

2019-002361

Klamath County, Oregon

03/14/2019 11:24:01 AM

Fee: \$127.00

RETURN ADDRESS

PACIFIC CONNECTOR GAS PIPELINE, LLC
125 CENTRAL AVENUE, SUITE 250
COOS BAY, OR 97420

DOCUMENT TITLE(S): TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

Reference Numbers(s) of related documents

GRANTOR(S)

CURT D. MULLIS AND CYNTHIA L. THOMAS-MULLIS, AS TRUSTEES OF MULLIS REVOCABLE LIVING TRUST, UNDER AGREEMENT DATED JUNE 09, 2017

GRANTEE(S)

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

Legal Description

THAT CERTAIN PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 39 SOUTH, RANGE 8 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE FULLY DESCRIBED IN THE ATTACHED EXHIBIT B.

Assessor's Property Tax Parcel/Account Number

R492158

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is entered into this 11 day of DECEMBER, 2018 ("Effective Date"), by and among Curt D. Mullis and Cynthia L. Thomas-Mullis, as Trustees of Mullis Revocable Living Trust, under agreement dated June 09, 2017, whose address is 11120 Highway 66, Klamath Falls, OR 97601 ("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 19 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 14th day of Dec., 2018.

GRANTOR:

Mullis Revocable Living Trust

Curt D. Mullis

Curt D. Mullis, Trustee

GRANTOR:

Mullis Revocable Living Trust

Cynthia L. Thomas-Mullis

Cynthia L. Thomas-Mullis, Trustee

GRANTEE:

Pacific Connector Gas Pipeline, LP

by its General Partner, Pacific Connector Gas Pipeline, LLC

Tony Dioree

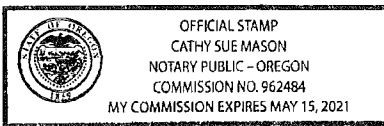
Tony Dioree, Authorized Signatory

ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF Klamath) ss.

On this 14 day of Dec., 2018, personally appeared Curt Mullis
proven to me to be the Trustee of The Mullis Revocable 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:



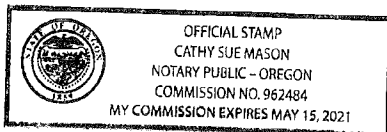
Cathy Mason
Notary Public in and for the State of Oregon
My Commission Expires: May 15, 2021

ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF Klamath) ss.

On this 14 day of Dec., 2018, personally appeared Cynthia L. Thomas Mullis
proven to me to be the Trustee of The Mullis Revocable 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:



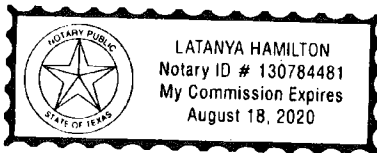
Cathy Mason
Notary Public in and for the State of Oregon
My Commission Expires: May 15, 2021

