

**2019-008608**

**Klamath County, Oregon**

**07/30/2019 01:33:01 PM**

**Fee: \$127.00**

**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)**

LORI A. LESTER

**GRANTEE(S)**

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

**Legal Description**

THAT CERTAIN PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 40 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE FULLY DESCRIBED IN EXHIBIT B.

**Assessor's Property Tax Parcel/Account Number**

R91554

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

**THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement")** is entered into this 19 day of June, 2019 ("**Effective Date**"), by and among Lori A. Lester, whose address is 3620 Old Midland Road, 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 19 day of June, 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. Upon termination, Grantee shall execute any and all documents requested by Grantor that are reasonably necessary to reconvey any interest granted hereunder, such that the title to the Property will reflect the absence of any encumbrance resulting from this Agreement.

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.

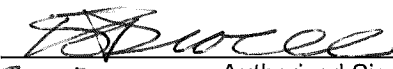
Grantee will not be held liable for damages of any kind that arise due to the negligent acts or willful misconduct of the Grantor, its successors, assigns, permittee, agents or contractors.

WITNESS THE EXECUTION THIS 19 day of June, 2019.

**GRANTOR:**

  
Lori A. Lester

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

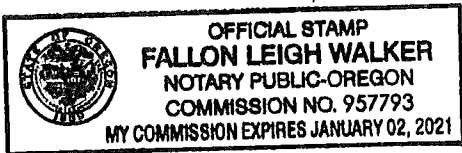
  
Tony Diocce, Authorized Signatory

ACKNOWLEDGMENT

STATE OF OREGON )  
COUNTY OF Klamath ) ss.

On this 19 day of June, 2019, personally appeared Lori Lester,  
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: Fallon Leigh Walker



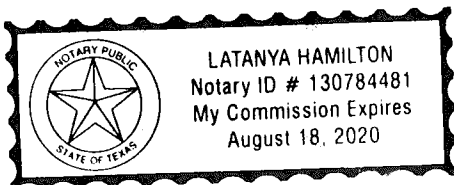
[Signature]  
Notary Public in and for the State of Oregon  
My Commission Expires: January 02, 2021

ACKNOWLEDGMENT

STATE OF TEXAS )  
COUNTY OF HARRIS ) ss.

