

**2019-002358**

**Klamath County, Oregon**

03/14/2019 11:05:01 AM

Fee: \$142.00

**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)**

LELAND W. WOODS; LAURA-LEE W. WOODS AND WHITTIER TRUST COMPANY, A CALIFORNIA CORPORATION, AS CO-TRUSTEES UDT 1/25/1979 FBO LELAND W. WOODS

**GRANTEE(S)**

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

**Legal Description**

THAT CERTAIN PARCEL OF LAND LYING IN SECTION 7, 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**

APN: R97166

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is entered into this 15 day of NOVEMBER, 2018 ("Effective Date"), by and among Leland W. Woods; Laura-Lee W. Woods and Whittier Trust Company, a California company, as Co-Trustees UDT 1/25/1979 FBO Leland W. Woods, whose address is 1600 Huntington Drive, South Pasadena, CA, 91030 ("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 15 day of NOVEMBER, 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.

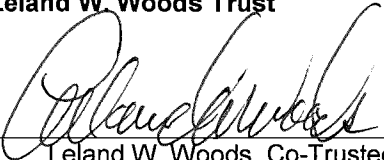
Grantee will possess the above-described rights and such rights will be binding upon Grantor, its heirs, legal representatives and successors in title. Either party may record this Agreement in the records of real property in the county where the Property is located.

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 15 day of NOVEMBER, 2018.

**GRANTOR:**

**Leland W. Woods Trust**

  
\_\_\_\_\_  
Leland W. Woods, Co-Trustee

**GRANTOR:**

**Leland W. Woods Trust**

\_\_\_\_\_  
Laura-Lee W. Woods, Co-Trustee

**GRANTOR:**

**Leland W. Woods Trust**

\_\_\_\_\_  
Whittier Trust Company, Co-Trustee

\_\_\_\_\_  
Name Printed of Authorized Signatory

**GRANTEE:**

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

  
\_\_\_\_\_  
Tony Dioxee, Authorized Signatory

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 20th day of November, 2018.

**GRANTOR:**

Leland W. Woods Trust

**GRANTOR:**

Leland W. Woods Trust

\_\_\_\_\_  
Leland W. Woods, Co-Trustee

\_\_\_\_\_  
Laura-Lee W. Woods, Co-Trustee

**GRANTOR:**

Leland W. Woods Trust

by: Kathleen Briley, SVP  
Whittier Trust Company, Co-Trustee

by: Kathleen Briley  
Name Printed of Authorized Signatory

**GRANTEE:**

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

Tony Diaee  
Tony Diaee, Authorized Signatory

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 20 day of November, 2018.

GRANTOR:

Leland W. Woods Trust

GRANTOR:

Leland W. Woods Trust

Leland W. Woods, Co-Trustee

Laura-Lee W. Woods, Co-Trustee

GRANTOR:

Leland W. Woods Trust

Whittier Trust Company, Co-Trustee

GRANTEE:

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

Tony Diaee, Authorized Signatory

ACKNOWLEDGEMENT

STATE OF OREGON )  
 ) ss.  
COUNTY OF KLAMATH )

On this 15 day of NOVEMBER, 2018, personally appeared LELAND W. WOODS,  
proven to me to be the CO-TRUSTEE of LELAND W. WOODS 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.

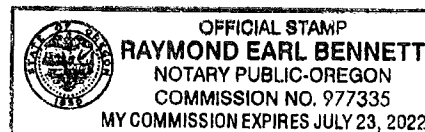
Before me:

Raymond Earl Bennett

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

ACKNOWLEDGEMENT

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_)



On this \_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared \_\_\_\_\_,  
of \_\_\_\_\_, 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)  
State of California  
County of \_\_\_\_\_)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

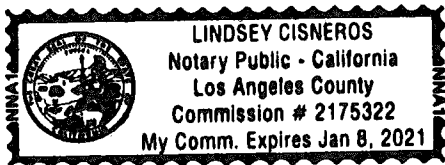
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Los Angeles )  
 On Nov. 20, 2018 before me, Lindsey Cisneros, Notary Public,  
 Date Here Insert Name and Title of the Officer  
 personally appeared Kathleen Briley  
 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 Lindsey Cisneros  
 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: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- ☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

## ACKNOWLEDGMENT

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 Los Angeles

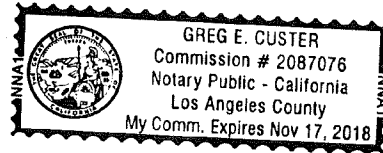
On November 20, 2018 before me, Greg E. Custer  
(insert name and title of the officer)

personally appeared Laura-Lee W. Woods  
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)





ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared \_\_\_\_\_, of \_\_\_\_\_, 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.

