

2015-005165

Klamath County, Oregon



00169825201500051650070076

RETURN ADDRESS

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

05/20/2015 03:30:25 PM

Fee: \$72.00

DOCUMENT TITLE(S): CONSTRUCTION STIPULATIONS AGREEMENT

REFERENCE NUMBERS(S) OF RELATED DOCUMENTS

GRANTOR(S)

LLOYD V. HOWARD, A MARRIED PERSON

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 CERTAIN PARCEL OF LAND KNOWN AS PARCEL NO. 2 OF MINOR LAND PARTITION 32-90, LYING IN
THE E2 OF SECTION 20, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN,
KLAMATH COUNTY, OREGON, BEING MORE FULLY DESCRIBED IN THE ATTACHED EXHIBIT "A-1".

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

R872807

W2015OR 12011

CONSTRUCTION STIPULATIONS AGREEMENT

For valuable consideration, Lloyd V. Howard ("Grantor") whose address is 7430 Tingley Ln, Klamath Falls, OR 97603, 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 certain parcel of land known as Parcel No. 2 of Minor Land Partition 32-90, lying in the E2 of Section 20, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more fully described in the attached Exhibit "A-1".

Also known by County Assessor Parcel Number(s): **R872807**

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 5-14-2015

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 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 14th day of May, 2015

GRANTOR:

Lloyd V. Howard
Lloyd V. Howard

GRANTEE:

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

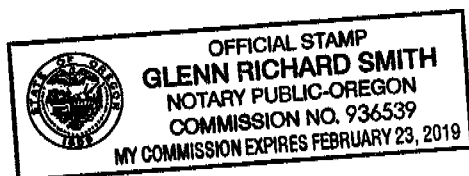
Peggy Labrum
Peggy Labrum, Attorney in Fact

ACKNOWLEDGMENT

STATE OF OREGON)
)ss.
COUNTY OF Klamath)

BEFORE ME, the undersigned authority, on this 14th day of May, 2015, personally appeared Lloyd V. Howard, 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

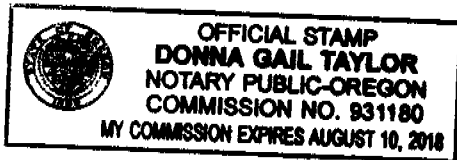
STATE OF OREGON

COUNTY OF

Jackson

)
)ss.
)

On the 18th 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.

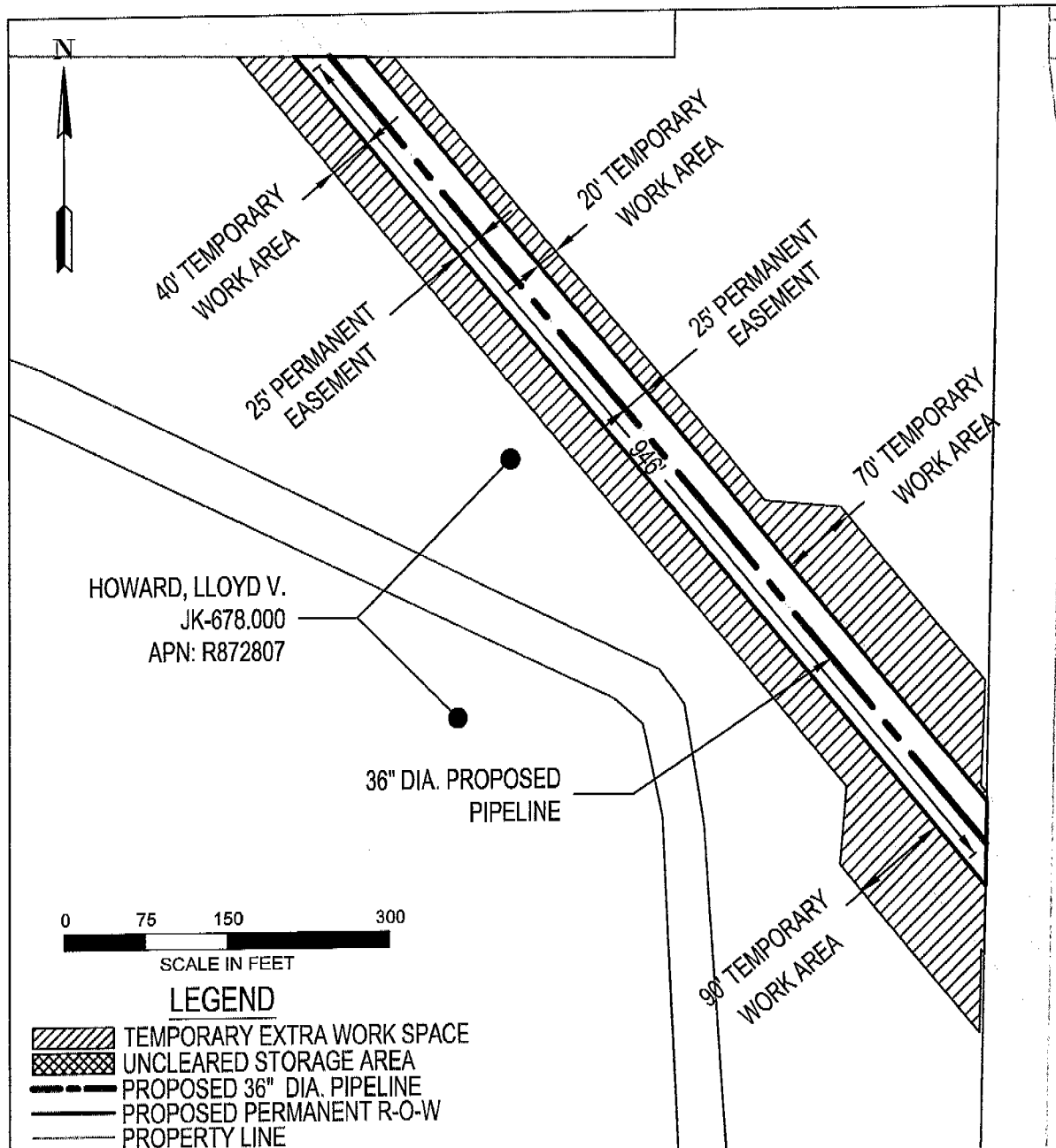


Donna Gail Taylor

Notary Public in and for the
State of Oregon

My Commission Expires:

Aug 10, 2018



AREA TOTALS		
	SQ. FT.	ACRES.
PERM. R-O-W:	47308.95	1.086
TEMP. EXTRA WORK AREA:	81819.83	1.878
UNCLEARED STORAGE AREA:	0.0	0.0
DRAWN:TAD DATE:05-01-2015		
CHECK:GMP DATE:05-01-2015		
APPRV: DATE:		

EXHIBIT "A"

PACIFIC CONNECTOR GAS PIPELINE, LP
RIGHT-OF-WAY DETAIL
Howard, Lloyd V
M.P. 200.82 TO M.P. 200.99
T-39 S, R-9 E, S-20
KLAMATH COUNTY, OREGON
DRAWING NO: 3430.33-X-KH-678.000



EXHIBIT "A-1"

Parcel No. 2 of Minor Land Partition 32-90, said Land Partition situated in the E1/2 of Section 20, Township 39 South, Range 9 East, Willamette Meridian, in Klamath County, Oregon; EXCEPTING THEREFROM USBR C-4-E Lateral.

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 18 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 pay Grantor for the reasonable cost of crop loss prior to the start of any construction activity.