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OR ITS EFFECT UPON THE TITLE.

**2017-004688**  
Klamath County, Oregon  
05/03/2017 03:57:00 PM  
Fee: \$82.00

**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

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

William Ray and Anona M. Ore

644 Joe Wright Road

Klamath Falls, OR 97603

**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 Numbers(s) of related documents**

**GRANTOR(S)**

WILLIAM RAY ORE AND ANONA M. ORE, HUSBAND AND WIFE

**GRANTEE(S)**

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

**Legal Description**

THOSE PARCELS OF LAND BEING DESCRIBED AS A PORTION OF S2 OF NE4 OF SECTION 20, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED ON THE ATTACHED EXHIBIT B.

**Assessor's Property Tax Parcel/Account Number**

R889406

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("**Agreement**") is entered into this 21 day of April, 2017 ("**Effective Date**"), by and among **William Ray Ore and Anona M. Ore, husband and wife**, by Tenants by the Entirety, whose address is **644 Joe Wright Rd., 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 Amendment to Right-of-Way and Easement Agreement, dated of even date hereto ("**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.

D. Grantor and Grantee previously entered into a Construction Stipulation Agreement, dated November 30, 2015, and recorded in the records of Klamath County, Instrument Number 2015-013303 ("**Construction Stipulation Agreement**"). Grantor and Grantee now intend to terminate the Construction Stipulation Agreement and to replace the Construction Stipulation with this Agreement.

### NOW THEREFORE,

It is understood and agreed by Grantor and Grantee that the Construction Stipulation Agreement is terminated and is of no further force and effect and that this Agreement shall govern use of the Construction Workspace on the Property as provided herein.

It is further 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

IN WITNESS WHEREOF, the parties have executed this Amendment as of this 21 day of April, 2017.

GRANTOR:

William Ray Ore  
William Ray Ore

GRANTOR:

Anona M. Ore  
Anona M. Ore

GRANTEE:

**PACIFIC CONNECTOR GAS PIPELINE, LP**  
by its General Partner, Pacific Connector Gas  
Pipeline, LLC

Imma Ariz  
, Authorized Signatory

ACKNOWLEDGMENT

STATE OF OREGON )  
COUNTY OF KLAMATH )ss.

On this 21 day of April, 2017, personally appeared William Ray Ore,  
proven to me to be the individual described in and who signed the foregoing instrument, and acknowledged to  
me that she/he signed the instrument as her/his voluntary act and deed for the uses and purposes mentioned  
therein.

Before me:



Barry Mark Pennington  
Notary Public in and for the State of Oregon  
My Commission Expires: 3/14/2021

ACKNOWLEDGMENT

STATE OF OREGON )  
COUNTY OF KLAMATH )ss.

On this 21 day of April, 2017, personally appeared ANONA M. Ore,  
proven to me to be the individual described in and who signed the foregoing instrument, and acknowledged to  
me that she/he signed the instrument as her/his voluntary act and deed for the uses and purposes mentioned  
therein.

Before me:



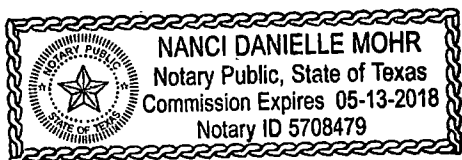
Barry Mark Pennington  
Notary Public in and for the State of Oregon  
My Commission Expires: 3/14/2021

ACKNOWLEDGMENT

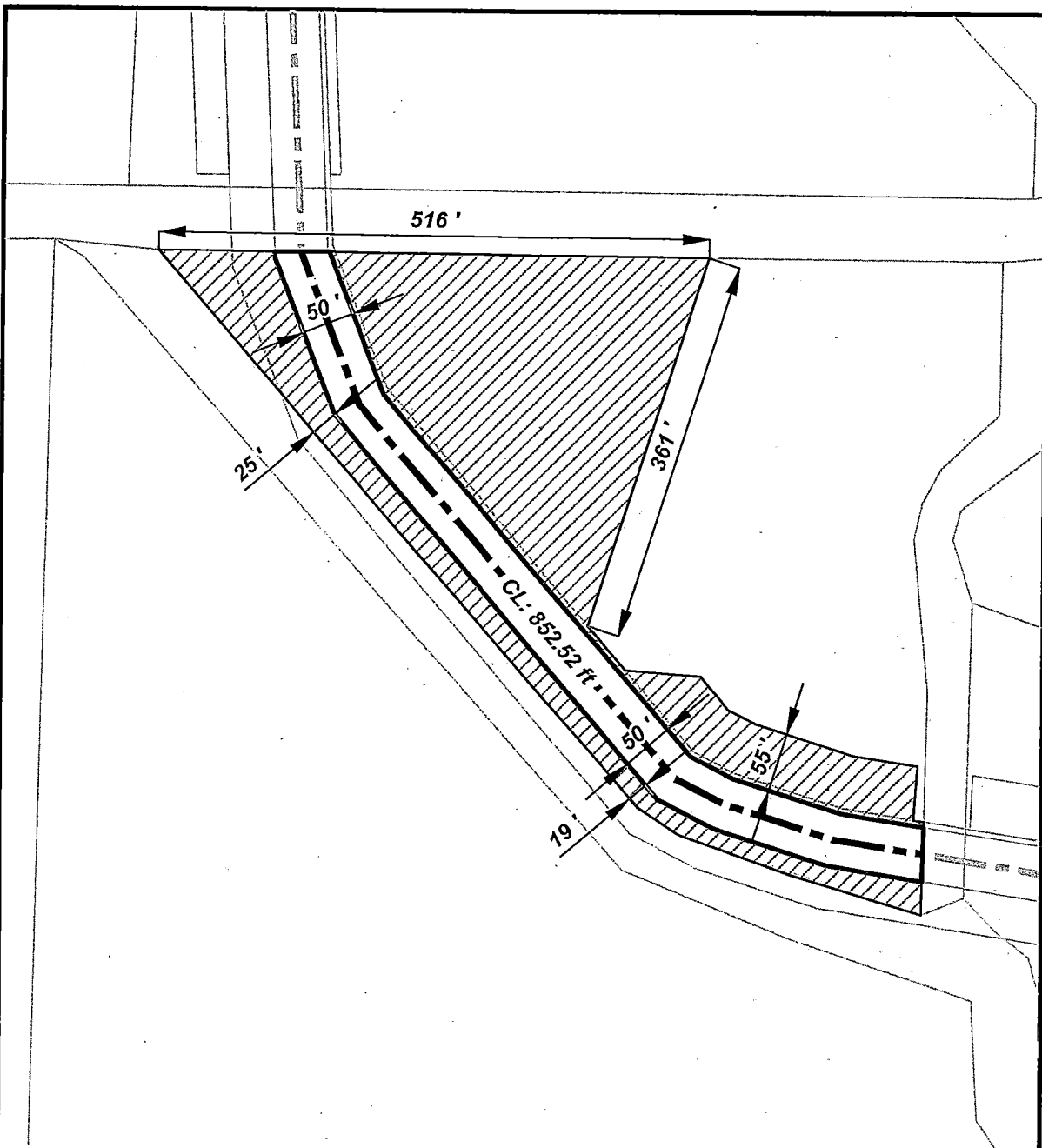
STATE OF TEXAS )  
COUNTY OF Harris )ss.

