

**2019-003982**

Klamath County, Oregon

04/15/2019 09:54:42 AM

Fee: \$127.00

RETURN ADDRESS

PACIFIC CONNECTOR GAS PIPELINE, LLC
125 CENTRAL AVENUE, SUITE 250
COOS BAY, OR 97420

DOCUMENT TITLE(s): TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**Reference Numbers(s) of related documents****GRANTOR(S)**

BRUCE D. JOHNSON AND BERNIE M. JOHNSON, AS TENANTS BY THE ENTIRETY

GRANTEE(S)

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

Legal Description

THAT CERTAIN PARCEL, OR PARCELS, OF LAND LYING IN SECTION 27, TOWNSHIP 40 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE FULLY DESCRIBED IN THE ATTACHED EXHIBIT B.

Assessor's Property Tax Parcel/Account Number

ANP: R104363; R104452



TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is entered into this 19th day of JANUARY, 2019 ("Effective Date"), by and among Bruce D. Johnson and Bernie M. Johnson, as tenants by the entirety, whose address is 4800 Washburn Way, Klamath Falls, OR 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 19th 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, 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.

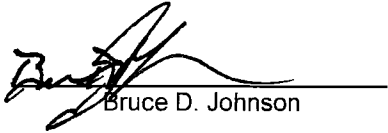
The term of this Agreement begins upon the Effective Date and expires on the fifth anniversary of the Effective Date ("**Expiration Date**"). At the election of Grantee, the term of this Agreement may be extended by up to five years following the Expiration Date in exchange for additional rental payments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

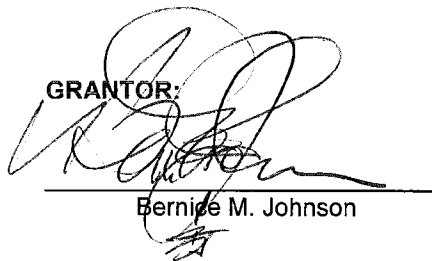
Grantee will not be held liable for damages of any kind that arise due to the negligent acts or willful misconduct of the Grantor, its successors, assigns, permittee, agents or contractors.

WITNESS THE EXECUTION THIS 19th day of January, 2019.

GRANTOR:


Bruce D. Johnson

GRANTOR:


Bernice M. Johnson

GRANTEE:

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

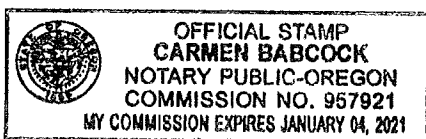

Tony Diace, Authorized Signatory

ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF Oregon ^{us} Klamath) ss.

On this 19th day of January, 2019, personally appeared Bernie M. Johnson
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:



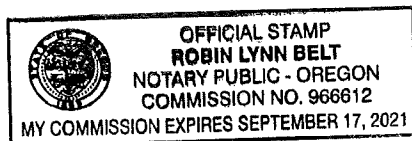
Carmen Babcock
Notary Public in and for the State of Oregon
My Commission Expires: 1/4/2021

ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF KLAMATH) ss.

On this 19TH day of FEBRUARY, 2019, personally appeared BRUCE D. JOHNSON
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:



Robin Lynn Belt
ROBIN LYNN BELT
Notary Public in and for the State of Oregon
My Commission Expires: 09/17/2021XXXXXX

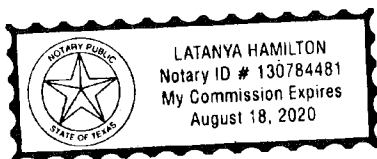
ACKNOWLEDGMENT


STATE OF TEXAS
COUNTY OF HARRIS

)
) ss.
)

