

**2018-014350**

**Klamath County, Oregon**

11/28/2018 03:47:01 PM

Fee: \$147.00

**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)**

DONALD SCOTT JOHNSTON, TRUSTEE OF THE DONALD SCOTT JOHNSTON REVOCABLE LIVING TRUST

**GRANTEE(S)**

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

**Legal Description**

THAT CERTAIN PARCEL, OR PARCELS OF LAND LYING IN SECTIONS 29, 30 AND 32 ALL IN TOWNSHIP 39 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON AS MORE FULLY DESCRIBED IN THE ATTACHED EXHIBIT B.

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

R498839; R580437; R579939; R492112; R896891

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

**THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement")** is entered into this 29 day of AUGUST, 2018 ("**Effective Date**"), by and among Donald Scott Johnston, Trustee of the Donald Scott Johnston Revocable Living Trust, whose address is 13619 Highway 66, Klamath Falls, Oregon 97601 ("**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 29 day of AUGUST, 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 29 day of AUGUST, 2018.

**GRANTOR:**

**Donald Scott Johnston**  
Revocable Living Trust



By: Donald Scott Johnston, Trustee

**GRANTEE:**

**Pacific Connector Gas Pipeline, LP**  
by its general partner, Pacific Connector Gas Pipeline, LLC

  
Tony Piacce, Authorized Signatory

ACKNOWLEDGMENT

STATE OF OREGON )  
 ) ss.  
COUNTY OF KLAMATH )

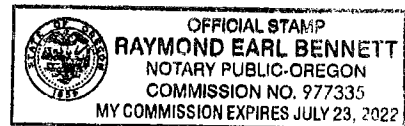
On this 29 day of AUGUST, 2018, personally appeared DONALD SCOTT JOHNSTON, proven to me to be the TRUSTEE of DONALD SCOTT JOHNSTON REV. LIV. TRUST, and acknowledged that she/he signed the forgoing instrument on behalf of and by authority of said entity and that the instrument is said entity's voluntary 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

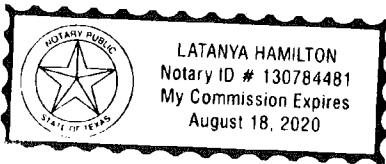


ACKNOWLEDGMENT

STATE OF TEXAS )  
 ) ss.  
COUNTY OF HARRIS )

On this 15<sup>th</sup> day of October, 2018, 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.

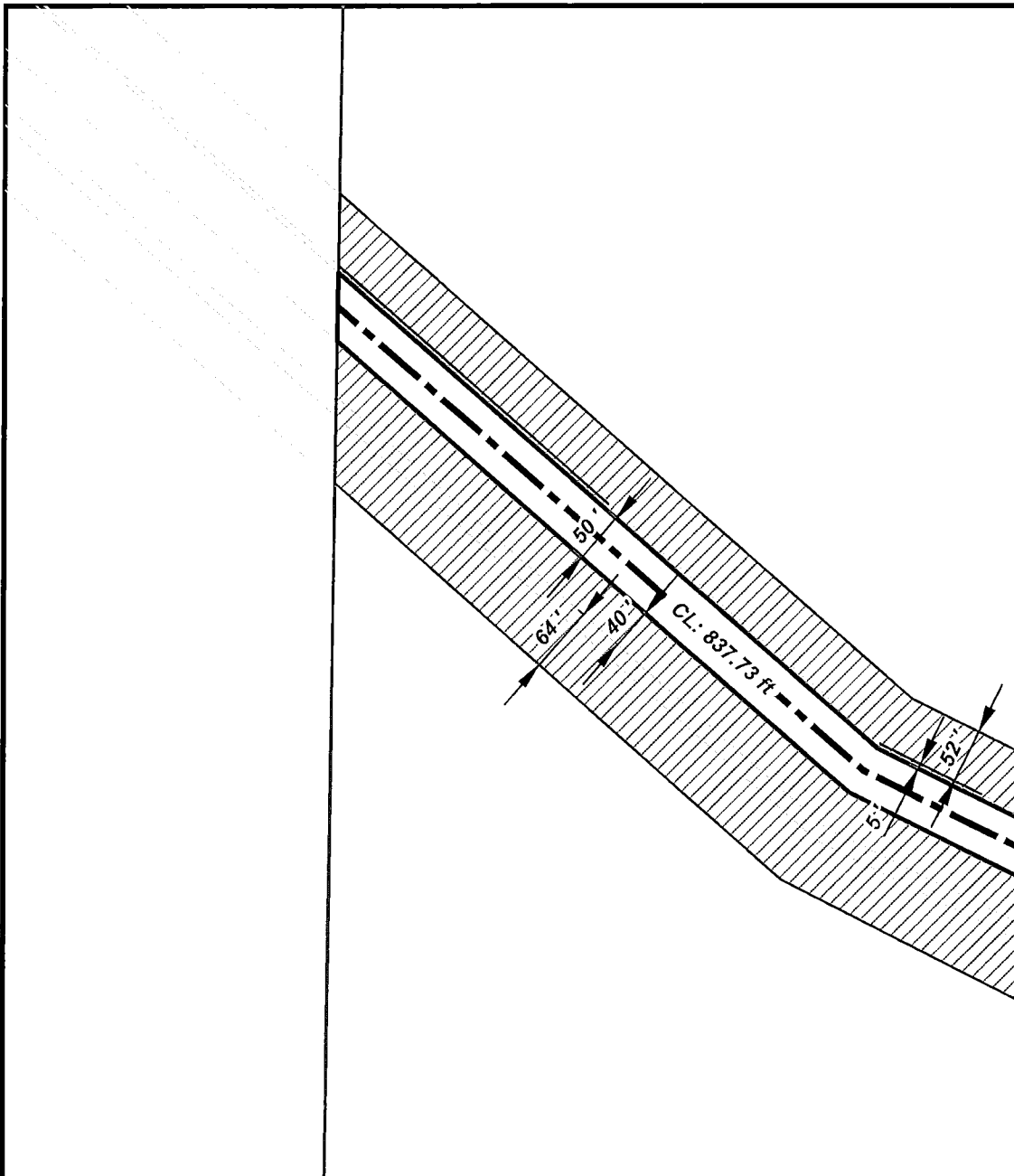
Before me:



