

AmeriTitle 0131178-Recd
WAS REQUESTED TO
RECORD THIS INSTRUMENT AS
AN ACCOMMODATION. IT HAS NOT
BEEN EXAMINED FOR SUFFICIENCY
OR ITS EFFECT UPON THE TITLE.

2017-000969
Klamath County, Oregon
01/31/2017 09:13:00 AM
Fee: \$122.00

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 Easement Construction Agreement

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

Four H Organics, LLC, an Oregon limited liability company

PO Box 148

Malin, OR 97632

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

Pacific Connector Gas Pipeline, LP

5615 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

GRANTOR(S)

FOUR H ORGANICS, LLC, AN OREGON LIMITED LIABILITY COMPANY

GRANTEE(S)

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

Legal Description

THAT CERTAIN PARCEL, OR PARCELS, OF LAND LYING IN SECTION 29 AND SECTION 30, 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

R600317, R627762

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is entered into this 16 day of January, 2017 ("Effective Date"), by and among **Four H Organics, LLC**, an Oregon limited liability company, whose address is **PO Box 148, 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 01/16/2017 ("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 16 day of January, 20 17

GRANTOR:

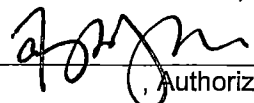
 member
Ryan Hartman, Member

GRANTOR:

 member
Jennifer Hartman, Member

GRANTEE:

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


, Authorized Signatory

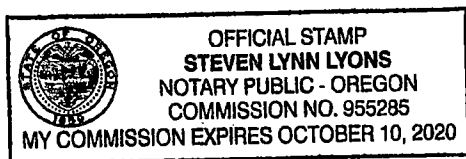
Taylor Johnson

ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF Klamath)ss.

On this 16 day of January, 2017, personally appeared Ryan Hartman,
proven to me to be the Owner of Four H Organic, 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:



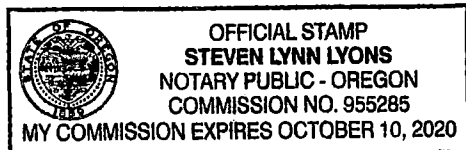
Steven Lynn Lyons
Notary Public in and for the State of Oregon
My Commission Expires: 10/10/2020

ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF Klamath)ss.

On this 16 day of January, 2017, personally appeared Jennifer Hartman,
proven to me to be the Owner of Four H Organic, 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:



Steven Lynn Lyons
Notary Public in and for the State of Oregon
My Commission Expires: 10/10/2020

ACKNOWLEDGMENT

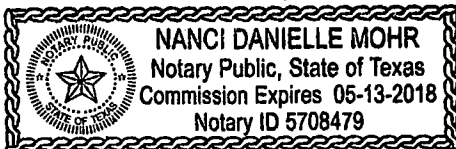
STATE OF TEXAS)

COUNTY OF Harris)

)ss.

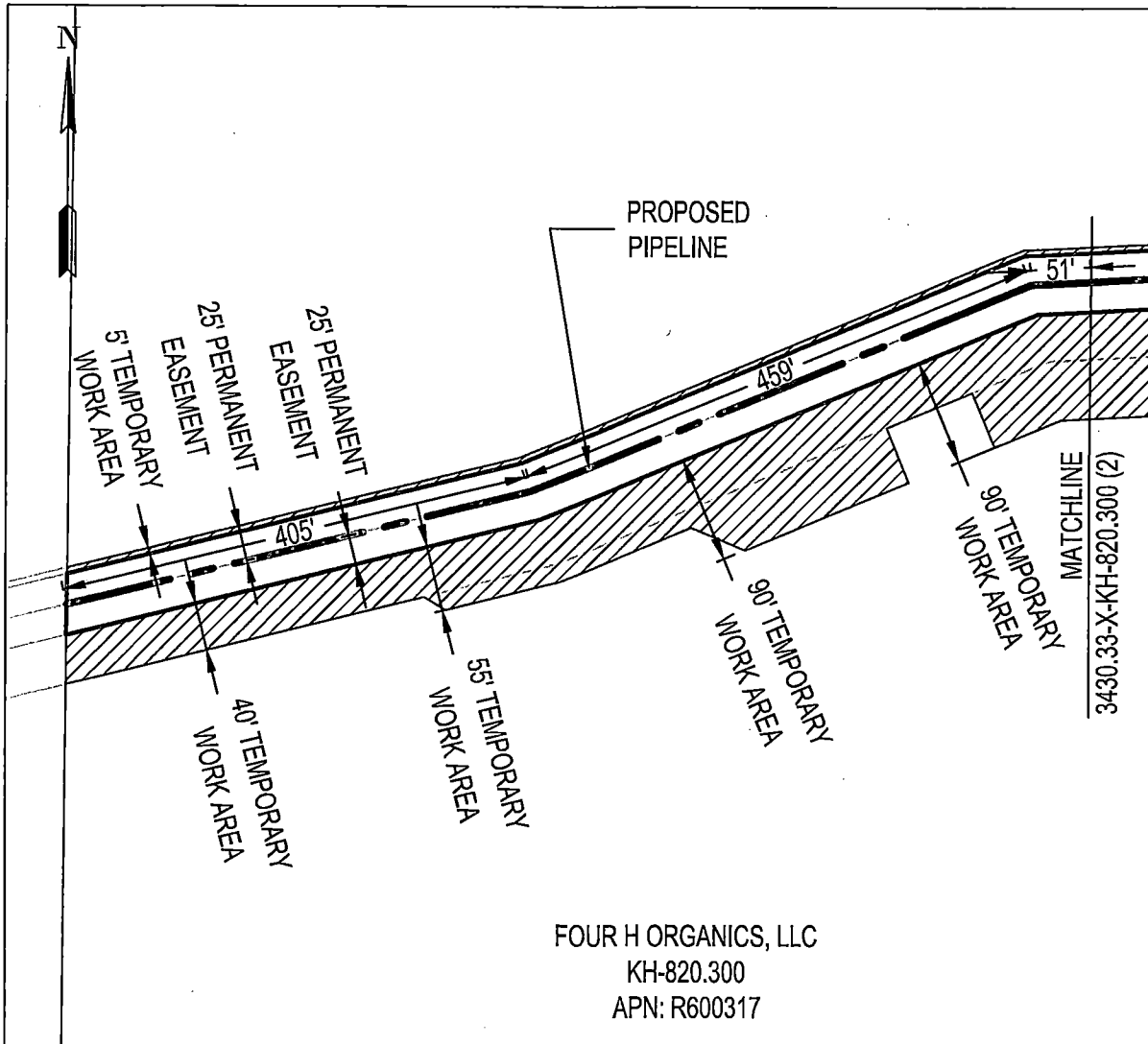
On this 25th day of January, 2017, personally appeared Taylor Johnson, proven to me to be the Authorized Signatory of Pacific Connector Gas Pipeline, LP, acting through its general partner, Pacific Connector Gas Pipeline, LLC, and acknowledged that she/he signed the foregoing instrument on behalf of 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:



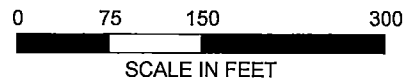
Nanci D. Mohr


Notary Public in and for the State of Texas
My Commission Expires: 05/13/18

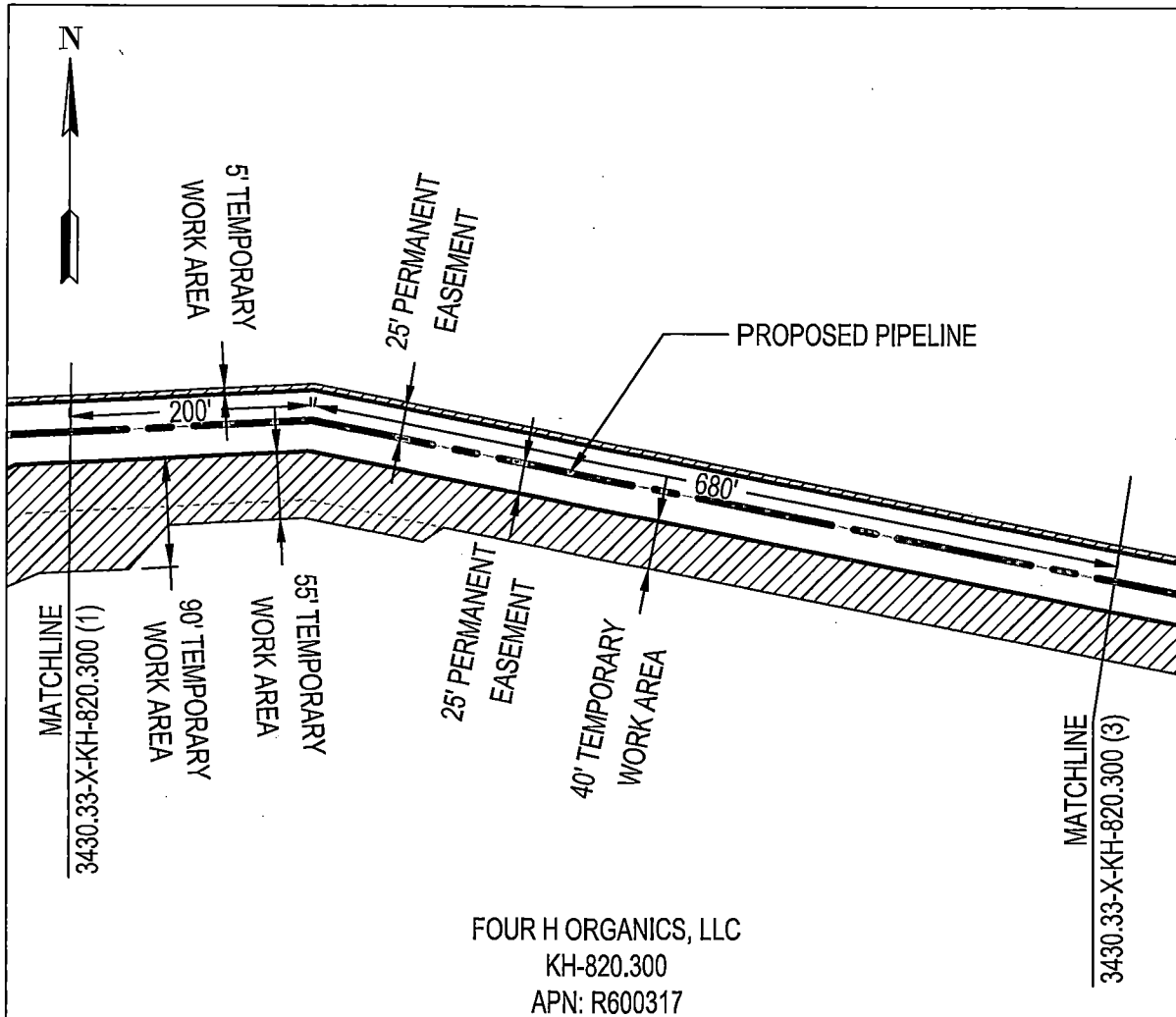


LEGEND

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

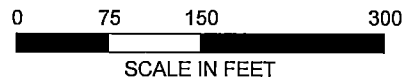



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	SQ. FT.	ACRES.			
PERM. R-O-W:	136764.15	3.14	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL Four H Organics, LLC M.P. 222.58 TO M.P. 223.09 T-40-S, R-12-E, S-30 KLAMATH COUNTY, OREGON DRAWING NO: 3430.33-X-KH-820.300 (1)		
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UNCLEARED STORAGE AREA:					
DRAWN:JCP DATE:6-1-2016					
CHECK:KLL DATE:6-1-2016					
APPRV: BAB DATE:6-1-2016					