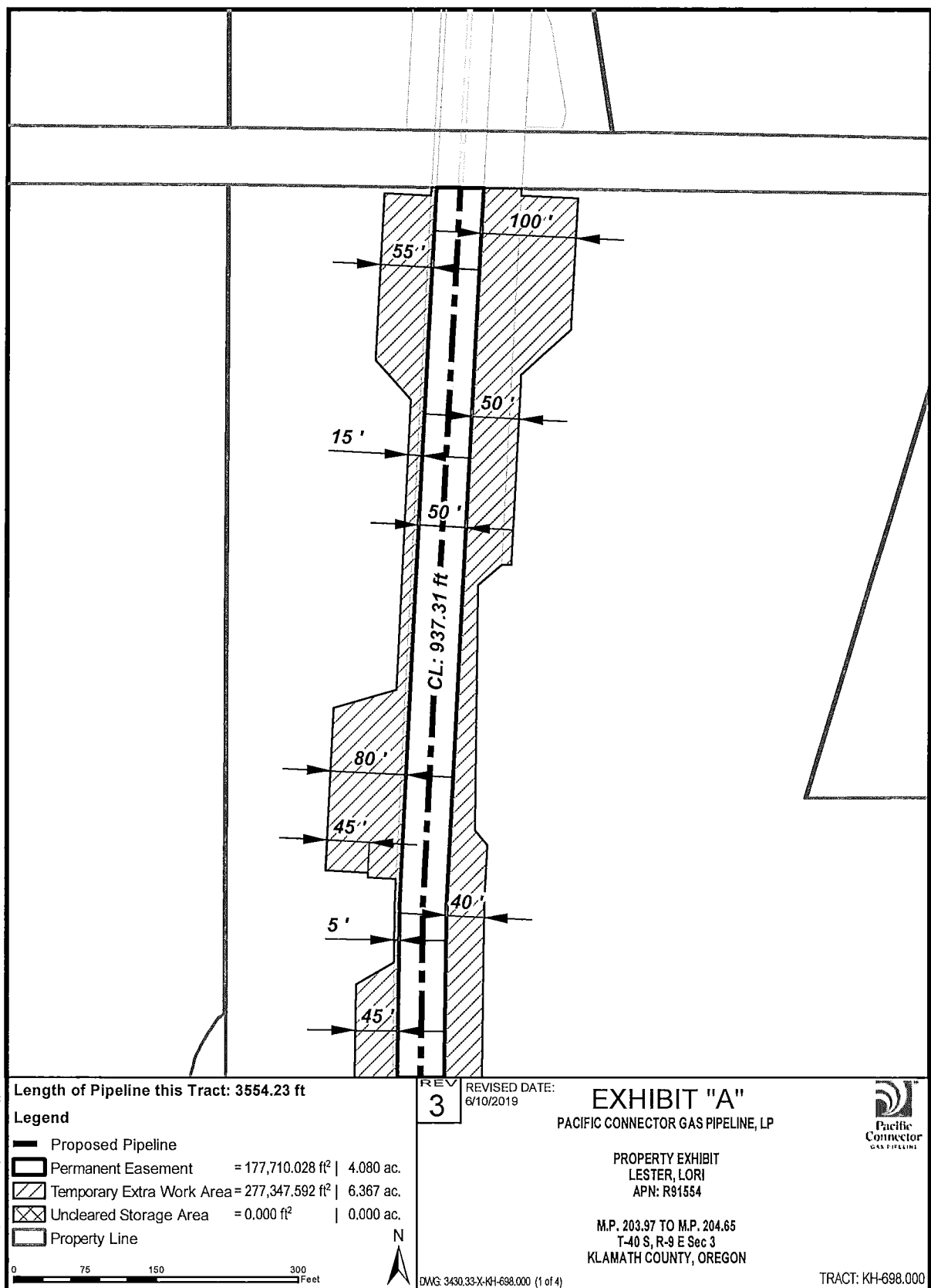
On this 10<sup>th</sup> day of July, 2019, personally appeared Tony Diocee,  
proven to me to be the Authorized Signatory of Pacific Connector Gas Pipeline, LP, acting through  
its General Partner, Pacific Connector Gas Pipeline, LLC, and acknowledged that she/he signed the  
forgoing instrument on 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:

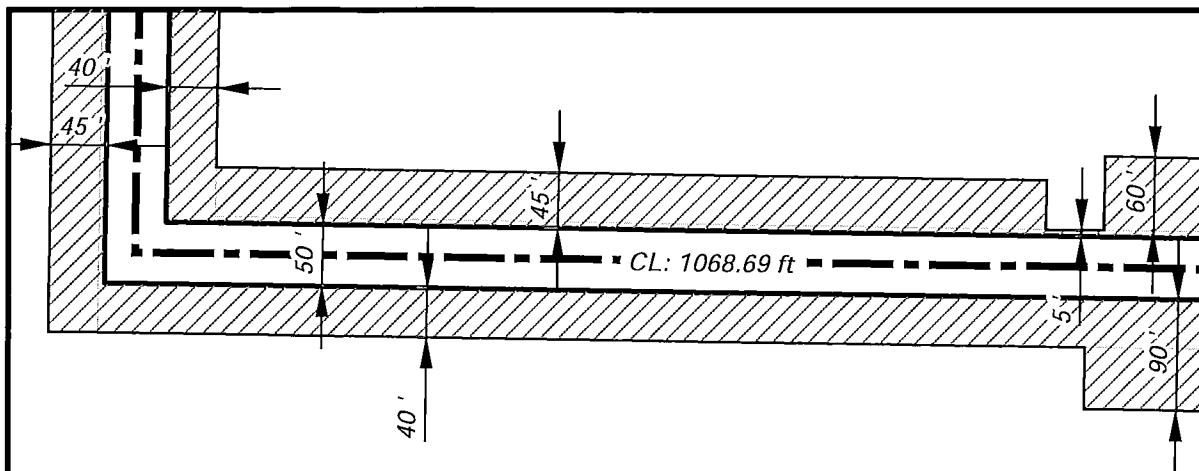


[Signature]  
Notary Public in and for the State of Texas  
My Commission Expires: August 18, 2020

