

2015-005163

Klamath County, Oregon



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**RETURN ADDRESS**

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

05/20/2015 03:29:17 PM

Fee: \$72.00

**DOCUMENT TITLE(S): CONSTRUCTION STIPULATIONS AGREEMENT**

**REFERENCE NUMBERS(S) OF RELATED DOCUMENTS**

**GRANTOR(S)**

GEORGE AND HAZEL WHITLOCK TRUST, AS TO AN UNDIVIDED 1/2 INTEREST AND DEVON MAKENZIE WHITLOCK, AS TO AN UNDIVIDED 1/2 INTEREST

**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 E2 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**

R502325

W2015OR 12009

## CONSTRUCTION STIPULATIONS AGREEMENT

For valuable consideration, George and Hazel Whitlock Trust, as to an undivided 1/2 interest and Devon Makenzie Whitlock, as to an undivided 1/2 interest ("Grantor") whose address is 11212 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 E2 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): **R502325**

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 7-23-2013.

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 and is more clearly defined in the Damage Agreement dated N/A. 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 13<sup>th</sup> day of May, 20 15

GRANTOR:

Hazel B Whitlock  
Hazel Whitlock, Trustee

GRANTOR:

Devon M Whitlock  
Devon Makenzie Whitlock

GRANTEE:

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

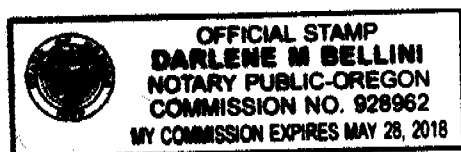
Peggy Labrum  
Peggy Labrum, Attorney in Fact

#### ACKNOWLEDGMENT

STATE OF OREGON )  
 )ss.  
COUNTY OF KLAMATH )

BEFORE ME, the undersigned authority, on this 13<sup>th</sup> day of May, 2015, personally appeared HAZEL WHITLOCK TR AND DEVON MACKENZIE WHITLOCK, 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.

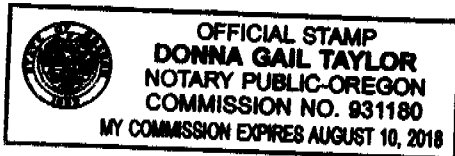


[Signature]  
Notary Public in and for the  
State of Oregon  
My Commission Expires: MAY 28, 2018

