

2015-012120

Klamath County, Oregon

11/05/2015 11:47:27 AM

Fee: \$92.00

RECORDING COVER SHEET (Please Print or Type)

The information on this sheet is a reflection of the attached instrument for the purpose of meeting first page recording requirements, ORS 205.234.

If this cover page is included with your document, please add \$5.00 to the total recording fees.

AFTER RECORDING RETURN TO:

Pacific Connector Gas Pipeline

832 NW Highland Street

Roseburg, OR 97470

Assured Title WAS REQUESTED TO
RECORD THIS INSTRUMENT AS
AN ACCOMMODATION. IT HAS NOT
BEEN EXAMINED FOR SUFFICIENCY
OR ITS EFFECT UPON THE TITLE.

1) TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)

Construction Stipulations Agreement

2) DIRECT PARTY / GRANTOR(S) ORS 205.125(1)(b) and 205.160

Stukel Mountain Properties, LLC

7552 E. Wethersfield Rd.

Scottsdale, AZ 85260

3) INDIRECT PARTY / GRANTEE(S) ORS 205.125(1)(a) and 205.160

Williams Pacific Connector Gas Operator LLC

PO Box 58900

Salt Lake City, UT 84158-0900

4) TRUE AND ACTUAL CONSIDERATION

ORS 93.030(5) – Amount in dollars or other

\$ _____ ☒ Other**5) SEND TAX STATEMENTS TO:**

No Change

6) SATISFACTION of ORDER or WARRANT

ORS 205.125(1)(e)

CHECK ONE: ☐ FULL
(If applicable) ☐ PARTIAL

7) The amount of the monetary obligation imposed by the order or warrant. ORS 205.125(1)(c)

\$ _____

8) If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244: "RERECORDED TO CORRECT _____"

PREVIOUSLY RECORDED IN
BOOK _____ AND PAGE _____, OR AS FEE NUMBER _____."

Assured Title CRK/5008

RETURN ADDRESS

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

A
Assessors Title WAS REQUESTED TO
RECORD THIS INSTRUMENT AS
AN ACCOMMODATION. IT HAS NOT
BEEN EXAMINED FOR SUFFICIENCY
OR ITS EFFECT UPON THE TITLE.

DOCUMENT TITLE(S): CONSTRUCTION STIPULATIONS AGREEMENT

REFERENCE NUMBERS(S) OF RELATED DOCUMENTS

GRANTOR(S)

STUKEL MOUNTAIN PROPERTIES, LLC, AN OREGON LIMITED LIABILITY COMPANY

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 PARCEL OF LAND BEING DESCRIBED AS GOVERNMENT LOTS 5, 6, 7, 8 AND 9; N1/2 NW1/4; SE1/4
NW1/4, LYING SOUTHWESTERLY OF THE RAILROAD, IN SECTION 27, TOWNSHIP 40 SOUTH, RANGE 10
EAST OF THE WILLAMETTE MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED ON THE ATTACHED
EXHIBIT "A-1".

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

R897897

W2015OR 12037

CONSTRUCTION STIPULATIONS AGREEMENT

For valuable consideration, Stukel Mountain Properties, LLC, an Oregon Limited Liability Company ("Grantor") whose address is 7552 E. Wethersfield Rd., Scottsdale, AZ 85260, 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 parcel of land being described as Government Lots 5, 6, 7, 8 and 9; N1/2 NW1/4; SE1/4 NW1/4, lying Southwesterly of the Railroad, in Section 27, Township 40 South, Range 10 East of the Willamette Meridian and being more particularly described on the attached Exhibit "A-1".

Also known by County Assessor Parcel Number(s): **R897897**

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 9/21/15.

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. 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 21 day of September, 20 15

GRANTOR:

Sandi S. Hunter
Sandi Suzanne Hunter, Member

GRANTOR:

Jeff Michael Hunter
Jeff Michael Hunter, Member

GRANTEE:

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

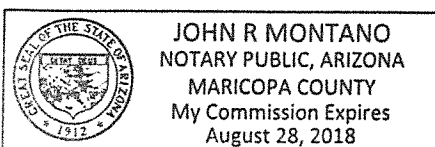
Peggie Labrum
Peggie Labrum, Attorney in Fact

ACKNOWLEDGMENT

ARIZONA
STATE OF ~~OREGON~~)
)ss.
COUNTY OF MARICOPA)

BEFORE ME, the undersigned authority, on this 21 day of SEPTEMBER, 2015 personally appeared SANDRA S. HUNTER as Member of Stukel Mountain Properties, LLC, an Oregon Limited Liability Company, 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.



