

**2019-006913**

**Klamath County, Oregon**

**06/19/2019 04:05:01 PM**

**Fee: \$157.00**

**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)**

RABO AGRIFINANCE LLC

**GRANTEE(S)**

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

**LEGAL DESCRIPTION**

THOSE CERTAIN PARCELS OF LAND LYING IN SECTIONS 01 & 02, TOWNSHIP 40 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**

R91518, R91466, R91233, R91215, R91359, R91199 & R91171

## RIGHT-OF-WAY AND EASEMENT AGREEMENT

THIS RIGHT-OF-WAY AND EASEMENT AGREEMENT ("Agreement") is entered into this 4th day of January, 2019, by and among RABO Agrifinance, LLC, whose address is 14767 N. Outer 40 Road, Suite 400, Chesterfield, Missouri 63017 ("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 Sections 01 & 02, Township 40 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): R91518, R91466, R91233, R91215, R91359, R91199 & R91171

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 7.422 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.

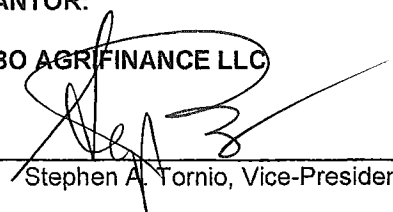
The terms, conditions and provisions of this Agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties. Each and every easement, covenant, condition, restriction and agreement contained herein shall constitute a covenant running with the land in favor of the land thereby burdened.

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 4th DAY OF January, ~~2018~~ 2019 8th

GRANTOR:

RABO AGRIFINANCE LLC

By:   
Stephen A. Tornio, Vice-President

GRANTEE:

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

  
Tony Diocce, Authorized Signatory

ACKNOWLEDGMENT

STATE OF ~~MISSOURI~~ <sup>Wisconsin</sup> )

COUNTY OF St. Croix ) ss.

ROBYN MURPHY  
Notary Public  
State of Wisconsin

On this 4<sup>th</sup> day of January, in the year 2019, before me, a Notary Public in and for said state, personally appeared Stephen Tornio, Vice President of Rabo Agrofinance LLC, known to me to be the person who executed the within instrument or conveyance on behalf of said entity and acknowledged to me that he or she executed the same for the purposes therein stated.

[Signature]  
Notary Public

Print Robyn Murphy

My commission expires: 3/15/2020

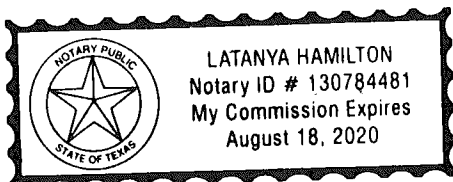
ACKNOWLEDGMENT

STATE OF TEXAS )

COUNTY OF HARRIS ) ss.

On this 20<sup>th</sup> day of January, <sup>19<sup>th</sup></sup> 2018, 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:

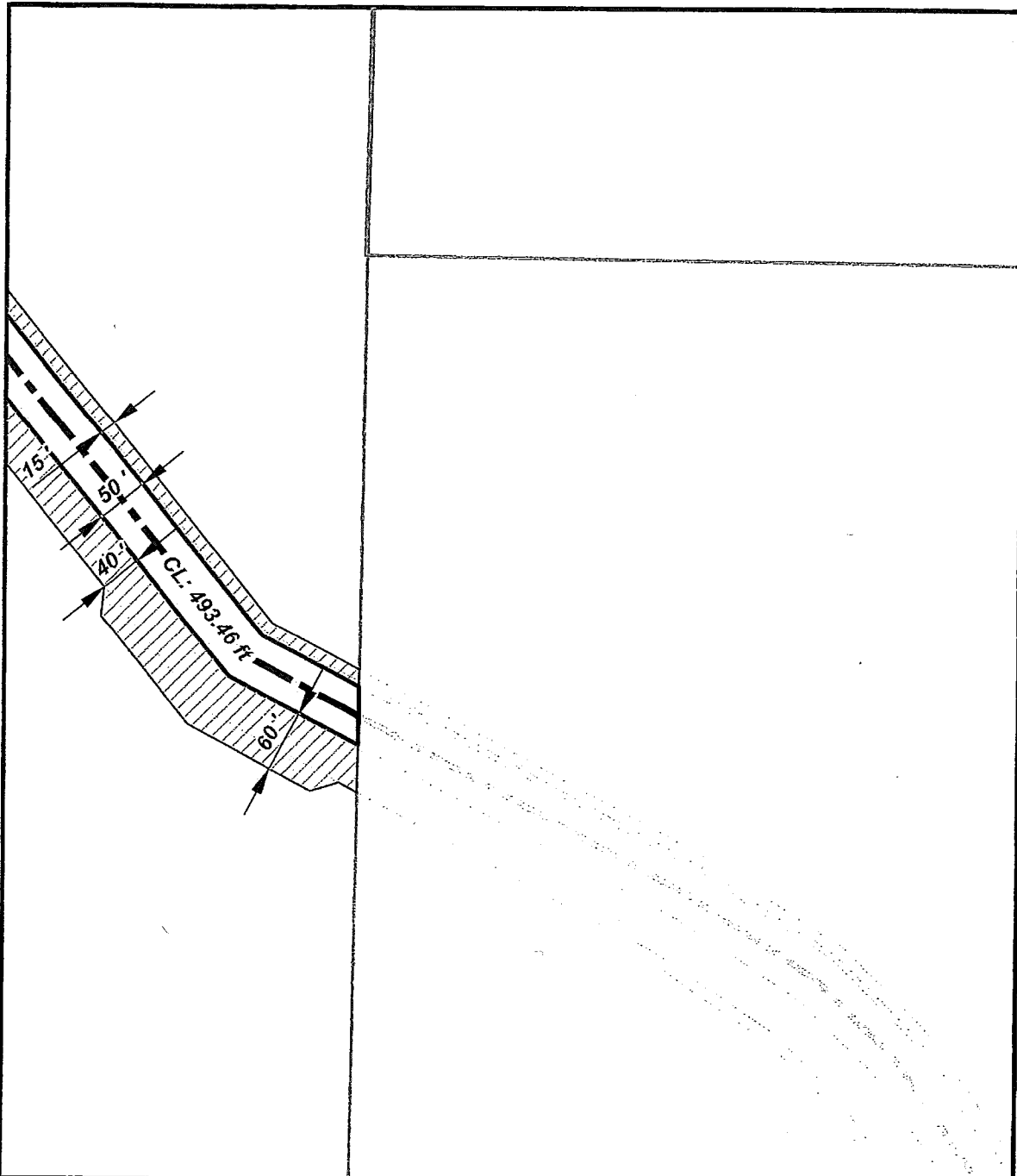


[Signature]  
Notary Public in and for the State of Texas

My Commission Expires: August 18, 2020



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Length of Pipeline this Tract: 1538.86 ft

**Legend**

- Proposed Pipeline
- Permanent Easement = 76,944.450 ft<sup>2</sup> | 1.766 ac.
- Temporary Extra Work Area = 189,814.411 ft<sup>2</sup> | 4.358 ac.
- Uncleared Storage Area = 0.000 ft<sup>2</sup> | 0.000 ac.
- Property Line

0 75 150 300 Feet



REV 5  
REVISED DATE:  
12/13/2018

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

PROPERTY EXHIBIT  
RABO AGRIFINANCE, LLC  
APN: R91518 AND R91466

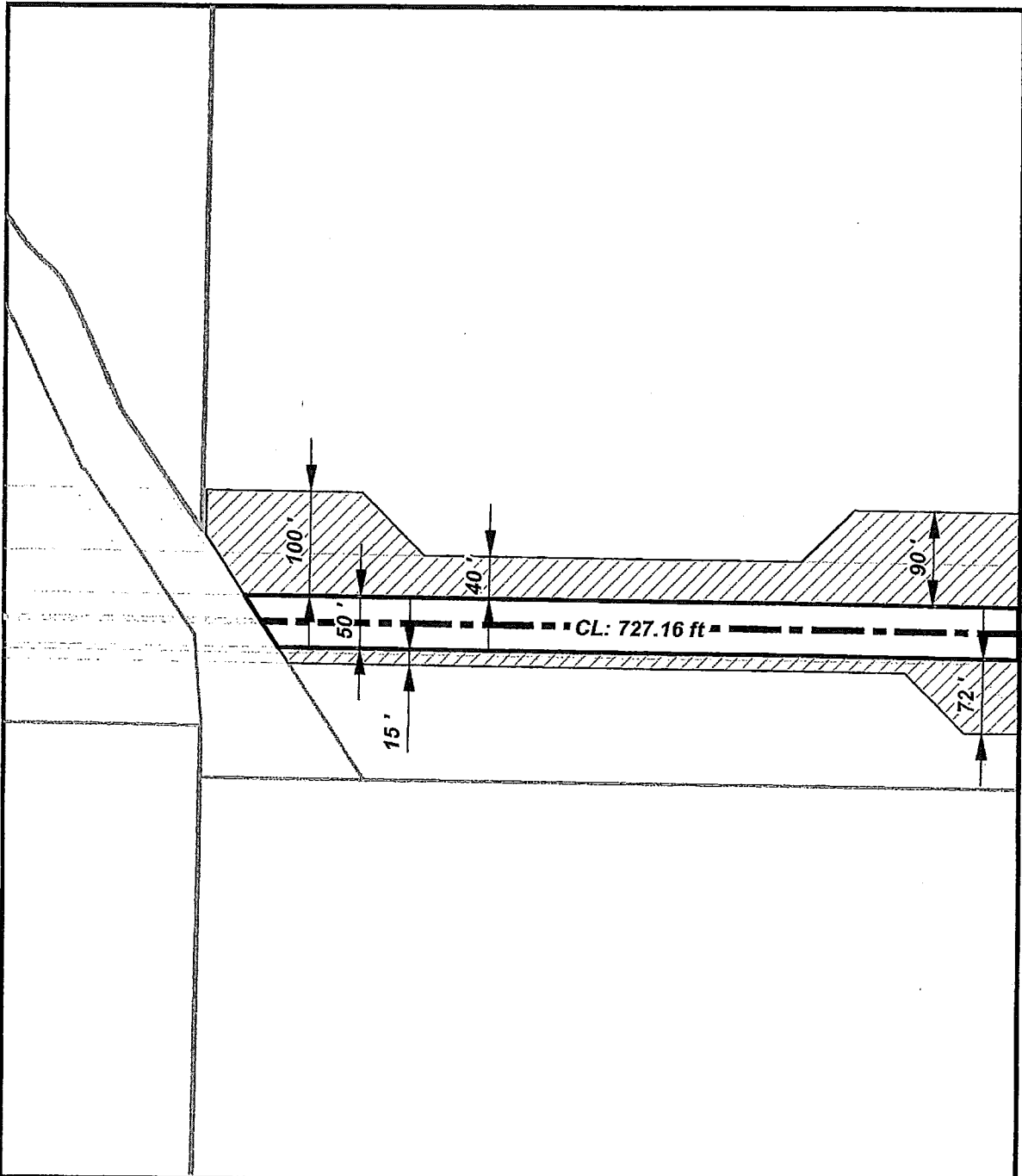
M.P. 204.66 TO M.P. 204.83  
T-40 S, R-9 E Sec 2  
KLAMATH COUNTY, OREGON