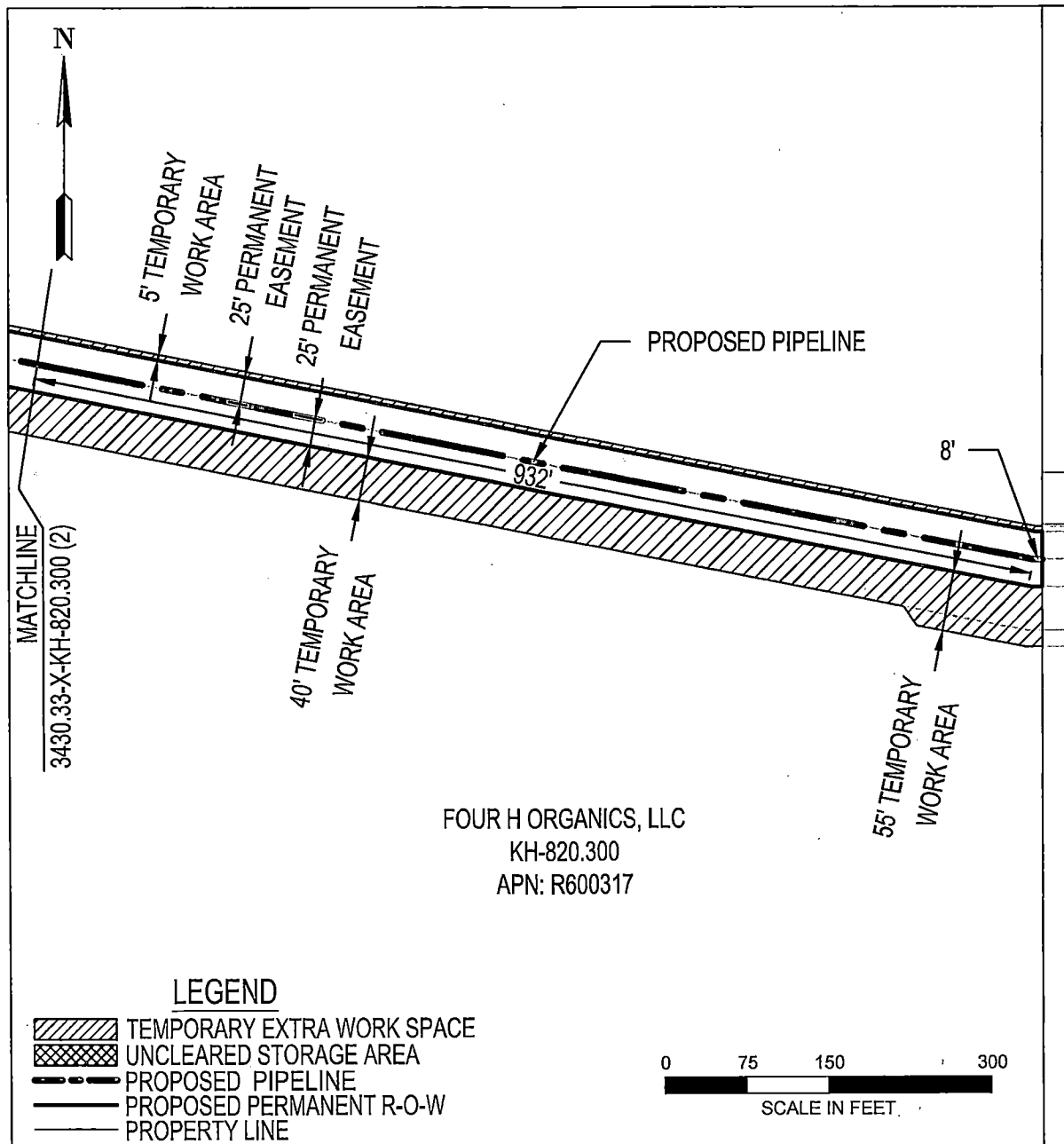


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




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