Source: C:\Users\blarousan\Documents\6793 - PCGP\Approved RVR Exhibit\BWRVR.med - DDP Index - 874



**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: 3554.23 ft

**Legend**

- Proposed Pipeline
- Permanent Easement = 177,710.028 ft<sup>2</sup> | 4.080 ac.
- Temporary Extra Work Area = 277,347.592 ft<sup>2</sup> | 6.367 ac.
- Undeared Storage Area = 0.000 ft<sup>2</sup> | 0.000 ac.
- Property Line

0 75 150 300 Feet



REV  
3

REVISED DATE:  
6/10/2019

**EXHIBIT "A"**  
PACIFIC CONNECTOR GAS PIPELINE, LP



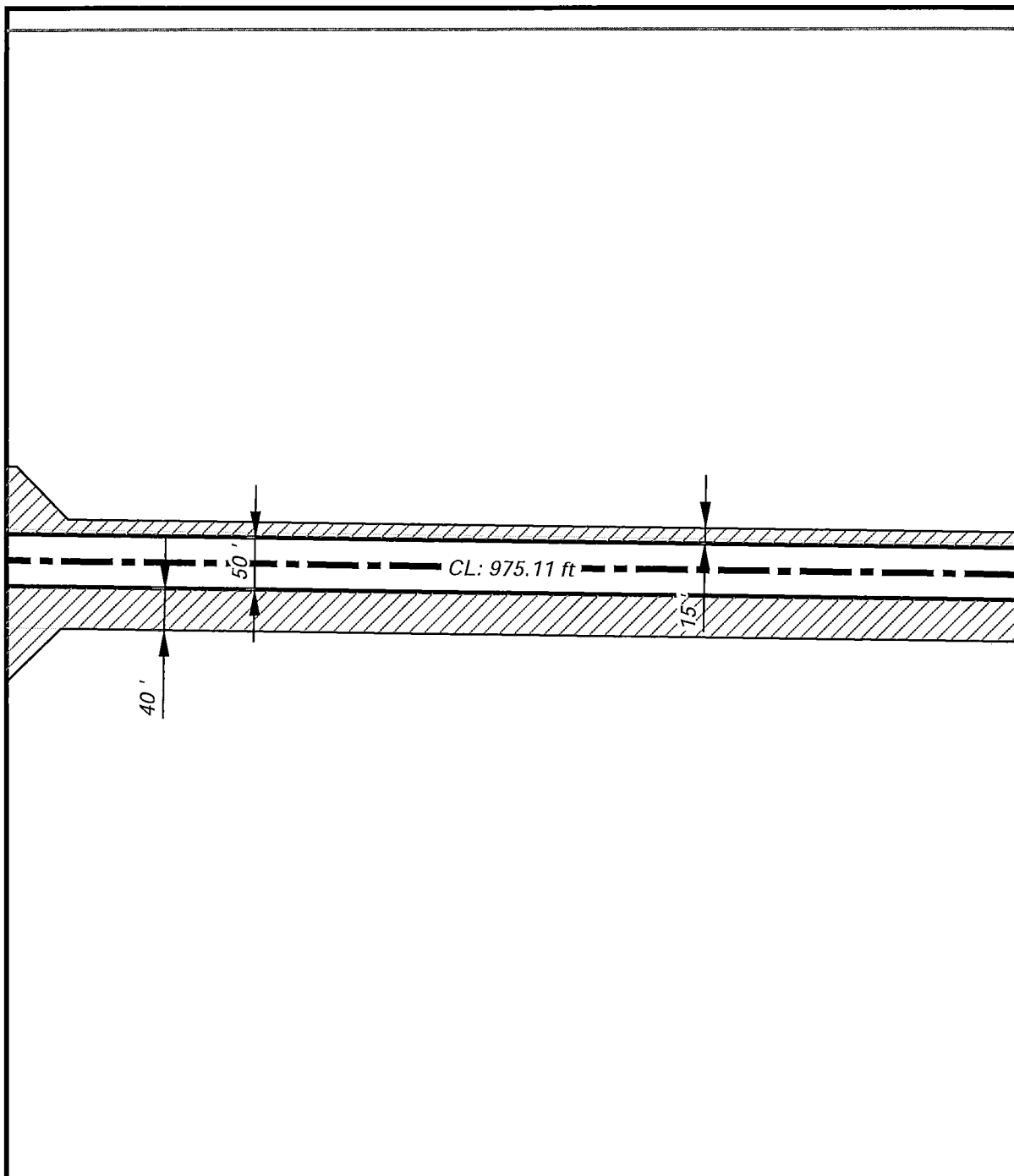
PROPERTY EXHIBIT  
LESTER, LORI  
APN: R91554

