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

BOOK

AND PAGE

2017-002144

Klamath County, Oregon

02/28/2017 04:00:01 PM

Fee: \$102.00

ON 113 EFFECT UPON THE TITLE.	
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 20. Temporary Construction Easement Agreement	5.234(a)
	4
2) DIRECT PARTY / GRANTOR(S) ORS 205.125(Matthew S. Bedford, individually, and Scott G. Bedford 1231 Tulloch Dr.	
	
Tracy, CA 95304 B) INDIRECT PARTY / GRANTEE(S) ORS 205.12 Pacific Connector Gas Pipeline, LP 1615 Kirby Drive, Suite 500	25(1)(a) and 205.160
Houston, TX 77005	
7) TRUE AND ACTUAL CONSIDERATION ORS 93.030(5) – Amount in dollars or other	5) SEND TAX STATEMENTS TO: No Change
Other	
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)
If this instrument is being Re-Recorded, compl accordance with ORS 205.244: "RERECORDED	

, 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)

MATTHEW S. BEDFORD, INDIVIDUALLY, AND SCOTT G. BEDFORD, TRUSTEE OF THE SCOTT G. BEDFORD LIVING TRUST DATED JULY 28, 2010, EACH AS TO AN UNDIVIDED 1/2 INTEREST, AS TENANTS IN COMMON

GRANTEE(S)

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

Legal Description

A TRACT OF LAND SITUATED IN SECTIONS 20, 21, 28 AND 29, ALL IN TOWNSHIP 40 SOUTH, RANGE 10 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED ON THE ATTACHED EXHIBIT B.

Assessor's Property Tax Parcel/Account Number

R98815, R774638, R99663, R774647

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is entered into this 20 day of ______, 2010 ("Effective Date"), by and among Matthew S. Bedford, individually, and Scott G. Bedford, Trustee of the Scott G. Bedford Living Trust dated July 28, 2010, each as to an undivided 1/2 interest, as tenants in common, whose address is 1231 Tulloch Dr., Tracy, CA 95304 ("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 1-20-17 ("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.

misconduct of the Grantor, its successors, assigns,	permittee, agents or contractors.
WITNESS THE EXECUTION THIS 20	day of
GRANTOR:	GRANTOR:
Warth 5 Bisl	Scott G P
Matthew S. Bedford	Scott G. Bedford, Trustee

Grantee will not be held liable for damages of any kind that arise due to the negligent acts or willful

GRANTEE:

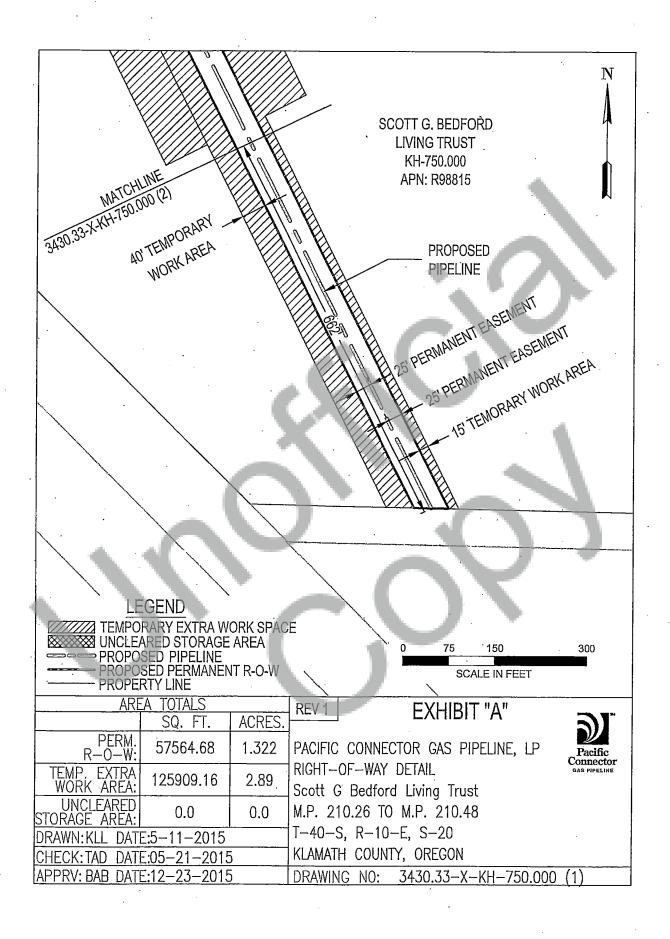
Pacific Connector Gas Pipeline, LP by its General Partner, Pacific Connector Gas Pipeline, LLC

