

2019-006914

Klamath County, Oregon

06/19/2019 04:05:01 PM

Fee: \$152.00

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)

RABO AGRIFINANCE LLC

GRANTEE(S)

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

Legal Description

THOSE CERTAIN PARCELS OF LAND LYING IN SECTIONS 01 & 02, TOWNSHIP 40 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

R91518, R91466, R91233, R91215, R91359, R91199 & R91171

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is entered into this 4th day of January, 2019 ("Effective Date"), by and among Rabo Agrifinance, whose address is 14767 N. Outer 40 Road, Suite 400, Chesterfield, Missouri 63017 ("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 4th 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 4th day of January ~~2018~~ 2019 *SD*

GRANTOR:

Rabo Agrifinance LLC

By: 

Stephen A. Tornio, Vice-President

GRANTEE:

Pacific Connector Gas Pipeline, LP

by its general partner, Pacific Connector Gas Pipeline, LLC


Tony Diaee, Authorized Signatory

ACKNOWLEDGMENT

Wisconsin
STATE OF MISSOURI)
COUNTY OF St. Croix) ss.

ROBYN MURPHY
Notary Public
State of Wisconsin

On this 4th day of January, in the year 2019, before me, a Notary Public in and for said state, personally appeared Stephen Tarnio, Vice President of Rabo Agrofinance LLC, known to me to be the person who executed the within instrument or conveyance on behalf of said entity and acknowledged to me that he or she executed the same for the purposes therein stated.

[Signature]
Notary Public

Print Robyn Murphy

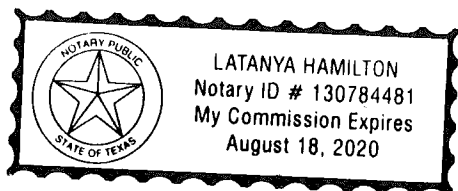
My commission expires: 3/15/2020

ACKNOWLEDGMENT

STATE OF TEXAS)
COUNTY OF Harris) ss.

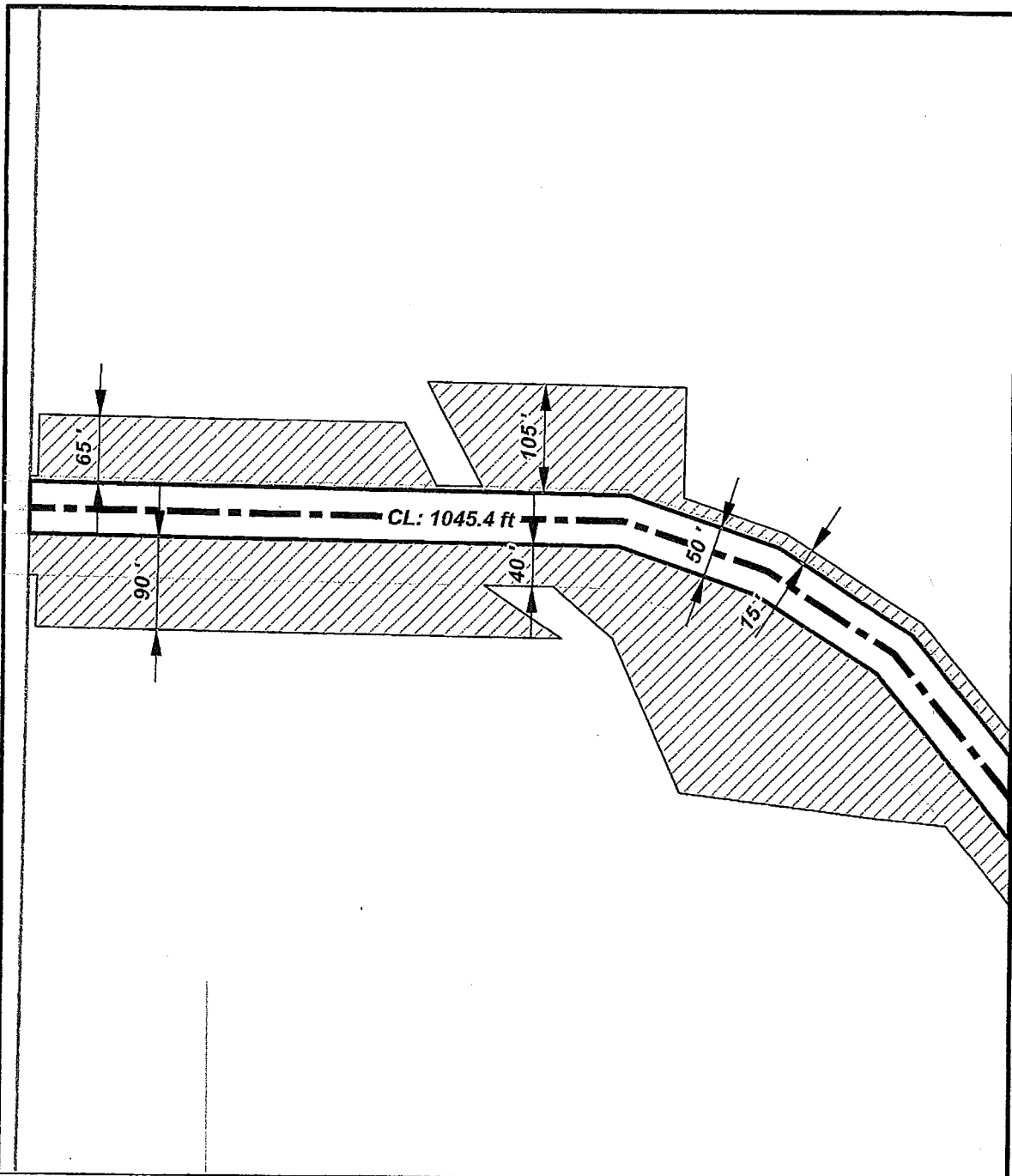
On this 29th day of January, 2018, personally appeared Tony Diocee, proven to me to be the Authorized Signatory of Pacific Connector Gas Pipeline, LP, acting through its general partner, Pacific Connector Gas Pipeline, LLC, and acknowledged that she/he signed the forgoing instrument on behalf of and 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: 1538.86 ft