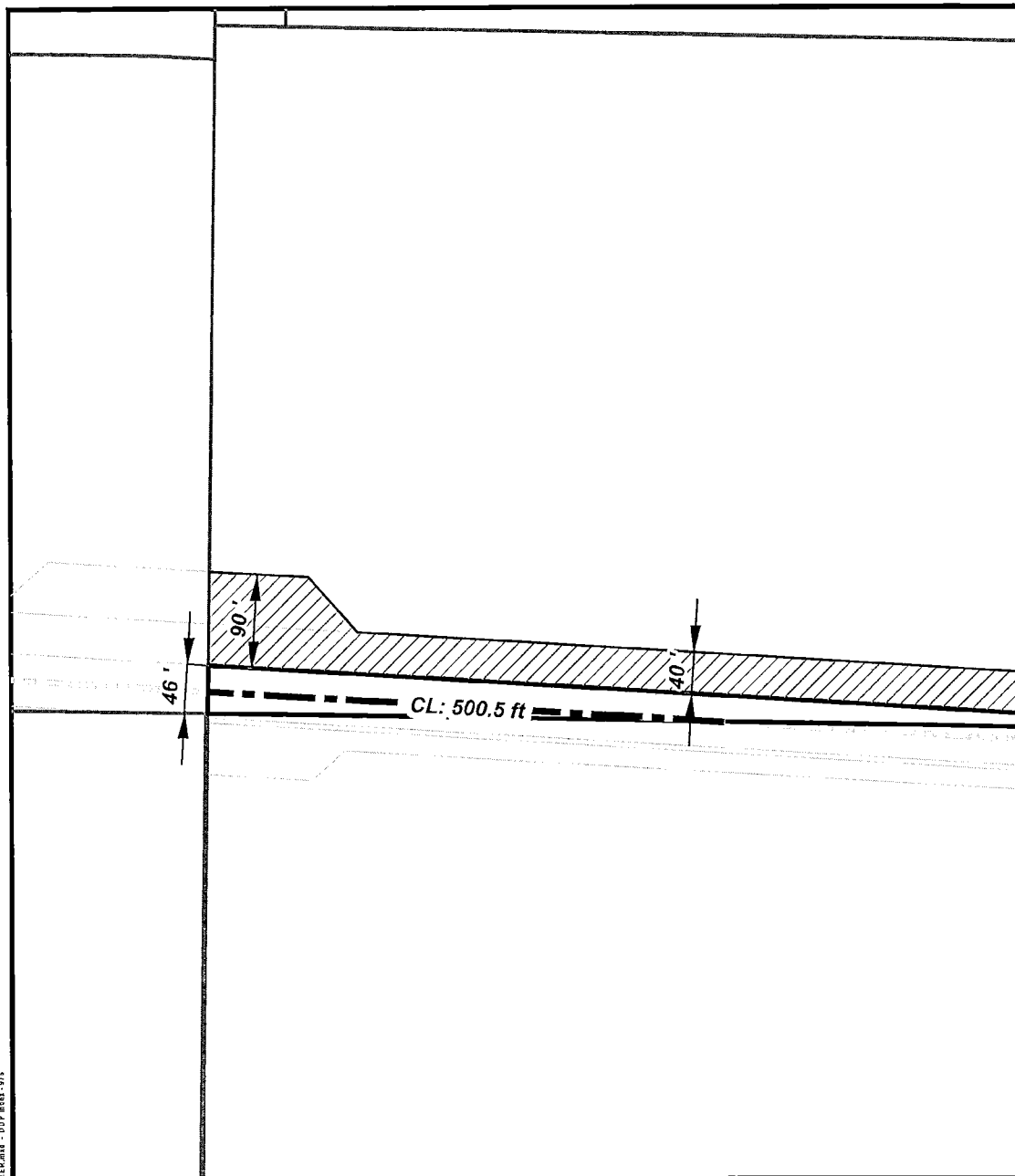
On this 9th day of April, 2019, personally appeared Tony Diorec,
proven to me to be the Authorized Signatory of Pacific Connector Gas Pipeline, LP, acting through its
general partner, Pacific Connector Gas Pipeline, LLC, and acknowledged that she/he signed the forgoing
instrument on behalf of and by 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



Source: P:\PCCP_Pipeline\Map\Tandem\DWG_CBLAMEER.mxd - DDP Info - 975

Length of Pipeline this Tract: 500.5 ft

Legend

- Proposed Pipeline
- ▨ Permanent Easement = 25,237.562 ft² | 0.579 ac.
- ▧ Temporary Extra Work Area = 81,934.473 ft² | 1.881 ac.
- ▩ Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- ▭ Property Line

