

AmeriTitle 061217B-Rec.com
WAS REQUESTED TO
RECORD THIS INSTRUMENT AS
AN ACCOMMODATION. IT HAS NOT
BEEN EXAMINED FOR SUFFICIENCY
OR ITS EFFECT UPON THE TITLE.

2017-006377
Klamath County, Oregon
06/12/2017 10:29:00 AM
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

Stephen L. Ward

11622 Hwy. 66

Klamath Falls, OR 97601

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)

STEPHEN L. WARD, AN ESTATE IN FEE SIMPLE

GRANTEE(S)

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

Legal Description

THAT CERTAIN PARCEL, OR PARCELS, OF LAND LYING IN THE E2 NW4 OF SECTION 33, TOWNSHIP 39 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED ON THE ATTACHED EXHIBIT "B".

Assessor's Property Tax Parcel/Account Number

R502254

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is entered into this 6th day of June, 2017 ("**Effective Date**"), by and among Stephen L. Ward, an estate in fee simple, whose address is 11622 Hwy 66, Klamath Falls, OR 97601 ("**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 6-6-17 ("**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.

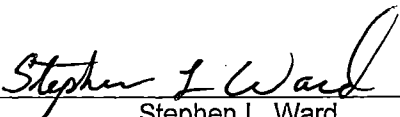
The term of this Agreement begins upon the Effective Date and expires on the fifth anniversary of the Effective Date ("**Expiration Date**"). At the election of Grantee, the term of this Agreement may be extended by up to five years following the Expiration Date in exchange for additional rental payments ("**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 6 day of June, 20 17

GRANTOR:

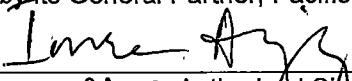


Stephen L. Ward

GRANTEE:

Pacific Connector Gas Pipeline, LP

by its General Partner, Pacific Connector Gas Pipeline, LLC



Imran Aizer, Authorized Signatory

ACKNOWLEDGMENT

STATE OF OREGON

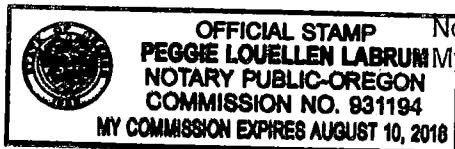
)
)ss.
)

COUNTY OF KLAMATH

On this 6 day of June, 2017, personally appeared Stephen L. Ward,
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:

Peggy Louellen Labrum



Notary Public in and for the State of Oregon.
My Commission Expires: 8-10-2018

ACKNOWLEDGMENT

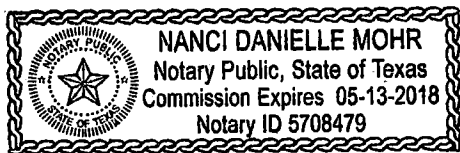
STATE OF TEXAS)

COUNTY OF Harris)

)ss.