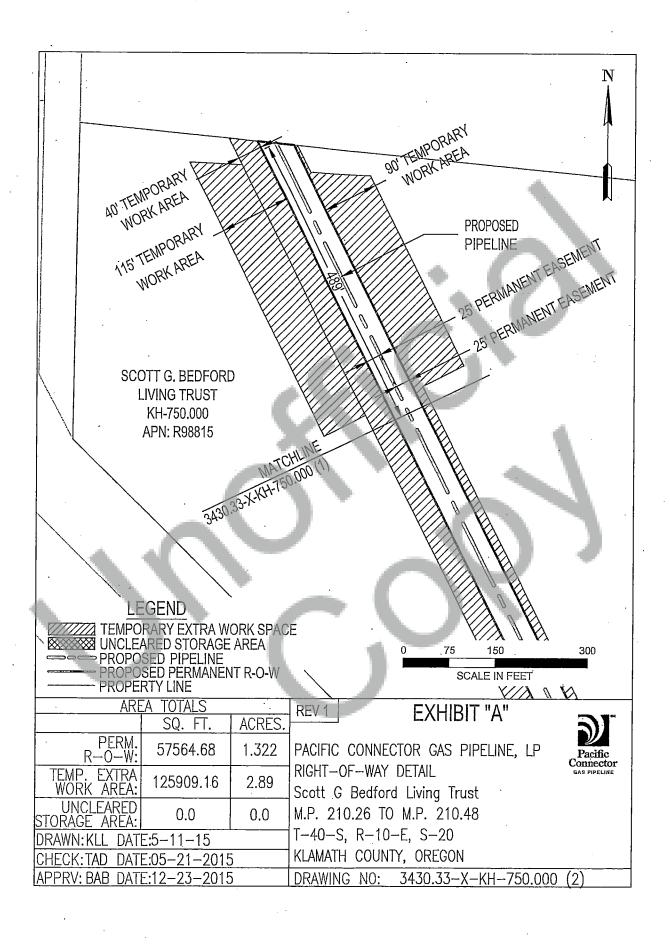
	<u> </u>
A notary public or other officer completing this certificate document to which this certificate is attached, and not the	e verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document.
State of California)	
State of California County of San Joaquin On January 20,207 before me, Matthew S Be	
700000	in Dia object Dill
On Junitary 20,201 before me, N	hicheletilger, Motary tubic,
Date NO. 111. CB.	Here Insert Name and Title of the Officer
personally appeared Mathew S Be	druck and suff 6 section
	Name(s) of Signer(s)
who proved to me on the basis of satisfactory a subscribed to the within instrument and acknowle his/her/their authorized capacity(ies), and that by his or the entity upon behalf of which the person(s) act	evidence to be the person(s) whose name(s) is are dged to me that he/she they executed the same in /hek their signature(s) on the instrument the person(s), ed, executed the instrument.
0	certify under PENALTY OF PERJURY under the laws f the State of California that the foregoing paragraph s true and correct.
MICHELE PILGER	/ITNESS my hand and official seal.
Commission # 206361	1000
Notary Public - California San Joaquin County	ignature V (Y)
My Comm. Expires Apr 6, 2018	Signature of Notary Public
Place Notary Seal Above	
	ONAL —
	nformation can deter alteration of the document or
fraudulent reattachment of this t	form to an unintended document.
Description of Attached Document	and Essement Abreement
Title or Type of Document: 18 My Way Wish	Document Date: 1-20-17
Number of Pages: Signer(s) Other Than	Named Above:
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
Signer's Name: Corporate Officer — Title(s):	Signer's Name: □ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	□ Partner — □ Limited □ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:Signer Is Representing:	☐ Other:Signer Is Representing:
organis to representing.	Oignor is representing.

