

2018-014272

Klamath County, Oregon

11/27/2018 11:42:01 AM

Fee: \$112.00

RETURN ADDRESS

PACIFIC CONNECTOR GAS PIPELINE, LLC
111 SW 5TH AVE, SUITE 1100
PORTLAND, OR 97204

DOCUMENT TITLE(S): TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

REFERENCE NUMBERS(S) OF RELATED DOCUMENTS

GRANTOR(S)

WC RANCH INC., AN OREGON CORPORATION

GRANTEE(S)

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

Legal Description

THAT CERTAIN PARCEL OF LAND LYING IN SECTION 27, TOWNSHIP 40 SOUTH, RANGE 10 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE FULLY DESCRIBED IN THE ATTACHED EXHIBIT B.

Assessor's Property Tax Parcel/Account Number

R587555; R587573; R99422

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("**Agreement**") is entered into this 16 day of OCTOBER, 2018 ("**Effective Date**"), by and among WC Ranch Inc., an Oregon corporation, whose address is 17356 Hill 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 Right-of-Way and Easement Agreement, dated the 16 day of OCTOBER, 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 16 day of OCTOBER, 2018.

GRANTOR:


WC RANCH INC.,
an Oregon corporation



John W. Dey, Secretary

GRANTEE:

PACIFIC CONNECTOR GAS PIPELINE, LP
by its general partner,
Pacific Connector Gas Pipeline, LLC



Tony Diaee, Authorized Signatory

ACKNOWLEDGMENT

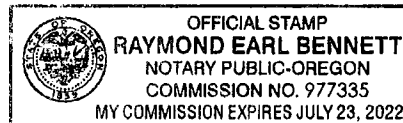
STATE OF OREGON)
COUNTY OF KLAMATH) ss.

On this 16 day of OCTOBER, 2018, personally appeared JOHN W. DEY,
proven to me to be the SECRETARY of WC RANCH, INC,
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:

Raymond Earl Bennett
Notary Public in and for the State of Oregon
My Commission Expires: 7-23-2022

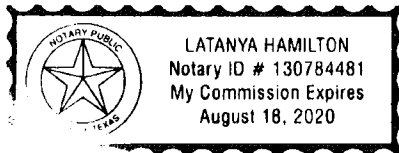
ACKNOWLEDGMENT



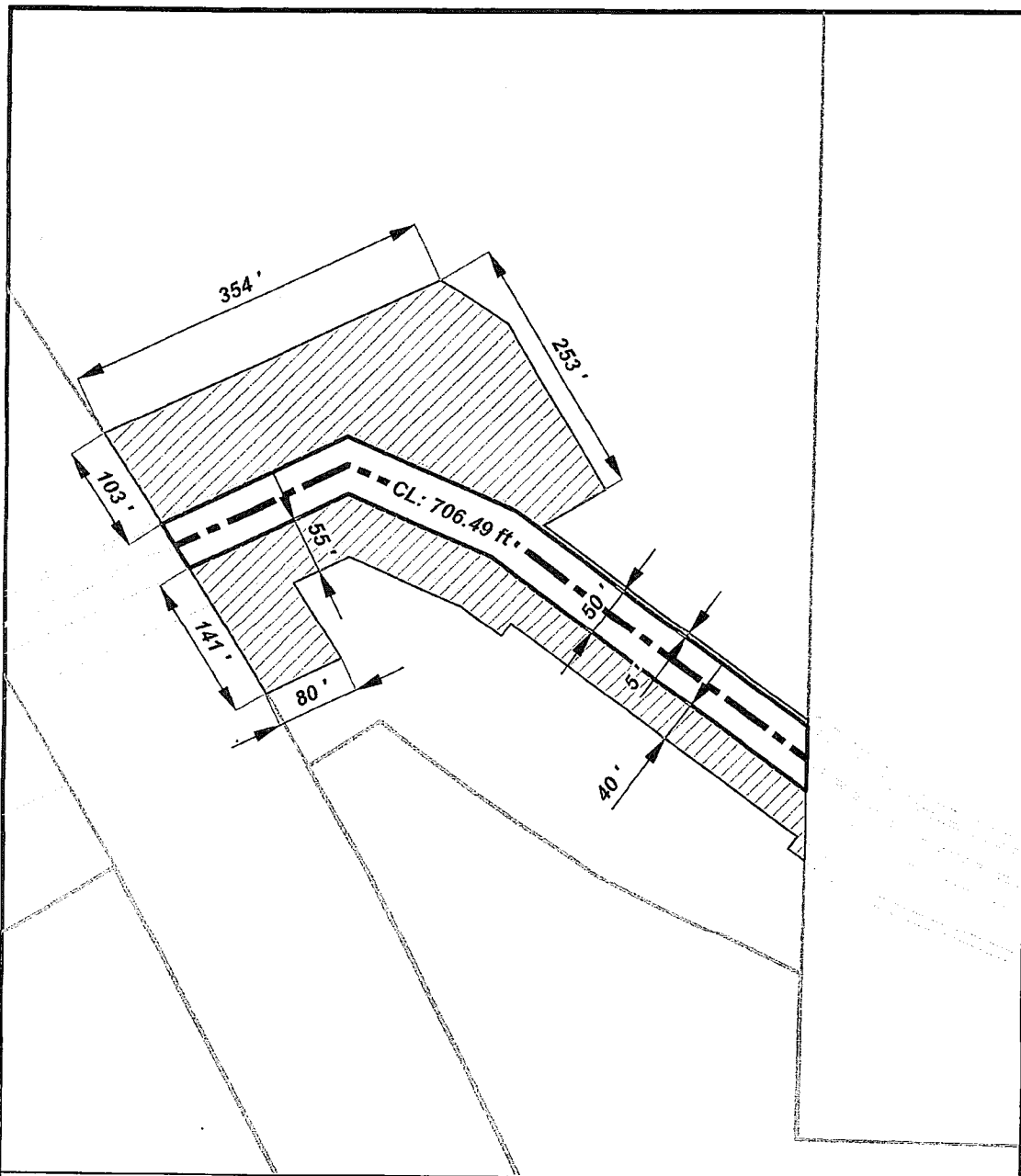
STATE OF TEXAS)
COUNTY OF HARRIS) ss.

