

2016-012881

Klamath County, Oregon

12/05/2016 10:30:01 AM

Fee: \$97.00

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
Amor Title 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

Steve A. Nyseth and Lorrie A. Nyseth, as Tenants by the Entirety

17550 Maupin Road

Malin, OR 97632

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 _____."

CRK16047

RETURN ADDRESS

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

DOCUMENT TITLE(S): **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

Reference Numbers(s) of related documents**GRANTOR(S)**

STEVE A. NYSETH AND LORRIE A. NYSETH, 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 SECTIONS 21 AND 28, TOWNSHIP 40 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE FULLY DESCRIBED IN THE ATTACHED EXHIBIT B

Assessor's Property Tax Parcel/Account Number

R601147

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is entered into this 24th day of September, 2016 ("Effective Date"), by and among **Steve A. Nyseth and Lorrie A. Nyseth, as tenants by the entirety**, whose address is **17550 Maupin Road, Malin, OR 97632** ("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 9-24-2016 ("Easement Agreement");

B. The Easement Agreement pertains to certain real property more particularly described therein ("**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 B attached hereto and made a part of this Agreement.

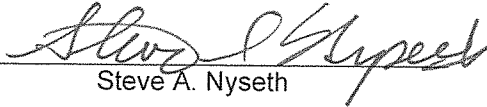
The term of this Agreement begins upon the Effective Date and expires on the fifth anniversary of the Effective Date ("**Expiration Date**"). At the election of Grantee, the term of this Agreement may be extended by up to five years following the Expiration Date in exchange for additional rental payments ("**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 29 day of Sept, 20 16

GRANTOR:



Steve A. Nyseth

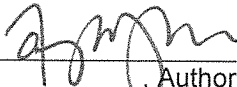
GRANTOR:



Lorrie A. Nyseth

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 Linn) ss.



On this 24th day of September, 2016 personally appeared Steve A. Nyseth, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed the instrument as their free and voluntary act and deed for the uses and purposes mentioned therein.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written

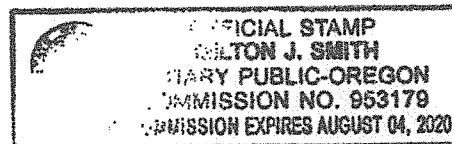
M. J. Smith

Notary Public in and for the State of Oregon

My Commission Expires: 8-04-2020

ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF Linn) ss.



On this 24th day of September, 2016 personally appeared Lorrie A. Nyseth, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed the instrument as their free and voluntary act and deed for the uses and purposes mentioned therein.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written

