

2018-014330

Klamath County, Oregon

11/28/2018 09:52:01 AM

Fee: \$127.00

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)

DENNIS DE AMARAL, AKA DENNIS DAVID DE AMARAL, AND LINDA DE AMARAL, AKA LINDA LOUISE DE AMARAL, HUSBAND AND WIFE, AS TENANTS BY ENTIRETIES

GRANTEE(S)

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

Legal Description

THAT CERTAIN PARCEL, OR PARCELS, OF LAND LYING IN SECTIONS 28 & 29, TOWNSHIP 40 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE FULLY DESCRIBED IN THE ATTACHED EXHIBIT B.

Assessor's Property Tax Parcel/Account Number

R804357; R885157; R899013

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is entered into this 20 day of OCTOBER, 2018 ("Effective Date"), by and among Dennis De Amaral, aka Dennis David De Amaral, and Linda De Amaral, aka Linda Louise De Amaral, husband and wife, as tenants by entireties, whose address is P.O. Box 7576, 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 20 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.

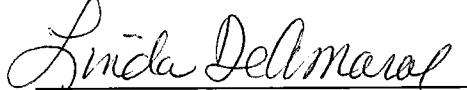
WITNESS THE EXECUTION THIS 20 day of OCTOBER, 2018.

GRANTOR:



Dennis De Amaral
aka Dennis David De Amaral

GRANTOR:



Linda De Amaral
aka Linda Louise De Amaral

GRANTEE:

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


Tony Diocee, Authorized Signatory

ACKNOWLEDGMENT

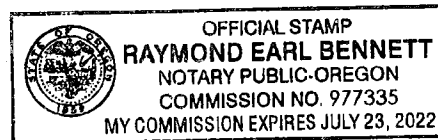
STATE OF OREGON)
COUNTY OF KLAMATH) ss.

On this 20 day of OCTOBER, 2018, personally appeared DENNIS DeAMARAL, 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

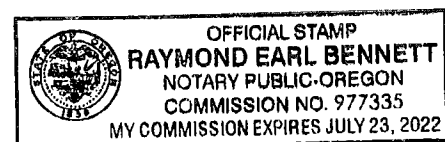
STATE OF OREGON)
COUNTY OF KLAMATH) ss.

On this 20 day of OCTOBER, 2018, personally appeared LINDA DeAMARAL, 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

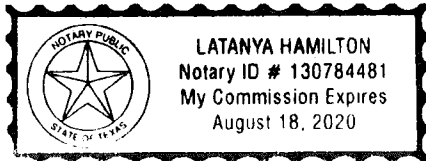
STATE OF TEXAS

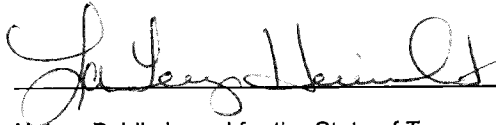
)
) ss.
)

