

2019-001275

Klamath County, Oregon

02/11/2019 02:07:00 PM

Fee: \$172.00

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)

DREW HILL AND ROCHELLE NORTHROP-HILL, AKA ROCHELLE HILL, AS HUSBAND AND WIFE, AS
TENANTS BY THE ENTIRETY

GRANTEE(S)

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

Legal Description

THOSE CERTAIN PARCELS OF LAND LYING IN SECTIONS 23, 24, 25, 26 AND 35,
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

APN: R898373; R99404; R100278; R99146; R99306; R99342; R587591; R587671;
R890561; R99208; R587902; R587920

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("**Agreement**") is entered into this 28th day of December, 2018 ("**Effective Date**"), by and among Drew Hill and Rochelle Northrop-Hill, aka Rochelle Hill, as husband and wife, as tenants by the entirety, whose address is 18827 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 28th day of December, 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 28th day of December, 2018.

GRANTOR:



Drew Hill

GRANTOR:



Rochelle Northrop-Hill aka
Rochelle Hill

GRANTEE:

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



Tony Diore Authorized Signatory

ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF Klamath) ss.

On this 28 day of December, 2018, personally appeared Drew Hill,
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: Angela Kay Garcia



Angela Kay Garcia
Notary Public in and for the State of Oregon
My Commission Expires: June 2, 2019

ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF Klamath) ss.

On this 28 day of December, 2018, personally appeared Rochelle Hill,
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: Angela Kay Garcia



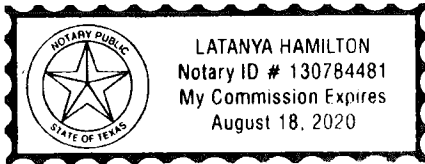
Angela Kay Garcia
Notary Public in and for the State of Oregon
My Commission Expires: June 2, 2019

ACKNOWLEDGMENT

STATE OF TEXAS)
COUNTY OF Harris) ss.

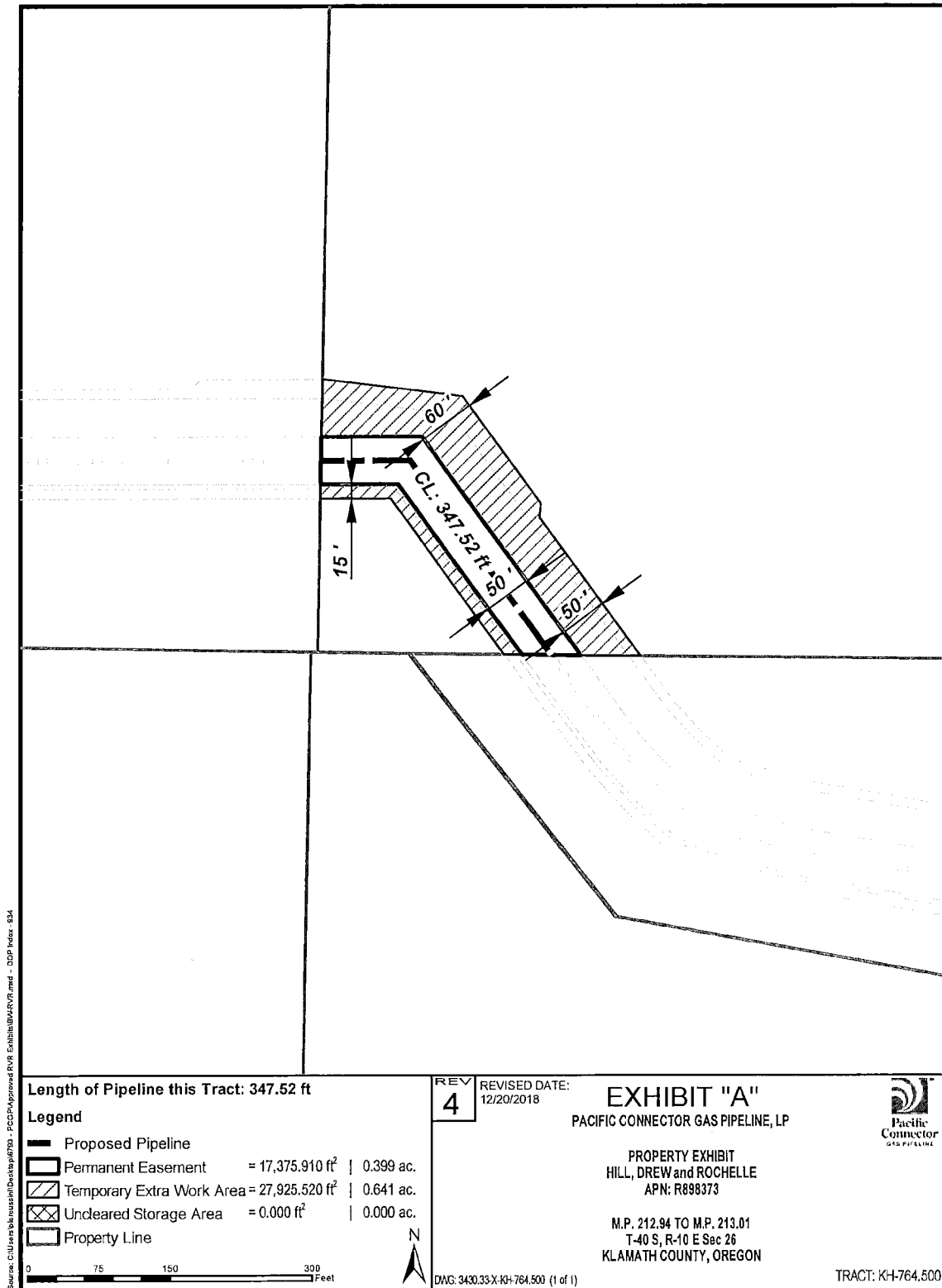
On this 29th day of January, 2019, personally appeared Tony Diocce,
proven to me to be the Authorized Signatory of Pacific Connector Gas Pipeline, LP, acting through
its general partner, Pacific Connector Gas Pipeline, LLC, and acknowledged that she/he signed the
forgoing instrument on behalf of and 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:

