

2016-012879

Klamath County, Oregon

12/05/2016 10:30:01 AM

Fee: \$107.00

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



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

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

Temporary Construction Easement Agreement

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

Dennis R.Hynes, Trustee of The J&J Family Trust

3939 S. 6th Street, #301

Klamath Falls, OR 97603

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 _____.”

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
Assent 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)

DENNIS R. HYNES, TRUSTEE OF THE J&J FAMILY TRUST

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

R98717

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is entered into this 7 day of November, 2016 ("Effective Date"), by and among **Dennis R. Hynes, Trustee of The J&J Family Trust**, whose address is **3939 S 6th Street #301, 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").

RECITALS:

A. Grantor and Grantee have entered into that certain Right-of-Way and Easement Agreement, dated 11/07/16 ("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.

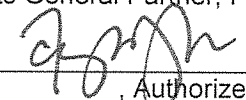
WITNESS THE EXECUTION THIS 7 day of Nov, 20 16

GRANTOR:


Dennis R. Hynes, Trustee
Trustee

GRANTEE:

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


_____, Authorized Signatory
Taylor Johnson

ACKNOWLEDGMENT

STATE OF OREGON

COUNTY OF Klamath)
) ss.

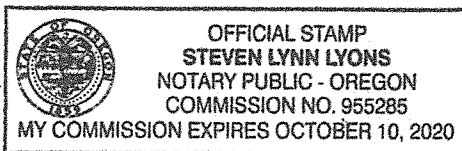
On this 7 day of November, 2016, personally appeared Dennis R. Hynes,
proven to me to be the Trustee of J&J Family Trust,
and acknowledged that she/he signed the forgoing instrument on behalf of and by authority of said entity
and that the instrument is said entity's voluntary act and deed for the uses and purposes mentioned
therein.

Before me:

Steven Lynn Lyons

Notary Public in and for the State of Oregon

My Commission Expires: 10/10/2020

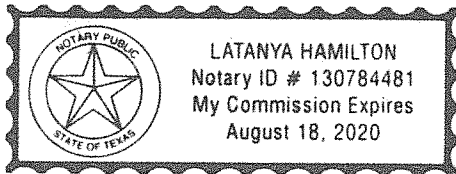


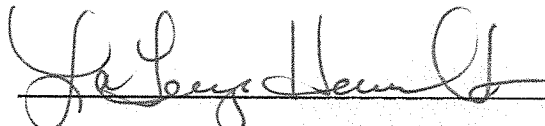
ACKNOWLEDGMENT

STATE OF TEXAS)
COUNTY OF Harris) ss.