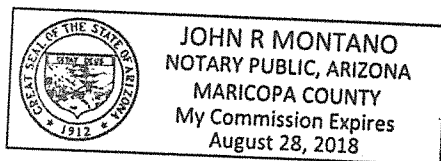
John R. Montano
Notary Public in and for the
State of ~~Oregon~~ ARIZONA
My Commission Expires: AUGUST 28, 2018

ACKNOWLEDGMENT

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

BEFORE ME, the undersigned authority, on this 21 day of SEPTEMBER, 2015, personally appeared JEFF M. HINTER as Member of Stukel Mountain Properties, LLC, an Oregon Limited Liability Company, 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.

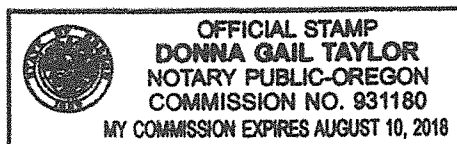


John R. Montano
Notary Public in and for the
State of ~~Oregon~~ ARIZONA
My Commission Expires: AUGUST 28, 2018

ACKNOWLEDGMENT ATTORNEY-IN-FACT

STATE OF OREGON)
)ss.
COUNTY OF Jackson)

On the 22nd day of September, 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

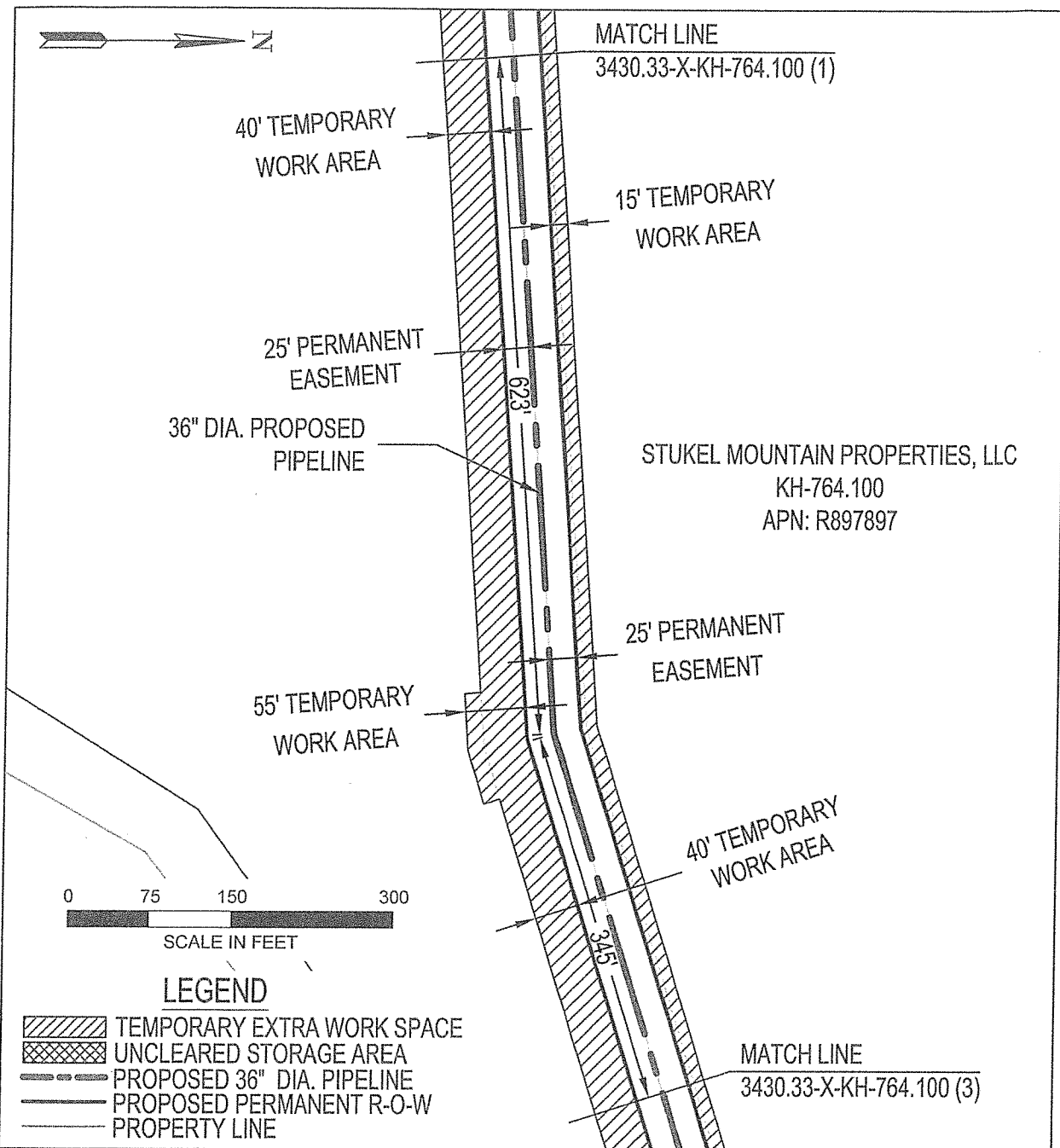
EXHIBIT "B"


