

2015-009345

Klamath County, Oregon



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08/21/2015 02:22:57 PM

Fee: \$67.00

RETURNADDRESS

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

DOCUMENT TITLE(S): DAMAGE AGREEMENT

REFERENCE NUMBERS(S) OF RELATED DOCUMENTS

GRANTOR(S)

KEITH M. ANDERSON AND JOSEFINA V. ANDERSON, HUSBAND AND WIFE 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

THAT PART OR PORTION OF THE S2 SW4 AND IN GOVERNMENT LOT 4, SECTION 17, TOWNSHIP 40
SOUTH, RANGE 10 EAST, WILLAMETTE MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED ON THE
ATTACHED EXHIBIT "A-1".

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

R98227

W20150R 12029

DAMAGE AGREEMENT

This Damage Agreement ("Agreement") is between Keith M. Anderson and Josefina V. Anderson, husband and wife as tenants by the entirety ("Grantor"), whose address is 9809 Matney Way, Klamath Falls, OR 97603, and Williams Pacific Connector Gas Operator LLC, a Delaware limited liability company on behalf of Pacific Connector Gas Pipeline L.P., a Delaware limited partnership ("Grantee"), whose address is PO Box 58900, Salt Lake City, Utah 84158-0900. This Agreement establishes the terms and conditions under which any damages to the parcel of land identified below caused by the construction of a 36" Natural Gas Pipeline are to be calculated and compensated ("Damage Payment"). The property(s) is situated in Klamath County, State of Oregon, and more particularly described below:

That part or portion of the S2 SW4 and in Government Lot 4, Section 17, Township 40 South, Range 10 East, Willamette Meridian and being more particularly described on the attached Exhibit "A-1".

Also known by County Assessor Parcel Number(s): **R98227**

The approximate location of the areas affected by construction is shown on Exhibit "A" attached hereto and made a part of this agreement.

Grantor and Grantee agree as follows:

Grantee agrees to pay the Damage Payment at least 30 days prior to the start of any clearing or construction activities on the affected property(s).

Compensation to the Grantor will include the agreed upon damages listed below:

1. Damages to fences, driveways, roadways and structures not otherwise compensated or repaired/ restored during the construction restoration phase.
2. Damages to landscaping, drain lines, drain tiles or utilities not otherwise compensated or repaired during the construction restoration phase.
3. Payment for crop or timber losses as described on the Determination of Value Worksheet provided to Grantor on 7-24-15 or as determined by similar means at the time of construction, whichever is greater.
4. (Add as necessary to cover tract-specific items – i.e., boarding, feeding, moving stock, etc)

Damage Payment is based on the following identified impacts:

Total Cost for Damages:

W20150R12029

WITNESS THE EXECUTION THIS 24 day of July, 2015

GRANTOR:

Keith M. Anderson
Keith M. Anderson

GRANTOR:

Josefina V. Anderson
Josefina V. Anderson

GRANTEE:

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

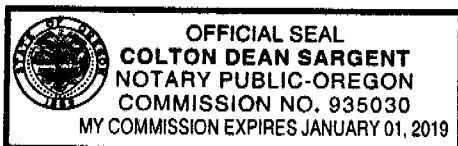
Peggie Labrum
Peggie Labrum, Attorney in Fact

ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF Klamath) ss.

BEFORE ME, the undersigned authority, on this 24 day of July, 2015, personally appeared Keith Michael Anderson, 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.



Colton Dean Sargent
Notary Public in and for the
State of Oregon

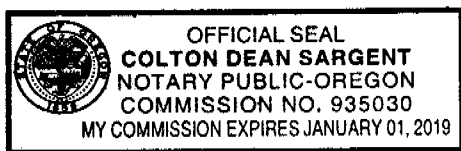
My Commission Expires: January 01, 2019

ACKNOWLEDGMENT

STATE OF OREGON)
)ss.
COUNTY OF Klamath)

BEFORE ME, the undersigned authority, on this 24 day of July, 2015, personally appeared Josefine Villas Anderson, 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.



Colton Dean Sargent

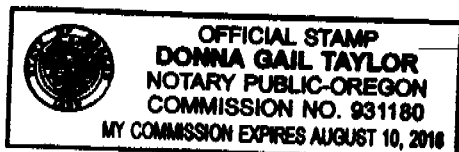
Notary Public in and for the
State of Oregon

My Commission Expires: January 01, 2019

ACKNOWLEDGMENT ATTORNEY-IN-FACT

STATE OF OREGON)
)ss.
COUNTY OF Jackson)

