

2018-014304

Klamath County, Oregon

11/27/2018 03:21:02 PM

Fee: \$142.00

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)

THOMAS L. MOLATORE AND JERRY M. MOLATORE AS TENANTS IN COMMON

GRANTEE(S)

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

Legal Description

THAT CERTAIN PARCEL OF LAND LYING IN SECTION 21 AND SECTION 28, TOWNSHIP 39 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE FULLY DESCRIBED IN THE ATTACHED EXHIBIT B.

Assessor's Property Tax Parcel/Account Number

R581392; R584852; R584843

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is entered into this 8 day of OCTOBER, 2018 ("**Effective Date**"), by and among Thomas L. Molatore and Jerry M. Molatore as tenants in common, whose address is 2325 Linda Vista Drive, Klamath Falls, OR 97601 ("**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 8 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 8 day of OCTOBER, 2018.

GRANTOR:



Thomas L. Molatore

GRANTOR:



Jerry M. Molatore

GRANTEE:

Pacific Connector Gas Pipeline, LP
by its general partner, Pacific Connector
Gas Pipeline, LLC



Tony Diocce, Authorized Signatory

ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
COUNTY OF KLAMATH)

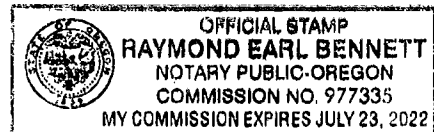
On this 8 day of OCTOBER, 2018, personally appeared JERRY M. MOLATORE,
proven to me to be the individual described in and who signed the foregoing instrument, and
acknowledged to me that she/he signed the instrument as her/his voluntary act and deed for the uses
and purposes mentioned therein.

Before me:

Raymond Earl Bennett

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

ACKNOWLEDGMENT



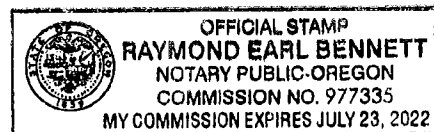
STATE OF OREGON)
) ss.
COUNTY OF KLAMATH)

On this 8 day of OCTOBER, 2018, personally appeared THOMAS L. MOLATORE,
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:

Raymond Earl Bennett

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



ACKNOWLEDGMENT

STATE OF TEXAS

)

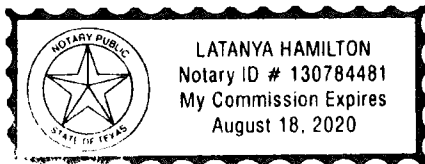
) ss.

COUNTY OF HARRIS

)

On this 8th day of November, 2018, personally appeared Tony Diocce, 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.

