

2015-007151

Klamath County, Oregon

RETURN ADDRESS

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



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07/01/2015 12:15:12 PM

Fee: \$92.00

DOCUMENT TITLE(S): CONSTRUCTION STIPULATIONS AGREEMENT

REFERENCE NUMBERS(S) OF RELATED DOCUMENTS

GRANTOR(S)

JOHN K. LILLY, SURVIVING TRUSTOR OF THE JOHN K. LILLY AND KAREN L. LILLY REVOCABLE LIVING TRUST

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 LYING IN SECTIONS 31, 32 AND 33, TOWNSHIP 39 SOUTH, RANGE 8 EAST, AND SECTION 5, TOWNSHIP 40 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

R501843

W2015OR 12024

CONSTRUCTION STIPULATIONS AGREEMENT

For valuable consideration, John K. Lilly, Surviving Trustor of The John K. Lilly and Karen L. Lilly Revocable Living Trust ("Grantor") whose address is 13350 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:

Those parcels of land lying in Sections 31, 32 and 33, Township 39 South, Range 8 East, and Section 5, Township 40 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): **R501843**

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 6-24-2015

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. 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 24th day of June, 20 15

GRANTOR:

John K. Lilly
John K. Lilly, Surviving Trustor of The
John K. Lilly and Karen L. Lilly
Revocable Living Trust

GRANTEE:

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

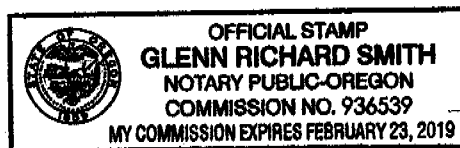
Peggy Labrum
Peggy Labrum, Attorney in Fact

ACKNOWLEDGMENT

STATE OF OREGON)
)ss.
COUNTY OF KLAMATH)

BEFORE ME, the undersigned authority, on this 24th day of JUNE, 2015, personally appeared John K. Lilly as Surviving Trustor of The John K. Lilly and Karen L. Lilly Revocable Living Trust, 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

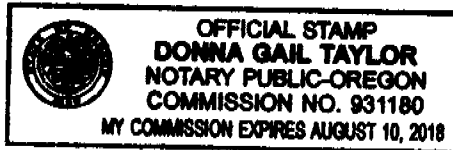
My Commission Expires: February 23rd 2019

ACKNOWLEDGMENT ATTORNEY-IN-FACT

STATE OF OREGON)
COUNTY OF Jackson)ss.

