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OR ITS EFFECT UPON THE TITLE.

2017-008640
Klamath County, Oregon
08/01/2017 01:42:00 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

Russell L. McIntyre

5280 Old Midland 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)

RUSSELL L. MCINTYRE

GRANTEE(s)

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

Legal Description

THOSE PARTS OR PORTIONS OF E1/2 W1/2 NE1/4 SITUATED IN SECTION 2, TOWNSHIP 40 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

R91288

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is entered into this 8 day of July, 2017 ("**Effective Date**"), by and among Russell L. McIntyre, whose address is 5280 Old Midland Road, 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 April 15, 2016, and recorded in the records of Klamath County, Instrument Number 2016-005076 ("**Construction Stipulation Agreement**") Grantor and Grantee now intend to terminate the Construction Stipulation Agreement and to replace the Construction Stipulation Agreement 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 ("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 8 day of JULY, 2017

GRANTOR:

Russell L McIntyre
Russell L. McIntyre

GRANTEE:

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

Imre Aziz
, Authorized Signatory

ACKNOWLEDGMENT

STATE OF OREGON

COUNTY OF KLAMATH

)
)ss.
)

On this 8 day of July, 2017, personally appeared RUSSELL L. MCINTYRE
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

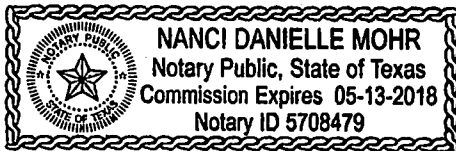
STATE OF TEXAS

COUNTY OF Harris

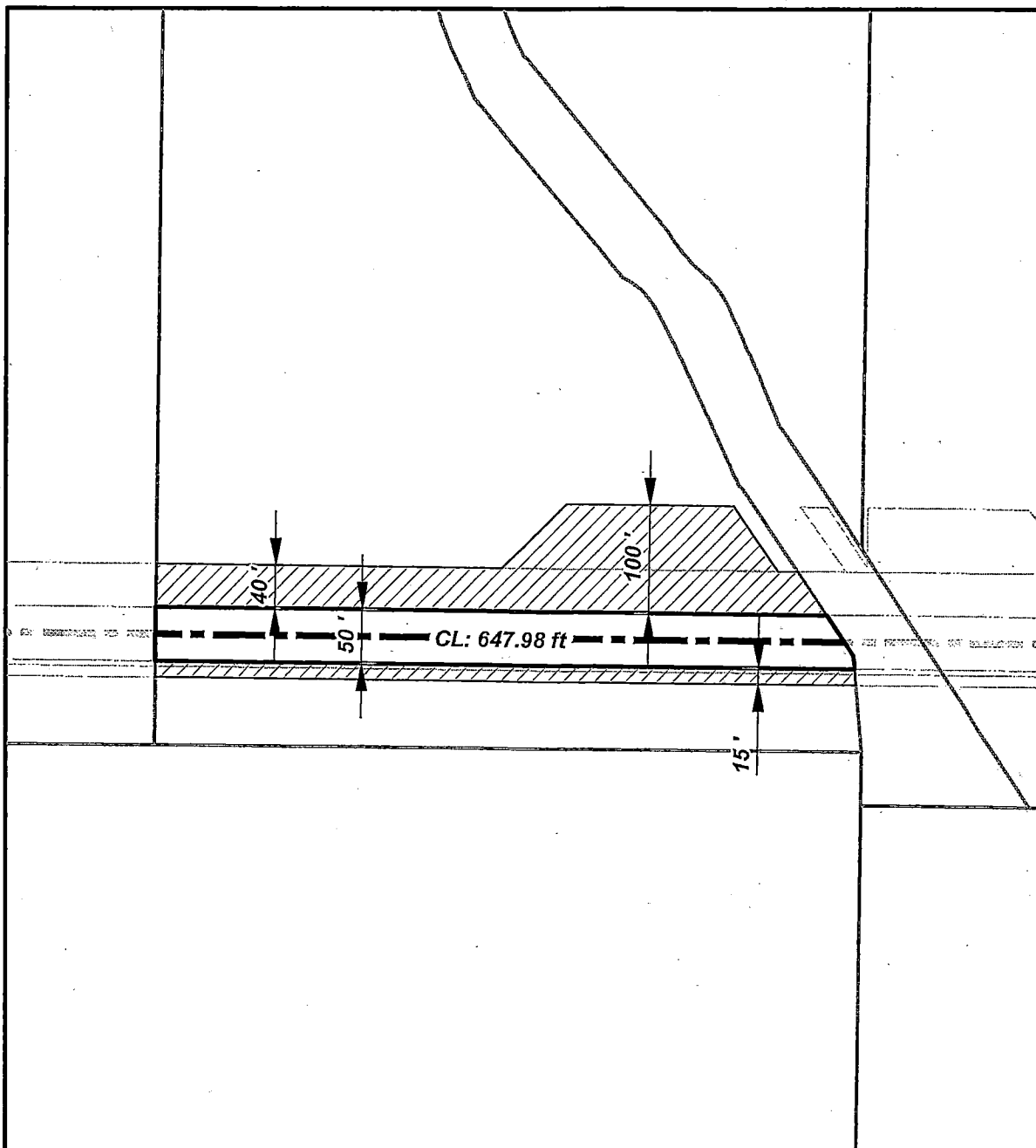
)
) ss.
)

On this 26th day of July, 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: 647.98 ft

Legend

- Proposed Pipeline
- Permanent Easement = 32359.40 ft² | 0.743 ac.
- Temporary Extra Work Area = 47081.64 ft² | 1.081 ac.
- Uncleared Storage Area = 0.00 ft² | 0.000 ac.
- Property Line

0 75 150 300 Feet



REV
1

REVISED DATE:
6/15/2017

EXHIBIT "A"

PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT - McIntyre, Russell
APN: R91288

M.P. 205.38 TO M.P. 205.50
T-40 S, R-9 E Sec 2
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-706.000 (1 of 1)

TRACT: KH-706.000



EXHIBIT B

The E1/2 W1/2 NE1/4 of Section 2, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon. Less the following described portion thereof, to wit:

Beginning at a point in the line marking the Northerly boundary of said Section 2 from which the Northeasterly corner of said Section 2 bears North 89 deg 53 min East 1747.2 feet distant, and running thence South 0 deg 39 min East 465.5 feet; thence North 78 deg 40 min East, 62.5 feet; thence South 2 deg 45 min East, 917 feet, more or less, to a point in the line marking the Northeasterly boundary of the right of way of the C-4-C Canal of the U.S.R.S. Klamath Project; thence Southeasterly along said right of way boundary line to its intersection with the Easterly boundary of the said W1/2 NE1/4 of said Section 2; thence Northerly along said boundary line to the Northeastern corner of the said W1/2 NE1/4 of said Section 2; thence South 89 deg 53 min West 422.2 feet, more or less, to the point of beginning.

ALSO SAVING AND EXCEPTING any portion lying within the USBR C-4 Lateral.

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 10 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. 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.