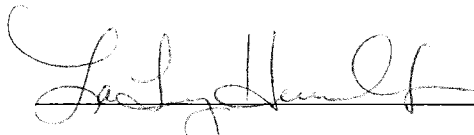
ACKNOWLEDGMENT

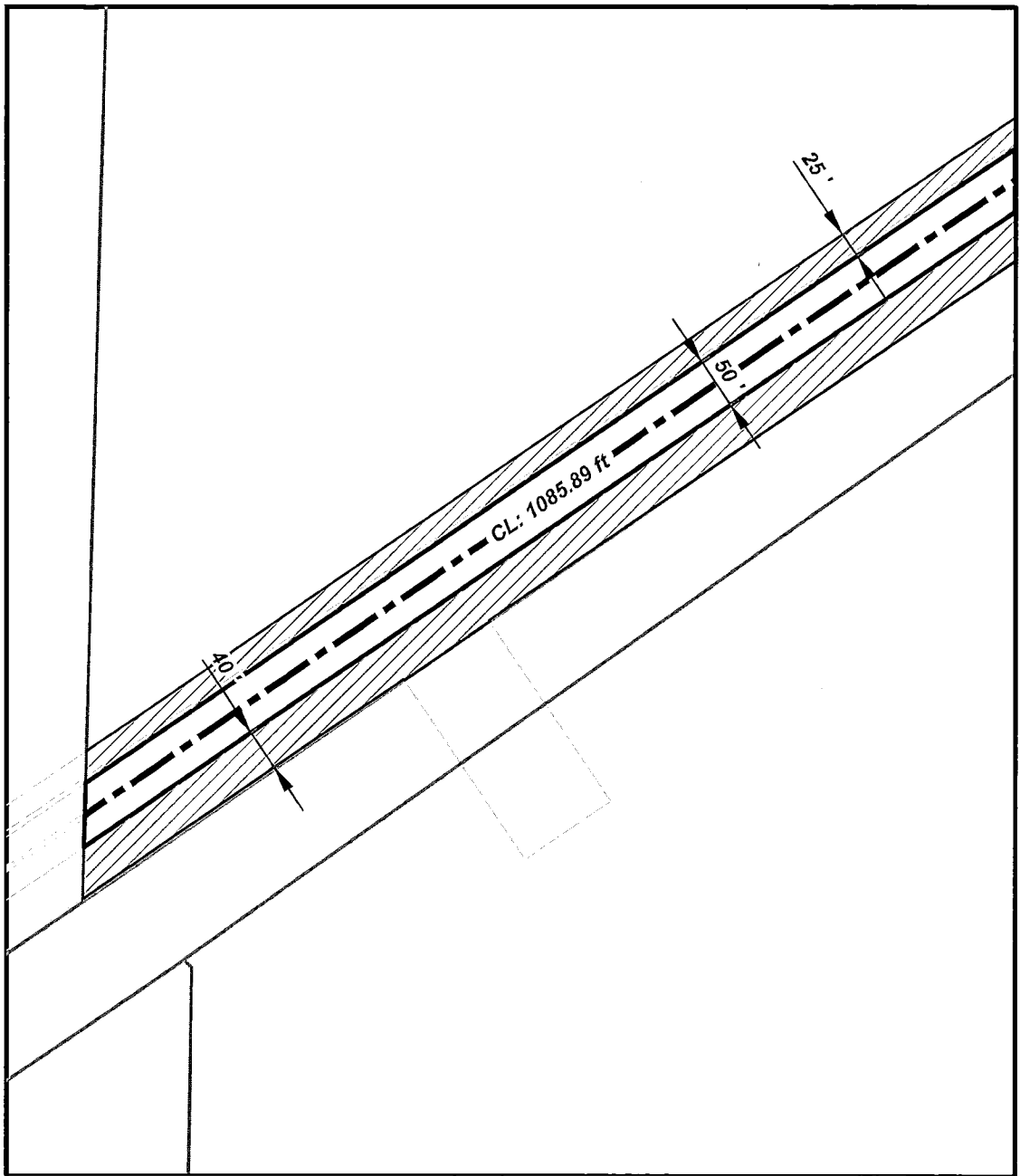
STATE OF TEXAS)
COUNTY OF Harris) ss.

On this 5th day of February, 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



Length of Pipeline this Tract: 2643.92 ft

Legend

- Proposed Pipeline
- Permanent Easement = 132,196.367 ft² | 3.035 ac.
- Temporary Extra Work Area = 167,334.747 ft² | 3.841 ac.
- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line

REV
5

REVISED DATE:
10/22/2018

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT
 MULLIS REVOCABLE LIVING TRUST
 APN: R492168

