

2019-007635

Klamath County, Oregon

07/08/2019 12:35:01 PM

Fee: \$132.00

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)

PAMELA L. HANTZMON, SUCCESSOR TRUSTEE OF THE LEE D. REDDINGTON AND BEULAH E.
REDDINGTON REVOCABLE LIVING TRUST UAD 08-08-96

GRANTEE(S)

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

Legal Description

THOSE CERTAIN PARCELS OF LAND LYING IN SECTION 18, TOWNSHIP 40 SOUTH, RANGE 10 EAST,
WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON AND BEING MORE PARTICULARLY DESCRIBED
IN THE ATTACHED EXHIBIT B.

Assessor's Property Tax Parcel/Account Number

R98423, R98405 & R808674

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is entered into this 7th day of June, 2019 ("Effective Date"), by and among PAMELA L. HANTZMON, Successor Trustee of THE LEE D. REDDINGTON and BEULAH E. REDDINGTON REVOCABLE LIVING TRUST uad 08-08-96, whose address is 7633 Booth 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 7th day of June, 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 7th day of June, 2019.

GRANTOR:

**THE LEE D. REDDINGTON AND BEULAH E. REDDINGTON
REVOCABLE LIVING TRUST (Under Agreement dated August 8, 1996)**

By: Pamela L. Hantzmon

PAMELA L. HANTZMON, Successor Trustee of THE LEE D. REDDINGTON and
BEULAH E. REDDINGTON REVOCABLE LIVING TRUST uad 08-08-96

GRANTEE:

Pacific Connector Gas Pipeline, LP
by its General Partner, Pacific Connector Gas Pipeline, LLC

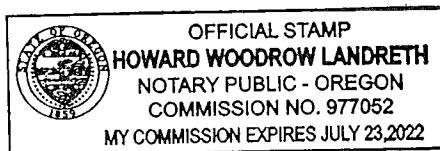
Tony Diolee
Tony Diolee, Authorized Signatory

ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF Klamath) ss.

On this 17th day of June, 2019, personally appeared Pamela L. HARTZMAN
proven to me to be the Successor Trustee of Beniah E. Reddington Rev. 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:



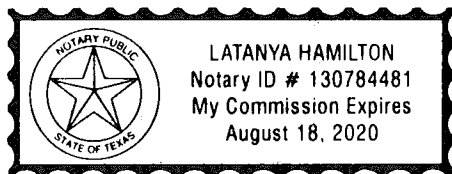
Howard Woodrow Landreth
Notary Public in and for the State of Oregon
My Commission Expires: 7/23/2022

