

**AmeriTitle** 051817A - P200m  
WAS REQUESTED TO  
RECORD THIS INSTRUMENT AS  
AN ACCOMMODATION. IT HAS NOT  
BEEN EXAMINED FOR SUFFICIENCY  
OR ITS EFFECT UPON THE TITLE.

**2017-005499**  
Klamath County, Oregon  
05/18/2017 04:03:00 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**

Timothy D. Higuera Sr.

291 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)**

TIMOTHY D. HIGUERA, SR.

**GRANTEE(S)**

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

**Legal Description**

THAT TRACT OR PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED ON THE ATTACHED EXHIBIT "B".

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

R580909

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("**Agreement**") is entered into this 11 day of MAY, 2017 ("**Effective Date**"), by and among Timothy D. Higuera, Sr., whose address is 291 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 Right-of-Way and Easement Agreement, dated MAY 9, 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.

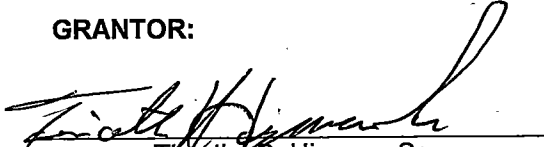
The term of this Agreement begins upon the Effective Date and expires on the fifth anniversary of the Effective Date ("**Expiration Date**"). At the election of Grantee, the term of this Agreement may be extended by up to five years following the Expiration Date in exchange for additional rental payments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

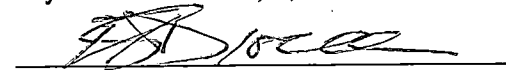
WITNESS THE EXECUTION THIS 9<sup>th</sup> day of MAY, 20 17

GRANTOR:

  
\_\_\_\_\_  
Timothy D. Higuera, Sr.

GRANTEE:

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

  
\_\_\_\_\_  
Tony Diore, Authorized Signatory

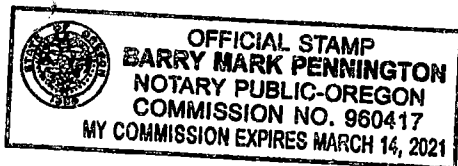
ACKNOWLEDGMENT

STATE OF OREGON )

COUNTY OF KLAMATH ) ss.

On this 9 day of MAY, 2017, personally appeared TIMOTHY D. HUGHERA SR., 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:



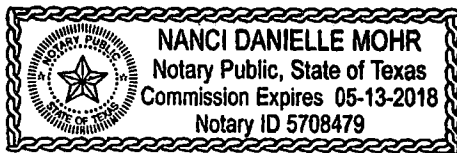
Barry Mark Pennington  
Notary Public in and for the State of Oregon  
My Commission Expires: 3/14/2021

