

2019-001280

Klamath County, Oregon

02/11/2019 02:34:01 PM

Fee: \$137.00

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)

CALIFORNIA GIANT, INC., A CALIFORNIA CORPORATION

GRANTEE(S)

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

Legal Description

THOSE CERTAIN PARCELS OF LAND LYING IN SECTIONS 27 AND 34, TOWNSHIP 40 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT B.

Assessor's Property Tax Parcel/Account Number

R600077, R628486, R628477, R627673 & R108127

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is entered into this 7th day of DECEMBER, 2018 ("**Effective Date**"), by and among California Giant, Inc., a California corporation, whose address is PO Box 1359, Watsonville, California 95007 ("**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 DECEMBER, 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 7th day of DECEMBER, 2018.

GRANTOR:

California Giant, Inc.,
a California corporation

By: 

Dan Nicola, Executive VP and CFO

GRANTEE:

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



Tony Diace, Authorized Signatory

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Santa Cruz)
 On December 07, 2018 before me, Sharlyn Bois, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Dan Nicola
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Temporary Construction Easement Agreement Document Date: 12/07/2018
 Number of Pages: 17 includes Signer(s) Other Than Named Above: none at the time of Acknowledgment

Capacity(ies) Claimed by Signer(s)

Signer's Name: Dan Nicola Signer's Name: _____
☒ Corporate Officer — Title(s): CEO & Executive VP ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator
☐ Other: _____ ☐ Other: _____
 Signer Is Representing California Giant Inc Signer Is Representing: _____

ACKNOWLEDGMENT

State of California

County of _____)

On _____ before me, _____

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

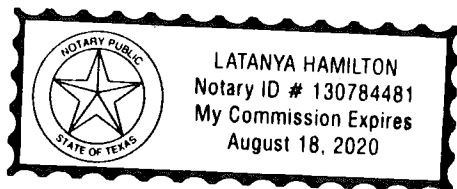
Signature _____ (Seal)

ACKNOWLEDGMENT

STATE OF TEXAS)
COUNTY OF Harris) ss.

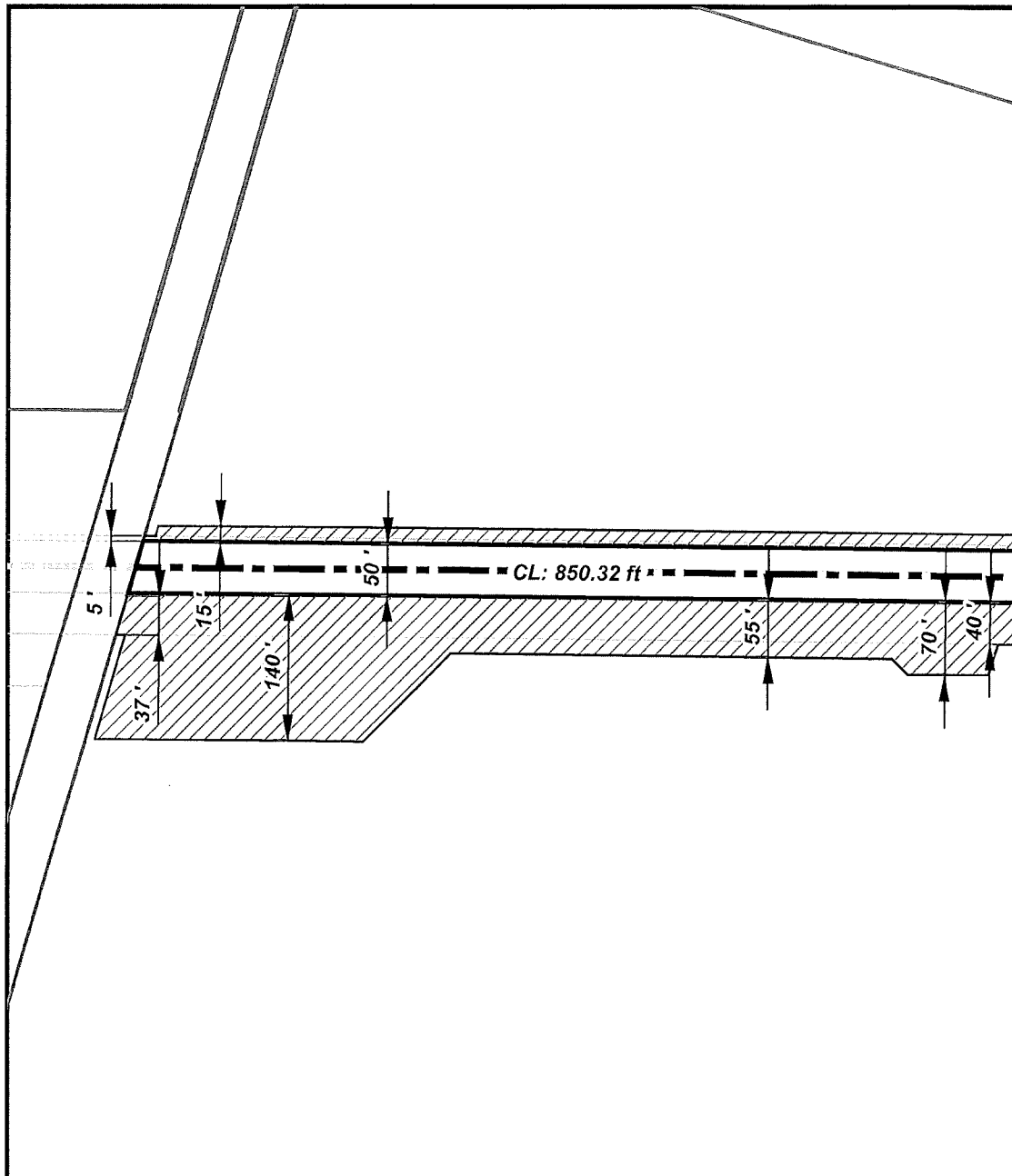
On this 29th day of January, 2018, personally appeared Tony Diocee,
proven to me to be the Authorized Signatory of Pacific Connector Gas Pipeline, LP, acting through
its general partner, Pacific Connector Gas Pipeline, LLC, and acknowledged that she/he signed the
forgoing instrument on behalf of and 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:



[Signature]

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



Length of Pipeline this Tract: 2861.87 ft

Legend

- Proposed Pipeline
- Permanent Easement = 143,567.557 ft² | 3.296 ac.
- Temporary Extra Work Area = 248,860.347 ft² | 5.713 ac.
- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line

0 75 150 300 Feet



REV
4

REVISED DATE:
12/3/2018

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP



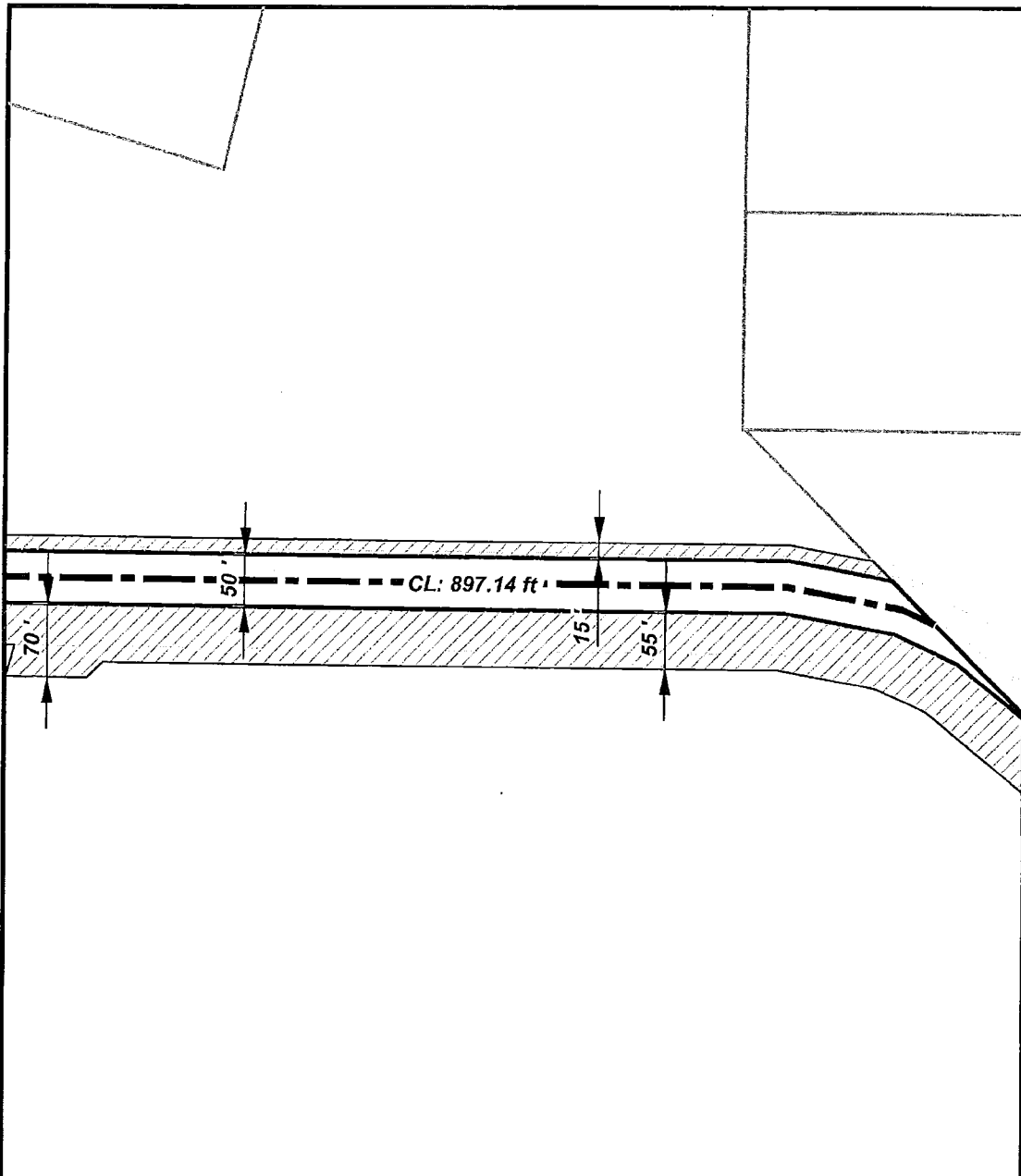
PROPERTY EXHIBIT
CALIFORNIA GIANT, INC
APN: R600077, R628477, R627673 AND R108127