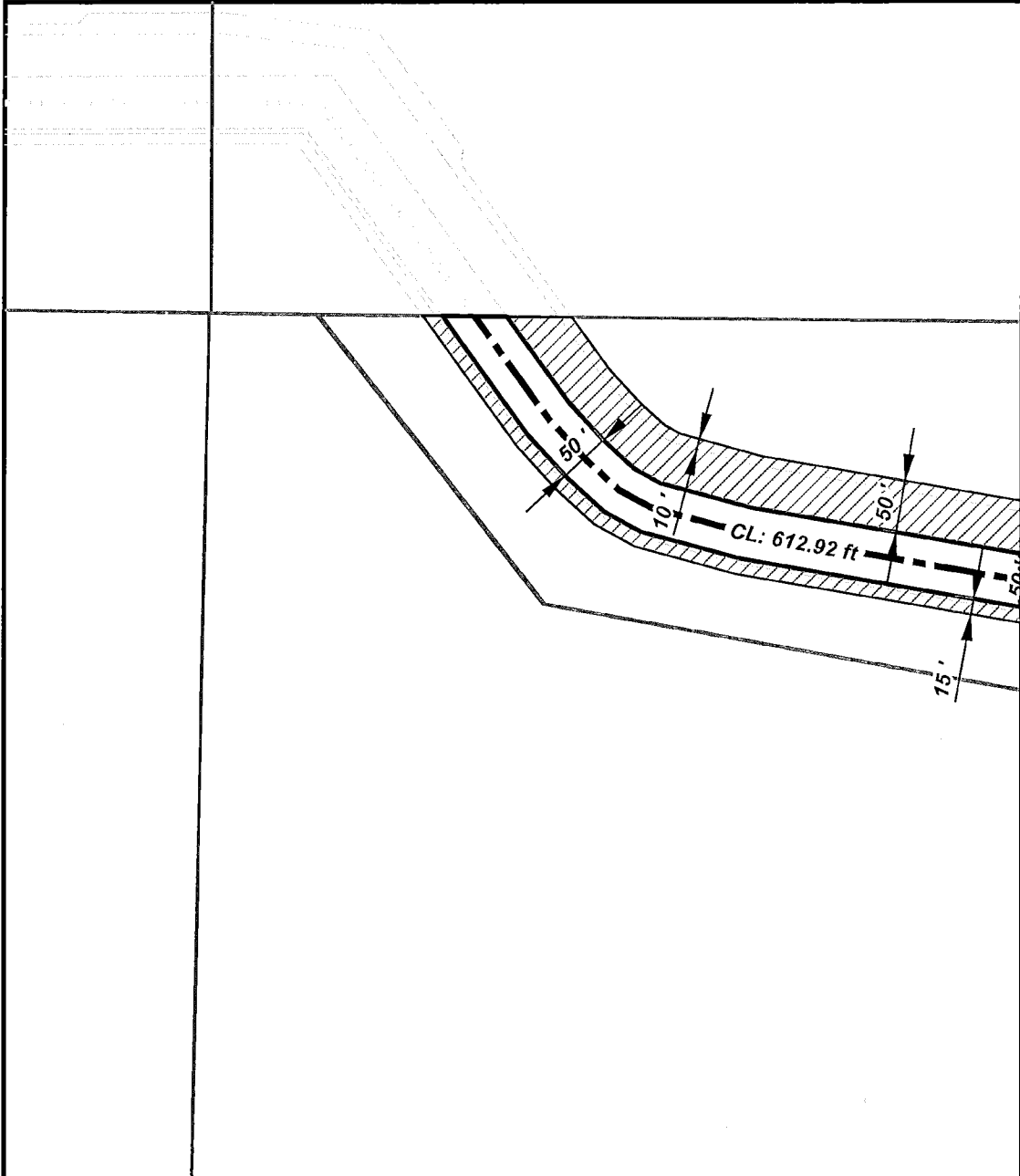


[Signature]

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: 1163.08 ft

Legend

- Proposed Pipeline
- Permanent Easement = 58,153.808 ft² | 1.335 ac.
- Temporary Extra Work Area = 78,716.110 ft² | 1.807 ac.
- Undeared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line

REV
3

REVISED DATE:
8/30/2018

EXHIBIT "A"

PACIFIC CONNECTOR GAS PIPELINE, LP

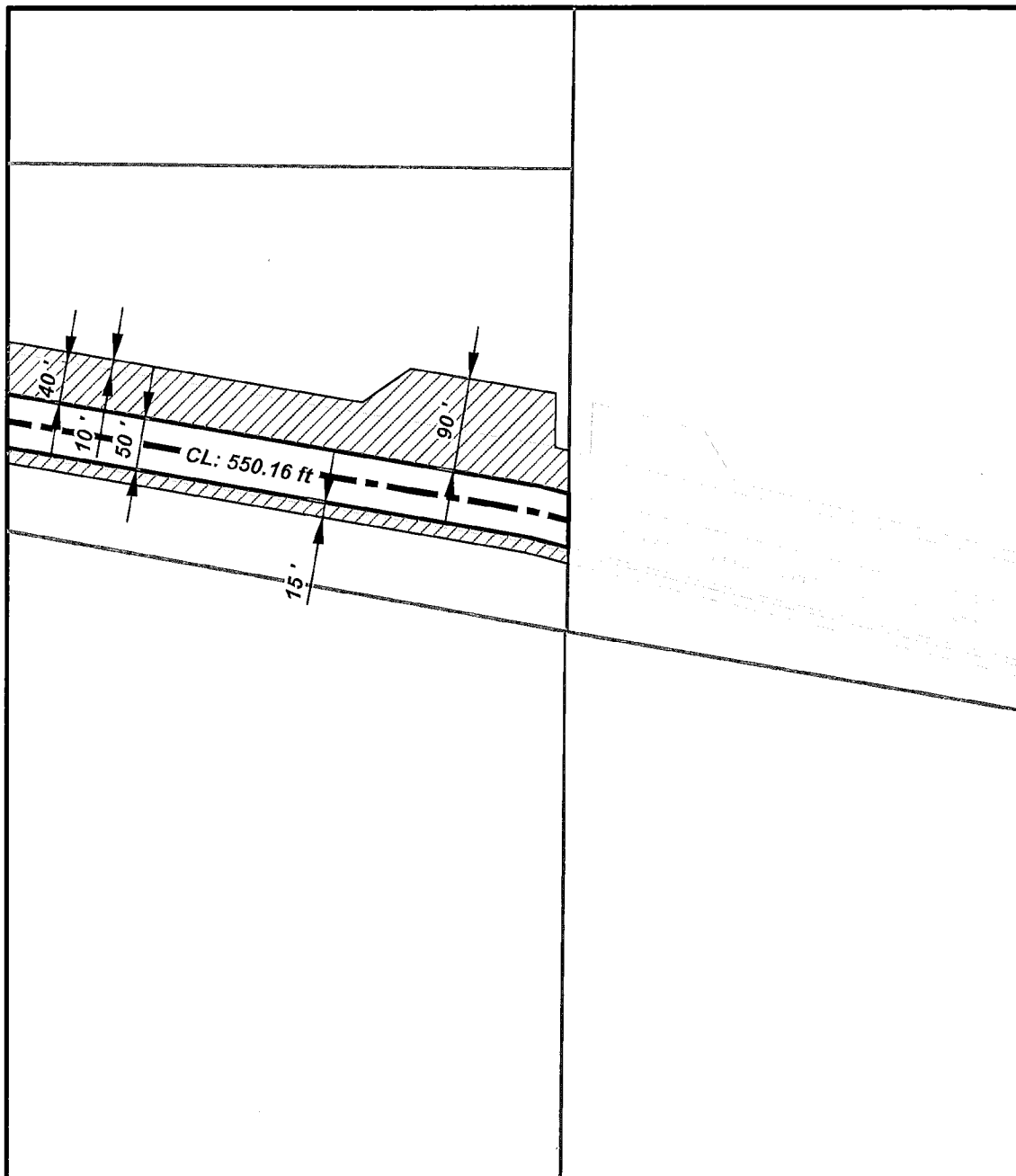
PROPERTY EXHIBIT
HILL, DREW and ROCHELLE
APN: R99404

M.P. 213.01 TO M.P. 213.23
T-40 S, R-10 E Sec 26
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-764.505 (1 of 2) TRACT: KH-764.505

Source: PacoCo_PCL\GIS\MapIt\andChen\BNA\DISCLAIMER.mxd - CDP Index - 0255

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.