DWG: 3430.33-X-KH-702.000 (2 of 2)

TRACT: KH-702.000

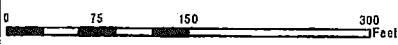
**Disclaimer:** The pipeline alignment shown is based on a line survey conducted by the project if permission to survey the property was granted by the landowner. The property boundary information was obtained from County tax maps. Because this exhibit is not based on a property survey the actual right-of-way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



Length of Pipeline this Tract: 957.6 ft

**Legend**

	Proposed Pipeline		
	Permanent Easement	= 47,879.870 ft <sup>2</sup>	1.099 ac.
	Temporary Extra Work Area	= 87,086.541 ft <sup>2</sup>	1.999 ac.
	Uncleared Storage Area	= 0.000 ft <sup>2</sup>	0.000 ac.
	Property Line		



REV  
4

REVISED DATE:  
12/13/2018

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

PROPERTY EXHIBIT  
RABO AGRIFINANCE, LLC  
APN: R91233

M.P. 205.51 TO M.P. 205.70  
T-40 S, R-9 E Sec 2  
KLAMATH COUNTY, OREGON

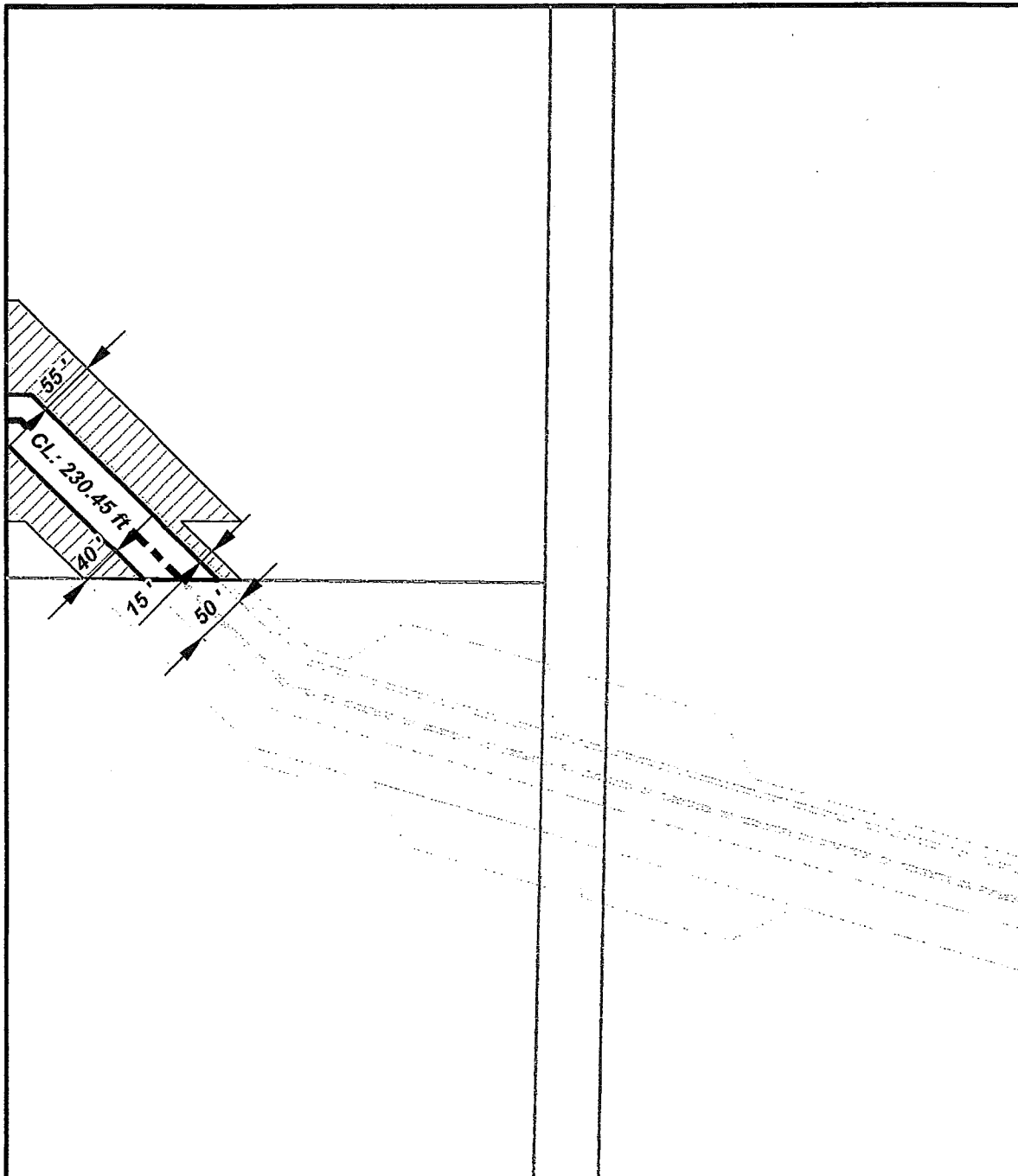
DWG: 3430.33-X-KH-709.000 (1 of 2)

