

2019-003494

Klamath County, Oregon

04/01/2019 10:07:05 AM

Fee: \$127.00

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)

DANIEL ALVIN BROWN AND SARABETH R. BROWN, AS TENANTS BY THE ENTIRETY

GRANTEE(S)

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

Legal Description

THAT CERTAIN PARCEL, OR PARCELS OF LAND LYING IN SECTION 27, TOWNSHIP 40 SOUTH,
RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE FULLY
DESCRIBED IN THE ATTACHED EXHIBIT B.

Assessor's Property Tax Parcel/Account Number

R773979 & R773988

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is entered into this 14 day of MARCH, 2019 ("**Effective Date**"), by and among Daniel Alvin Brown and Sarabeth R. Brown, as tenants by the entirety, whose address is PO Box 131, Merrill, Oregon 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 14 day of MARCH, 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.

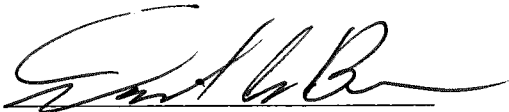
The term of this Agreement begins upon the Effective Date and expires on the fifth anniversary of the Effective Date ("**Expiration Date**"). At the election of Grantee, the term of this Agreement may be extended by up to five years following the Expiration Date in exchange for additional rental payments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

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 14 day of MARCH, 2019.

GRANTOR:


Daniel Alvin Brown

GRANTOR:


Sarabeth R. Brown

GRANTEE:

PACIFIC CONNECTOR GAS PIPELINE, LP
by its General Partner, Pacific Connector
Gas Pipeline, LLC


, Authorized Signatory

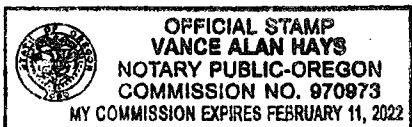
ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF Klamath) ss.

On this 14 day of MARCH, 2019, personally appeared Daniel Alvin Brown,
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:

Vance Alan Hays



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

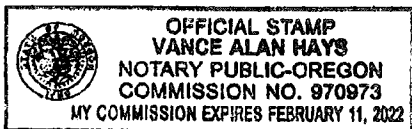
ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF Klamath) ss.

On this 14 day of MARCH, 2019, personally appeared SARA Beth R. Brown,
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:

Vance Alan Hays



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

ACKNOWLEDGMENT

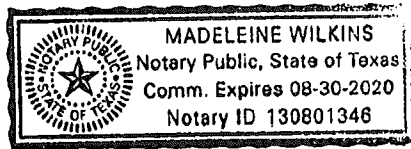
STATE OF TEXAS

)
) ss.
)