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REV
3

REVISED DATE:
8/30/2018

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PACIFIC CONNECTOR GAS PIPELINE, LP



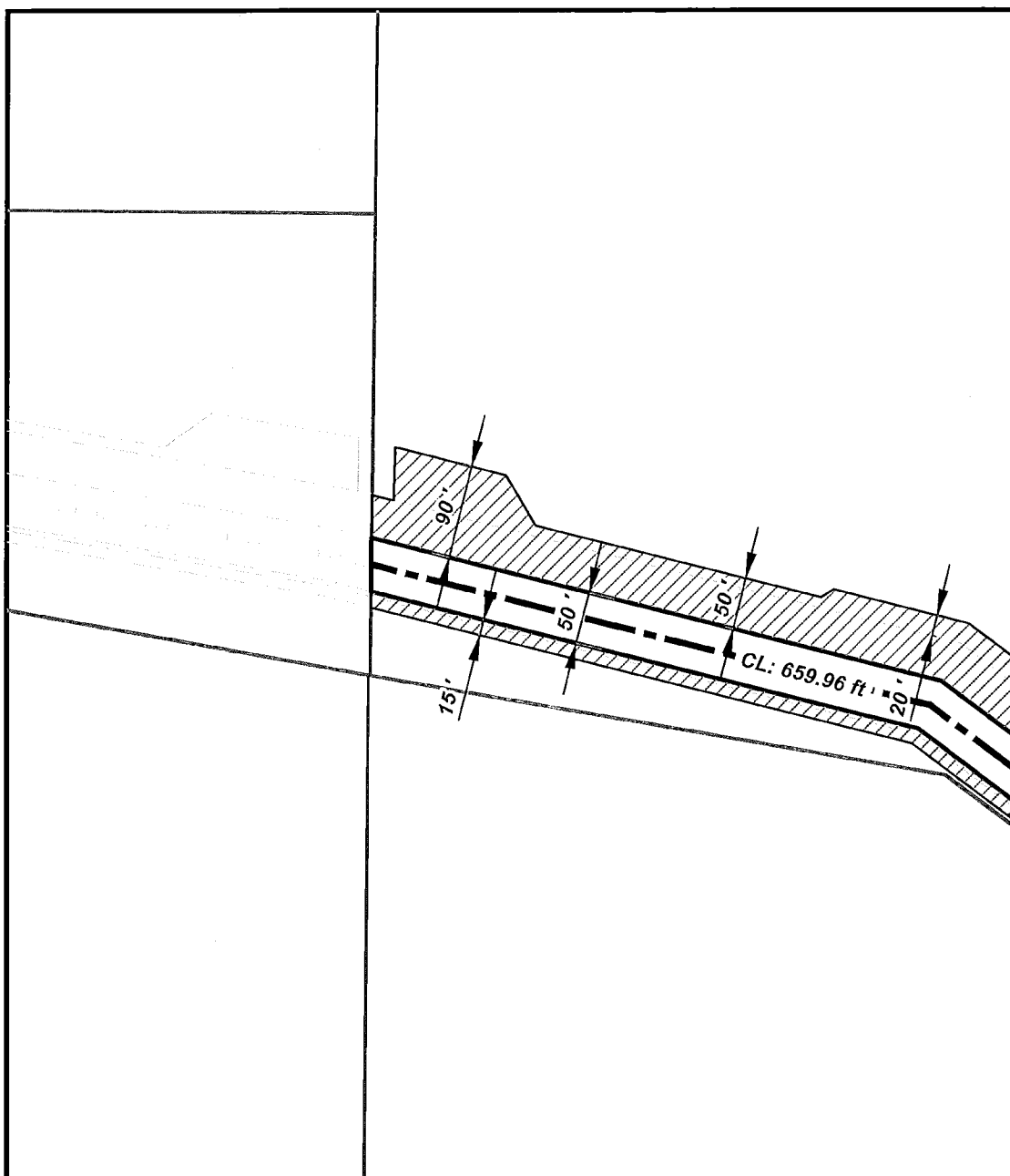
PROPERTY EXHIBIT
HILL, DREW and ROCHELLE
APN: R99404

M.P. 213.01 TO M.P. 213.23
T-40 S, R-10 E Sec 26
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-764.505 (2 of 2)

TRACT: KH-764.505

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Length of Pipeline this Tract: 4414.33 ft

Legend

- Proposed Pipeline
- Permanent Easement = 220,716.504 ft² | 5.067 ac.
- Temporary Extra Work Area = 375,167.845 ft² | 8.613 ac.
- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line

0 75 150 300 Feet



REV
7

REVISED DATE:
12/21/2018

EXHIBIT "A"