On this 27<sup>th</sup> day of April, 2017, personally appeared Imran Aizaz,  
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 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:







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



**Disclaimer:** The pipeline alignment shown is based on a line survey conducted by the project if permission to survey the property was granted by the landowner. The property boundary information was obtained from County tax maps. Because this exhibit is not based on a property survey the actual right-of-way and workspace areas may vary slightly from what is shown.

**Length of Pipeline this Tract: 852.52 ft**

**Legend**

-  Proposed Pipeline
-  Permanent Easement = 42013.21 ft<sup>2</sup> | 0.964 ac.
-  Temporary Extra Work Area = 111021.03 ft<sup>2</sup> | 2.549 ac.
-  Uncleared Storage Area = 0.00 ft<sup>2</sup> | 0.000 ac.

0 75 150 300 Feet



REV  
1

REVISED DATE:  
4/6/2017

**EXHIBIT "A"**  
PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT - Ore, William Ray and Anona M.  
APN: R889406

M.P. 200.36 TO M.P. 200.53  
T-39 S, R-9 E Sec 20  
COUNTY, OREGON

DWG: 3430.33-X-KH-673.000 (1 of 1)



## EXHIBIT B

### PARCEL 1:

Section 20, Township 39 South, Range 9 East, Willamette Meridian.

That portion of the S1/2 NE1/4 described as follows: (1) Beginning at the Southwest corner of the E1/2 E1/2 SE1/4 NE1/4 of said Section 20; thence West 1,276.5 feet along the South line of said S1/2 NE1/4; thence North 22° 40' West, 524.5 feet along the centerline of the No. 1 Drain; thence North 0° 20' West, 563.7 feet along the centerline of the No. 1 Drain; thence South 71° 12' East, 1,210.7 feet along the centerline of the 1-N Drain; thence North 8° 06' East, 721.7 feet along the centerline of the 1-N-1 Drain; thence East 234.1 feet along the North line of said S1/2 NE1/4; thence South 1,372.0 feet along the West line of the E1/2 E1/2 SE1/4 NE1/4 of said Section 20 to the point of the beginning.

### PARCEL 2:

Section 20, Township 39 South, Range 9 East, Willamette Meridian.

That portion of the S1/2 NE1/4 described as follows: (2) Beginning at the Northwest corner of the SW1/4 NE1/4 of said Section 20; thence East 751.7 feet along the North line of said S1/2 NE1/4; thence South 0° 20' East, 676.4 feet; thence North 72° 55' West, 163.9 feet along the centerline of the C-4-E Lateral; thence continuing along said centerline on a curve to the right with a radius of 193.2 feet through a central angle of 31° 07' for an arc distance of 103.7 feet; thence continuing along said centerline North 41° 48' West, 767.7 feet to the point of beginning:

EXCEPTING any portion which may lie within Parcel 1 described above.

AND EXCEPTING any portion of Parcels 1 and 2 lying within Joe Wright County Road.



## 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 60 days prior to commencement of survey activities on the Property and, via phone or in writing, at least 60 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. Restoration will include final grading where necessary, including the road to Grantor's barn.
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 re-seed disturbed areas along ROW with a seed mix native to the area or as specified by the Grantor.
7. Grantee will protect all survey monuments located within the ROW. In the event survey monuments are disturbed and/or destroyed, it will be the responsibility of the Grantee to re-establish and survey monuments in conformity with survey standards then currently established for the State of Oregon.