La [Signature]

Notary Public in and for the State of Texas

My Commission Expires: August 18, 2020



Length of Pipeline this Tract: 3541.27 ft

#### Legend

	Proposed Pipeline		
	Permanent Easement	= 177,064.746 ft <sup>2</sup>	4.065 ac.
	Temporary Extra Work Area	= 402,304.727 ft <sup>2</sup>	9.236 ac.
	Uncleared Storage Area	= 0.000 ft <sup>2</sup>	0.000 ac.
	Property Line		



REV  
7

REVISED DATE:  
8/24/2018

## EXHIBIT "A"

PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT  
DONALD SCOTT JOHNSTON REVOCABLE LIVING TRUST  
APN: R498839

M.P. 190.35 TO M.P. 191.03  
T-39 S, R-3 E Sec 29  
KLAMATH COUNTY, OREGON

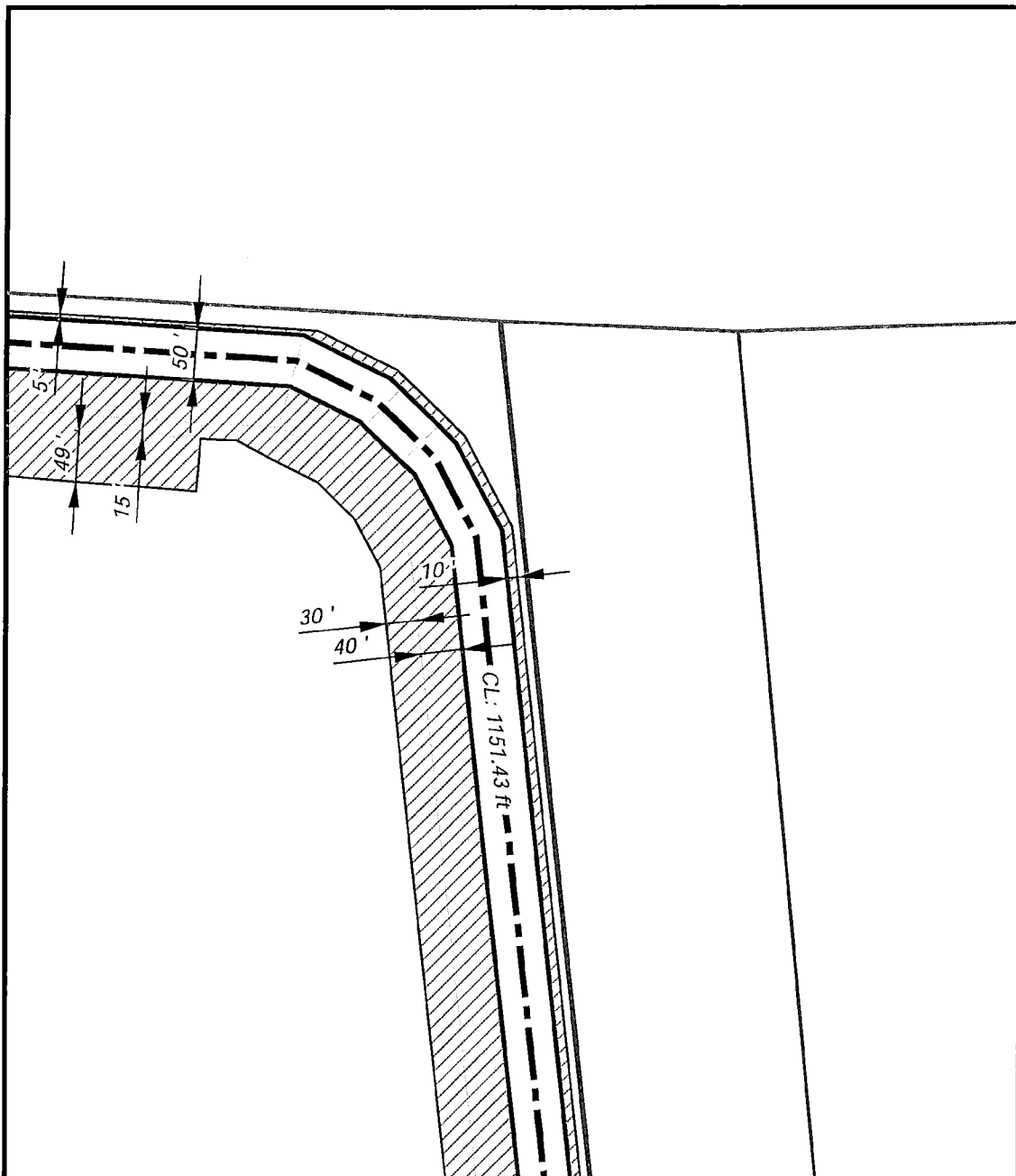


DWG: 3430.33-X-KH-577.013 (1 of 4)

TRACT: KH-577.013

**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: 3541.27 ft

**Legend**

- Proposed Pipeline
- Permanent Easement = 177,064.746 ft<sup>2</sup> | 4.065 ac.
- Temporary Extra Work Area = 402,304.727 ft<sup>2</sup> | 9.236 ac.
- Uncleared Storage Area = 0.000 ft<sup>2</sup> | 0.000 ac.
- Property Line

REV 7 REVISED DATE: 8/24/2018

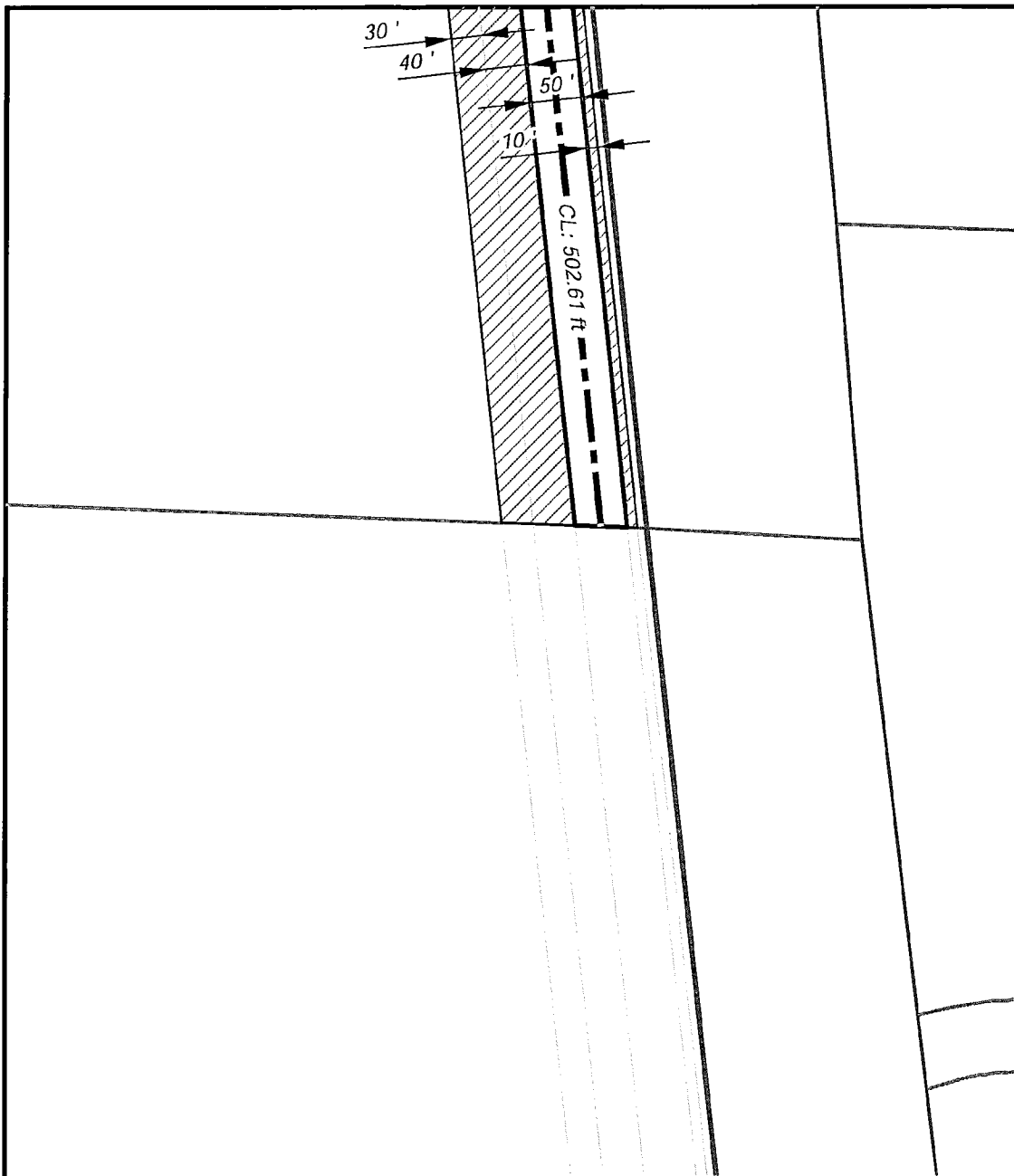
**EXHIBIT "A"**  
 PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT  
 DONALD SCOTT JOHNSTON REVOCABLE LIVING TRUST  
 APN: R498839