CONSTRUCTION STIPULATIONS

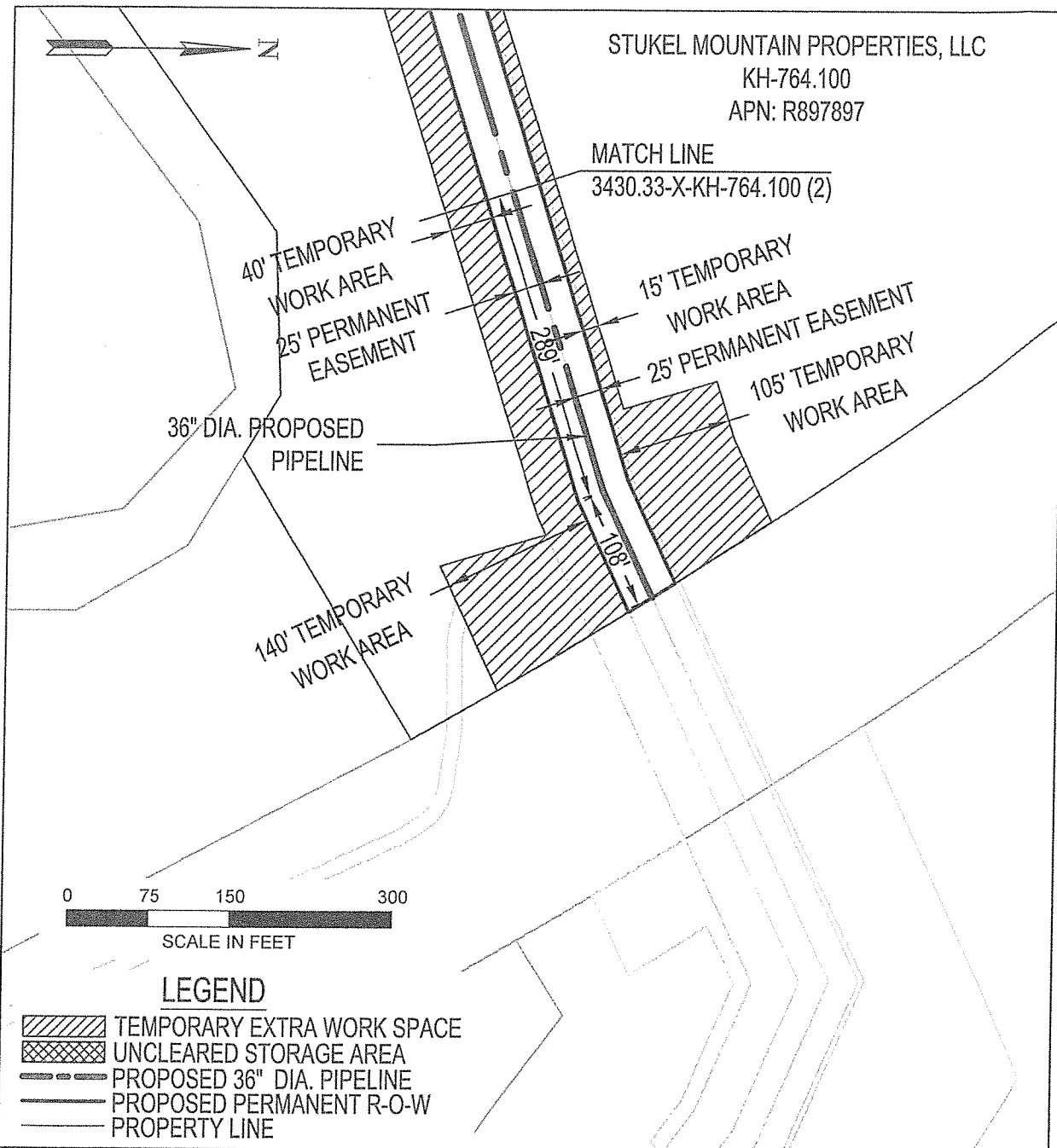
In accordance with the terms and conditions of this agreement, the Grantor and Grantee agree that the natural gas pipeline facilities will be constructed on Grantor's property in accordance with the following terms and conditions:

1. Grantee will notify Grantor, in writing, of the construction activity 14 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. Grantor has prepaid Grantee for the reasonable cost of crop loss within the construction workspace area based on three years impact. Restoration to construction workspace area will include final grading only.
6. Grantor will repair the specific areas in the construction workspace area, where the pivot crosses to alleviate possible settlement/uneven ground limiting Grantee ability to irrigate the entire field.
7. Grantor will notify Grantee of the inability of the pivot to continue its rotation and provide Grantee 48 hours to repair the field so the pivot will continue its rotation and irrigation of the field. If the crop is lost due to Grantee's expressed inability to complete the repair within 48 hours, Grantee will compensate Grantor for demonstrated loss yield of crops, amount not to exceed \$25,000.00.
8. Before disturbing the pivot area over the pipeline on Grantor's land, Grantee shall determine the density/compaction of said area, Grantee shall restore the pivot area disturbed by construction activities to a condition equal to or better than existed prior to the construction activity. The restoration standard that will apply to this section requires Grantee to compact the disturbed area to the same density/compaction as existed prior to the disturbance.

9. Grantee will install temporary fences along both side of the construction workspace limits, prior to construction, to prevent unauthorized access to the remainder of Grantor's property.



AREA TOTALS			1	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	115426.80	2.650		PACIFIC CONNECTOR GAS PIPELINE, LP	
TEMP. EXTRA WORK AREA:	192563.23	4.421		RIGHT-OF-WAY DETAIL	
UNCLEARED STORAGE AREA:	0.0	0.0		Stukel Mountain Properties, LLC	
DRAWN: TAD DATE: 04-21-2015				M.P. 212.07 TO M.P. 212.50	
CHECK: GMP DATE: 04-22-2015				T-40 S, R-10 E, S-27	
APPRV: DATE:				KLAMATH COUNTY, OREGON	
				DRAWING NO: 3430.33-X-KH-764.100 (2)	




AREA TOTALS			1	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	115426.80	2.650	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL Stukel Mountain Properties, LLC M.P. 212.07 TO M.P. 212.50 T-40 S, R-10 E, S-27 KLAMATH COUNTY, OREGON		
TEMP. EXTRA WORK AREA:	192563.23	4.421			
UNCLEARED STORAGE AREA:	0.0	0.0			
DRAWN:TAD DATE:04-21-2015					
CHECK:GMP DATE:04-22-2015			DRAWING NO: 3430.33-X-KH-764.100 (3)		
APPRV: DATE:					

EXHIBIT "A-1"

That portion of the following described property lying Southwesterly of the Burlington Northern Railroad right of way.

The following described property in Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon:

Section 27: Government Lots 5, 6, 7, 8 and 9; N1/2 NW1/4; SE1/4 NW1/4;

SAVING AND EXCEPTING THEREFROM a parcel of land situated in the SE1/4 SE1/4, in Lot 5, and in Lot 6 all being in Section 27, Township 40 South, Range 10 East of the Willamette Meridian, and being more particularly described as follows:

Beginning at a point where the South line of said Section 27 intersects the Westerly right of way line of the Burlington Northern Railroad, from which the Southeast corner of said Section 27 bears South 89° 38' 24" East, 1097.43 feet; thence North 28° 45' 24" West, along said right of way line, 1029.75 feet; thence South 61° 14' 36" West 50.00 feet; thence North 28° 45' 24" West, 655.60 feet; thence along the arc of a 5629.65 foot radius curve to the left (delta equals 01° 10' 05"), 114.77 feet to the South line of a drainage easement; thence South 57° 42' West along the South line of said drainage easement, 275.64 feet, more or less, to a point on the mean high water line of the left bank of Lost River; thence Southeast along said mean high water line to a point on the South line of said Section 27; thence South 89° 38' 24" East, along said South line 751.73 feet, more or less, to the point of beginning.

EXCEPTING FROM the above-described lands, Right of Way for Great Northern Railroad as set out in Transcript of Decree dated June 6, 1931, recorded November 2, 1931 in Volume 96, Page 246 Deed Records of Klamath County, Oregon.

ALSO EXCEPTING THEREFROM that portion lying within public roads and highways.

ALSO EXCEPTING THEREFROM all that portion lying Easterly and Northeasterly of the Burlington Northern Railway.

END