M.P. 226.04 TO M.P. 226.70
T-40 S, R-12 E Sec 27 and 34
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-833.000 (1 of 4)

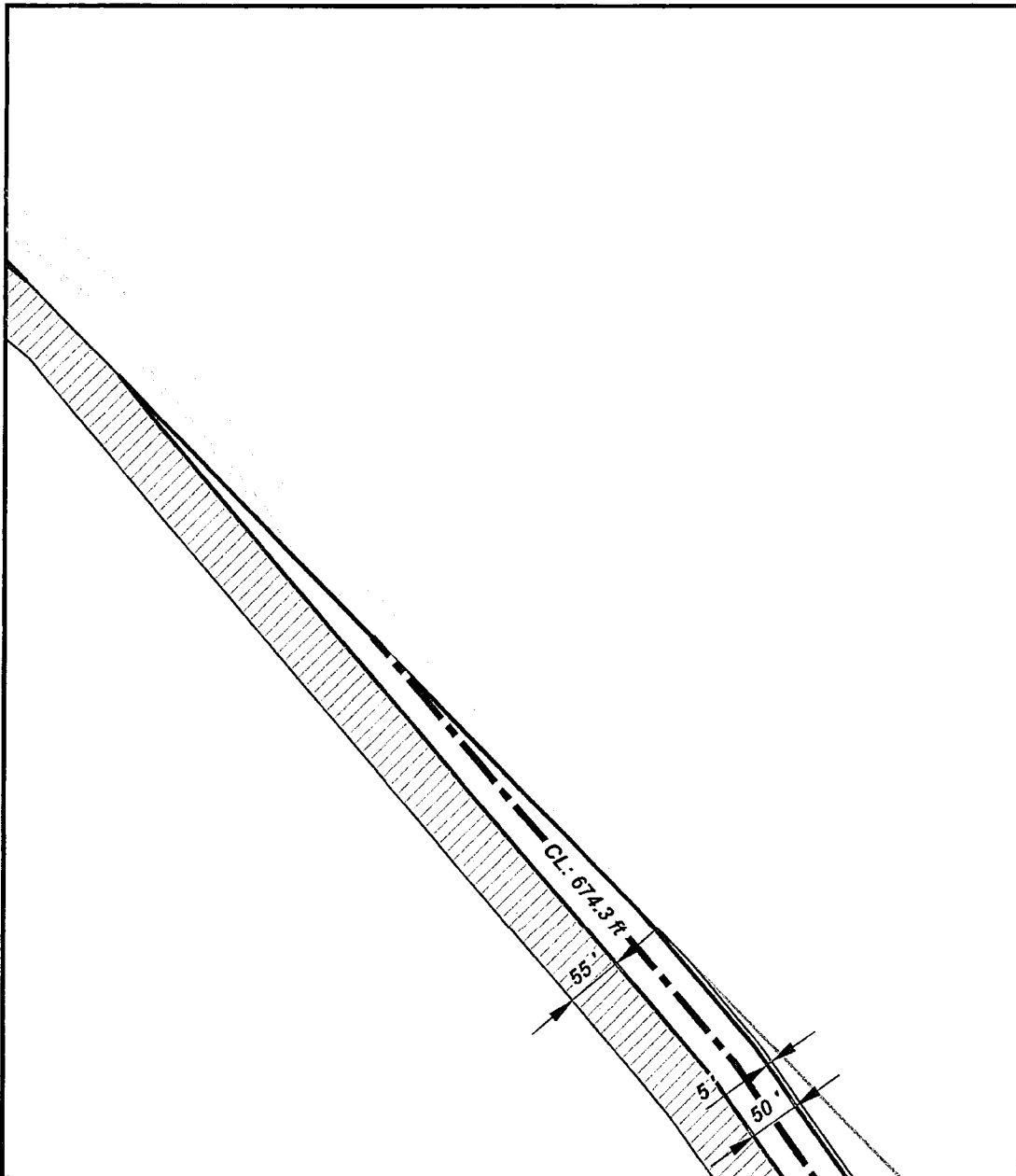
TRACT: KH-833.000

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: 2861.87 ft		REV 4	REVISED DATE: 12/3/2018	EXHIBIT "A" PACIFIC CONNECTOR GAS PIPELINE, LP PROPERTY EXHIBIT CALIFORNIA GIANT, INC APN: R600077, R620477, R627673 AND R108127 M.P. 226.04 TO M.P. 226.70 T-40 S, R-12 E Sec 27 and 34 KLANATH COUNTY, OREGON	 Pacific Connector GAS PIPELINE
Legend — Proposed Pipeline [Hatched Box] Permanent Easement = 143,567.557 ft ² 3.296 ac. [Diagonal Lines] Temporary Extra Work Area = 248,860.347 ft ² 5.713 ac. [Cross-hatched Box] Uncleared Storage Area = 0.000 ft ² 0.000 ac. [Solid Box] Property Line		DWG: 3430.33-X-KH-833.000 (2 of 4)			

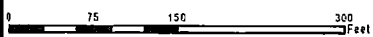
Disclaimer: The pipeline alignment shown is based on a line survey conducted by the project if permission to survey the property was granted by the landowner. The property boundary information was obtained from County tax maps. Because this exhibit is not based on a property survey the actual right-of-way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



Length of Pipeline this Tract: 2861.87 ft

Legend

- Proposed Pipeline
- Permanent Easement = 143,567.557 ft² | 3.296 ac.
- Temporary Extra Work Area = 248,860.347 ft² | 5.713 ac.
- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line



REV
4

REVISED DATE:
12/3/2018

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT
CALIFORNIA GIANT, INC
APH: R600077, R628477, R627673 AND R108127