M.P. 190.35 TO M.P. 191.03  
 T-39 S, R-8 E Sec 29  
 KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-577.013 (3 of 4) TRACT: KH-577.013

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#### Legend

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- Uncleared Storage Area = 0.000 ft<sup>2</sup> | 0.000 ac.
- Property Line

0 75 150 300 Feet



REV  
7

REVISED DATE:  
8/24/2018

## EXHIBIT "A"

PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT  
DONALD SCOTT JOHNSTON REVOCABLE LIVING TRUST  
APN: R498839

M.P. 190.35 TO M.P. 191.03  
T-39 S, R-8 E Sec 29  
KLAMATH COUNTY, OREGON

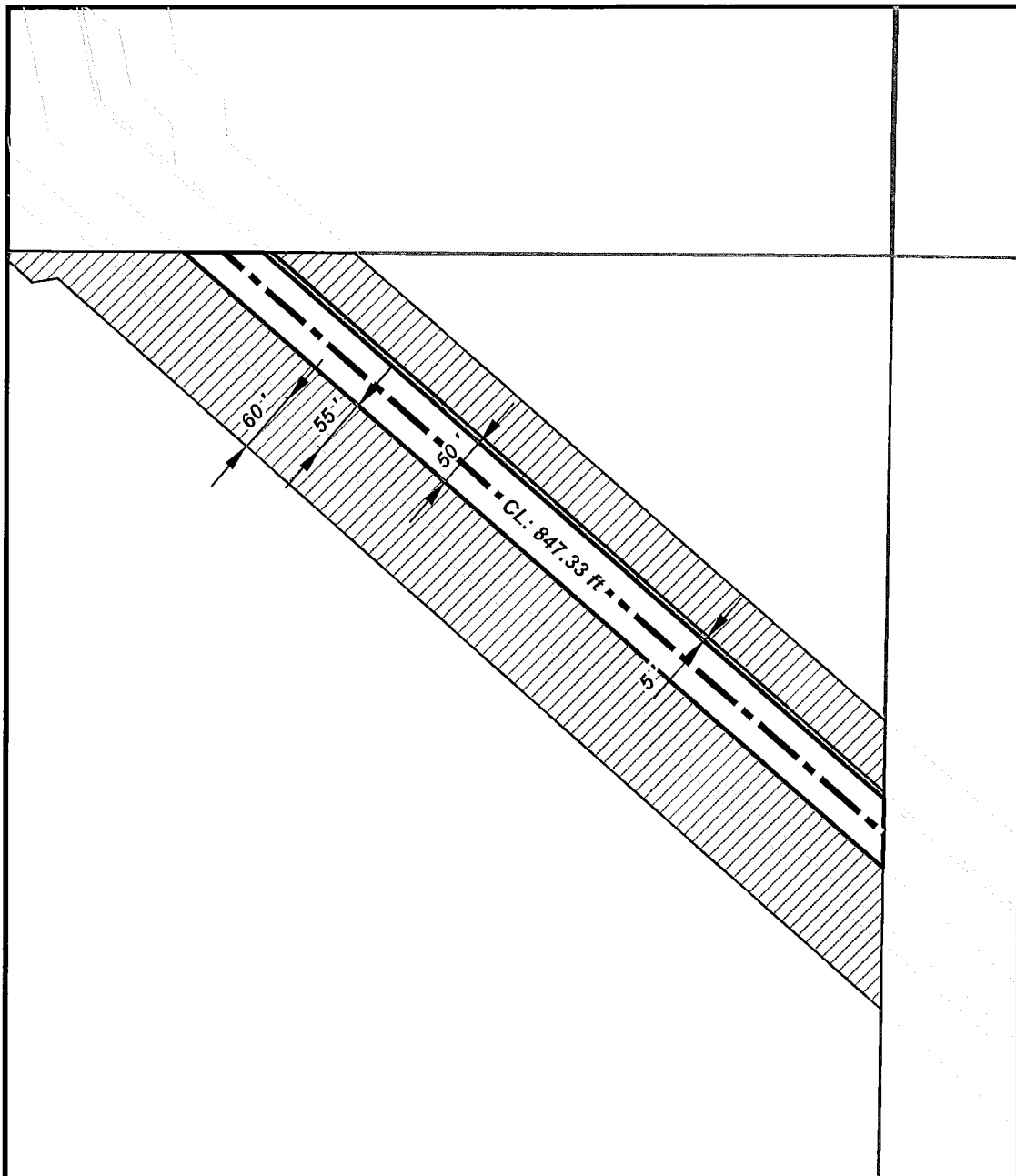


DWG: 3430.33-X-KH-577.013 (4 of 4)

TRACT: KH-577.013

**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: 847.33 ft

**Legend**

- Proposed Pipeline
- Permanent Easement = 42,366.397 ft<sup>2</sup> | 0.973 ac.
- Temporary Extra Work Area = 143,352.023 ft<sup>2</sup> | 3.291 ac.
- Uncleared Storage Area = 0.000 ft<sup>2</sup> | 0.000 ac.
- Property Line