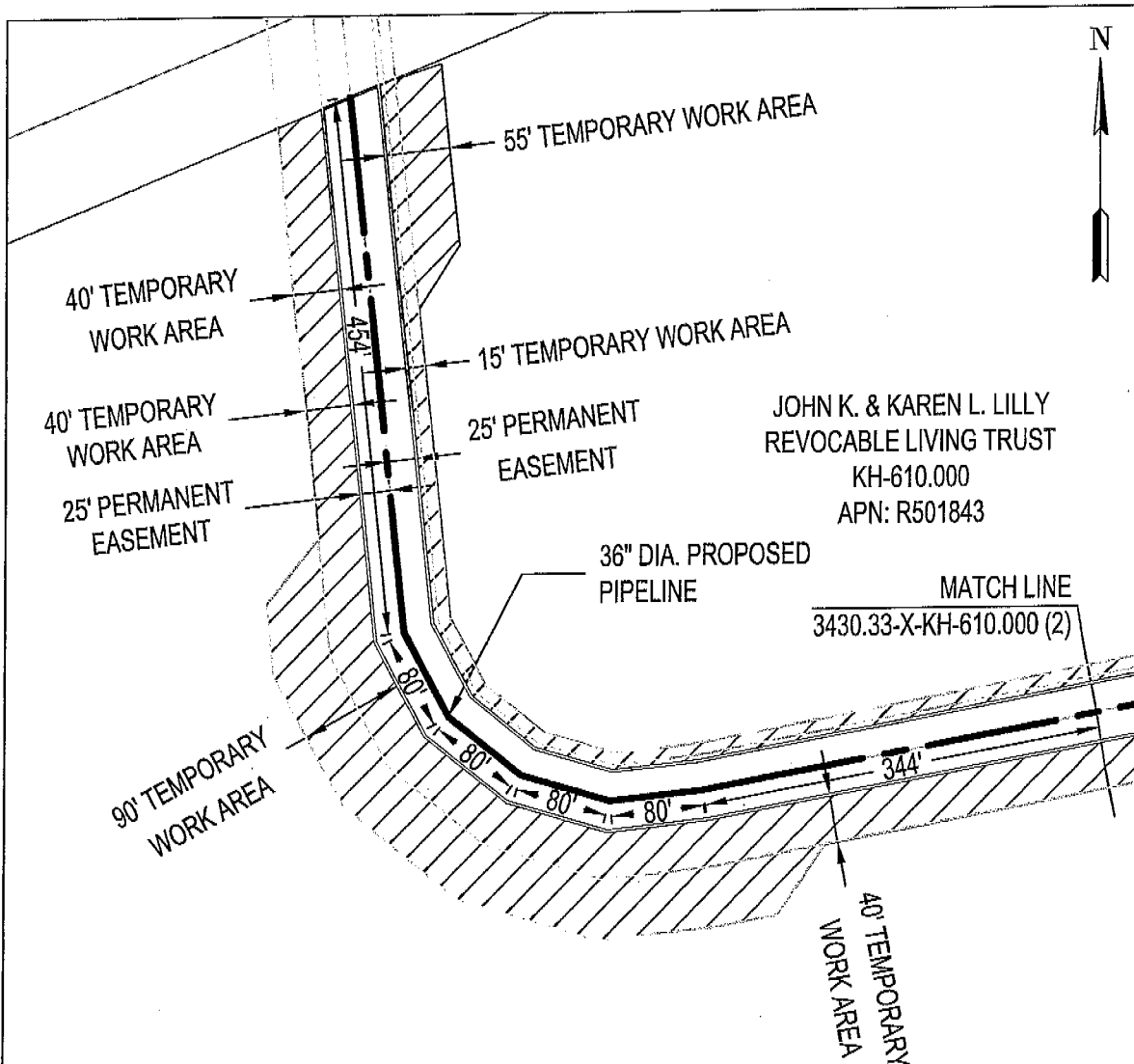
On the 25th day of June, 2015 Peggie Labrum personally appeared before me and being by me duly sworn, did say that she is the Attorney-in-Fact of Williams Pacific Connector Gas Operator LLC, on behalf of Pacific Connector Gas Pipeline L.P., and that the Agreement was signed on behalf of Williams Pacific 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



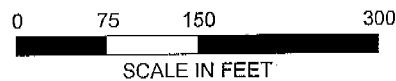
Notary Public in and for the
State of Oregon


