

2019-002420

Klamath County, Oregon

03/15/2019 11:28:01 AM

Fee: \$112.00

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)

LINDA MCKOEN, TRUSTEE OF THE LINDA MCKOEN 2008 REVOCABLE TRUST, UAD OCTOBER 15, 2008

GRANTEE(S)

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

Legal Description

THAT CERTAIN PARCEL OF LAND LYING IN SECTION 27, 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

R587519; R587537; R99468

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is entered into this 23 day of January, 2019 ("**Effective Date**"), by and among Linda McKoen, Trustee of the Linda McKoen 2008 Revocable Trust, UAD October 15, 2008, whose address is P.O. Box 142, Merrill, OR 97633 ("**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 23 day of January, 2019. ("**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.

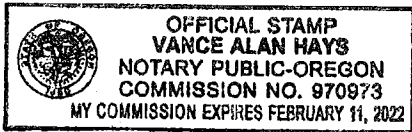
Grantee will possess the above-described rights and such rights will be binding upon Grantor, its heirs, legal representatives and successors in title. Either party may record this Agreement in the records of real property in the county where the Property is located.

ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF Klamath) ss.

On this 23 day of January, 2019, personally appeared Linda McKeen,
proven to me to be the TRUSTEE of Linda McKeen 2008 Revocable 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:



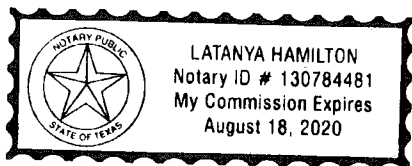
Vance Alan Hays
Notary Public in and for the State of Oregon
My Commission Expires: Feb 11, 2022

ACKNOWLEDGMENT

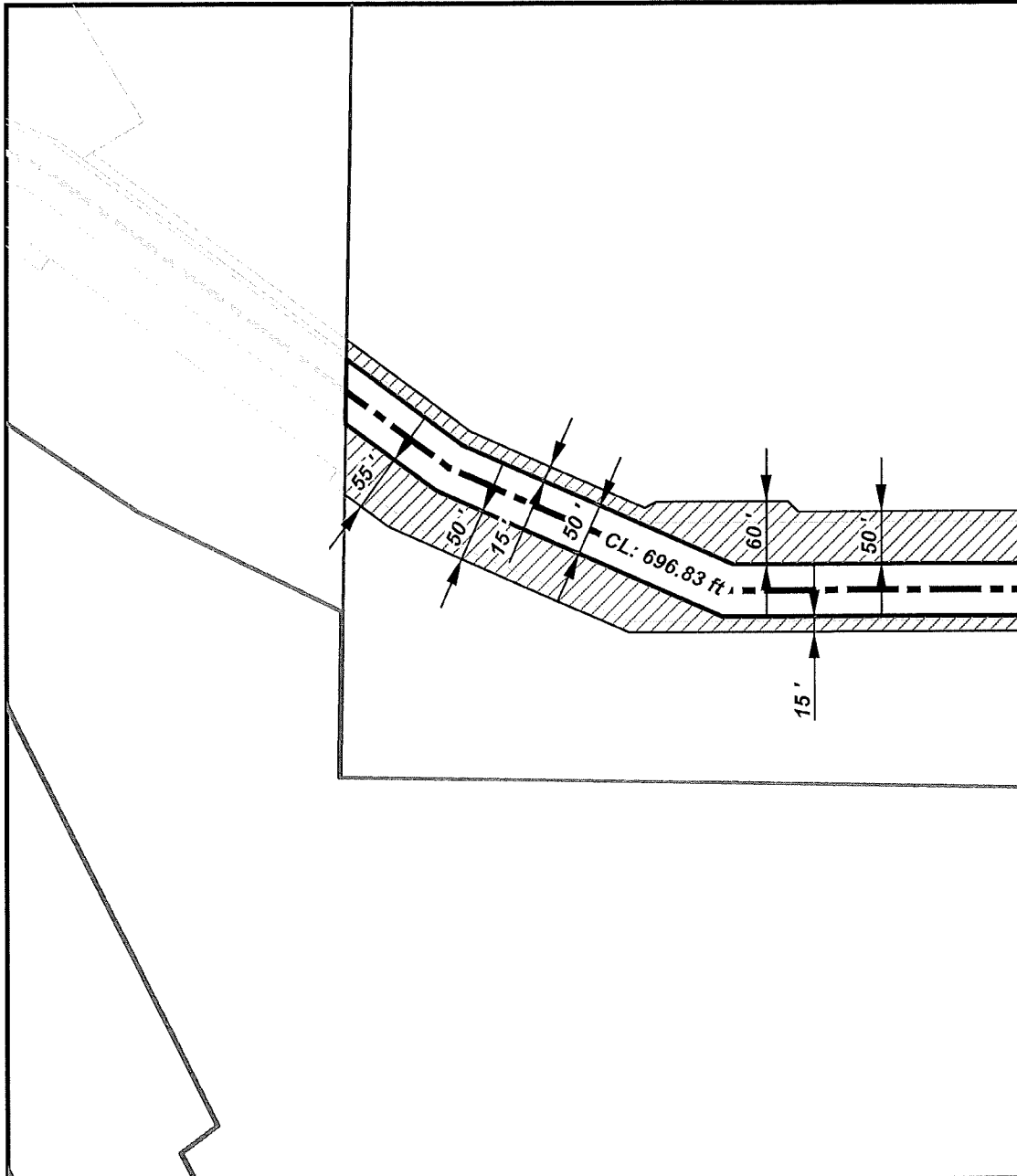
STATE OF TEXAS)
COUNTY OF HARRIS) ss.

