

2015-005160

Klamath County, Oregon



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05/20/2015 03:27:20 PM

Fee: \$72.00

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)

GORDON REEVES AND LORI REEVES, HUSBAND AND WIFE

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

THAT PART OF A PARCEL OF LAND LYING IN THE NW4 OF SECTION 33, TOWNSHIP 39 SOUTH, RANGE 8
EAST OF THE WILLAMETTE MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED ON THE ATTACHED
EXHIBIT "A-1".

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

R502263

W2015OR 12008

CONSTRUCTION STIPULATIONS AGREEMENT

For valuable consideration, Gordon Reeves and Lori Reeves, Husband and Wife ("Grantor") whose address is 11516 Hwy 66, Klamath Falls, OR 97601, 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:

That part of a parcel of land lying in the NW4 of Section 33, Township 39 South, Range 8 East of the Willamette Meridian and being more particularly described on the attached Exhibit "A-1".

Also known by County Assessor Parcel Number(s): **R502263**

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 July 15, 2013 and recorded July 19, 2013 as Instrument No. 2013-008210.

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 12th day of May, 20 15

GRANTOR:

Gordon Reeves
Gordon Reeves

GRANTOR:

Lori Reeves
Lori Reeves

GRANTEE:

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

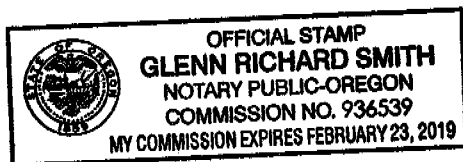
Peggy Labrum
Peggy Labrum, Attorney in Fact

ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF Klamath) ss.

BEFORE ME, the undersigned authority, on this 11th day of May, 2015,
personally appeared GORDON & LORI REEVES, 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.



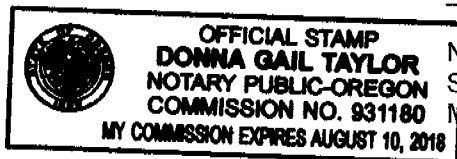
[Signature]
Notary Public in and for the
State of Oregon
My Commission Expires: February 23, 2019

ACKNOWLEDGMENT ATTORNEY-IN-FACT

STATE OF OREGON)
COUNTY OF Jackson)ss.

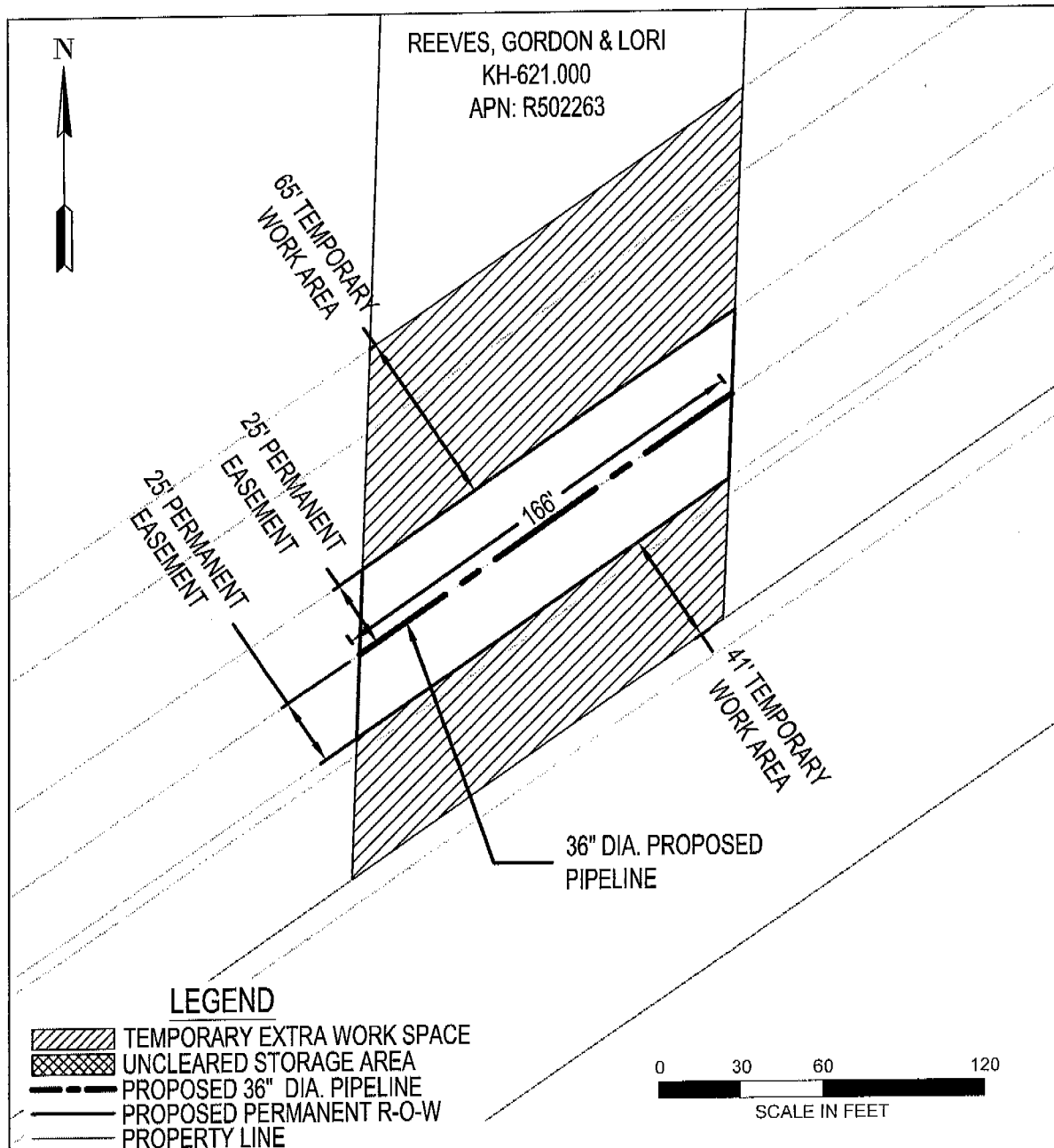
On the 13th day of May, 2015, Peggie Labrum/Robert Imhof personally appeared before me and being by me duly sworn, did say that she is the Attorney-in-Fact of Williams Pacific Connector Gas Operator LLC, on behalf of Pacific Connector Gas Pipeline L.P., and that the Agreement was signed on behalf of 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: Aug 10, 2015