ACKNOWLEDGMENT

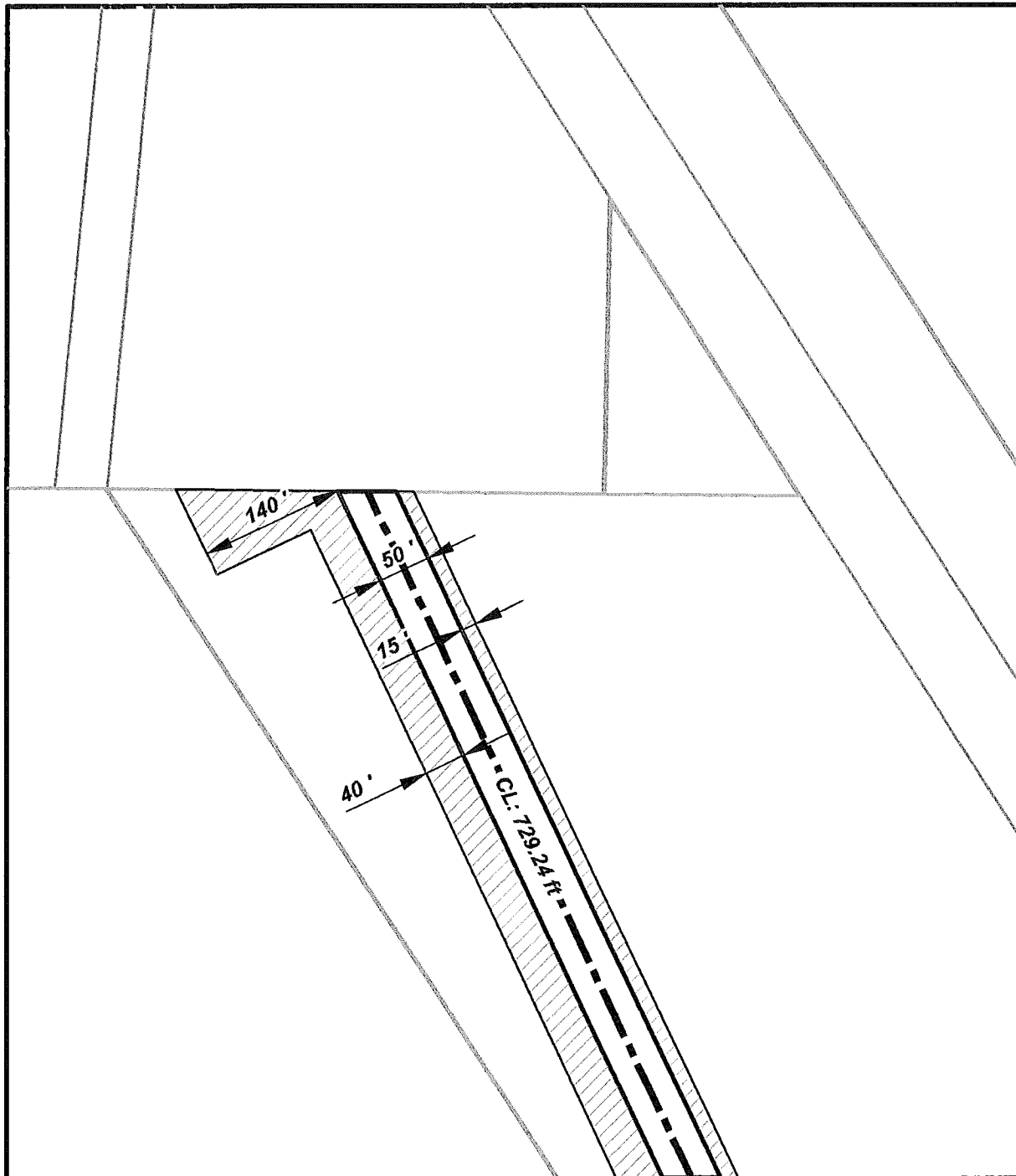
STATE OF TEXAS)
COUNTY OF Harris) ss.

On this 21st day of June, 2019, personally appeared Tony Diocee
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



Length of Pipeline this Tract: 1573.17 ft

Legend

- Proposed Pipeline
- Permanent Easement = 78,658.491 ft² | 1.806 ac.
- Temporary Extra Work Area = 142,655.341 ft² | 3.275 ac.
- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line

0 75 150 300 Feet



REV
4

REVISED DATE:
12/12/2018

EXHIBIT "A"

PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT
BEULAH E. REDDINGTON REVOCABLE SURVIVOR TRUST, et al
APN: R98423

