

**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

**Ancora Title**  
WAS REQUESTED TO  
RECORD THIS INSTRUMENT AS  
AN ACCOMMODATION. IT HAS NOT  
BEEN EXAMINED FOR SUFFICIENCY  
ON 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**

Sandra G. Marek

13253 SE Washington St

Portland, OR 97233

**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 \_\_\_\_\_."

Article CK15007

**RETURN ADDRESS**

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

**A**  
**Assari 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)**

SANDRA G. MAREK

**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**

A TRACT OF LAND SITUATED IN GOVERNMENT LOT 1 IN SECTION 27 AND LOTS 2 AND 3, NE4 SE4, NW4  
SE4 IN SECTION 28, 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**

R99495

W2015OR 12042

## CONSTRUCTION STIPULATIONS AGREEMENT

For valuable consideration, Sandra G. Marek ("Grantor") whose address is 13253 SE Washington ST, Portland, OR 97233, 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:

A tract of land situated in Government Lot 1 in Section 27 and Lots 2 and 3, NE4 SE4, NW4 SE4 in Section 28 of Section 28, 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): **R99495**

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 10/24/2015.

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 October, 20 15

**GRANTOR:**

Sandra G. Marek  
Sandra G. Marek

**GRANTEE:**

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

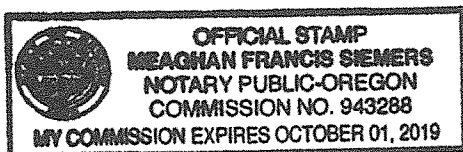
Peggy Labrum  
Peggy Labrum, Attorney in Fact

**ACKNOWLEDGMENT**

STATE OF OREGON )  
 )ss.  
COUNTY OF Multnomah )

BEFORE ME, the undersigned authority, on this 24 day of October, 2015,  
personally appeared Sandra Marek, 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.

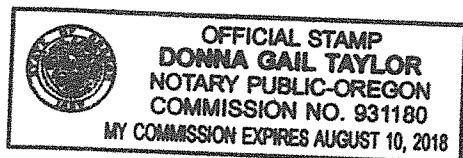


Meaghan Siemers  
Notary Public in and for the  
State of Oregon  
My Commission Expires: October 1st 2019

ACKNOWLEDGMENT ATTORNEY-IN-FACT

STATE OF OREGON )  
COUNTY OF Jackson ) ss.

On the 29<sup>th</sup> day of October, 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"

