

2018-014388

Klamath County, Oregon

11/29/2018 11:00:01 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)

RODNEY A. CHEYNE AND NICHELLE CHEYNE, AS TENANTS BY THE ENTIRETY

GRANTEE(S)

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

Legal Description

THAT CERTAIN PARCEL OF LAND LYING IN SECTION 12, TOWNSHIP 40 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

APN: R93614

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is entered into this 17 day of AUGUST, 2018 ("**Effective Date**"), by and among Rodney A. Cheyne and Nichelle Cheyne, as Tenants by the entirety, whose address is 14130 Matney 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 17 day of AUGUST, 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.

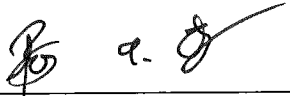
The term of this Agreement begins upon the Effective Date and expires on the fifth anniversary of the Effective Date ("**Expiration Date**"). At the election of Grantee, the term of this Agreement may be extended by up to five years following the Expiration Date in exchange for additional rental payments ("**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.

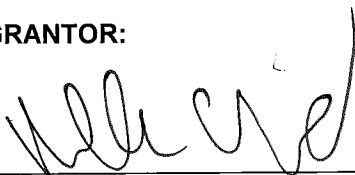
WITNESS THE EXECUTION THIS 17 day of AUGUST, 2018.

GRANTOR:



Rodney A. Cheyne


GRANTOR:



Nichelle Cheyne

GRANTEE:

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



Tony Diocce Authorized Signatory

ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF KLAMATH) ss.

On this 17 day of AUGUST, 2018, personally appeared RODNEY CHEYNE,
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.

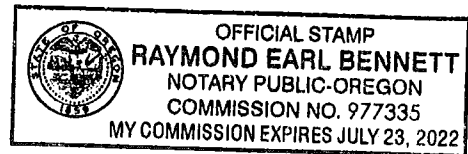
Before me:

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.

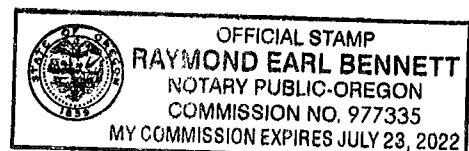


On this 17 day of AUGUST, 2018, personally appeared NICHELLE CHEYNE,
proven to me to be the individual described in and who signed the foregoing instrument, and
acknowledged to me that she/he signed the instrument as her/his voluntary act and deed for the uses
and purposes mentioned therein.

Before me:

Raymond Earl Bennett

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



ACKNOWLEDGMENT

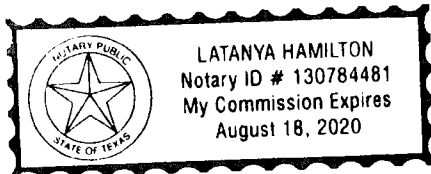
STATE OF TEXAS

COUNTY OF HARRIS

)
) ss.
)