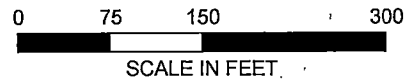



AREA TOTALS			REV 0	EXHIBIT "A"	
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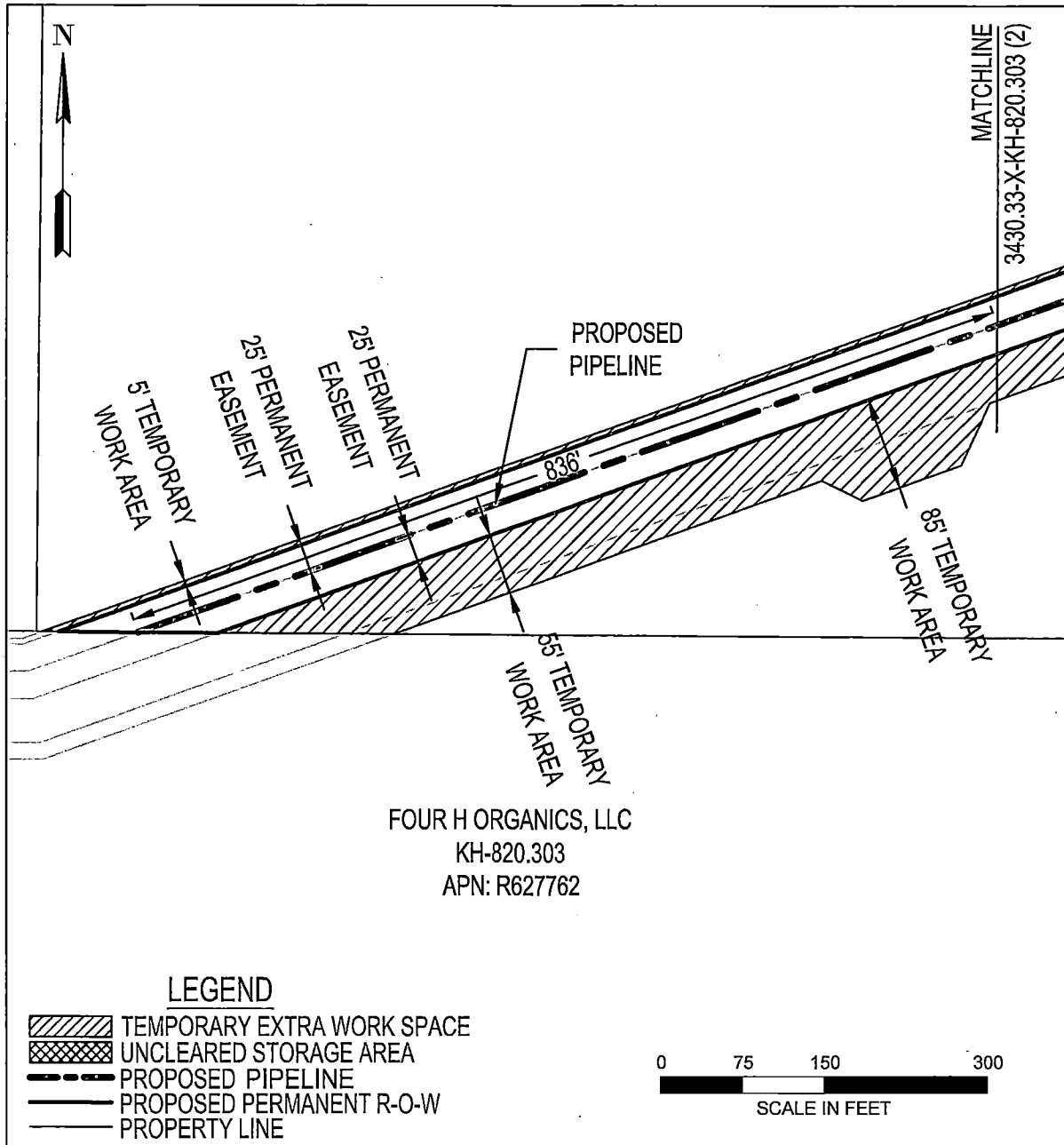



