

2019-001284

Klamath County, Oregon

02/11/2019 03:01:01 PM

Fee: \$122.00

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)

KATHERINE R. CLARK, TRUSTEE, OR HER SUCCESSORS IN TRUST, UNDER THE KATHERINE R. CLARK LOVING TRUST DATED JULY 28, 2004, AND ANY AMENDMENTS THERETO

GRANTEE(S)

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

Legal Description

THOSE CERTAIN PARCELS OF LAND LYING IN SECTION 25, TOWNSHIP 40 SOUTH, RANGE 10 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT B.

Assessor's Property Tax Parcel/Account Number

R587868, R99271, R587822 & R99299

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("**Agreement**") is entered into this 15 day of DECEMBER, 2018 ("**Effective Date**"), by and among Katherine R. Clark, Trustee, or her successors in trust, under the Katherine R. Clark Loving Trust dated July 28, 2004, and any amendments thereto, whose address is 18809 Hill Road, Klamath Falls, Oregon 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 15 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 15 day of DECEMBER, 2018.

GRANTOR:

Katherine R. Clark Loving Trust
dated July 28, 2004, and any amendments
thereto

By: Katherine R Clark TTEE
Katherine R. Clark, Trustee

GRANTEE:

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

Tony Diaee
Tony Diaee, Authorized Signatory

ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF KLAMATH) ss.

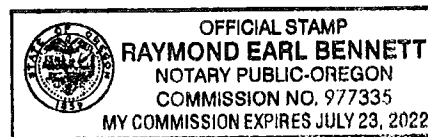
On this 15 day of DECEMBER, 2018, personally appeared KATHERINE R. CLARK,
proven to me to be the TRUSTEE of KATHERINE R. CLARK LIVING TRUST,
and acknowledged that she/he signed the forgoing instrument on behalf of and by authority of said entity
and that the instrument is said entity's voluntary act and deed for the uses and purposes mentioned
therein.

Before me:

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

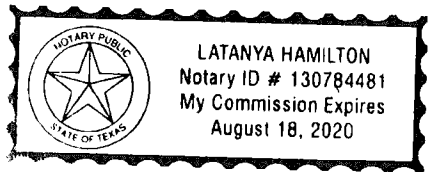
ACKNOWLEDGMENT

STATE OF TEXAS)
COUNTY OF Harris) ss.