COUNTY OF HARRIS

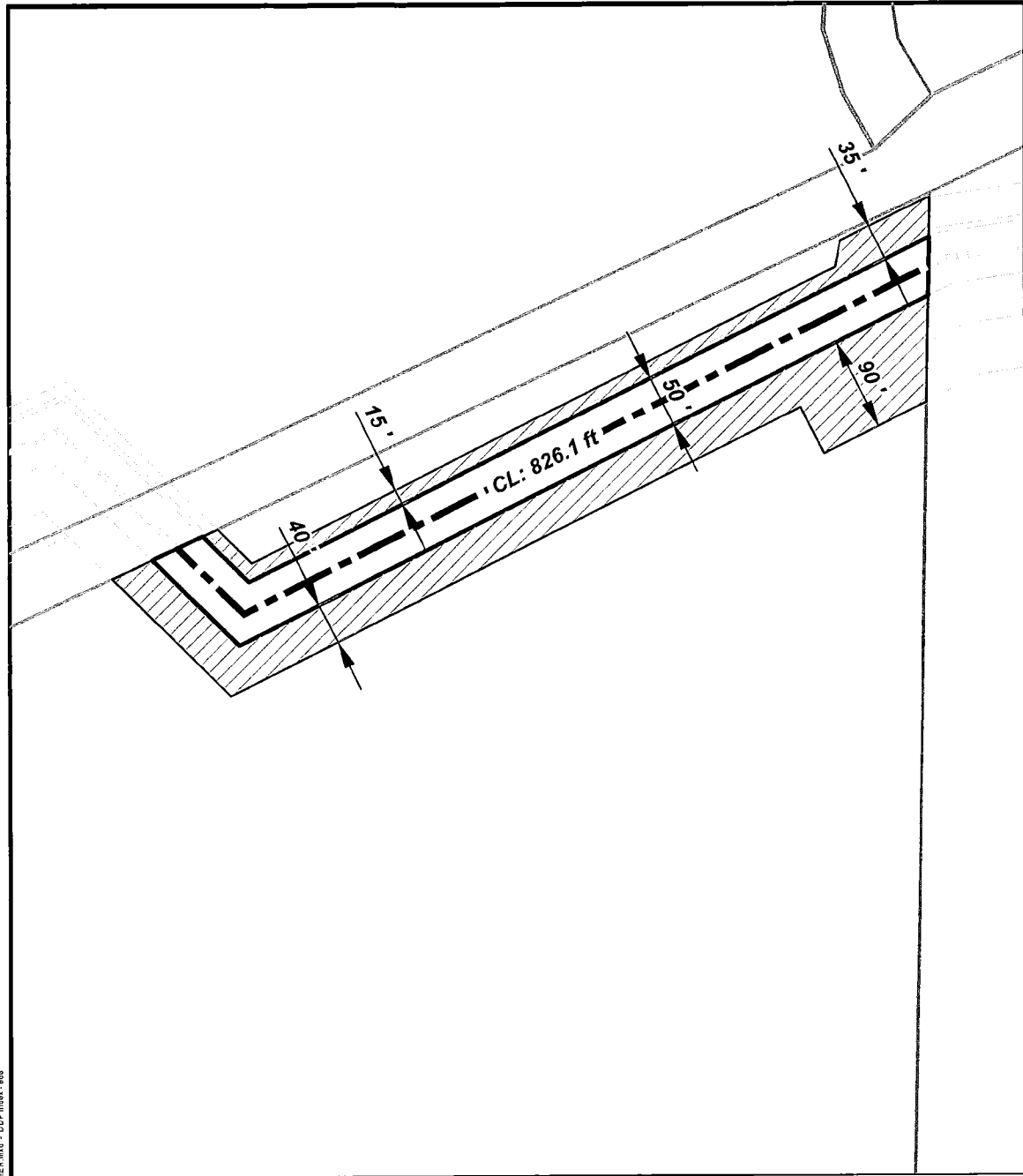
On this 8th day of November, 2018, personally appeared Tony Diocce,
proven to me to be the Authorized Signatory of Pacific Connector Gas Pipeline, LP, acting through
its general partner, Pacific Connector Gas Pipeline, LLC, and acknowledged that she/he signed the
forgoing instrument on behalf of and 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:





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



Source: P:\PROJECTS\JG\JG-REG-DEVELOPMENT\NEW\DISCLAIMER.mxd - DDP Index - 668

Length of Pipeline this Tract: 826.1 ft

Legend

- Proposed Pipeline
- Permanent Easement = 41,304.673 ft² | 0.948 ac.
- Temporary Extra Work Area = 55,244.348 ft² | 1.268 ac.
- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line

0 75 150 300 Feet



REV
2

REVISED DATE:
9/24/2018

EXHIBIT "A"

PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT
DE AMARAL, DENNIS DAVID and LINDA LOUISE
APN: R804357

