

2019-002416

Klamath County, Oregon

03/15/2019 11:12:01 AM

Fee: \$127.00

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)

DONALD J. HOLMSTROM AND KAREN K. HOLMSTROM, AS TENANTS BY THE ENTIRETY

GRANTEE(S)

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

Legal Description

THOSE CERTAIN PARCELS OF LAND LYING IN SECTIONS 17, 18, 19 AND 20, TOWNSHIP 39 SOUTH, RANGE 09 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT B.

Assessor's Property Tax Parcel/Account Number

R580277 & R580286

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is entered into this 23 day of JANUARY, 2019 ("**Effective Date**"), by and among Donald J. Holmstrom and Karen K. Holmstrom, as tenants by the entirety, whose address is 5777 Hwy 97 S, Klamath Falls, Oregon 97603 ("**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 JANUARY, 2019. ("**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 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, but not later than eighteen (18) months following completion of construction, 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.

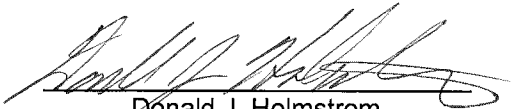
The term of this Agreement begins upon the Effective Date and expires on the fifth anniversary of the Effective Date ("**Expiration Date**"). At the election of Grantee, the term of this Agreement may be extended by up to five years following the Expiration Date in exchange for additional rental payments ("**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.

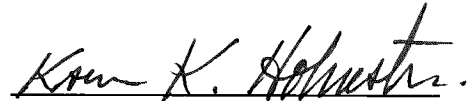
Grantee will not be held liable for damages of any kind that arise due to the negligent acts or willful misconduct of the Grantor, its successors, assigns, permittee, agents or contractors.

WITNESS THE EXECUTION THIS 23 day of JANUARY, 2019.

GRANTOR:


Donald J. Holmstrom

GRANTOR:


Karen K. Holmstrom

GRANTEE:

PACIFIC CONNECTOR GAS PIPELINE, LP
by its General Partner, Pacific Connector Gas
Pipeline, LLC


Tony Diace, Authorized Signatory

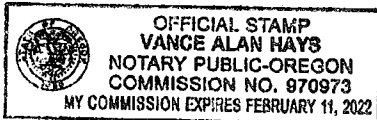
ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF KIAMATH) ss.

On this 23 day of JANUARY, 2019, personally appeared Donald J. Holmstrom,
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:

Vance Alan Hays



Notary Public in and for the State of Oregon
My Commission Expires: Feb 11, 2022

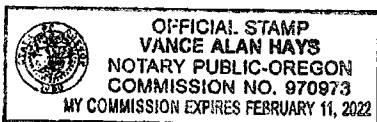
ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF KIAMATH) ss.

On this 23 day of JANUARY, 2019, personally appeared KAREN K. Holmstrom,
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:

Vance Alan Hays



Notary Public in and for the State of Oregon
My Commission Expires: Feb 11, 2022

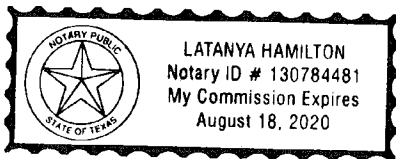
ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HARRIS

)
) ss.
)

