

2015-007153

Klamath County, Oregon

RETURN ADDRESS

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



00172195201500071530090090

07/01/2015 12:16:17 PM

Fee: \$82.00

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

R492121

W2015OR 12026

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".

For Informational purposes

Also known by County Assessor Parcel Number(s): **R492121**

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.

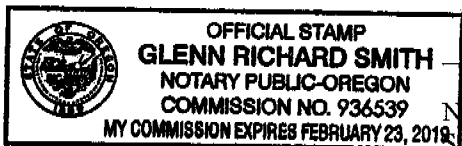
Peggie LaBum
Peggie LaBum, Attorney in Fact

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.



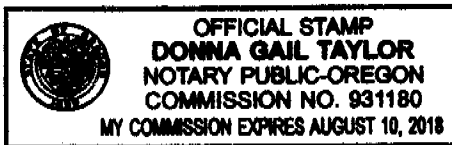
Glenn Richard Smith
Notary Public in and for the
State of Oregon

My Commission Expires: February 23, 2019

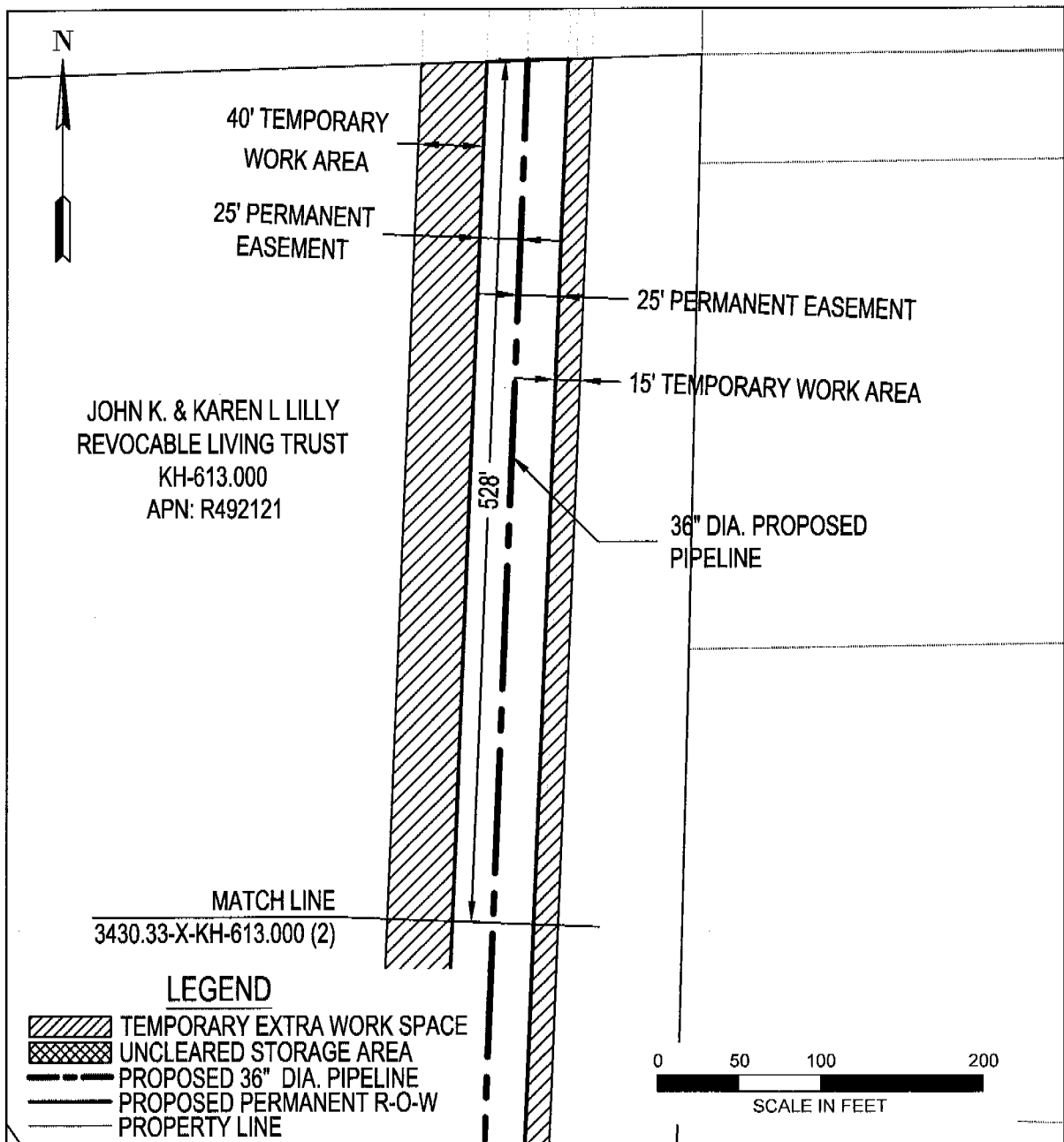
ACKNOWLEDGMENT ATTORNEY-IN-FACT


STATE OF OREGON)
COUNTY OF Jackson)ss.