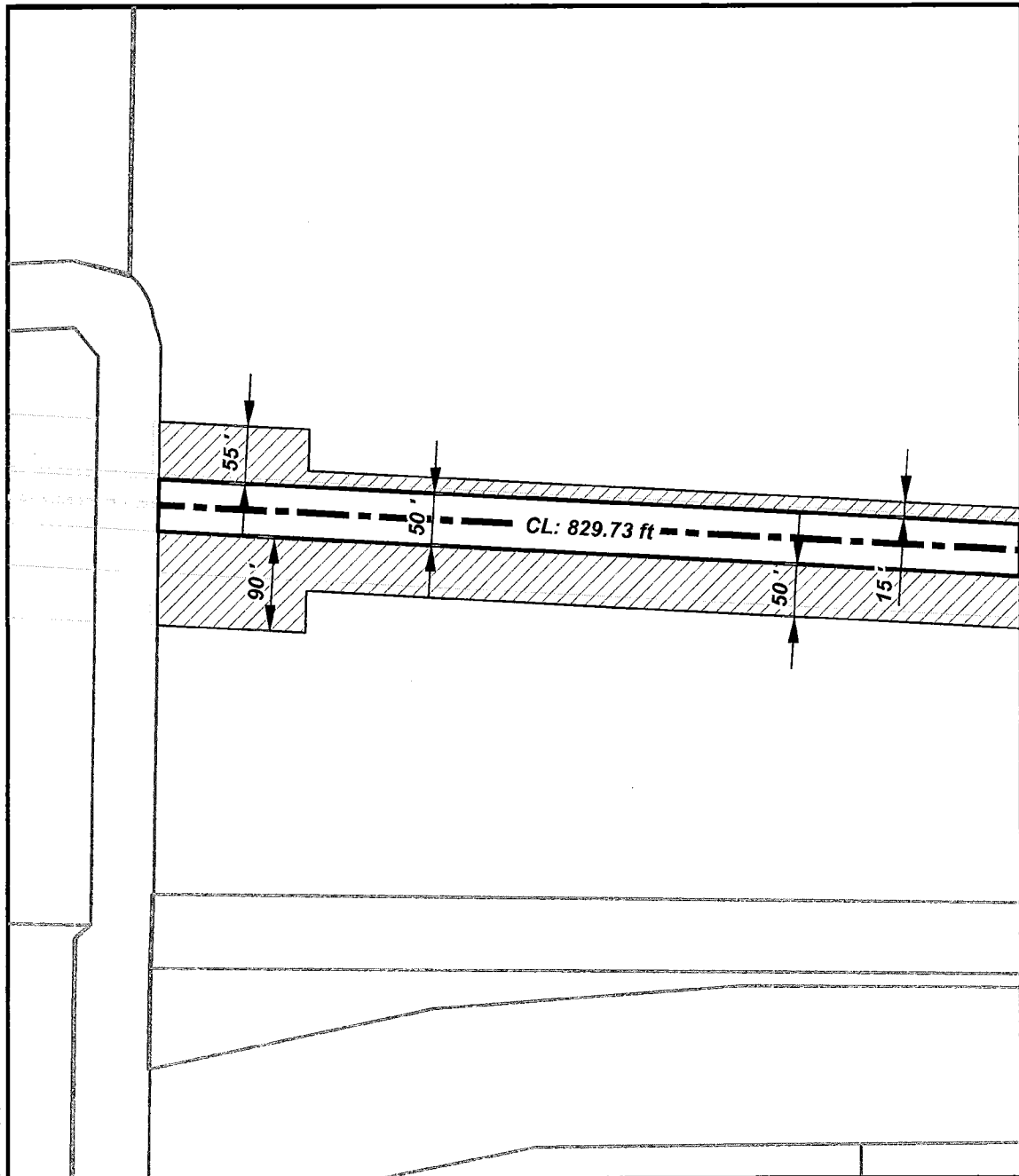


On this 29th day of January, 2018, personally appeared Tony Dione,
proven to me to be the Authorized Signatory of Pacific Connector Gas Pipeline, LP, acting through
its general partner, Pacific Connector Gas Pipeline, LLC, and acknowledged that she/he signed the
forgoing instrument on behalf of and by 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



Length of Pipeline this Tract: 1296.88 ft

Legend

- Proposed Pipeline
- Permanent Easement = 64,844.005 ft² | 1.489 ac.
- Temporary Extra Work Area = 95,754.328 ft² | 2.198 ac.
- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line

0 75 150 300 Feet



REV
5

REVISED DATE:
12/6/2018

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT
KATHERINE R. CLARK LOVING TRUST
APN: R99271 AND R587868