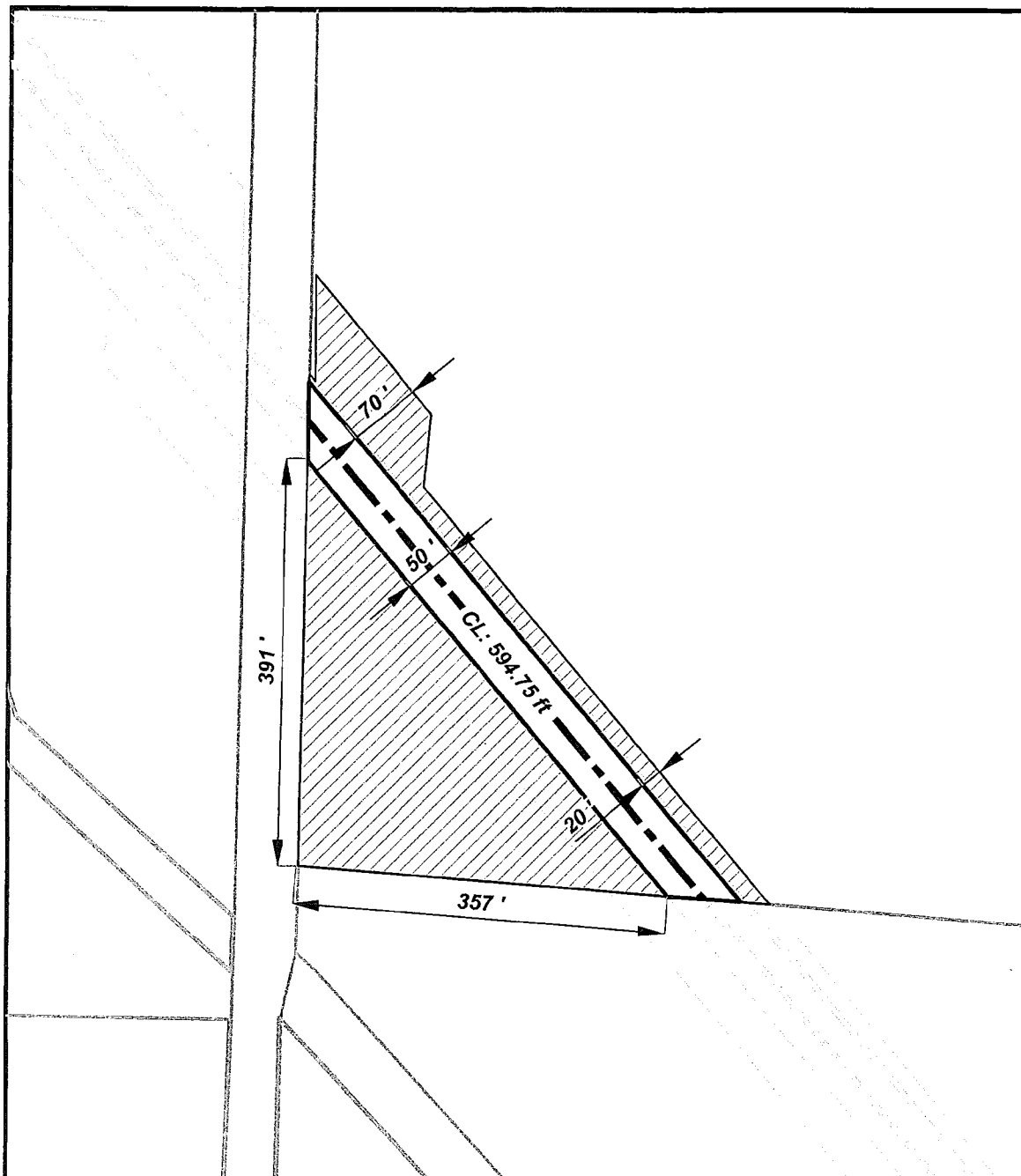
Before me:



Laurel Hill

Notary Public in and for the State of Texas

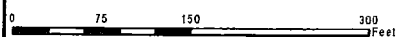
My Commission Expires: August 18, 2020



Length of Pipeline this Tract: 594.75 ft

Legend

	Proposed Pipeline		
	Permanent Easement	= 29,737.528 ft ²	0.683 ac.
	Temporary Extra Work Area	= 90,381.901 ft ²	2.075 ac.
	Uncleared Storage Area	= 0.000 ft ²	0.000 ac.
	Property Line		



REV
4

REVISED DATE:
9/12/2018

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT
MOLATORE, THOMAS L and MOLATORE, JERRY M
APN: R581392