On the 25th day of June, 2015, Peggie Labrum/Robert Imhof 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.

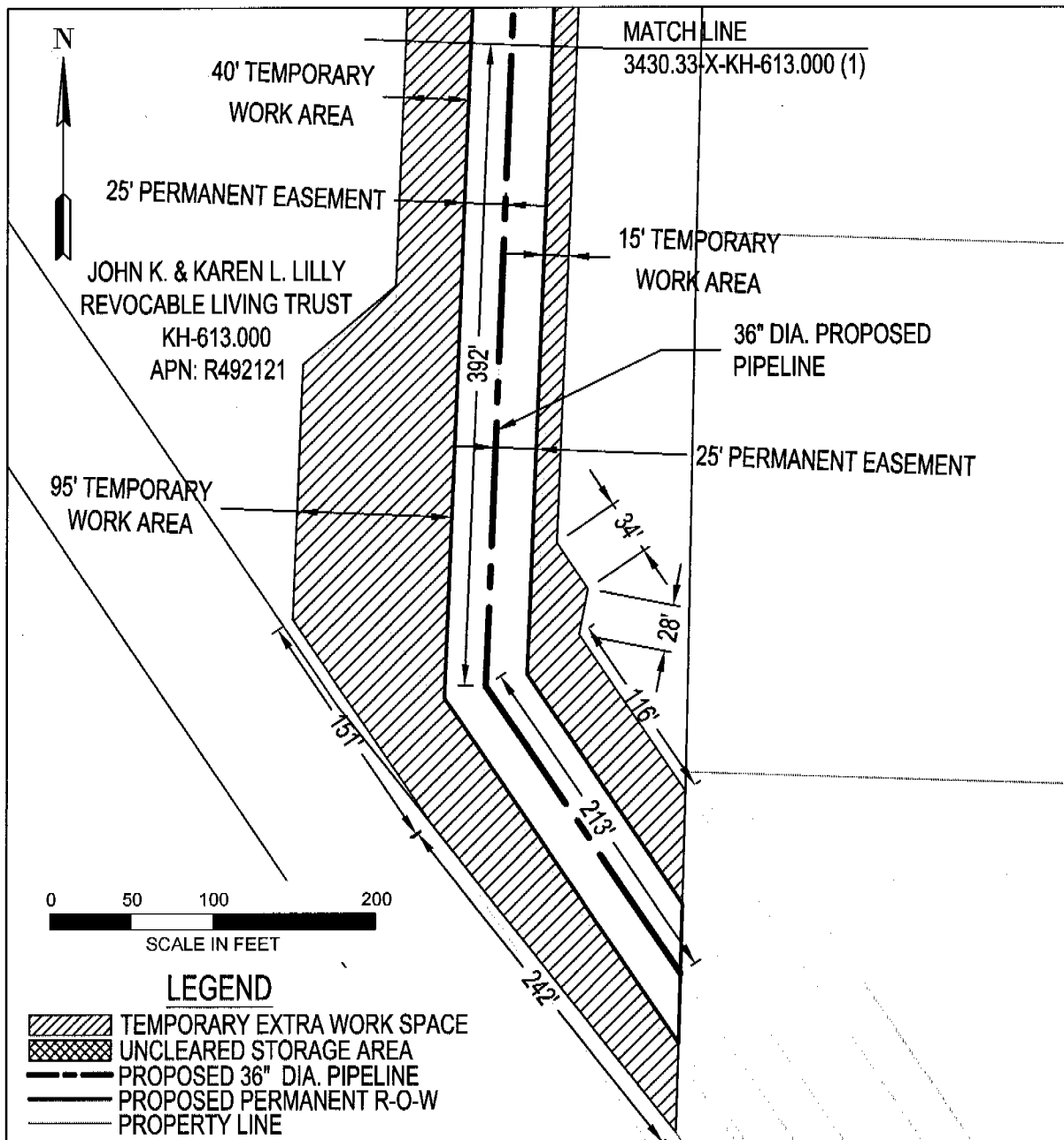



Donna Gail Taylor
Notary Public in and for the
State of Oregon
My Commission Expires: August 10, 2018



