



083017B-Accom

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RECORD THIS INSTRUMENT AS
AN ACCOMMODATION. IT HAS NOT
BEEN EXAMINED FOR SUFFICIENCY
OR ITS 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.

2017-009783

Klamath County, Oregon

08/30/2017 02:28:00 PM

Fee: \$82.00

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

Friend L. Green and Andrea R. Van Pelt

58258 Fairview Road

Coquille, OR 97423

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)

FRIEND L. GREEN AND ANDREA R. VAN PELT, NOT AS TENANTS IN COMMON, BUT WITH RIGHTS OF SURVIVORSHIP

GRANTEE(s)

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

Legal Description

THAT CERTAIN PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 27 SOUTH, RANGE 12 WEST OF THE WILLAMETTE MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED ON THE ATTACHED EXHIBIT B.

Assessor's Property Tax Parcel/Account Number

665604

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("**Agreement**") is entered into this 18th day of August, 2017 ("**Effective Date**"), by and among Friend L. Green and Andrea R. Van Pelt, not as tenants in common, but with rights of survivorship, whose address is 58258 Fairview Road, Coquille, OR 97423 ("**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 August 18, 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.

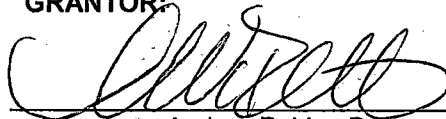
WITNESS THE EXECUTION THIS 18th day of August, 20 17

GRANTOR:



Friend L. Green

GRANTOR:

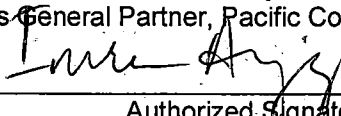


Andrea R. Van Pelt

GRANTEE:

Pacific Connector Gas Pipeline, LP

by its General Partner, Pacific Connector Gas Pipeline, LLC



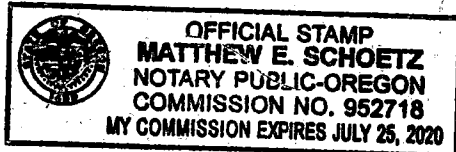
, Authorized Signatory

ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF Coos) ss.

On this 18th day of August, 2017, personally appeared Friend L. Green, 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:



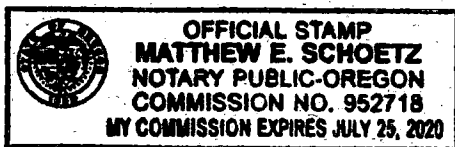
Matthew E. Schoetz
Notary Public in and for the State of Oregon
My Commission Expires: July

ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF Coos) ss.

On this 18th day of August, 2017, personally appeared Andrea R. Van Pelt, 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:



Matthew E. Schoetz
Notary Public in and for the State of Oregon
My Commission Expires: July 25, 2020

ACKNOWLEDGMENT

STATE OF TEXAS

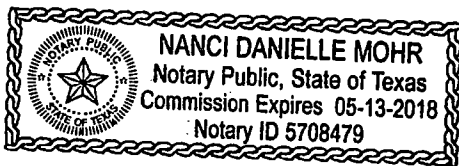
COUNTY OF

Harris

)
)ss.
)