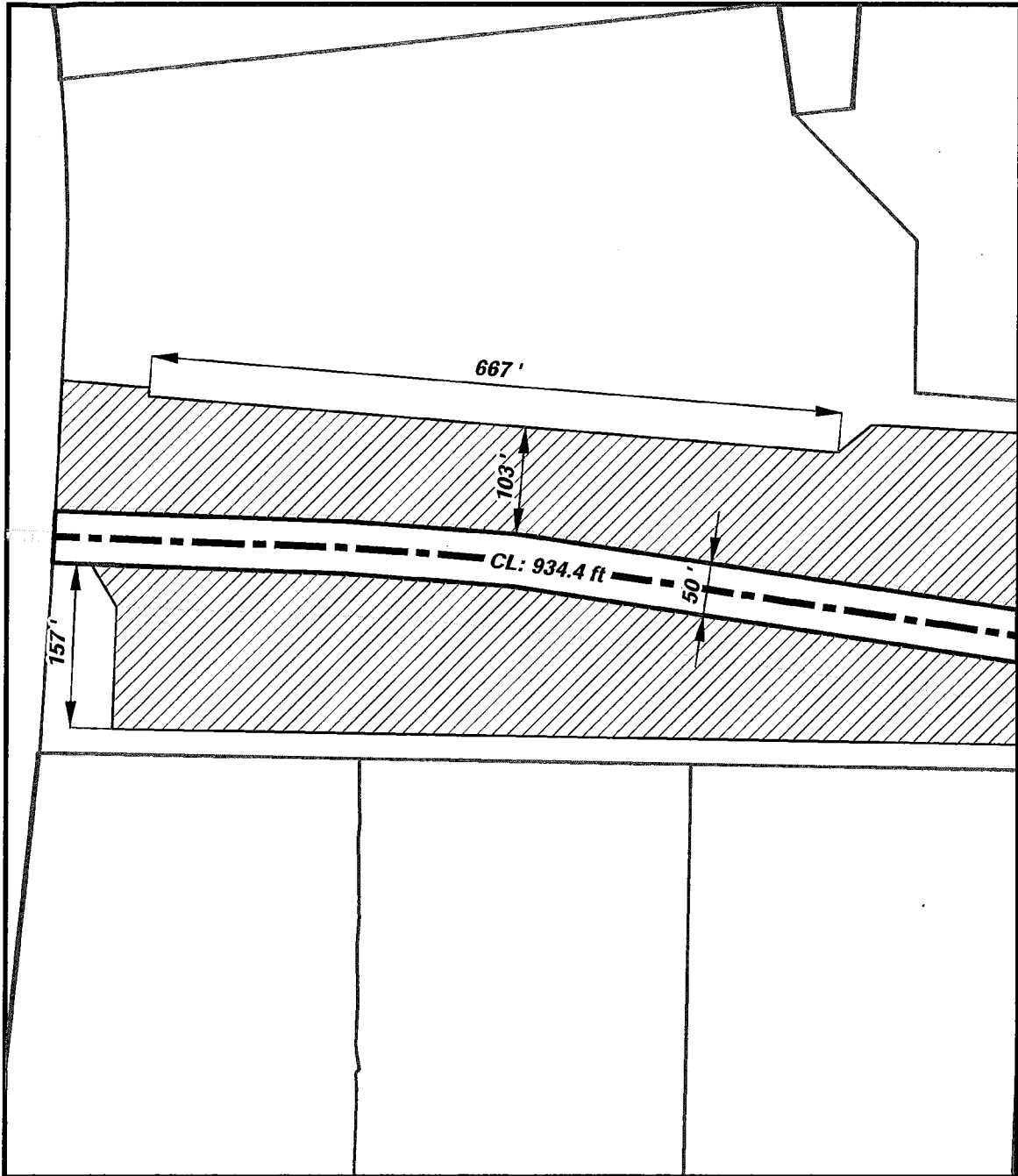
On this 5th day of February, 2019, personally appeared Tony Diace,
proven to me to be the Authorized Signatory of Pacific Connector Gas Pipeline, LP, acting through
its General Partner, Pacific Connector Gas Pipeline, LLC, and acknowledged that she/he signed the
forgoing instrument on behalf of and by 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:



A handwritten signature in cursive script, appearing to read "Latanya Hamilton", written over a horizontal line.

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



Length of Pipeline this Tract: 1828.68 ft

Legend

	Permanent Easement	
	Temporary Extra Work Area = 91,433.994 ft ² 2.099 ac.	
	Uncleared Storage Area = 432,039.697 ft ² 9.918 ac.	
	Property Line = 0.000 ft ² 0.000 ac.	

0 75 150 300 Feet



REV
6

REVISED DATE:
12/4/2018

EXHIBIT "A"

PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT
HOLMSTROM, DONALD J. and KAREN K.
APN: R500286