M. J. Smith

Notary Public in and for the State of Oregon

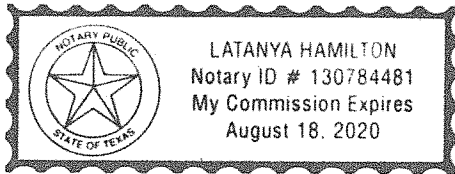
My Commission Expires: 8-4-2020

ACKNOWLEDGMENT

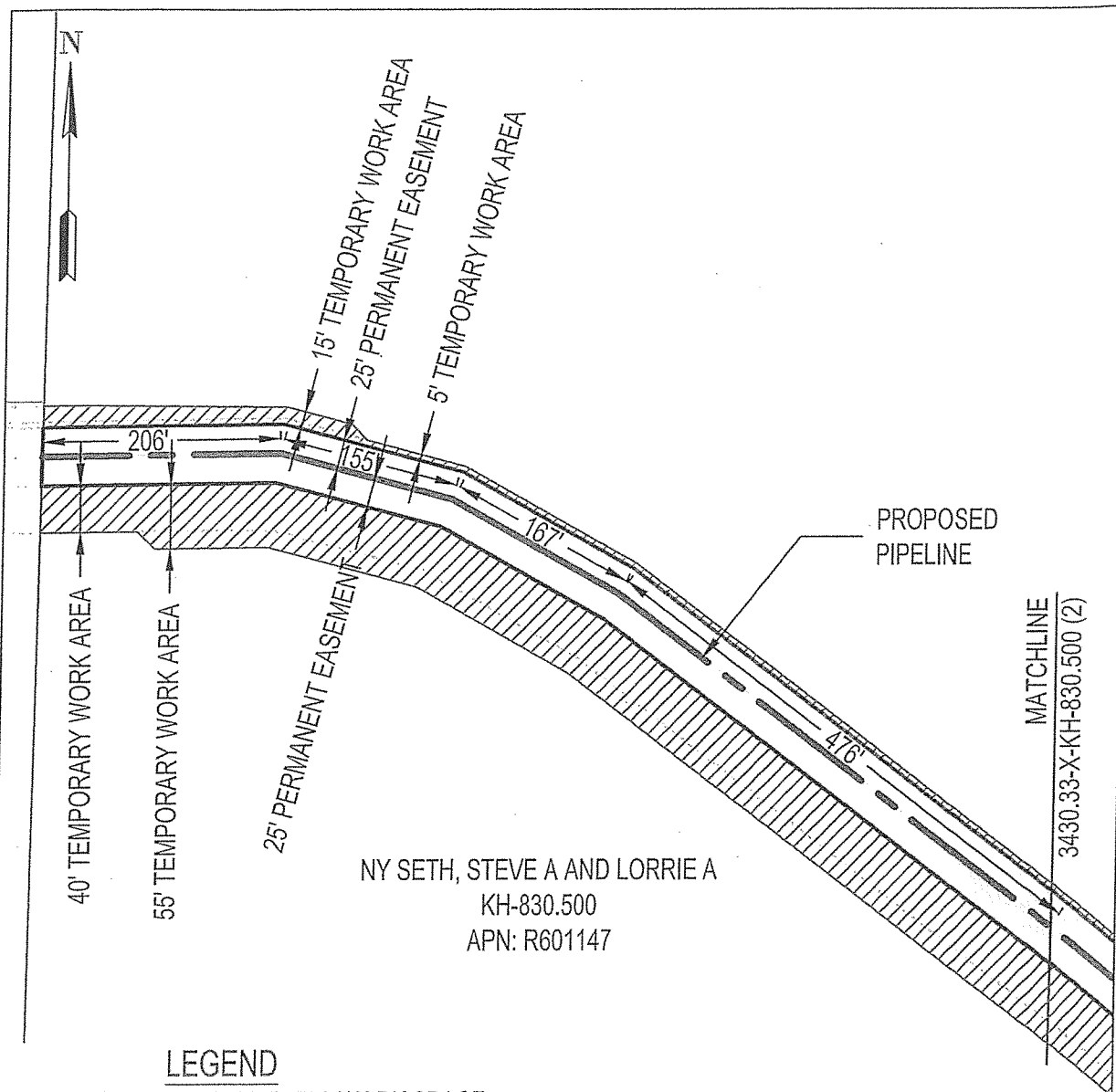
STATE OF TEXAS)
COUNTY OF Harris)ss.
)

On this 25th day of October, 2016, personally appeared Taylor Johnson,
to me known to be the individuals described in and who executed the foregoing instrument, and
acknowledged to me that they signed the instrument as their free and voluntary act and deed for the uses
and purposes mentioned therein.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

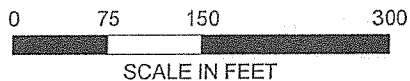



[Signature]
Notary Public in and for the State of Texas
My Commission Expires: 08/18/2020