My Commission Expires: August 10, 2018

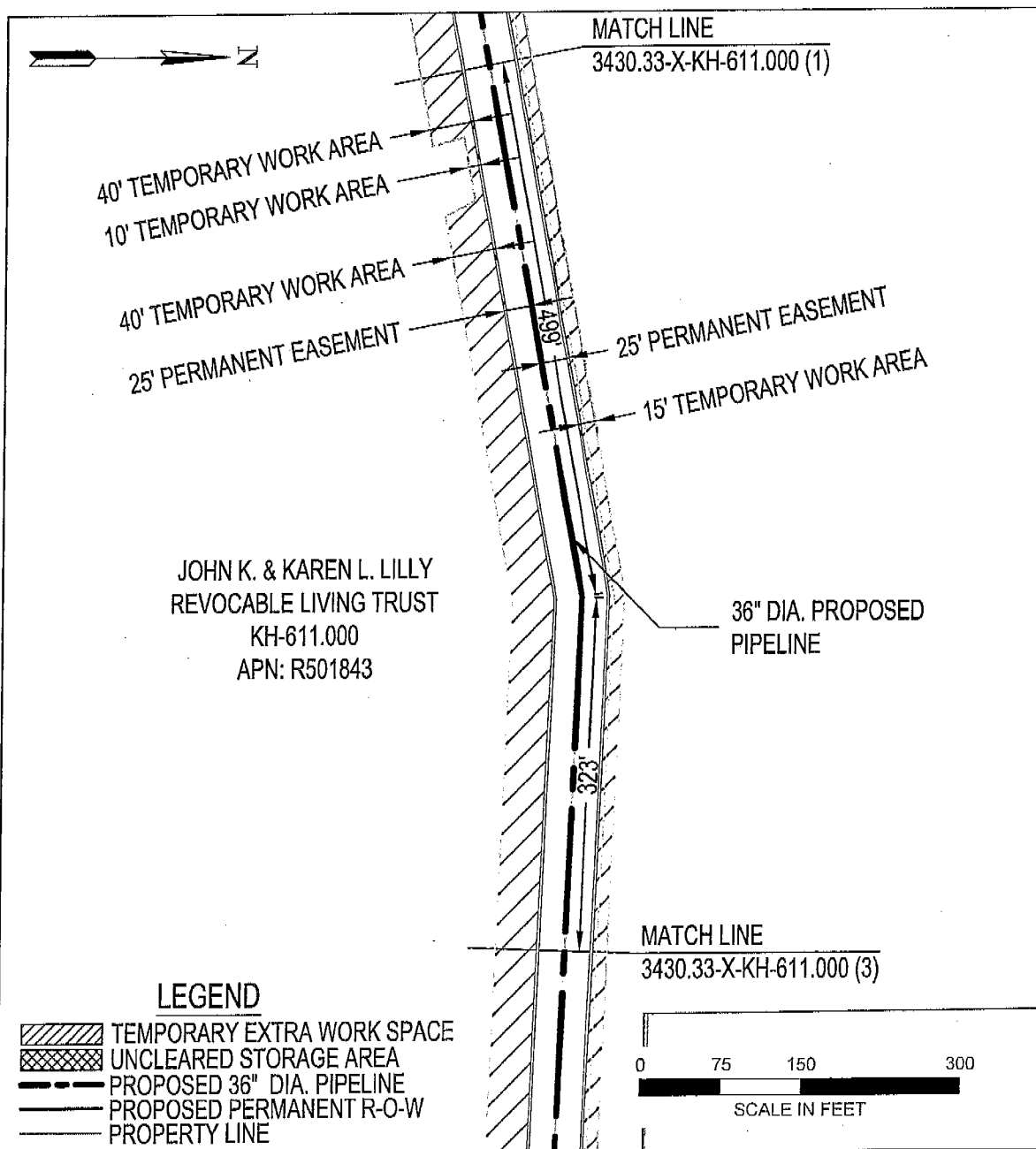



LEGEND

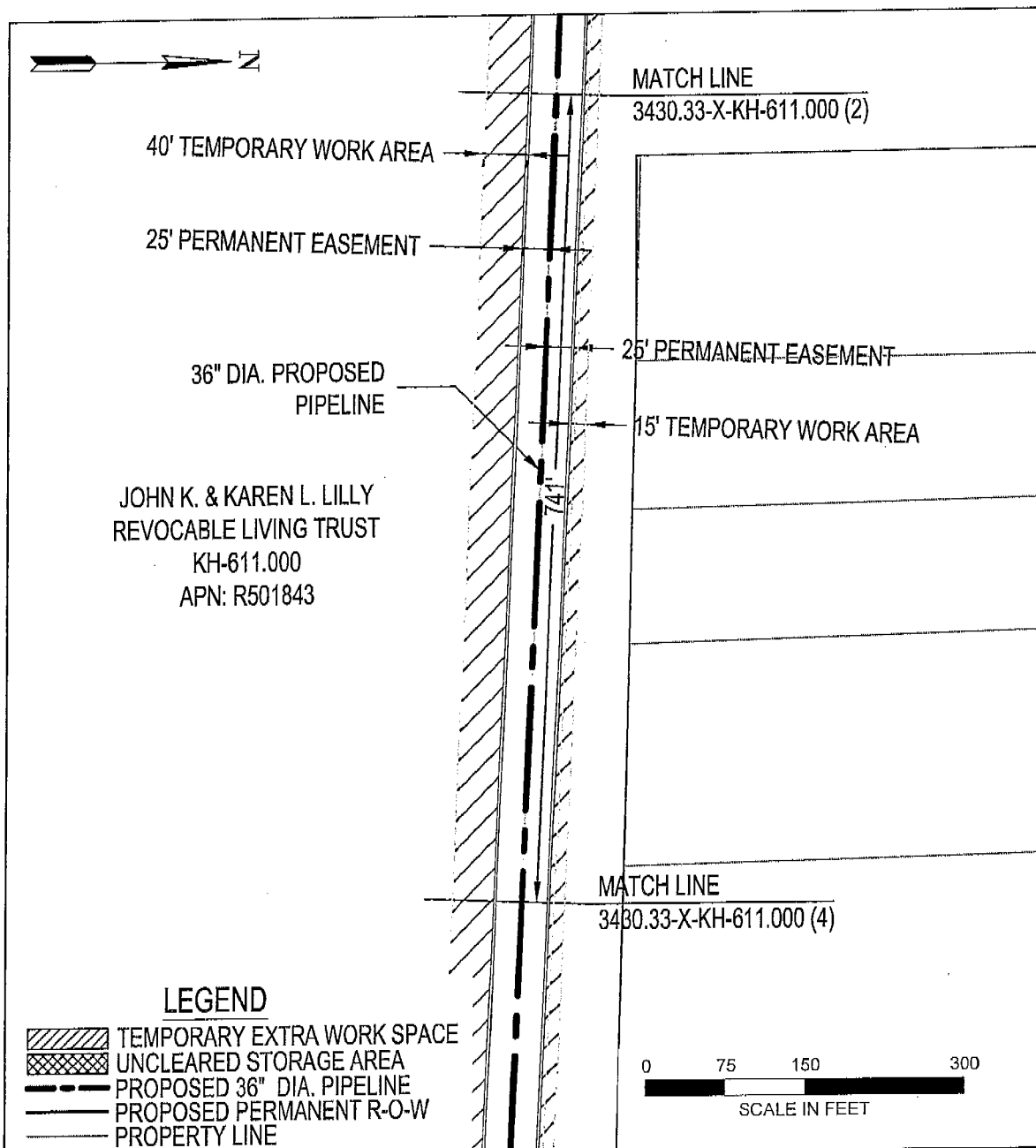
- TEMPORARY EXTRA WORK SPACE
- UNCLEARED STORAGE AREA
- PROPOSED 36" DIA. PIPELINE
- PROPOSED PERMANENT R-O-W
- PROPERTY LINE