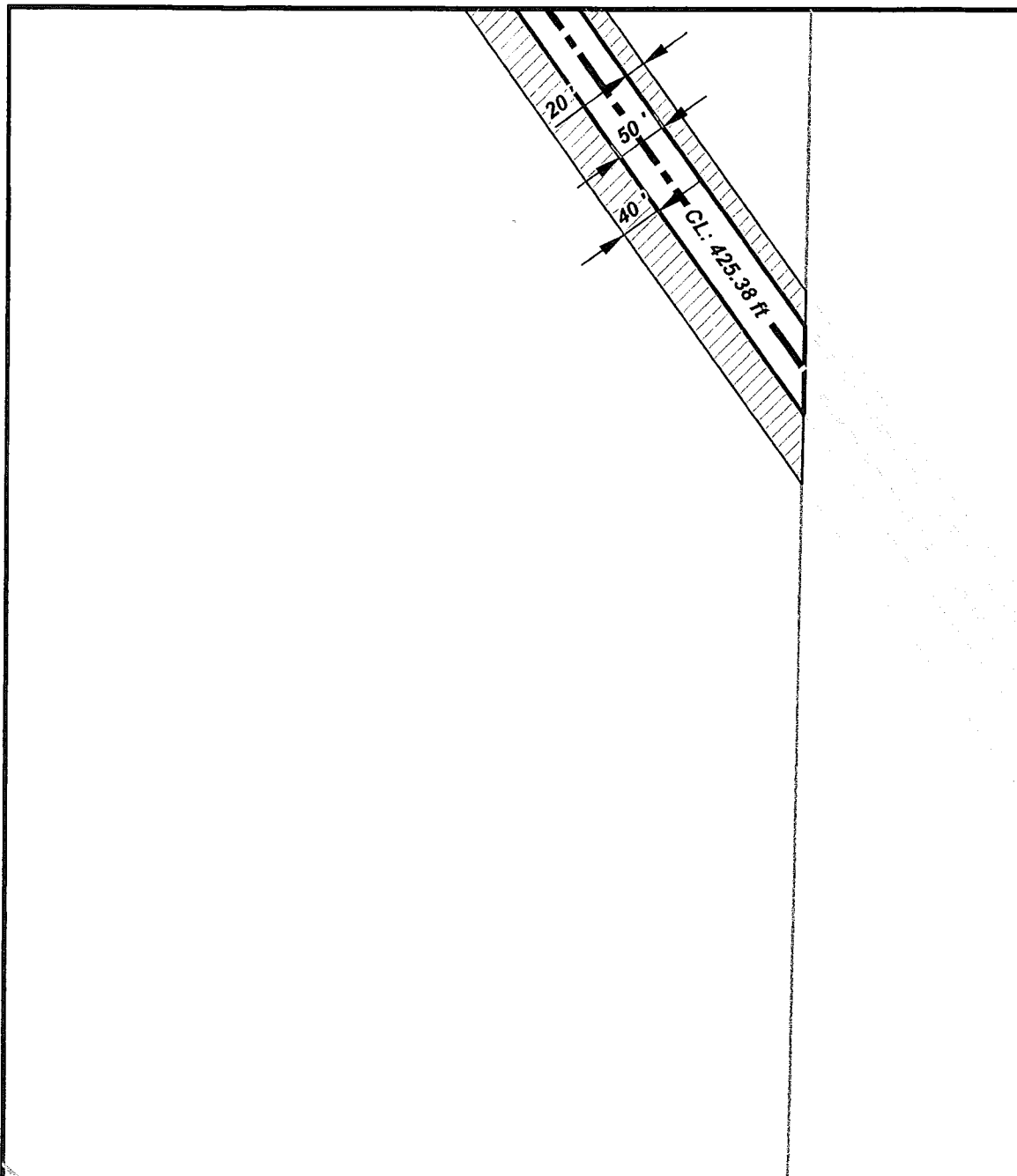
M.P. 201.01 TO M.P. 201.13
T-39 S, R-9 E Sec 21
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-680.000 (1 of 1)

TRACT: KH-680.000



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: 1615.25 ft

Legend

- Proposed Pipeline
- Permanent Easement = 80,758.334 ft² | 1.854 ac.
- Temporary Extra Work Area = 137,678.544 ft² | 3.161 ac.
- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line



REV
4

REVISED DATE:
9/12/2019

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT
MOLATORE, JERRY and MOLATORE, THOMAS
APN: R584852