PACIFIC CONNECTOR GAS PIPELINE, LP



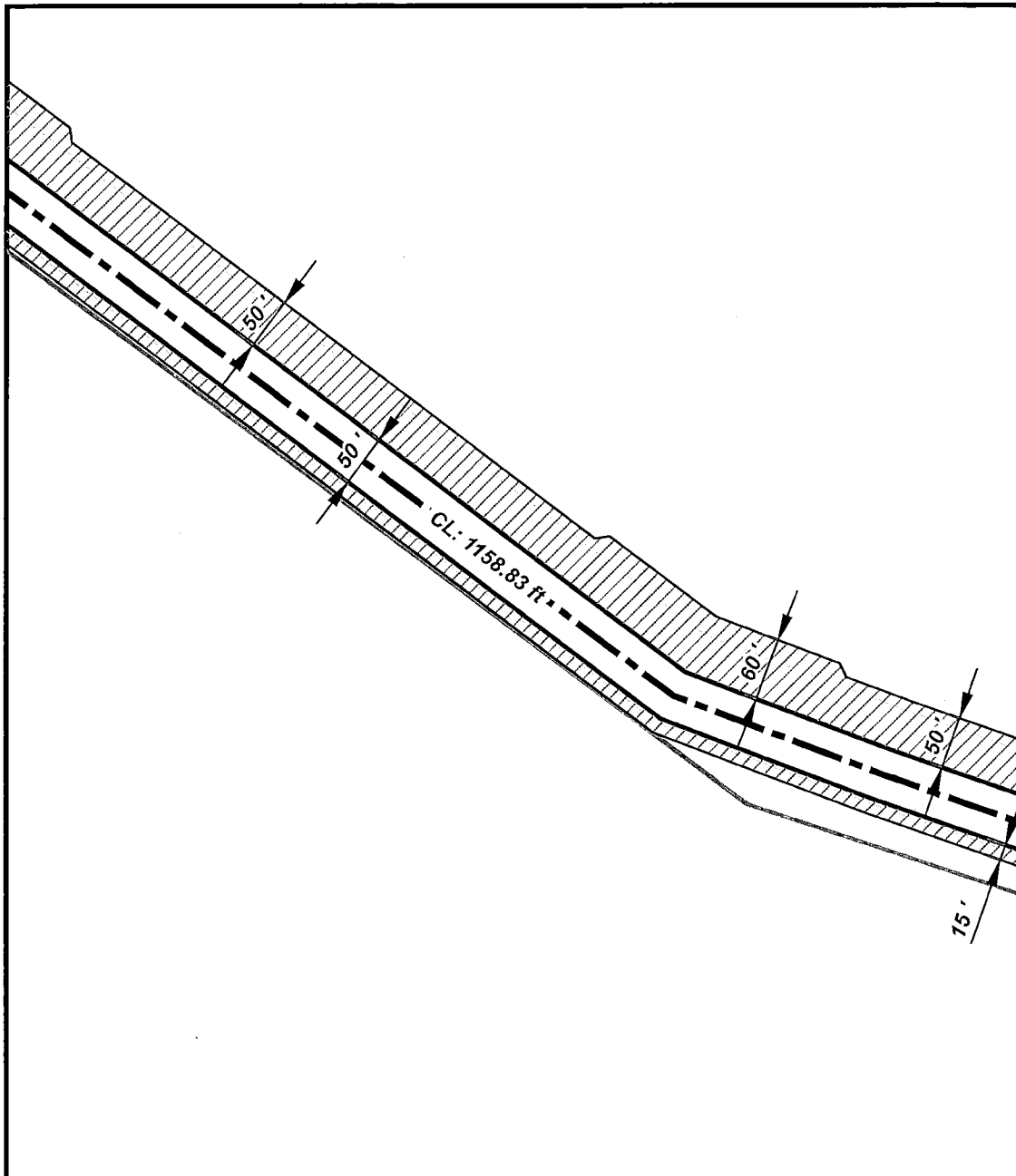
PROPERTY EXHIBIT
HILL, DREW and ROCHELLE NORTHROP-HILL
APN: R99306, R99146, R99342, R587671, R100287, R587591, R890561

M.P. 213.23 TO M.P. 214.06
T-40 S, R-10 E Sec 23, 24, 26, and 35
KLAMATH COUNTY, OREGON

TRACT: KH-774.000

DMG 3430.33-X-KH-774.000 (1 of 5)

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REV
7

REVISED DATE:
12/21/2018

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP



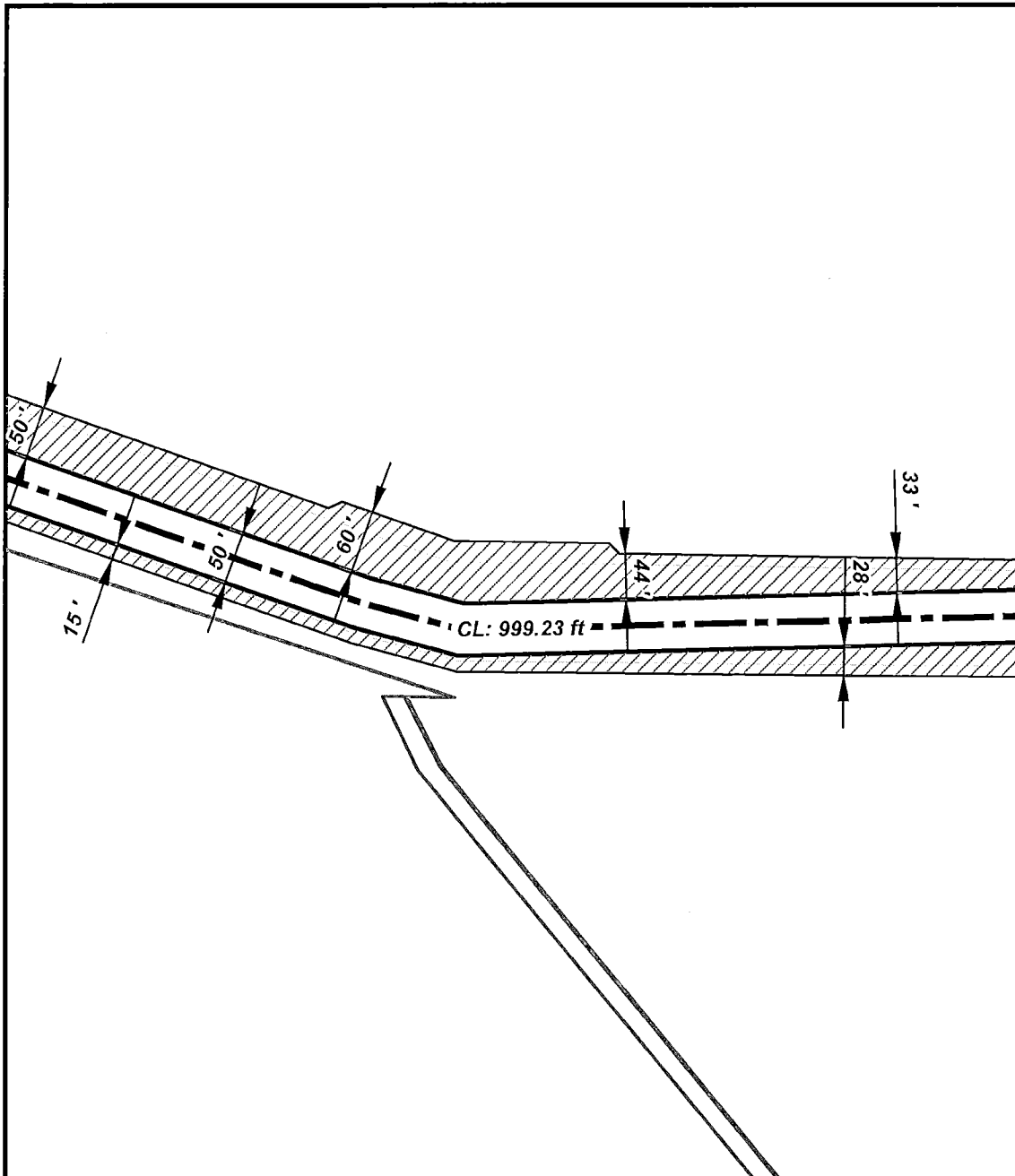
PROPERTY EXHIBIT
HILL, DREW and ROCHELLE NORTHROP-HILL
APN: R99306, R99146, R99342, R587671, R100287, R587591, R890561

M.P. 213.23 TO M.P. 214.06
T-40 S, R-10 E Sec 23, 24, 26, and 35
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-774.000 (2 of 5)

TRACT: KH-774.000

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REV
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REVISED DATE:
12/21/2018

EXHIBIT "A"

PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT
HILL, DREW and ROCHELLE NORTHROP-HILL
APN: R99306, R99146, R99342, R587671, R100287, R587591, R890561