ACKNOWLEDGMENT

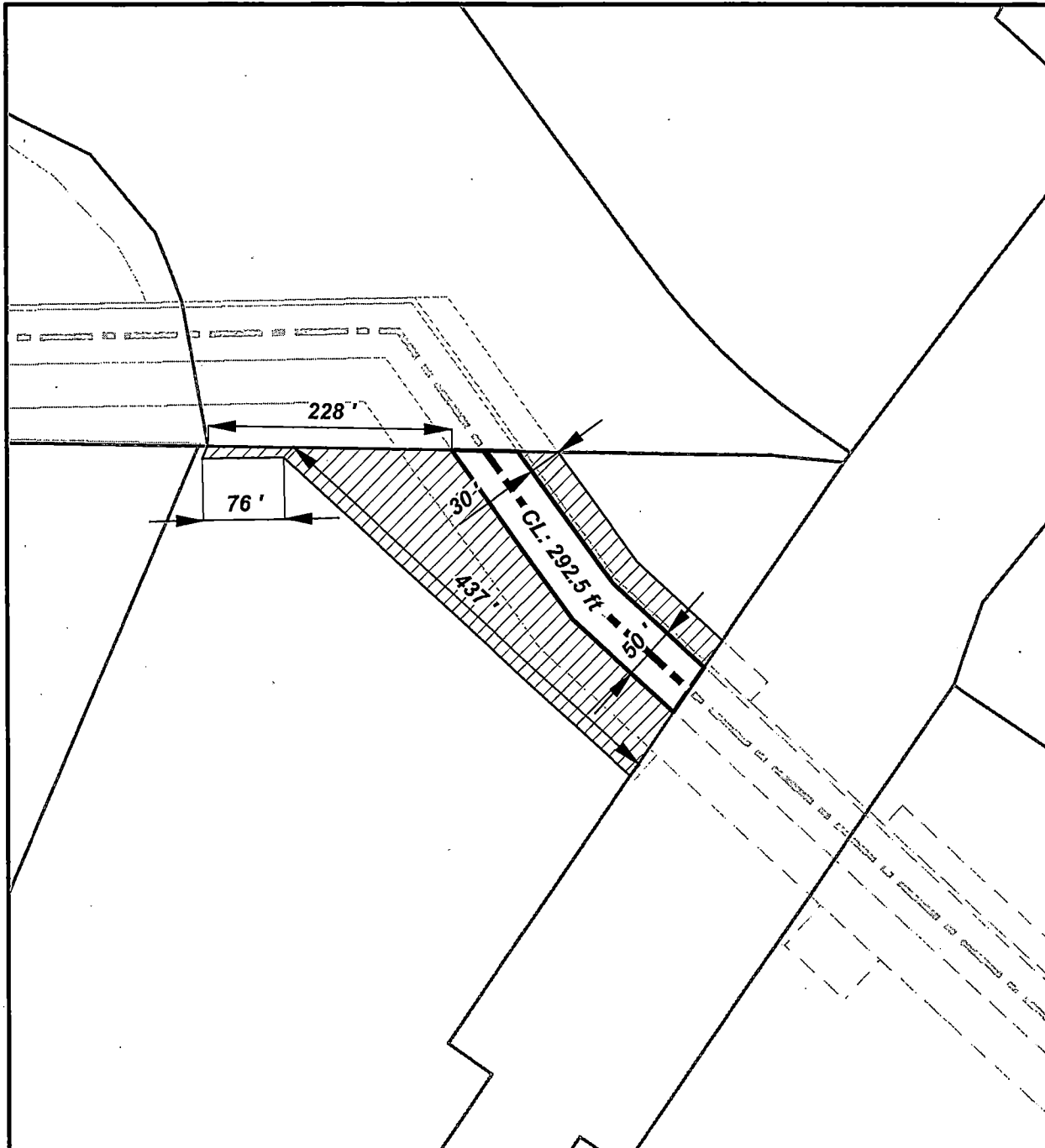
STATE OF TEXAS )  
COUNTY OF Harris )ss.

On this 15<sup>th</sup> day of May, 2017, personally appeared Jony Dione,  
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: 292.5 ft**

**Legend**

- Proposed Pipeline
- Permanent Easement = 14625.06 ft<sup>2</sup> | 0.336 ac.
- Temporary Extra Work Area = 41648.84 ft<sup>2</sup> | 0.956 ac.
- Uncleared Storage Area = 0.00 ft<sup>2</sup> | 0.000 ac.
- Property Line

0 75 150 300 Feet



REV  
2

REVISED DATE:  
4/19/2017

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

PROPERTY EXHIBIT - Higuera, SR.  
APN: R580909

M.P. 200 TO M.P. 200.06  
T-39 S, R-9 E Sec 20  
COUNTY, OREGON



DWG: 3430.33-X-KH-670.000 (1 of 1)

## EXHIBIT B

A portion of Section 20, Township 39 South, Range 9 East, Willamette Meridian in Klamath County, Oregon, more particularly described as follows:

Starting at an iron pin at the intersection of the Northerly right-of-way line of Joe Wright Road with the Easterly right-of-way line of The Dalles-California Highway 97 in the NE1/4 NE1/4 of Section 19, Township 39 South, Range 9 East, Willamette Meridian; thence South  $63^{\circ} 09' 52''$  East along the Northerly right-of-way line of Joe Wright Road a distance of 496.60 feet to a point; thence North  $89^{\circ} 28' 26''$  East along the Northerly right-of-way line of Joe Wright Road a distance of 888.95 feet to the TRUE POINT OF BEGINNING; thence North  $22^{\circ} 16' 04''$  East a distance of 1,553.93 feet to a point; thence North  $89^{\circ} 49' 40''$  East a distance of 535.05 feet to a point; thence South  $86^{\circ} 00' 58''$  East a distance of 68.85 feet to a point in the Northwestern right-of-way line of the Southern Pacific Railroad; thence South  $33^{\circ} 37' 54''$  West a distance of 653.08 feet to a point; thence South  $56^{\circ} 22' 06''$  East a distance of 50.00 feet to a point; thence South  $33^{\circ} 37' 54''$  West a distance of 1,033.68 feet to a point on the Northerly right-of-way line of Joe Wright Road; thence South  $89^{\circ} 28' 26''$  West a distance of 300.00 feet to the True Point of Beginning.



## **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.