TRACT: KH-709.000



**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: 957.6 ft

**Legend**

- Proposed Pipeline
- Permanent Easement = 47,879.870 ft<sup>2</sup> | 1.099 ac.
- Temporary Extra Work Area = 87,086.541 ft<sup>2</sup> | 1.999 ac.
- Uncleared Storage Area = 0.000 ft<sup>2</sup> | 0.000 ac.
- Property Line

0 75 150 300 Feet



REV  
4

REVISED DATE:  
12/13/2018

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

PROPERTY EXHIBIT  
RABO AGRIFINANCE, LLC  
APN: R91233

M.P. 205.51 TO M.P. 205.70  
T-40 S, R-9 E Sec 2  
KLAMATH COUNTY, OREGON

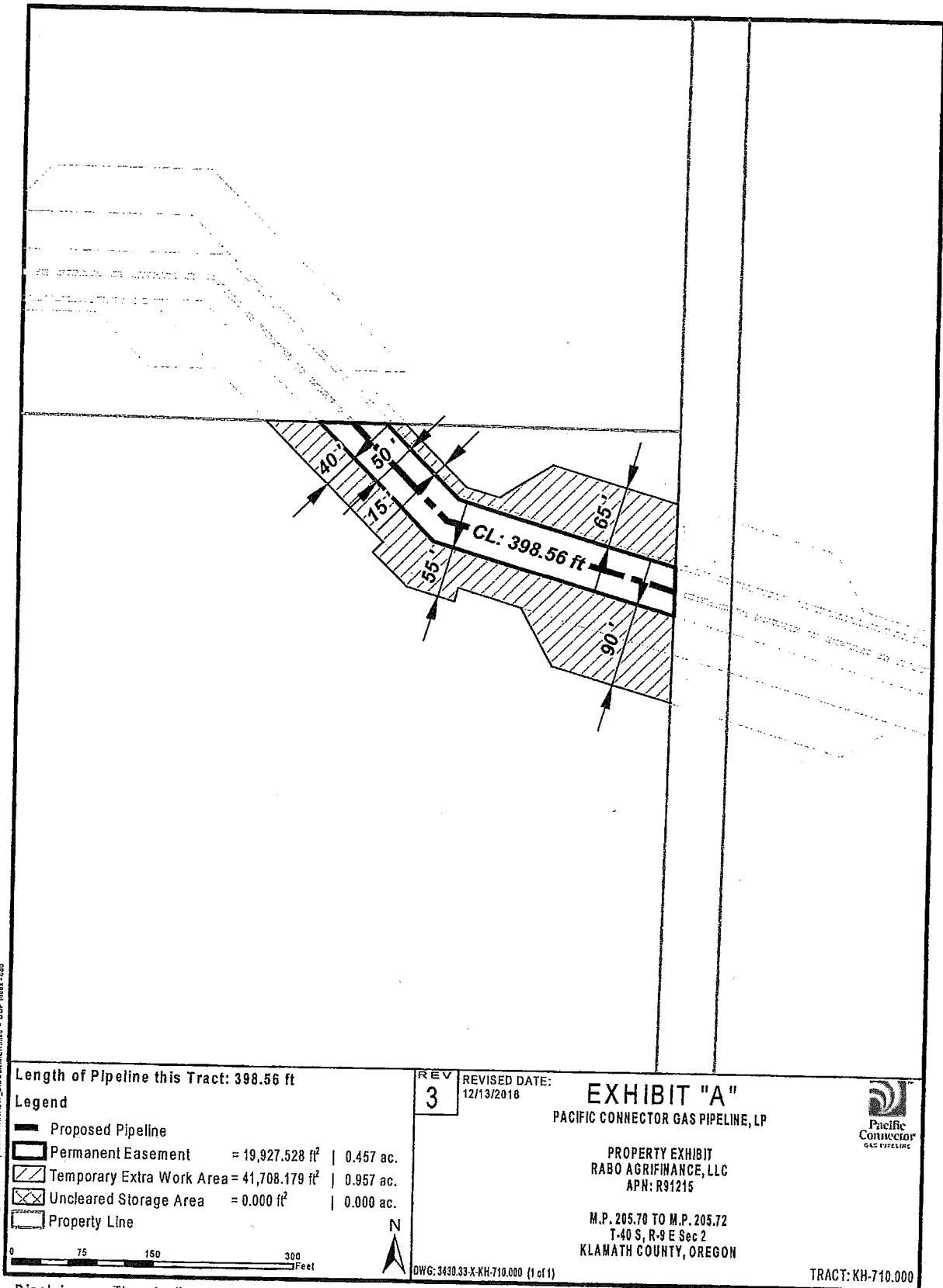


DWG: 3430.33-X-KH-709.000 (2 of 2)