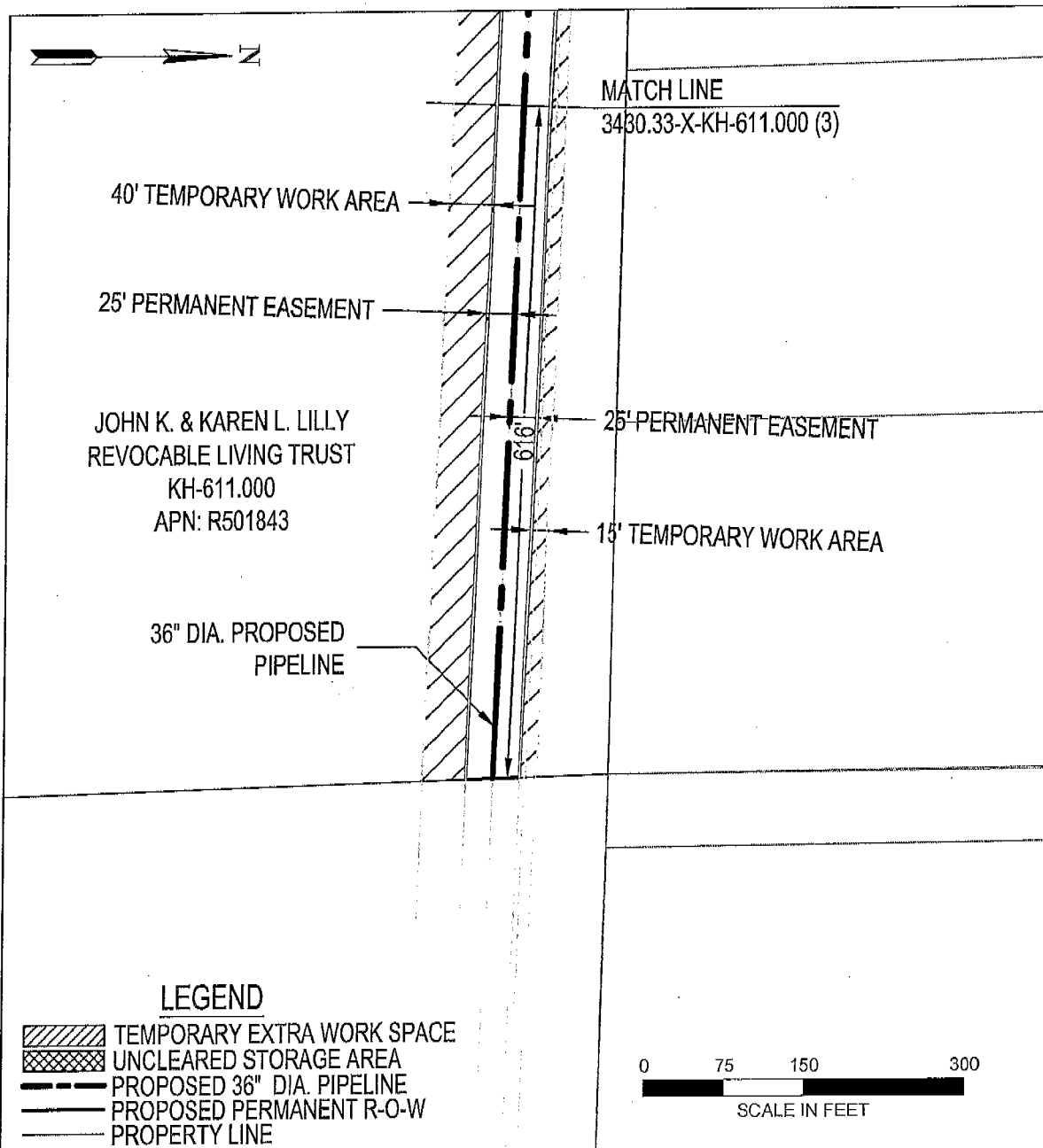
AREA TOTALS			1	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	164834.58	3.784	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL John K + Karen L Lilly Revocable Living Trust M.P. 191.48 TO M.P. 192.10 T-39 S, R-8 E, S-32 KLAMATH COUNTY, OREGON		
TEMP. EXTRA WORK AREA:	211101.09	4.846			
UNCLEARED STORAGE AREA:	0.0	0.0			
DRAWN:TAD DATE:02-18-2015					
CHECK:GMP DATE:02-19-2015					
APPRV: DATE:			DRAWING NO: 3430.33-X-KH-610.000 (1)		



AREA TOTALS			1	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	164834.58	3.784	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL John K + Karen L Lilly Revocable Living Trust M.P. 191.48 TO M.P. 192.10 T-39 S, R-8 E, S-32 KLAMATH COUNTY, OREGON		
TEMP. EXTRA WORK AREA:	211101.09	4.846			
UNCLEARED STORAGE AREA:	0.0	0.0			
DRAWN:TAD DATE:02-18-2015					
CHECK:GMP DATE:02-19-2015			DRAWING NO: 3430.33-X-KH-610.000 (2)		
APPRV: DATE:					



AREA TOTALS			1	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	164834.58	3.784		PACIFIC CONNECTOR GAS PIPELINE, LP	
TEMP. EXTRA WORK AREA:	211101.09	4.846		RIGHT-OF-WAY DETAIL	
UNCLEARED STORAGE AREA:	0.0	0.0		John K + Karen L Lilly Revocable Living Trust	
DRAWN: TAD DATE: 02-18-2015				M.P. 191.48 TO M.P. 192.10	
CHECK: GMP DATE: 02-19-2015				T-39 S, R-8 E, S-32	
APPRV: DATE:				KLAMATH COUNTY, OREGON	
				DRAWING NO: 3430.33-X-KH-610.000 (3)	