0 75 150 300 Feet



REV  
3

REVISED DATE:  
8/23/2018

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

PROPERTY EXHIBIT  
DONALD SCOTT JOHNSTON REVOCABLE LIVING TRUST  
APN: R492112 R579939

M.P. 190.19 TO M.P. 190.35  
T-39 S, R-8 E Sec 30  
KLAMATH COUNTY, OREGON

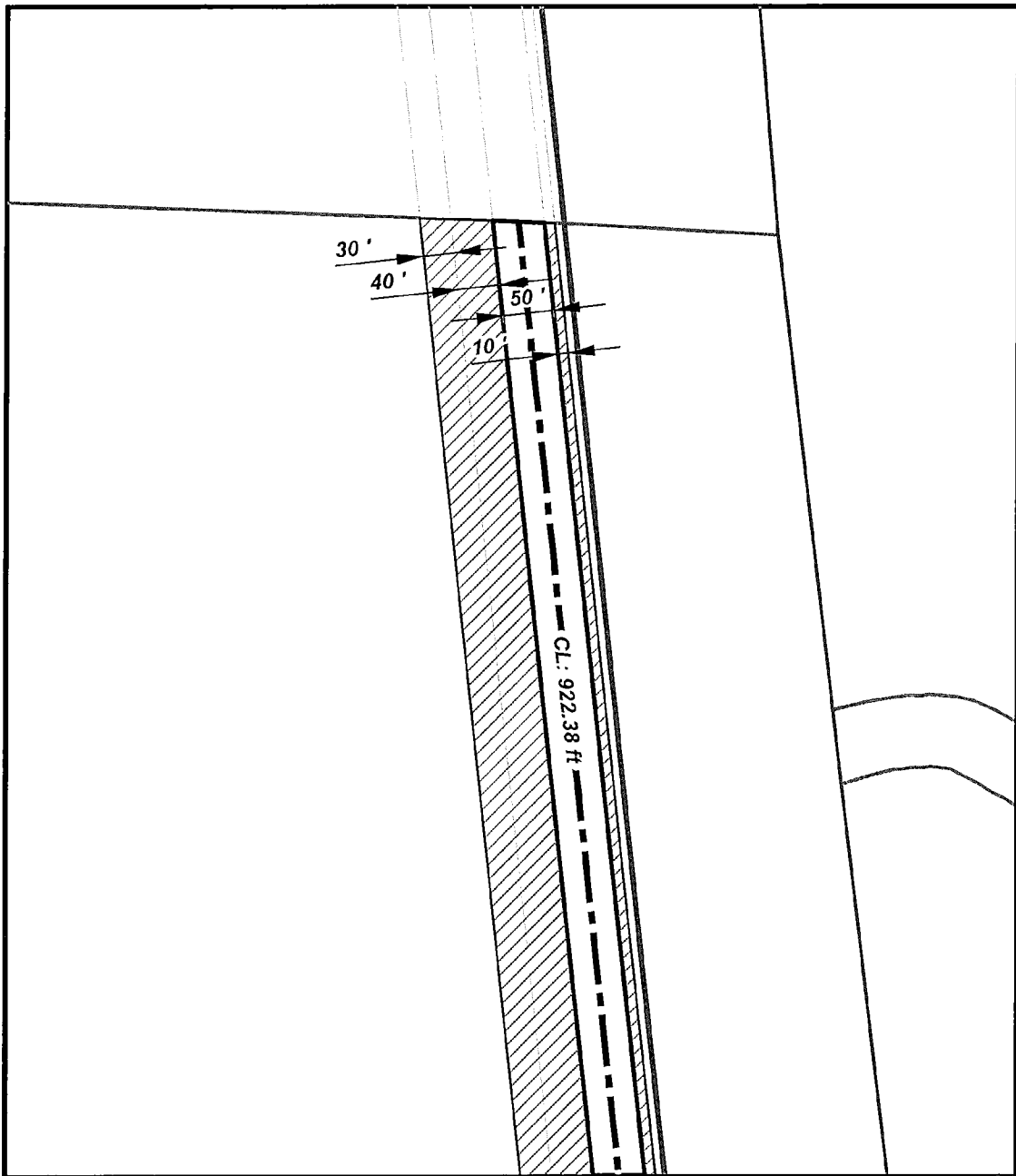


DWG: 3430.33-X-KH-602.000 (1 of 1)

TRACT: KH-602.000

**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.

Series: P:\PCGP\JCH\Klamath\gas\land\wast\temp\Revised\Map - DDP Index - 174



Length of Pipeline this Tract: 2266 ft

**Legend**

	Proposed Pipeline		
	Permanent Easement	= 113,300.181 ft <sup>2</sup>	2.601 ac.
	Temporary Extra Work Area	= 186,438.473 ft <sup>2</sup>	4.280 ac.
	Uncleared Storage Area	= 0.000 ft <sup>2</sup>	0.000 ac.
	Property Line		