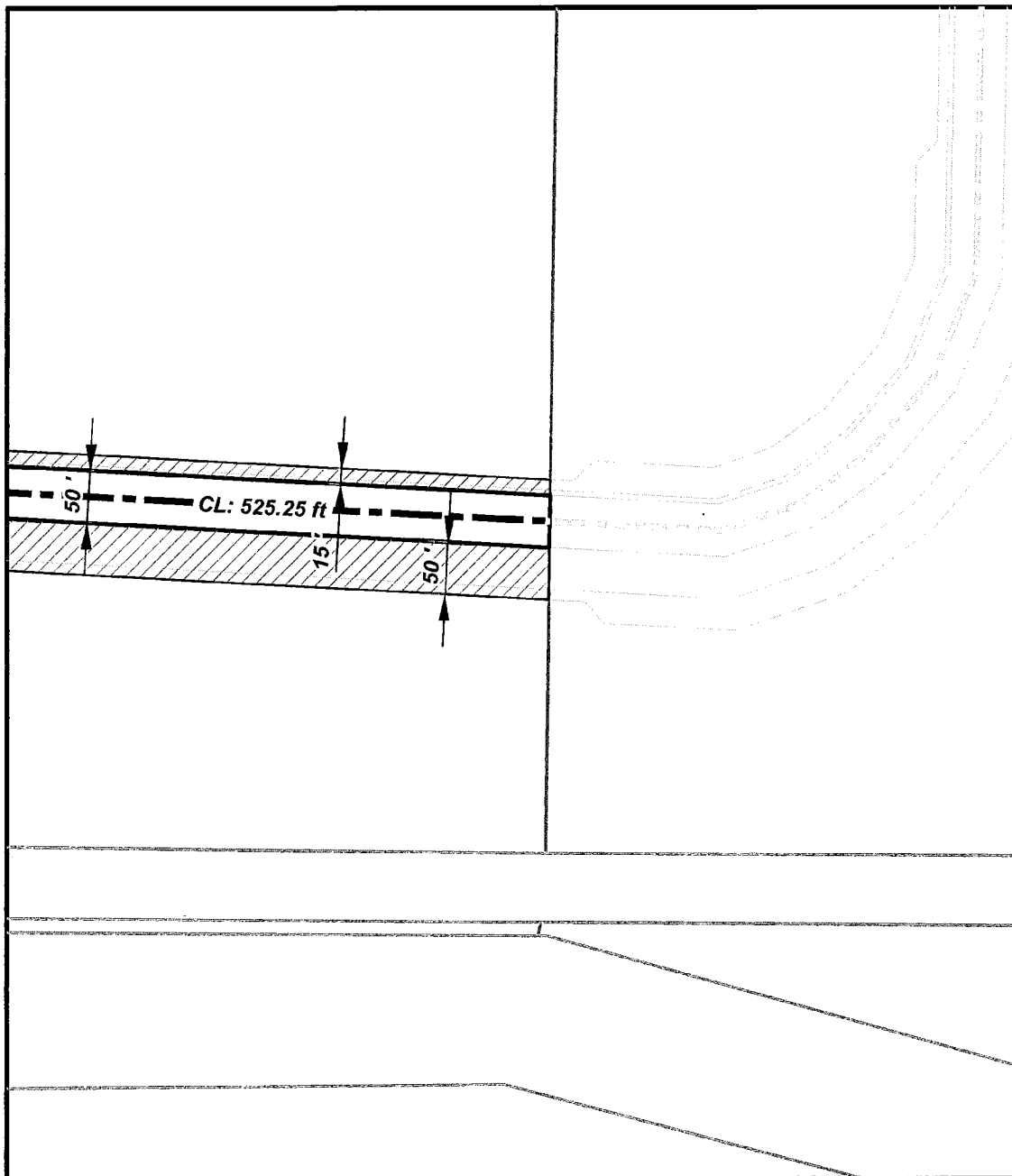
M.P. 214.08 TO M.P. 214.32
T-40 S, R-10 E Sec 25
KLAMATH COUNTY, OREGON



DWG: 3430.33-X-KH-777.000 (1 of 2)

TRACT: KH-777.000

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.



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PACIFIC CONNECTOR GAS PIPELINE, LP



