

**2018-014332**

**Klamath County, Oregon**

11/28/2018 10:10:01 AM

Fee: \$127.00

**RETURN ADDRESS**

PACIFIC CONNECTOR GAS PIPELINE, LLC  
111 SW 5<sup>TH</sup> AVE, SUITE 1100  
PORTLAND, OR 97204

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

**REFERENCE NUMBERS(S) OF RELATED DOCUMENTS**

**GRANTOR(S)**

JACK R. PLATT AND MARILYN J. PLATT, TRUSTEES, UNDER THE PLATT LIVING TRUST, DATED NOVEMBER 3, 2004 AND ANY AMENDMENTS THERETO

**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 BEING MORE FULLY DESCRIBED IN THE ATTACHED EXHIBIT B.

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

R98343; R98325

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("**Agreement**") is entered into this 23 day of OCTOBER, 2018 ("**Effective Date**"), by and among Jack R. Platt and Marilyn J. Platt, Trustees, under the PLATT LIVING TRUST, dated November 3, 2004 and any amendment thereto, whose address is 11070 Oak Hill Rd., Independence, OR 97351 ("**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 OCTOBER, 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 23 day of OCTOBER, 2018.

**GRANTOR:**

**PLATT LIVING TRUST, DATED  
NOVEMBER 3, 2004 and any  
amendment thereto**

By: Jack R. Platt  
Jack R. Platt, Trustee

**GRANTOR:**

**PLATT LIVING TRUST, DATED  
NOVEMBER 3, 2004 and any  
amendment thereto**

By: Marilyn J. Platt  
Marilyn J. Platt, Trustee

**GRANTEE:**

**PACIFIC CONNECTOR GAS PIPELINE, LP**  
by its general partner, Pacific Connector  
Gas Pipeline, LLC

By: Tony Diocce  
Tony Diocce, Authorized Signatory

ACKNOWLEDGMENT

STATE OF OREGON )  
 ) ss.  
COUNTY OF POLK )

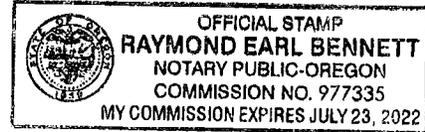
On this 23 day of OCTOBER, 2018, personally appeared JACK R. PLATT,  
proven to me to be the TRUSTEE of THE PLATT LIVING TRUST,  
and acknowledged that she/he signed the forgoing instrument on behalf of and by authority of said entity  
and that the instrument is said entity's voluntary act and deed for the uses and purposes mentioned  
therein.

Before me:

Raymond Earl Bennett

Notary Public in and for the State of Oregon  
My Commission Expires: 7-23-2022

ACKNOWLEDGMENT



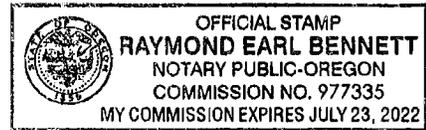
STATE OF OREGON )  
 ) ss.  
COUNTY OF POLK )

On this 23 day of OCTOBER, 2018, personally appeared MARILYN J. PLATT,  
proven to me to be the TRUSTEE of THE PLATT 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:

Raymond Earl Bennett

Notary Public in and for the State of Oregon  
My Commission Expires: 7-23-2022

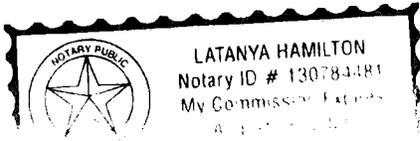


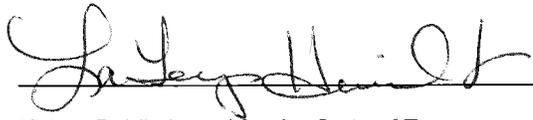
ACKNOWLEDGMENT

STATE OF TEXAS )  
 ) ss.  
COUNTY OF HARRIS )

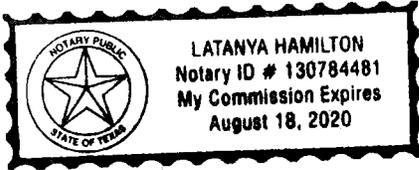
On this 8<sup>th</sup> day of November, 2018, personally appeared Tony Diaee, proven to me to be the Authorized Signatory of Pacific Connector Gas Pipeline, LP, acting through its general partner, Pacific Connector Gas Pipeline, LLC, and acknowledged that she/he signed the forgoing instrument on behalf 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.