COUNTY OF HARRIS

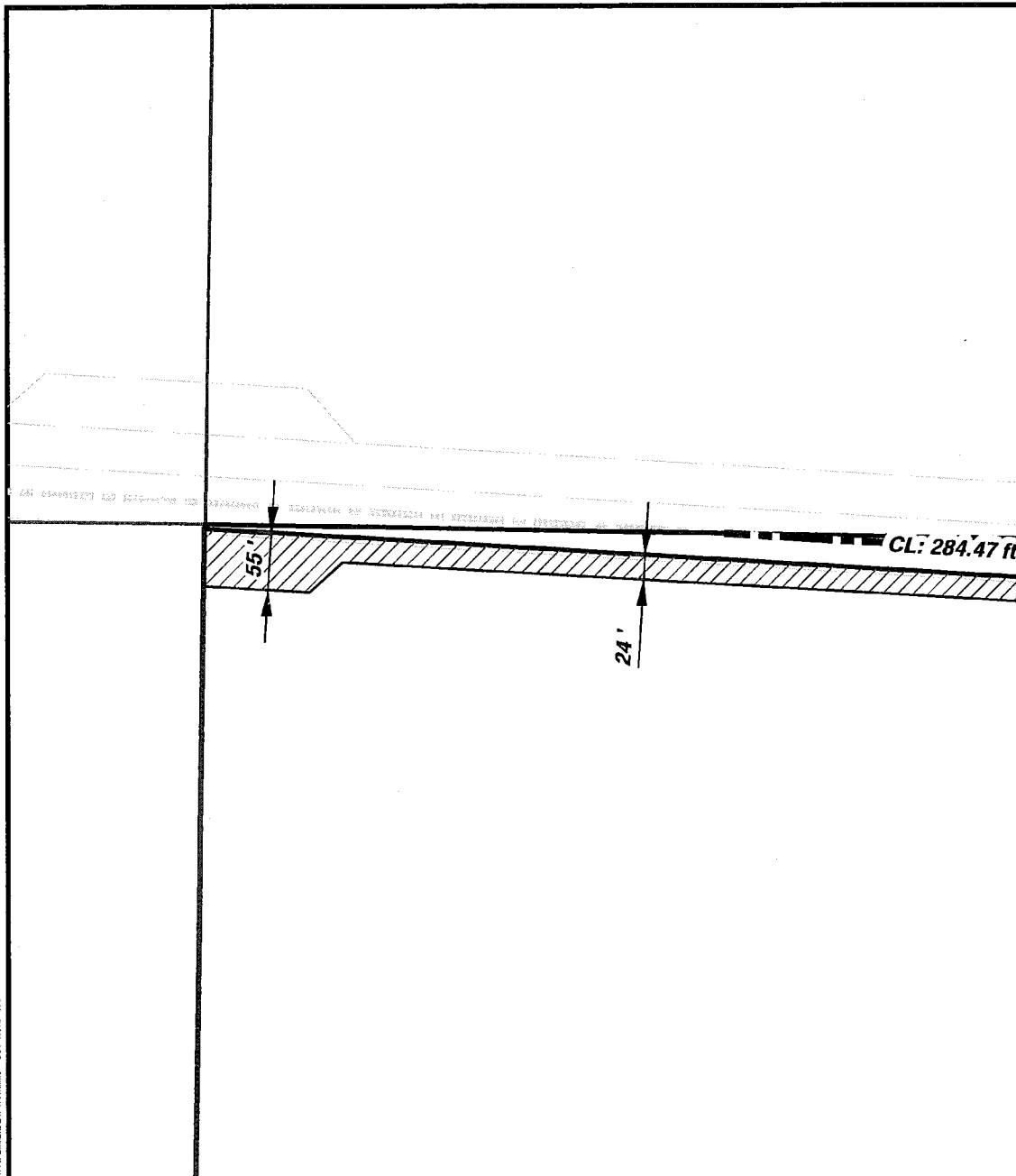
On this 2nd day of March, 2019, personally appeared Tony D'ce,
proven to me to be the Authorized Signatory of Pacific Connector Gas Pipeline, LP, acting through
its general partner, Pacific Connector Gas Pipeline, LLC, and acknowledged that she/he signed the
forgoing instrument on behalf of and by authority of said entity and that the instrument is said entity's
voluntary act and deed for the uses and purposes mentioned therein.

Before me:



Madeleine Wilkins

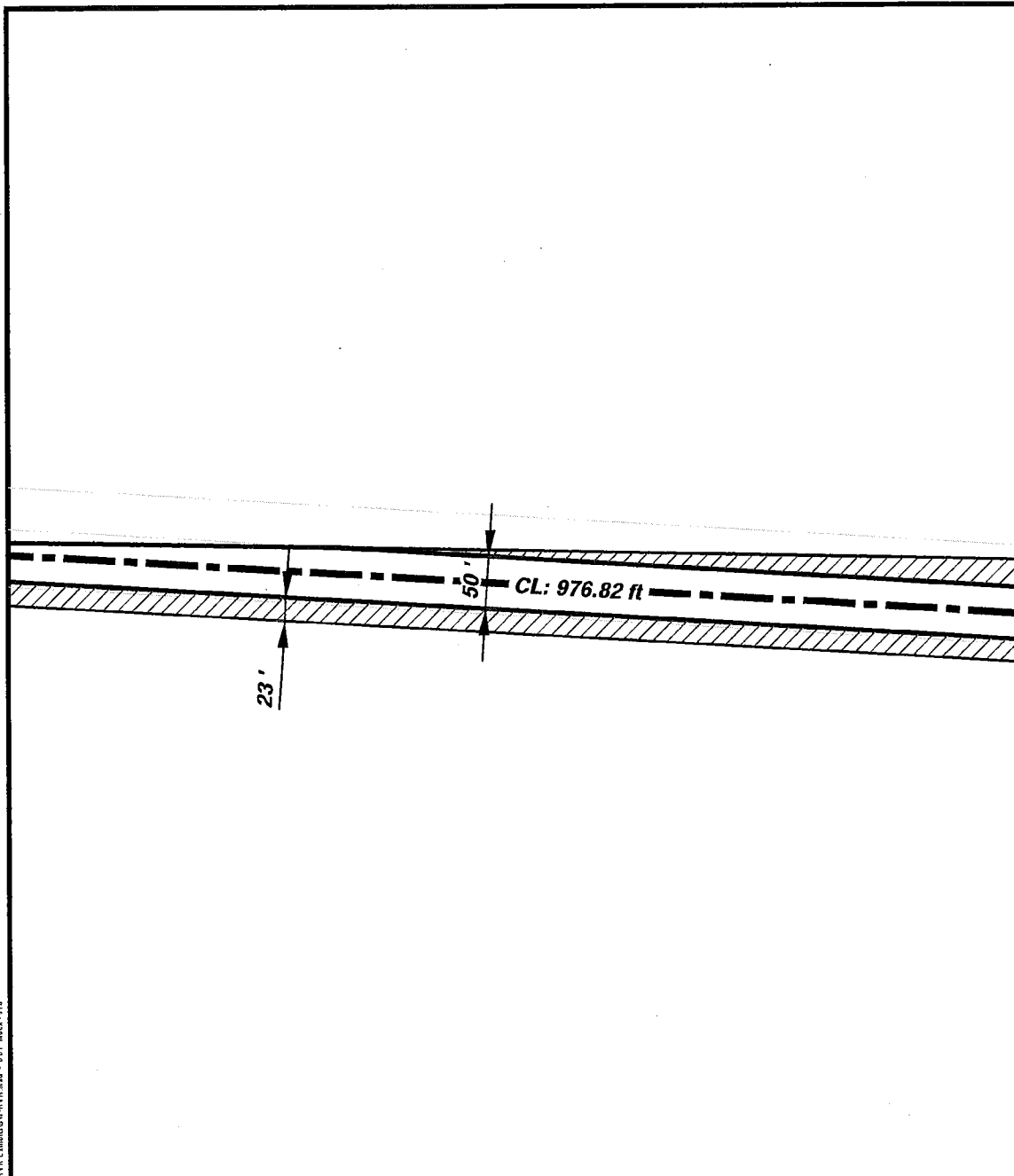
Notary Public in and for the State of Texas
My Commission Expires: August 30, 2020



Length of Pipeline this Tract: 2085.78 ft		REV 3	REVISED DATE: 3/12/2019	EXHIBIT "A" PACIFIC CONNECTOR GAS PIPELINE, LP		
Legend		PROPERTY EXHIBIT BROWN, DANIEL ALVIN and SARABETH R. APN: R773979, R773988				
	Proposed Pipeline	M.P. 219.84 TO M.P. 219.33 T-40 S, R-11 E Sec 27 KLAMATH COUNTY, OREGON				
	Permanent Easement = 104,076.136 ft ² 2.389 ac.	TRACT: KH-800.000 KH-800.000-A (KH-803.000)				
	Temporary Extra Work Area = 102,000.284 ft ² 2.342 ac.					
	Uncleared Storage Area = 0.000 ft ² 0.000 ac.					
	Property Line					

DWG: 3430.33-X-KH-800.000 (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.