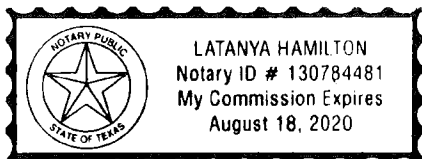
Signature \_\_\_\_\_ (Seal)  
State of California  
County of \_\_\_\_\_)

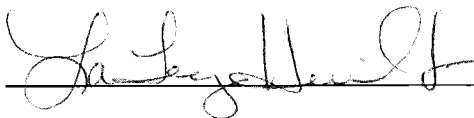
ACKNOWLEDGMENT

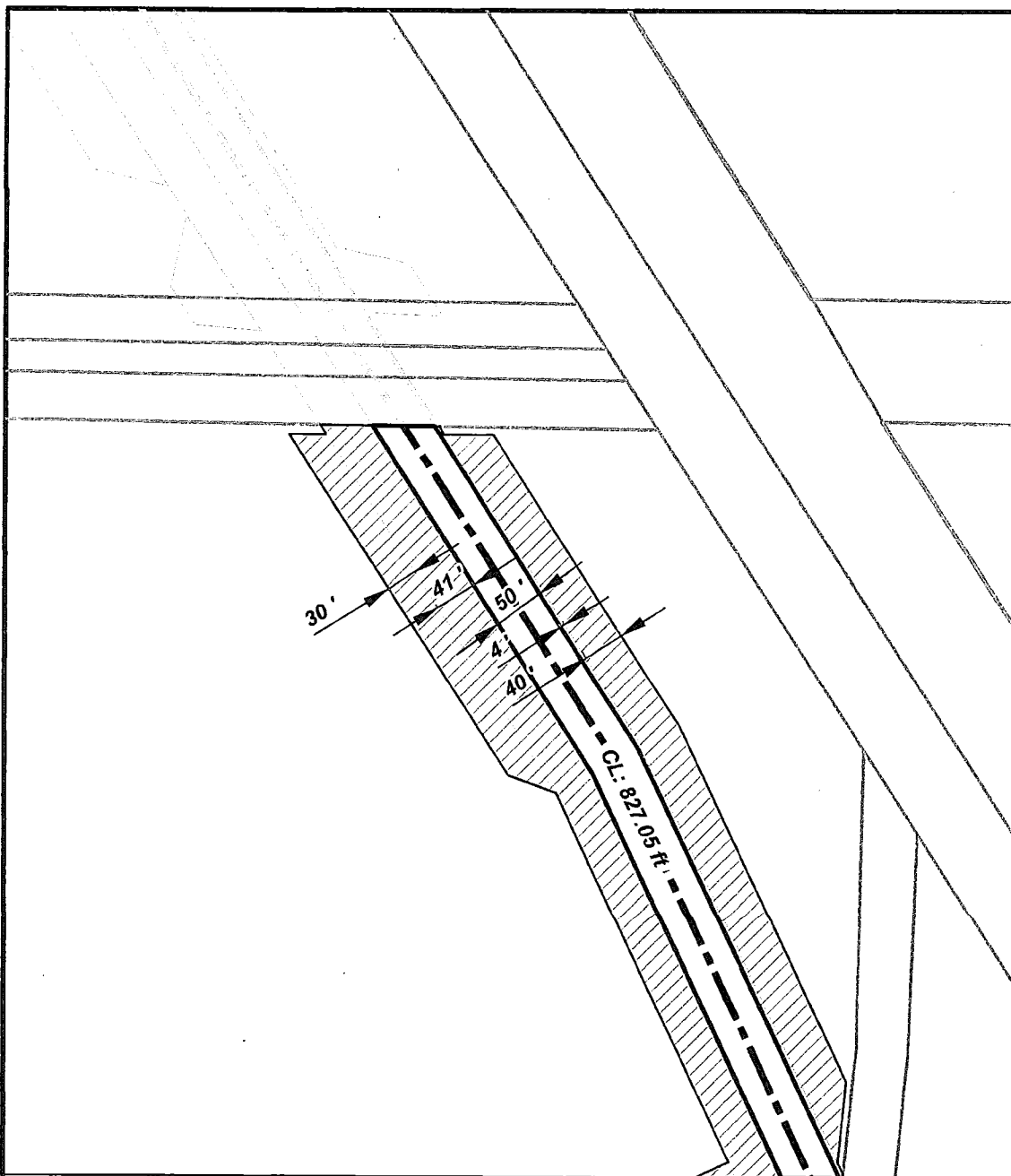
STATE OF TEXAS )  
COUNTY OF HARRIS ) ss.  
)

On this 29<sup>th</sup> day of January, 2018, personally appeared Tony Dierce, 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: 1373.01 ft

#### Legend

- Proposed Pipeline
- Permanent Easement = 68,650.489 ft<sup>2</sup> | 1.576 ac.
- Temporary Extra Work Area = 166,158.101 ft<sup>2</sup> | 3.814 ac.
- Uncleared Storage Area = 0.000 ft<sup>2</sup> | 0.000 ac.
- Property Line

0 75 150 300 Feet



REV  
2

REVISED DATE:  
8/17/2018

### EXHIBIT "A"

PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT  
LELAND W. WOODS TRUST  
APN: R97166