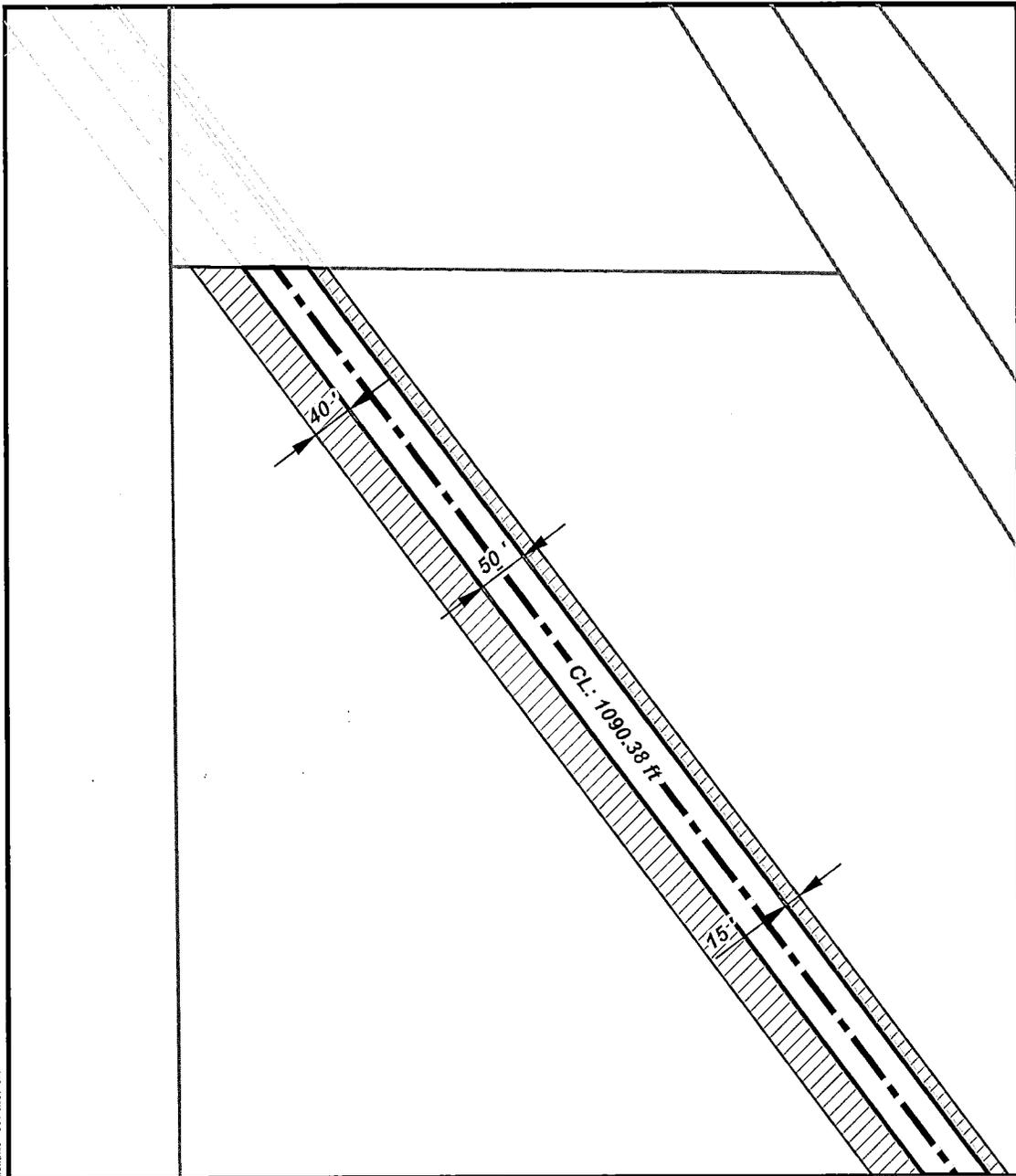
Before me:



  
\_\_\_\_\_

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





Length of Pipeline this Tract: 1679.39 ft

**Legend**

	Proposed Pipeline		
	Permanent Easement	= 83,969.814 ft <sup>2</sup>	1.928 ac.
	Temporary Extra Work Area	= 92,368.649 ft <sup>2</sup>	2.120 ac.
	Uncleared Storage Area	= 0.000 ft <sup>2</sup>	0.000 ac.
	Property Line		