On this 8th day of November, 2018, personally appeared Tony Dixce,
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: August 18 2020



Length of Pipeline this Tract: 706.49 ft

Legend

- Proposed Pipeline
- Permanent Easement = 35,325.279 ft² | 0.811 ac.
- Temporary Extra Work Area = 97,682.932 ft² | 2.242 ac.
- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line

0 75 150 300 Feet



REV
6

REVISED DATE:
10/4/2018

EXHIBIT "A"

PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT
W. C. RANCH, INC

APN: R99422 AND R587573 AND R587555

M.P. 212.54 TO M.P. 212.68
T-40 S, R-10 E Sec 27
KLAMATH COUNTY, OREGON



DWG: 3430.33-X-KH-764.000 (1 of 1)

TRACT: KH-764.000

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.

EXHIBIT B

KH-764.000

DESCRIPTION OF WC RANCH PROPERTY RESULTING FROM PLA 18-11

A tract of land situated in Section 27, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Government Lots 5, 6, 7, 8 and 9; SE $\frac{1}{4}$ SE $\frac{1}{4}$; N $\frac{1}{2}$ NW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ NE $\frac{1}{4}$; EXCEPTING THEREFROM any portion thereof lying southwesterly of the Burlington Northern Railroad;

LESS the following: Beginning at a 5/8" iron pin marking the northeast corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 27; thence south 00°33'36" West, along the east line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 27, 1382.64 feet, more or less, to the northerly right of way line of Hill Road, a county road; thence Northwesterly along the northerly right of way line of said Hill Road 1300 feet, more or less, to a one-inch iron pin at the intersection of said right of way line with a fence running Northeast; thence along said fence and the northeasterly projection thereof North 42°12'33" East 542.45 feet to a one-inch iron pin set in the center of a dirt road; thence leaving said fence line North 35°05'31" East 392.34 feet to a point on the north line of said Section 27, said point being marked by a one-inch iron pin; thence North 89°58'17" East along the said north line of said Section 27, 420.87 feet to the point of beginning;

ALSO SAVING AND EXCEPTING THEREFROM the following: That portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ and Government Lot 5 lying east of the easterly right of way line of the Burlington Northern Railroad; that portion of Government Lot 6 lying east of the easterly right of way line of the Burlington Northern Railroad and south of the U.S.B.R. No. 31 Drain, all in Section 27, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

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 agrees that there will be absolutely no traffic of any kind on access road that leads to Grantor's house. More specifically, entry point described as 17356 Hill Road, Klamath Falls, OR 97603 is prohibited for any use whatsoever by Grantee forever. It is also marked by an "X" on Exhibit "A".