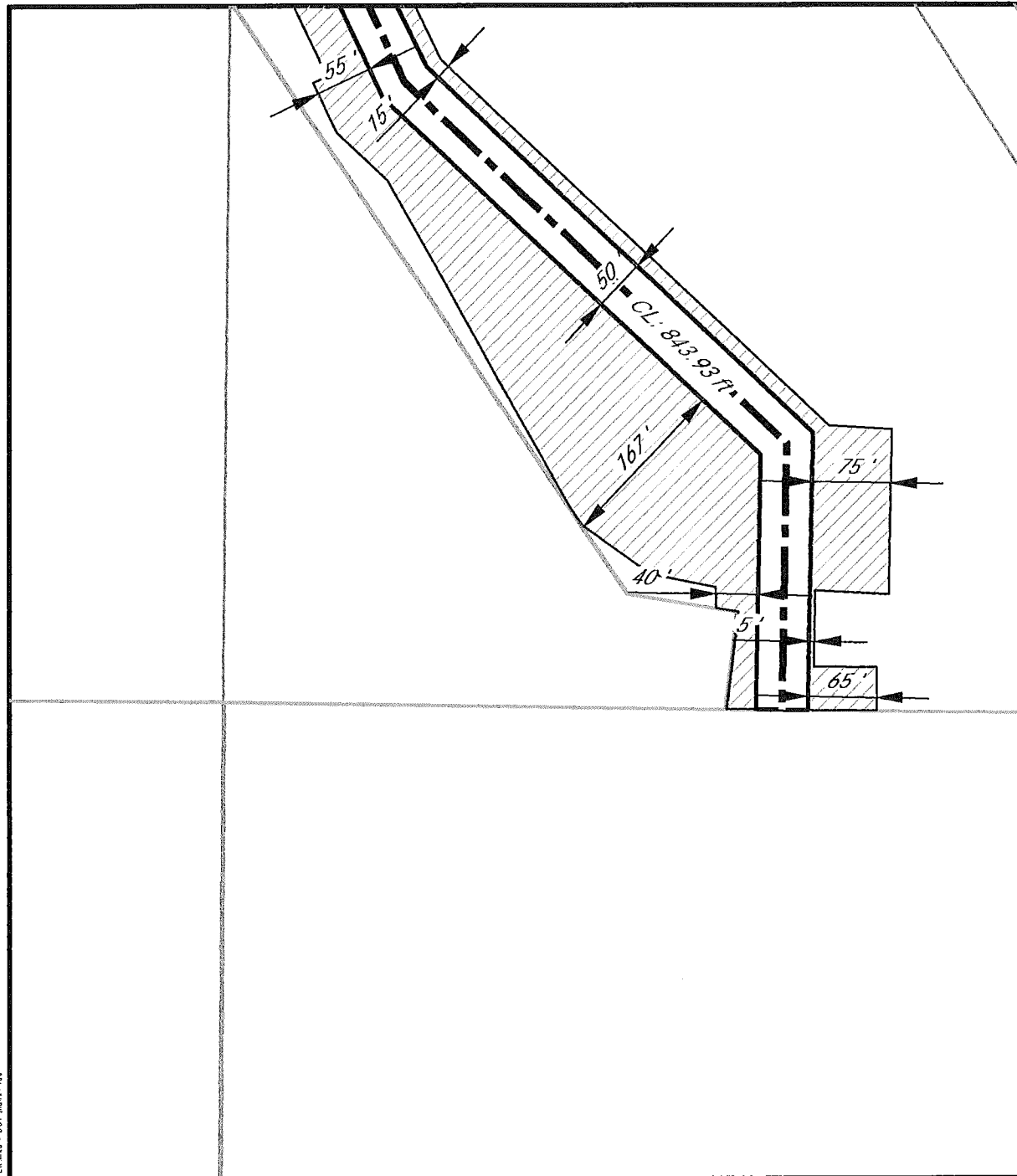
N.P. 287.70 TO N.P. 208.00
T-40 S, R-10 E Sec 18
KLAMATH COUNTY, OREGON

DWG: 3130.33.X-KH-725.000 (1 of 2)

TRACT: KH-725.000



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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- Property Line