0 75 150 300 Feet



REV  
7

REVISED DATE:  
8/23/2018

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



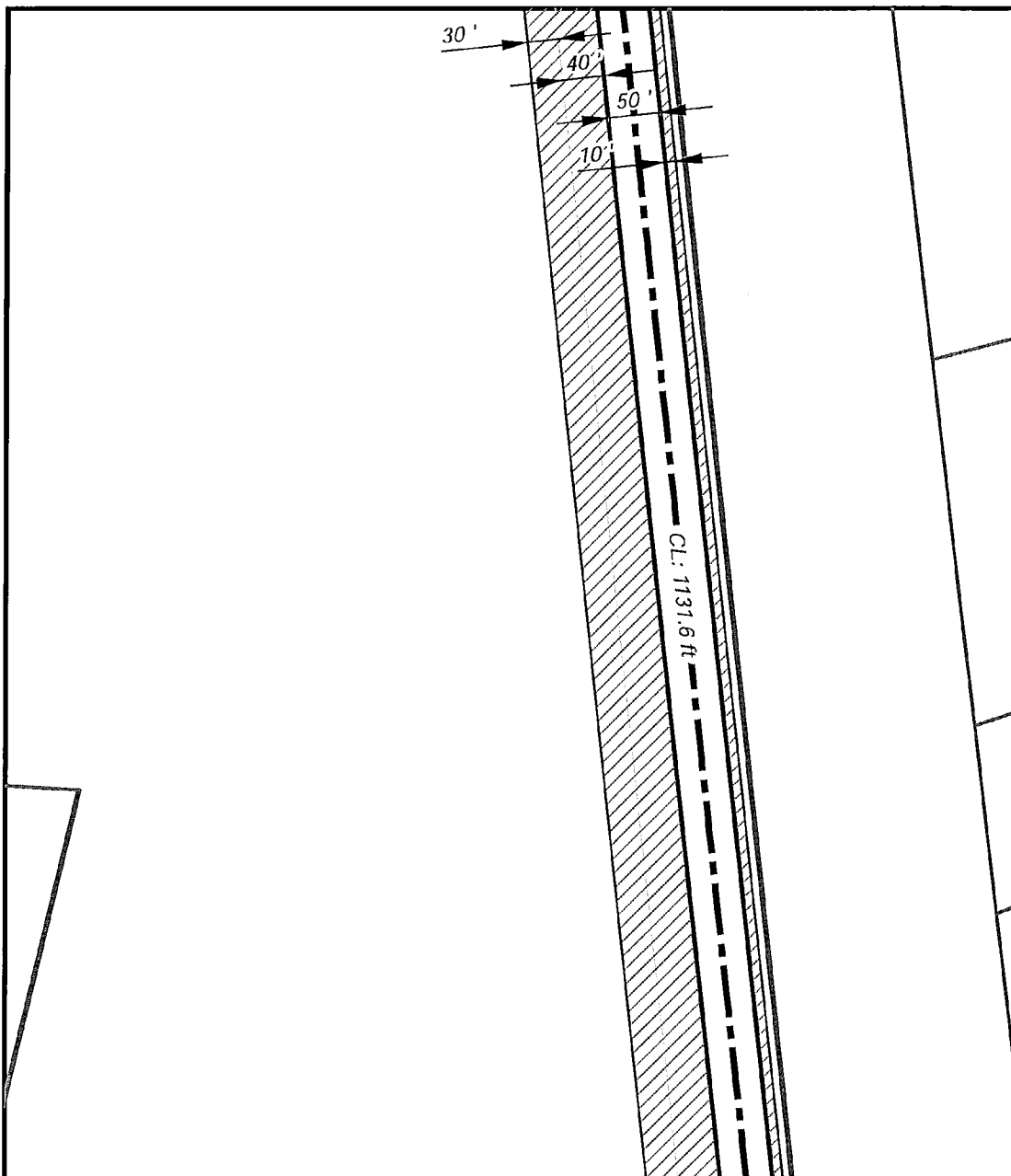
PROPERTY EXHIBIT  
DONALD SCOTT JOHNSTON REVOCABLE LIVING TRUST  
APN: R896881

M.P. 191.03 TO M.P. 191.46  
T-39 S, R-8 E Sec 32  
KLAMATH COUNTY, OREGON

DWG: 3410.33-X-KH-607.000 (1 of 3)

TRACT: KH-607.000

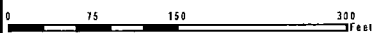
**Disclaimer:** The pipeline alignment shown is based on a line survey conducted by the project if permission to survey the property was granted by the landowner. The property boundary information was obtained from County tax maps. Because this exhibit is not based on a property survey the actual right-of-way and workspace areas may vary slightly from what is shown.



