

2015-007155

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 12:17:15 PM

Fee: \$72.00

**DOCUMENT TITLE(S): CONSTRUCTION STIPULATIONS AGREEMENT**

**REFERENCE NUMBERS(S) OF RELATED DOCUMENTS**

**GRANTOR(S)**

EDWARD G. COLVIN

**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 LYING IN SECTION 31, TOWNSHIP 40 SOUTH, RANGE 12 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**

R627922

**W2015OR 12021**

## CONSTRUCTION STIPULATIONS AGREEMENT

For valuable consideration, Edward G. Colvin ("Grantor") whose address is 17790 Harpold Rd. 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 of land lying in Section 31, Township 40 South, Range 12 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): **R627922**

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 9, 2013 in Klamath County as Instrument No. 2013-010090.

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 15<sup>th</sup> day of JUNE, 2015

**GRANTOR:**

Edward G. Colvin  
Edward G. Colvin

**GRANTEE:**

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

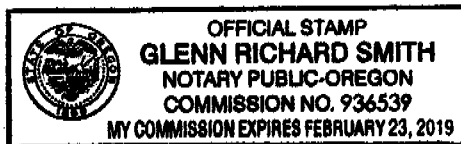
Peggie Labrum  
Peggie Labrum, Attorney in Fact

**ACKNOWLEDGMENT**

STATE OF OREGON )  
COUNTY OF KANATH )ss.  
)

BEFORE ME, the undersigned authority, on this 15<sup>th</sup> day of JUNE, 2015, personally appeared EDWARD G. COLVIN, 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<sup>rd</sup> 2019

ACKNOWLEDGMENT ATTORNEY-IN-FACT

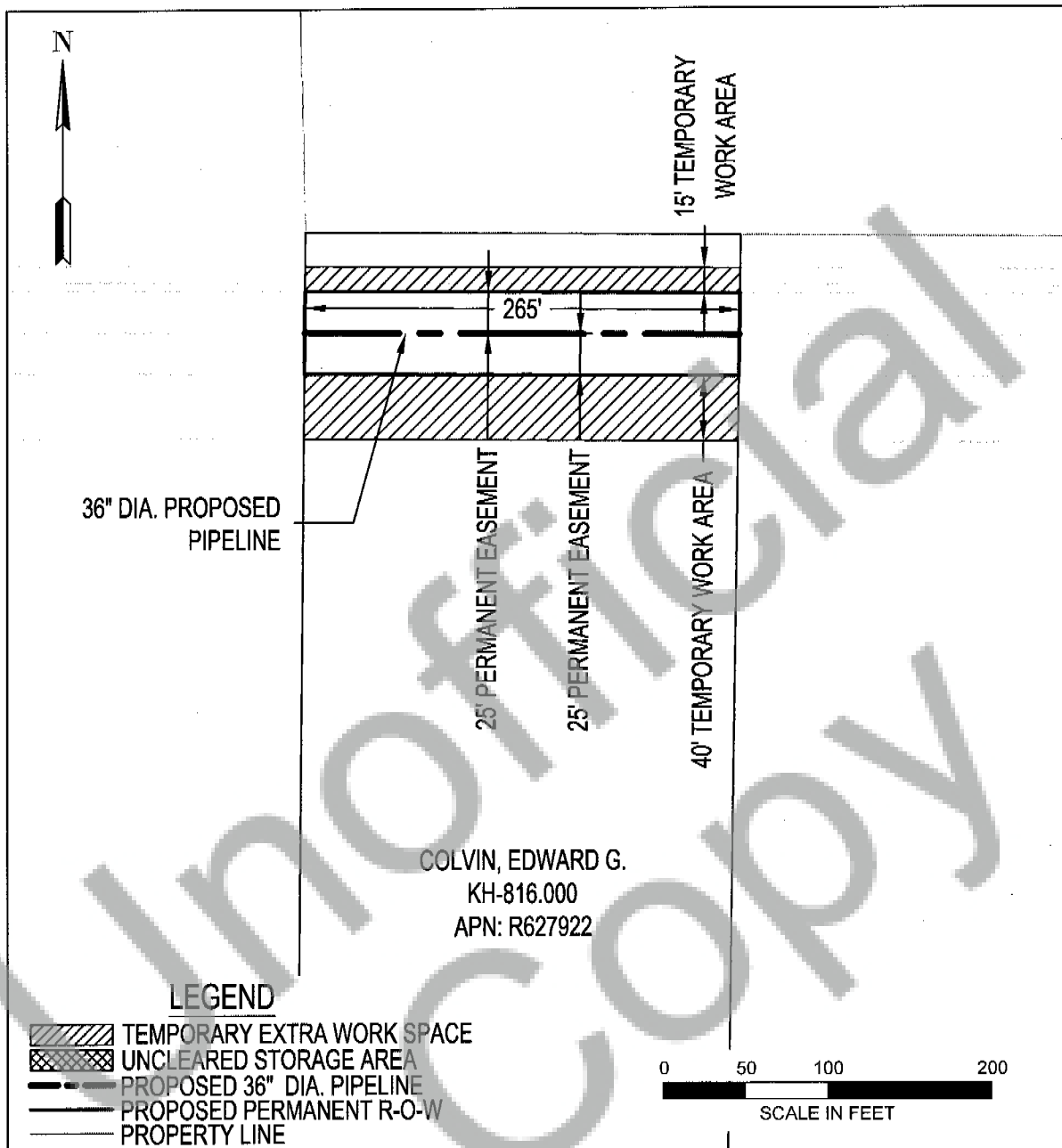
STATE OF OREGON )  
COUNTY OF Jackson )ss.

On the 16<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

Unofficial Copy




AREA TOTALS			EXHIBIT "A"	
	SQ. FT.	ACRES.		
PERM. R-O-W:	13256.29	0.304	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL Colvin Edward G M.P. 221.87 TO M.P. 221.92 T-40-S, R-11-E, S-31 KLAMATH COUNTY, OREGON	
TEMP. EXTRA WORK AREA:	14574.56	0.335		
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-816.000	

EXHIBIT "A-1"

PARCEL 1:

That portion of Lot 4, Section 30, Township 40 South, Range 12 East, Willamette Meridian, lying Southerly of Poe Valley-Malin Highway, Klamath County, Oregon.

PARCEL 2:

All of Government Lot 1, Section 31, Township 40 South, Range 12 East, Willamette Meridian, Klamath County, Oregon.

PARCEL 3:

That portion of the SE1/4 of the SW1/4 of Section 30, Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, lying Southwesterly of the Malin-Bonanza Highway.

## 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. If necessary, Grantee will erect temporary fencing to control livestock and maintain the livestock a safe distance from the construction activities with a mutually agreed upon ditch crossover to allow livestock to have access to water and feed or Grantee will pay Grantor for the reasonable cost of boarding, feeding and containment of horses. Grantee will notify Grantor prior to construction of the date livestock is to be removed. Grantor and Grantee will mutually agree when the livestock can be returned to the property.