

AmeriTitle 12017B-ACCOM
WAS REQUESTED TO
RECORD THIS INSTRUMENT AS
AN ACCOMMODATION. IT HAS NOT
BEEN EXAMINED FOR SUFFICIENCY
OR ITS EFFECT UPON THE TITLE.

2017-013814
Klamath County, Oregon
12/01/2017 03:33:01 PM
Fee: \$87.00

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

Calvin L. McNary and Charlotte M. McNary

13779 Matney 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

BOOK _____ AND PAGE _____, OR AS FEE NUMBER _____, PREVIOUSLY RECORDED IN _____."

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)

CALVIN L. McNARY AND CHARLOTTE M. McNARY, AS TENANTS BY THE ENTIRETY

GRANTEE(s)

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

Legal Description

THAT CERTAIN PARCEL OF LAND LYING IN SECTION 7, TOWNSHIP 40 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED ON THE ATTACHED EXHIBIT "B".

Assessor's Property Tax Parcel/Account Number

R97148

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is entered into this 21 day of OCTOBER, 2017 ("**Effective Date**"), by and among Calvin L. McNary and Charlotte M. McNary, as tenants by the entirety, whose address is 13779 Matney 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 OCTOBER 21, 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 21 day of OCTOBER, 20 17

GRANTOR:

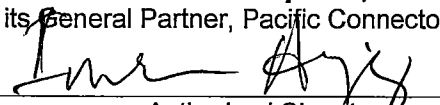

Calvin L. McNary

GRANTOR:


Charlotte M. McNary

GRANTEE:

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


, Authorized Signatory

ACKNOWLEDGMENT

STATE OF OREGON)

COUNTY OF KLAMATH)

)ss.

On this 21 day of OCTOBER, 2017, personally appeared Calvin L. McNary, 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 OCTOBER, 2017, personally appeared Charlotte M. McNary, 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:



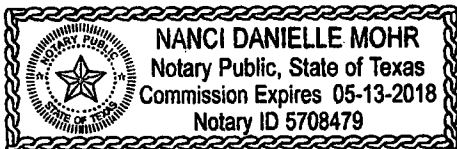
Barry Mark Pennington
Notary Public in and for the State of Oregon
My Commission Expires: 3/14/2021

ACKNOWLEDGMENT

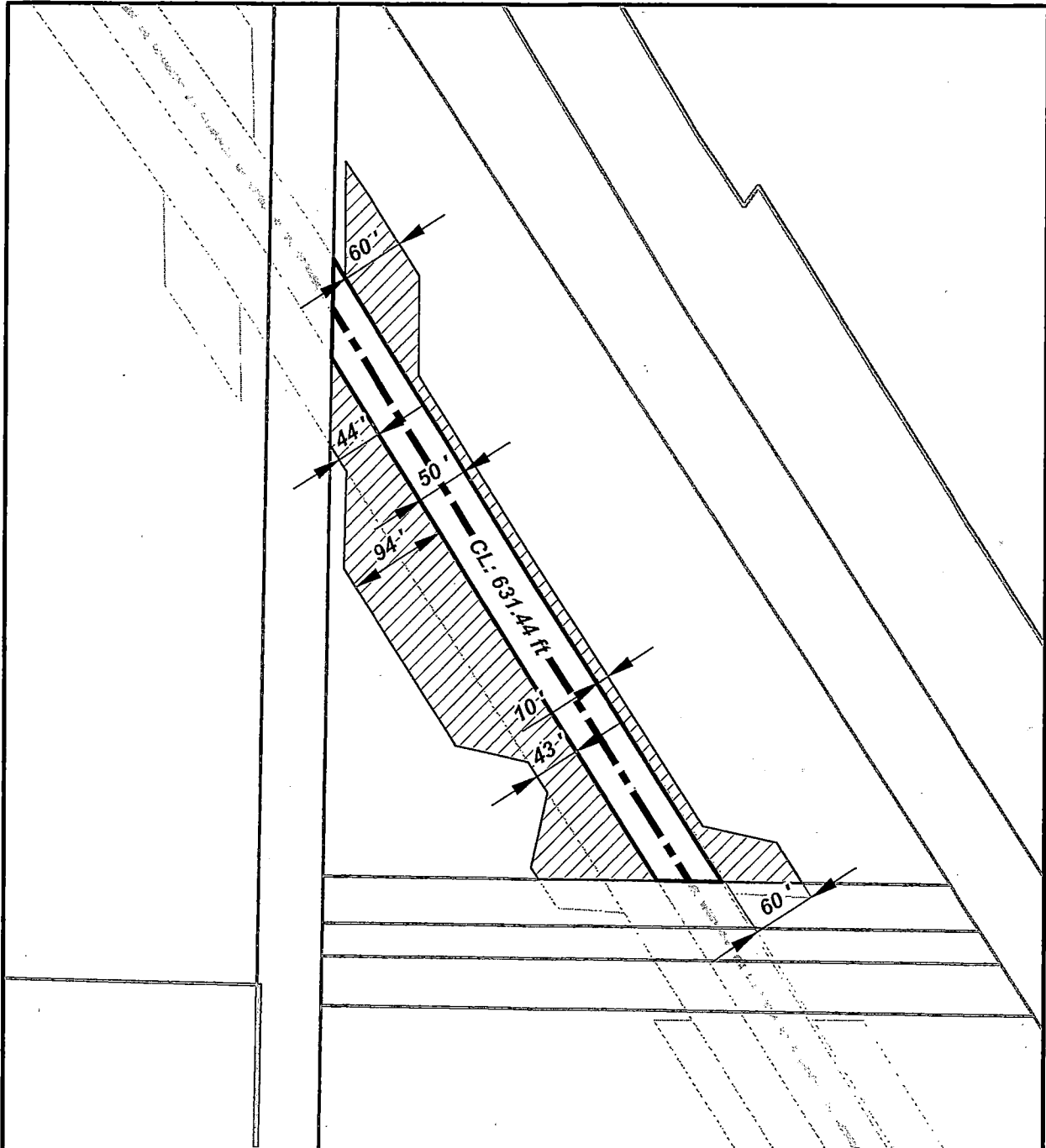
STATE OF TEXAS)
COUNTY OF Harris) ss.

