

**2019-001282**

**Klamath County, Oregon**

**02/11/2019 02:47:01 PM**

**Fee: \$112.00**

**RETURN ADDRESS**

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

**DOCUMENT TITLE(S): TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

**REFERENCE NUMBERS(S) OF RELATED DOCUMENTS**

**GRANTOR(S)**

CASEY A. BARRINGER

**GRANTEE(S)**

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

**Legal Description**

THAT CERTAIN PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 40 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT B.

**Assessor's Property Tax Parcel/Account Number**

R600512

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is entered into this 2 day of NOVEMBER, 2018 ("Effective Date"), by and among Casey A. Barringer, whose address is 1094 San Andres St., Henderson, Nevada 89002 ("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 2 day of NOVEMBER, 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.

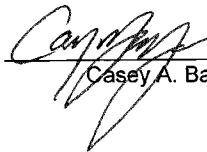
The term of this Agreement begins upon the Effective Date and expires on the fifth anniversary of the Effective Date ("Expiration Date"). At the election of Grantee, the term of this Agreement may be extended by up to five years following the Expiration Date in exchange for additional rental payments ("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 2 day of NOVEMBER, 2018.

**GRANTOR:**

  
\_\_\_\_\_  
Casey A. Barringer

**GRANTEE:**

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

  
\_\_\_\_\_  
Tony Diaceo, Authorized Signatory

ACKNOWLEDGMENT

STATE OF OREGON )  
COUNTY OF KLAMATH ) ss.

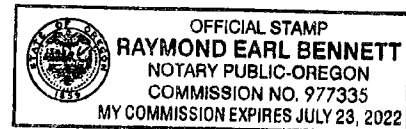
On this 2 day of NOVEMBER, 2018, personally appeared CASEY A. BARRINGER, proven to me to be the individual described in and who signed the foregoing instrument, and acknowledged to me that she/he signed the instrument as her/his voluntary act and deed for the uses and purposes mentioned therein.

Before me:

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

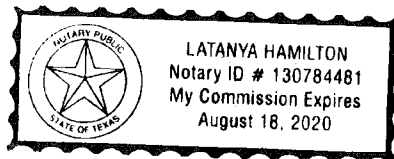
ACKNOWLEDGMENT

STATE OF TEXAS )  
COUNTY OF HARRIS ) ss.