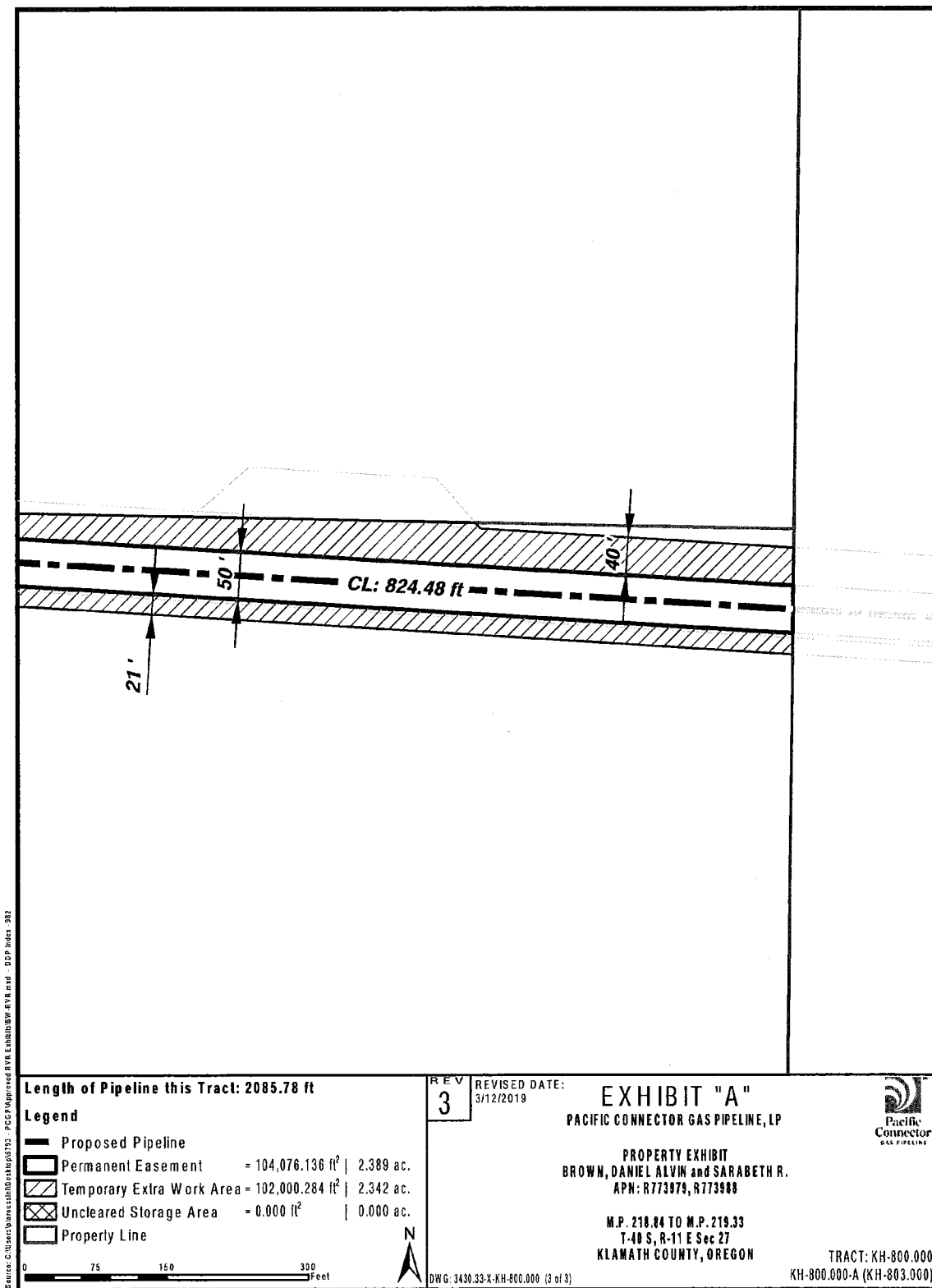


Source: C:\Users\jburress\OneDrive\Documents\312 - PGP\Approved RVR Embankment RVR.mxd - DDP Index - 312

Length of Pipeline this Tract: 2085.78 ft		REV 3	REVISED DATE: 3/12/2019	EXHIBIT "A" PACIFIC CONNECTOR GAS PIPELINE, LP	
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Temporary Extra Work Area = 102,000.284 ft ² 2.342 ac.	Uncleared Storage Area = 0.000 ft ² 0.000 ac.	TRACT: KH-800.000 KH-800.000-A (KH-803.000)			

DWG: 3430.33-X-KH-800.000 (2 of 3)

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EXHIBIT B

KH-800.000

KH-800.000-A (KH-803.000)

The S½ of the N½ of the NW¼ of Section 27, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING THEREFROM; any portion lying within the right of way of Pope Road.

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. During construction of the pipeline, Grantee agrees to install a minimum depth of five (5) feet of cover and to install in-trench noise dampening material adjacent to Grantor's residence. If further noise mitigation is deemed necessary by the Grantor after start of operation of the pipeline, Grantee will install further landscape barriers including dirt berm and/or vegetation cover between Grantee's pipeline and Grantor's residence as mutually agreed by the parties.
7. Prior to construction, Grantee agrees to perform an ambient sound study at Grantor's residence, which is located approximately 250-feet south of the proposed Facilities. If requested by Grantor, a second ambient sound study will be performed at the same location post construction and prior to start of pipeline operations.

After the start of pipeline operations, if an appreciable increase in ambient noise level such as 5 to 10 dB is observed at Grantor's residence, Grantee agrees to assess the observed change in noise level to determine if the noise is emanating from Grantee's Facilities and, if so, to offer mutually agreeable mitigation measures to address the increase in ambient noise from Grantee's Facilities. Mutually agreeable mitigation measures could include compensation for an earthen berm and/or landscaping with trees or shrubs to provide a sound screen between the Facilities and the Grantor's residence until the recorded noise is within 5 to 10 dB of the initial ambient measure."