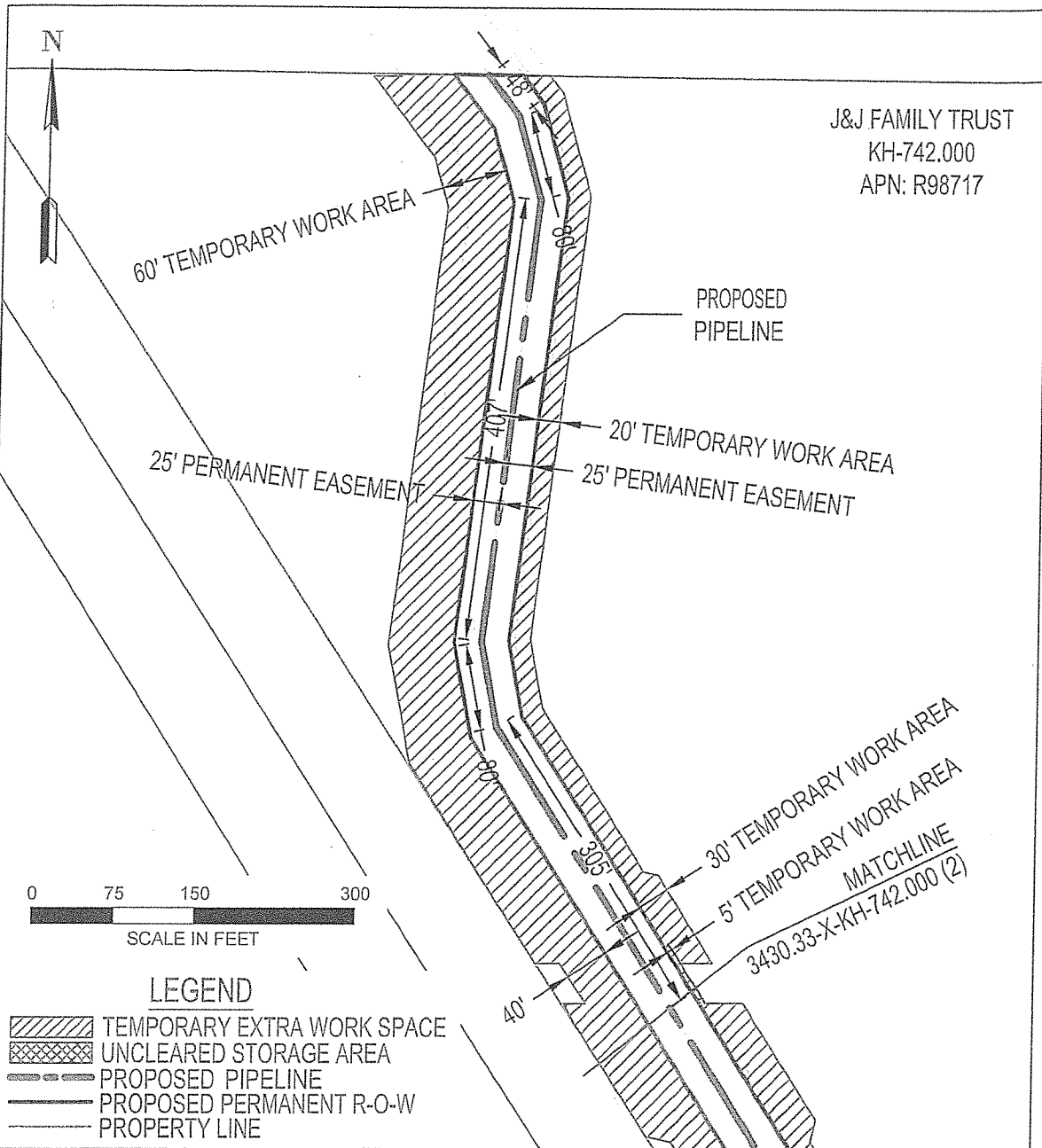
On this 17th day of November, 2016, personally appeared Taylor Johnson, proven to me to be the Vice President of Pacific Connector Gas Pipeline, LP, acting through its general partner, Pacific Connector Gas Pipeline, LLC, and acknowledged that she/he signed the forgoing instrument on behalf of and by 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:

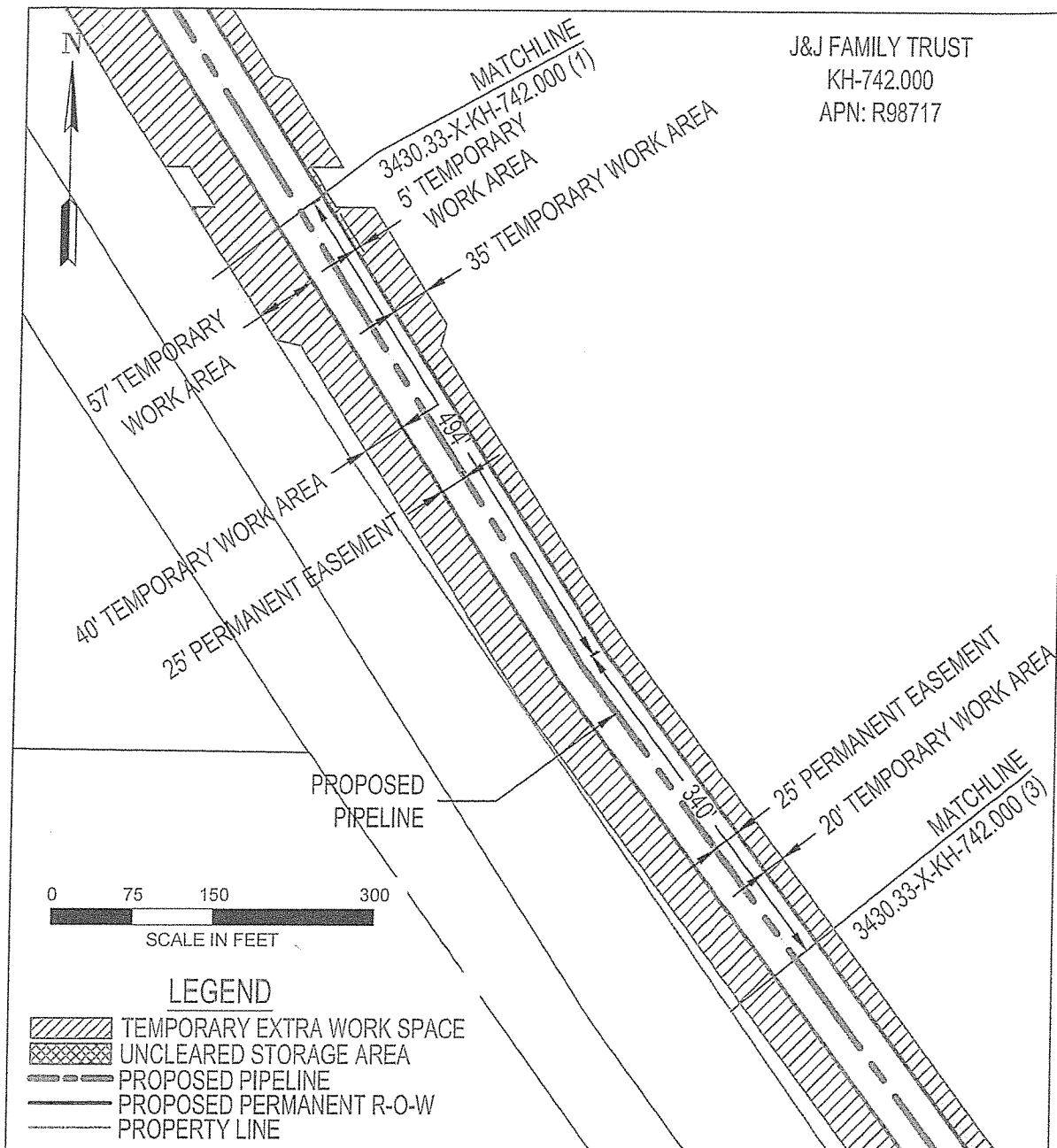





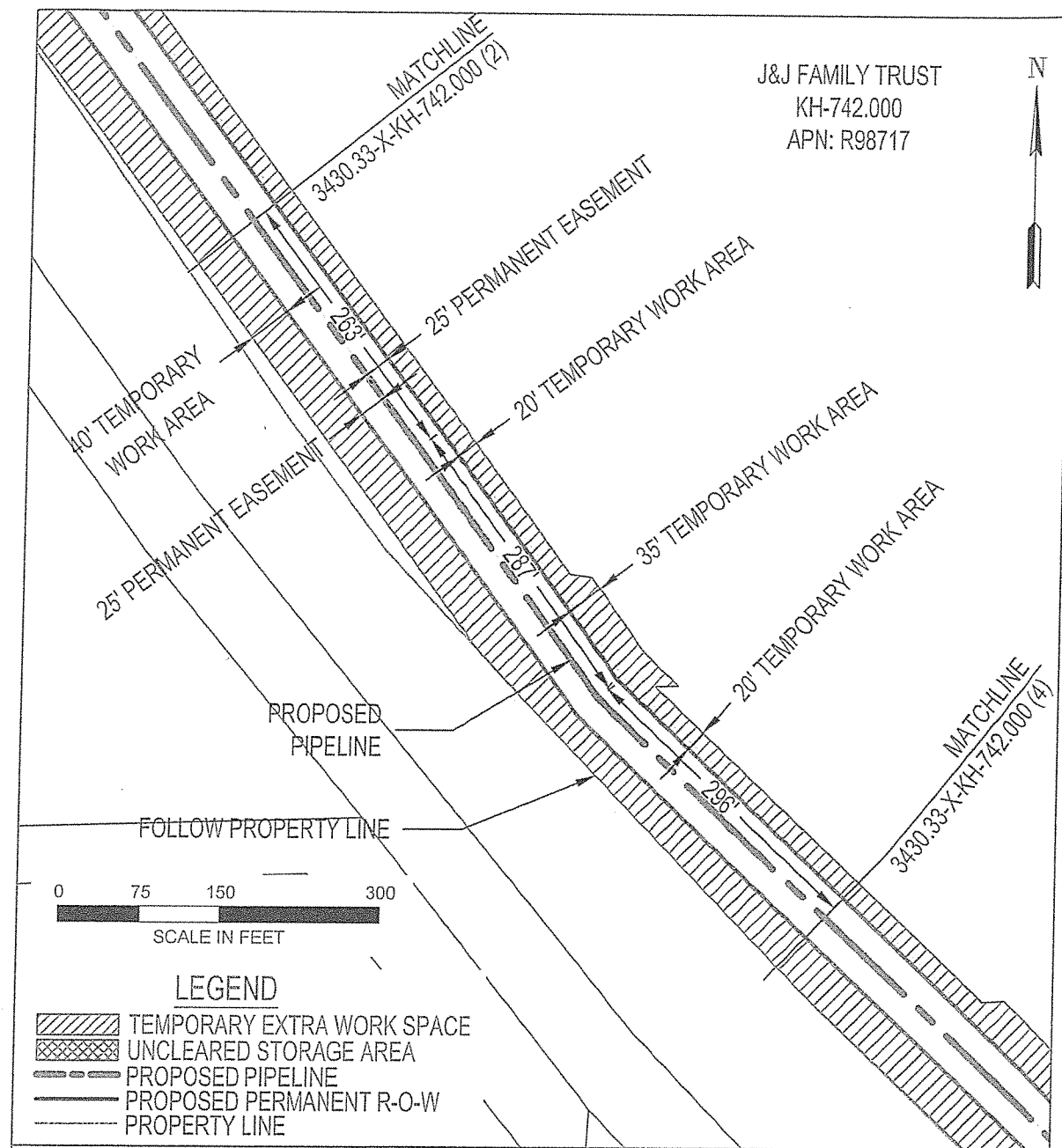
Notary Public in and for the State of Texas
My Commission Expires: 08/08/2020




