

2016-012877

Klamath County, Oregon

12/05/2016 10:30:01 AM

Fee: \$82.00

RECORDING COVER SHEET (Please Print or Type)

The information on this sheet is a reflection of the attached instrument for the purpose of meeting first page recording requirements, ORS 205.234.

If this cover page is included with your document, please add \$5.00 to the total recording fees.

AFTER RECORDING RETURN TO:

Pacific Connector Gas Pipeline

3709 Citation Way, Suite 102

Medford, OR 97504

1) TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)

Temporary Construction Easement Agreement

AA
AmeriTitle WAS REQUESTED TO
RECORD THIS INSTRUMENT AS
AN ACCOMMODATION. IT HAS NOT
BEEN EXAMINED FOR SUFFICIENCY
OR ITS EFFECT UPON THE TITLE.

2) DIRECT PARTY / GRANTOR(S) ORS 205.125(1)(b) and 205.160

Thomas M. Shaw and Elisa A. Shaw, Trustees of the TL Trust and Their Successor In Trust

P. O. Box 257

Klamath Falls, OR 97601

3) INDIRECT PARTY / GRANTEE(S) ORS 205.125(1)(a) and 205.160

Pacific Connector Gas Pipeline, LP

1615 Kirby Drive, Suite 500

Houston, TX 77005

4) TRUE AND ACTUAL CONSIDERATION

ORS 93.030(5) – Amount in dollars or other

\$ _____ ☐ Other

5) SEND TAX STATEMENTS TO:

No Change

6) SATISFACTION of ORDER or WARRANT

ORS 205.125(1)(e)

CHECK ONE: ☐ FULL
(If applicable) ☐ PARTIAL

**7) The amount of the monetary
obligation imposed by the order
or warrant. ORS 205.125(1)(c)**

\$ _____

**8) If this instrument is being Re-Recorded, complete the following statement, in
accordance with ORS 205.244: "RERECORDED TO CORRECT _____**

PREVIOUSLY RECORDED IN
BOOK _____ AND PAGE _____, OR AS FEE NUMBER _____."

CRK16015

RETURN ADDRESS

PACIFIC CONNECTOR GAS PIPELINE, LLC
125 CENTRAL AVENUE, SUITE 250
COOS BAY, OR 97420

DOCUMENT TITLE(S): TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

Reference Number(s) of related documents

A
Amor Title WAS REQUESTED TO
RECORD THIS INSTRUMENT AS
AN ACCOMMODATION. IT HAS NOT
BEEN EXAMINED FOR SUFFICIENCY
OR ITS EFFECT UPON THE TITLE.

GRANTOR(S)

THOMAS M. SHAW AND ELISA A. SHAW, TRUSTEES OF THE TL TRUST DATED OCTOBER 11, 2016
AND THEIR SUCCESSOR IN TRUST

GRANTEE(S)

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

Legal Description

THAT CERTAIN PARCEL, OF LAND LYING IN SECTION 21, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF
THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY
DESCRIBED ON THE ATTACHED EXHIBIT B.

Assessor's Property Tax Parcel/Account Number

R581454

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("**Agreement**") is entered into this 3rd day of November, 2016 ("**Effective Date**"), by and among Thomas M. Shaw and Elisa A. Shaw, Trustees of the TL Trust Dated October 11, 2016, and their successor in Trust, whose address is PO Box 257, 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**").

RECITALS:

A. Grantor and Grantee have entered into that certain Right-of-Way and Easement Agreement, dated 11-3-16 ("**Easement Agreement**");

B. The Easement Agreement pertains to certain real property more particularly described in Exhibit B hereto ("**Property**");

C. Pursuant to the Easement Agreement, Grantee will, among other things, construct 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**") and, in connection therewith, requires certain construction workspace ("**Construction Workspace**"). The approximate location of the Construction Workspace is designated on Exhibit A attached hereto and made a part of this Agreement.

NOW THEREFORE,

It is understood and agreed by Grantor and Grantee that the Construction Workspace is to be used by Grantee, its affiliates, and their contractors and designees in connection with the construction of the Facilities. Upon completion of the above described work and final restoration of the Construction Workspace, Grantee's interest in said land will revert to Grantor, except as provided by the Easement Agreement.

Grantee agrees that within a reasonable time following the completion of its work and subject to weather and/or soil conditions, Grantee will as near as practicable restore said Construction Workspace to its original contours. Grantee will compensate Grantor for adequately documented impacts directly resulting from its work. Impacts to real or personal property will be repaired by Grantee or the Grantor will be compensated for such repairs. Specific conditions, which will apply only to the initial construction of the Facilities, are described in Exhibit C attached hereto and made a part of this Agreement.