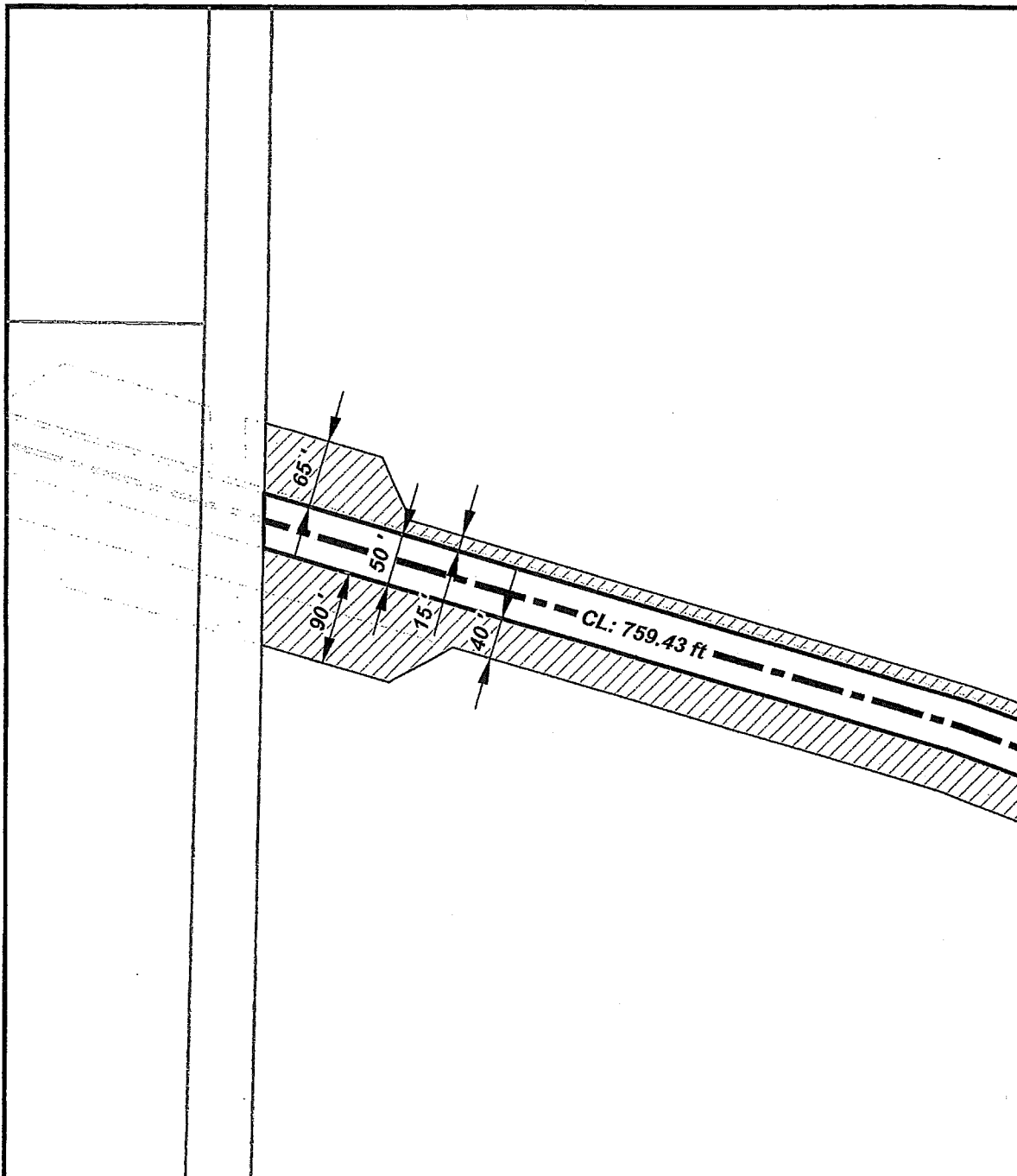
TRACT: KH-709.000

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Source: P:\PROJ\JCH\Work\Landowner\BY DISCLAIMER.mxd - DDP Inter-220



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: 1354.03 ft

**Legend**

- Proposed Pipeline
- Permanent Easement = 67,701.610 ft<sup>2</sup> | 1.554 ac.
- Temporary Extra Work Area = 116,149.696 ft<sup>2</sup> | 2.666 ac.
- Uncleared Storage Area = 0.000 ft<sup>2</sup> | 0.000 ac.
- Property Line