M.P. 193.07 TO M.P. 193.57
 T-39 S, R-4 E Sec 33
 KLAMATH COUNTY, OREGON

TRACT: KH-627.000

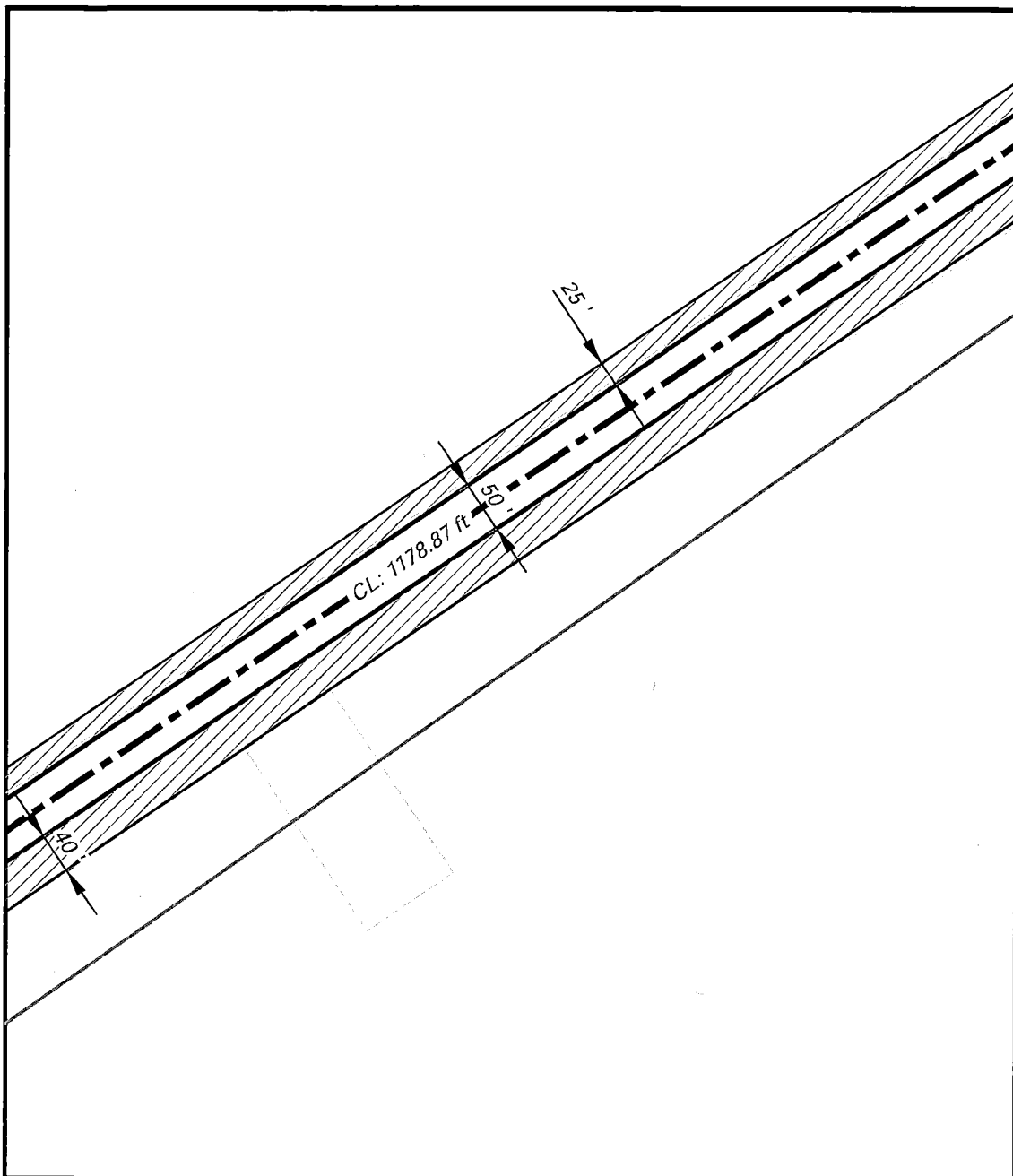
Source: PACCP, CLNGM, LndOw, nrm, DCLAMER, and - DDP ldea - 199

0 75 150 300 Feet

N

DWG: 3430.33-XH-627.000 (1 of 3)