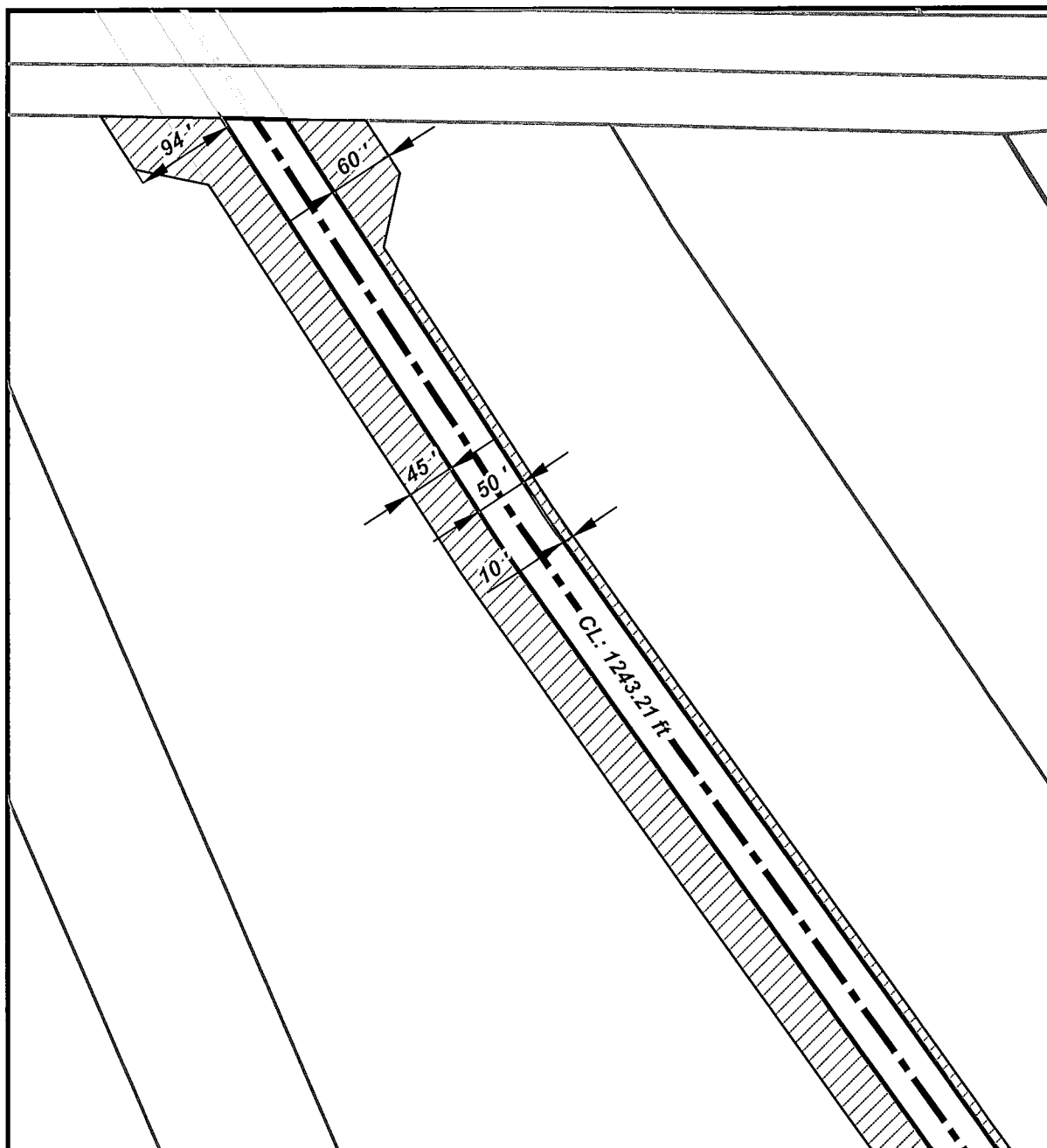
On this 10th day of September, 2018, personally appeared Tony Diace, proven to me to be the Authorized Signatory of Pacific Connector Gas Pipeline, LP, acting through its general partner, Pacific Connector Gas Pipeline, LLC, and acknowledged that she/he signed the forgoing instrument on behalf of and 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:



Barry H. H. H.

Notary Public in and for the State of Texas
My Commission Expires: August 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: 3188.3 ft

Legend

- Proposed Pipeline
- Permanent Easement = 159,415.823 ft² | 3.660 ac.
- Temporary Extra Work Area = 205,724.354 ft² | 4.723 ac.
- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line