REV 2  
 REVISED DATE:  
 9/18/2018

**EXHIBIT "A"**  
 PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT  
 PLATT LIVING TRUST  
 APN: R98343

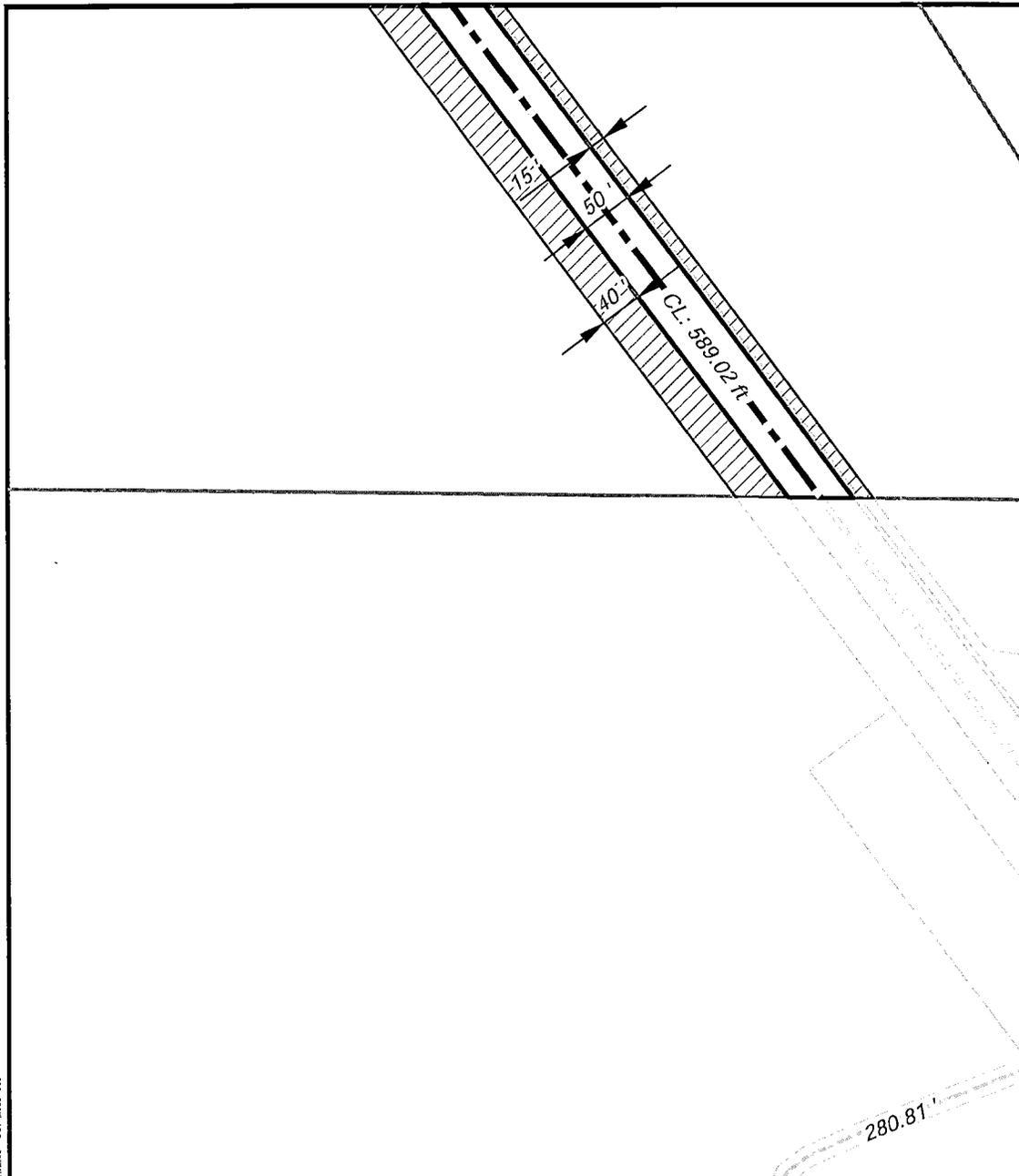
M.P. 208.31 TO M.P. 208.63  
 T-40 S, R-10 E Sec 18  
 KLAMATH COUNTY, OREGON



DWG: 3430-33-X-KH-730.000 (1 of 2)

TRACT: KH-730.000

**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:\P\CCP\_P\CL\GIS\Map\MapData\DISCLAIMER.mxd - DDP Area - 306

Length of Pipeline this Tract: 1679.39 ft

**Legend**

- Proposed Pipeline
- Permanent Easement = 83,969.814 ft<sup>2</sup> | 1.928 ac.
- Temporary Extra Work Area = 92,368.649 ft<sup>2</sup> | 2.120 ac.
- Uncleared Storage Area = 0.000 ft<sup>2</sup> | 0.000 ac.
- Property Line



REV 2  
 REVISED DATE:  
 9/18/2018  
 DWG: 3430.33-X-KH-730.000 (2 of 2)

**EXHIBIT "A"**  
 PACIFIC CONNECTOR GAS PIPELINE, LP



PROPERTY EXHIBIT  
 PLATT LIVING TRUST  
 APN: R98343  
 M.P. 208.31 TO M.P. 208.63  
 T-40 S, R-10 E Sec 18  
 KLAMATH COUNTY, OREGON

TRACT: KH-730.000

**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-730.000**

That portion of the N $\frac{1}{2}$  of the SE $\frac{1}{4}$  lying West of the State Highway, in Section 18, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

### **KH-731.000**

That portion of the S $\frac{1}{2}$  SE $\frac{1}{4}$  Section 18, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, lying Southerly and Westerly of the Southern Pacific Railroad Right of Way and Northerly and Easterly of the Klamath Irrigation District No. 5 Drain.

## 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.