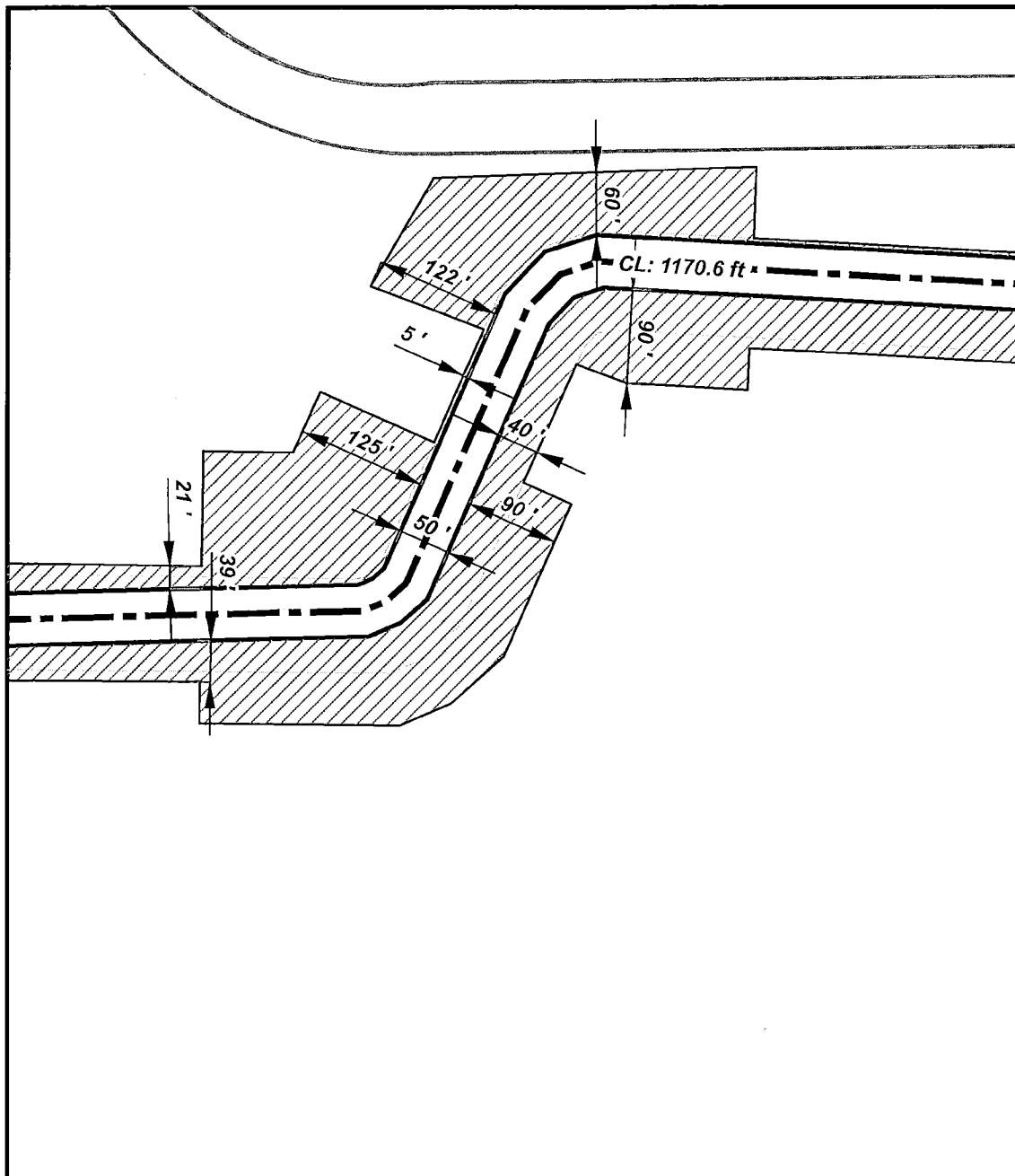
M.P. 213.23 TO M.P. 214.06
T-40 S, R-10 E Sec 23, 24, 26, and 35
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-774.000 (3 of 5)

TRACT: KH-774.000



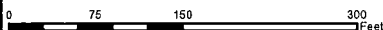
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REV
7

REVISED DATE:
12/21/2018

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP



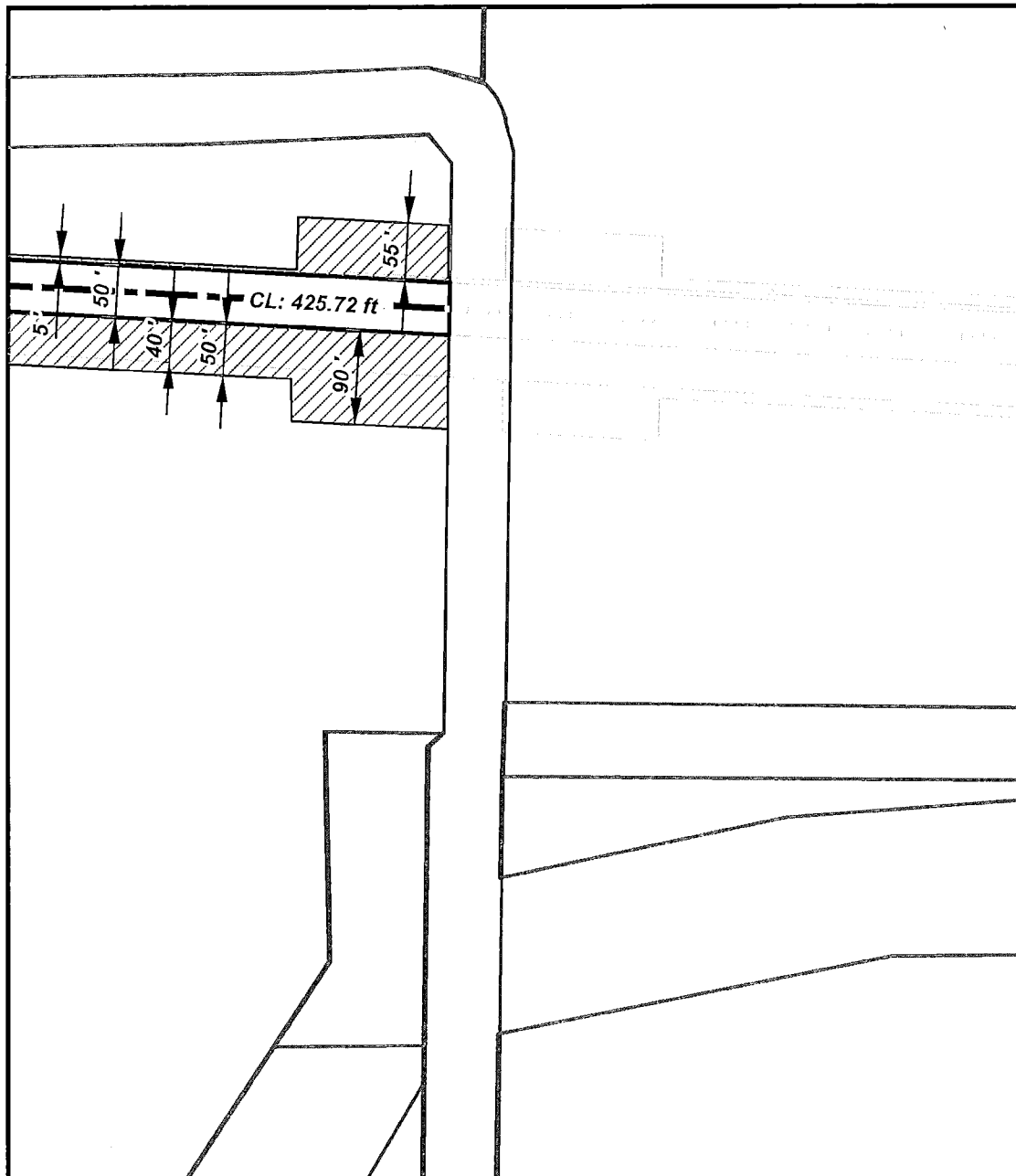
PROPERTY EXHIBIT
HILL, DREW and ROCHELLE NORTHROP-HILL
APN: R99306, R99146, R99342, R587671, R100287, R587591, R890581

