

2017-000259

Klamath County, Oregon

01/11/2017 12:25:30 PM

Fee: \$82.00

**RECORDING COVER SHEET (Please Print or Type)**

The information on this sheet is a reflection of the attached instrument for the purpose of meeting first page recording requirements, ORS 205.234.

If this cover page is included with your document, please add \$5.00 to the total recording fees.

**AFTER RECORDING RETURN TO:**

Pacific Connector Gas Pipeline

3709 Citation Way, Suite 102

Medford, OR 97504

**AA**  
**Assured Title**  
WAS REQUESTED TO  
RECORD THIS INSTRUMENT AS  
AN ACCOMMODATION. IT HAS NOT  
BEEN EXAMINED FOR SUFFICIENCY  
ON ITS EFFECT UPON THE TITLE.

**1) TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)**

Temporary Construction Easement Agreement

**2) DIRECT PARTY / GRANTOR(S) ORS 205.125(1)(b) and 205.160**

Donald Crawford and Linda A. Crawford, Husband and Wife

4128 Sheep Mountain

Mcdoel, CA 96058

**3) INDIRECT PARTY / GRANTEE(S) ORS 205.125(1)(a) and 205.160**

Pacific Connector Gas Pipeline, LP

1615 Kirby Drive, Suite 500

Houston, TX 77005

**4) TRUE AND ACTUAL CONSIDERATION**

ORS 93.030(5) – Amount in dollars or other

\$ \_\_\_\_\_ ☐ Other

**5) SEND TAX STATEMENTS TO:**

No Change

**6) SATISFACTION of ORDER or WARRANT**

ORS 205.125(1)(e)

CHECK ONE: ☐ FULL  
(If applicable) ☐ PARTIAL

**7) The amount of the monetary obligation imposed by the order or warrant. ORS 205.125(1)(c)**

\$ \_\_\_\_\_

**8) If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244: "RERECORDED TO CORRECT \_\_\_\_\_**

PREVIOUSLY RECORDED IN  
BOOK \_\_\_\_\_ AND PAGE \_\_\_\_\_, OR AS FEE NUMBER \_\_\_\_\_."

CRK1700Z

**RETURN ADDRESS**

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

**DOCUMENT TITLE(S):** TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

**Reference Number(s) of related documents**

**GRANTOR(S)**

DONALD CRAWFORD AND LINDA A. CRAWFORD, HUSBAND AND WIFE

**GRANTEE(S)**

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

**Legal Description**

THAT CERTAIN PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE FULLY DESCRIBED ON THE ATTACHED EXHIBIT B.

**Assessor's Property Tax Parcel/Account Number**

R581409

**A**  
**Assessor Title** WAS REQUESTED TO  
RECORD THIS INSTRUMENT AS  
AN ACCOMMODATION. IT HAS NOT  
BEEN EXAMINED FOR SUFFICIENCY  
OR ITS EFFECT UPON THE TITLE.

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is entered into this 17th day of December, 2016 ("Effective Date"), by and among Donald Crawford and Linda A. Crawford, husband and wife, whose address is 4128 Sheep Mountain, Macdoel, CA 96058 ("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 12-17-2016 ("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 construction workspace ("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 17<sup>th</sup> day of December, 20 16

GRANTOR:

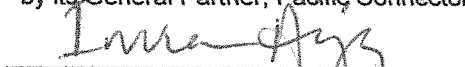
  
Donald Crawford

GRANTOR:

  
Linda A. Crawford

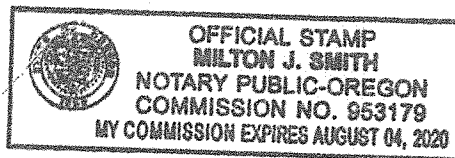
GRANTEE:

**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 17<sup>th</sup> day of December, 2016, personally appeared Donald Crawford, 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.