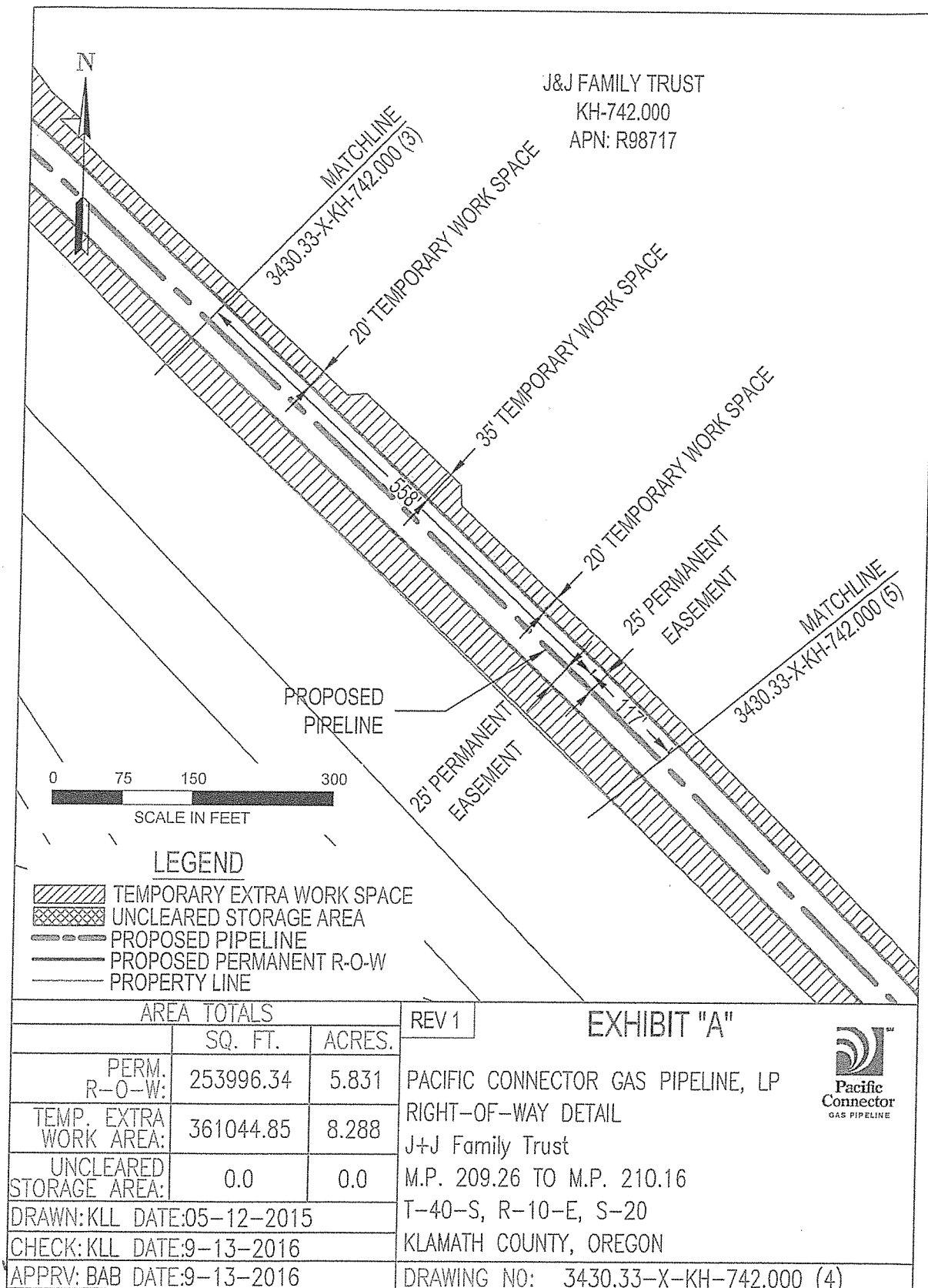
AREA TOTALS			REV 1	EXHIBIT "A"	 Pacific Connector GAS PIPELINE
	SQ. FT.	ACRES.			
PERM. R-O-W:	253996.34	5.831	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL J+J Family Trust M.P. 209.26 TO M.P. 210.16 T-40-S, R-10-E, S-20 KLAMATH COUNTY, OREGON DRAWING NO: 3430.33-X-KH-742.000 (1)		
TEMP. EXTRA WORK AREA:	361044.85	8.288			
UNCLEARED STORAGE AREA:	0.0	0.0			
DRAWN: KLL DATE: 05-12-2015					
CHECK: KLL DATE: 9-13-2016					
APPRV: BAB DATE: 9-13-2016					