Legend

- Proposed Pipeline
- Permanent Easement = 76,944.450 ft² | 1.766 ac.
- Temporary Extra Work Area = 189,814.411 ft² | 4.358 ac.
- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line

0 75 150 300 Feet



REV 5
REVISED DATE:
12/13/2018

EXHIBIT "A"

PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT
RABO AGRIFINANCE, LLC
APN: R91518 AND R91466

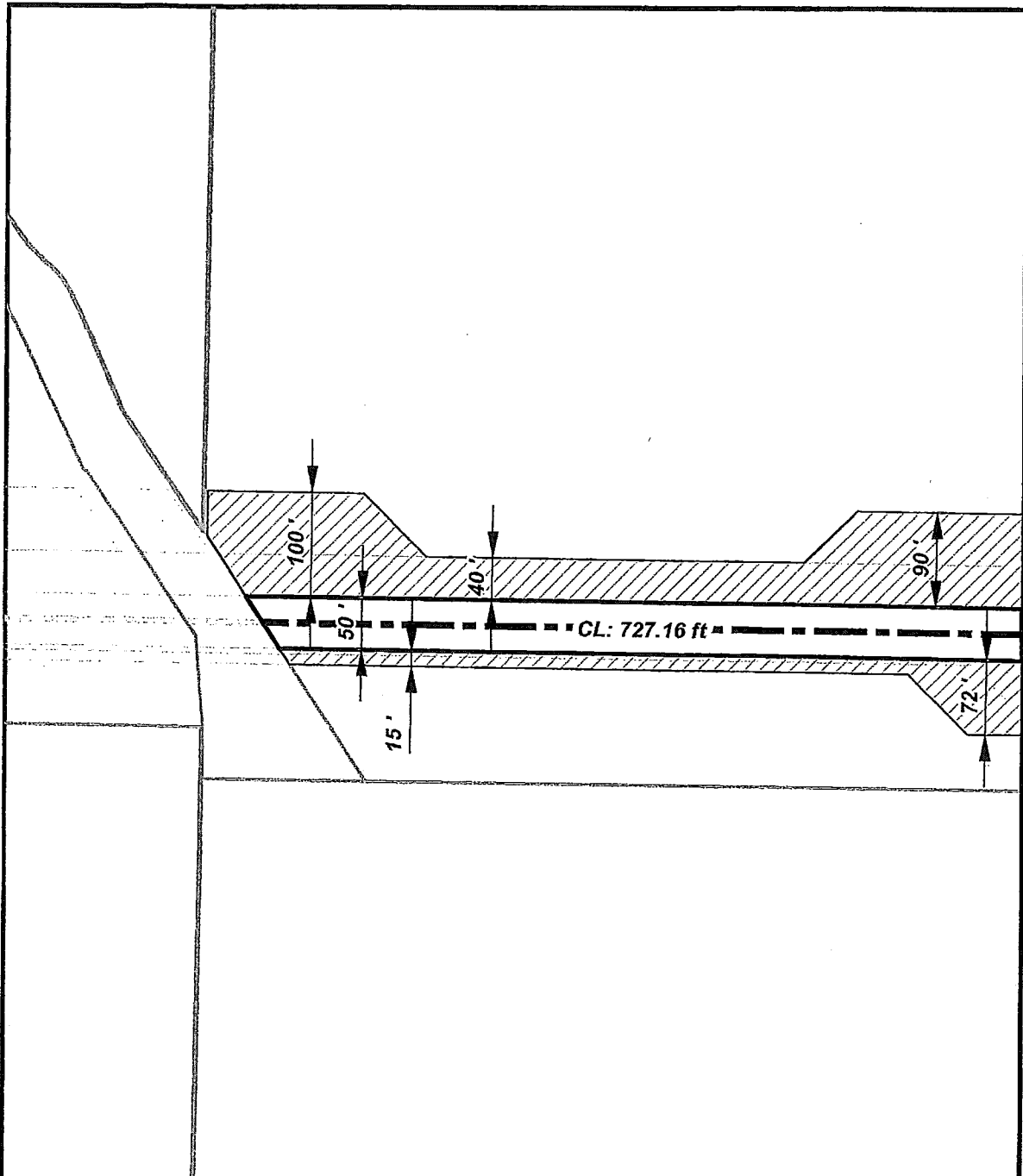
M.P. 204.66 TO M.P. 204.83
T-40 S, R-9 E Sec 2
KLAMATH COUNTY, OREGON