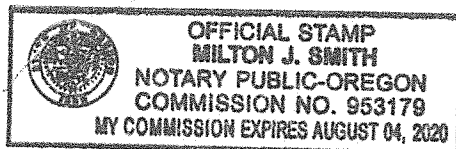
Before me:

  
\_\_\_\_\_

Notary Public in and for the State of Oregon  
My Commission Expires: 8-4-2016

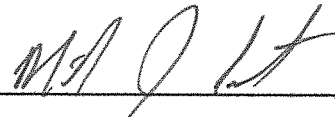
ACKNOWLEDGMENT

STATE OF OREGON )  
COUNTY OF Klamath ) ss.



On this 17<sup>th</sup> day of December, 2016, personally appeared Linda A Crawford, 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:

  
\_\_\_\_\_

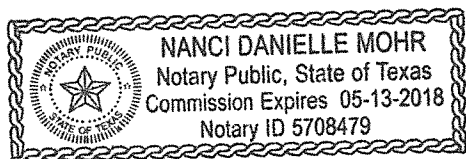
Notary Public in and for the State of Oregon  
My Commission Expires: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF TEXAS )  
COUNTY OF Harris ) ss.

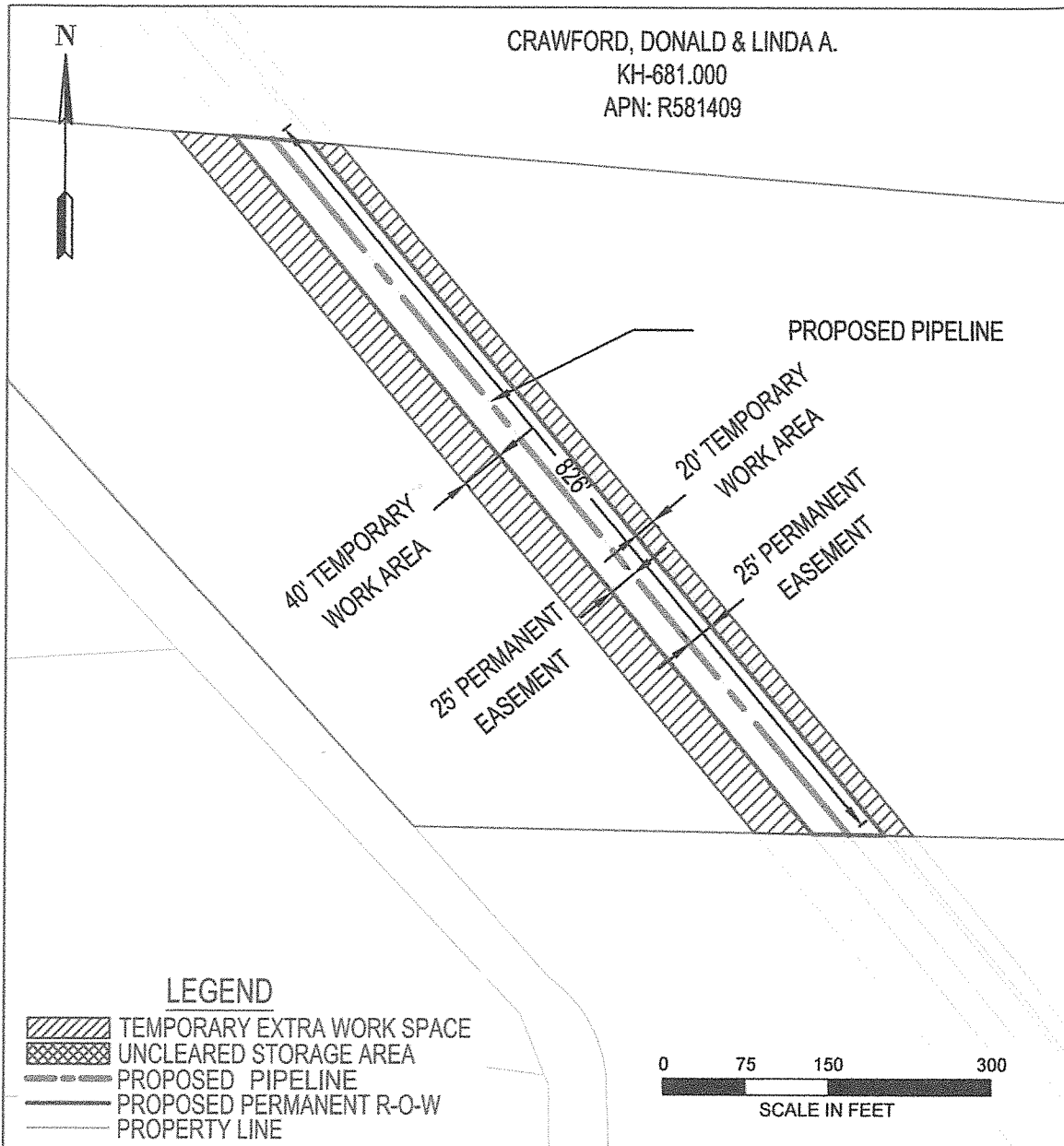
On this 6th day of January, 2019, personally appeared Imman Aizaga,  
proven to me to be the VP, Financial Planning of Pacific Connector Gas Pipeline, LP, acting through  
its general partner, Pacific Connector Gas Pipeline, LLC, and acknowledged that she/he signed the  
forgoing instrument on behalf 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:



Nanci D. Mohr

Notary Public in and for the State of Texas  
My Commission Expires: 05/13/18



AREA TOTALS			REV 0	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	41295.26	0.948	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL Crawford, Donald + Linda A. M.P. 201.13 TO M.P. 201.29 T-39 S, R-9 E, S-21 KLAMATH COUNTY, OREGON		
TEMP. EXTRA WORK AREA:	49677.74	1.14			
UNCLEARED STORAGE AREA:	0.00	0.00			
DRAWN: KDS DATE: 06-03-2015			DRAWING NO: 3430.33-X-KH-681.000		
CHECK: GMP DATE: 06-05-2015					
APPRV: BAB DATE: 12-22-2015					

## EXHIBIT B

A tract of land situated in the SW1/4 of Section 21, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the West line of said SW1/4, said point being North 00 degrees 08' 31" East 1517.47 feet from the Southwest corner of said Section 21; thence South 86 degrees 28' 34" East 1689.90 feet to the Westerly right of way line of the U.S.B.R. 1-N Drain; thence Southerly along said Westerly right of way line, South 26 degrees 36' East 78.00 feet and South 04 degrees 04' East 481.48 feet to the Northeast corner of property in Deed Volume M78, page 18543, Microfilm Records of Klamath County, Oregon, thence West, along the North line of said Deed Volume, 1191.46 feet to the Easterly right of way line of the Klamath Irrigation District C-4-E Lateral; thence Northerly along said Easterly lateral right of way line, North 43 degrees 05' West 725.11 feet, along the arc of a curve to the left (radius = 597.96 feet, central angle = 06 degrees 00') 62.62 feet, North 49 degrees 05' West 31.87 feet to the West line of the SW1/4 of said Section 21; thence North 00 degrees 08' 31" East 60.00 feet to the point of beginning.

EXCEPTING THEREFROM any portion lying within the right of way of Midland State Highway No. 420.



## 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 compensated Grantor for spraying invasive weeds and for three years of future crop loss (Alfalfa) upon completion of construction activities.
7. Grantor reserves the right to cross the pipeline ROW with roads and/or other utility lines provided that all such crossings are made with the prior written consent of the Grantee and subject to the Company's safety and encroachment standards.
8. Grantee will protect and/or restore all irrigation lines damaged by the construction of the pipeline and shall be repaired in a good and workmanlike manner.