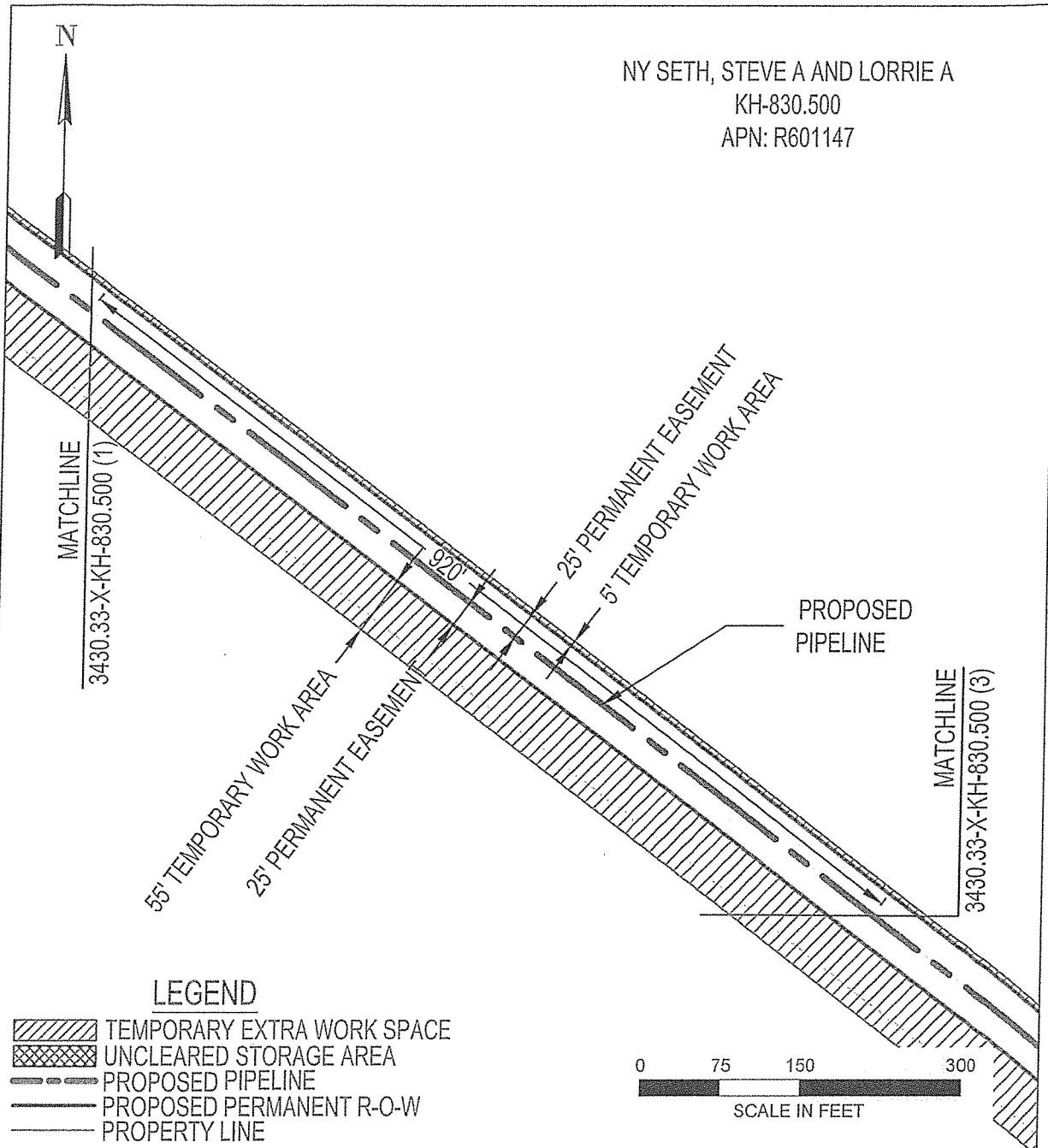


LEGEND

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

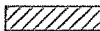

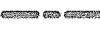




AREA TOTALS			REV 0	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	168946.09	3.878	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL NY SETH, STEVE A AND LORRIE A M.P. 224.85 TO M.P. 225.49 T-40-S, R-12-E, S-28 KLAMATH COUNTY, OREGON		
TEMP. EXTRA WORK AREA:	207611.14	4.766			
UNCLEARED STORAGE AREA:					
DRAWN: JCP DATE: 6-15-2016					
CHECK: KLL DATE: 6-15-2016					
APPRV: BAB DATE: 6-15-2016					
			DRAWING NO: 3430.33-X-KH-830.500 (1)		