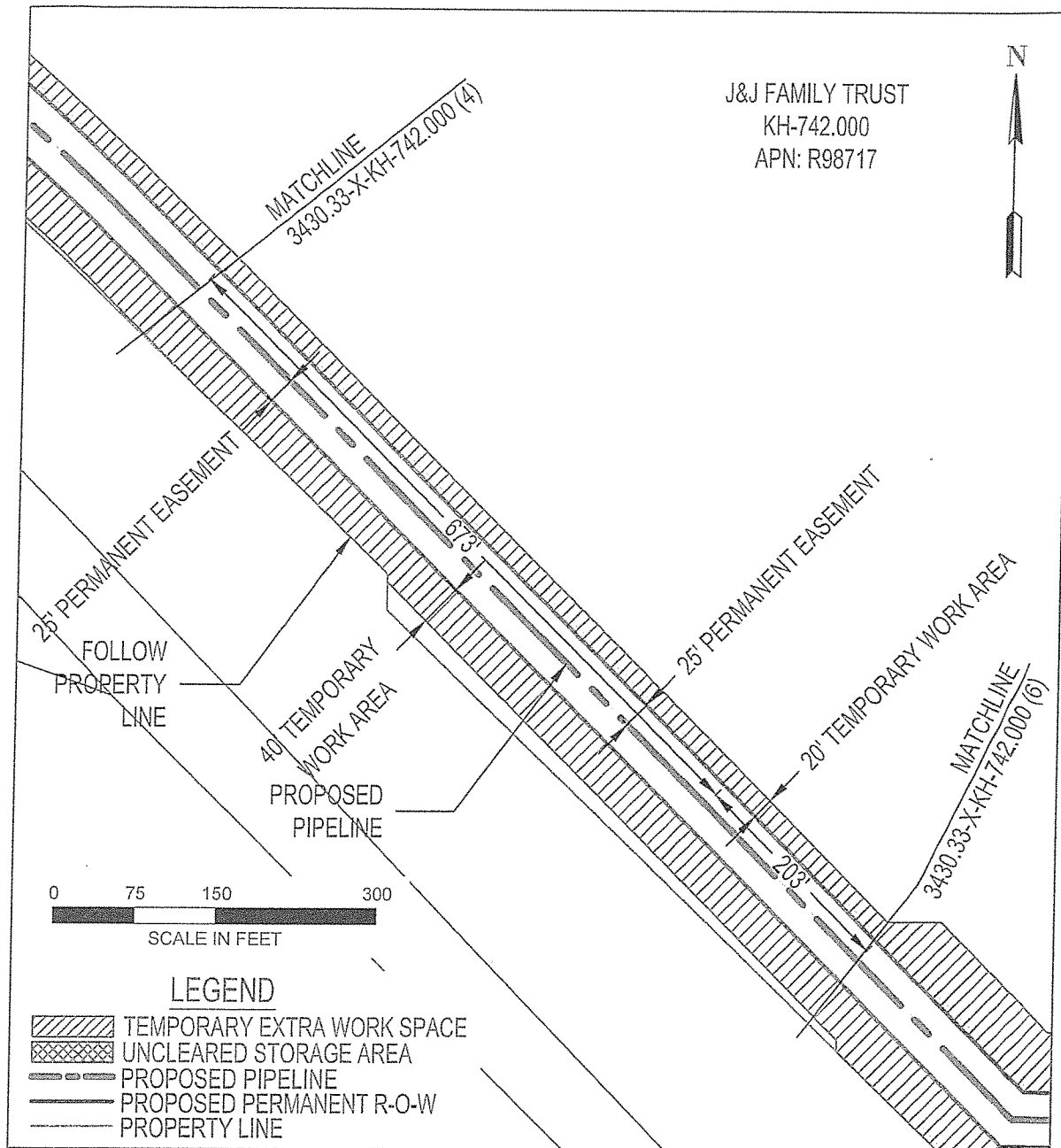


AREA TOTALS			REV 1	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	253996.34	5.831	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL J+J Family Trust M.P. 209.26 TO M.P. 210.16 T-40-S, R-10-E, S-20 KLAMATH COUNTY, OREGON		
TEMP. EXTRA WORK AREA:	361044.85	8.288			
UNCLEARED STORAGE AREA:	0.0	0.0			
DRAWN: KLL DATE: 05-12-2015					
CHECK: KLL DATE: 9-13-2016			DRAWING NO: 3430.33-X-KH-742.000 (2)		
APPRV: BAB DATE: 9-13-2016					



AREA TOTALS			REV 1	EXHIBIT "A"	 Pacific Connector GAS PIPELINE
	SQ. FT.	ACRES.			
PERM. R-O-W:	253996.34	5.831	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL J+J Family Trust M.P. 209.26 TO M.P. 210.16 T-40-S, R-10-E, S-20 KLAMATH COUNTY, OREGON		
TEMP. EXTRA WORK AREA:	361044.85	8.288			
UNCLEARED STORAGE AREA:	0.0	0.0			
DRAWN: KLL DATE: 05-12-2015					
CHECK: KLL DATE: 9-13-2016					
APPRV: BAB DATE: 9-13-2016			DRAWING NO: 3430.33-X-KH-742.000 (3)		






J&J FAMILY TRUST
KH-742.000
APN: R98717

0 75 150 300
SCALE IN FEET

LEGEND

- TEMPORARY EXTRA WORK SPACE
- UNCLEARED STORAGE AREA
- PROPOSED PIPELINE
- PROPOSED PERMANENT R-O-W
- PROPERTY LINE

AREA TOTALS			REV 1	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	253996.34	5.831	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL J+J Family Trust M.P. 209.26 TO M.P. 210.16 T-40-S, R-10-E, S-20 KLAMATH COUNTY, OREGON DRAWING NO: 3430.33-X-KH-742.000 (5)		
TEMP. EXTRA WORK AREA:	361044.85	8.288			
UNCLEARED STORAGE AREA:	0.0	0.0			
DRAWN:KLL DATE:05-12-2015					
CHECK:KLL DATE:9-13-2016					
APPRV: BAB DATE:9-13-2016					