0 75 150 300 Feet



REV
2
REVISED DATE:
8/13/2018

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP

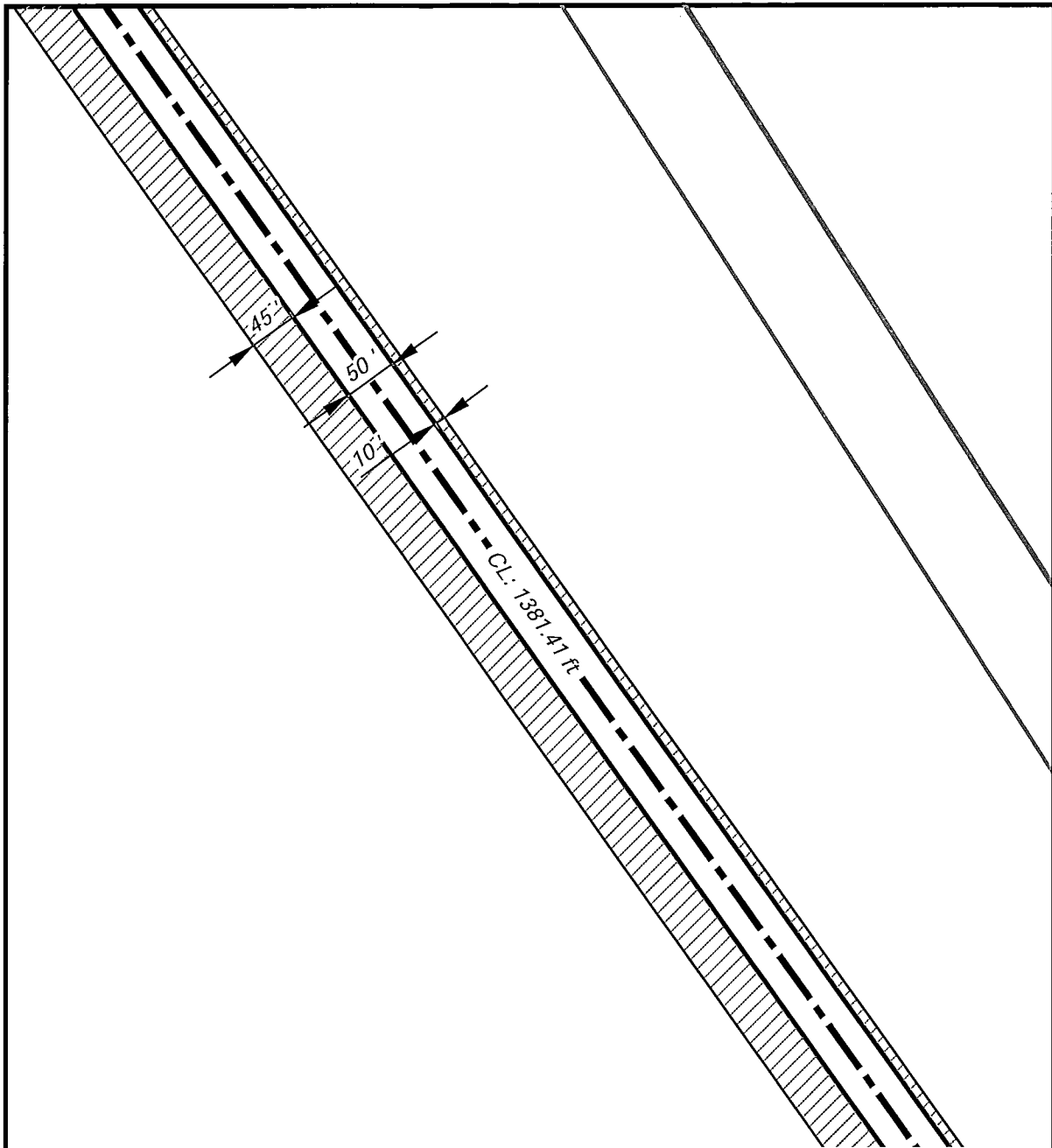
PROPERTY EXHIBIT
CHEYNE, RODNEY A. and NICHELLE
APN: R93614

M.P. 206.50 TO M.P. 207.11
T-40 S, R-9 E Sec 12
KLAMATH COUNTY, OREGON



DWG: 3430.33-X-KH-718.000 (1 of 3)

TRACT: KH-718.000



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REV 2
REVISED DATE:
8/13/2018