M.P. 203.97 TO M.P. 204.65  
T-40 S, R-9 E Sec 3  
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-698.000 (2 of 4)

TRACT: KH-698.000

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- Property Line

0 75 150 300 Feet



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3

REVISED DATE:  
6/10/2019

**EXHIBIT "A"**  
PACIFIC CONNECTOR GAS PIPELINE, LP



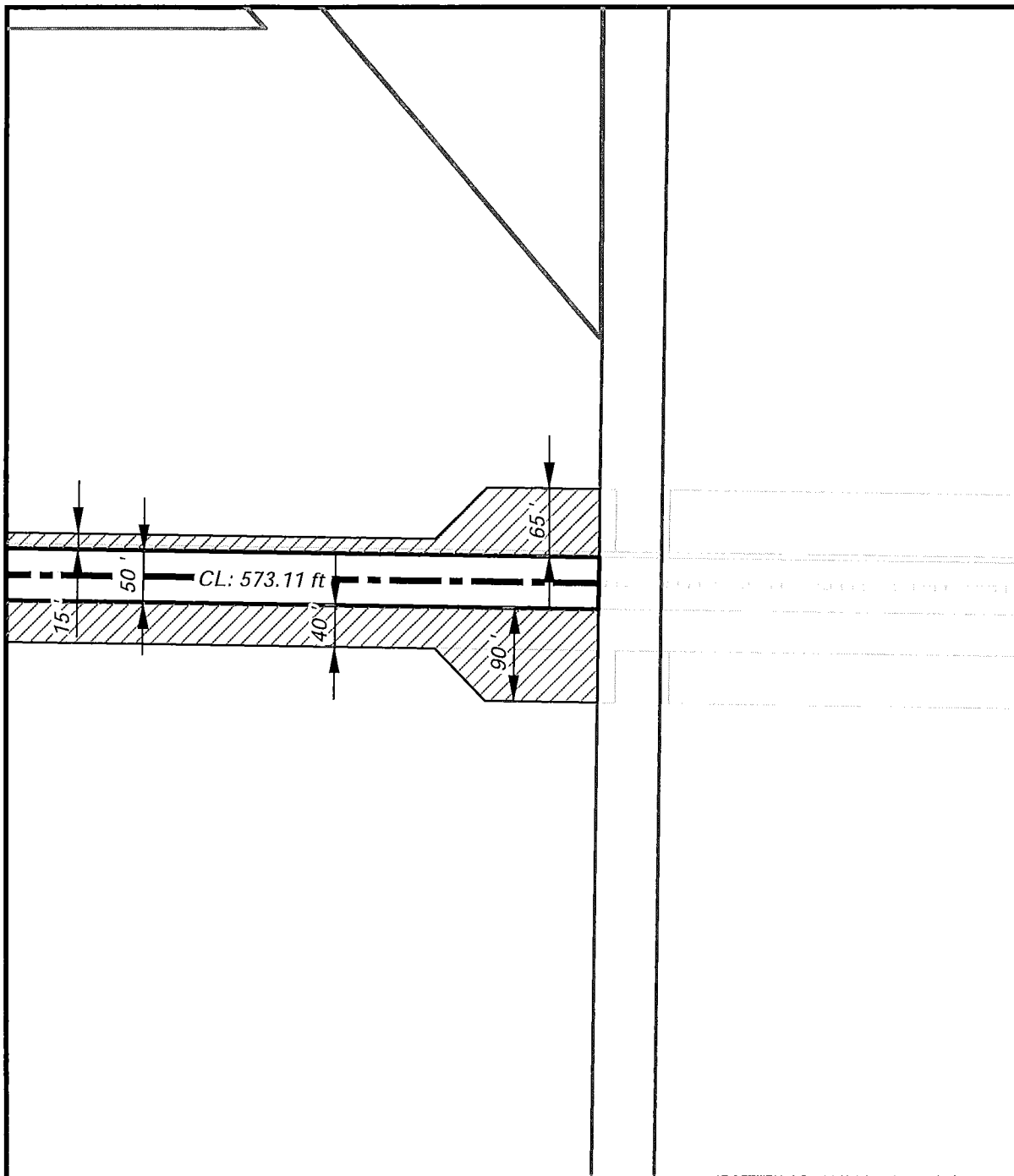
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LESTER, LORI  
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OWG: 3430.33-X-KH-698.000 (3 of 4)