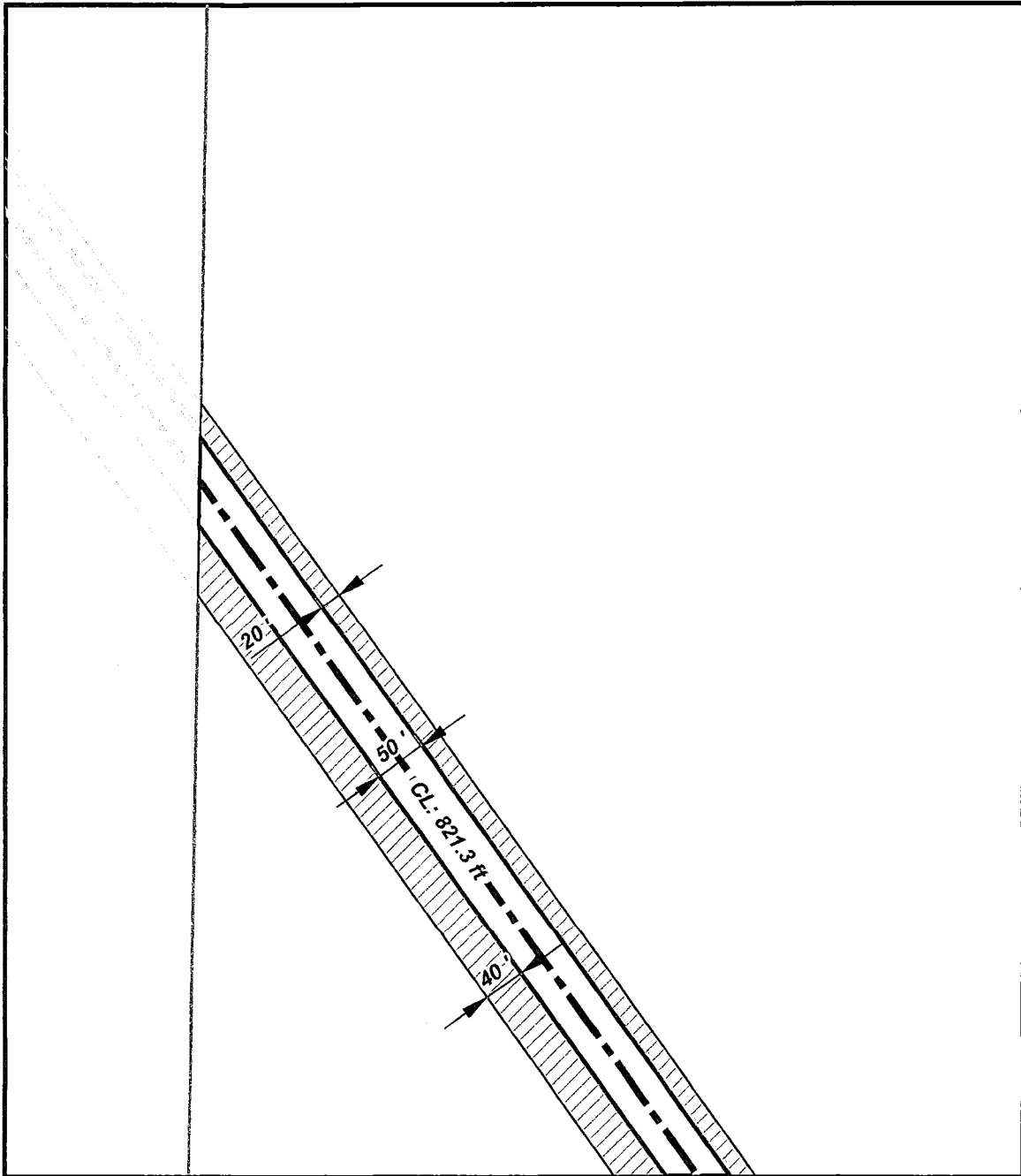
M.P. 201.49 TO M.P. 201.62
T-39 S, R-9 E Sec 28
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-683.000 (2 of 2)

TRACT: KH-683.000



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: 1631.23 ft

Legend

- Proposed Pipeline
- Permanent Easement = 81,561.203 ft² | 1.872 ac.
- Temporary Extra Work Area = 95,601.786 ft² | 2.195 ac.
- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line

0 75 150 300 Feet



REV 4
REVISED DATE:
9/12/2018

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT
MOLATORE, JERRY and MOLATORE, THOMAS
APN: R584843