0 75 150 300 Feet



REV
4

REVISED DATE:
12/12/2018

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP



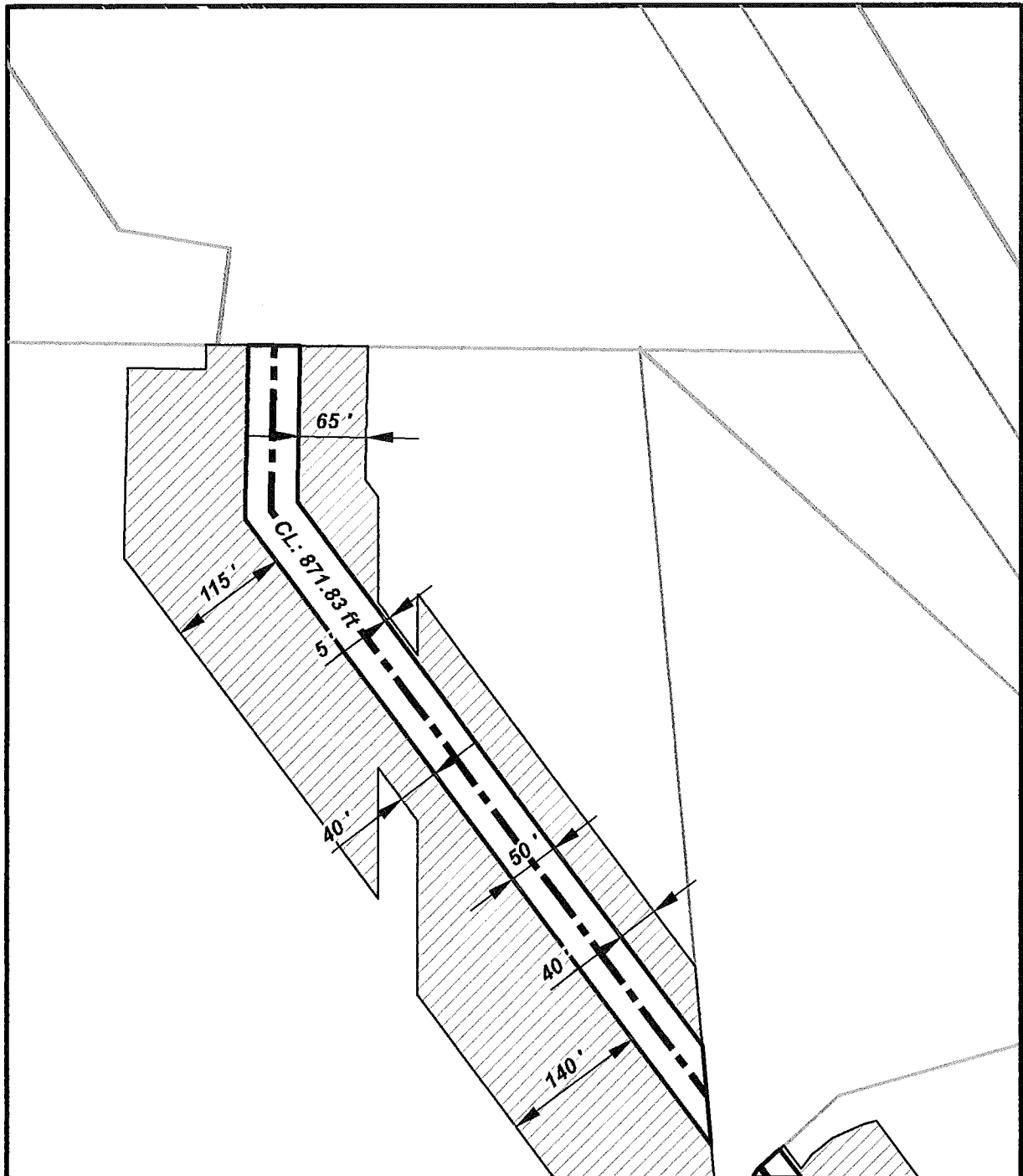
PROPERTY EXHIBIT
BEULAH E. REDDINGTON REVOCABLE SURVIVOR TRUST, et al
APN: R98423

N.P. 207.70 TO N.P. 208.00
T-40 S, R-10 E Sec 18
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-725.000 (2 of 2)

TRACT: KH-725.000

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.



