

2015-005496

Klamath County, Oregon



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05/28/2015 02:40:46 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)**

JUDITH ANNE ROSE

**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 PARCELS OF LAND BEING DESCRIBED AS LYING IN SECTION 30 OF 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**

R580160

W2015OR 12012

## CONSTRUCTION STIPULATIONS AGREEMENT

For valuable consideration, Judith Anne Rose ("Grantor") whose address is PO Box 482, Keno, OR 97627, 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 parcels of land being described as lying in Section 30 of Township 39 South, Range 8 East, of the Willamette Meridian and being more particularly described on the attached Exhibit A1.

For Informational purposes only, the following information is in "A-1".

Also known by County Assessor Parcel Number(s): **R580160**

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 September 19, 2013 and recorded October 22, 2013 as Instrument no. 2013-011941.

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 20<sup>th</sup> day of May, 2015

**GRANTOR:**

Judith Anne Rose  
Judith Anne Rose

**GRANTEE:**

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

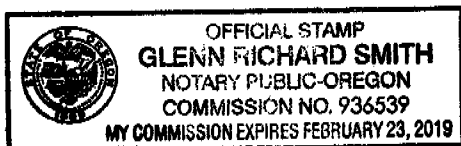
Peggie Labrum  
Peggie Labrum, Attorney in Fact

**ACKNOWLEDGMENT**

STATE OF OREGON )  
COUNTY OF Klamath ) ss.

BEFORE ME, the undersigned authority, on this 20<sup>th</sup> day of May, 2015,  
personally appeared JUDITH ANNE ROSE, 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.

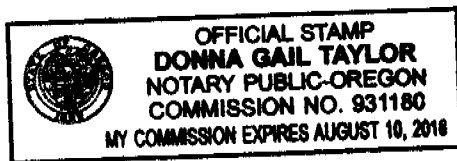


Glenn Richard Smith  
Notary Public in and for the  
State of Oregon  
My Commission Expires: February 23, 2019