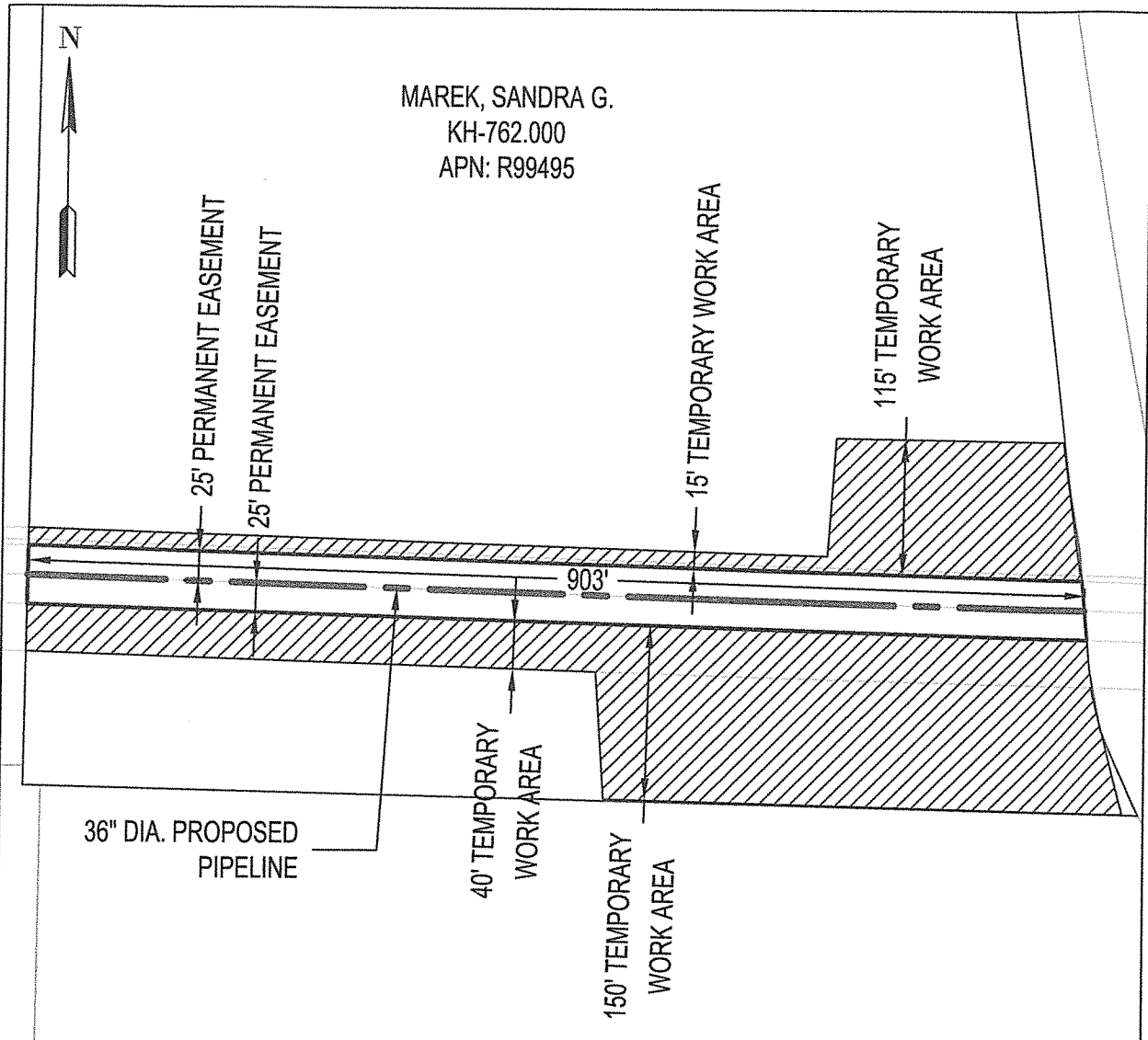
Parcel 1:

Lot 1, Section 27, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

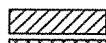




Parcel 2:

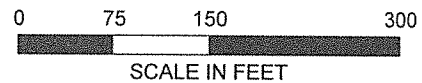
Lots 2 and 3, NE1/4 SE1/4, NW1/4 SE1/4 in Section 28, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

SAVING AND EXCEPTING therefrom that portion of the NW1/4 SE1/4 lying Southwest of the Southern Pacific Railroad and the Dalles California Highway (State Highway 39).



### LEGEND

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



AREA TOTALS			EXHIBIT "A"
	SQ. FT.	ACRES.	
PERM. R-O-W:	45139.99	1.036	<b>PACIFIC CONNECTOR GAS PIPELINE, LP</b> <b>RIGHT-OF-WAY DETAIL</b> Marek Sandra G M.P. 211.88 TO M.P. 212.06 T-40-S, R-10-E, S-27 KLAMATH COUNTY, OREGON
TEMP. EXTRA WORK AREA:	117609.9	2.7	
UNCLEARED STORAGE AREA:	0.0	0.0	
DRAWN: KLL DATE: 5-7-2015			
CHECK: GMP DATE: 05-08-2015			<b>Pacific Connector</b> <small>GAS PIPELINE</small>
APPRV: DATE:			
DRAWING NO: 3430.33-X-KH-762.000			

## 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 will pay Grantor or Grantor's lessee/tenant for the reasonable cost of crop or pasture loss or alternate pasturing and associated costs.
6. Grantee shall pressure wash all equipment prior to entering certified organic ground. In addition, Grantee shall provide a document stating when and how washing was done.
7. During construction, Grantee agrees that it will maintain a mutually agreed upon ditch crossover to allow access to property.
8. Grantee will erect temporary fencing along the Northerly ROW as necessary to control livestock and maintain the livestock a safe distance from the construction activities.
9. Grantee will pay Grantor the agreed upon amount at signing of these agreement and the balance of the compensation on January 4, 2016.

**END**