AMONING CXXISO/O

2015-013303 Klamath County, Oregon 12/10/2015 09:44:17 AM

Fee: \$77.00

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	ARATINE WAS PEQUESTED TO
Roseburg, OR 97470	FECORD THIS INSTRUMENT AS
1) TITLE(S) OF THE TRANSACTION(S) ORS 20 Construction Stipulations Agreement	AN ACCOMMODATION. IT HAS NOT BEEN EXAMINED FOR SUFFICIENCY OR IT'S EFFECT UPON THE TITLE 05.234(a)
2) DIRECT PARTY / GRANTOR(S) ORS 205.125 William and Anona Ore 644 Joe Wright Rd Klamath Falls, OR 97603	(1)(b) and 205.160
3) INDIRECT PARTY / GRANTEE(S) ORS 205.12 Williams Pacific Connector Gas Operator LLC PO Box 58900	25(1)(a) and 205.160
Salt Lake City, UT 84158-0900	
4) TRUE AND ACTUAL CONSIDERATION ORS 93.030(5) – Amount in dollars or other	5) SEND TAX STATEMENTS TO: No Change
\$Other	
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, compl accordance with ORS 205.244: "RERECORDED	D TO CORRECT
BOOK AND PAGE OF AS FEE	PREVIOUSLY RECORDED IN

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)

WILLIAM RAY ORE AND ANONA M. ORE, HUSBAND AND WIFE

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

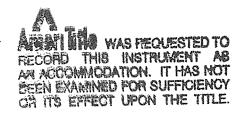
LEGAL DESCRIPTION

THOSE PARCELS OF LAND BEING DESCRIBED AS A PORTION OF S2 OF NE4 OF SECTION 20, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED ON THE ATTACHED EXHIBIT "A-1".

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

R889406

W2015OR 12060



CONSTRUCTION STIPULATIONS AGREEMENT

For valuable consideration, <u>William Ray Ore and Anona M. Ore, husband and wife</u> ("Grantor") whose address is 644 Joe Wright Rd, 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 <u>Klamath</u> County, State of Oregon, and more particularly described below:

Those parcels of land being described as a portion of S2 of NE4 of Section 20, Township 39 South, Range 9 East of the Willamette Meridian and being more particularly described on the attached Exhibit "A-1".

Also known by County Assessor Parcel Number(s): R889406

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

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 38th day of November ,20 5

GRANTOR:	0_	GRANTOR:
William Ray Or	e	Anona M. Ore
GRANTEE:		
Williams Pacific Connector Gas Operator LLC, on behalf of Pacific Connector Gas Pipeline L.P. Peggie Labrum, Attorney in Fa	act	
ACKNOWLEDGMENT		
STATE OF OREGON COUNTY OF Klamath))ss.)	
BEFORE ME, the undersigned personally appeared William individuals described in and who exe signed the said instrument as their firmentioned.	KOY UTC cuted the foregoing instri	day of November, 2015, to me known to be the ument, and acknowledged to me that they dideed for the uses and purposes therein
WITNESS my hand and offic written.	ial seal hereto affixed th	ne day and year in this certificate above
OFFICIAL SEAL ASH LEE R SPIVEY NOTARY PUBLIC - OREGON COMMISSION NO. 478441 MY COMMISSION EXPIRES MAY 21, 2017	Notary Public in and for State of Oregon My Commission Expire	NA 21 0 017

ACKNOWLEDGMENT

))ss.

STATE OF OREGON

COUNTY OF Klamath)ss.)
individuals described in and who exe	d authority, on this 30 day of November, 2050. To me known to be the ecuted the foregoing instrument, and acknowledged to me that they aree and voluntary act and deed for the uses and purposes therein
WITNESS my hand and offic written.	ial seal hereto affixed the day and year in this certificate above
OFFICIAL SEAL ASH LEE R SPIVEY NOTARY PUBLIC - OREGON COMMISSION NO. 478441 MY COMMISSION EXPIRES MAY 21, 2017	Notary Public in and for the State of Oregon My Commission Expires: May 21, 2017
ACKNO	WLEDGMENT ATTORNEY-IN-FACT
STATE OF OREGON COUNTY OF Jackson On the 1st day of Decem))ss.) <u>ber</u> , 20 <u>15</u> Peggie Labrum personally appeared before me
Operator LLC, on behalf of Pacific Co	that she is the Attorney-in-Fact of Williams Pacific Connector Gas onnector Gas Pipeline L.P., and that the Agreement was signed on Gas Operator LLC, on behalf of Pacific Connector Gas Pipeline.
OFFICIAL STAMP DONNA GAIL TAYLOR NOTARY PUBLIC-OREGON COMMISSION NO. 931180 MY COMMISSION EXPIRES AUGUST 10, 2018	Notary Public in and for the State of Oregon My Commission Expires: Quant 10, 2018