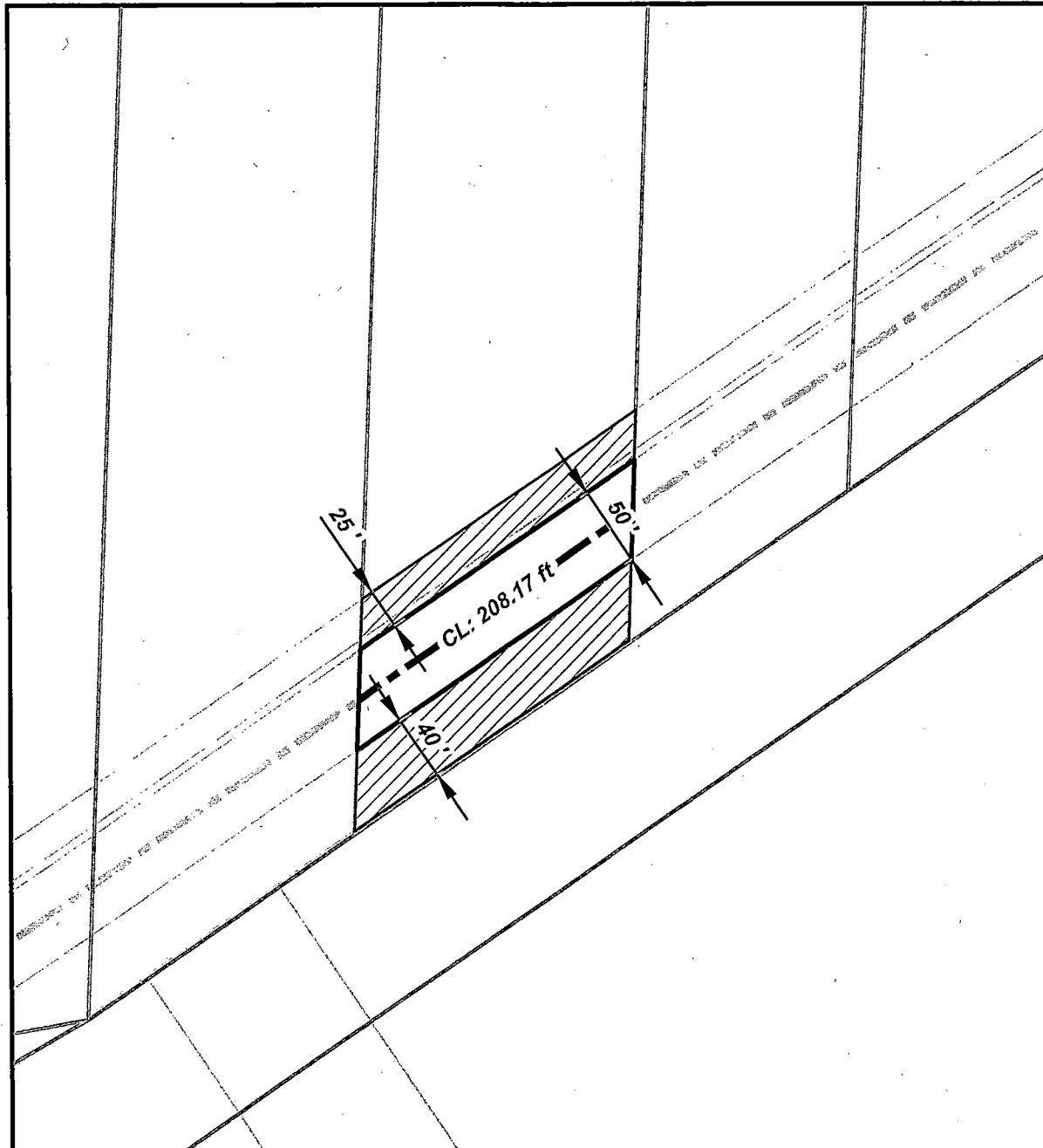
On this 8th day of June, 2017, personally appeared Imran Aizaz, proven to me to be the Authorized Signatory of Pacific Connector Gas Pipeline LP, acting through its general partner, Pacific Connector Gas Pipeline, LLC, and acknowledged that she/he signed the forgoing instrument on behalf of and by authority 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

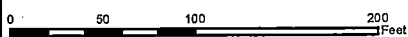


Disclaimer: The pipeline alignment shown is based on a line survey conducted by the project if permission to survey the property was granted by the landowner. The property boundary information was obtained from County tax maps. Because this exhibit is not based on a property survey the actual right-of-way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

Length of Pipeline this Tract: 208.17 ft

Legend

- Proposed Pipeline
- Permanent Easement = 10408.60 ft² | 0.239 ac.
- Temporary Extra Work Area = 13534.31 ft² | 0.311 ac.
- Uncleared Storage Area = 0.00 ft² | 0.000 ac.
- Property Line



REV
1
REVISED DATE:
5/9/2017

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT - Ward, Stephe
APN: R502254

M.P. 192.8 TO M.P. 192.83
T-38 S, R-8 E Sec 33
COUNTY, OREGON



DWG: 3430.33-X-KH-620.000 (1 of 1)

EXHIBIT B

A portion in the E1/2 NW1/4 of Section 33, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

The E1/2 of the following described property:

Beginning on the Southerly line of the Klamath Falls – Ashland or Greensprings Highway at a stake which is South 135 feet and South 62 degrees 22 1/2' West 1122 feet from the quarter corner common to Sections 28 and 33, Township 39 South, Range 8 East of the Willamette Meridian; thence South 62 degrees 22 1/2' West 374 feet along the Southerly line of said highway to an iron pin; thence South parallel with the West line of said Section 33, 1658.6 feet to a stake on the Northerly right of way line of the Weyerhaeuser Logging Railroads; thence Northeasterly along the North line of said right of way 406.85 feet to a stake; thence North 1639.5 feet to the place of beginning.

EXCEPTING THEREFROM the following:

Beginning on the Southerly line of the Klamath Falls – Ashland or Greensprings Highway at a stake which is South 135 feet and South 62 degrees 22 1/2' West 1122 feet from the quarter corner common to Sections 28 and 33, Township 39 South, Range 8 East of the Willamette Meridian; thence South 62 degrees 22 1/2' West 187 feet along the Southerly line of said highway to an iron pin; thence South parallel with the West line of said Section 33, 310 feet to a point; thence at right angles East to a point due South of the point of beginning; thence North parallel with the West line of said Section 33 to the point of beginning, situated in Klamath County, Oregon.

EXCEPTING THEREFROM the Easterly 30 feet.

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 crop damages.