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP

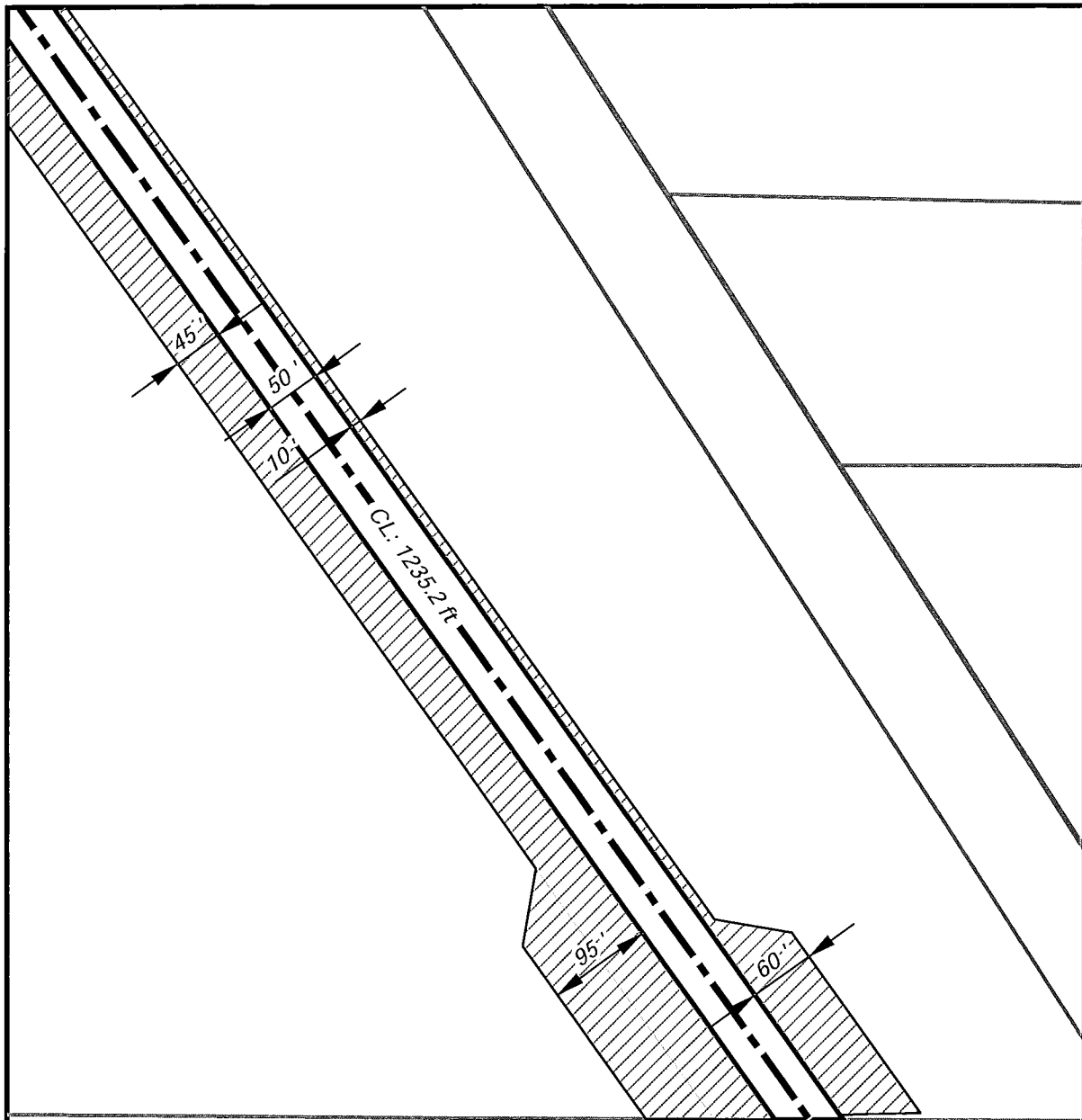
PROPERTY EXHIBIT
CHEYNE, RODNEY A. and NICHELLE
APN: R93614

M.P. 206.50 TO M.P. 207.11
T-40 S, R-9 E Sec 12
KLAMATH COUNTY, OREGON



DWG: 3430.33-X-KH-718.000 (2 of 3)

TRACT: KH-718.000



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0 75 150 300 Feet



REV 2
REVISED DATE:
8/13/2018

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT
CHEYNE, RODNEY A. and NICHELLE
APN: R93614

M.P. 206.50 TO M.P. 207.11
T-40 S, R-9 E Sec 12
KLAMATH COUNTY, OREGON



DWG: 3430.33-X-KH-718.000 (3 of 3)

TRACT: KH-718.000

EXHIBIT B

KH-718.000

That portion of the Northeast Quarter (NE $\frac{1}{4}$), Section 12, Township 40 South, Range 9 East of the Willamette Meridian, lying between the "C" Canal and the Southern Pacific Railroad track, and south of Cross Road.

ALSO, All that part of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 12, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying south of the south boundary of the D2 Irrigation Lateral and east of the northeasterly boundary of the "C" Canal.

EXCEPTING THEREFROM, a strip of land along the North boundary conveyed to the United States of America by deed from W. B. Graham, et ux on December 4, 1929 and recorded December 10, 1929 in Deed Volume 88, Page 362, more particularly described as beginning at a point on the east boundary of said section from which the northeast corner of Section 12 bears North 30 feet distant and running thence West 1500 feet along a line parallel to the north boundary of said Section 12; thence South 55 feet; thence 1500 feet along a line parallel to the north boundary of said Section 12 to the east boundary line of said Section 12; thence North 55 feet along the east boundary to the POINT OF BEGINNING, containing 1.9 acres, more or less, of which 1.4 acres is now occupied by the C-6 Lateral.

ALSO, EXCEPTING THEREFROM, all that part of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) and Southwest of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 12, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon conveyed to the United States of America by deed from Theodore N. Case, et ux on June 8, 1923 and recorded June 18, 1923 in Deed Volume 61, Page 238, more particularly described as beginning on the east quarter corner of said Section 12, thence West along mid-section line of said Section 12, 1859.30 feet to a point on the east right-of-way line of the "C" Canal, thence North 11°15' West along said right-of-way line of the "C" Canal 30.6 feet; thence East 1865.27 feet to a point on the east line of said Section 12; thence South along said Section 12; 30.0 feet to the POINT OF BEGINNING, containing 1.4 acres, more or less.

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.