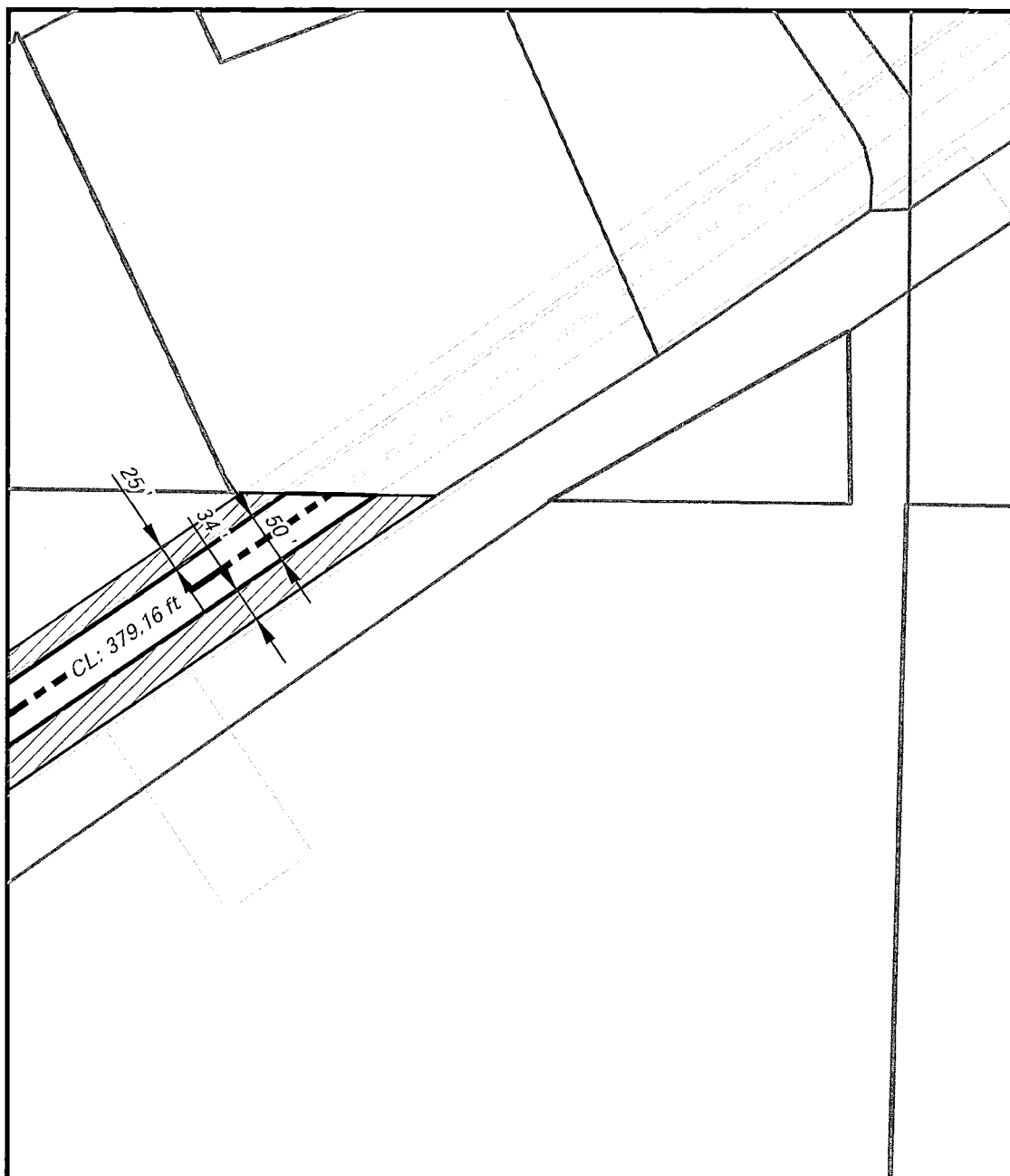
Disclaimer: The pipeline alignment shown is based on a line survey conducted by the project if permission to survey the property was granted by the landowner. The property boundary information was obtained from County tax maps. Because this exhibit is not based on a property survey the actual right-of-way and workspace areas may vary slightly from what is shown.