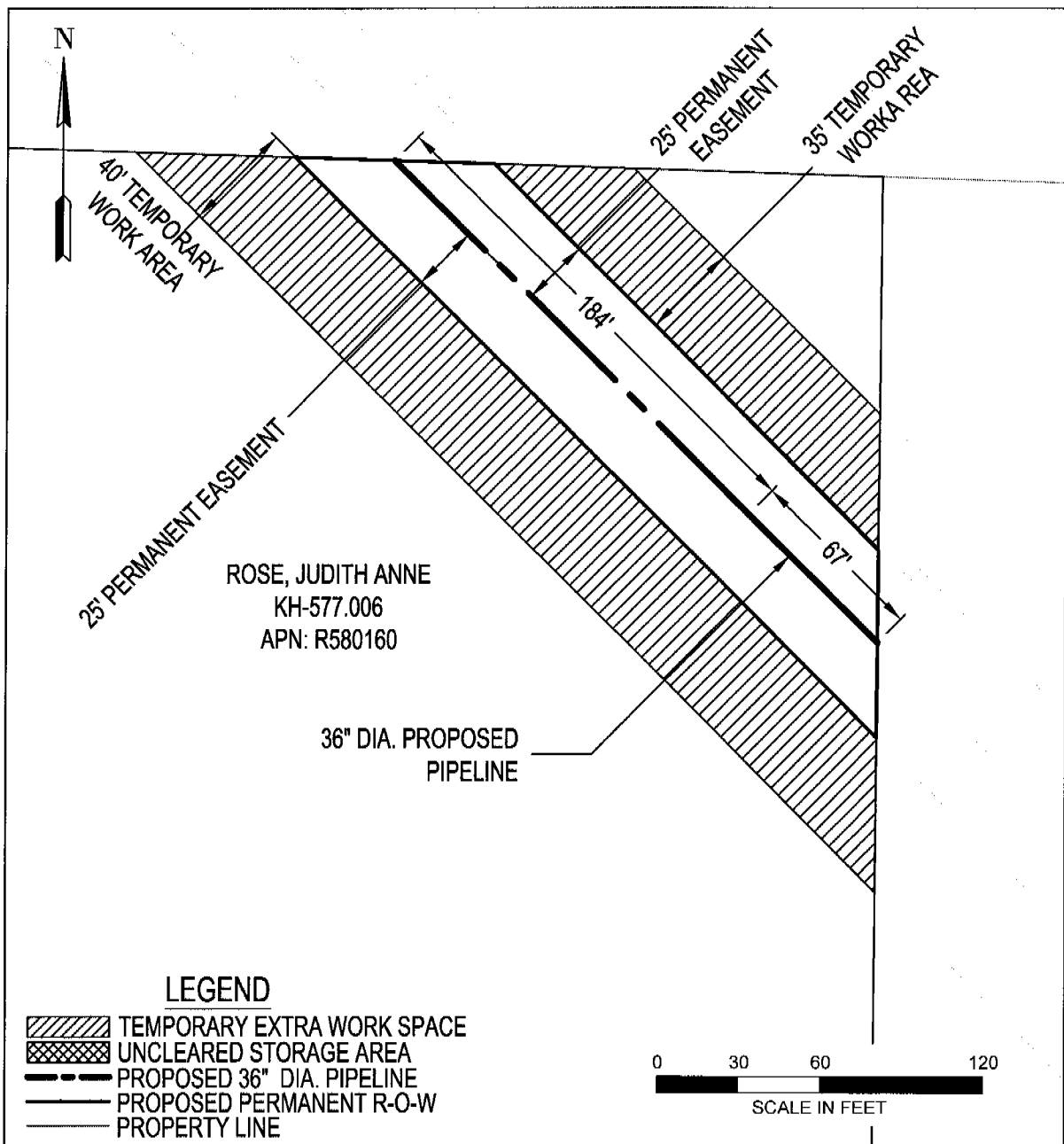
ACKNOWLEDGMENT ATTORNEY-IN-FACT

STATE OF OREGON )  
COUNTY OF Jackson )ss.

On the 22 day of May, 20\_\_, 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



AREA TOTALS		
	SQ. FT.	ACRES.
PERM. R-O-W:	12546.72	0.288
TEMP. EXTRA WORK AREA:	19460.93	0.447
UNCLEARED STORAGE AREA:	0.0	0.0
DRAWN: TAD DATE: 04-14-2015		
CHECK: GMP DATE: 04-20-2015		
APPRV:      DATE:		

## EXHIBIT "A"

PACIFIC CONNECTOR GAS PIPELINE, LP  
RIGHT-OF-WAY DETAIL  
Rose, Judith M  
M.P. 189.53 TO M.P. 189.57  
T-39 S, R-8 E, S-30  
KLAMATH COUNTY, OREGON  
DRAWING NO: 3430.33-X-KH-577.006



#### EXHIBIT "A-1"

A parcel of land situated in Section 30, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a 5/8" iron pin marking the Southwest corner of the NE1/4 NW1/4 of said Section 30; thence North 30 degrees 34' 59" East, 1567.35 feet to a point, marked by a 5/8" iron pin, on the North line of said Section 30; thence along said North line South 89 degrees 04' 05" East 512.32 feet to the North quarter corner of said Section 30; thence along the North-South center of section line South 00 degrees 26' 44" East, leaving said North line, 386.44 feet to a 5/8" iron pin; thence South 48 degrees 50' 01" West leaving said North-South center of Section line, 1451.51 feet to a point marked by a 5/8" iron pin, on the South line of said NE1/4 NW1/4; thence along said South line, North 89 degrees 45' 54" West 220.00 feet to the point of beginning. Bearings bases as Survey No. 1968 as filed in the Klamath County Engineers Office.

#### TOGETHER WITH:

A roadway easement 30.00 feet in width for egress and ingress to the above described parcel commencing at a point on the Easterly right of way line of Big Buck Lane from which the most Westerly corner of Lot 22, Block 38 of SIXTH ADDITION TO KLAMATH RIVER ACRES bears South 27 degrees 45' 09" West, 15.01 feet; thence South 60 degrees 37' 30" East, 416.02 feet to a point within said Lot 22 which marks the end of said 30.00 foot wide roadway easement and the beginning of the centerline of a 40.00 foot wide roadway easement the centerline of which is described by the following courses and distances; North 85 degrees 17' 15" East, 247.89 feet; South 43 degrees 23' 03" East, 258.13 feet; South 87 degrees 48' 55" East, 236.57 feet; South 75 degrees 52' 41" East, 274.14 feet; North 67 degrees 59' 53" East, 214.57 feet; South 88 degrees 24' 04" East, 224.97 feet; South 60 degrees 17' 55" East, 239.31 feet; South 51 degrees 24' 55" East, 149.36 feet to a point on the Westerly line of the above described parcel from which the Southwest corner of said above described parcel bears South 30 degrees 34' 59" West, 375.20 feet.

## 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 10 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.