DWG: 3430.33-X-KH-702.000 (1 of 1)

TRACT: KH-702.000

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: 957.6 ft

Legend

- Proposed Pipeline
- ▬ Permanent Easement = 47,879.870 ft² | 1.099 ac.
- ▨ Temporary Extra Work Area = 87,086.541 ft² | 1.999 ac.
- ▩ Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- ▭ Property Line

0 75 150 300 Feet



REV
4

REVISED DATE:
12/13/2018

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT
RABO AGRIFINANCE, LLC
APN: R91233

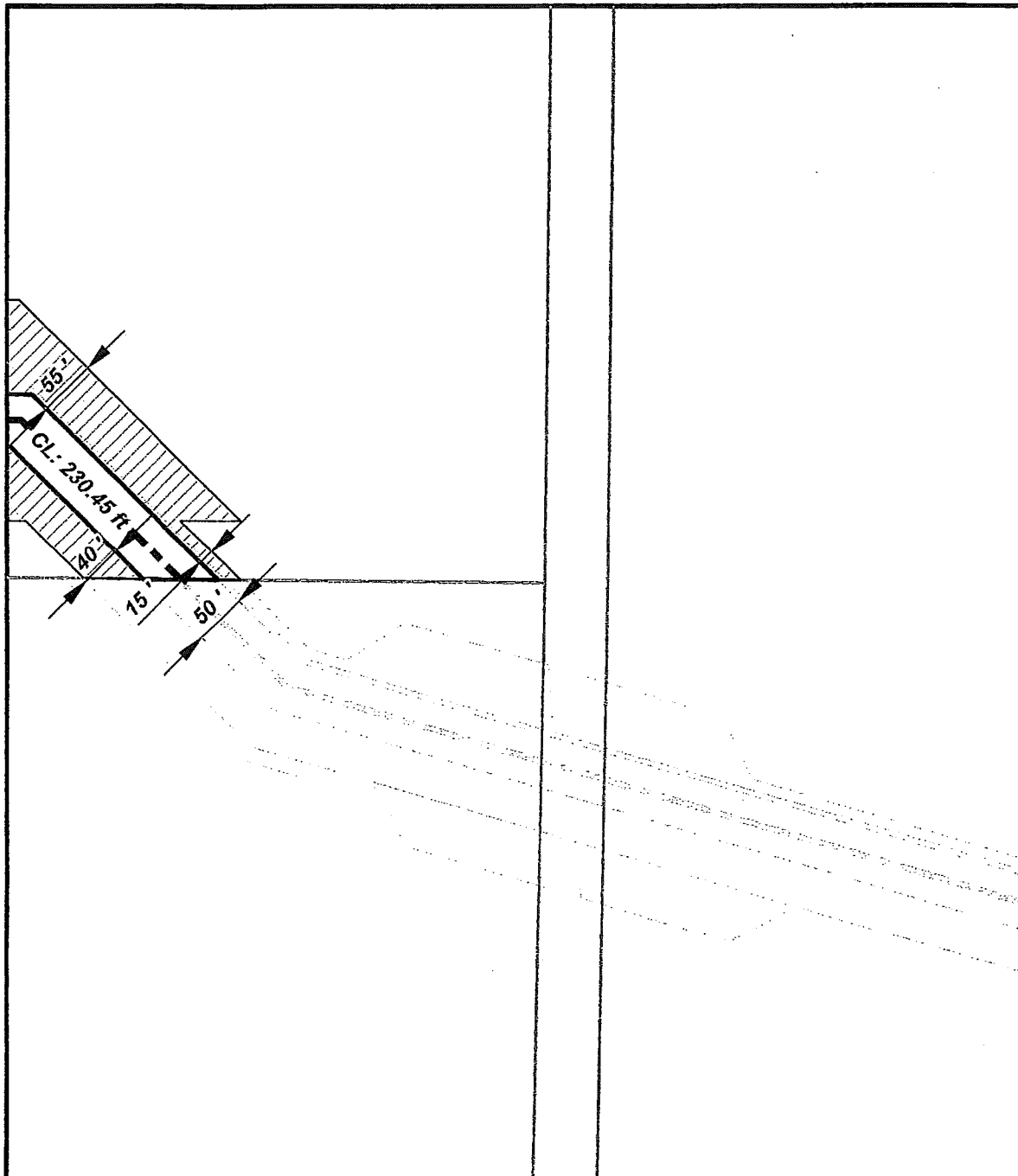
M.P. 205.51 TO M.P. 205.70
T-40 S, R-9 E Sec 2
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-709.000 (1 of 2)

TRACT: KH-709.000



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Length of Pipeline this Tract: 957.6 ft

