

Returned to County

2015-006079

Klamath County, Oregon



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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)**

DANIEL J. JOHNSON AND CAROL M. JOHNSON, AS TENANTS BY THE ENTIRETY

**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**

A PORTION OF THAT CERTAIN PARCEL KNOWN AS PARCEL 2 OF LAND PARTITION 33-03 OF SECTIONS  
23, 24, 25 AND 26, TOWNSHIP 40 SOUTH, RANGE 11 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**

R890029

W2015OR 12018

## CONSTRUCTION STIPULATIONS AGREEMENT

For valuable consideration, Daniel J. Johnson and Carol M. Johnson, as Tenants by the Entirety ("Grantor") whose address is PO Box 492, Malin, OR 97632, 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, or parcels, of land lying in Parcel 2 of Land Partition 33-03 replat of Parcel 1 LP 8-01, in Sections 23, 24, 25 and 26, Township 40 South, Range 11 East of the Willamette Meridian, Coos County, Oregon, being more fully described in the attached "Exhibit A-1".

Also known by County Assessor Parcel Number(s): **R890029**

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 August 22, 2013 and recorded September 04, 2013 as Instrument No. 2013-010091.

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 2<sup>nd</sup> day of June, 2015

GRANTOR:

*Daniel J. Johnson*  
Daniel J. Johnson

GRANTOR:

*Carol M. Johnson*  
Carol M. Johnson

GRANTEE:

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

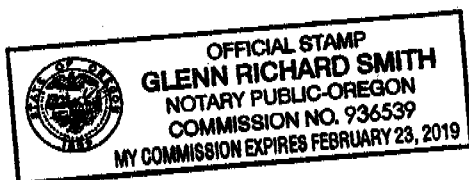
*Peggie Labrum*  
Peggie Labrum, Attorney in Fact

ACKNOWLEDGMENT

STATE OF OREGON )  
COUNTY OF *Klamath* ) ss.

BEFORE ME, the undersigned authority, on this 2<sup>ND</sup> day of JUNE, 2015,  
personally appeared *DAN + CAROL JOHNSON*, 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: *2/23/2019*

ACKNOWLEDGMENT ATTORNEY-IN-FACT

STATE OF OREGON )

COUNTY OF ) ss.

Jackson

On the 8<sup>th</sup> day of June, 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.



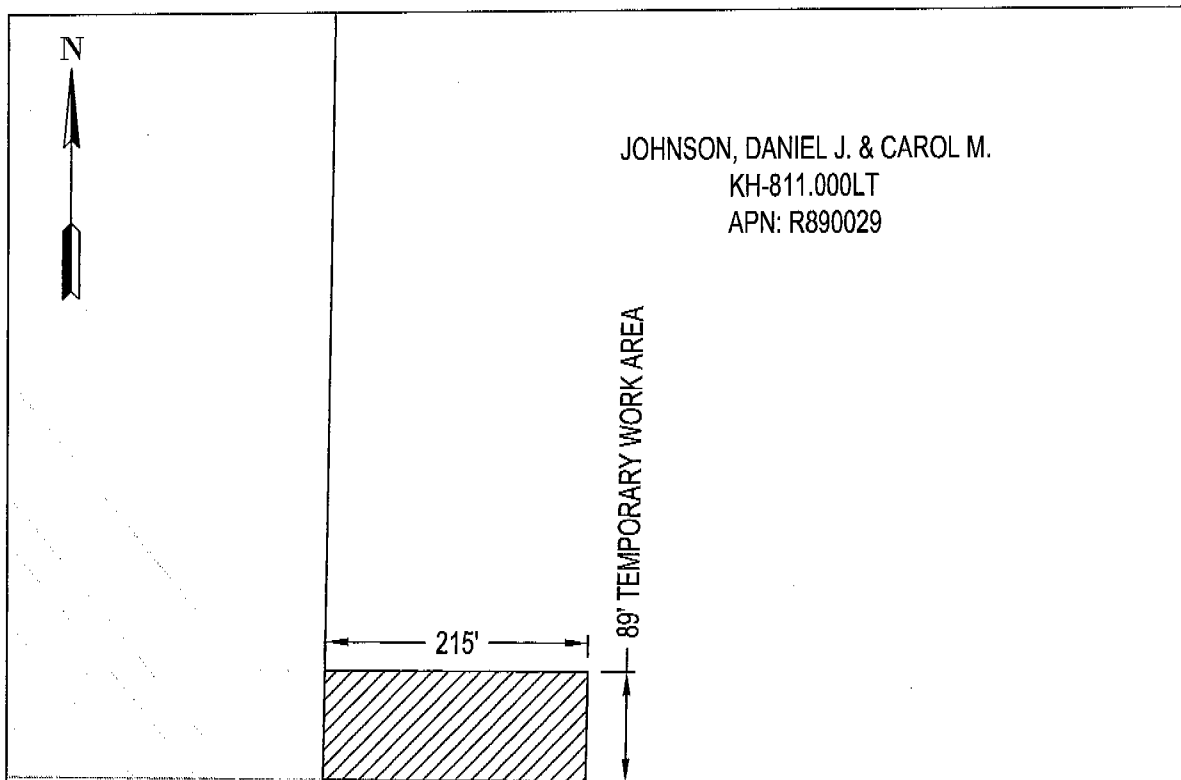
Donna Gail Taylor

Notary Public in and for the  
State of Oregon  
My Commission Expires:

August 10, 2018

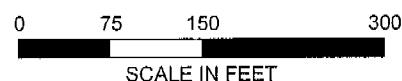
EXHIBIT "A-1"


Parcel 2 of Land Partition 33-03 being a replat of Parcel 1 of Land Partition 8-01, situated in Section 23, the W1/2 of Section 24, the NW1/4 of Section 25 and the N1/2 of Section 26, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon



### LEGEND

- TEMPORARY EXTRA WORK SPACE
- UNCLEARED STORAGE AREA
- PROPOSED 36" DIA. PIPELINE
- PROPOSED PERMANENT R-O-W
- PROPERTY LINE



AREA TOTALS			EXHIBIT "A"	
	SQ. FT.	ACRES.		
PERM. R-O-W:	0.0	0.0	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL Johnson Daniel J + Carol M M.P. 220 TO M.P. 0 T-40-S, R-11-E, S-23,25,26 KLAMATH COUNTY, OREGON	
TEMP. EXTRA WORK AREA:	19010.04	0.436		
UNCLEARED STORAGE AREA:	0.0	0.0		
DRAWN:KLL DATE:5-4-2015				
CHECK:GMP DATE:05-08-2015				
APPRV:      DATE:			DRAWING NO: 3430.33-X-KH-811.000LT	

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