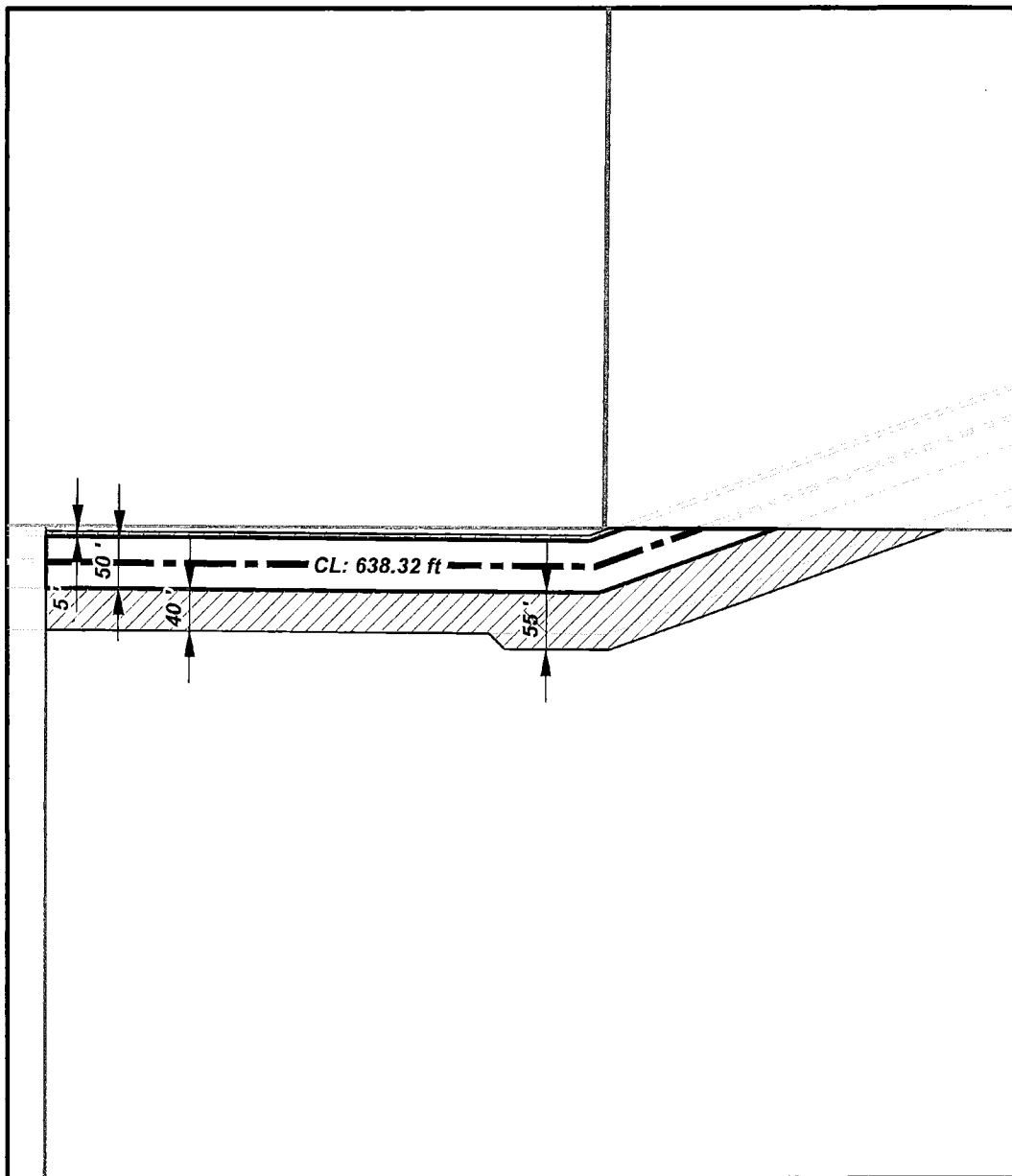


On this 28<sup>th</sup> day of November, 2018, personally appeared Tony Diocce, proven to me to be the Authorized Signatory of Pacific Connector Gas Pipeline, LP, acting through its general partner, Pacific Connector Gas Pipeline, LLC, and acknowledged that she/he signed the foregoing instrument on behalf 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:



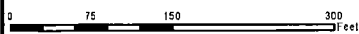
[Signature]  
Notary Public in and for the State of Texas  
My Commission Expires: August 18, 2020



Length of Pipeline this Tract: 638.32 ft

**Legend**

- Proposed Pipeline
- Permanent Easement = 31,916.152 ft<sup>2</sup> | 0.733 ac.
- Temporary Extra Work Area = 40,291.547 ft<sup>2</sup> | 0.925 ac.
- Uncleared Storage Area = 0.000 ft<sup>2</sup> | 0.000 ac.
- Property Line



REV  
3

REVISED DATE:  
11/11/2018

**EXHIBIT "A"**  
PACIFIC CONNECTOR GAS PIPELINE, LP



PROPERTY EXHIBIT  
CASEY A. BARRINGER  
APN: R600512

M.P. 223.25 TO M.P. 223.37  
T-40 S, R-12 E Sec 29  
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-820.306 (1 of 1)

TRACT: KH-820.306

**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-820.306**

**PARCEL 1:**

A tract of land situated in Section 29, Township 40 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being further described as follows:

The SW¼ of the NW¼, EXCEPTING the Westerly 800 feet; the SE¼ of the NW¼; the SW¼ of the NE¼, EXCEPTING that portion conveyed to Shasta View Irrigation District; the Easterly 132 feet of the NE¼ of the SW¼; the NW¼ of the SE¼ EXCEPTING that portion conveyed to Shasta View Irrigation District and

ALSO EXCEPTING a tract of land and being subject to an ingress-egress easement to said tract described as follows:

Beginning at a point on the West boundary of that tract of land conveyed to said Shasta View Irrigation District, from which the Northeast corner of said Section 29 bears North 22°58'32" East 3,588.02 feet; thence South 00°00'37" East, along said boundary, 309.00 feet; thence South 89°23' West 310.00 feet to the centerline of a 30.00 foot wide easement (said easement extending from this point South 01°23' West 365 feet, more or less, to the South line of said NW¼ of the SE¼); thence continuing South 89°23' West 65.00 feet; thence North 00°37' West 309.00 feet; thence North 89°23' East 375.00 feet to the point of beginning, with bearings based on a Solar Observation. ALSO known as Parcel 2 of Land Partition 8-85.

**Parcel 2:**

The Southerly 1,030 feet of the NE¼ SE¼ of Section 29, Township 40 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon. Excepting therefrom that portion conveyed to Shasta View Irrigation District.

## 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.