

**AmeriTitle** 010918B - Precom  
WAS REQUESTED TO  
RECORD THIS INSTRUMENT AS  
AN ACCOMMODATION. IT HAS NOT  
BEEN EXAMINED FOR SUFFICIENCY  
OR ITS EFFECT UPON THE TITLE.

**2018-000353**

Klamath County, Oregon

01/09/2018 03:13:01 PM

Fee: \$97.00

**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**

Deep Creek Ranch, an Oregon General Partnership

PO Box Drawer F

Merrill, OR 97633

**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)**

DEEP CREEK RANCH, AN OREGON GENERAL PARTNERSHIP

**GRANTEE(s)**

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

**Legal Description**

THAT CERTAIN PARCEL, OR PARCELS, OF LAND LYING IN SECTION 25, TOWNSHIP 40 SOUTH, RANGE 10 EAST AND SECTION 30, TOWNSHIP 40 SOUTH, RANGE 11 EAST, BOTH OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, AND BEING MORE FULLY DESCRIBED IN "EXHIBIT B".

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

R99217, R587948, R587975, R804348

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is entered into this 13 day of December, 2017 ("Effective Date"), by and among DEEP CREEK RANCH, an Oregon General Partnership, whose address is PO Box Drawer F, Merrill, OR 97633 ("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 December 13, 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.

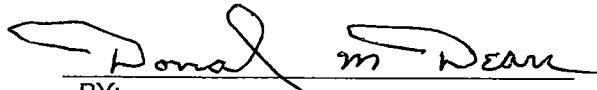
Grantee will possess the above-described rights and such rights will be binding upon Grantor, its heirs, legal representatives and successors in title. Either party may record this Agreement in the records of real property in the county where the Property is located.

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 13<sup>th</sup> day of December, 20 17

**GRANTOR:**

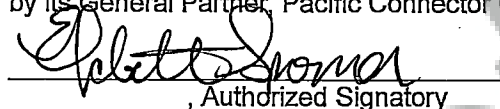
DEEP CREEK RANCH, an  
Oregon General Partnership

  
BY:

Constance C. Dean  
AKA CONNIE DEAN

**GRANTEE:**

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

  
, Authorized Signatory

ACKNOWLEDGMENT

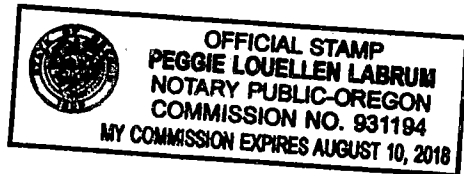
STATE OF OREGON )

COUNTY OF Klamath ) ss.

On this 13th day of December, 2017, personally appeared Donal M. Dear,  
proven to me to be the partner of Deep Creek Ranch,  
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:

Peggie Louellen Labrum



Notary Public in and for the State of Oregon  
My Commission Expires: August 10, 2018

ACKNOWLEDGMENT

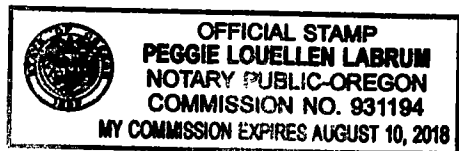
STATE OF OREGON )

COUNTY OF Klamath ) ss.

On this 13th day of December, 2017, personally appeared Constance C. Dear,  
proven to me to be the partner of Deep Creek Ranch,  
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:

Peggie Louellen Labrum

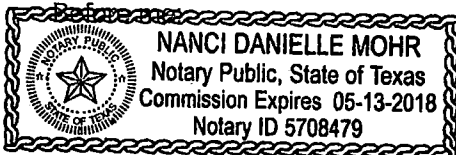


Notary Public in and for the State of Oregon  
My Commission Expires: August 10, 2018