NY SETH, STEVE A AND LORRIE A
KH-830.500
APN: R601147

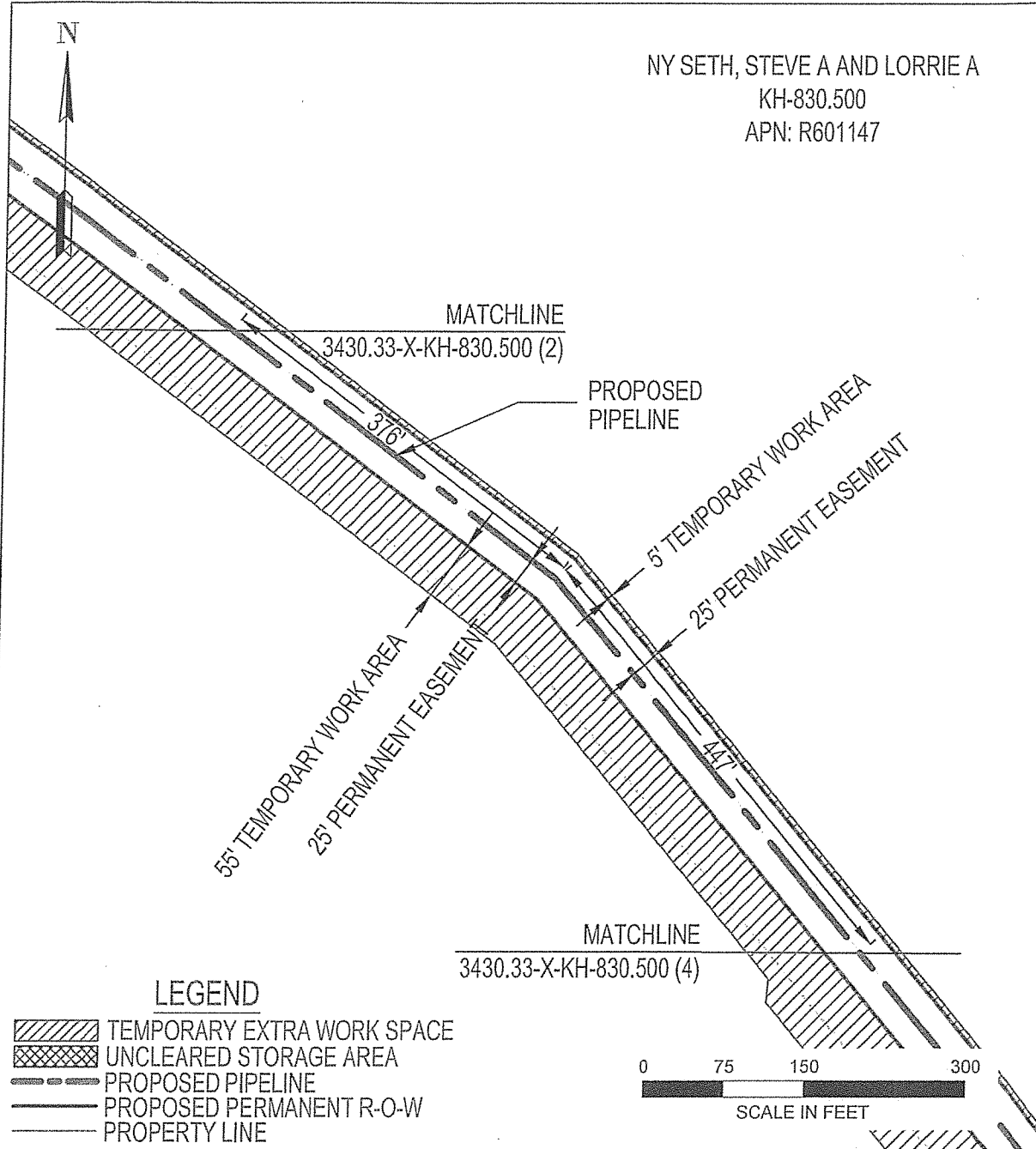
LEGEND

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

0 75 150 300
SCALE IN FEET


AREA TOTALS			REV 0	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	168946.09	3.878	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL NY SETH, STEVE A AND LORRIE A M.P. 224.85 TO M.P. 225.49 T-40-S, R-12-E, S-28 KLAMATH COUNTY, OREGON		
TEMP. EXTRA WORK AREA:	207611.14	4.766			
UNCLEARED STORAGE AREA:					
DRAWN: JCP DATE: 6-15-2016			DRAWING NO: 3430.33-X-KH-830.500 (2)		
CHECK: KLL DATE: 6-15-2016					
APPRV: BAB DATE: 6-15-2016					