0 75 150 300 Feet



REV
4

REVISED DATE:
10/11/2018

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP



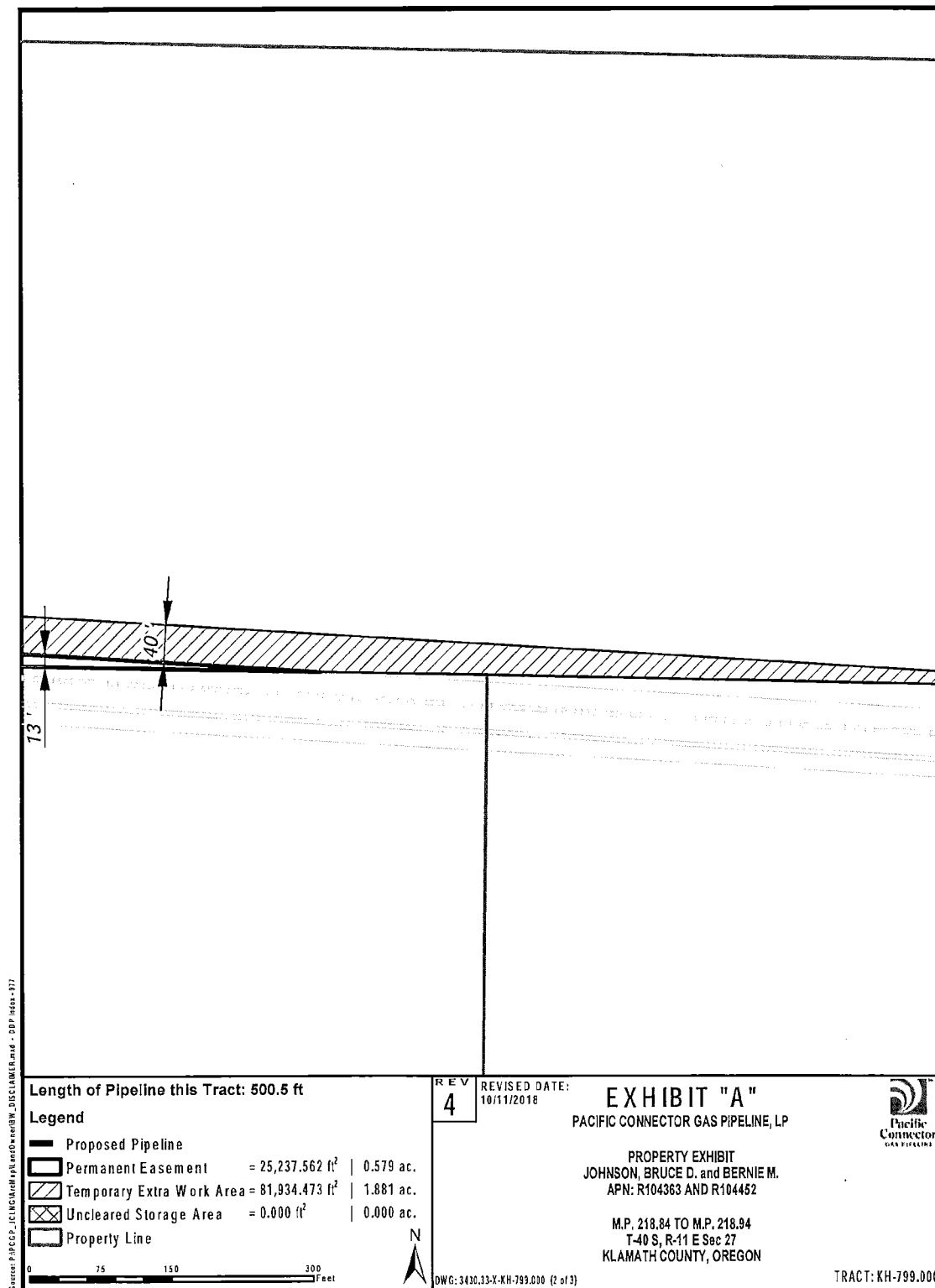
PROPERTY EXHIBIT
JOHNSON, BRUCE D. and BERNIE M.
APN: R104363 AND R104452