Legend

- Proposed Pipeline
- Permanent Easement = 47,879.870 ft² | 1.099 ac.
- Temporary Extra Work Area = 87,086.541 ft² | 1.999 ac.
- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line

0 75 150 300 Feet



REV
4

REVISED DATE:
12/13/2018

EXHIBIT "A"

PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT
RABO AGRIFINANCE, LLC
APN: R91233

M.P. 205.51 TO M.P. 205.70
T-40 S, R-9 E Sec 2
KLAMATH COUNTY, OREGON

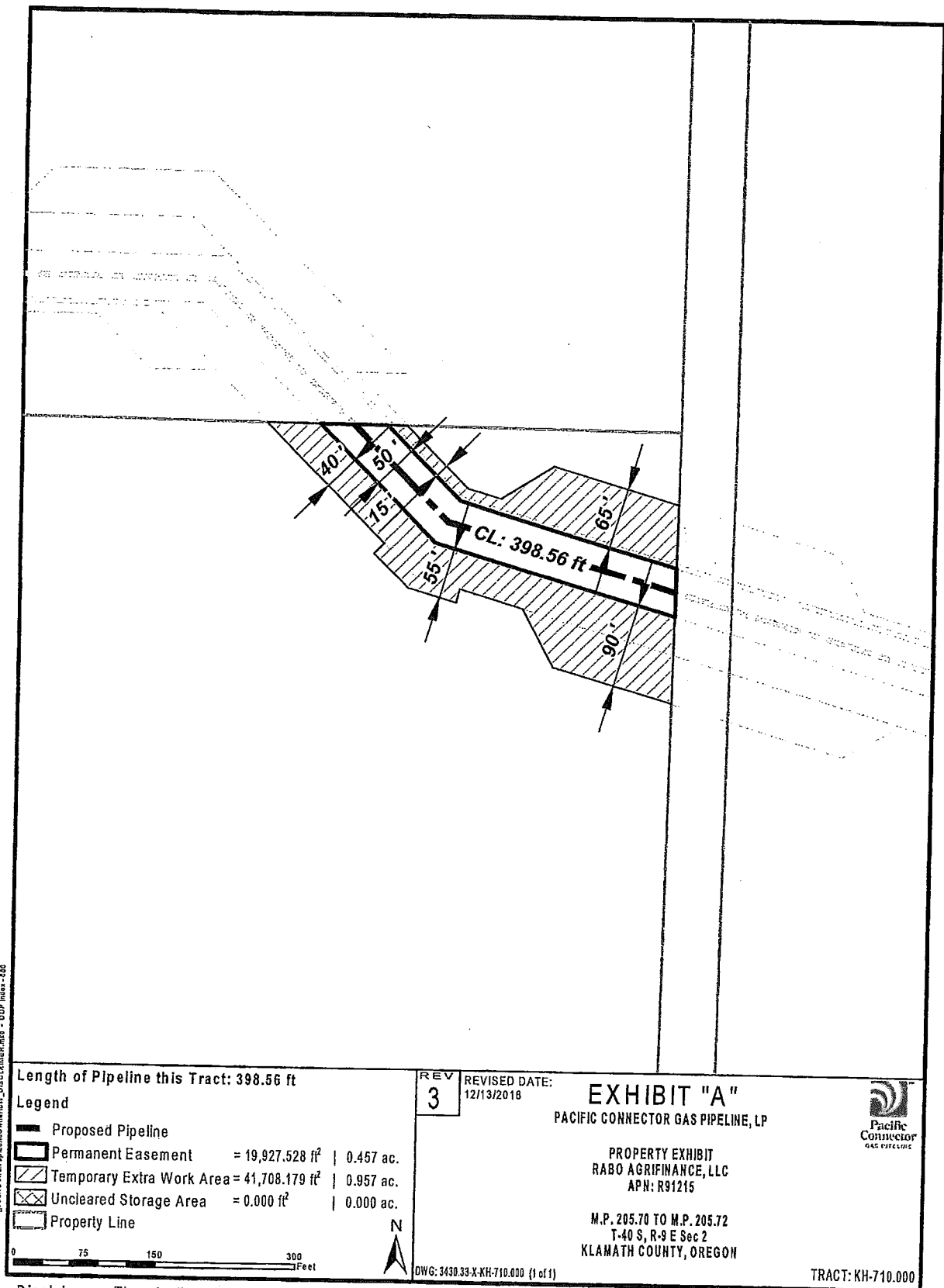


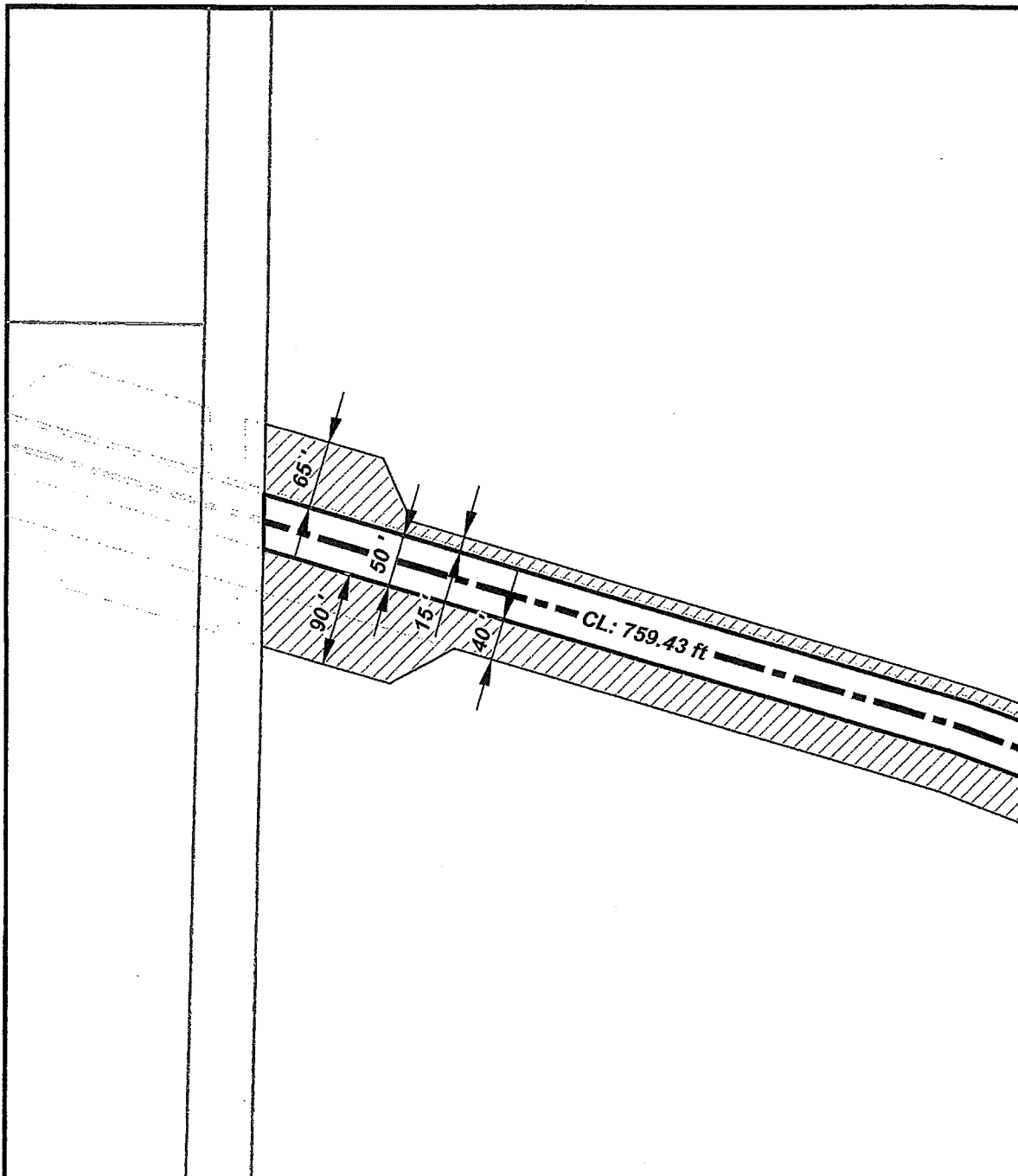
DWG: 3438.33-X-KH-709.000 (2 of 2)

TRACT: KH-709.000

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Source: P:\PDCOP_JC\MO\Map\ppl\LandOwner\BW_DISCLAIMER.mxd • DDP Index - 200





Length of Pipeline this Tract: 1354.03 ft

Legend

- Proposed Pipeline
- Permanent Easement = 67,701.610 ft² | 1.554 ac.
- Temporary Extra Work Area = 116,149.696 ft² | 2.666 ac.
- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line

0 75 150 300 Feet



REV
3

REVISED DATE:
12/13/2018

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT
RABO AGRIFINANCE, LLC
APN: R91199