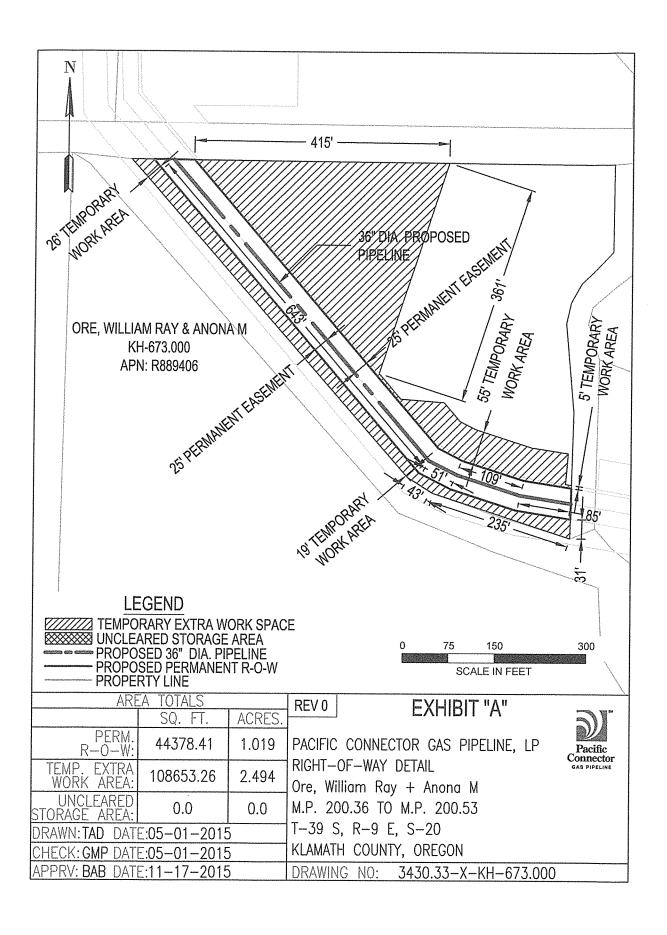


EXHIBIT "A-1"

PARCEL 1:

Section 20, Township 39 South, Range 9 East, Willamette Meridian.

That portion of the S1/2 NE1/4 described as follows: (1) Beginning at the Southwest corner of the E1/2 E1/2 SE1/4 NE1/4 of said Section 20; thence West 1,276.5 feet along the South line of said S1/2 NE1/4; thence North 22° 40' West, 524.5 feet along the centerline of the No. 1 Drain; thence North 0° 20' West, 563.7 feet along the centerline of the No. 1 Drain; thence South 71° 12' East, 1,210.7 feet along the centerline of the 1-N Drain; thence North 8° 06' East, 721.7 feet along the centerline of the 1-N-1 Drain; thence East 234.1 feet along the North line of said S1/2 NE1/4; thence South 1,372.0 feet along the West line of the E1/2 E1/2 SE1/4 NE1/4 of said Section 20 to the point of the beginning.

PARCEL 2:

Section 20, Township 39 South, Range 9 East, Willamette Meridian.

That portion of the S1/2 NE1/4 described as follows: (2) Beginning at the Northwest corner of the SW1/4 NE1/4 of said Section 20; thence East 751.7 feet along the North line of said S1/2 NE1/4; thence South 0° 20' East, 676.4 feet; thence North 72° 55' West, 163.9 feet along the centerline of the C-4-E Lateral; thence continuing along said centerline on a curve to the right with a radius of 193.2 feet through a central angle of 31° 07' for an arc distance of 103.7 feet; thence continuing along said centerline North 41° 48' West, 767.7 feet to the point of beginning:

EXCEPTING any portion which may lie within Parcel 1 described above.

AND EXCEPTING any portion of Parcels 1 and 2 lying within Joe Wright County Road.

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 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 the property after construction to as close to the original condition as is practical.
- 5. Grantee will re-seed disturbed areas along ROW with a seed mix native to the area or as specified by the Grantor.
- 6. 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.
- 7. Grantee will protect all survey monuments located within the ROW. In the event survey monuments are disturbed and/or destroyed, it will be the responsibility of the Grantee to re-establish and survey monuments in conformity with survey standards then currently established for the State of Oregon.
- 8. Grantee will pay Grantor the agreed upon amount on January 4, 2016.