Length of Pipeline this Tract: 2266 ft

**Legend**

- Proposed Pipeline
- Permanent Easement = 113,300.181 ft<sup>2</sup> | 2.601 ac.
- Temporary Extra Work Area = 186,438.473 ft<sup>2</sup> | 4.280 ac.
- Uncleared Storage Area = 0.000 ft<sup>2</sup> | 0.000 ac.
- Property Line



REV  
7

REVISED DATE:  
8/23/2018

**EXHIBIT "A"**

PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT  
DONALD SCOTT JOHNSTON REVOCABLE LIVING TRUST  
APN: R896891

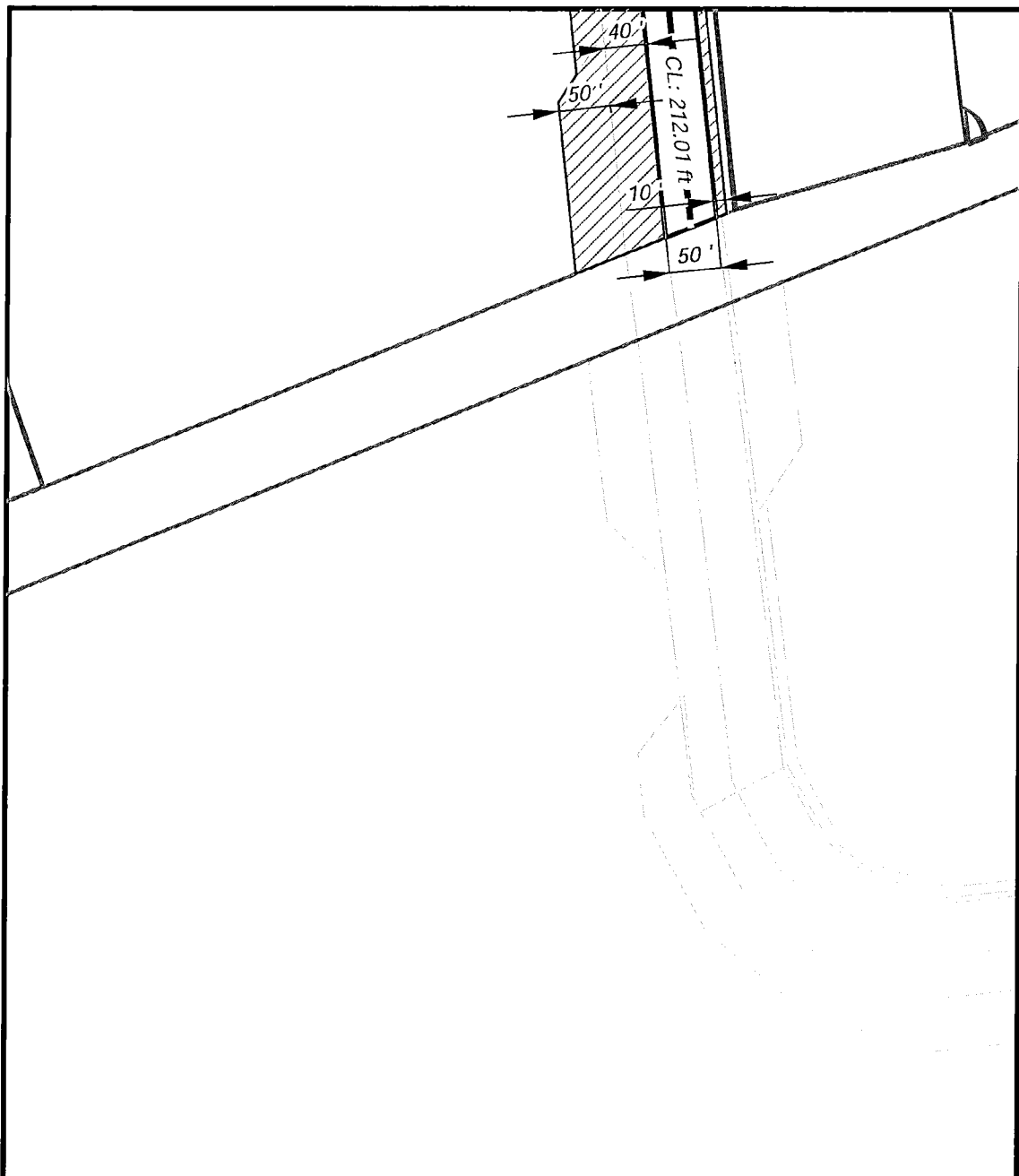
M.P. 191.03 TO M.P. 191.46  
T-39 S, R-8 E Sec 32  
KLAMATH COUNTY, OREGON