0 75 150 300 Feet



REV  
3

REVISED DATE:  
12/13/2018

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



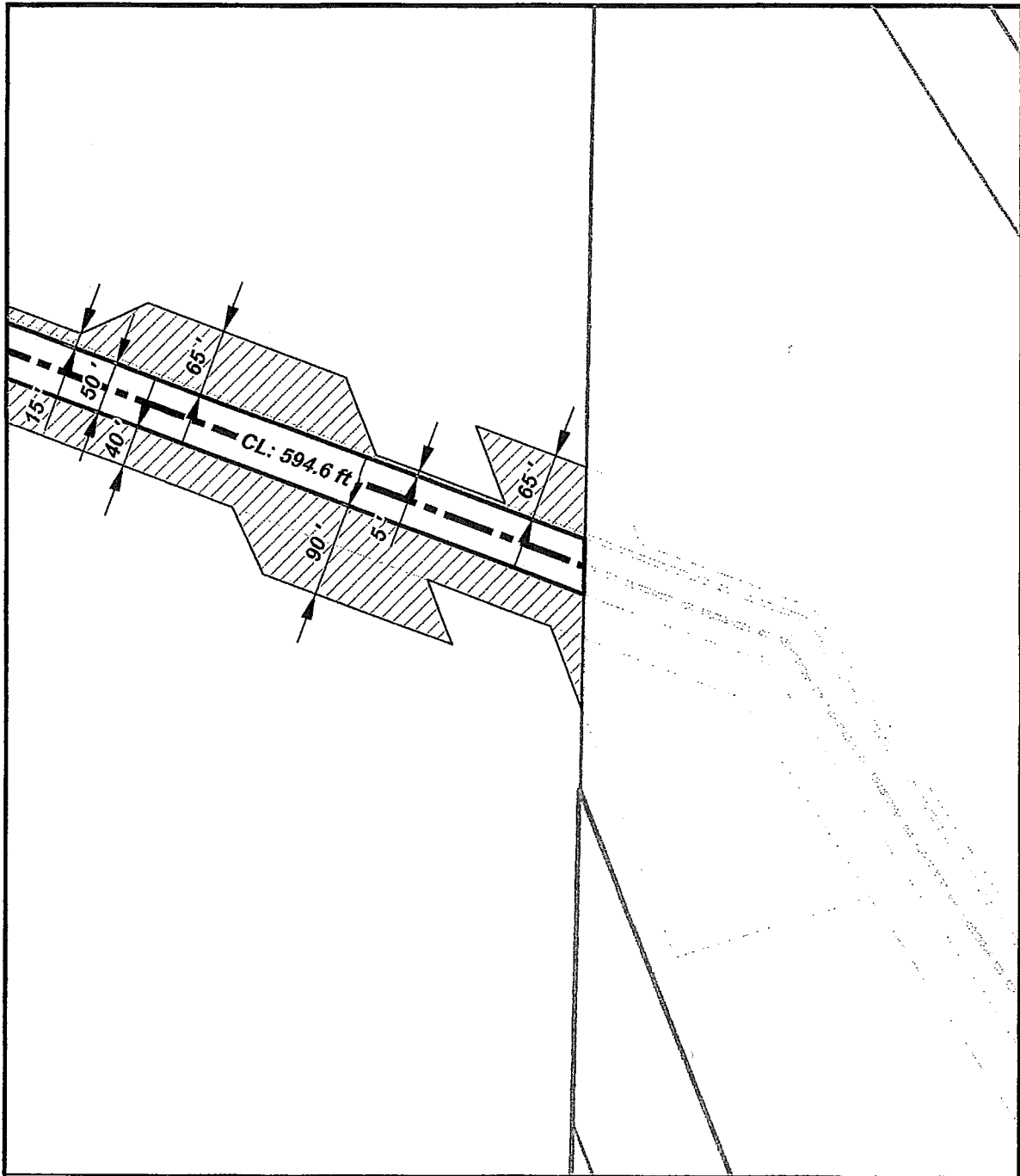
PROPERTY EXHIBIT  
RABO AGRIFINANCE, LLC  
APH: R91199

M.P. 205.73 TO M.P. 205.99  
T-40 S, R-9 E Sec 1  
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-712.000 (1 of 2)

TRACT: KH-712.000

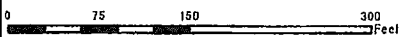
**Disclaimer:** The pipeline alignment shown is based on a line survey conducted by the project if permission to survey the property was granted by the landowner. The property boundary information was obtained from County tax maps. Because this exhibit is not based on a property survey the actual right-of-way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



Length of Pipeline this Tract: 1354.03 ft

**Legend**

- Proposed Pipeline
- Permanent Easement = 67,701.610 ft<sup>2</sup> | 1.554 ac.
- Temporary Extra Work Area = 116,149.696 ft<sup>2</sup> | 2.666 ac.
- Uncleared Storage Area = 0.000 ft<sup>2</sup> | 0.000 ac.
- Property Line