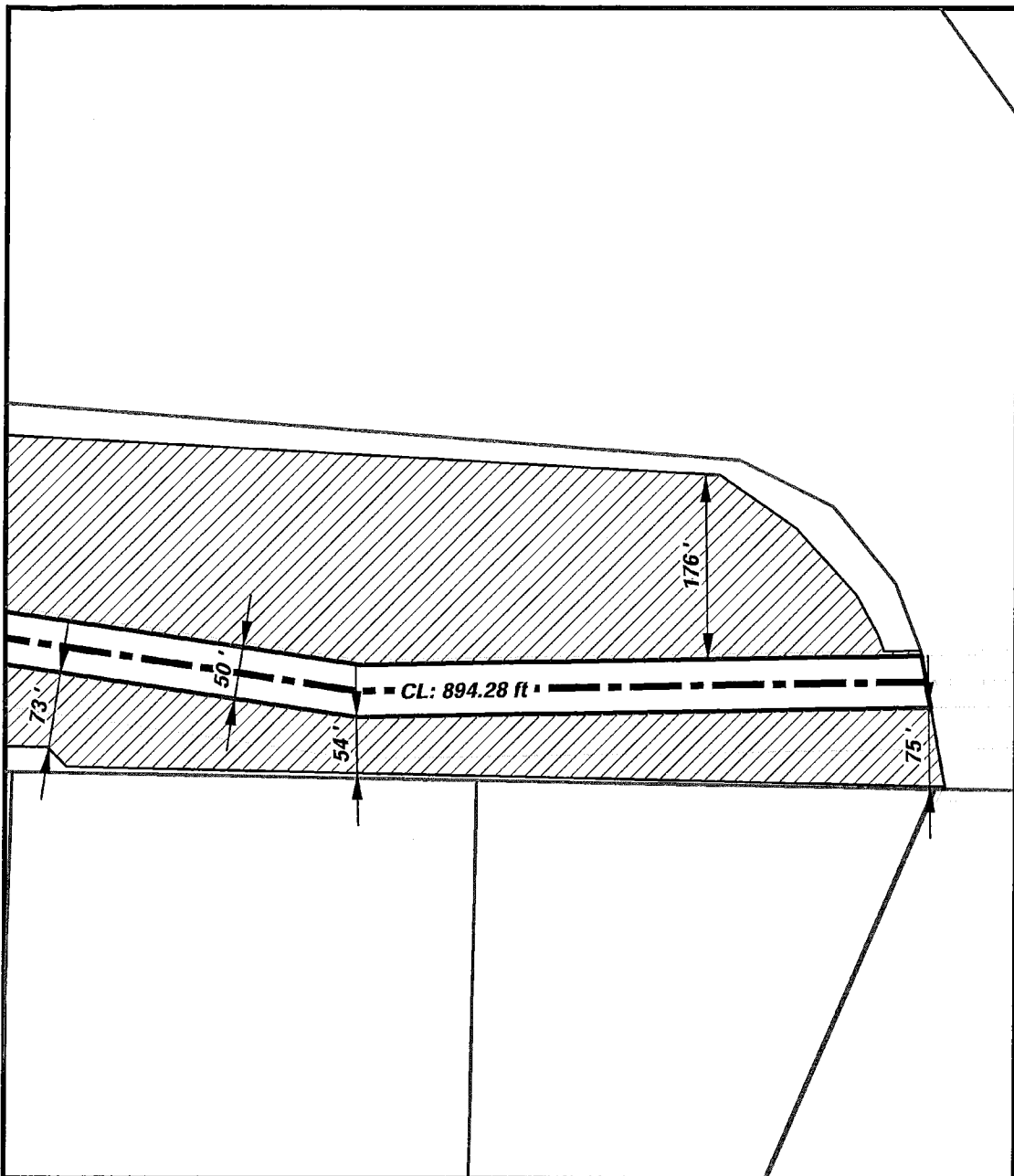
M.P. 199.60 TO M.P. 199.94
T-39 S, R-4 E Sec 17
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-663.000 (1 of 2)



TRACT: KH-663.000

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: 1828.68 ft

Legend

- Permanent Easement
- Temporary Extra Work Area = 91,433.994 ft² | 2.099 ac.
- Uncleared Storage Area = 432,039.697 ft² | 9.918 ac.
- Property Line = 0.000 ft² | 0.000 ac.

REV 6 REVISED DATE: 12/4/2018

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT
HOLMSTROM, DONALD J. and KAREN K.
APN: R588286