The term of this Agreement begins upon the Effective Date and expires on the fifth anniversary of the Effective Date ("**Expiration Date**"). At the election of Grantee, the term of this Agreement may be extended by up to five years following the Expiration Date in exchange for additional rental payments ("**Extension Payments**"). The Extension Payments shall be calculated by increasing by five percent (5%) the initial rental payment made in exchange for this Agreement and dividing that amount by five. Each Extension Payment made by Grantee to Grantor shall entitle Grantee to an additional year of Construction Workspace beyond the Expiration Date, for a total extension of up to five years.

Grantee will possess the above-described rights and such rights will be binding upon Grantor, its heirs, legal representatives and successors in title. Either party may record this Agreement in the records of real property in the county where the Property is located.

Grantee will not be held liable for damages of any kind that arise due to the negligent acts or willful misconduct of the Grantor, its successors, assigns, permittee, agents or contractors.

WITNESS THE EXECUTION THIS 3rd day of November, 20 16

GRANTOR:

Thomas M. Shaw, Trustee
Thomas M. Shaw, Trustee

GRANTOR:

Elisa A. Shaw, Trustee
Elisa A. Shaw, Trustee

GRANTEE:

Pacific Connector Gas Pipeline, LP
by its General Partner, Pacific Connector Gas Pipeline, LLC

Taylor Johnson
Authorized Signatory
Taylor Johnson

ACKNOWLEDGMENT

STATE OF OREGON)
)ss.
COUNTY OF Klamath)

On this 3rd day of November, 2016, personally appeared Thomas M. Shaw,
proven to me to be the Trustee of TL Trust Dated October 11, 2016,
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:



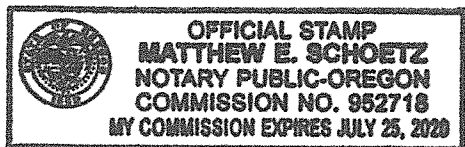
Matthew E. Schoetz
Notary Public in and for the State of Oregon
My Commission Expires: July 25, 2020

ACKNOWLEDGMENT

STATE OF OREGON)
)ss.
COUNTY OF Klamath)

On this 3rd day of November, 2016, personally appeared Elisa A. Shaw,
proven to me to be the Trustee of TL Trust Dated October 11, 2016,
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:



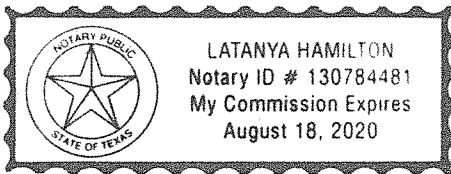
Matthew E. Schoetz
Notary Public in and for the State of Oregon
My Commission Expires: July 25, 2020

ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF Harris)

On this 17th day of November, 2016, Taylor Johnson personally appeared before me and being duly sworn, did say that she/he is the Vice President of Pacific Connector Gas Pipeline, LP, acting through its general partner, Pacific Connector Gas Pipeline, LLC, and that she/he executed the forgoing instrument on behalf of and by authority of said entity and acknowledged said instrument to be its voluntary act and deed for the uses and purposes mentioned therein.

