

2015-004373

Klamath County, Oregon



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05/07/2015 09:58:00 AM

Fee: \$82.00

RETURN ADDRESS

WILLIAMS PACIFIC CONNECTOR GAS OPERATOR LLC
3709 CITATION WAY, SUITE 102
MEDFORD, OR 97504

DOCUMENT TITLE(S): CONSTRUCTION STIPULATIONS AGREEMENT

REFERENCE NUMBERS(S) OF RELATED DOCUMENTS

GRANTOR(S)

VCP RANCH, LTD, AN OREGON LIMITED PARTNERSHIP

GRANTEE(S)

WILLIAMS PACIFIC CONNECTOR GAS OPERATOR LLC, A DELAWARE LIMITED LIABILITY COMPANY ON
BEHALF OF PACIFIC CONNECTOR GAS PIPELINE L.P., A DELAWARE LIMITED PARTNERSHIP

LEGAL DESCRIPTION

Those tracts or parcels lying in Sections 19 and 30, Township 40 South, Range 11 East of the
Willamette Meridian, Klamath County, Oregon, being more particularly described in the attached
Exhibit "A-1".

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

R104256

W2015OR 12003

CONSTRUCTION STIPULATIONS AGREEMENT

For valuable consideration, VCP Ranch, Ltd, an Oregon limited partnership ("Grantor") whose address is 21660 Pope Rd, Merrill, OR 97633, does grant to WILLIAMS PACIFIC CONNECTOR GAS OPERATOR, LLC, a Delaware limited liability company, on behalf of Pacific Connector Gas Pipeline, L.P., a Delaware limited partnership, located at P.O. Box 58900, Salt Lake City, Utah 84158 ("Grantee"), its agents, contractors and employees, the right and privilege of using a parcel of land for the purpose of constructing a 36" Natural Gas Pipeline ("construction workspace"), which property is situated in Klamath County, State of Oregon, and more particularly described below:

Those tracts or parcels lying in Sections 19 and 30, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described in the attached Exhibit "A-1".

Also known by County Assessor Parcel Number(s): **R104256**

The approximate location of the construction workspace is designated on Exhibit "A" attached hereto and made a part of this agreement.

It is understood and agreed by Grantor and Grantee that said construction workspace is to be used in connection with the construction of Grantee's natural gas pipeline 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 right-of-way and easement dated April 29, 2015 .

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 damages, directly resulting from its work including timber, growing crops, pasture and livestock. Damages to other 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 facilities, are described in Exhibit "B" attached hereto and made a part of this agreement.

The term of this construction stipulation agreement begins upon execution and expires five years from that date.

Grantee will possess the above-described rights and such rights will be binding upon Grantor, its heirs, legal representatives and successors in title.

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 29th day of April, 2015

GRANTOR:

VCP Ranch, Ltd, an Oregon
limited partnership

Colin L. Pope

Colin L. Pope, General Partner

GRANTEE:

Williams Pacific Connector Gas
Operator LLC, on behalf of Pacific
Connector Gas Pipeline L.P.

Peggie Labrum

Peggie Labrum, Attorney in Fact

ACKNOWLEDGMENT

STATE OF OREGON)

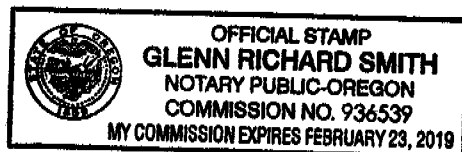
COUNTY OF Damall)

)ss.

BEFORE ME, the undersigned authority, on this 29th day of April, 2015 personally appeared Colin Pope as General Partner of VCP Ranch, Ltd, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Glenn Richard Smith



Notary Public in and for the
State of Oregon

My Commission Expires: February 23, 2019

ACKNOWLEDGMENT ATTORNEY-IN-FACT

STATE OF OREGON)
COUNTY OF Jackson) ss.

On the 30th day of April, 2015, Peggie Labrum personally appeared before me and being by me duly sworn, did say that she is the Attorney-in-Fact of Williams Pacific Connector Gas Operator LLC, on behalf of Pacific Connector Gas Pipeline L.P., and that the Agreement was signed on behalf of Williams Pacific Connector Gas Operator LLC, on behalf of Pacific Connector Gas Pipeline L.P., and said to me that as such Attorney-in-Fact she executed the same.