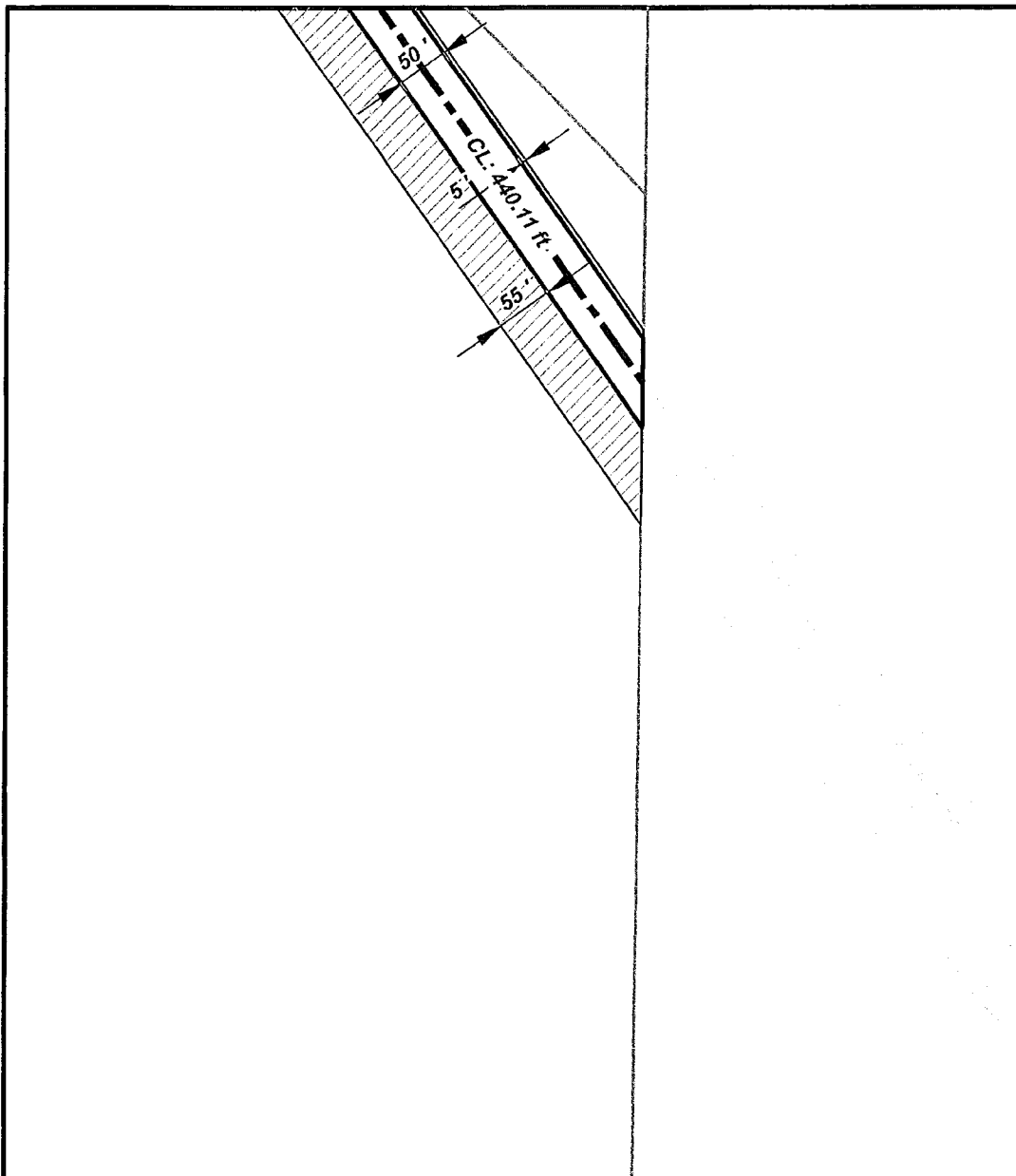
M.P. 226.04 TO M.P. 226.70
T-40 S, R-12 E Sec 27 and 34
KLAMATH COUNTY, OREGON



DWG: 343C.33-XKH-833.000 (3 of 4)

TRACT: KH-833.000

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: 2861.87 ft

Legend

- Proposed Pipeline
- Permanent Easement = 143,567.557 ft² | 3.296 ac.
- Temporary Extra Work Area = 248,860.347 ft² | 5.713 ac.
- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line

REV 4 REVISED DATE: 12/3/2018

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT
CALIFORNIA GIANT, INC
APN: R600177, R628477, R627673 AND R108127