M.P. 213.23 TO M.P. 214.06
T-40 S, R-10 E Sec 23, 24, 26, and 35
KLAMATH COUNTY, OREGON

DWG: 3430.33X-KH-774.000 (4 of 5)

TRACT: KH-774.000

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0 75 150 300 Feet



REV
7

REVISED DATE:
12/21/2018

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP



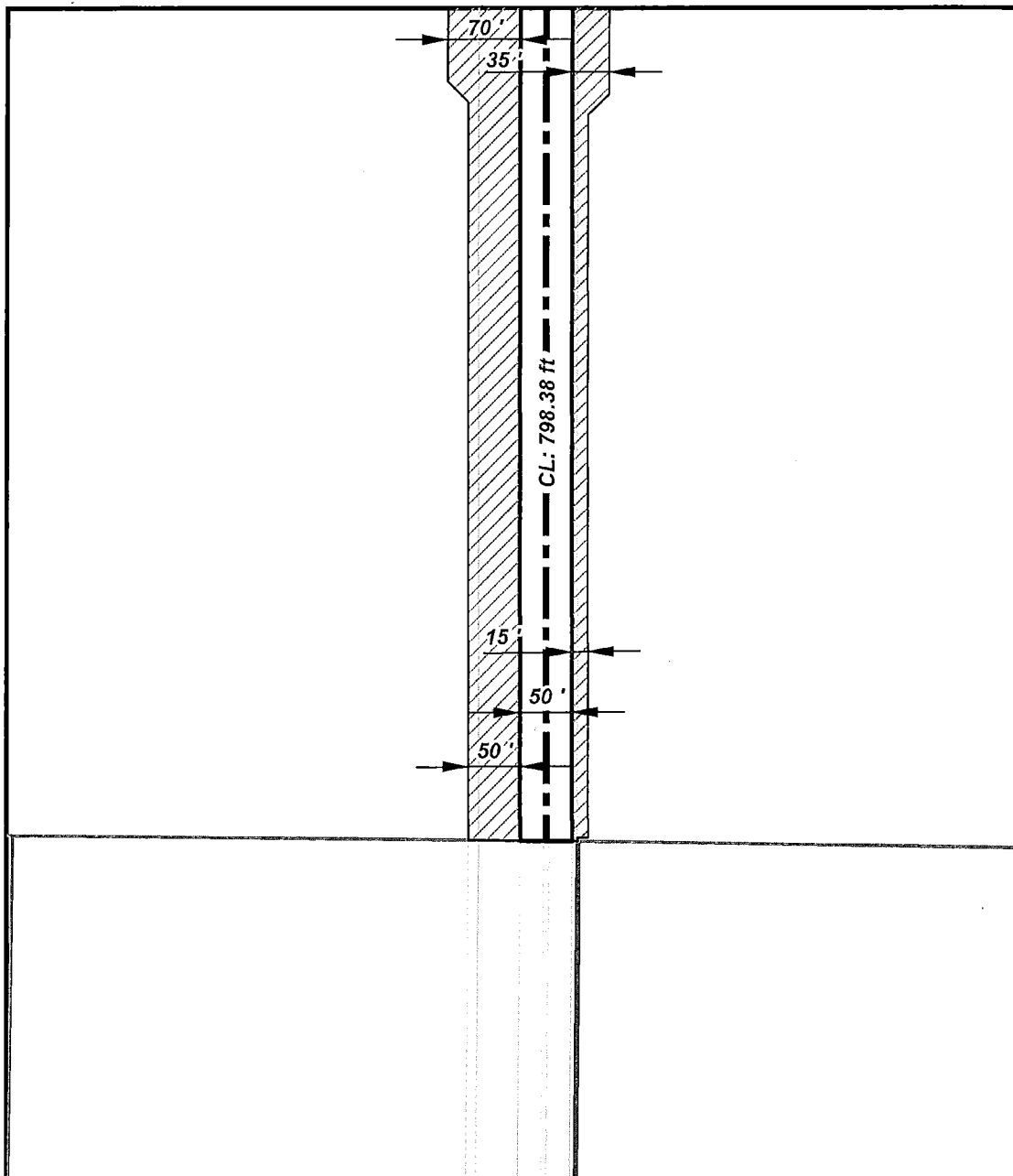
PROPERTY EXHIBIT
HILL, DREW and ROCHELLE NORTHROP-HILL
APN: R99306, R99146, R99342, R587671, R100287, R587691, R890561

M.P. 213.23 TO M.P. 214.06
T-40 S, R-10 E Sec 23, 24, 26, and 35
KLAMATH COUNTY, OREGON

DWG 3430.33X-KH-774.000 (5 of 5)

TRACT: KH-774.000

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Length of Pipeline this Tract: 3143.89 ft

Legend

- Proposed Pipeline
- Permanent Easement = 157,082.987 ft² | 3.606 ac.
- Temporary Extra Work Area = 261,031.556 ft² | 5.992 ac.
- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line

REV
8

REVISED DATE:
12/20/2018

EXHIBIT "A"

PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT
HILL, DREW and ROCHELLE NORTHROP-HILL
APN: R99208, R587902 AND R587920

M.P. 214.82543014 TO M.P. 215.4224066
T-40 S, R-10 E Sec 25
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-781.000 (1 of 4)