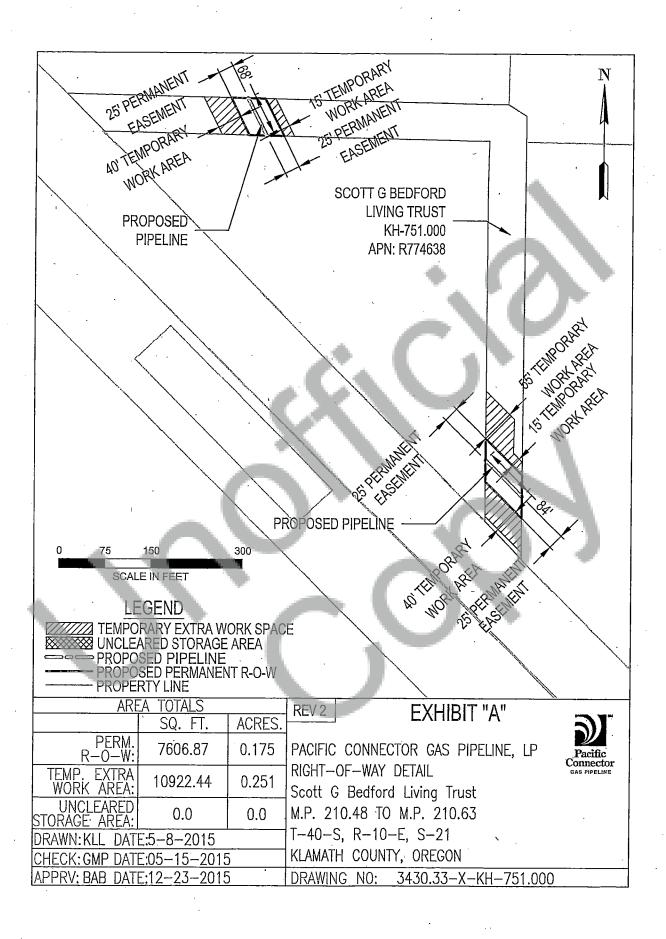
ACKNOWLEDGMENT

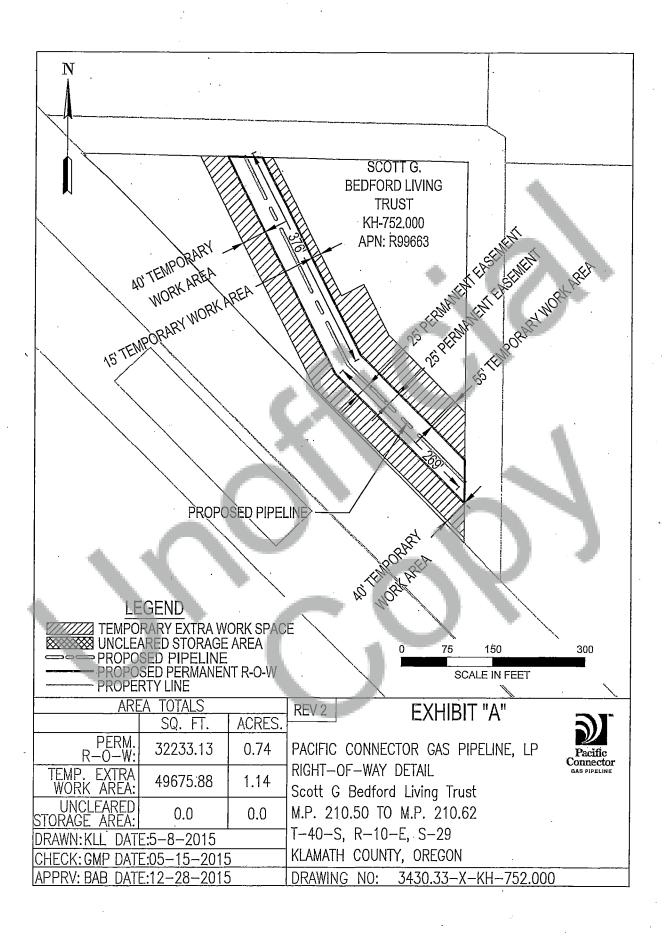
STATE OF TEXAS

STATE OF TEXAS)
COUNTY OF MUNIC)ss.)
its general partner, racing connector	personally appeared Junot Onno. Onnoton of Pacific Connector Gas Pipeline, LP, acting through reas Pipeline, LLC, and acknowledged that she/he signed the by authority of said entity and that the instrument is said entity's dipurposes mentioned therein.
Before me:	
NANCI DANIELLE MOHR Notary Public, State of Texas Commission Expires 05-13-2018 Notary ID 5708479	Notary Public in and for the State of Texas My Commission Expires: 05/13/18