AREA TOTALS			1	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	164834.58	3.784	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL John K + Karen L Lilly Revocable Living Trust M.P. 191.48 TO M.P. 192.10 T-39 S, R-8 E, S-32 KLAMATH COUNTY, OREGON		
TEMP. EXTRA WORK AREA:	211101.09	4.846			
UNCLEARED STORAGE AREA:	0.0	0.0			
DRAWN:TAD DATE:02-18-2015			DRAWING NO: 3430.33-X-KH-610.000 (4)		
CHECK:GMP DATE:02-19-2015					
APPRV: DATE:					

EXHIBIT "A-1"

All that portion of the S1/2 NE1/4 of Section 32, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, lying South of the Klamath Falls-Ashland Highway and West of that parcel of land conveyed to O.L. Grimes by deed recorded in Book 109 at Page 299, deed records of Klamath County, Oregon.

All that portion of the SE1/4 NW1/4 of Section 32, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, lying South of the Klamath Falls Ashland Highway.

All of the SE1/4 of Section 32, Township 39 South, Range 8 East of the Willamette Meridian. EXCEPTING THEREFROM the portion contained in the right of way of Weyerhaeuser Timber Company's Logging Railroad, and that portion thereof lying Southeasterly from said right of way.

The NE1/4 SW1/4, Government Lots 2 and 10, and all of Government Lot 11 in Section 32, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon. EXCEPTING the portion contained in the right of way of Weyerhaeuser Timber Company's Logging Railroad, and that portion described as follows:

Beginning at the corner common to Sections 31 and 32, Township 39 South, and Sections 5 and 6, Township 40 South, all in Range 8 East of the Willamette Meridian; thence North along the Section line 490.7 feet, more or less, to the meander corner; thence South $81^{\circ} 30'$ East, along the meander line which is the Northerly line of Government Lot 11 of said Section 32, a distance of 800.8 feet; thence South $52^{\circ} 32'$ East, 612.7 feet, more or less, to the South line of said Section 32; thence West, along the section line, a distance of 1278.3 feet, more or less, to the point of beginning, being a portion of Government Lot 11, Section 32, Township 39 South, Range 8 East of the Willamette Meridian. SAVING AND EXCEPTING that parcel of land containing 0.86 of an acre, more or less, deeded by B.E. Kerns to the Weyerhaeuser Timber Company for railroad right of way, the deed for which is recorded in Book 85 at Page 104, Deed records of Klamath County, Oregon.

All that portion of the NW1/4 SW1/4 and Government Lot 1 of Section 32, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows:

Beginning at the quarter section corner between Sections 31 and 32, Township 39 South, Range 8 East of the Willamette Meridian; thence South along the Section line 14.66 chains; thence East 12 chains; thence South to the South boundary of Government Lot 1; thence East along the meander line to the Southeast corner of Government Lot 1; thence North to the Northeast corner of the NW1/4 SW1/4 of Section 32; thence West to the point of beginning. EXCEPTING THEREFROM the following portion thereof:

Beginning at the quarter section corner on the West line of said Section 32; thence South along the section line 870 feet; thence East 879 feet, more or less, to the West line of the State Highway; thence Northerly along said line of Highway to a point which is 1100 feet East and 206 feet South of said quarter section corner; thence North 206 feet to the North line of said NW1/4 SW1/4; thence West along said line 1100 feet to the said quarter section corner, and ALSO EXCEPTING THEREFROM that portion thereof described as follows:

Beginning at a point on a line between Sections 31 and 32, which is 870 feet South of the quarter corner common to said Sections 31 and 32; thence South along said section line a distance of 97.56 feet to the Northwest corner of the D.J. Puckett property; thence West 879 feet, more or less, to the West line of the right of way of the Oregon State Highway No. 66; thence North along the West line of said right of way 97.56 feet; thence East 879 feet 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 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 agrees to H-brace all fences prior to cutting and to return all fences to condition equal to or better than existed prior to construction.
6. Grantee will pay Grantor \$17,300.00 at the signing of these agreements and the balance of the compensation after January 2, 2016.