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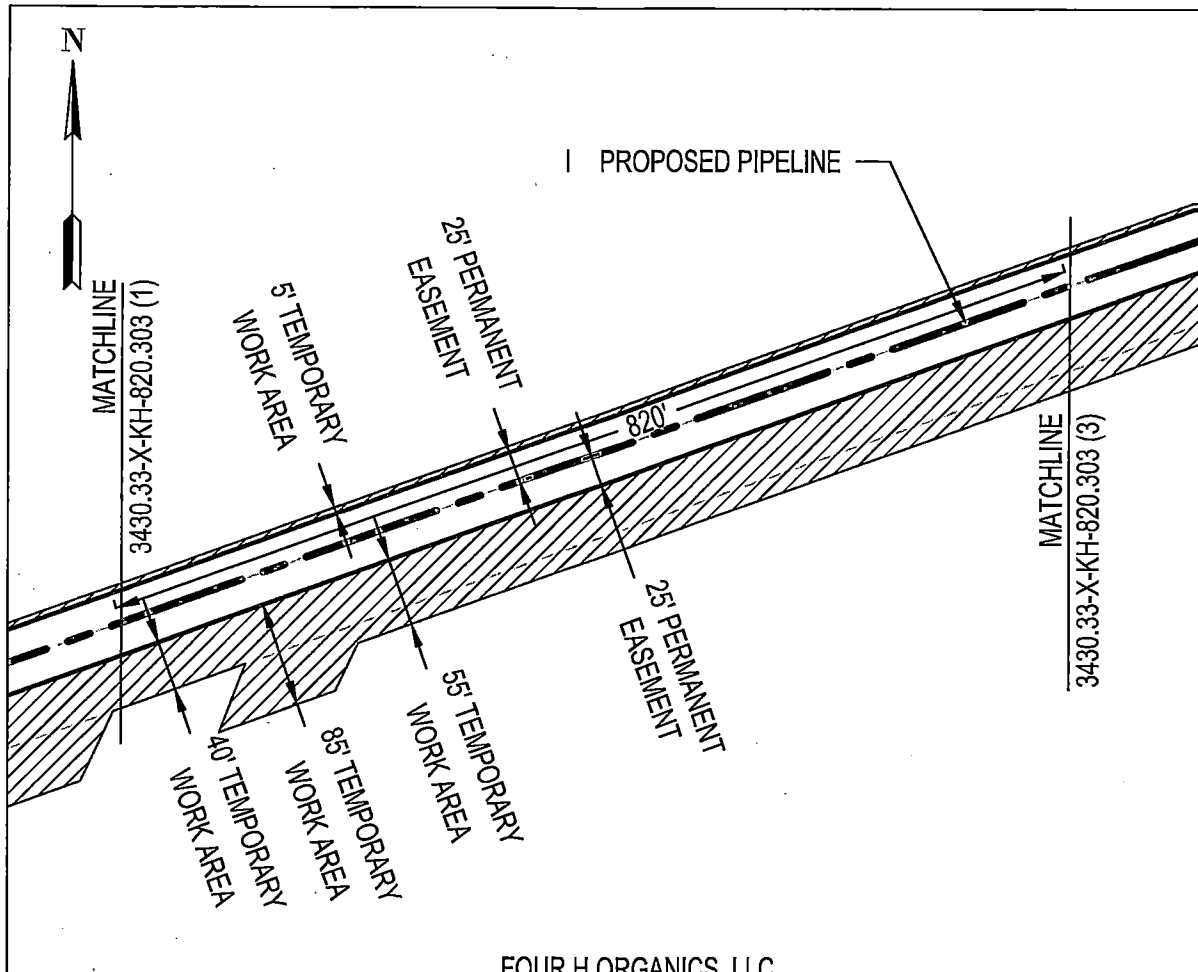
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-  UNCLEARED STORAGE AREA
-  PROPOSED PIPELINE
-  PROPOSED PERMANENT R-O-W
-  PROPERTY LINE



AREA TOTALS			REV 0	EXHIBIT "A"	
	SQ. FT.	ACRES.			
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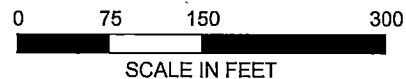