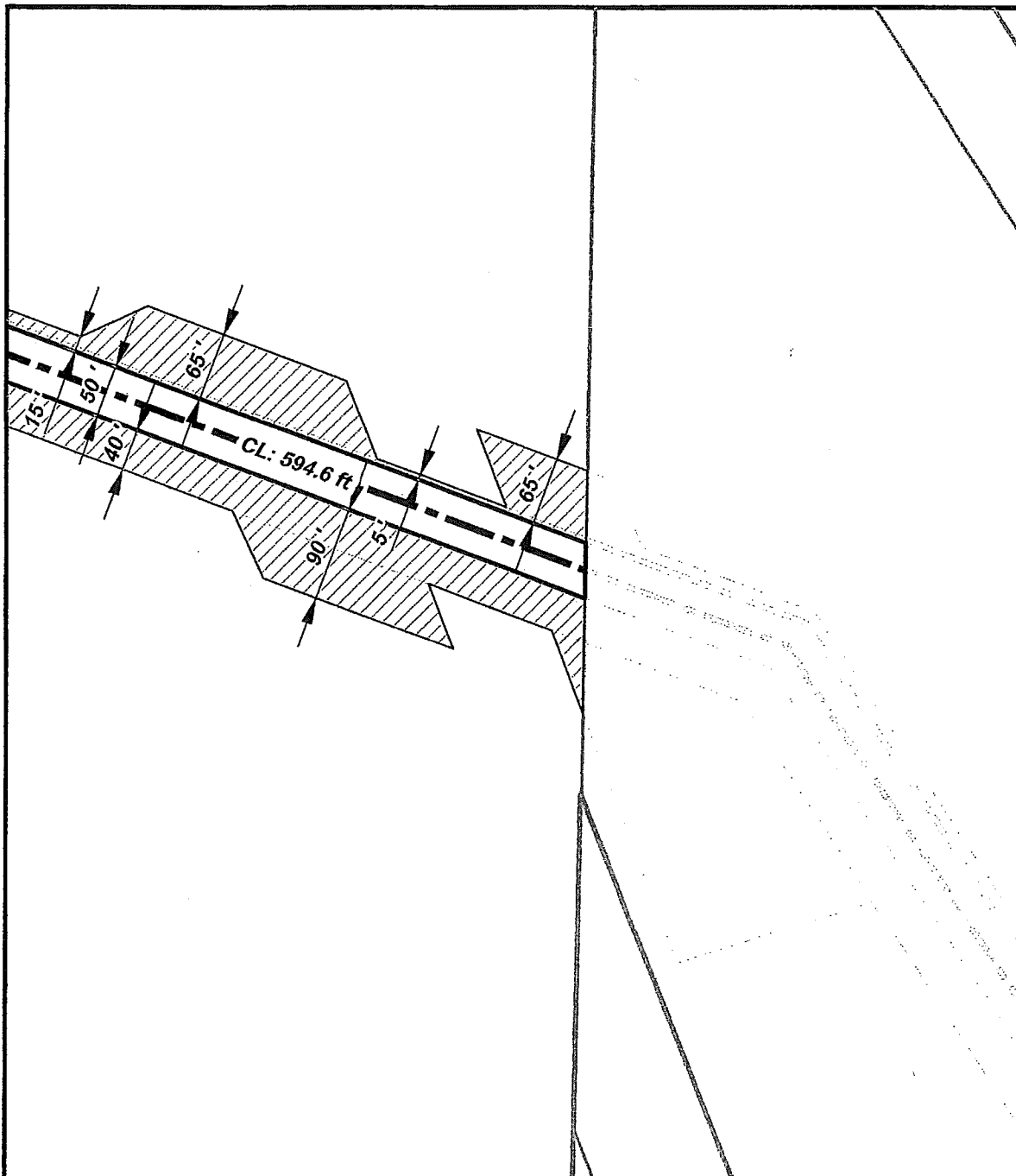
M.P. 205.73 TO M.P. 205.99
T-40 S, R-9 E Sec 1
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-712.000 (1 of 2)

TRACT: KH-712.000



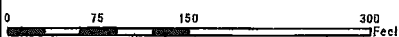
Disclaimer: The pipeline alignment shown is based on a line survey conducted by the project if permission to survey the property was granted by the landowner. The property boundary information was obtained from County tax maps. Because this exhibit is not based on a property survey the actual right-of-way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



Length of Pipeline this Tract: 1354.03 ft

Legend

- Proposed Pipeline
- Permanent Easement = 67,701.610 ft² | 1.554 ac.
- Temporary Extra Work Area = 116,149.896 ft² | 2.666 ac.
- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line