Length of Pipeline this Tract: 2643.92 ft		REV 5	REVISED DATE: 10/22/2018	EXHIBIT "A" PACIFIC CONNECTOR GAS PIPELINE, LP	
Legend		PROPERTY EXHIBIT MULLIS REVOCABLE LIVING TRUST APN: R492158			
Proposed Pipeline	Permanent Easement = 132,196.367 ft ² 3.035 ac.	M.P. 193.07 TO M.P. 193.57 T-39 S, R-8 E Sec 33 KLAMATH COUNTY, OREGON			
Temporary Extra Work Area = 167,334.747 ft ² 3.841 ac.	Uncleared Storage Area = 0.000 ft ² 0.000 ac.	TRACT: KH-627.000			

Source: P:\P\CCP_1\ENGIN\Map\1\LandOwnerBW_DISCLAIMER.mxd - DDP Index - 800

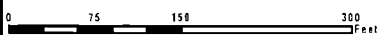
Disclaimer: The pipeline alignment shown is based on a line survey conducted by the project if permission to survey the property was granted by the landowner. The property boundary information was obtained from County tax maps. Because this exhibit is not based on a property survey the actual right-of-way and workspace areas may vary slightly from what is shown.



Length of Pipeline this Tract: 2643.92 ft

Legend

	Proposed Pipeline		
	Permanent Easement	= 132,196.367 ft ²	3.035 ac.
	Temporary Extra Work Area	= 167,334.747 ft ²	3.841 ac.
	Uncleared Storage Area	= 0.000 ft ²	0.000 ac.
	Property Line		



REV
5

REVISED DATE:
10/22/2018

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP



PROPERTY EXHIBIT
MULLIS REVOCABLE LIVING TRUST
APN: R492158

M.P. 193.07 TO M.P. 193.57
T-39 S, R-8 E Sec 33
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-627.000 (3 of 3)

TRACT: KH-627.000

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.

EXHIBIT B

KH-627.000

That portion of Government Lot 3, Section 33 in Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, lying South of Highway;

LESS AND EXCEPTING: Beginning at a point on the line between Section(s) 28 and 33, which is 660 feet East of the one-quarter corner between two said sections; thence North 233.6 feet to the center line of the Klamath Falls-Ashland Highway; thence South $63^{\circ}14'$ West along the center line of said Highway a distance of 354.3 feet; thence South $26^{\circ}53'$ East 256.7 feet; thence North $53^{\circ}44'$ East 246.8 feet to the fence corner; thence 8.2 feet to the POINT OF BEGINNING, in the County of Klamath, State of 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 has identified a power pole and sump within or in the vicinity of the pipeline Construction Workspace. Prior to construction, Grantee and Grantor will locate, stakeout, and protect the existing power pole and sump.
7. In conjunction with executing this Agreement, Grantee has paid Grantor compensation for impacts to crops.
8. Grantee will protect and/or restore all drain tiles and water mainlines damaged by the construction of the pipeline and shall complete any repairs in a good and workmanlike manner.
9. Prior to construction, Grantee will obtain an insurance certificate in the amount of \$2,000,000.00, naming Grantee as additional insured during the construction period.
10. Grantee agrees to repair any damage resulting from construction of the Facilities to the portion of the three culverts located at the south end of the Property to the extent the culverts are located on the Property.
11. In cultivated fields, Grantee will ensure that up to the top 12 inches of topsoil is segregated from the area that is disturbed by trenching. The topsoil from the trench area will be stockpiled separately from the remaining trench spoil. To the extent practicable, during trench backfilling, the topsoil will be returned to the trench last to retain soil fertility. Any excess subsoil will be removed from the Property and disposed of by Grantee.