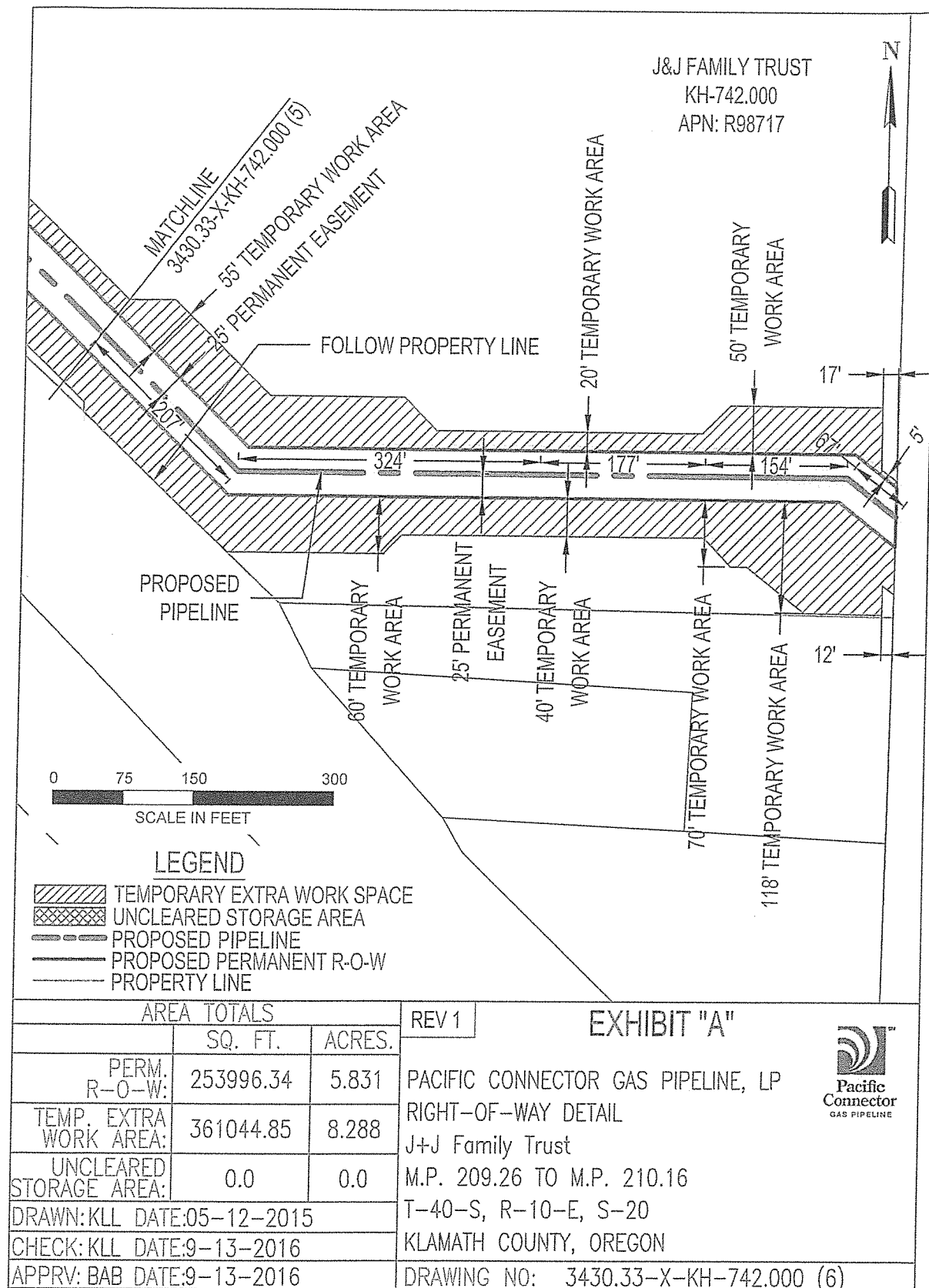


EXHIBIT B

The NW1/4 of the NE1/4, the SW1/4 of the NE1/4, and all that portion of the NW1/4, the NE1/4 of the SW1/4, and the NW1/4 of the SE1/4, lying Northeasterly of the Northeasterly right of way line of Highway 39 in Section 20, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING THEREFROM a parcel of land situated in the Northwest one-quarter of Section 20, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8" iron pin marking the Northwest corner of said Section 20; thence North 89 degrees 45' 24" East, along the North line of said Section 20, 2180.17 feet; thence South 00 degrees 14' 35" East, 500.00 feet; thence South 89 degrees 45' 24" West parallel to the North line of said Section 20, 1930.22 feet to a point on the Northeasterly right of way of Oregon State Highway 39; thence North 33 degrees 46' 40" West, along the Northeasterly right of way line of said Oregon State Highway 39, 452.68 feet to a point on the West line of said Section 20; thence North 00 degrees 10' 54" West along the West line of said Section 20, 122.67 feet to the point of beginning.

EXCEPTING THEREFROM any portion lying within the Zuckerman Road right of way.

ALSO EXCEPTING THEREFROM the U.S.B.R. C-9 lateral.

AND ALSO EXCEPTING THEREFROM any portion lying within the State Highway 39 right of way.

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.
6. Grantee will pay Grantor the agreed upon amount on January 4, 2017.