ACKNOWLEDGMENT

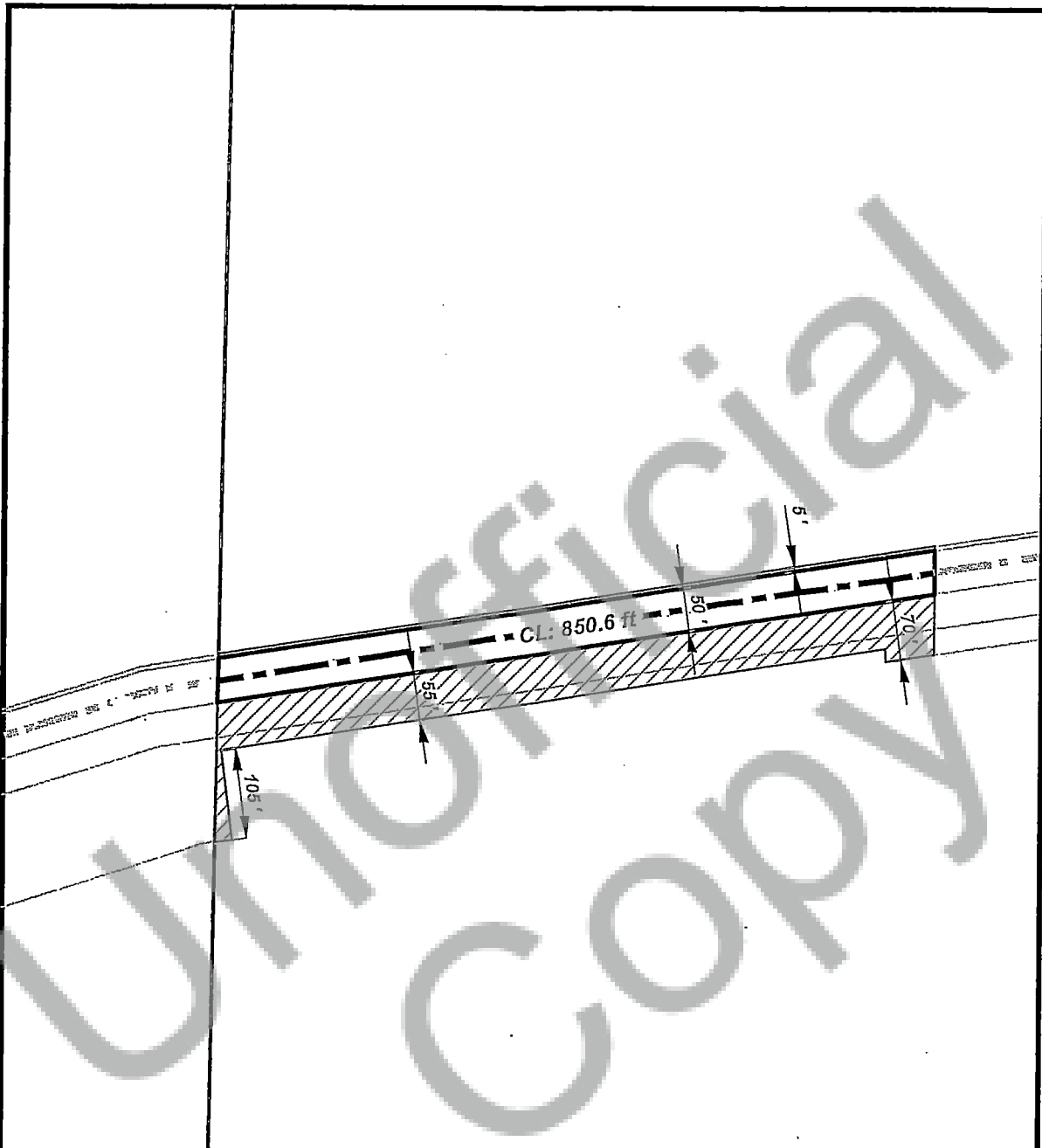
STATE OF TEXAS )  
COUNTY OF Harris ) ss.

On this 5th day of January, 2018, personally appeared Elizabeth Spamer, 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.