Length of Pipeline this Tract: 1389.56 ft

Legend

- Proposed Pipeline
- Permanent Easement = 69,394.842 ft² | 1.593 ac.
- Temporary Extra Work Area = 239,679.451 ft² | 5.502 ac.
- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line

0 75 150 300 Feet



REV
4

REVISED DATE:
12/12/2018

EXHIBIT "A"

PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT
BEULAH E. REDDINGTON REVOCABLE SURVIVOR TRUST, et al
APN: R98495

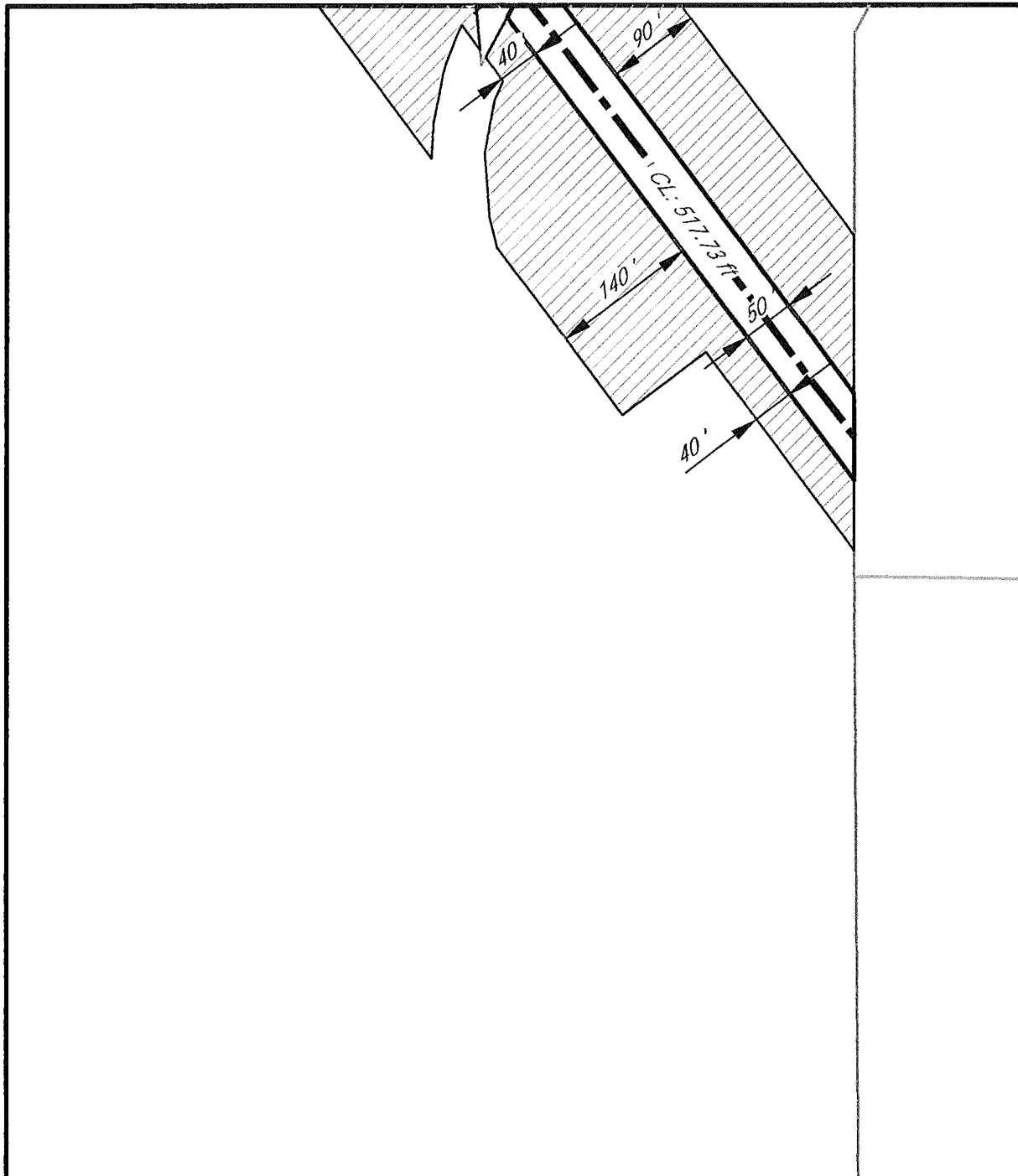
N.P. 208.00 TO N.P. 208.28
T-40 S, R-10 E Sec 18
KLAMATH COUNTY, OREGON