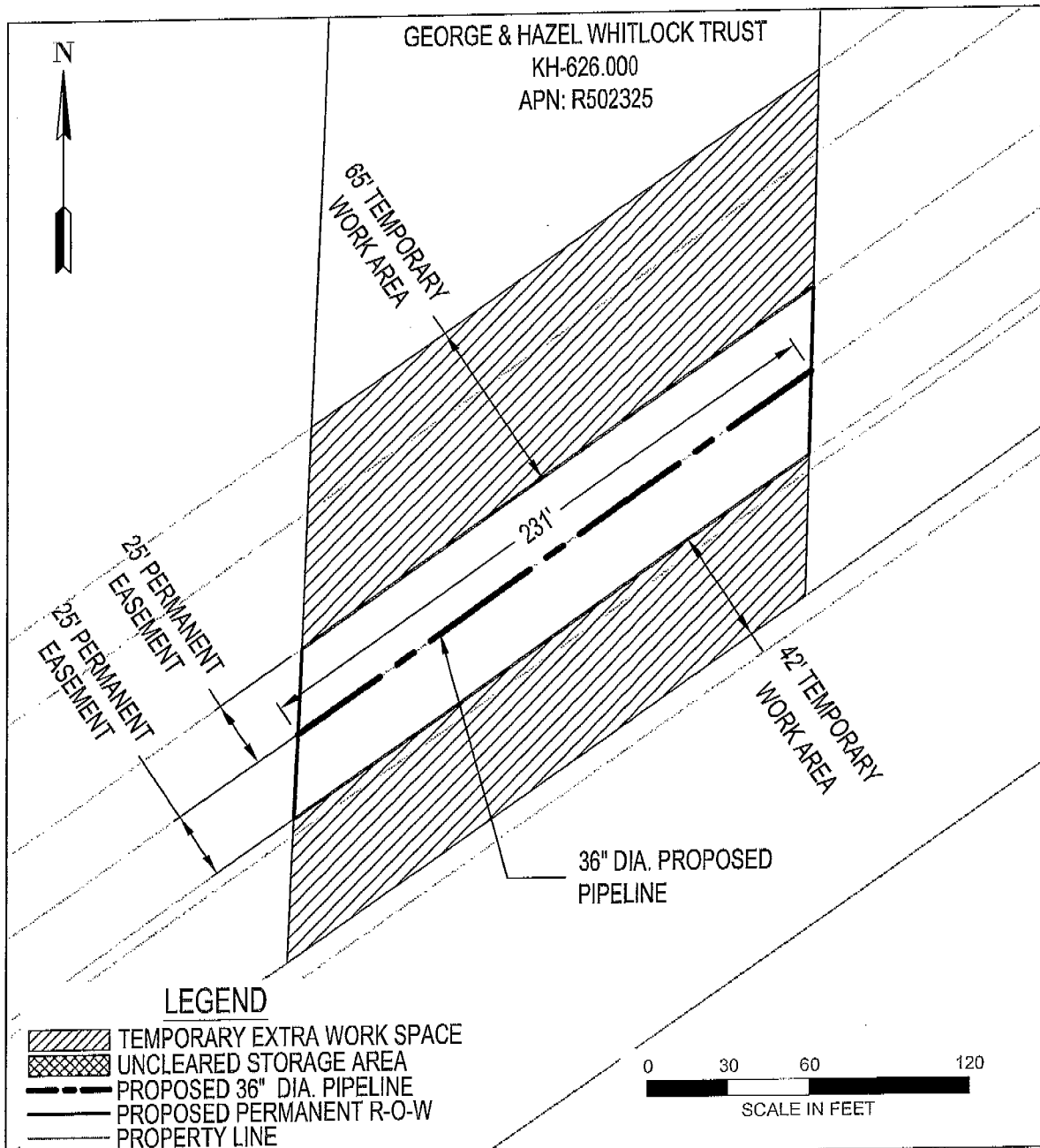
ACKNOWLEDGMENT ATTORNEY-IN-FACT

STATE OF OREGON )  
COUNTY OF Jackson ) ss.

On the 18<sup>th</sup> day of May, 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: Aug 10, 2018



AREA TOTALS			<b>EXHIBIT "A"</b>  PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL George + Hazel Whitlock Trust M.P. 193.02 TO M.P. 193.07 T-39 S, R-8 E, S-33 KLAMATH COUNTY, OREGON DRAWING NO: 3430.33-X-KH-626.000
	SQ. FT.	ACRES.	
PERM. R-O-W:	11572.22	0.266	
TEMP. EXTRA WORK AREA:	24725.56	0.568	
UNCLEARED STORAGE AREA:	0.0	0.0	
DRAWN:TAD DATE:04-17-2015			
CHECK:GMP DATE:04-20-2015			
APPRV: DATE:			



EXHIBIT "A-1"

Beginning at the Southerly line of the Klamath Falls-Ashland Highway at a point 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, in the County of Klamath, State of Oregon; thence South 61 degrees 56 minutes West 374 feet along the Southerly line of said Highway to a stake; thence South 1514.3 feet to a stake on the Northerly right-of-way line of the Weyerhaeuser Logging Railroad; thence North 54 degrees 12 minutes East 406.85 feet along said right of way line to an iron pin on the East line of said East half of Northwest quarter; thence North 1451.7 feet along said East line to the point of beginning, being in the East half of the Northwest quarter of Section 33, Township 39 South, Range 8 East of the Willamette Meridian.

SAVE AND EXCEPTING the following described tract: Beginning on the Southerly line of the Klamath Falls-Ashland Highway at a point 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 South 61 degrees 56 minutes West 219 feet along the Southerly line of said Highway to the TRUE POINT OF BEGINNING; thence continuing South 61 degrees 56 minutes West along the Southerly line of said Highway a distance of 155 feet; thence South 1514.30 feet to a stake on the Northerly right-of-way line of the Weyerhaeuser Logging Road; thence North 54 degrees 12' minutes East 173.85 feet along said right-of-way line to a point; thence North 0 degrees 01 minutes West 1485.53 feet to the TRUE POINT OF BEGINNING, and being on the E1/2 of the NW1/4 of Section 33, Township 39 South, Range 8 East of the Willamette Meridian.

## 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 30 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.