M.P. 218.84 TO M.P. 218.94
T-40 S, R-11 E Sec 27
KLAMATH COUNTY, OREGON

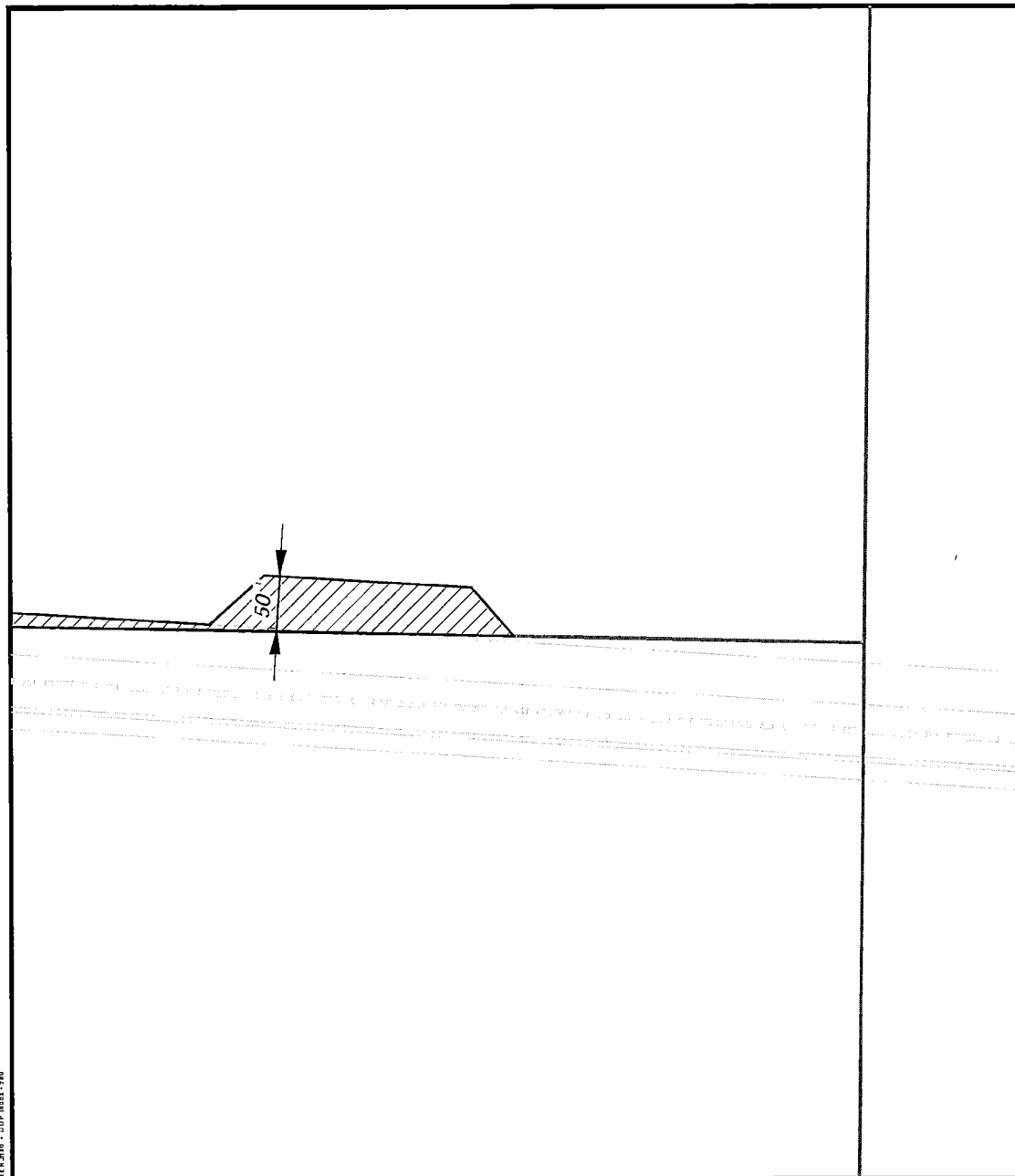
DWG: 3430.33-X-KH-799.000 (1 of 3)

TRACT: KH-799.000

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.



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.

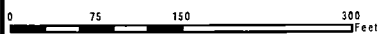


Source: P:\PCCP_JC\NCHRP\Map\KH-799\DWG-799-000.dwg, 2018-10-11

Length of Pipeline this Tract: 500.5 ft

Legend

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- Permanent Easement = 25,237.562 ft² | 0.579 ac.
- Temporary Extra Work Area = 81,934.473 ft² | 1.881 ac.
- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line



REV
4

REVISED DATE:
10/11/2018

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT
JOHNSON, BRUCE D. and BERNIE M.
APN: R104363 AND R104452

M.P. 218.84 TO M.P. 218.84
T-40 S, R-11 E Sec 27
KLAMATH COUNTY, OREGON



DWG: 2430.33-X-KH-799.000 (1 of 3)

TRACT: KH-799.000

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-799.000 & KH-802.000

The N $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$, of Section 27, Township 40 South, Range 11 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.
6. All boulders/rocks removed from job site will be neatly placed along the edge of the easement.
7. Pacific Connector will conduct a water quality/quantity test on the well before, and after construction, and will return water quality/quantity to an equal or better level than that prior to construction.
8. All trees that are removed will be neatly placed/decked in north pasture near stable. All stumps/trimmings etc. will be removed from site, and holes will be filled with appropriate top soil.
9. The two "Heritage" junipers and their canopies to the north of the proposed easement must be protected. (They are not in the easement but they are close.)
10. There is a cross fence that will need to be removed as part of the easement. Additionally, the fence currently separating their property with the neighbor to the south will need to be replaced as well. We will get an estimate together for this.
11. My clients will need a new well so that newly planted trees/landscaping can be established post-construction. This is needed due to the easement destroying the natural landscaping currently present on the property. My client has an estimate for this that we can make available to you.
12. Pacific Connector will clearly survey and mark the exact southern lot boundaries of both tax lots. (3 clearly marked points.)
13. My clients would like a commitment from PC that construction will commence within a certain time period. If it does not, then easement will revert back to property owner and all money will be kept by property owner.
14. Pacific Connector will ensure that Pope Road, and Dodd's Hollow road are maintained to the current or a better level during and immediately after construction is complete.