DWG: 3430.33-X-KH-607.000 (2 of 3)

TRACT: KH-607.000

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<b>Length of Pipeline this Tract: 2266 ft</b>		<b>REV 7</b>	<b>REVISED DATE:</b> 8/23/2018	<b>EXHIBIT "A"</b> PACIFIC CONNECTOR GAS PIPELINE, LP	
<b>Legend</b>		<b>PROPERTY EXHIBIT</b> DONALD SCOTT JOHNSTON REVOCABLE LIVING TRUST APN: R896891			
 Proposed Pipeline	 Permanent Easement = 113,300,181 ft <sup>2</sup>   2.601 ac.	M.P. 191.03 TO M.P. 191.46 T-39 S, R-8 E Sec 32 KLAMATH COUNTY, OREGON			
 Temporary Extra Work Area = 186,438,473 ft <sup>2</sup>   4.280 ac.	 Uncleared Storage Area = 0.000 ft <sup>2</sup>   0.000 ac.	DWG: 3430.33-X-KH-607.000 (3 of 3)			
 Property Line		TRACT: KH-607.000			

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## **EXHIBIT B**

### **KH-577.013**

The West Half of the Southeast Quarter ( $W\frac{1}{2} SW\frac{1}{4}$ ) and all that portion of the Southeast Quarter of the Southwest Quarter ( $SE\frac{1}{4} SW\frac{1}{4}$ ) of Section 29, lying westerly of a parcel conveyed to Erwin Helm, et ux, by deed, recorded in Volume 245 on Page 214, record of Klamath County, Oregon. All in Township 39 South, Range 8 East, Willamette Meridian, Klamath County, Oregon.

### **KH-602.000**

The Southeast Quarter ( $SE\frac{1}{4}$ ) of Section 30, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

### **KH-607.000**

All that portion of the Northwest Quarter ( $NW\frac{1}{4}$ ) of Section 32 lying Northerly and Westerly of the Greensprings Highway and Westerly of that parcel of land beginning at the intersection of a well-established fence line and the North line of the Southeast Quarter of the Southwest Quarter ( $SE\frac{1}{4} SW\frac{1}{4}$ ) of Section 29, which point is approximately 368 feet, West of the Northeast corner of said Southeast Quarter of the Southwest Quarter ( $SE\frac{1}{4} SW\frac{1}{4}$ ); thence West to an intersection with a line running parallel with and distant of 206 feet measured at right angles, Westerly from said fence line, 3520 feet, more or less, to the Northerly line of the State Highway; thence Northeasterly along the Northerly line of said highway to an intersection with said fence line; thence Northwesterly along the fence line to the PLACE OF BEGINNING, conveyed by Ralph A. Johnston, et ux to Erwin Heim, et ux, by deed recorded in Volume 245, Page 214 of Deeds, Records of Klamath County, Oregon all in Township 39 south, Range 8 East of the Willamette Meridian, Klamath County.

ALSO, the following described portion of the Northwest Quarter of the Southwest Quarter ( $NW\frac{1}{4} SW\frac{1}{4}$ ) of Section 32, described as follows: BEGGINNING at the quarter section corner of the West line of said Section 32; thence South along the Section line 870 feet; thence East 879 feet, more or less to the West line of the State Highway; thence Northerly along said Highway to a point which is 1100 feet, East and 206 feet, South of said quarter section corner; thence North 206 feet to the North line of said Northwest Quarter of the Southwest Quarter ( $NW\frac{1}{4} SW\frac{1}{4}$ ); thence West along said line 1100 feet to the said quarter section corner, all in Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

## **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.