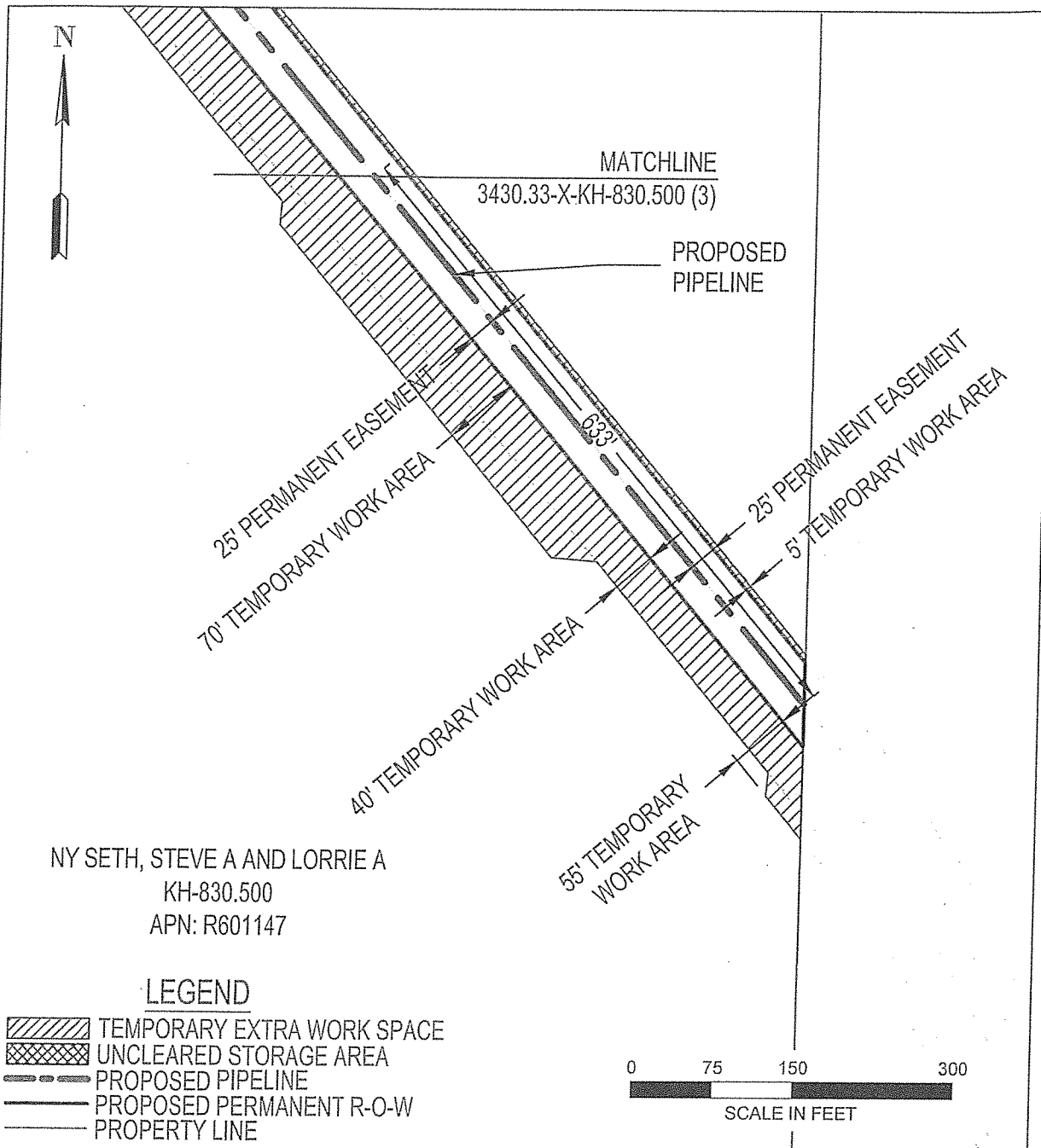
NY SETH, STEVE A AND LORRIE A
KH-830.500
APN: R601147



LEGEND

- TEMPORARY EXTRA WORK SPACE
- UNCLEARED STORAGE AREA
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CHECK: KLL DATE: 6-15-2016					
APPRV: BAB DATE: 6-15-2016					



LEGEND

- TEMPORARY EXTRA WORK SPACE
- UNCLEARED STORAGE AREA
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TEMP. EXTRA WORK AREA:	207611.14	4.766			
UNCLEARED STORAGE AREA:					
DRAWN: JCP DATE: 6-15-2016					
CHECK: KLL DATE: 6-15-2016			DRAWING NO: 3430.33-X-KH-830.500 (4)		
APPRV: BAB DATE: 6-15-2016					

EXHIBIT A

The S1/2 SE1/4 of Section 21, and the SE1/4 SE1/4; N1/2 SE1/4 and the NE1/4 of Section 28, Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

EXHIBIT B

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 10 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. Access to tenants home through construction area to be maintained throughout construction.
7. Grantee will install a safety fence or other barrier to protect children, animals, and/or other property from access and to secure the Right of Way.
8. Grantee has paid Grantor for Timber and Crop Damages as shown on the Determination of Value.