

2015-009347

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)

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

W2015OR 12028

72

CONSTRUCTION STIPULATIONS AGREEMENT

For valuable consideration, 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, 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 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 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 7-24-15

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 and is more clearly defined in the Damage Agreement dated 7-24-15. 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 24 day of July, 20 15

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.

Peggy Labrum
Peggy Labrum, Attorney in Fact

ACKNOWLEDGMENT

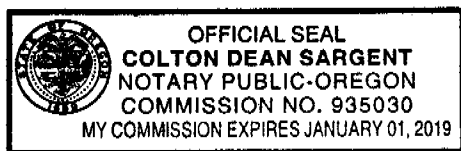
STATE OF OREGON)

COUNTY OF Klamath)

)ss.

BEFORE ME, the undersigned authority, on this 24 day of July, 20 15
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

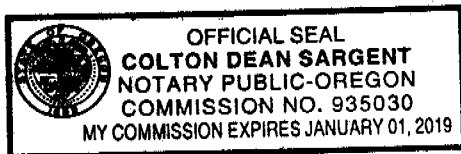
My Commission Expires: January 01, 2019

ACKNOWLEDGMENT

STATE OF OREGON)
)ss.
COUNTY OF Klamath)

BEFORE ME, the undersigned authority, on this 24 day of July, 2015, personally appeared Josefina Villar 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

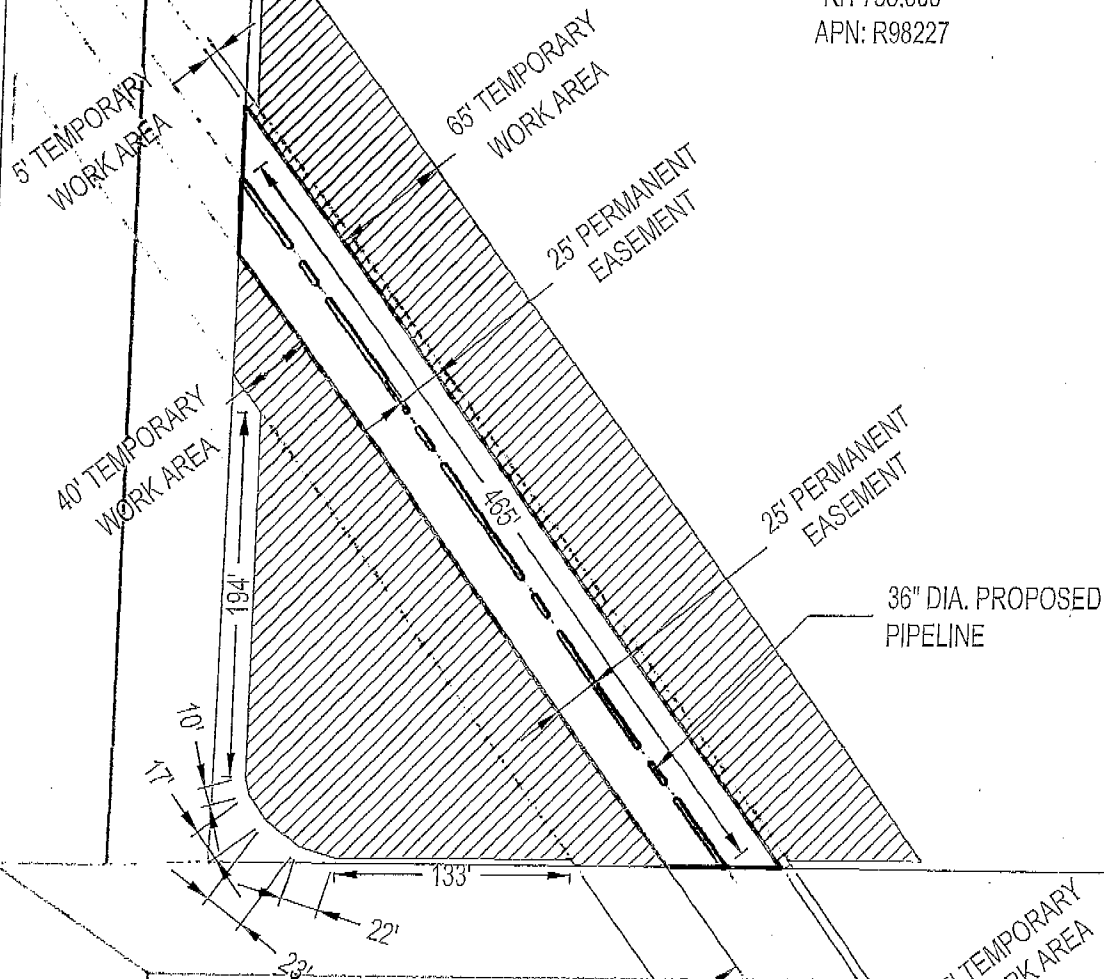
STATE OF OREGON)
)ss.
COUNTY OF Jackson)

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

ANDERSON, KEITH M. & JOSEFINA V.
KH-738.000
APN: R98227



LEGEND

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

0 50 100 200
SCALE IN FEET

AREA TOTALS

	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:		

EXHIBIT "A"

PACIFIC CONNECTOR GAS PIPELINE, LP
RIGHT-OF-WAY DETAIL
Anderson, Keith M + Josefin 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



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.

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 7 days prior to start of survey and via phone or in writing, at least 7 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.