FOUR H ORGANICS, LLC

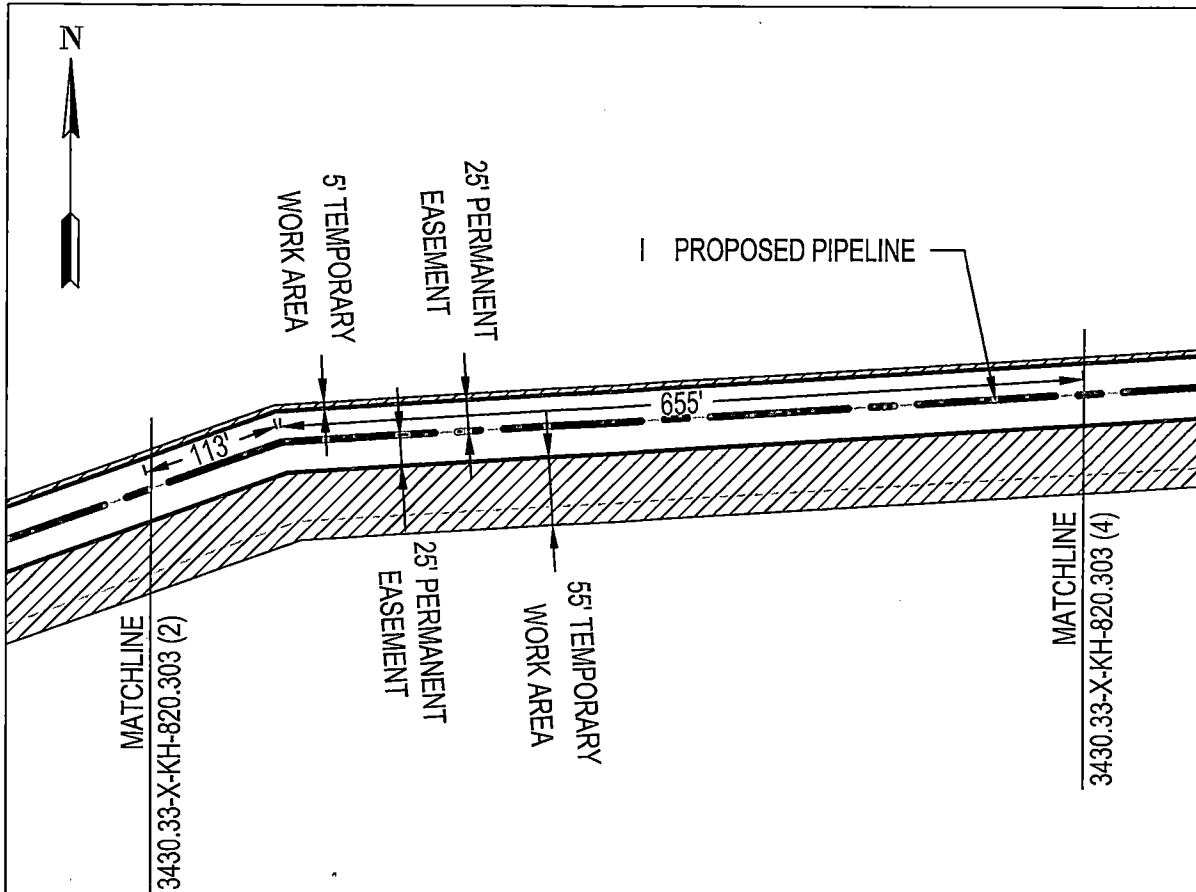
KH-820.303
APN: R627762

LEGEND

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



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	SQ. FT.	ACRES.			
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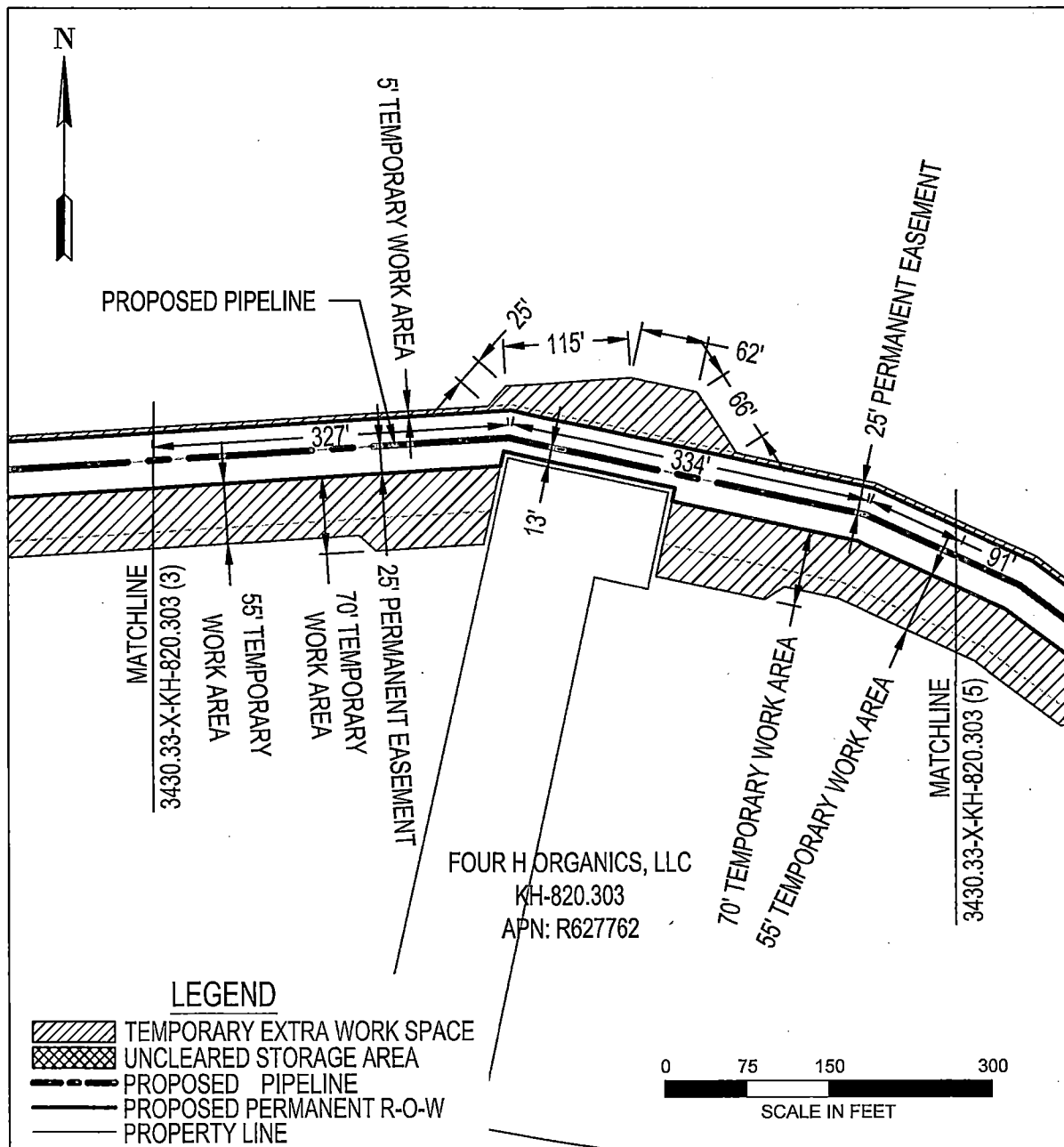
FOUR H ORGANICS, LLC
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LEGEND