Nanci D. Mohr

Notary Public in and for the State of Texas  
My Commission Expires: 05/13/18

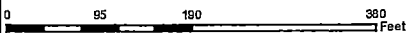


**Disclaimer:** The pipeline alignment shown is based on a line survey conducted by the project if permission to survey the property was granted by the landowner. The property boundary information was obtained from County tax maps. Because this exhibit is not based on a property survey the actual right-of-way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

Length of Pipeline this Tract: 1350.06 ft

**Legend**

	Proposed Pipeline		
	Permanent Easement	= 67,502.962 ft <sup>2</sup>	1.550 ac.
	Temporary Extra Work Area	= 90,742.804 ft <sup>2</sup>	2.083 ac.
	Uncleared Storage Area	= 0.000 ft <sup>2</sup>	0.000 ac.
	Property Line		



REV  
6

REVISED DATE:  
11/29/2017

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

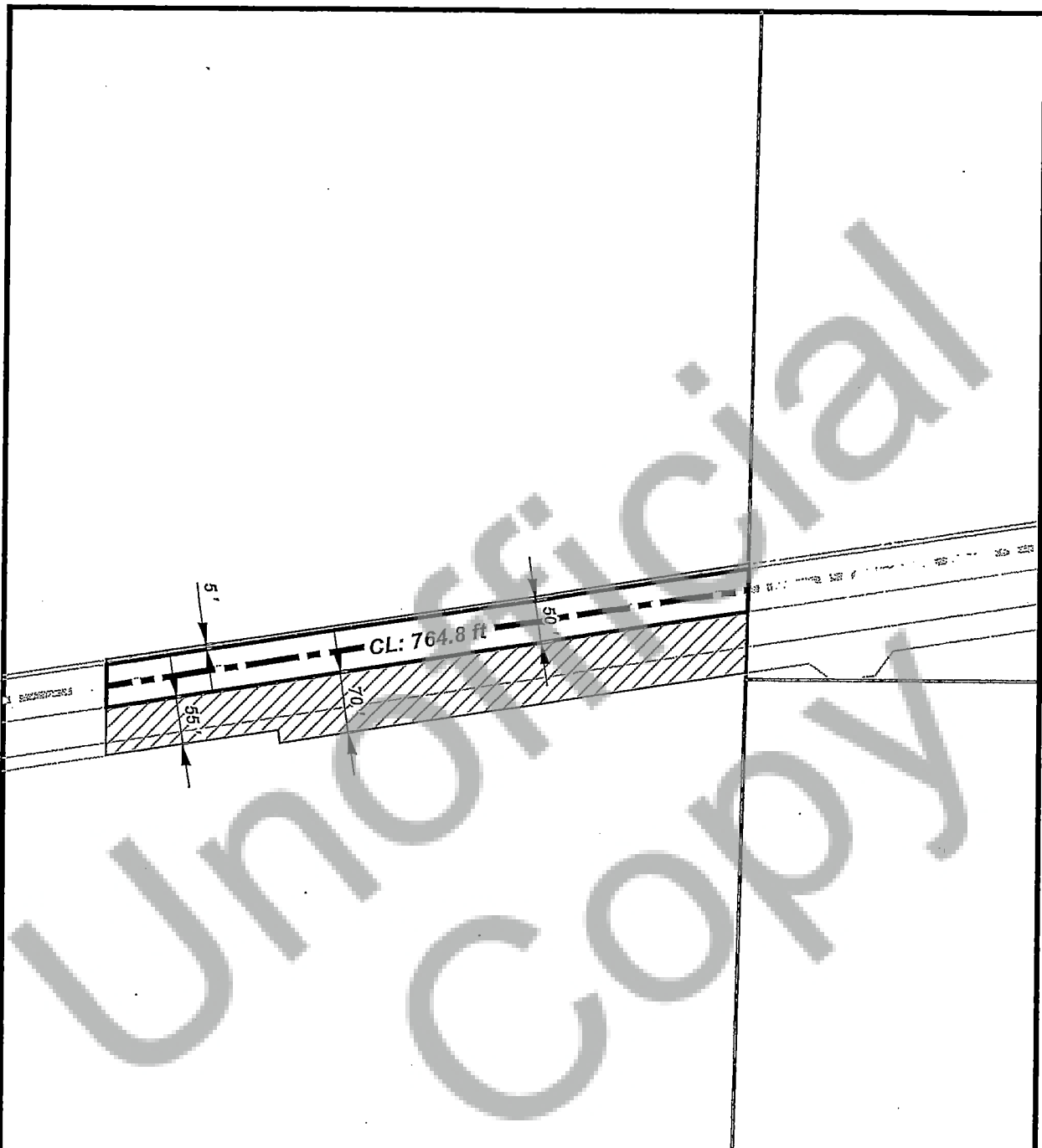
PROPERTY EXHIBIT  
DEEP CREEK RANCH  
APN: R99217, R587948 and R587975