REV  
3

REVISED DATE:  
12/13/2018

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



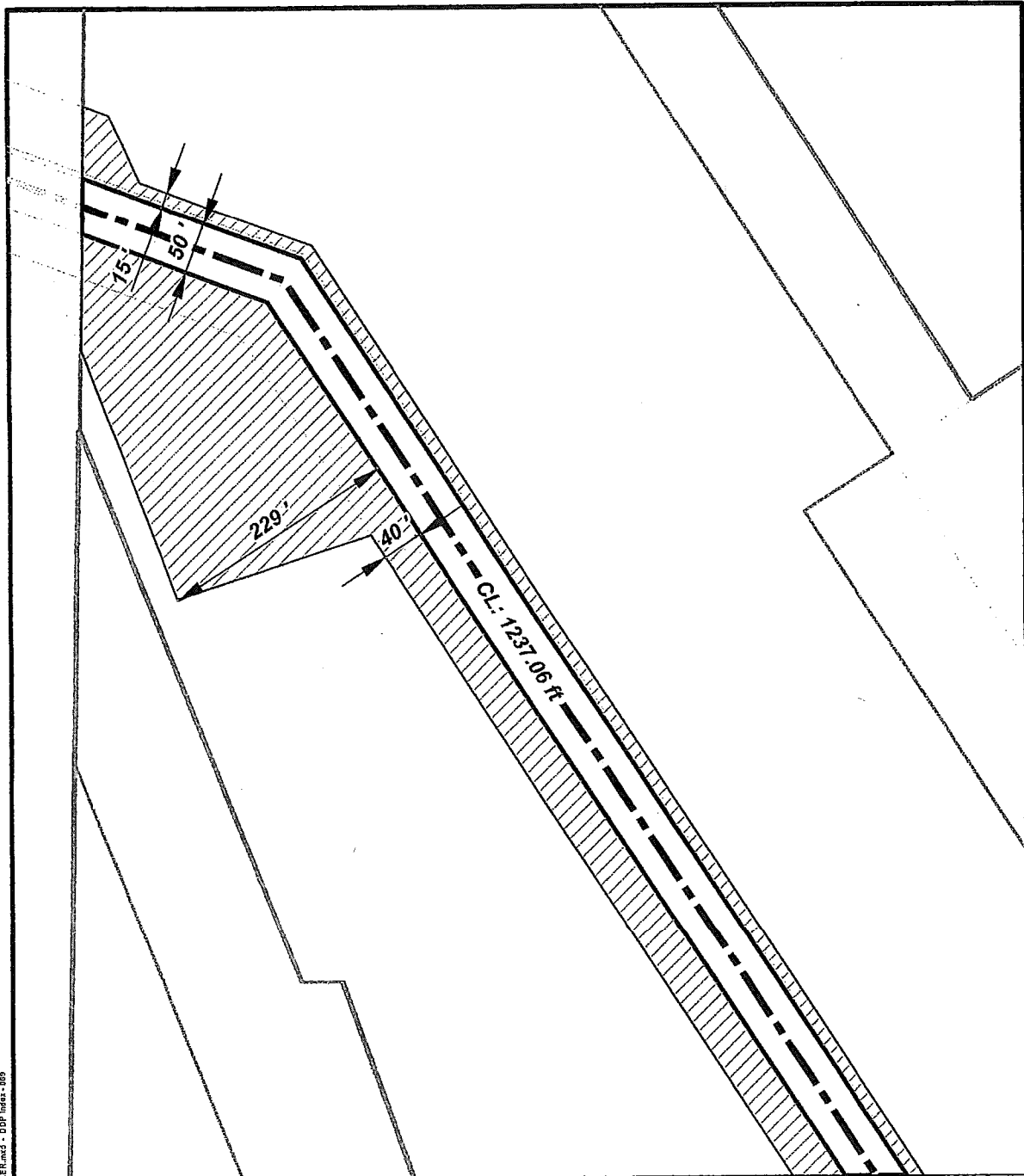
PROPERTY EXHIBIT  
RABO AGRIFINANCE, LLC  
APN: R91199

M.P. 205.73 TO M.P. 205.99  
T-40 S, R-9 E Sec 1  
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-712.000 (2 of 2)

TRACT: KH-712.000

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Length of Pipeline this Tract: 2218.09 ft

**Legend**

	Proposed Pipeline		
	Permanent Easement	= 110,904.996 ft <sup>2</sup>	2.546 ac.
	Temporary Extra Work Area	= 170,602.440 ft <sup>2</sup>	3.916 ac.
	Uncleared Storage Area	= 0.000 ft <sup>2</sup>	0.000 ac.
	Property Line		