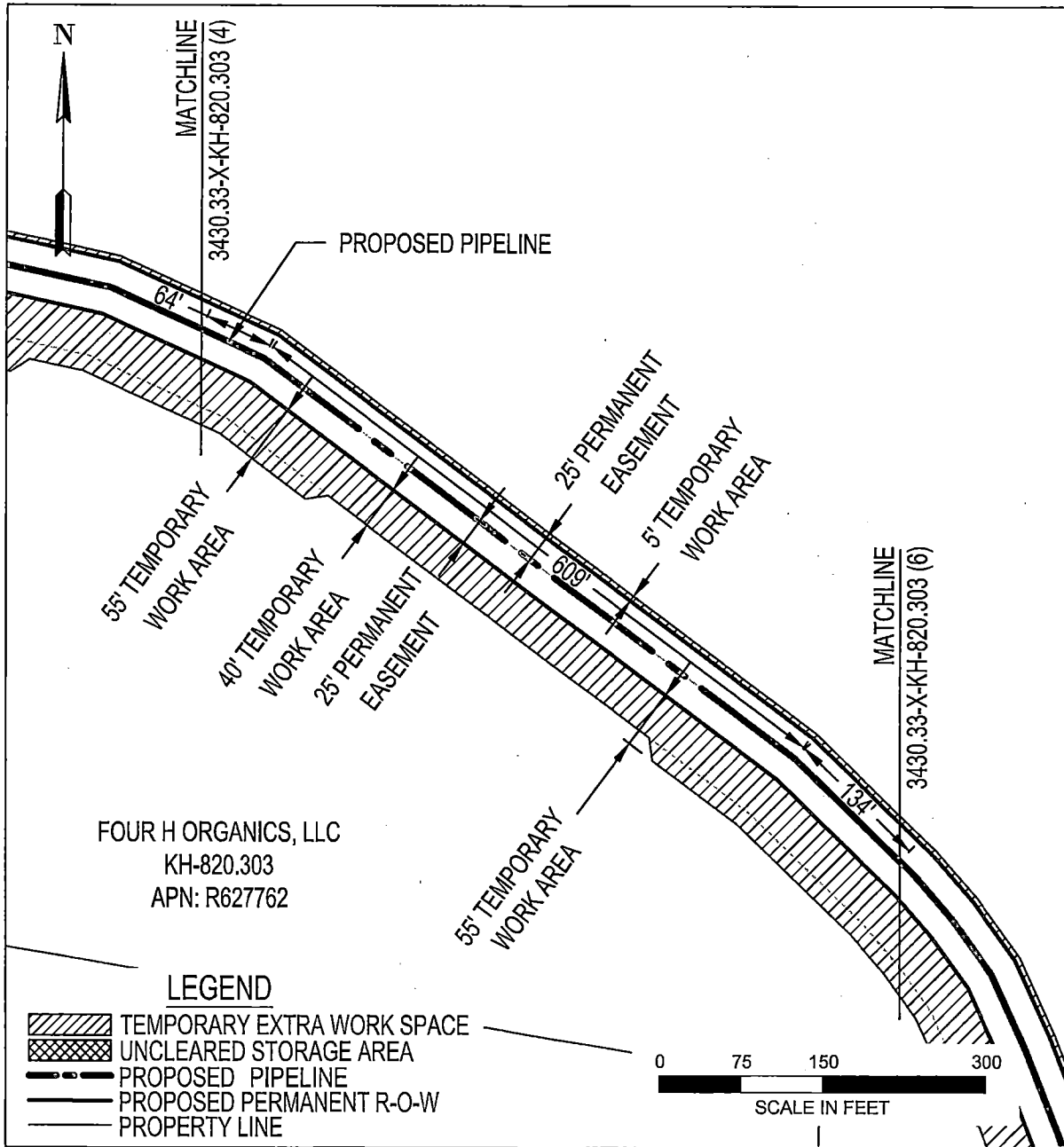
- TEMPORARY EXTRA WORK SPACE
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0 75 150 300
SCALE IN FEET