REV
3

REVISED DATE:
12/13/2018

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP



PROPERTY EXHIBIT
RABO AGRIFINANCE, LLC
APN: R91199

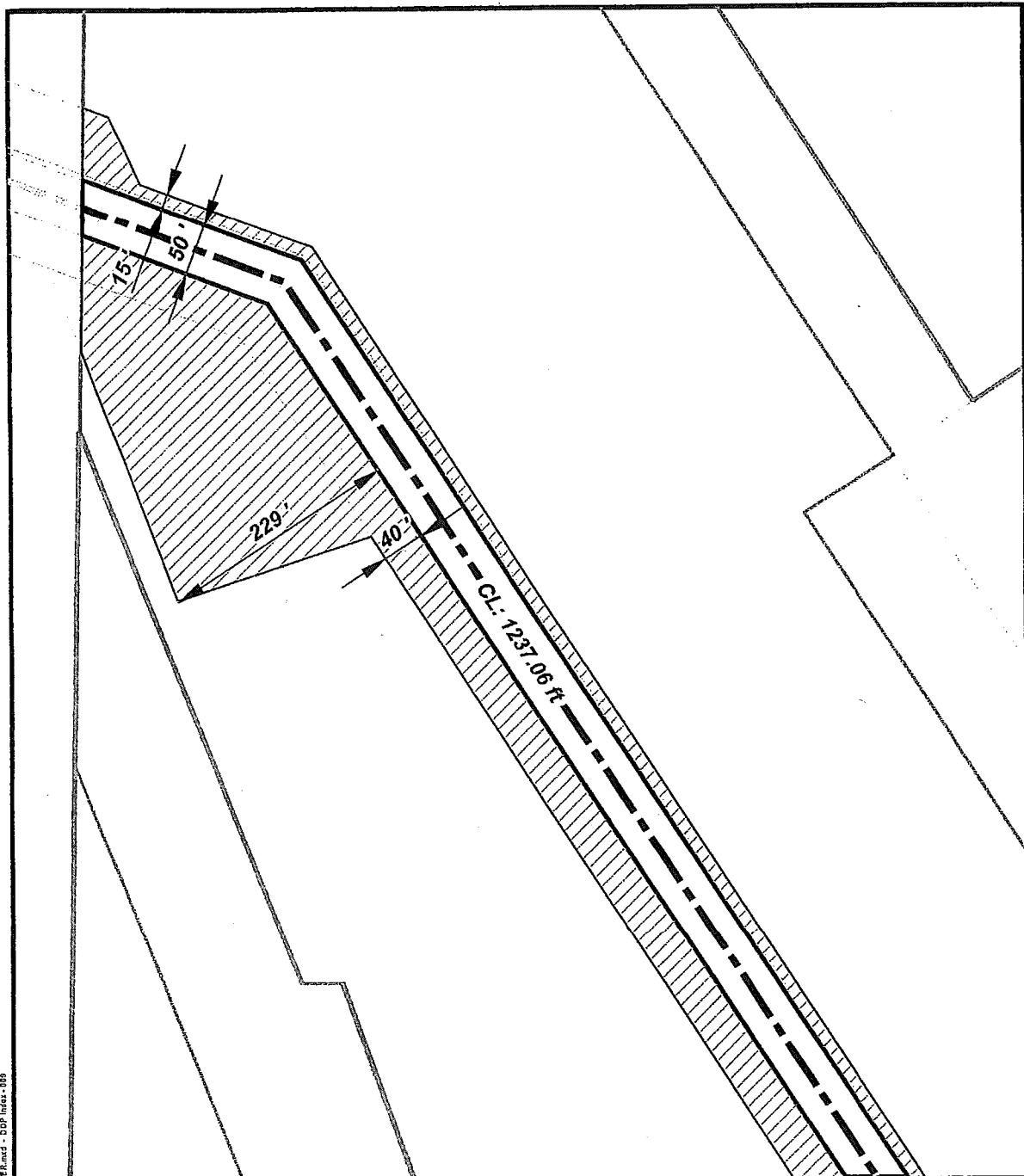
M.P. 205.73 TO M.P. 205.99
T-40 S, R-9 E Sec 1
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-712.000 (2 of 2)

TRACT: KH-712.000

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Source: P:\PCGP_JCH\GWS\Layouts\and\meas\DWG_DISCLAIMER.mxd - DDP Info - 085



Length of Pipeline this Tract: 2218.09 ft

Legend

	Proposed Pipeline		
	Permanent Easement	= 110,904.996 ft ²	2.546 ac.
	Temporary Extra Work Area	= 170,602.440 ft ²	3.916 ac.
	Uncleared Storage Area	= 0.000 ft ²	0.000 ac.
	Property Line		

0 75 150 300 Feet



REV
3

REVISED DATE:
12/13/2018

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT
RABO AGRIFINANCE, LLC
APN: R91171