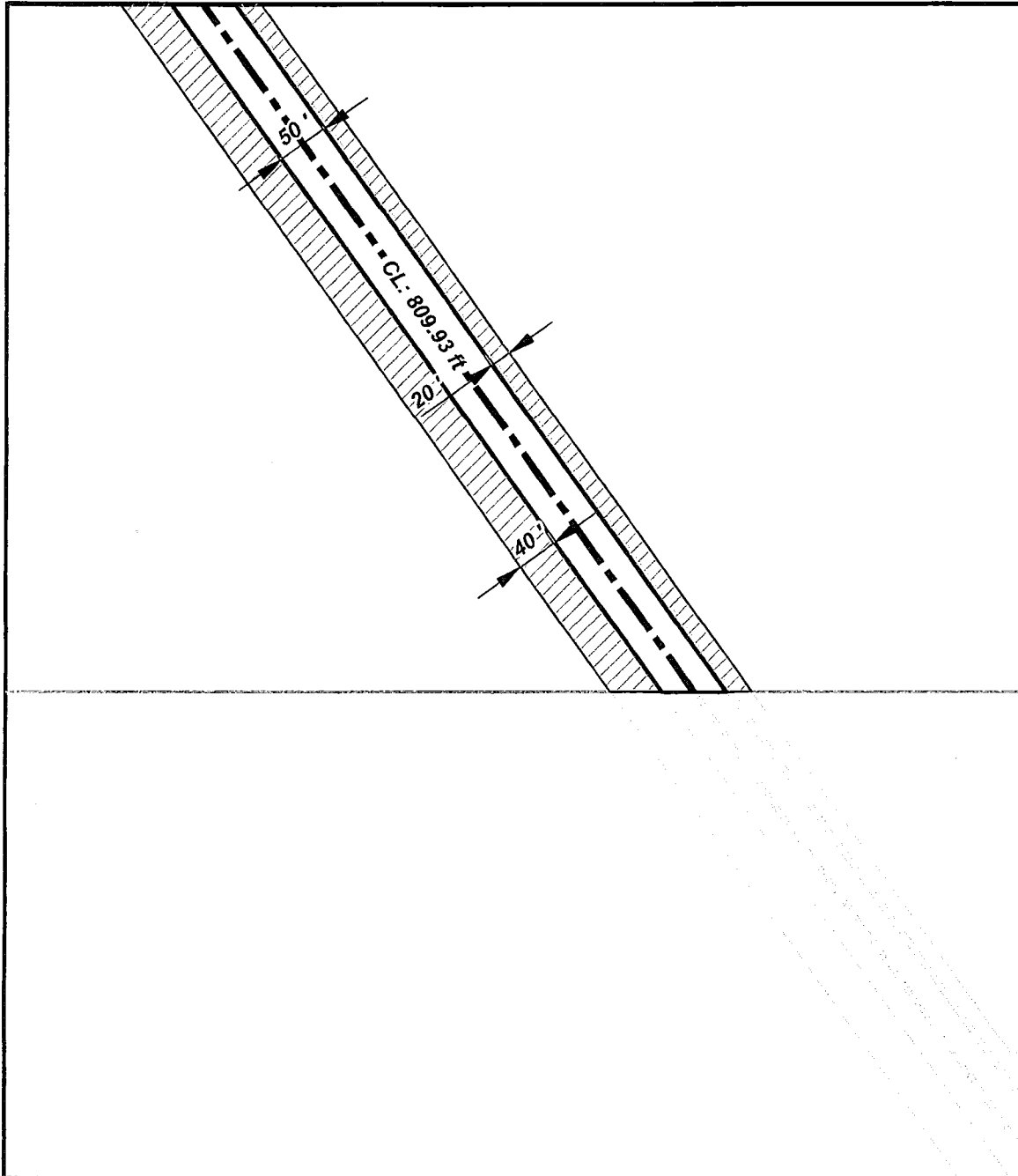
M.P. 201.80 TO M.P. 202.11
T-39 S, R-9 E Sec 28
KLAMATH COUNTY, OREGON



DWG: 3430.33-X-KH-685.000 (1 of 2)

TRACT: KH-685.000

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: 1631.23 ft

Legend

- Proposed Pipeline
- Permanent Easement = 81,561.203 ft² | 1.872 ac.
- Temporary Extra Work Area = 95,601.786 ft² | 2.195 ac.
- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line

REV
4

REVISED DATE:
9/12/2018

EXHIBIT "A"

PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT
MOLATORE, JERRY and MOLATORE, THOMAS
APN: R584843

M.P. 201.80 TO M.P. 202.11
T-39 S, R-9 E Sec 28
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-685.000 (2 of 2)

TRACT: KH-685.000

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-680.000

The Southwest Quarter (SW¼) of Section 21, Township 39 South, Range 9 East, Willamette Meridian, Klamath County, Oregon, lying Westerly of the Easterly right of way line of the U.S.B.R. C-4-E-1 Lateral.

EXCEPTING, THEREFROM, that portion lying Southwesterly of the C-4-E Lateral.

ALSO, EXCEPTING THEREFROM, that portion of said Southwest Quarter (SW¼) within the rights of way of the U.S.B.R. C-4-E Lateral, the C-4-E-1 Lateral and the 1-N Drain and Tingley Lane, a county road.

ALSO, EXCEPTING THEREFROM, a tract of land situated in the South Half of the Southwest Quarter (S½ SW¼) of Section 21, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

BEGINNING at a point on the Easterly right of way of the U.S.B.R. C-4-E Lateral and the South line of said Section 21, said point being North 88°04'48" East 849.39 feet from the Southwest corner of said Section 21; thence Northerly along the Easterly right of way of said lateral the following courses: North 28°15' West, 133.37 feet, along the arc of a curve to the right (radius = 118.24 feet) 48.84 feet, North 04°35' West, 438.30 feet, along the arc of a curve to the left (radius = 169.24 feet) 113.05 feet, North 43°05' West, 181.79 feet; thence leaving said right of way, East 1191.46 feet to the Westerly right of way of the U.S.B.R. 1-N Drain; thence Southerly along said right of way the following courses: South 04°04' East 318.00 feet, South 09°32' East, 326.46 feet, South 10°02' East, 164.45 feet to the South line of said Section 21; thence South 88°04'48" West, 1016.46 feet to the POINT OF BEGINNING, with bearings based on Survey 1681 as recorded in the Klamath County Surveyor's Office.