M.P. 226.04 TO M.P. 226.70
T-40 S, R-12 E Sec 27 and 34
KLAMATH COUNTY, OREGON

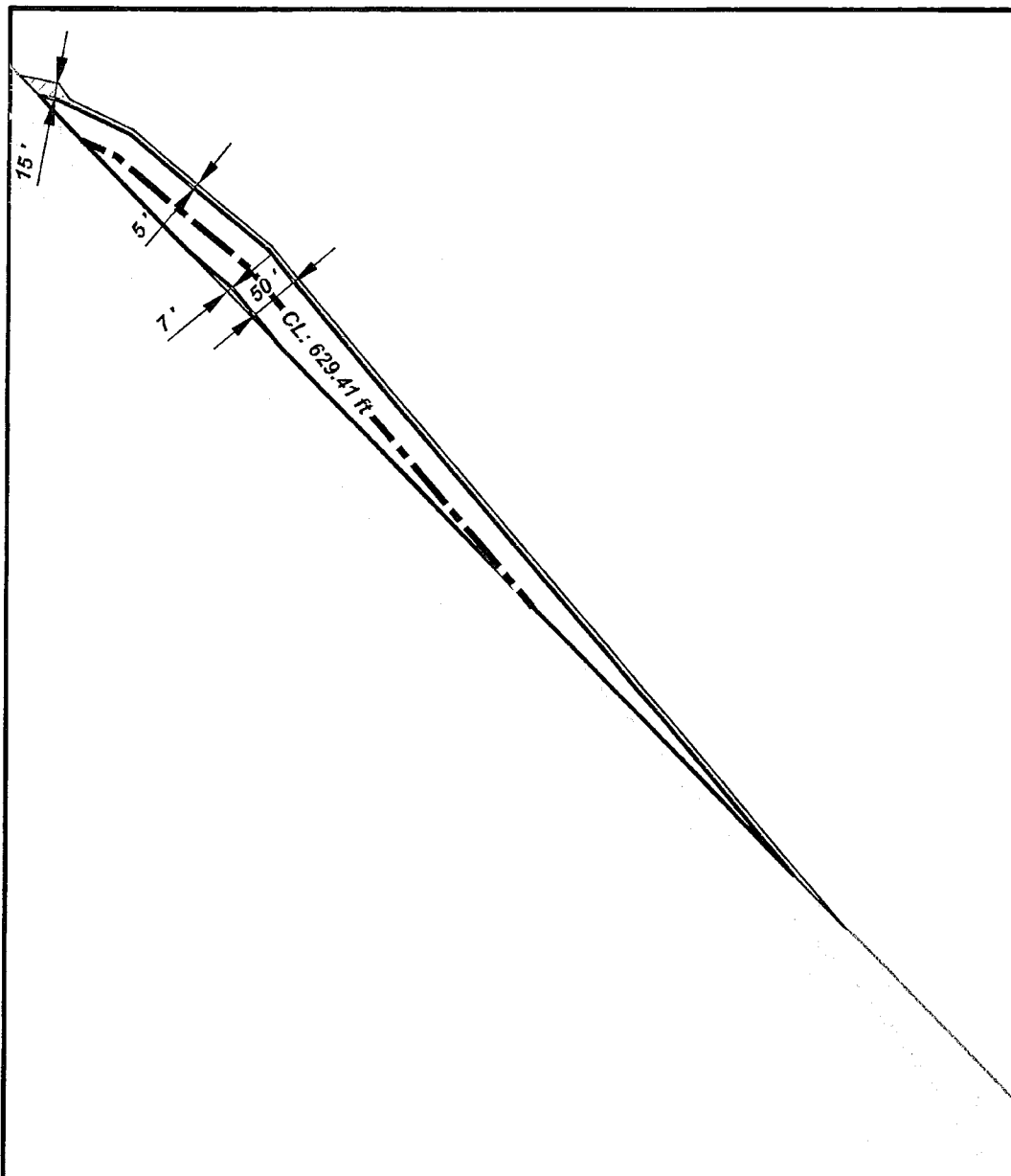
TRACT: KH-833.000

DWG: 3430-33-X-KH-833.000 (4 of 4)

Scale: 0 75 150 300 Feet

Source: P:\VCP\CLING\Klamath\Land\Area\DWG\DISCLAIMER.mxd - DDP mxd - 1018

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: 629.41 ft

Legend

	Proposed Pipeline		
	Permanent Easement	= 30,995.804 ft ²	0.712 ac.
	Temporary Extra Work Area	= 6,230.396 ft ²	0.143 ac.
	Uncleared Storage Area	= 0.000 ft ²	0.000 ac.
	Property Line		

0 75 150 300 Feet



REV
3

REVISED DATE:
12/3/2018

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP



PROPERTY EXHIBIT
CALIFORNIA GIANT, INC
APN: R628486

M.P. 226.37 TO M.P. 226.49
T-40 S, R-12 E Sec 34
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-835.000 (1 of 1)

TRACT: KH-835.000

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-833.000

Unsurveyed Parcel 1 of Land Partition 31-10 recorded in Instrument No. 2011-9433, County Clerk of Klamath County, Oregon, being located in Sections 27 and 34, Township 40 South, Range 12 East Willamette Meridian and Section 3, Township 41 South, Range 12 East Willamette Meridian, Klamath County, Oregon.

KH-835.000

That the portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 34, Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Commencing at the Northwest corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$; thence East along the North line to the Northeast corner of said quarter section; thence South along the East line of said quarter section to the Southeast corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$; thence in a straight line Northwesterly to the Northwest corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, the true point of beginning.

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.