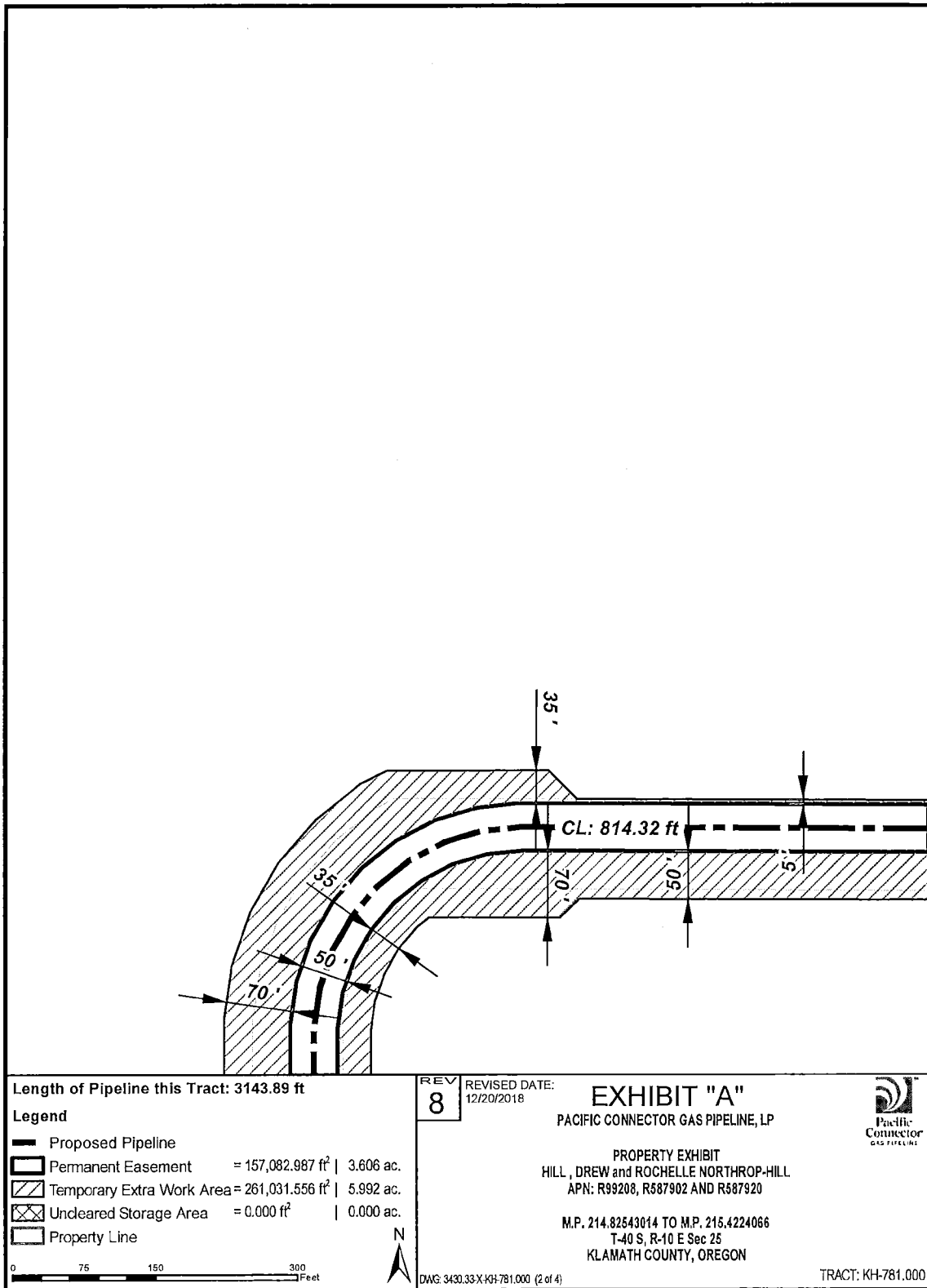
TRACT: KH-781.000

0 75 150 300 Feet

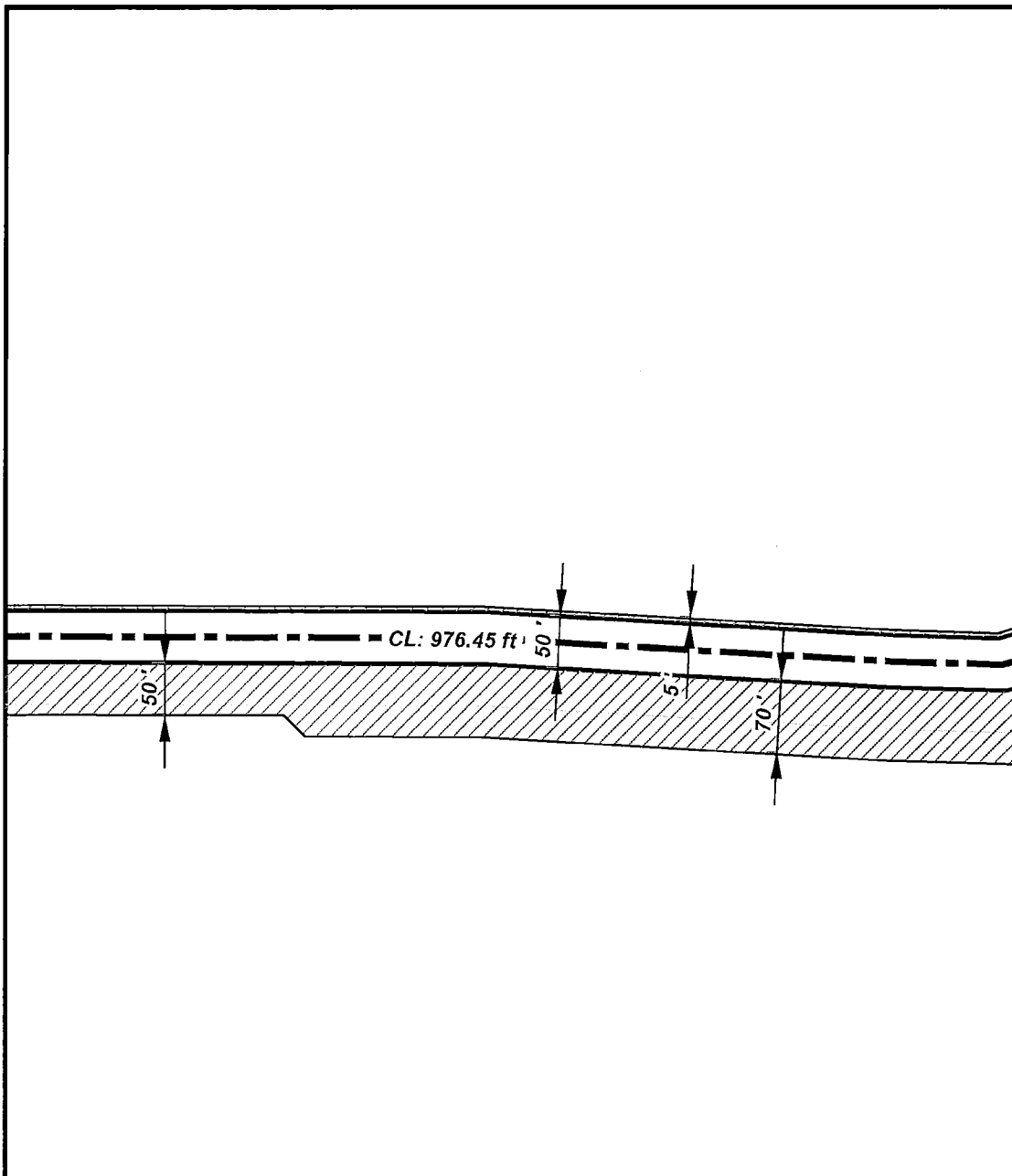
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