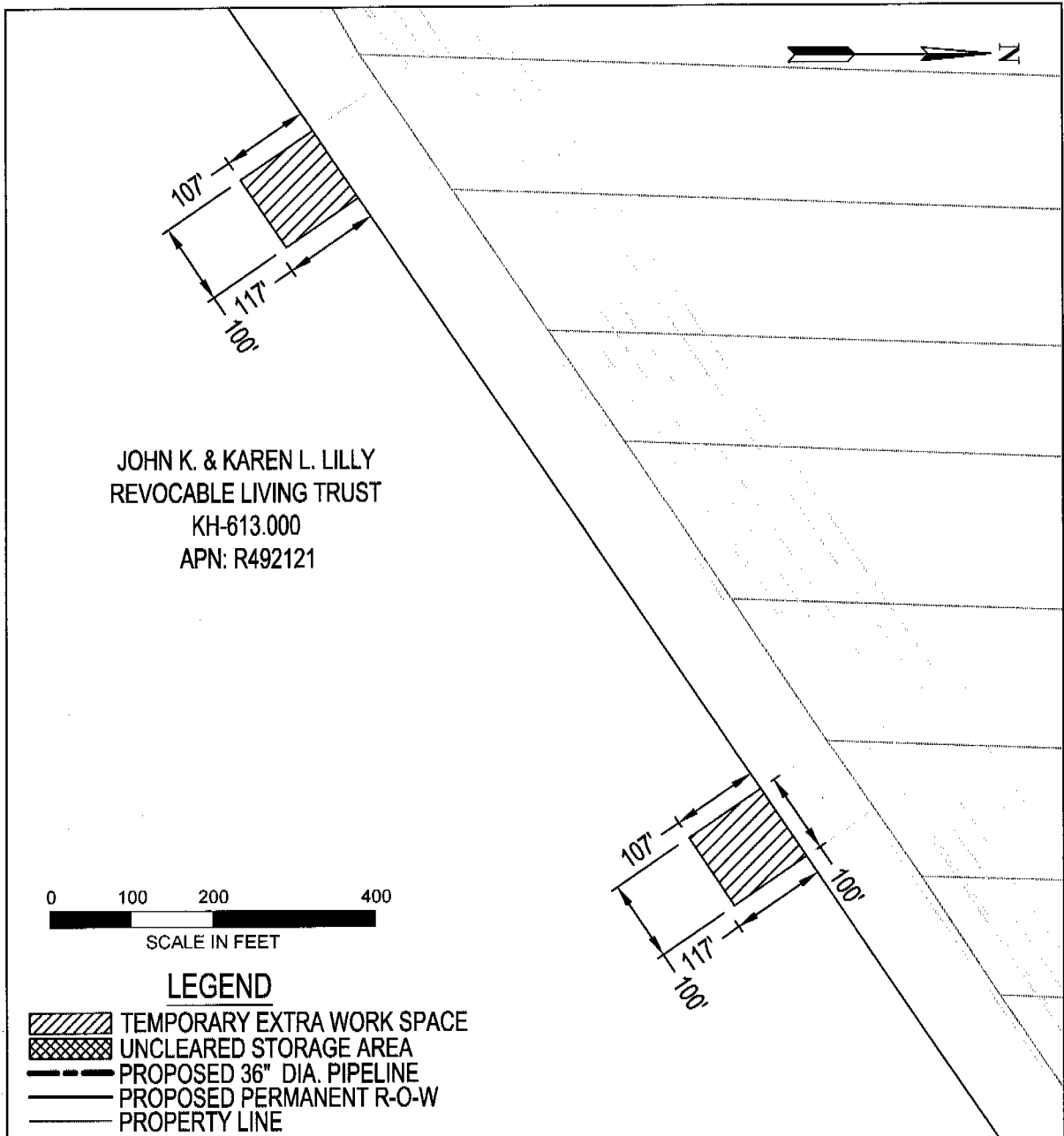
AREA TOTALS			1	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	56669.76	1.301	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL John K + Karen L Lilly Revocable Living Trust M.P. 192.10 TO M.P. 192.71 T-39 S, R-8 E, S-33 KLAMATH COUNTY, OREGON		
TEMP. EXTRA WORK AREA:	103326.08	2.372			
UNCLEARED STORAGE AREA:	0.0	0.0			
DRAWN: TAD DATE: 02-18-2015			DRAWING NO: 3430.33-X-KH-613.000 (1)		
CHECK: GMP DATE: 02-19-2015					
APPRV: DATE:					





AREA TOTALS			1	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	56669.76	1.301			
TEMP. EXTRA WORK AREA:	103326.08	2.372			
UNCLEARED STORAGE AREA:	0.0	0.0			
DRAWN: TAD DATE: 02-18-2015					
CHECK: GMP DATE: 02-19-2015					
APPRV: DATE:					

PACIFIC CONNECTOR GAS PIPELINE, LP
RIGHT-OF-WAY DETAIL
John K + Karen L Lilly Revocable Living Trust
M.P. 192.10 TO M.P. 192.71
T-39 S, R-8 E, S-33
KLAMATH COUNTY, OREGON
DRAWING NO: 3430.33-X-KH-613.000 (2)




AREA TOTALS			1	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	56669.76	1.301	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL John K + Karen L Lilly Revocable Living Trust M.P. 192.10 TO M.P. 192.71 T-39 S, R-8 E, S-33 KLAMATH COUNTY, OREGON		
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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-613.000 (3)		

EXHIBIT "A-1"

All of the W1/2 SE1/4; and all of the SW1/4, Section 33, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

ALSO, all that part of the NW1/4 of said Section 33, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, lying Southerly of and from the Weyerhaeuser Railroad right of way, which said railroad passes in a Northeasterly and Southwesterly direction through the S1/2 NW1/4 of said Section 33.

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.