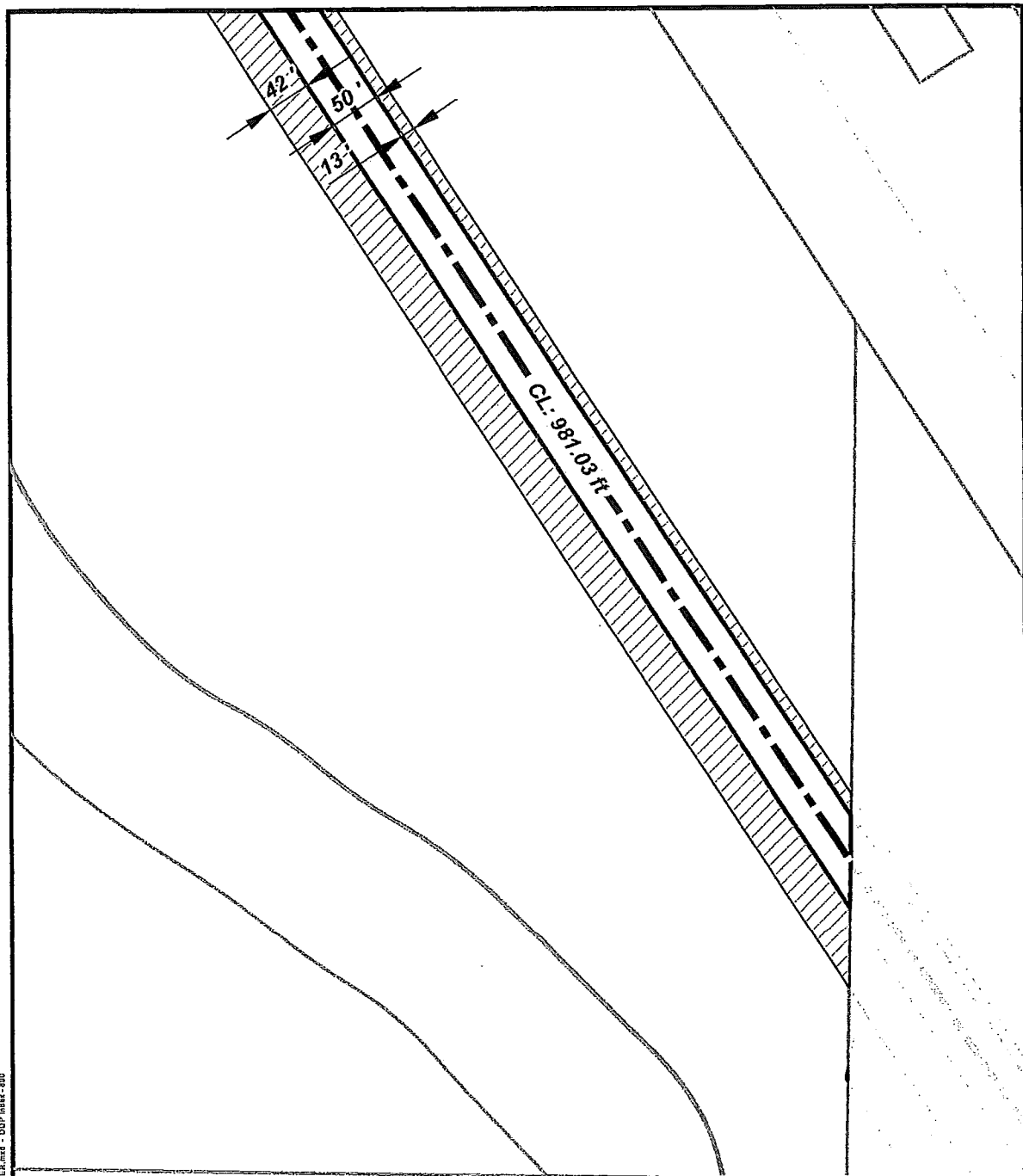
M.P. 205.99 TO M.P. 206.41
T-40 S, R-9 E Sec 1
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-714.000 (1 of 2)



TRACT: KH-714.000

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:\PDCP_1\CHG\Map\Leg\LandOwne2SW_DISCLAIMER.mxd - DOP Inset-200

Length of Pipeline this Tract: 2218.09 ft

Legend

- Proposed Pipeline
- Permanent Easement = 110,904.996 ft² | 2.546 ac.
- Temporary Extra Work Area = 170,602.440 ft² | 3.916 ac.
- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line

0 75 150 300 Feet



REV
3

REVISED DATE:
12/13/2018

EXHIBIT "A"
PACIFIC CONNECTOR GAS PIPELINE, LP



PROPERTY EXHIBIT
RABO AGRIFINANCE, LLC
APN: R91171

M.P. 205.99 TO M.P. 206.41
T-40 S, R-9 E Sec 1
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-714.000 (2 of 2)

TRACT: KH-714.000

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EXHIBIT B

KH-702.000

The W½ NW¼ of Section 2, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

KH-709.000

The SE¼ of the NE¼ of Section 2, Township 40 South, Range 9 East of the Willamette Meridian, lying Southwesterly of the right of way line of the C4 (Formerly E) Canal, Klamath County, Oregon.

KH-710.000

The E½ SE¼ of Section 2, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

SAVING AND EXCEPTING THEREFROM 5 acres forming a square in the Southwest corner of the SE¼ SE¼ conveyed for cemetery.

KH-712.000

The SW¼ of the NW¼ and the W½ of the SW¼, in Section 1, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; except 2.34 acres in the SW¼ of the NW¼ conveyed to Modoc Northern Railway Company in Volume 30, Page 479, Deed Records of Klamath County, Oregon; and except those portions lying within Homedale Road.

And except that portion thereof lying in the Southern Pacific Railroad right of way.

And excepting that portion thereof conveyed to the California Oregon Power Company by Deed recorded September 21, 1946 in Volume 196, Page 72, Deed Records of Klamath County, Oregon being a strip of land of undisclosed width for a power line right of way, the centerline of which is described as follows:

Beginning at a point on the Northeasterly right of way boundary of the U.S.R.S. South Branch Canal and 1-B Drain, said point being South 63° 42' East 1463.0 feet from the Westerly Quarter corner of Section 1, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence from said point of beginning North 0° 32' West 989.0 feet; thence North 71° 32' West 125.0 feet to the end of said power line.

KH-714.000

A tract of land situated in Section 1, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the Southeast corner of the SE¼ SW¼ of Section 1; thence North along the North-South centerline of said section to the Southerly right of way line of the Southern Pacific Railroad Company right of way; thence Northwest along said right of way line to the West line of the SE¼ NW¼ of said section; thence South to the Northeasterly right of way line of the South Branch of the "C" Canal as now located; thence Southeasterly along said right of way to the South line of said section; thence East to the point of beginning. Excepting Therefrom, that portion lying within the boundaries of the Lower Lake Road.

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.