# AmeriTitle was requested to record this instrument as an accommodation. It has not been examined for sufficiency or its effect upon the title

# 2017-001214

Klamath County, Oregon

02/06/2017 02:42:00 PM Fee: \$87.00

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	<del></del>
Medford, OR 97504	
TITLE(S) OF THE TRANSACTION(S) ORS 20     Temporary Construction Easement Agreement	05.234(a)
2) DIRECT PARTY / GRANTOR(S) ORS 205.125  John and Priscilla McAulioffe  18760 Maunin Road	(1)(b) and 205.160
	(1)(b) and 205.160
John and Priscilla McAulioffe 18760 Maupin Road	
John and Priscilla McAulioffe  18760 Maupin Road  Malin, OR 97632  3) INDIRECT PARTY / GRANTEE(S) ORS 205.1  Pacific Connector Gas Pipeline, LP  5615 Kirby Drive, Suite 500	
John and Priscilla McAulioffe  18760 Maupin Road  Malin, OR 97632  3) INDIRECT PARTY / GRANTEE(S) ORS 205.1  Pacific Connector Gas Pipeline, LP  5615 Kirby Drive, Suite 500  Houston, TX 77005  4) TRUE AND ACTUAL CONSIDERATION	25(1)(a) and 205.160  5) SEND TAX STATEMENTS TO:

PREVIOUSLY RECORDED IN

accordance with ORS 205.244: "RERECORDED TO CORRECT

BOOK \_\_\_\_\_, 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)

JOHN CHARLES MCAULIFFE AND PRISCILLA ANN MCAULIFFE, AS HUSBAND AND WIFE

# GRANTEE(S)

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

# **Legal Description**

THAT CERTAIN PARCEL OF LAND LYING IN SECTION 34, TOWNSHIP 40 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN, KLAMÁTH COUNTY, OREGON, BEING MORE FULLY DESCRIBED IN THE ATTACHED EXHIBIT B.

Assessor's Property Tax Parcel/Account Number

R628413

#### TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is entered into this day of \_\_\_\_\_\_\_, 2017 ("Effective Date"), by and among John Charles McAuliffe and Priscilla Ann McAuliffe, as husband and wife, whose address is 18760 Maupin Rd, 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 1/25/17 ("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 25 day of January ,20 17

**GRANTOR:** 

**GRANTOR:** 

John Charles McAuliffe

**GRANTEE:** 

**Pacific Connector Gas Pipeline, LP** 

by its General Partner, Pacific Connector Gas Pipeline, LLC

Authorized Signator

Taylor Johnson

### **ACKNOWLEDGMENT**

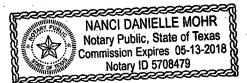
On this 25 day of January,	)) )ss.  2017, personally appeared John Charles McHullfle described in and who signed the foregoing instrument, and			
acknowledged to me that she/he signer purposes mentioned therein.	d the instrument as her/his voluntary act and deed for the uses and			
Before me:				
OFFICIAL STAMP STEVEN LYNN LYONS NOTARY PUBLIC - OREGON COMMISSION NO. 955285 COMMISSION EXPIRES OCTOBER 10, 2020	Notary Public in and for the State of Oregon My Commission Expires: 16/16/2020			
ACKNOWLEDGMENT				
STATE OF OREGON COUNTY OF Klawath	) )ss. )			
On this 25 day of Sanuary, proven to me to be the individual acknowledged to me that she/he signe purposes mentioned therein.	described in and who signed the foregoing instrument, and the instrument as her/his voluntary act and deed for the uses and			
Before me:				
OFFICIAL STAMP STEVEN LYNN LYONS NOTARY PUBLIC - OREGON COMMISSION NO. 955285	Notary Public in and for the State of Oregon My Commission Expires: 10 10 20 20			
MY COMMISSION EXPIRES OCTOBER 10, 2020				

#### **ACKNOWLEDGMENT**

STATE OF TEXAS	)
COUNTY OF HOLLS	)ss.
COUNTY OF SHUMBLE	 )

On this 200 day of 300 day, 2011, personally appeared 200 formous, proven to me to be the 200 formatory 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: 051318

# **EXHIBIT B**

NE1/4 NE1/4 of Section 33; NW1/4 NW1/4 of Section 34; all in Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

#### **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 <u>7</u> days prior to commencement of survey activities on the Property and, via phone or in writing, at least <u>30</u> 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 be responsible for the control of noxious weeds on land disturbed by reasonable necessary construction activities.
- 7. Grantee will erect temporary fencing as necessary to control livestock and maintain the livestock a safe distance from the construction activities.
- 8. Grantee has paid Grantor for landscaping damages.