ALSO, EXCEPTING THEREFROM:

A tract of land situated in the Southwest Quarter (SW¼) of Section 21, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

BEGINNING at a point on the West line of said Southwest Quarter (SW¼), said point being North 00°08'31" East, 1517.47 feet from the Southwest corner of said Section 21; thence South 86°28'34" East, 1689.90 feet to the Westerly right of way line of the U.S.B.R. 1-N Drain; thence Southerly along said Westerly right of way line, South 26°36' East, 78.00 feet and South 04°04' East 481.48 feet to the Northeast corner of property in Deed Volume M78, page 18543, Microfilm Records of Klamath County, Oregon; thence West along the North line of said Deed Volume, 1191.46 feet to the Easterly right of way line of the Klamath Irrigation District C-4-E Lateral; thence Northerly along said Easterly lateral right of way line, North 43°05' West 725.11 feet, along the arc of a curve to the left (radius = 597.96 feet, central angle = 06°00') 62.62 feet, North 49°05' West 31.87 feet to the West line of the Southwest Quarter (SW¼) of said Section 21; thence North 00°08'31" East, 60.00 feet to the POINT OF BEGINNING;

KH-683.000

The Southeast Quarter of the Northwest Quarter (SE¼ NW¼) and the Northeast Quarter of the Northwest Quarter (NE¼ NW¼) of Section 28, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM the Westerly 85 feet.

ALSO, EXCEPTING THEREFROM a parcel of land situated in the NW¼ of Section 28, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 28; thence along the westerly line of said Section, South 00°01'40" West, 51.50 feet; thence leaving said section line South 89°58'20" East, 756.58 feet to the Northeast corner of that parcel described in Deed Volume M73, Page 7239, Klamath County Deed Records; thence continuing South 89°58'20" East, 653.63 feet to a point that is 85.00 feet easterly, when measured at a right angle, from the East line of the Northwest Quarter of the Northwest Quarter (NW¼ NW¼) of said Section 28 and the TRUE POINT OF BEGINNING for this description; thence parallel to and 85.00 feet distant from said East line South 00°00'42" West, 1233.48 feet to the South line of the Northeast Quarter of the Northwest Quarter (NE¼ NW¼) of said Section 28; thence along said South line South 88°33'34" West, 85.03 feet to the Southeast corner of the Northwest Quarter of the Northwest Quarter (NW¼ NW¼) of said Section 28; thence along the west line of the Southeast Quarter of the Northwest Quarter (SE¼ NW¼) of said Section 28, South 00°00'42" West, 1332.23 feet to the Southwest corner of said Southeast Quarter of the Northwest Quarter (SE¼ NW¼); thence along the South line of said Southeast Quarter of the Northwest Quarter (SE¼ NW¼) North 89°02'20" East, 1038.84 feet; thence leaving said South line, North 00°00'42" East, 326.09 feet; thence South 87°49'21" West, 221.12 feet; thence North 49°16'47" West, 388.99 feet; thence North 41°20'35" West, 99.07 feet; thence North 30°25'03" West, 192.25 feet; thence North 37°13'38" West, 51.79 feet; thence North 45°5'28" West, 69.74 feet; thence North 40°27'14" West, 128.46 feet to a point that is 195.35 feet, when measured at a right angle from the West line of the Southeast Quarter of the Northwest Quarter (SE¼ NW¼) of said Section 28; thence parallel to and 195.35 feet distant from said West line, North 00°00'42" East, 320.45 feet to the South line of the Northeast Quarter of the Northwest Quarter (NE¼ NW¼) of said Section 28; thence continuing North 00°00'42" East, 1230.65 feet; thence North 89°58'20" West, 110.35 feet to the POINT OF BEGINNING.

KH-685.000

Northwest Quarter of the Northeast Quarter (NW¼ NE¼); Southwest Quarter of the Northeast Quarter (SW¼ NE¼) of Section 28, Township 39 South, Range 9 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. If required by the Grantor, Grantee will remove all rocks 4 inches or greater from the disturbed areas of the Construction Workspace.
7. In cultivated fields, the actual thickness of the topsoil on the Construction Workspace will be determined by Grantor and Grantee prior to construction of the pipeline, and that thickness will be separated from the subsoil.