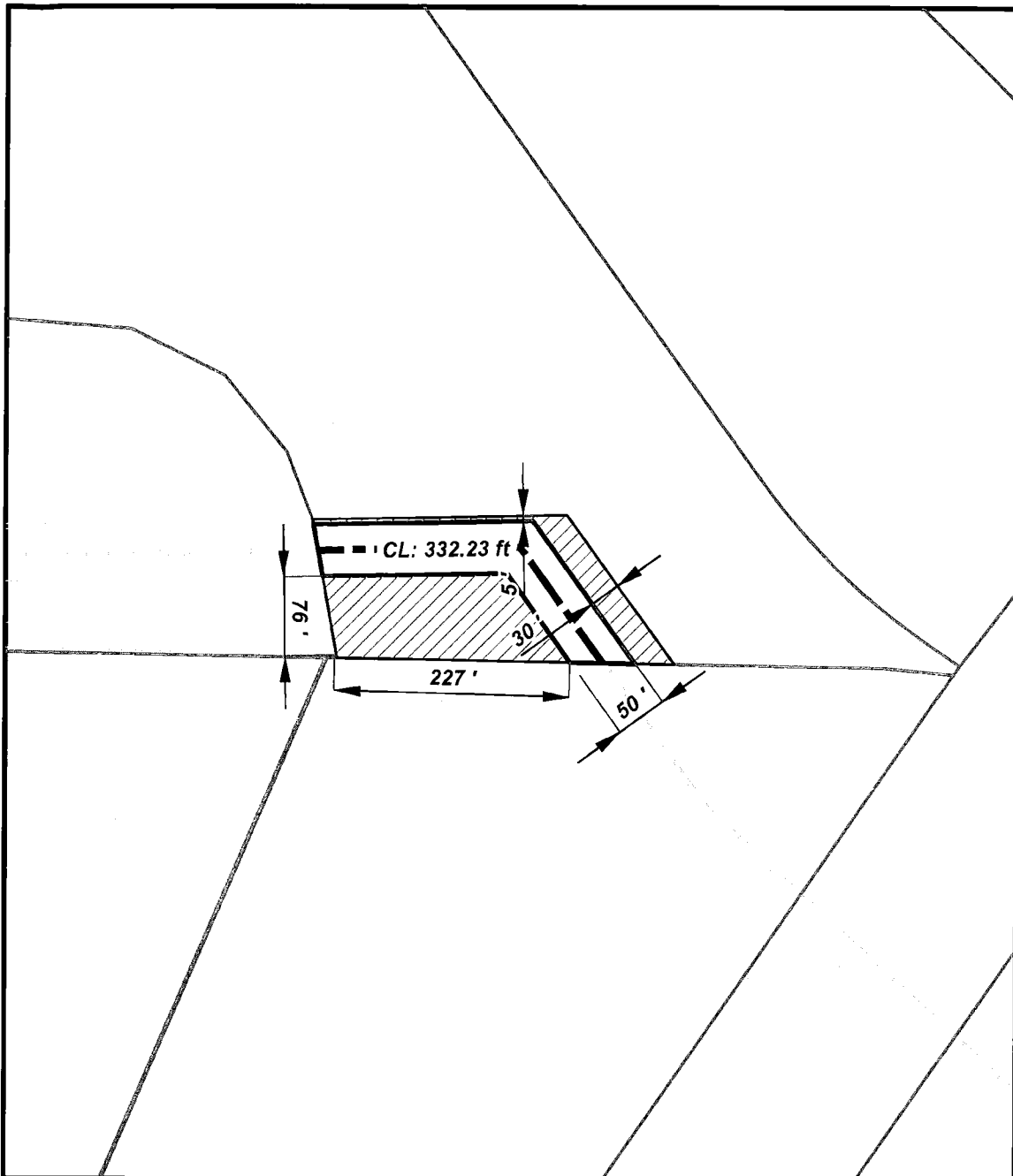
M.P. 199.68 TO M.P. 199.94
T-39 S, R-9 E Sec 17
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-663.000 (2 of 2) TRACT: KH-663.000

Scale: 0 75 150 300 Feet

Source: C:\Users\pblouss\Documents\13 - PCCP\Approved RVA Exhibits\SW_APR.mxd - DDP info - 111

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: 332.23 ft

Legend

	Proposed Pipeline		
	Permanent Easement	= 16,611.727 ft ²	0.381 ac.
	Temporary Extra Work Area	= 22,834.526 ft ²	0.524 ac.
	Uncleared Storage Area	= 0.000 ft ²	0.000 ac.
	Property Line		

0 75 150 300 Feet



REV
5

REVISED DATE:
1/17/2019

EXHIBIT "A"

PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT
HOLMSTROM, DONALD J. and KAREN K.
APN: R580277

M.P. 199.94 TO M.P. 200.00
T-39 S, R-9 E Sec 17 & 20
KLAMATH COUNTY, OREGON



DWG: 3430.33-X-KH-664.000 (1 of 1)

TRACT: KH-664.000

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-663.000

PARCEL 1

A parcel of land situated in Sections 17 and 18, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and being more particularly described as follows:

Commencing at a 5/8 inch iron pin marking the intersection of the Northerly right of way line of Joe Wright Road, a county road, with the Easterly right of way line of the Dalles-California Highway No. 97 in the NE¼ NE¼ of said Section 19; thence North 03° 38' 00" East, along the Easterly right of way line of said Dalles-California Highway, 1220.68 feet to the true point of beginning of this description; thence continuing on said right of way line along the arc of a curve to the left, the chord of which being North 01° 26' 49" East, 538.97 feet to a 5/8 inch iron pin; thence continuing on said right of way line along the arc of a curve to the left, the chord of which being North 04° 10' 16" West, 108.07 feet to a 5/8 inch iron pin; thence leaving said right of way line North 82° 54' 16" East 775.95 feet; thence South 02° 37' 35" West 109.49 feet to a 5/8 inch iron pin; thence South 27° 13' 42" East 140.65 feet to a 5/8 inch iron pin; thence South 00° 25' 37" East 146.14 feet to a 5/8 inch iron pin; thence South 86° 46' 41" East 810.32 feet to a 5/8 inch iron pin; thence South 64° 58' 47" East 100.71 feet to a 5/8 inch iron pin; thence South 40° 33' 44" East 95.24 feet to a 5/8 inch iron pin; thence South 22° 14' 57" East 68.57 feet to a 5/8 inch iron pin; thence South 11° 20' 45" East 135.83 feet to a 5/8 inch iron pin; thence South 89° 48' 30" West 48.43 feet to a 5/8 inch iron pin; thence South 89° 49' 30" West 850.82 feet to a 5/8 inch iron pin; thence South 89° 52' 55" West 951.85 feet to the true point of beginning of this description, with bearings based on recorded Survey No. 1472, as recorded in the office of the Klamath County Surveyor.

KH-664.000

A parcel of land situated in Section 17 and 20, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Commencing at the intersection of the Northerly right of way line of Joe Wright Road, a county road, with the Easterly right of way line of the Dalles-California Highway, U. S. Highway No. 97, in the NE¼ NE¼ of said Section 19; thence North 03°38'00" East, along said Easterly right of way line of the Dalles-California Highway, 1220.68 feet; thence leaving said right of way North 89°52'55" East 951.85 feet to a 5/8 inch iron pin; thence North 89°40'30" East 850.82 feet to a 5/8 inch iron pin; thence North 89°48'30" East 48.43 feet to a 5/8 inch iron pin marking the true point of beginning of this description; thence North 11°20'45" West 135.83 feet to a 5/8 inch iron pin; thence North 22°14'57" West 68.57 feet to a 5/8 inch iron pin; thence North 40°33'44" West 95.24 feet to a 5/8 inch iron pin; thence North 64°58'47" West 100.71 feet to a 5/8 inch iron pin; thence North 86°46'41" West 810.32 feet to a 5/8 inch iron pin; thence North 00°25'37" West 146.14 feet to a 5/8 inch iron pin; thence North 27°13'42" West 140.65 feet to a 5/8 inch iron pin; thence North 02°37'35" East 230.34 feet to a 5/8 inch iron pin; thence North 81°53'08" East 126.58 feet to a 5/8 inch iron pin; thence North 08°58'34" West 390.22 feet to a 5/8 inch iron pin; thence North 49°07'57" East 740.83 feet to a 5/8 inch iron pin on the Westerly right of way line of the U.S.B.R. Lost River Diversion Canal; thence following said Westerly right of way line the following courses and distances: South 00°32' 20" East 239.14 feet, along the arc of a curve to the left (radius = 713.70 feet and central angel = 36°21' 00") 452.79 feet, South 36°53'20" East 194.00 feet, North 53° 06'40" East 20.00 feet, South 36°53'20" East 995. 70 feet, along the arc of a curve to the left (radius = 641.70 feet and central angle = 19°22'00") 216.90 feet, South 56°15'20" East 7.81 feet to the Northwesterly right of way line of the Southern Pacific Railroad; thence North 82°50'02" West 67.34 feet, thence South 89°48'30" West 526.55 feet to the true point of beginning of this description, with bearings based on recorded Survey No. 1472, as recorded in the office of the Klamath County Surveyor.

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 agrees that use of Grantor's driveway access during construction of the pipeline will be limited to movement of equipment and personnel necessary for pipeline construction and any such use will be executed in a timely manner as to minimize impacts to Grantor.
7. Grantee acknowledges that Grantor's land is irrigated through gravity fed irrigation ditches and canals during summer months. Pipeline construction will cross irrigation ditches on the Property and Grantee shall make best efforts to ensure open flow of water through these ditches and canals at all times.
8. Grantee agrees to H-brace all fences prior to clearing the Construction Workspace and to return all fences to a condition equal to or better than existed prior to construction.
9. Grantor will ensure that during construction, no silt overflow will disrupt irrigation to adjacent pastures and irrigation ditches will be maintained during and after the construction prior to allow for irrigation to continue as normal during the yearly periods of May 1st to October 31st.