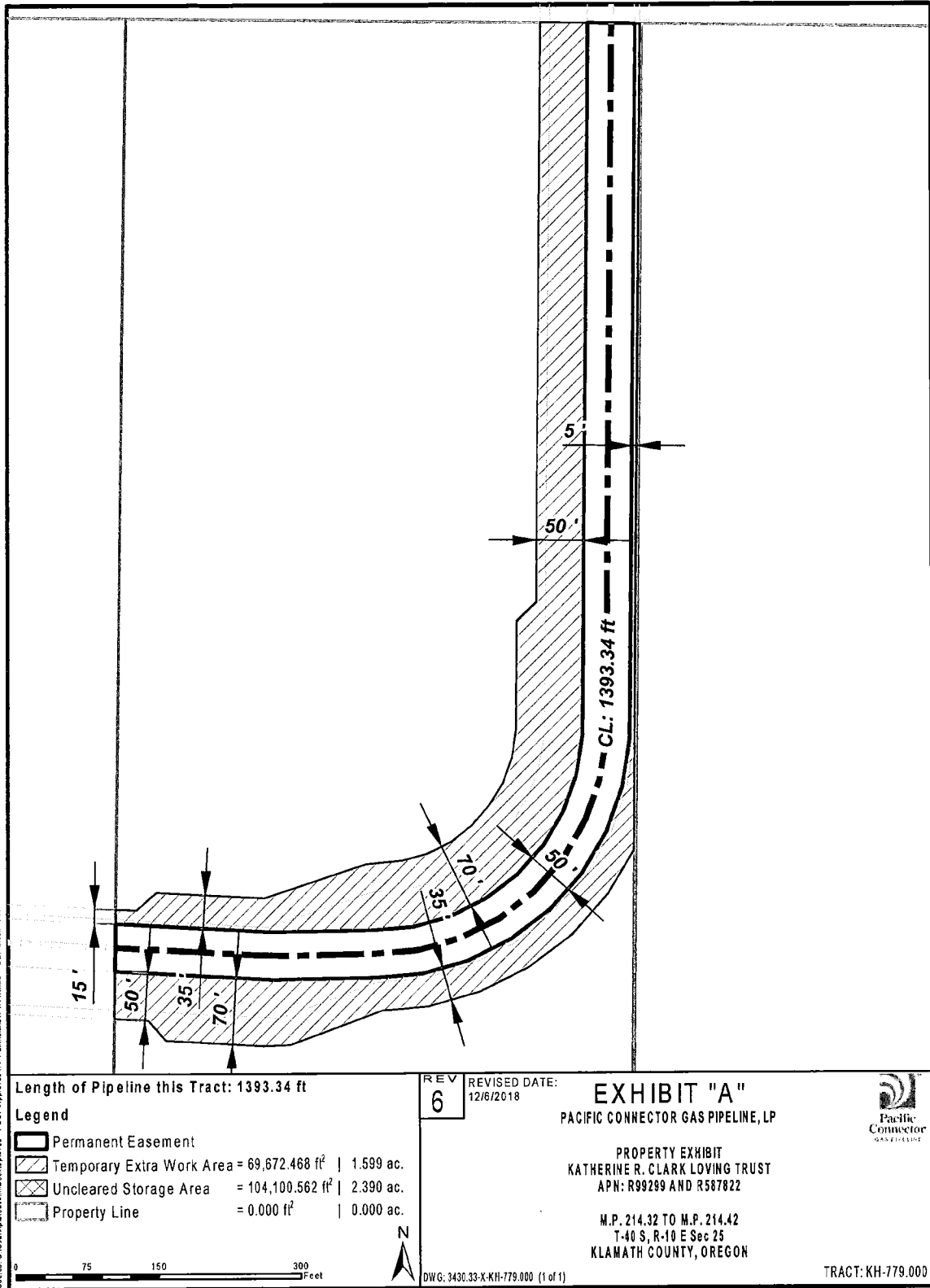
PROPERTY EXHIBIT
KATHERINE R. CLARK LOVING TRUST
APN: R99271 AND R587868

M.P. 214.08 TO M.P. 214.32
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KLAMATH COUNTY, OREGON

TRACT: KH-777.000

DWG: 3430.33-X-KH-777.000 (2 of 2)

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EXHIBIT B

KH-777.000

S $\frac{1}{2}$ SW $\frac{1}{4}$ in Section 25, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM THE FOLLOWING:

The Easterly 1324 feet of the following described property: S $\frac{1}{2}$ SW $\frac{1}{4}$ and W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, less the East 124 feet of said W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 25, Township 40S. Range 10E., W.M.

KH-779.000

W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ less the East 124 feet of said W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ in Section 25, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

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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. Upon execution of this Agreement, Grantee has compensated Grantor for five years of crop loss in the Construction Workspace and one year of crop loss for the portions of the Property outside the Construction Workspace as a result of impacts on irrigation. If construction of the Facilities impacts the ability to irrigate the portions of the Property outside the Construction Workspace for more than one growing season, Grantee will compensate Grantor one additional year of crop loss in the portions of the Property outside the Construction Workspace at the same rate of compensation paid for the first year of crop loss.
7. Grantee will re-seed disturbed areas along the Construction Workspace with a seed mix native to the area or, unless prohibited by law or regulation, as specified by the Grantor.
8. Grantee will take appropriate measures, including the planting of ground cover, to prevent and control erosion that is attributable to construction and maintenance activities.
9. Any pipeline constructed by Grantee across the lands of Grantor will be buried with a minimum of five (5) feet of cover from the top of the pipe.