Donna Gail Taylor



Notary Public in and for the
State of Oregon

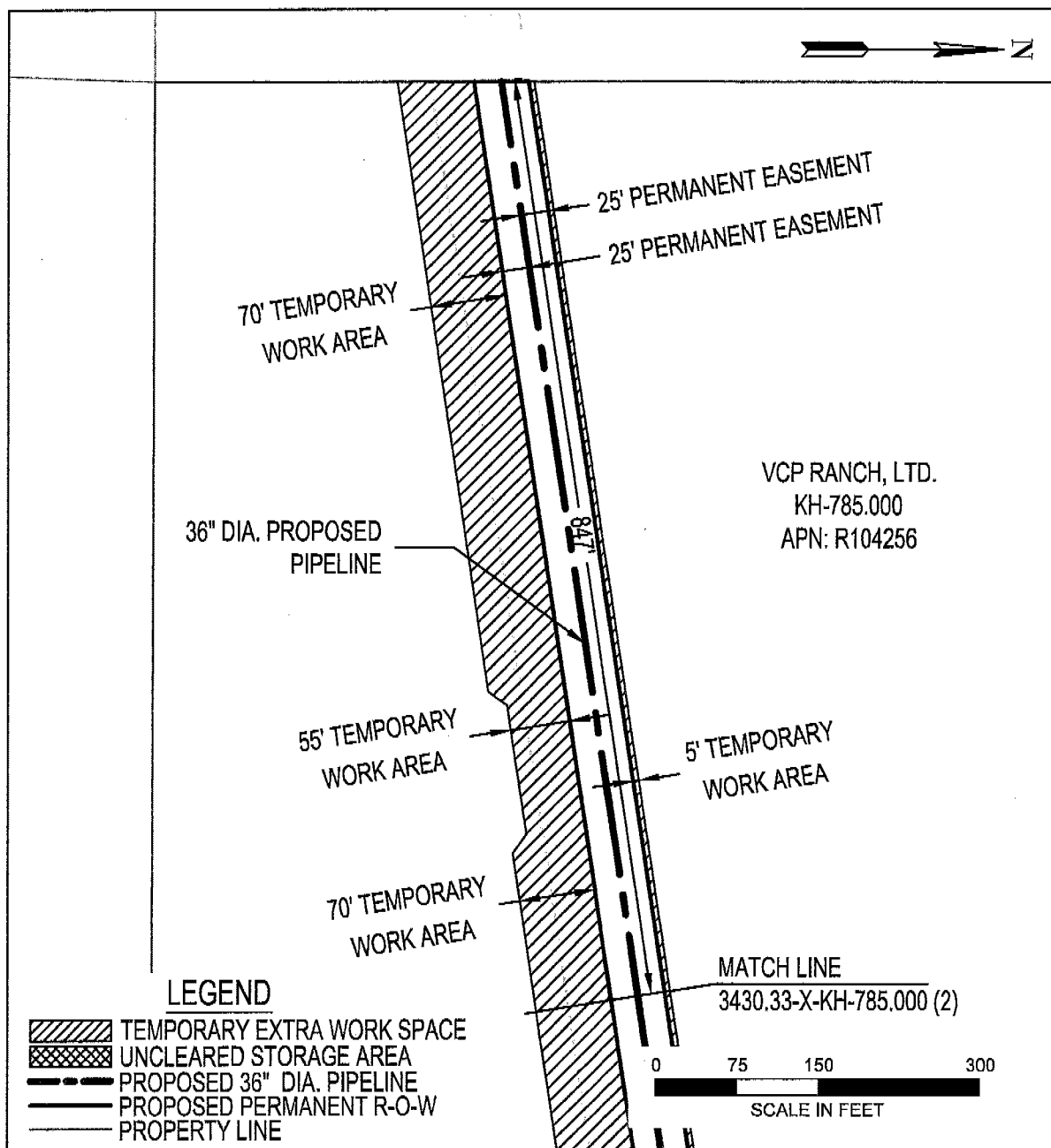
My Commission Expires: August 10, 2018


EXHIBIT "B"

