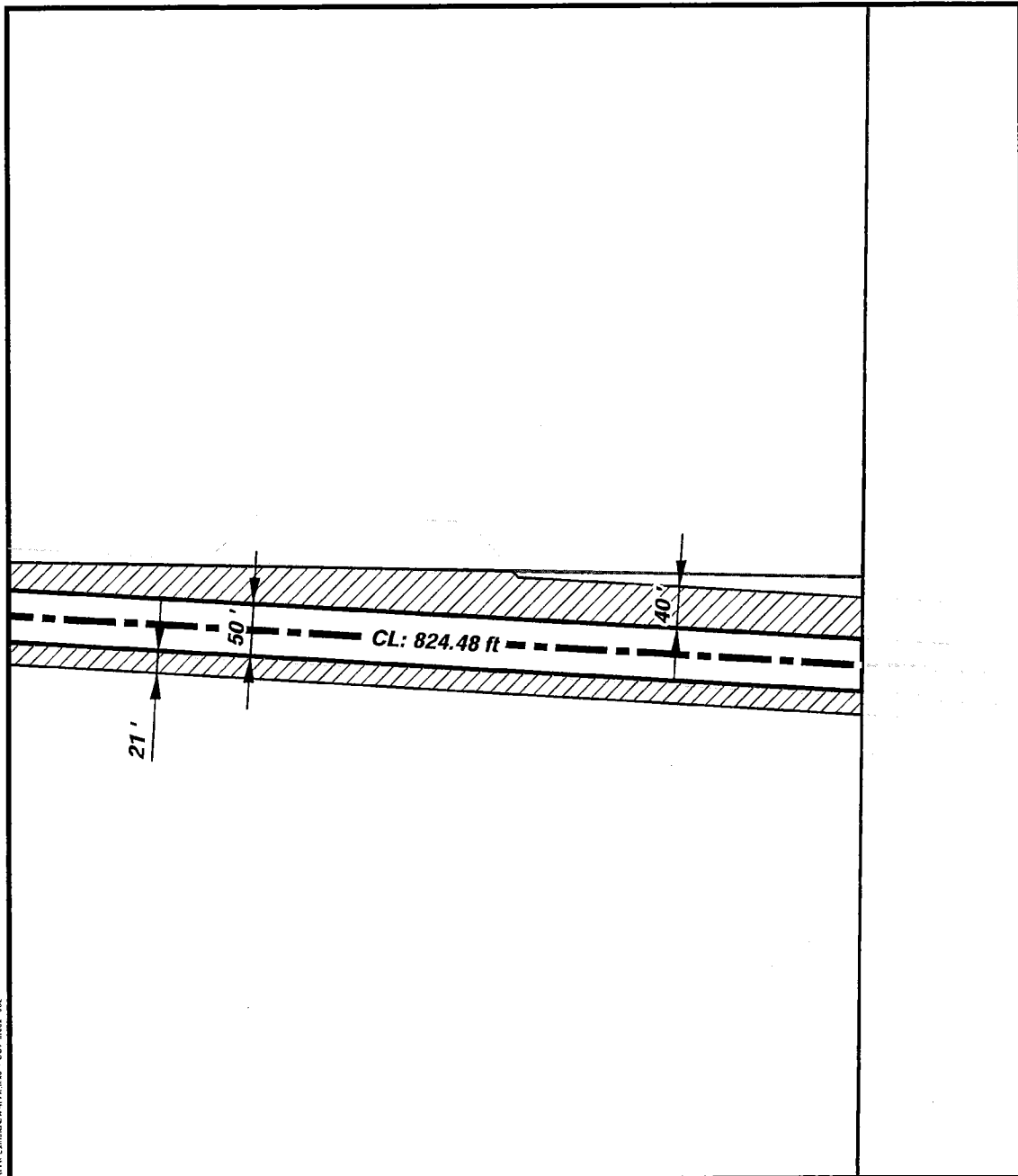
TRACT: KH-800.000  
KH-800.000-A (KH-803.000)

DWG: 3430.33-X-KH-800.000 (2 of 3)

**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: C:\Users\j\Documents\2019\3430.33-X-KH-800.000.dwg - PCD Approved R/W Exhibit.dwg - DDP Meter - 879





Length of Pipeline this Tract: 2085.78 ft

**Legend**

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- Property Line

0 75 150 300 Feet



REV  
3

REVISED DATE:  
3/12/2019

**EXHIBIT "A"**  
PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT  
BROWN, DANIEL ALVIN and SARABETH R.  
APN: R773979, R773988

M.P. 218.84 TO M.P. 219.33  
T-40 S, R-11 E Sec 27  
KLAMATH COUNTY, OREGON

TRACT: KH-800.000  
KH-800.000-A (KH-803.000)



**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-800.000**  
**KH-800.000-A (KH-803.000)**

The S½ of the N½ of the NW¼ of Section 27, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING THEREFROM; any portion lying within the right of way of Pope Road.

### 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.
2. During construction of the pipeline, Grantee agrees to install a minimum depth of five (5) feet of cover and to install in-trench noise dampening material adjacent to Grantor's residence. If further noise mitigation is deemed necessary by the Grantor after start of operation of the pipeline, Grantee will install further landscape barriers including dirt berm and/or vegetation cover between Grantee's pipeline and Grantor's residence as mutually agreed by the parties.
3. Prior to construction, Grantee agrees to perform an ambient sound study at Grantor's residence, which is located approximately 250-feet south of the proposed Facilities. If requested by Grantor, a second ambient sound study will be performed at the same location post construction and prior to start of pipeline operations.

After the start of pipeline operations, if an appreciable increase in ambient noise level such as 5 to 10 dB is observed at Grantor's residence, Grantee agrees to assess the observed change in noise level to determine if the noise is emanating from Grantee's Facilities and, if so, to offer mutually agreeable mitigation measures to address the increase in ambient noise from Grantee's Facilities. Mutually agreeable mitigation measures could include compensation for an earthen berm and/or landscaping with trees or shrubs to provide a sound screen between the Facilities and the Grantor's residence until the recorded noise is within 5 to 10 dB of the initial ambient measure."