MP. 215.45 TO MP. 215.71  
T40 S, R-10 E Sec 25  
KLAMATH COUNTY, OREGON



DWG: 3430.33-X-KH-782.000 (1 of 2)

TRACT: KH-782.000

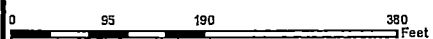


**Disclaimer:** The pipeline alignment shown is based on a line survey conducted by the project if permission to survey the property was granted by the landowner. The property boundary information was obtained from County tax maps. Because this exhibit is not based on a property survey the actual right-of-way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

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	Property Line		



REV  
**6**

REVISED DATE:  
11/29/2017

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



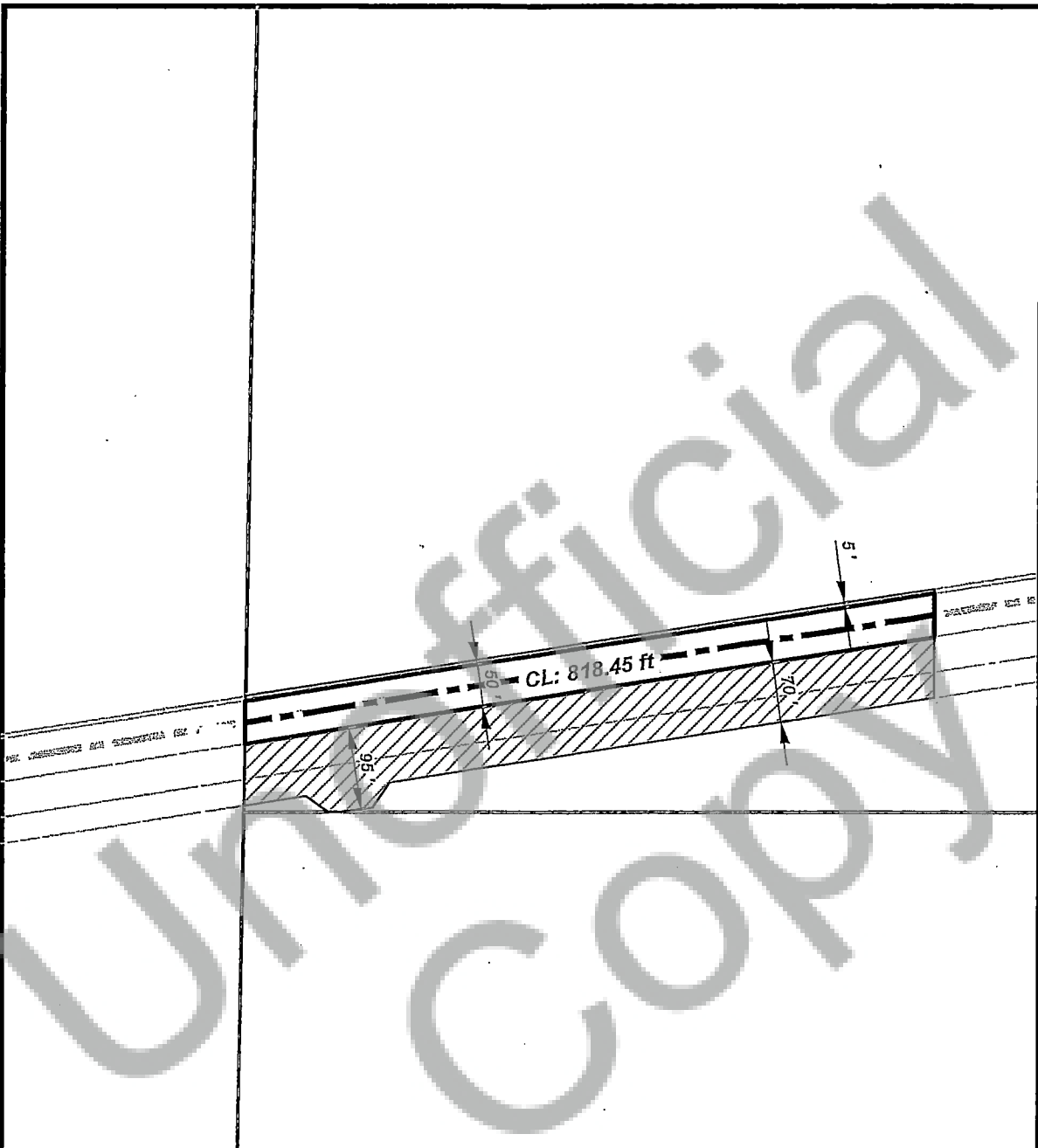
PROPERTY EXHIBIT  
DEEP CREEK RANCH  
APN: R99217, R587948 and R587975