On this 26th day of October, 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: 631.44 ft

Legend

	Proposed Pipeline		
	Permanent Easement	= 31570.90 ft ²	0.725 ac.
	Temporary Extra Work Area	= 55392.92 ft ²	1.272 ac.
	Uncleared Storage Area	= 0.00 ft ²	0.000 ac.
	Property Line		

0 75 150 300 Feet



REV
2

REVISED DATE:
10/12/2017

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP



PROPERTY EXHIBIT - MCNARY, CALVIN L. and MCNARY CHARLOTTE M.
APN: R97148

M.P. 207.28 TO M.P. 207.40
T-40 S, R-10 E Sec 7
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-721.000 (1 of 1)

TRACT: KH-721.000

EXHIBIT B

The portion of the Northwest Quarter of the Southwest Quarter of Section 7, Township 40 South, Range 10 East, Willamette Meridian, Klamath County, Oregon, lying southwesterly of the Southern Pacific Railroad right of way and North of the C-7 lateral; EXCEPTING THEREFROM any portion lying within the limits of Matney 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 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 a septic system within the pipeline Construction Workspace. Prior to construction, Grantee and Grantor will locate, stakeout, and protect the existing septic system including drain fields. Grantee will repair any damage to Grantor's septic system caused by construction.
7. The cost to pressure wash and exterminate Grantor's house after construction is complete was prepaid by Grantee to Grantor at the time this Agreement was executed.
8. Grantee will maintain Grantor's access to residence at all times during construction.
9. During the construction on the Property, Grantee will reimburse Grantor for reasonable costs of alternate living accommodation necessitated by construction. Reimbursement will consist of up to 30 days of documented lodging, meal, and incidental expenses at the CONUS per diem rates in effect at that time.
10. Grantee will re-seed disturbed areas along the Construction Workspace with a seed mix native to the area or (unless prohibited by law or regulation) as specified by the Grantor.
11. Grantee will erect temporary fencing on both sides of the Construction Workspace and provide a gate/walkthrough access at a mutually agreed upon location. This fence may be removed after restoration by Grantee, at Grantor's request.
12. Grantee has prepaid Grantor for the reasonable cost of boarding, feeding and containing animals for a period of six (6) months at the rate of \$300.00 per month. This amount covers all costs associated with boarding, feeding and/or containing animals(s), including extra feed, transportation or any other associated costs. If additional time is needed during construction

after the prepaid six (6) month period has expired before animals can be returned to the Property, Grantee will pay Grantor the same monthly rate as above until animals can be returned to the Property. Grantee will notify Grantor prior to construction of the date animals must be removed from the Property. Grantor and Grantee will mutually agree when animals may be returned to the Property.

13. The cost to install approximately 900 linear feet of 48" barbed wire fence, t-poles, H-braces, and a 16'5-tube gate after construction is complete was prepaid by Grantee to Grantor at the time this Agreement was executed.
14. The cost to replace approximately 550 linear feet of water mainline from the well to the pump and the associated electrical wires after construction is complete was prepaid by Grantee to Grantor at the time this Agreement was executed.