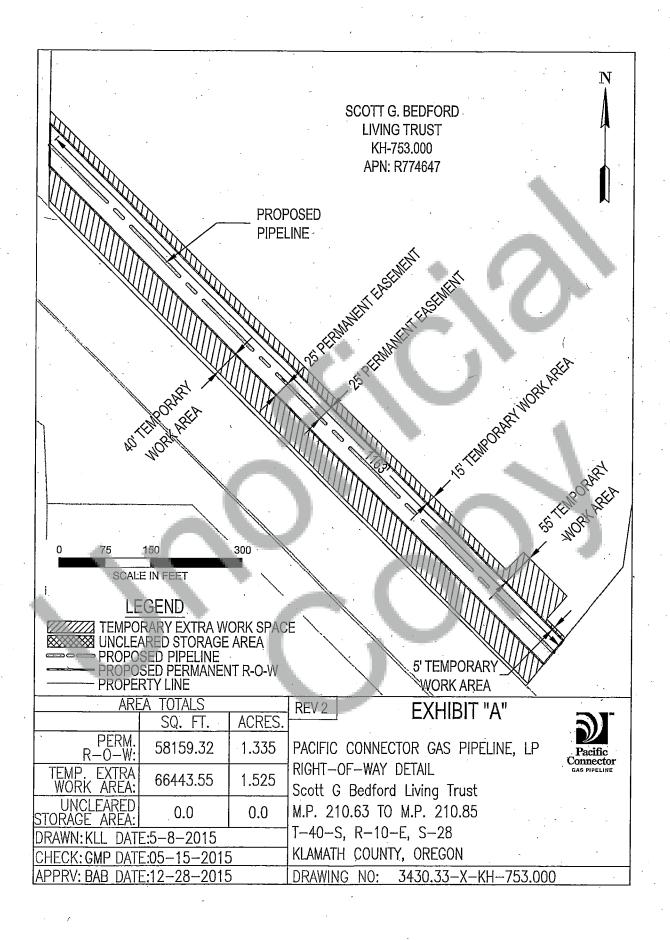


EXHIBIT B

A tract of land situated in Sections 20, 21, 28, and 29, all in Township 40 South, Range 10 East, Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the point of intersection of the Northeasterly right of way line of State Highway No. 39 (Merrill Highway) and the section line common to said Section 28 and 29: thence Northwesterly along said Northeasterly right of way line to the West line of the SE1/4 SE1/4 of said Section 20; thence Northerly along the West line of the SE1/4 SE1/4 of said Section 20 to the centerline of the U.S.B.R. No. 5 drain; thence Easterly along said drain to the Section line common to said Sections 20 and 21; thence East to the East line of the SW1/4 SW1/4 of said Section 21; thence Southerly along the East line of the SW1/4 SW1/4 of said Section 21 and the East line of the W1/2 NW1/4 of said Section 28 to the Southwesterly right of way line of the Southern Pacific Railroad; thence Southeasterly along said railroad right of way line to the South line of the NW1/4 of said Section 28; thence Westerly along the South line of the said NW1/4 to the Southwest corner of the NW1/4 of said Section 28; thence Northerly along the West line of the NW1/4 of said Section 28 to the Point of Beginning. The above described tract of land includes the right of Fred Hess, John Hess and Paul Hess, their heirs or assigns to use and maintain the existing road beginning at the intersection of Highway 39 and the line common to Sections 28 and 29, Township 40 South, Range 10 East, Willamette Meridian, running thence Northerly and Easterly to the NE1/4 SW1/4 of said Section 21.

EXCEPTING THEREFROM all that portion of the W1/2 NW1/4 of said Section 28 lying Easterly of the centerline of the USBR 5-H Drain; AND EXCEPTING THEREFROM all that portion of the W1/2 NW1/4 of said Section 28 lying Southwesterly of the Northerly line of State Hwy No. 39 (Klamath Falls – Malin Highway).

AND EXCEPTING THEREFROM all that portion of the SW1/4 SW1/4 of Section 21 lying Northeasterly and Easterly of the USBR 5-H Drain.

AND EXCEPTING THEREFROM any portion thereof in the SW14 SW1/4 of Section 21 lying within the boundaries of the USBR No. 5 Drain.

AND EXCEPTING THEREFROM any portions of the above described property lying within the boundaries of State Hwy 39, Wong Road, Chin Road and Buesing Road.

RESERVING THEREFROM an easement for ingress, egress and utilities over, under and across a strip of land 30 feet in width running from Wong Road on the West boundary of the property herein conveyed to the Northeasterly boundary of the property herein conveyed said easement to be South of, adjacent to, and parallel with the USBR No. 5 Drain. Said easement is for the benefit of the Grantor's remaining property and any subdivision thereof. Maintenance of said easement will be shared equally by all users. If any user causes excessive damage, that user will be responsible for curing that damage. Said easement is to be kept open at all times

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. In cultivated fields, Grantee will excavate the upper 12"-24" of topsoil over the trench area and will stockpile the topsoil separately from the remaining ditch spoil. To the extent practicable, during trench back filling operations, topsoil will be returned to the trench last to retain soil fertility.