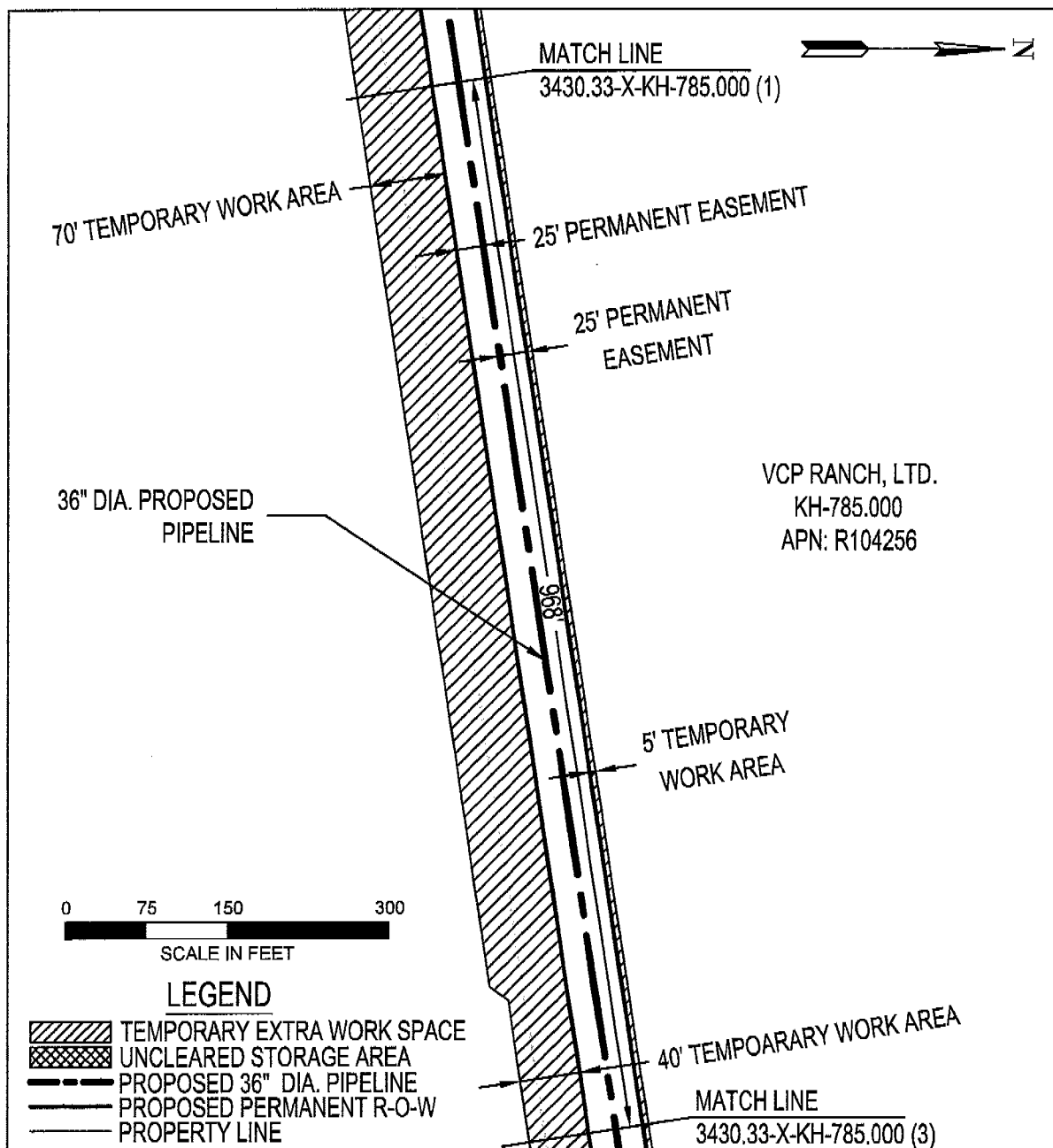
CONSTRUCTION STIPULATIONS


In accordance with the terms and conditions of this agreement, the Grantor and Grantee agree that the natural gas pipeline facilities will be constructed on Grantor's property in accordance with the following terms and conditions:

1. Grantee will notify Grantor, in writing, of the construction activity 7 days prior to start of survey and via phone or in writing, at least ~~30~~ days prior to the clearing/tree removal and construction preparation of the right of way on the Grantor's land.
2. Grantee will construct its pipeline and related facilities in compliance with engineering design and safety standards of the USDOT in force at the time of construction.
3. Grantee will remove all construction waste and debris after completion of construction activities.
4. Grantee will restore all access roads or driveways disturbed by construction to condition equal to or better than existed prior to construction. Restoration will include final grading where necessary.
5. Grantee will re-seed disturbed areas along ROW with a seed mix native to the area or as specified by Grantor.
6. Grantee will erect temporary fencing along the Northerly ROW as necessary to control livestock and maintain the livestock a safe distance from the construction activities.