0 75 150 300 Feet



REV  
3

REVISED DATE:  
12/13/2018

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

PROPERTY EXHIBIT  
RABO AGRIFINANCE, LLC  
APN: R91171

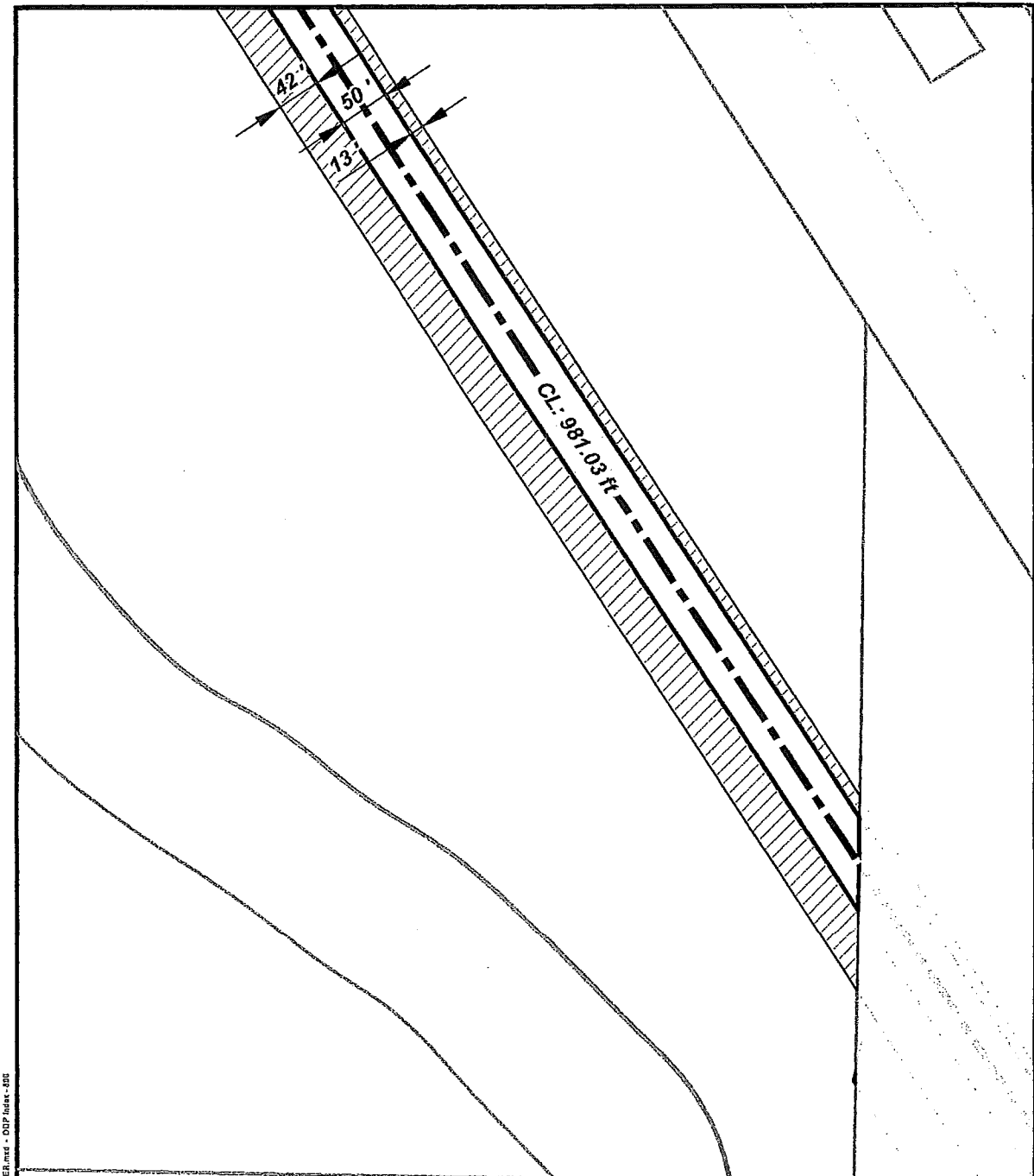
M.P. 205.99 TO M.P. 206.41  
T-40 S, R-9 E Sec 1  
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-714.000 (1 of 2)

TRACT: KH-714.000



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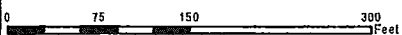


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Length of Pipeline this Tract: 2218.09 ft

**Legend**

- Proposed Pipeline
- Permanent Easement = 110,904.996 ft<sup>2</sup> | 2.546 ac.
- Temporary Extra Work Area = 170,602.440 ft<sup>2</sup> | 3.916 ac.
- Uncleared Storage Area = 0.000 ft<sup>2</sup> | 0.000 ac.
- Property Line



REV  
3

REVISED DATE:  
12/13/2018

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



PROPERTY EXHIBIT  
RABO AGRIFINANCE, LLC  
APN: R91171

M.P. 205.99 TO M.P. 206.41  
T-40 S, R-9 E Sec 1  
KLAMATH COUNTY, OREGON

DWG: 3436.33-X-KH-714.000 (2 of 2)

TRACT: KH-714.000

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## EXHIBIT B

### KH-702.000

The W $\frac{1}{2}$  NW $\frac{1}{4}$  of Section 2, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

### KH-709.000

The SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 2, Township 40 South, Range 9 East of the Willamette Meridian, lying Southwesterly of the right of way line of the C4 (Formerly E) Canal, Klamath County, Oregon.

### KH-710.000

The E $\frac{1}{2}$  SE $\frac{1}{4}$  of Section 2, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

SAVING AND EXCEPTING THEREFROM 5 acres forming a square in the Southwest corner of the SE $\frac{1}{4}$  SE $\frac{1}{4}$  conveyed for cemetery.

### KH-712.000

The SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  and the W $\frac{1}{2}$  of the SW $\frac{1}{4}$ , in Section 1, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; except 2.34 acres in the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  conveyed to Modoc Northern Railway Company in Volume 30, Page 479, Deed Records of Klamath County, Oregon; and except those portions lying within Homedale Road.

And except that portion thereof lying in the Southern Pacific Railroad right of way.

And excepting that portion thereof conveyed to the California Oregon Power Company by Deed recorded September 21, 1946 in Volume 196, Page 72, Deed Records of Klamath County, Oregon being a strip of land of undisclosed width for a power line right of way, the centerline of which is described as follows:

Beginning at a point on the Northeasterly right of way boundary of the U.S.R.S. South Branch Canal and 1-B Drain, said point being South 63° 42' East 1463.0 feet from the Westerly Quarter corner of Section 1, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence from said point of beginning North 0° 32' West 989.0 feet; thence North 71° 32' West 125.0 feet to the end of said power line.

### KH-714.000

A tract of land situated in Section 1, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the Southeast corner of the SE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 1; thence North along the North-South centerline of said section to the Southerly right of way line of the Southern Pacific Railroad Company right of way; thence Northwest along said right of way line to the West line of the SE $\frac{1}{4}$  NW $\frac{1}{4}$  of said section; thence South to the Northeasterly right of way line of the South Branch of the "C" Canal as now located; thence Southeasterly along said right of way to the South line of said section; thence East to the point of beginning. Excepting Therefrom, that portion lying within the boundaries of the Lower Lake 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.