On this 5th day of February, 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:



Latanya Hamilton
Notary Public in and for the State of Texas
My Commission Expires: August 18, 2020



Source: C:\Users\pms\Documents\10773 - PCC\Approved RVR Exhibit\DWG-VF.mxd - DDP Index-332

Length of Pipeline this Tract: 1392.15 ft

Legend

	Proposed Pipeline		
	Permanent Easement	= 69,607.871 ft ²	1.598 ac.
	Temporary Extra Work Area	= 92,554.046 ft ²	2.125 ac.
	Uncleared Storage Area	= 0.000 ft ²	0.000 ac.
	Property Line		



REV
9

REVISED DATE:
1/10/2019

EXHIBIT "A"

PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT
LINDA MCKOEN 2008 REVOCABLE TRUST
APN: R99468 AND R587519 AND R587537

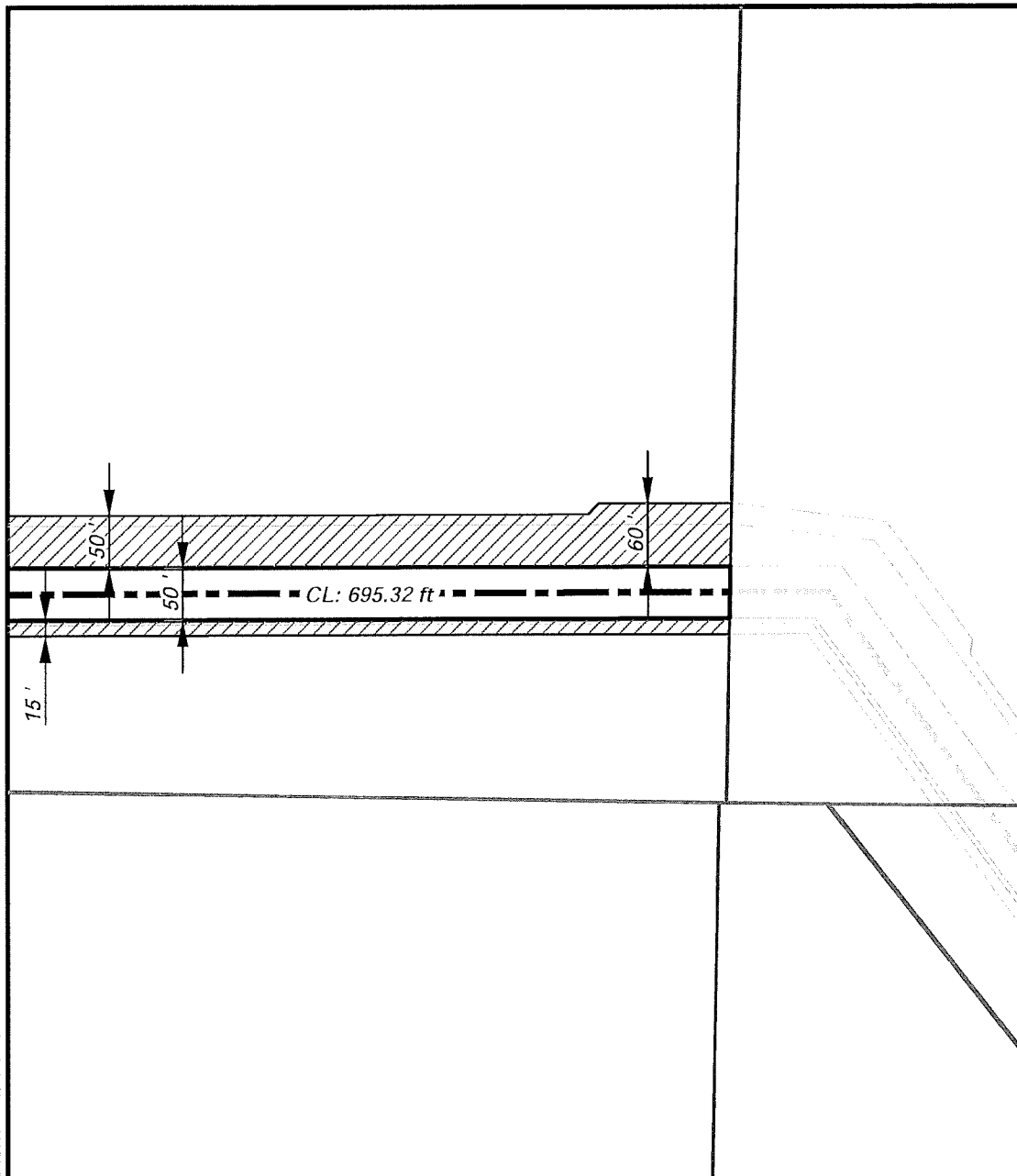
M.P. 212.68 TO M.P. 212.94
T-40 S, R-10 E Sec 27
KLAMATH COUNTY, OREGON



DWG: 3430.33-X-KH-764.001 (1 of 2)

TRACT: KH-764.001

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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0 75 150 200 Feet



REV
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REVISED DATE:
1/10/2019

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APN: R99468 AND R587519 AND R587537

M.P. 212.68 TO M.P. 212.94
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DWG: 3430.33-X-KH-764.001 (2 of 2)

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EXHIBIT B

KH-764.001

The SE $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 27, Township 40 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

TOGETHER WITH a $\frac{1}{2}$ interest in a 60-foot roadway running North and South along the Section line between Section 26 and 27 that is adjacent to the above described property.

EXCEPTING THEREFROM any portion of said land lying within the U.S.B.R. Canal located in the South portion of said land the Northerly portion of said land.

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 will erect temporary fencing as necessary to control livestock and in the effort to keep livestock a safe distance from the construction activities. During construction, Grantee agrees that it will maintain a mutually agreed upon ditch crossover to allow livestock to have access to water and/or feed.