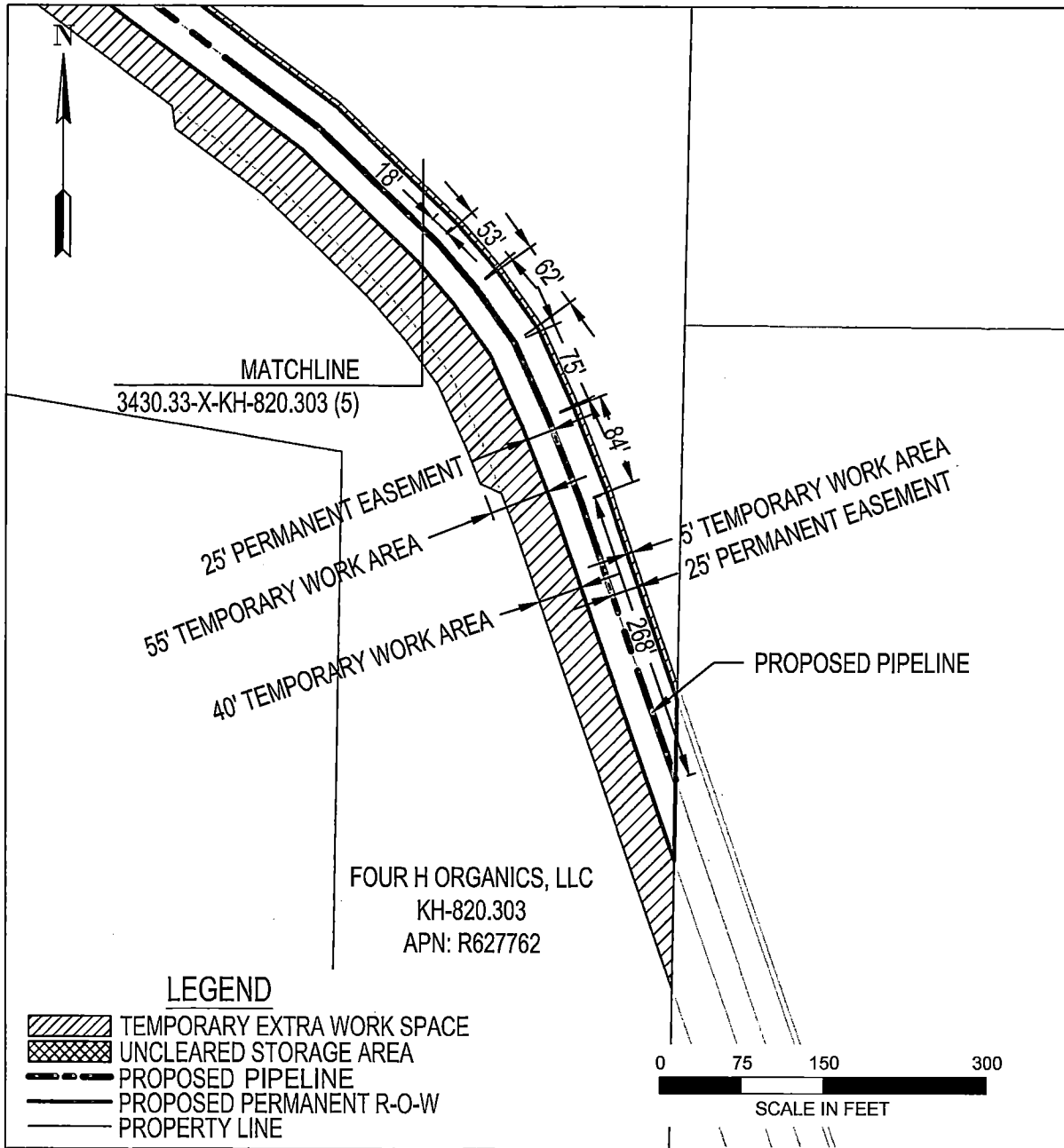
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	SQ. FT.	ACRES.			
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AREA TOTALS			REV 0	EXHIBIT "A"	
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CHECK:KLL DATE:6-1-2016					
APPRV: BAB DATE:6-1-2016			DRAWING NO: 3430.33-X-KH-820.303 (6)		

EXHIBIT B

The following described real property situated in Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, described as follows

Section 29: Beginning at a point located 450.67 feet East of the intersection of Sections 19, 20, 29 and 30 of Township 40 South, Range 12 East of the Willamette Meridian; thence South 58° 12' 34" East along the existing fence line to the East line of the NW1/4 NW1/4 of Section 29; thence North to the North line of the NW1/4 NW1/4 of Section 29; thence West to the point of beginning.

ALSO, the SW1/4 SE1/4 and the S1/2 SW 1/4 of Section 29, EXCEPTING THEREFROM the South 120.00 feet of the East 125.00 feet and the East 30.00 feet ALSO EXCEPTING the South 120.00 feet thereof of the SW1/4 of the SE1/4.

ALSO, the NE1/4 of the NW1/4, N1/2 of the NE1/4, SE1/4 of the NE1/4, NE1/4 of the SE1/4, EXCEPTING the South 1030 feet. ALSO EXCEPTING that portion conveyed to the Shasta View Irrigation District in Deed recorded in Volume M75, Page 13758, Microfilm Records of Klamath County, Oregon.

and

Section 30: The E1/2

ALSO, that portion of the SE1/4 of the SW1/4 of Section 30, Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, lying Northeasterly of the Malin-Bonanza Highway.

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 has paid Grantor for landscaping damages.
7. Grantee will erect temporary fencing as necessary to control livestock and maintain the livestock a safe distance from the construction activities.