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RECORD THIS INSTRUMENT AS  
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OR ITS EFFECT UPON THE TITLE.

**2018-006656**

Klamath County, Oregon

05/31/2018 02:57:00 PM

Fee: \$77.00

**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**

Allen Moates

P.O. Box 7954

Klamath Falls, OR 97602

**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)**

ALLEN MOATES

**GRANTEE(S)**

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

**Legal Description**

That certain parcel of land lying Section 18, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more fully described in the attached Exhibit B.

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

APN: R580552

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("**Agreement**") is entered into this 9 day of MAY, 2018 ("**Effective Date**"), by and among Allen Moates, whose address is P.O. Box 7954, Klamath Falls, OR 97602 ("**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 9 day of MAY, 2018 ("**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 temporary extra work area ("**Temporary Extra Work Area**") and certain uncleared storage area ("**Uncleared Storage Area**") (collectively, "**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 9 day of 5, 2018.

**GRANTOR:**

  
Allen Moates

**GRANTEE:**

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

  
Tony Dioree, Authorized Signatory

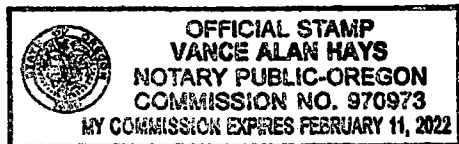
ACKNOWLEDGMENT

STATE OF OREGON )  
COUNTY OF Jackson ) ss.

On this 9 day of May, 2018, personally appeared Allen Moates,  
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:

Vance Alan Hays



Notary Public in and for the State of Oregon  
My Commission Expires: 11 Feb 22

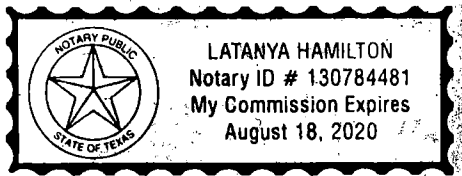
ACKNOWLEDGMENT

STATE OF TEXAS )  
COUNTY OF HARRIS ) ss.

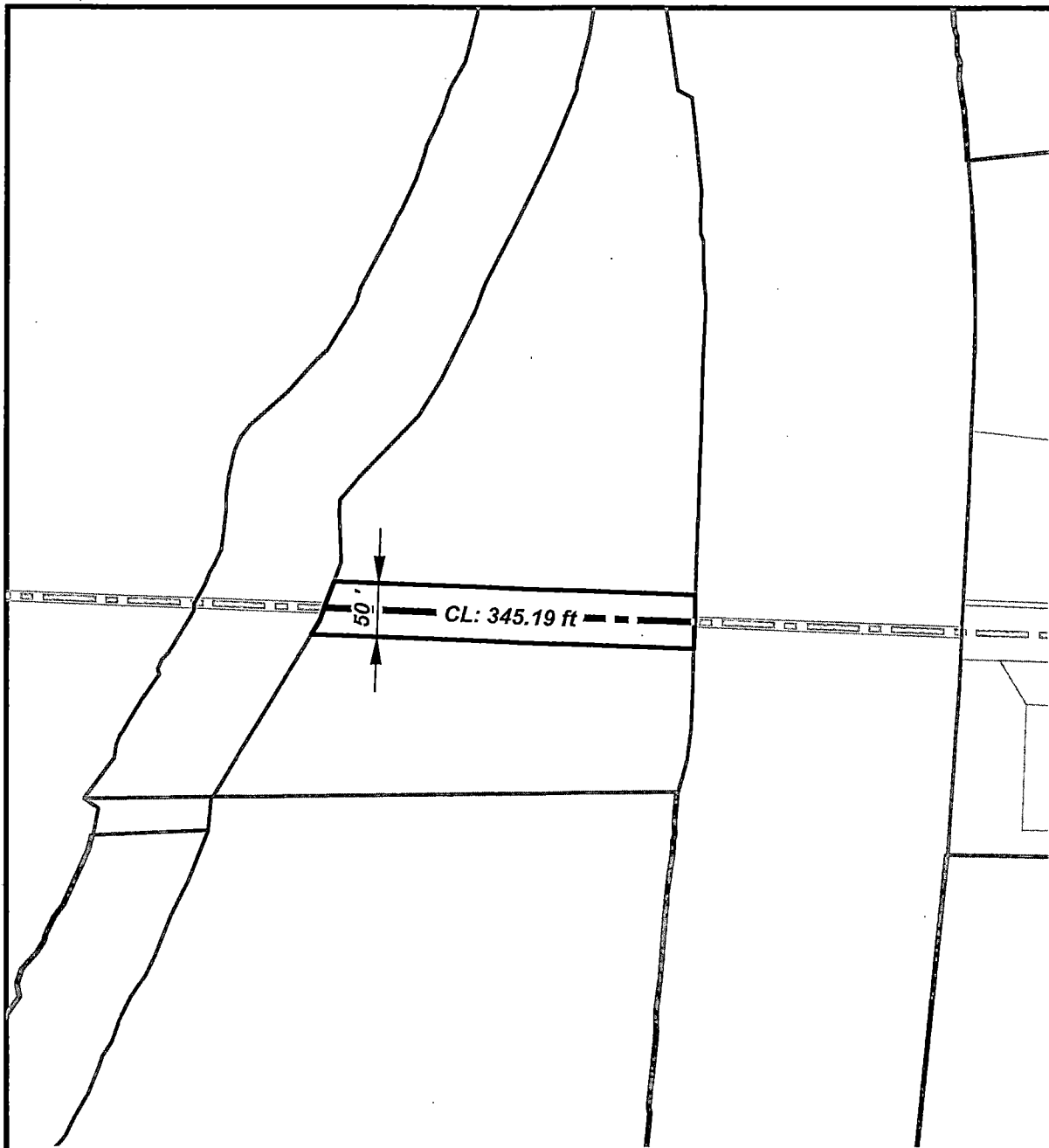
On this 25<sup>th</sup> day of May, 2018, personally appeared Tony Diocee,  
proven to me to be the Authorized Signatory of Pacific Connector Gas Pipeline, LP, acting through  
its general partner, Pacific Connector Gas Pipeline, LLC, and acknowledged that she/he signed the  
forgoing instrument on behalf 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:

Latanya Hamilton



Notary Public in and for the State of Texas  
My Commission Expires: Aug 18, 2020



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: 345.19 ft

#### Legend

	Proposed Pipeline		
	Permanent Easement	= 17,298.918 ft <sup>2</sup>	0.397 ac.
	Temporary Extra Work Area	= 0.000 ft <sup>2</sup>	0.000 ac.
	Uncleared Storage Area	= 0.000 ft <sup>2</sup>	0.000 ac.
	Property Line		

0 75 150 300 Feet



REV 5  
REVISED DATE:  
4/24/2018

### EXHIBIT "A"

PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT  
MOATES, ALLEN  
APN: R580552

M.P. 199.48 TO M.P. 199.55  
T-39 S, R-9 E Sec 18  
KLAMATH COUNTY, OREGON



DWG: 3430.33-X-KH-661.000 (1 of 1)

TRACT: KH-661.000

## EXHIBIT B

### KH-661.000

A part of Lots 10 and 11 of Section 18 and of Lots 7 and 8 of Section 19, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point in the left bank of the Klamath River at low water mark; which is North 78° West of the Southeast corner of Lot 7, Section 19, Township 39 South, Range 9 East of the Willamette Meridian, running thence South 78° East 4.15 chains to a stone marked "x" in the West line of the Lot 7 aforesaid; thence South 78° East to the intersection of the center line of the Weed-Klamath Falls Highway, as the same is described in a right of way deed from Weyerhaeuser Timber Company to Klamath County, Oregon, dated November 28, 1934, with the Southerly boundary line of that part of said Lot 7 conveyed by Ed Sutton and wife and Mary J. Sutton to Weyerhaeuser Timber company by a deed dated February 17, 1923 and recorded in Book 59, Page 548, Deed Records of Klamath County, Oregon, and which intersection is designated as Engineer's center line station 106+80.6; thence Northwesterly along the said center line, as the same is described in said easement, to its intersection with the low water mark on the left bank of the Klamath River, and which is designated as Engineer's center line station 80+47; thence along said low water mark downstream to the place of beginning.

EXCEPTING THEREFROM any portion lying within Section 19, Township 39 South, Range 9 East of the Willamette Meridian, Klamath Falls, Oregon.

AND EXCEPTING THEREFROM the Westerly 100 feet thereof, being that strip of land 100 feet in width parallel to and adjacent to the said low water mark on the left bank of said Klamath River in said above described portion of Lots 10 and 11 of Section 18, and Lots 7 and 8 of Section 19.

It being the intention to include all of those portions of said Lots 10 and 11 of Section 18, Township 39 South, Range 9 East of the Willamette Meridian, acquired by Weyerhaeuser Timber Company from Ed Sutton and wife and Mary J. Sutton by a deed dated February 17, 1923 and recorded in Book 59, Page 548, Deed Records of Klamath County, Oregon, which lies West of the center line of said Weed-Klamath Falls Highway, as hereinbefore referred to, and it being also the intention to include all of that part of Lot 10 of Section 18, Township 39 South, Range 9 East of the Willamette Meridian, acquired by Weyerhaeuser Timber Company from Wm. M. Bray, a single man, and Premium Dairy Company, a Corporation, by deeds dated April 16, 1930 and April 19, 1930 recorded respectively, in Book 91, Pages 248 and 249, Deed Records of Klamath County, Oregon which lies West of the center line of the said Weed-Klamath Falls Highway, as hereinbefore referred to, BUT EXCEPTING THEREFROM said above described 100 foot strip of land and ALSO EXCEPTING THEREFROM that parcel conveyed to the Department of Transportation, Highway Division, in Book M92, Page 25384.

## 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.