AREA TOTALS		
	SQ. FT.	ACRES.
PERM. R-O-W:	8315.77	0.191
TEMP. EXTRA WORK AREA:	17699.00	0.406
UNCLEARED STORAGE AREA:	0.0	0.0
DRAWN: TAD DATE: 04-17-2015		
CHECK: GMP DATE: 04-20-2015		
APPRV: DATE:		

EXHIBIT "A"

PACIFIC CONNECTOR GAS PIPELINE, LP
RIGHT-OF-WAY DETAIL
Reeves, Gordon + Lori
M.P. 192.83 TO M.P. 192.87
T-39 S, R-8 E, S-33
KLAMATH COUNTY, OREGON
DRAWING NO: 3430.33-X-KH-621.000



EXHIBIT "A-1"

The NW1/4 of Section 33, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Southerly line of the Klamath Falls-Ashland Highway, known as the Greensprings Highway at a stake which is South 135 feet from the quarter corner common to Sections 28 and 33, Township 39 South, Range 8 East of the Willamette Meridian; thence Southwesterly along the South line of said Highway 962 feet to a point, for the point of beginning; thence Southwesterly 160 feet along the Southerly line of said Highway to a stake; thence South 1639.5 feet parallel with the Westerly line of Section 33, Township and Range, to a stake on the Northerly right of way line of the Weyerhaeuser Logging Railroad; thence Northeasterly along the Northerly line of said right of way to a point due South on the point of beginning on a line parallel from said point of beginning to the Westerly line of said Section 33; thence Northerly parallel with the Westerly line of said Section 33, 1609.50 feet more or less, to the point of beginning, and being in the NW 1/4 of Section 33, Township 39 South, Range 8 East of the Willamette Meridian. LESS that parcel described as follows:

Beginning on the Southerly line of the Klamath Falls-Ashland Highway known as the Greensprings Highway at a stake which is South 135 feet from the quarter corner common to Sections 28 and 33, Township 39 South, Range 8 East of the Willamette Meridian; thence Southwesterly along the South line of said Highway 983 feet to a point for the point of beginning; thence Northeasterly along the Southerly line of said Highway 21 feet to a point which is the Northeasterly corner of a parcel of land described in a deed from B.E. Kerns and Clare Kerns, his wife, to Theodore Zarosinski and Ann Zarosinski, his wife dated December 27, 1944, recorded February 28, 1945 in Book 173 at Page 509, Deed Records of Klamath County, Oregon; thence South along the Easterly line of said tract a distance of 68 feet to a point; thence Northwesterly 69 feet, more or less to the point of beginning.

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 erect temporary fencing along the Northerly ROW as necessary to control livestock and maintain the livestock a safe distance from the construction activities.