DWG: 3130.33-X-KH-726.000 (1 of 2)

TRACT: KH-726.000



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.



Length of Pipeline this Tract: 1389.56 ft

Legend

- Proposed Pipeline
- Permanent Easement = 69,394.842 ft² | 1.593 ac.
- Temporary Extra Work Area = 239,679.451 ft² | 5.502 ac.
- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line

0 75 150 300 Feet



REV
4

REVISED DATE:
12/12/2018

EXHIBIT "A"

PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT
BEULAH E. REDDINGTON REVOCABLE SURVIVOR TRUST, et al
APN: R38405

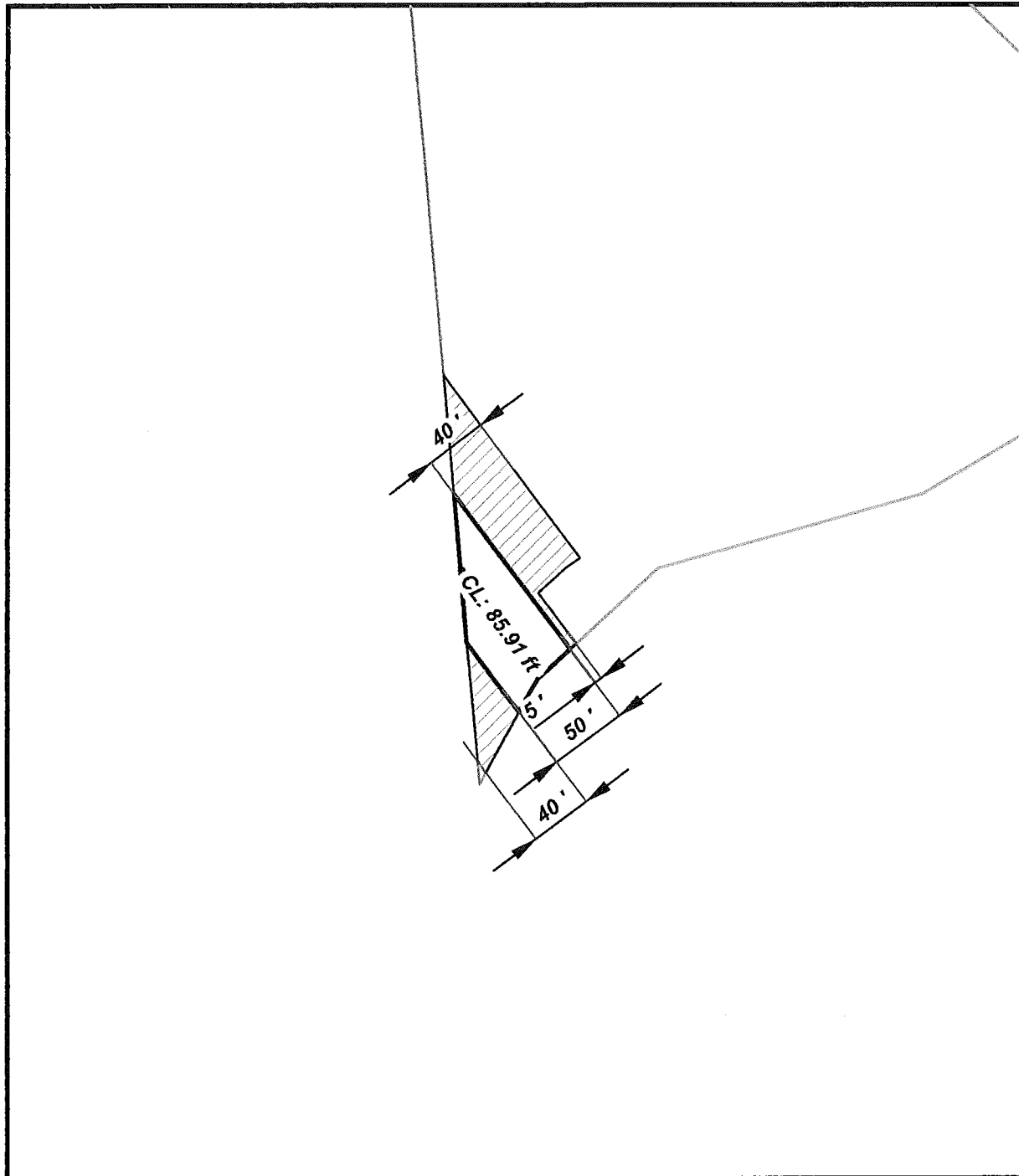
N.P. 208.00 TO N.P. 208.28
T-40 S, R-10 E Sec 18
KLAMATH COUNTY, OREGON