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- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line

0 75 150 300 Feet



REV  
3

REVISED DATE:  
6/10/2019

**EXHIBIT "A"**  
PACIFIC CONNECTOR GAS PIPELINE, LP



PROPERTY EXHIBIT  
LESTER, LORI  
APN: R91554

M.P. 203.97 TO M.P. 204.65  
T-40 S, R-9 E Sec 3  
KLAMATH COUNTY, OREGON

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## EXHIBIT B

**KH-698.000**

The NE $\frac{1}{4}$  (also described as S $\frac{1}{2}$  of NE $\frac{1}{4}$  and Lots 1 and 2) of Section 3, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

SAVING AND EXCEPTING THEREFROM the following described tract of land situated in the N $\frac{1}{2}$  NE $\frac{1}{4}$  of Section 3, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Northeast corner of said Section 3; thence South 89° 54' 58" West along the North line of said Section 3, said line also being the centerline of Old Midland Road, 1857.24 feet; thence South 00° 05' 02" East 30.00 feet, to a 1/2 inch iron pin on the Southerly right of way line of said Old Midland Road; thence South 00° 05' 02" East 108.14 feet to a 1/2 inch iron pin; thence South 35° 07' 04" West 100.08 feet to a 1/2 inch iron pin; thence South 16° 46' 10" West 460.58 feet to a 1/2 inch iron pin in an existing fence; thence North 88° 56' 03" East generally along said existing fence and its extension, 1760.99 feet to the Northeasterly right of way line of the U.S.B.R. No. 3 Drain; thence Southerly along said Northeasterly right of way line to its intersection with the East line of said Section 3, said line also being the centerline of Spring Lake Road; thence North 00° 07' 00" West to the point of beginning.

SAVING AND EXCEPTING any portion lying within the boundaries of Old Midland Road and Spring 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, as soon as reasonably possible, and in no event shall any construction waste or debris remain 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. During construction, and to the extent possible, Grantee shall avoid unreasonably interfering with Grantor's use of and access to the outdoor riding arena located on the Property.
7. In cultivated fields, Grantee will ensure that up to the top twelve (12) inches of topsoil is segregated from the area that is disturbed by trenching. The topsoil from the trench area will be stockpiled separately from the remaining trench spoil. To the extent practicable, during trench backfilling, the topsoil will be returned to the trench last to retain soil fertility.