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Source: C:\Users\p\neusest\Documents\5760 - PCGP\Approved RVR Exhibit\BAMVR\med - CDP\Index - 347

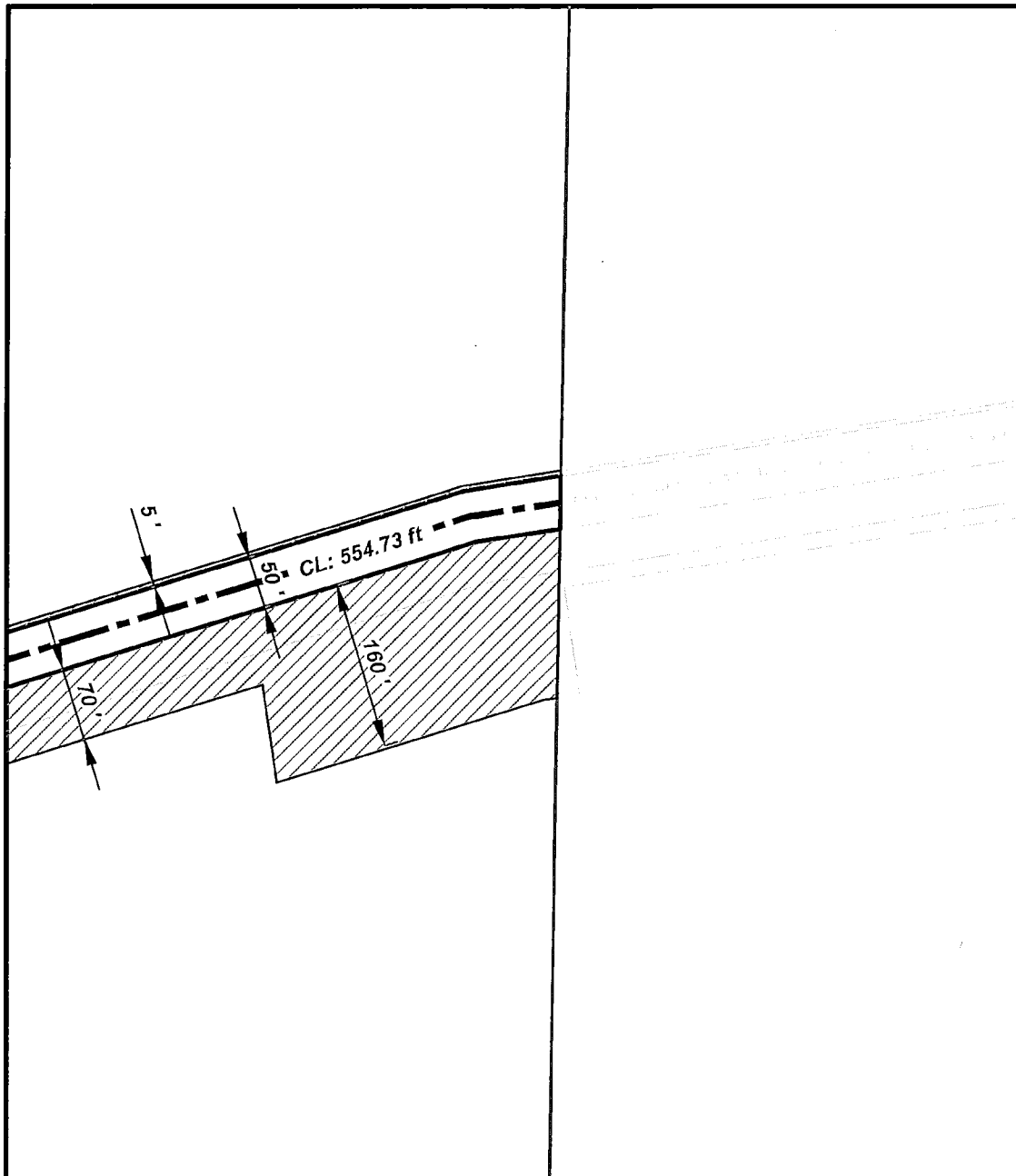


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Length of Pipeline this Tract: 3143.89 ft		REV 8 REVISED DATE: 12/20/2018	EXHIBIT "A" PACIFIC CONNECTOR GAS PIPELINE, LP	
Legend		PROPERTY EXHIBIT HILL, DREW and ROCHELLE NORTHROP-HILL APN: R99208, R587902 AND R587920		
 Proposed Pipeline	 Permanent Easement = 157,082.987 ft ² 3.606 ac.	M.P. 214.82543014 TO M.P. 215.4224066 T-40 S, R-10 E Sec 25 KLAMATH COUNTY, OREGON		
 Temporary Extra Work Area = 261,031.556 ft ² 5.992 ac.	 Undeared Storage Area = 0.000 ft ² 0.000 ac.	TRACT: KH-781.000		
 Property Line		DWG: 3430.33X-KH-781.000 (3 of 4)		

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REV
8

REVISED DATE:
12/20/2018

EXHIBIT "A"

PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT

HILL, DREW and ROCHELLE NORTHROP-HILL

APN: R89208, R587902 AND R587920

M.P. 214.82543014 TO M.P. 215.4224066

T-40 S, R-10 E Sec 25

KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-781.000 (4 of 4)

TRACT: KH-781.000

0 75 150 300 Feet

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EXHIBIT B

KH-764.500 (R898373)

That portion of the NW¼ SW¼ lying Southerly of the USBR 31-A Drain in Section 26, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

KH-764.505 (R99404)

That portion of the SW¼ SW¼ lying North of the existing drain ditch (canal) in Section 26, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

KH-774.000 (R100287; R99146; R99306; R99342; R587591; R587671; R890561)

Parcel 1 of Land Partition 29-04 situated in Sections 23, 24, 26 and 35 of Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

KH-781.000 (R99208, R587902, R587920)

The NW¼; W½ NE¼; N½ SW¼; NW¼ SE¼ in Section 25, 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 to leave ditch fills or bridge crossings on the pipeline trench at approximately 150 foot intervals and in alignment with the currently installed bridges across Grantor's drainage ditch paralleling the south edge of the Construction Workspace in order to allow the pivot irrigation unit to pass through the Construction Workspace.
7. During construction of the pipeline, Grantee agrees to replace and compact subsoils in layers in an effort to minimize future settling of the pipeline trench.
8. Grantee agrees to leave access roads within the Property in as good or better condition than existed prior to construction. Grantee agrees to obtain photographs of access roads within the Property prior to construction and retain photographs for post construction review.
9. Grantee agrees to gravel the approximately 2900 feet of access road from Hill Road to the north edge of the existing corrals following completion of construction.
10. Grantee shall employ dust control measures at all times during construction of the Facilities, especially in proximity to cattle operations.