AREA TOTALS			1	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	135346.85	3.107	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL VCP Ranch, LTD M.P. 215.98 TO M.P. 216.49 T-40 S, R-11 E, S-30 KLAMATH COUNTY, OREGON		
TEMP. EXTRA WORK AREA:	203079.02	4.662			
UNCLEARED STORAGE AREA:	0.0	0.0			
DRAWN:TAD DATE:02-24-2015			DRAWING NO: 3430.33-X-KH-785.000 (1)		
CHECK:GMP DATE:03-13-2015					
APPRV: DATE:					



AREA TOTALS			1	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	135346.85	3.107	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL VCP Ranch, LTD M.P. 215.98 TO M.P. 216.49 T-40 S, R-11 E, S-30 KLAMATH COUNTY, OREGON		
TEMP. EXTRA WORK AREA:	203079.02	4.662			
UNCLEARED STORAGE AREA:	0.0	0.0			
DRAWN:TAD DATE:02-24-2015			DRAWING NO: 3430.33-X-KH-785.000 (2)		
CHECK:GMP DATE:03-13-2015					
APPRV: DATE:					



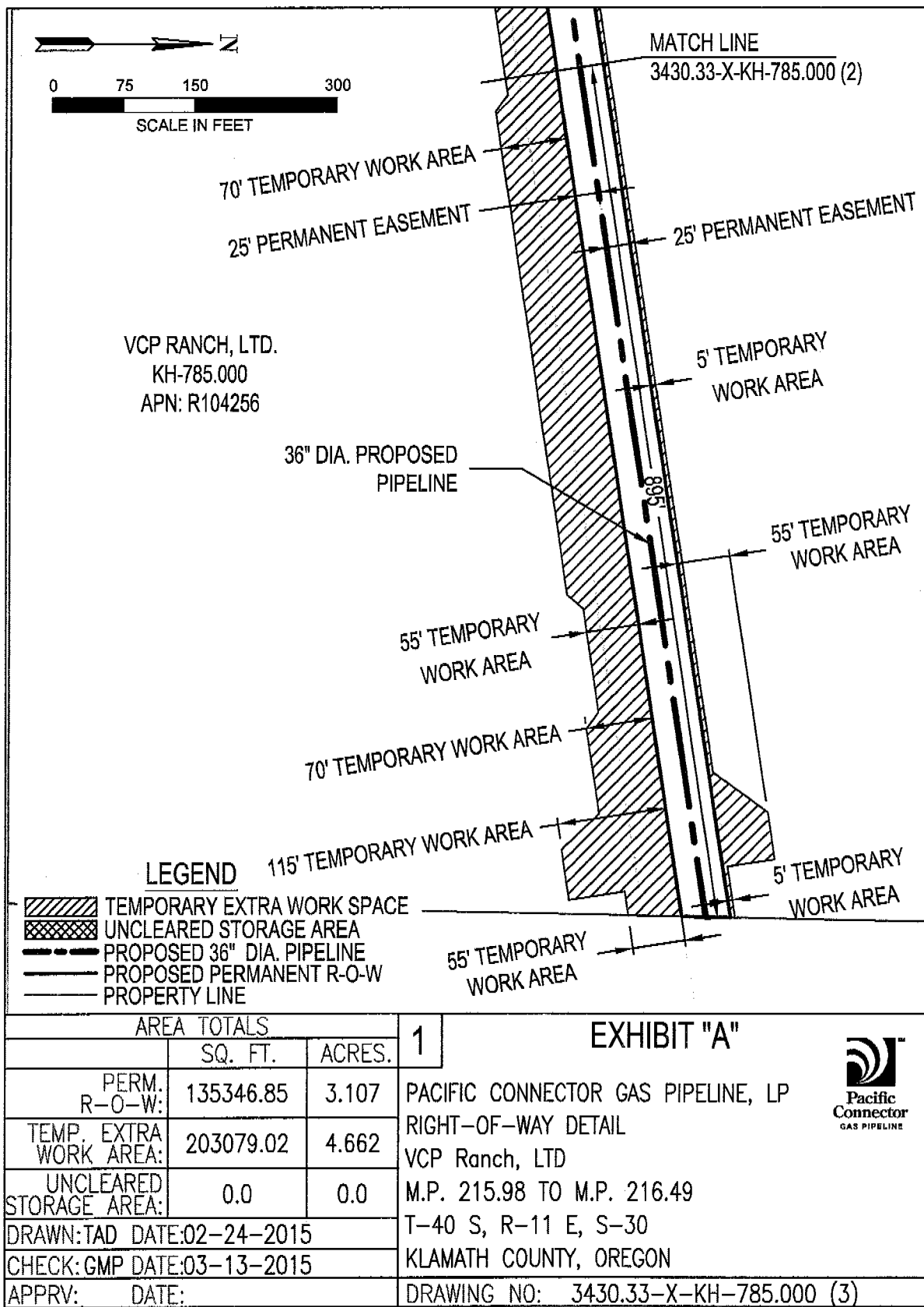


EXHIBIT "A-1"

Government Lots 2, 3, 4 and the SE1/4 of the SW1/4 of Section 19, and Government Lot 1, the E1/2 of the NW1/4 and the SW1/4 of the NE1/4 of Section 30, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.