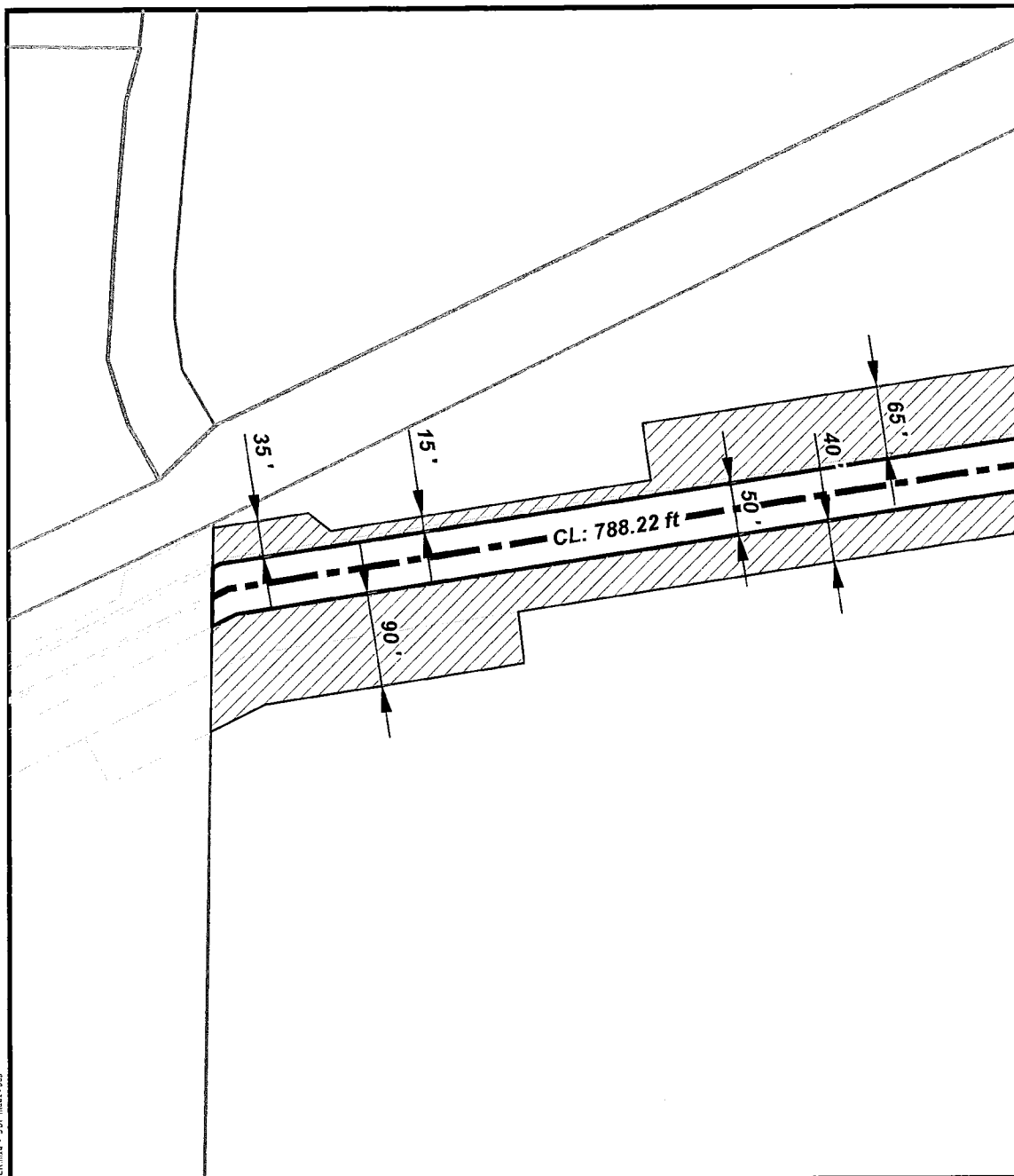
M.P. 217.68 TO M.P. 217.84
T-40 S, R-11 E Sec 29
KLAMATH COUNTY, OREGON



DWG: 3430.33-X-KH-793.100 (1 of 1)

TRACT: KH-793.100

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: 1339.95 ft

Legend

- Proposed Pipeline
- Permanent Easement = 66,997.838 ft² | 1.538 ac.
- Temporary Extra Work Area = 124,279.586 ft² | 2.853 ac.
- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line

0 75 150 300 Feet



REV
4

REVISED DATE:
10/11/2018

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP



PROPERTY EXHIBIT
DE AMARAL, DENNIS and LINDA
APN: R885157 and R899013

M.P. 217.84 TO M.P. 218.09
T-40 S, R-11 E Sec 28
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-797.000 (1 of 2)

TRACT: KH-797.000

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.

Source: PIPCEP, JCLAGM, and other sources. DSC/LM/ER and JDP/Indx, 998

EXHIBIT B

KH-793.100

The following described parcels of land situated in Section 29, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

The N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, and that portion of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ more particularly described as follows:

BEGINNING at a point in the section line marking the bound between Sections 28 and 29, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, from which the section corner common to Sections 20, 21, 28 and 29 of said Township and Range, bears North 664.3 feet distant and running thence South along the said Section line 664.3 feet more or less to the Southeasterly corner of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 29; thence Westerly along the Southerly boundary of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 29, 1320 feet, more or less, to the Southwesterly corner thereof; thence North 63° 56' East, 1475.8 feet, more or less, to the POINT OF BEGINNING

KH-797.000

That portion of Parcel 1 of Land Partition 59-58 in the N $\frac{1}{2}$, and the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 28, and the E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 29, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, LYING in SECTION 28 ONLY.

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 within a reasonable time and as soon as is practicable.
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 rock 4 inches or greater from the disturbed areas of the Construction Workspace.