On the 6th day of August, 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

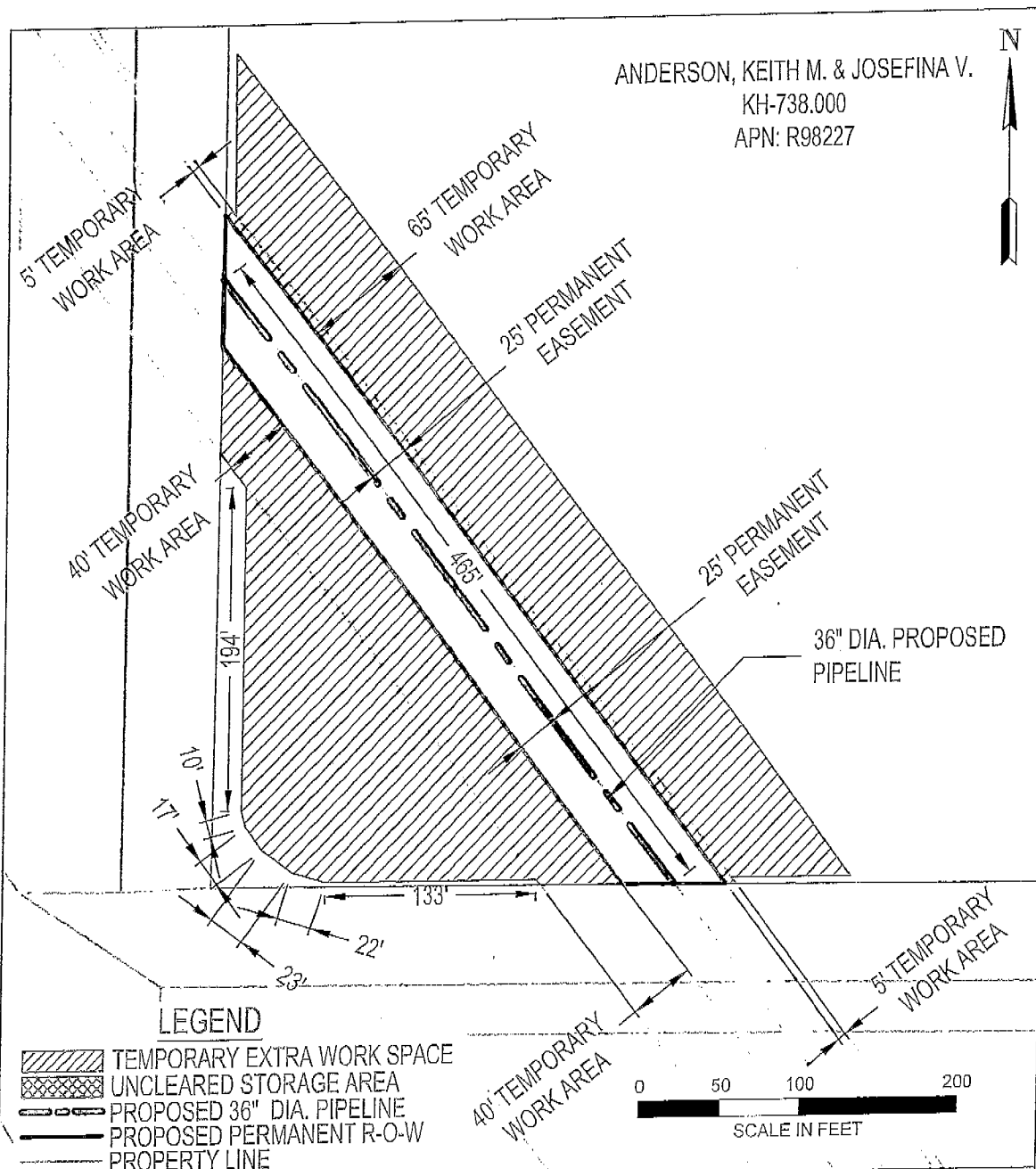
My Commission Expires: August 10, 2018


EXHIBIT "A-1"

A tract of land situated in the S1/2 SW1/4 and in Government Lot 4, Section 17, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the West line of said Section 17, said point being South a distance of 1574.97 feet from the 5/8 inch iron pin marking the West one-fourth corner of said Section 17, said point being in the centerline of the County road known as the Elliott Road and said point being the Northwest corner of that strip of land as described in Deed volume 350, page 632, Klamath County Deed Records; thence South along the West line of said Section 17 and along the centerline of the Elliott Road a distance of 1066.63 feet to a 5/8 inch iron pin marking the Southwest corner of said Section 17, said point also being in the centerline of the County road known as Zuckerman Road; thence South 89 degrees 58' 45" East along the South line of said Section 17 and along the centerline of the Zuckerman Road a distance of 2770.00 feet; thence North parallel with the West line of said Section 17 a distance of 30.00 feet to a 5/8 inch iron pin on the North line of Zuckerman Road; thence continuing North a distance of 849.85 feet to a 5/8 inch iron pin; thence North 86 degrees 56' East a distance of 212.71 feet to a 5/8 inch iron pin; thence continuing North 86 degrees 56' East to the Westerly bank of Lost River; thence Northwesterly along the Westerly bank of Lost River to a point that bears North 86 degrees 56' East from the point of beginning, said point being the Northeasterly corner of that strip of land as described in deed volume 350, page 632, Klamath County Deed Records; thence following the Northerly line of said strip of land; South 86 degrees 56' West to a 5/8 inch iron pin that is North 86 degrees 56' East a distance of 2824.95 feet from the point of beginning; thence continuing South 86 degrees 56' West a distance of 2794.91 feet to a 5/8 inch iron pin on the East line of the Elliott Road; thence continuing South 86 degrees 56' West a distance of 30.04 feet to the point of beginning.

EXCEPTING road right of way along the West and South boundaries thereof.



AREA TOTALS			EXHIBIT "A"	
	SQ. FT.	ACRES.		
PERM. R-O-W:	23253.09	0.534		
TEMP. EXTRA WORK AREA:	73266.48	1.682		
UNCLEARED STORAGE AREA:	0.0	0.0		
DRAWN:TAD DATE:05-04-2015				
CHECK:GMP DATE:05-08-2015				
APPRV: DATE:				

PACIFIC CONNECTOR GAS PIPELINE, LP
RIGHT-OF-WAY DETAIL
Anderson, Keith M + Josefina V
M.P. 209.05 TO M.P. 209.13
T-40 S, R-10 E, S-17
KLAMATH COUNTY, OREGON
DRAWING NO: 3430.33-X-KH-738.000