M.P. 215.45 TO M.P. 215.71  
T-40 S, R-10 E Sec 25  
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-782.000 (2 of 2)

TRACT: KH-782.000



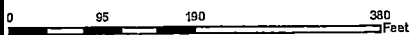


**Disclaimer:** The pipeline alignment shown is based on a line survey conducted by the project if permission to survey the property was granted by the landowner. The property boundary information was obtained from County tax maps. Because this exhibit is not based on a property survey the actual right-of-way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

Length of Pipeline this Tract: 1418.1 ft

**Legend**

- Proposed Pipeline
- Permanent Easement = 70,904.889 ft<sup>2</sup> | 1.628 ac.
- Temporary Extra Work Area = 115,789.760 ft<sup>2</sup> | 2.658 ac.
- Uncleared Storage Area = 0.000 ft<sup>2</sup> | 0.000 ac.
- Property Line



REV  
4

REVISED DATE:  
11/27/2017

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

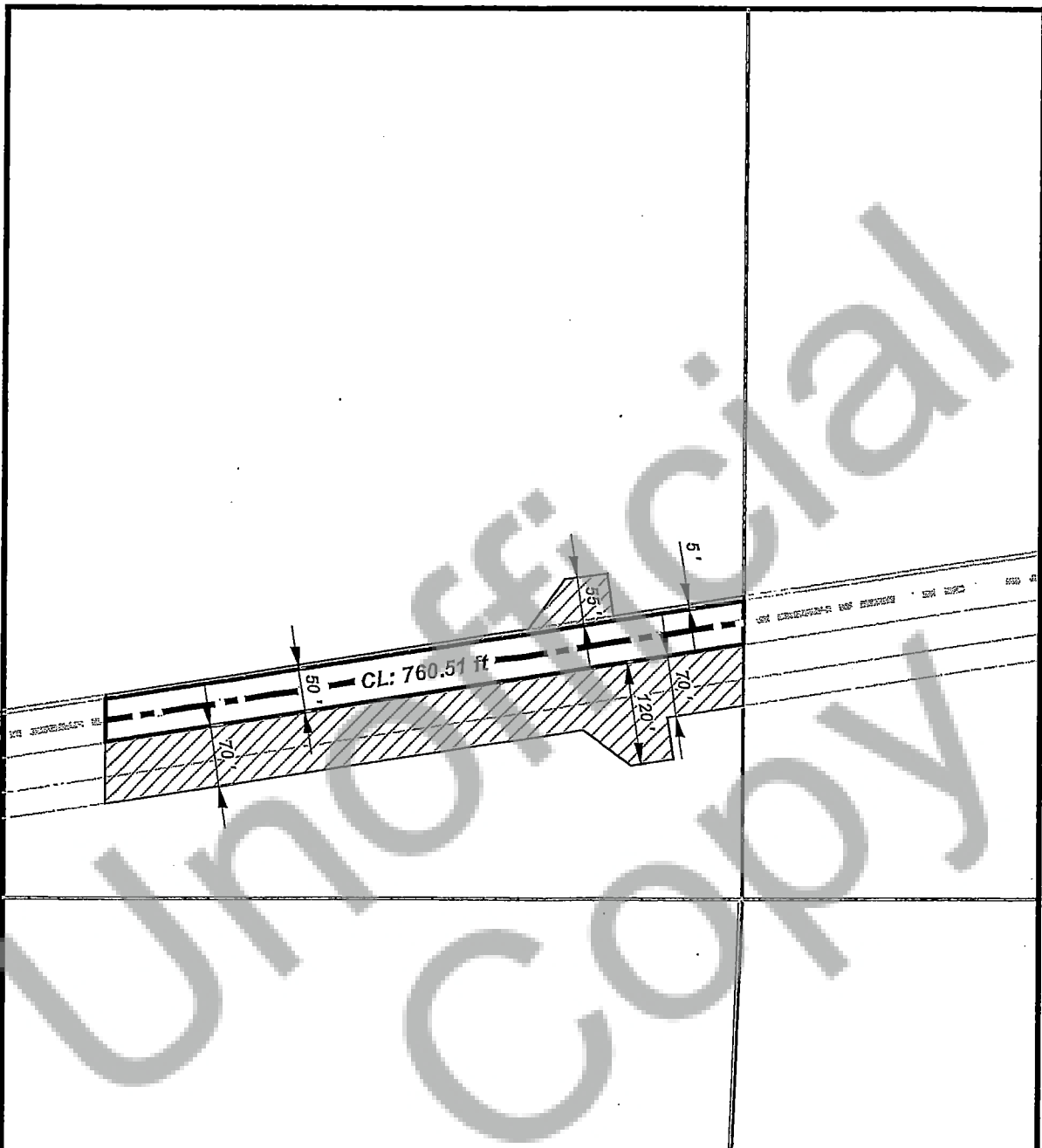


PROPERTY EXHIBIT  
DEEP CREEK RANCH  
APN: R804348

MP. 215.71 TO MP. 215.98  
T-40 S, R-11 E Sec 30  
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-783.000 (1 of 2)

TRACT: KH-783.000



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: 1418.1 ft

#### Legend

- Proposed Pipeline
- Permanent Easement = 70,904.889 ft<sup>2</sup> | 1.628 ac.
- Temporary Extra Work Area = 115,789.760 ft<sup>2</sup> | 2.658 ac.
- Uncleared Storage Area = 0.000 ft<sup>2</sup> | 0.000 ac.
- Property Line

0 95 190 380 Feet



REV  
4

REVISED DATE:  
11/27/2017

#### EXHIBIT "A"

PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT  
DEEP CREEK RANCH  
APN: R804348

MP. 215.71 TO MP. 215.98  
T-40 S, R-11 E Sec 30  
KLAMATH COUNTY, OREGON



DWG: 3430.33-X-KH-783.000 (2 of 2)

TRACT: KH-783.000

**EXHIBIT B**

The East  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  and the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 25,  
Township 40 South, Range 10 East of the Willamette Meridian Klamath County, Oregon.

and

Government Lots 2, 3, and 4 of Section 30, Township 40 South, Range 11 East of the  
Willamette Meridian, Klamath County, Oregon.

Unofficial  
Copy

## 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 and livestock. Upon execution of this Agreement, Grantee paid Grantor full compensation for crop and pasture loss.