OWG: 3130.33-X-KH-726.000 (2 of 2)

TRACT: KH-726.000



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.



Length of Pipeline this Tract: 85.91 ft

Legend

- Proposed Pipeline
- Permanent Easement = 4,378.957 ft² | 0.101 ac.
- Temporary Extra Work Area = 6,055.525 ft² | 0.139 ac.
- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line

0 50 100 200 Feet

N

REV 4

REVISED DATE: 12/12/2018

EXHIBIT "A"

PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT

BEULAH E. REDDINGTON REVOCABLE SURVIVOR TRUST, et al

APN: R808674

W.P. 208.16 TO W.P. 208.18

T-40 S, R-10 E Sec 18

KLAMATH COUNTY, OREGON

BWG: 3430.33-X-KH-727.000 (1 of 1)

TRACT: KH-727.000

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.

Source: P:\9008_PacificConnector\9008\Drawings\DISCLAIMER.dwg - D:\P\9008-903

EXHIBIT B

KH-725.000

Parcel #1

The NW¼ NW¼ of Section 18 lying Northeasterly of the drain ditch as now located across said premises. The NE¼ NW¼ of Section 18, lying Southwesterly of the South Pacific Railway right of way. EXCEPTING THEREFROM that portion conveyed to Thomas F. O'Brien by Deed recorded in Deed Volume 264 at Page 554, Deed Records Klamath County, Oregon, in Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

KH-726.000

The NE¼ SW¼ of Section 18, lying Northerly of the #5 Drain as now located across said premises. The SE¼ NW¼ of Section 18, lying Southwesterly of the Southern Pacific Railway Right of Way in Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

KH-727.000

A parcel of land situated in the NW¼ of Section 18, Township 40 South, Range 10 East, W.M., Klamath County, Oregon being more particularly described as follows:

Beginning at a 3/4" iron pipe on the westerly right of way line of the 5-A Drain, from which the southeast corner of said Section 18 bears S 38 degrees 22' 29" E, 5079.40 feet; thence southerly along said right of way line following courses and distances: S 48 degrees 26' 04" E, 513.80 feet; S 46 degrees 18' 37" E, 121.62 feet; S 23 degrees 44' 51" E, 80.50 feet; S 15 degrees 49' 15" W, 38.89 feet; S 33 degrees 16' 40" W, 43.00 feet; S 51 degrees 20' 25" W, 68.17 feet; thence continuing along said right of way line and the extension thereof S 73 degrees 46' 32" W, 434.67 feet to a 3/4" iron pipe; thence North, 735.99 feet to the point of beginning, containing 5.00 acres more or less.

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.