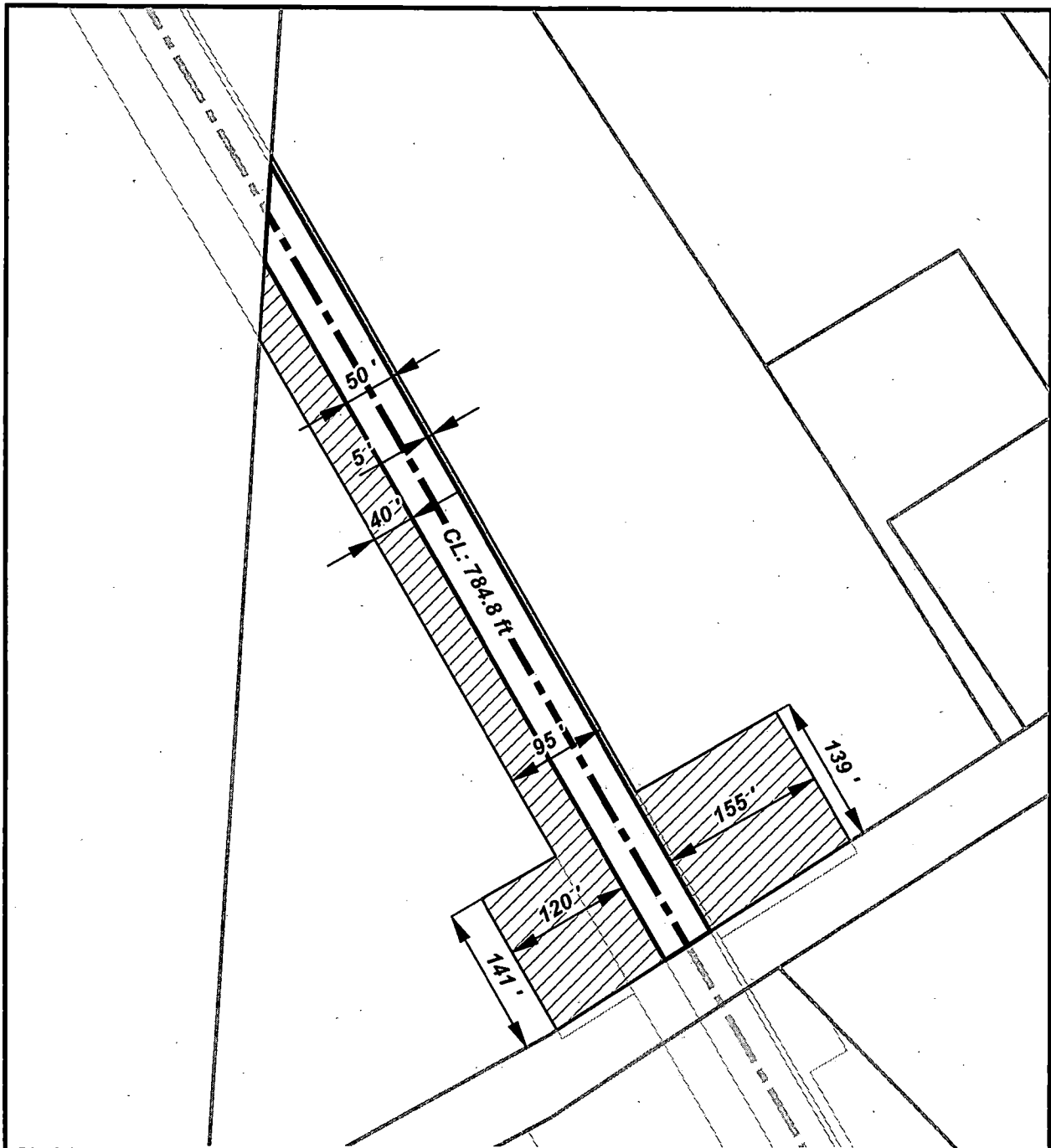
On this 24th day of August, 2017, personally appeared Imran Aizaz, proven to me to be the Authorized Signatory of Pacific Connector Gas Pipeline, LP, acting through its general partner, Pacific Connector Gas Pipeline, LLC, and acknowledged that she/he signed the forgoing instrument on behalf of and by 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: 784.8 ft

Legend

- Proposed Pipeline
- Permanent Easement = 39239.97 ft² | 0.901 ac.
- Temporary Extra Work Area = 65355.70 ft² | 1.500 ac.
- Uncleared Storage Area = 0.00 ft² | 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 - Green, Friend
APN: 665604

M.P. 22.43 TO M.P. 22.57
T-27 S, R-12 W Sec 24
COOS COUNTY, OREGON



DWG: 3430.33-X-CO-131.000 (1 of 1)

TRACT: CO-131.000

EXHIBIT B

Beginning at a 1/2 inch iron pipe on the Northwestern boundary of the Coquille-Fairview County Road at a distance of 1098.52 feet North and 675.77 feet East of the Southwest corner of Section 24, Township 27 South, Range 12 West of the Willamette Meridian, Coos County, Oregon; thence North 37° 28' West at right angles to the County Road for a distance of 890.6 feet to a 1/2 inch pipe; thence continuing North 37° 28' West for 300 feet, more or less, to the West boundary of Section 24; thence Southerly along Section line for a distance of 1450 feet, more or less, to the point on the Northwestern boundary of said County Road; thence along said road boundary in a Northeasterly direction to the 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.
6. Grantee has identified two stream crossings on the Property that have water in them only during the winter months. During Construction Workspace restoration, Grantor will re-establish original surface contours and water flow channels.
7. Grantor has identified a water well on the property. Prior to construction, Grantee and Grantor will locate, stake out, and take reasonable steps to protect the existing well during construction. Grantor has signed the PCGP Groundwater Testing & Sampling form. Grantor authorizes Grantee to establish a baseline yield and quality data for the water well prior to construction. During or after construction, Grantor will notify Grantee if there is evidence the water well has been negatively impacted by construction. Upon notification from Grantor, Grantee will conduct post construction monitoring. If substantiated by post-construction monitoring, the well or delivery lines damaged by construction will be rehabilitated where practical. If rehabilitation is impractical, a replacement well will be drilled by Grantee.