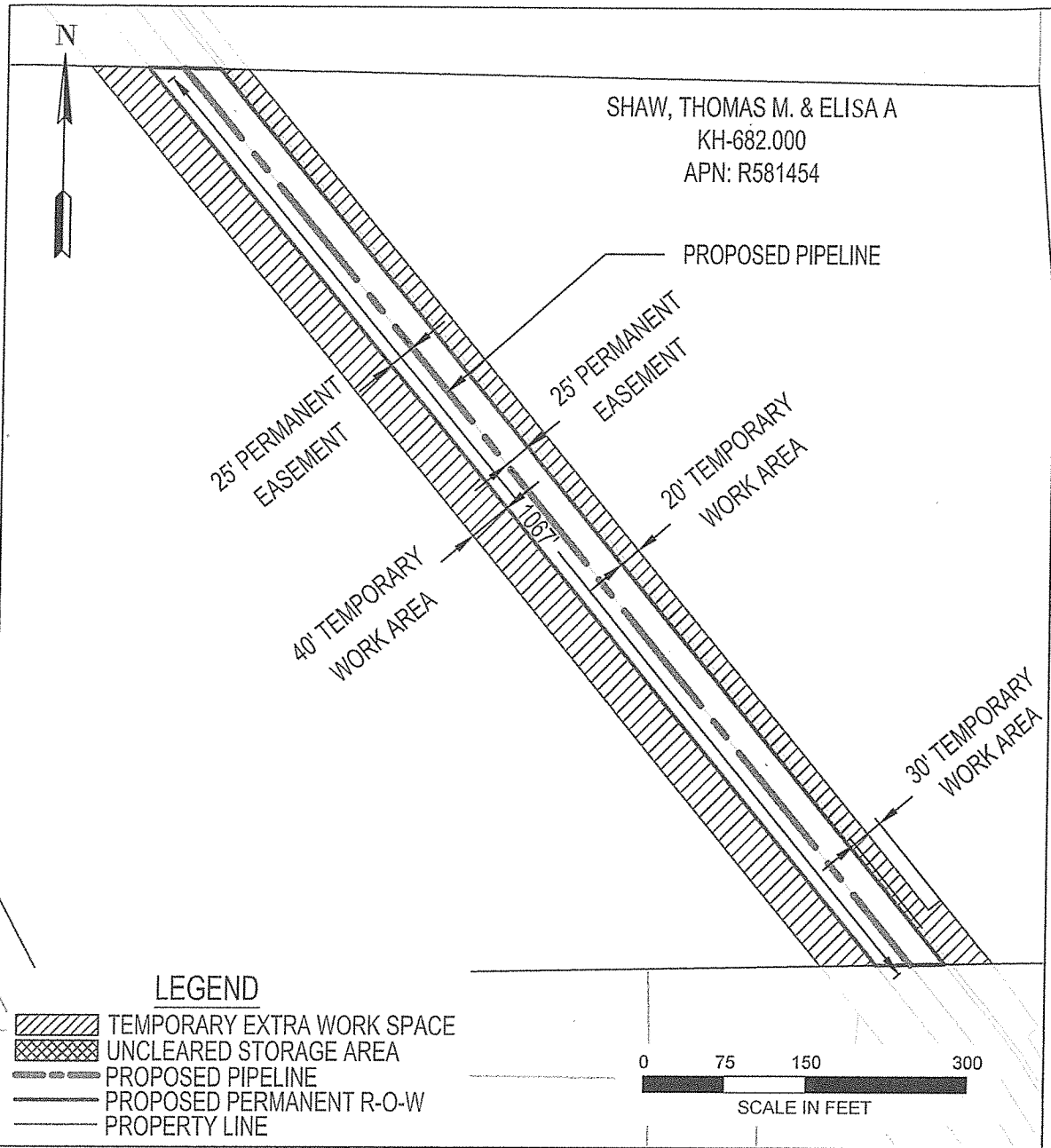
Before me:



De Leeghendaal

Notary Public in and for the State of Texas

My Commission Expires: 08/08/2020




AREA TOTALS			REV 0	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	53347.73	1.225	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL Shaw, Thomas M. and Elisa A. M.P. 201.28 TO M.P. 201.49 T-39 S, R-9 E, S-21 KLAMATH COUNTY, OREGON DRAWING NO: 3430.33-X-KH-682.000		
TEMP. EXTRA WORK AREA:	65095.92	1.494			
UNCLEARED STORAGE AREA:	0.00	0.00			
DRAWN:KDS DATE:06-03-2015					
CHECK:GMP DATE:06-05-2015					
APPRV: BAB DATE:12-22-2015					

EXHIBIT B

A tract of land situated in the S1/2 SW1/4 of Section 21, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point on the Easterly right of way of the U.S.B.R. C-4-E Lateral and the South line of said Section 21; said point being North 88°04'48" East 849.39 feet from the Southwest corner of said Section 21; thence Northerly along the Easterly right of way of said lateral the following courses; North 28°15' West 133.37 feet, along the arc of a curve to the right (radius = 118.24 feet) 48.84 feet, North 04°35' West 438.30 feet, along the arc of a curve to the left (radius = 168.24 feet) 113.05 feet, North 43°05' West 181.79 feet; thence leaving said right of way, East 1,191.46 feet to the Westerly right of way of the U.S.B.R. 1-N Drain; thence Southerly along said right of way the following courses: South 04°04' East 318.00 feet, South 09°32' East, 326.46 feet, South 10°02' East, 164.45 feet to the South line of said Section 21; thence South 88°04'48" West, 1,016.46 feet to the point of beginning, with bearings based on Survey No. 1681 as recorded in Klamath County Surveyor's Office.

EXHIBIT C

CONSTRUCTION STIPULATIONS

In accordance with the terms and conditions of this Agreement, Grantor and Grantee agree that Grantee's Facilities will be constructed on Grantor's Property in accordance with the following terms and conditions:

1. Grantee will notify Grantor, in writing, at least 7 days prior to commencement of survey activities on the Property and, via phone or in writing, at least 30 days prior to commencement of tree clearing and removal or other construction preparation on the Property.
2. Grantee will construct the Facilities in compliance with the engineering, design, and safety standards of the U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration in effect at the time of construction.
3. Grantee will remove all construction waste and debris after completion of construction activities.
4. Grantee will restore all existing access roads and driveways disturbed by the construction to a condition equal to or better than existed prior to construction.
5. Grantee will compensate Grantor for impacts to the Property from construction of the Facilities not repaired by Grantee, including impacts to timber, growing crops, pasture, and livestock.