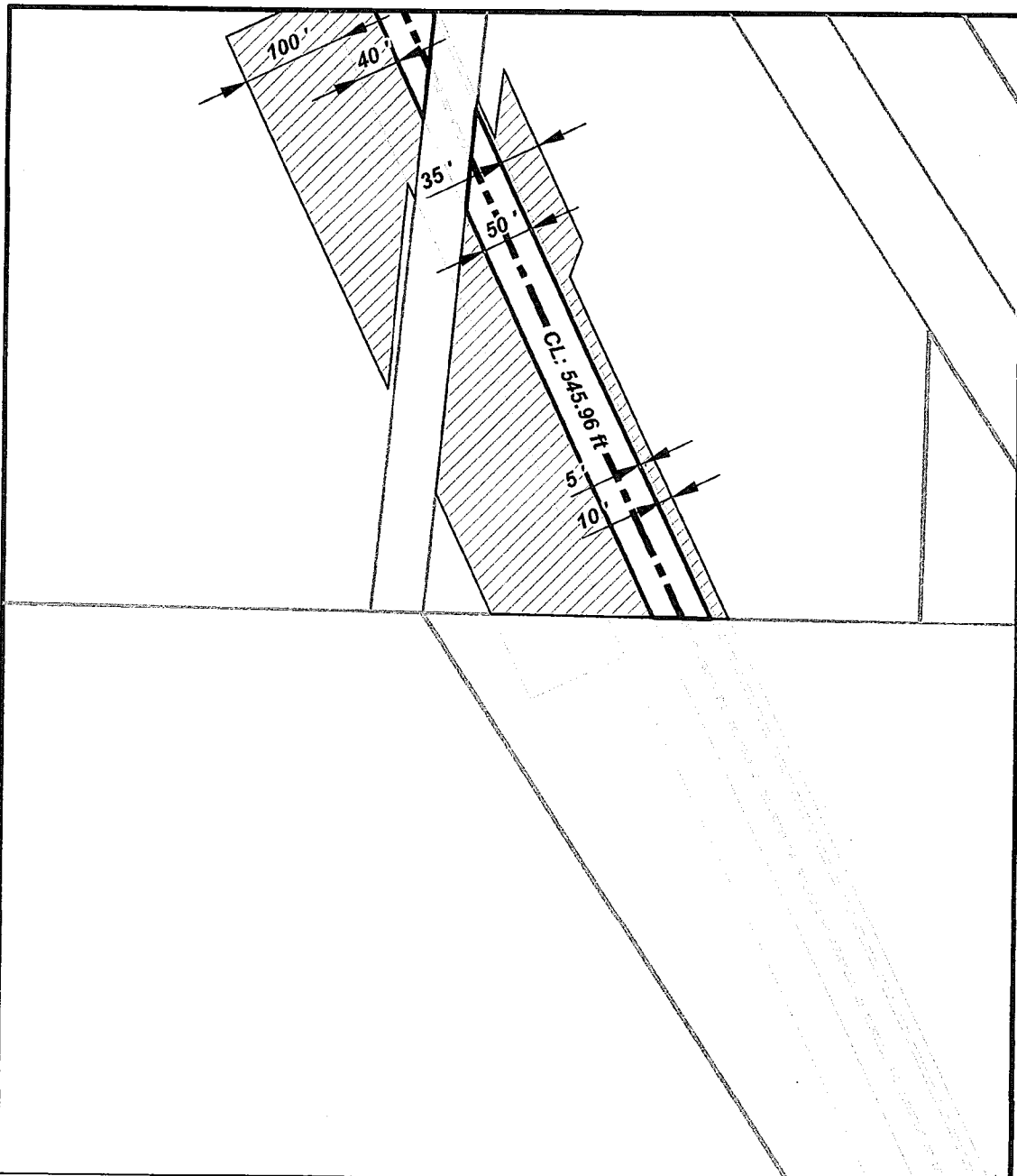
M.P. 207.26 TO M.P. 207.28  
T-40 S, R-10 E Sec 7  
KLAMATH COUNTY, OREGON



DWG: 3430.33-X-KH-724.000 (1 of 2)

TRACT: KH-724.000

**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:\PCGP\_C\GASMAPS\landowner\W\_D\CLAMER.mxd - DDP Index - 000

Length of Pipeline this Tract: 1373.01 ft

#### Legend

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- Property Line

0 75 150 300 Feet



REV 2  
REVISED DATE:  
8/17/2018

### EXHIBIT "A"

PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT  
LELAND W. WOODS TRUST  
APN: R97166

M.P. 207.26 TO M.P. 207.28  
T-40 S, R-10 E Sec 7  
KLAMATH COUNTY, OREGON



DWG: 3420.33-X-KH-724.000 (2 of 2)

TRACT: KH-724.000

**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-724.000**

Southwest Quarter of the Southwest Quarter (SW¼ SW¼) of Section 7, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon;

EXCEPTING, that portion thereof lying on the northeasterly side of the Klamath Falls-Malin sections of the Dalles-California Highway.

FURTHER EXCEPTING, that portion lying within the Railroad Right-of-Way. Recorded on January 16, 1996 in that certain Warranty Deed filed in Volume M96, Page 1251, Record of Deeds of 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.