

2015-013307

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

Roseburg, OR 97470

Amari 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

Debra A. Lugo

6302 Harlan Dr

Klamath Falls, OR 97603

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 _____."

Amari Title CRK15014

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)

DEBRA A LUGO, AS TRUSTEE OF THE DEBRA A. LUGO REVOCABLE LIVING TRUST DATED SEPTEMBER 10, 2010, OR TO SUCH SUCESSOR TRUSTEE(S) OF SUCH TRUST(S) CREATED UNDER SUCH INSTRUMENT(S) AS MAY HEREINAFTER BE APPOINTED

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 SE4 SE4 LYING NE OF HIGHWAY IN SECTION 18, 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

R98307

W2015OR 12056

A
ACCEPTED WAS REQUESTED TO
RECORD THIS INSTRUMENT AS
AN ACCOMMODATION. IT HAS NOT
YET BEEN EXAMINED FOR SUFFICIENCY
ON ITS EFFECT UPON THE TITLE.

CONSTRUCTION STIPULATIONS AGREEMENT

For valuable consideration, Debra A Lugo, as Trustee of The Debra A. Lugo Revocable Living Trust dated September 10, 2010, or to such Successor Trustee(s) of such trust(s) created under such instrument(s) as may hereinafter be appointed ("Grantor") whose address is 6302 Harlan Dr., 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 SE4 SE4 lying NE of Highway in Section 18, 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): **R98307**

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 11-24-2015

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, assignees, permittee, agents or contractors.

WITNESS THE EXECUTION THIS 24th day of November, 20 15

GRANTOR:

Debra Lugo
Debra A. Lugo, Trustee

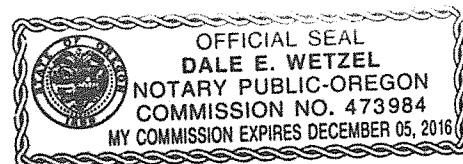
GRANTEE:

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 CLATSOP)ss.



BEFORE ME, the undersigned authority, on this 24 day of NOVEMBER, 2015, personally appeared DEBRA A. LUGO as Trustee of The Debra A. Lugo Revocable Living Trust dated September 10, 2010, 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.

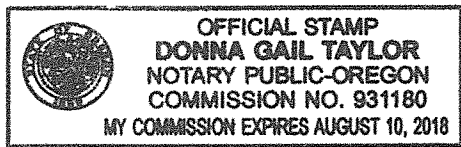
WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Dale E. Wetzel
Notary Public in and for the
State of Oregon
My Commission Expires: 12-5-2016

ACKNOWLEDGMENT ATTORNEY-IN-FACT

STATE OF OREGON)
COUNTY OF Jackson)ss.

On the 30th day of November, 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.

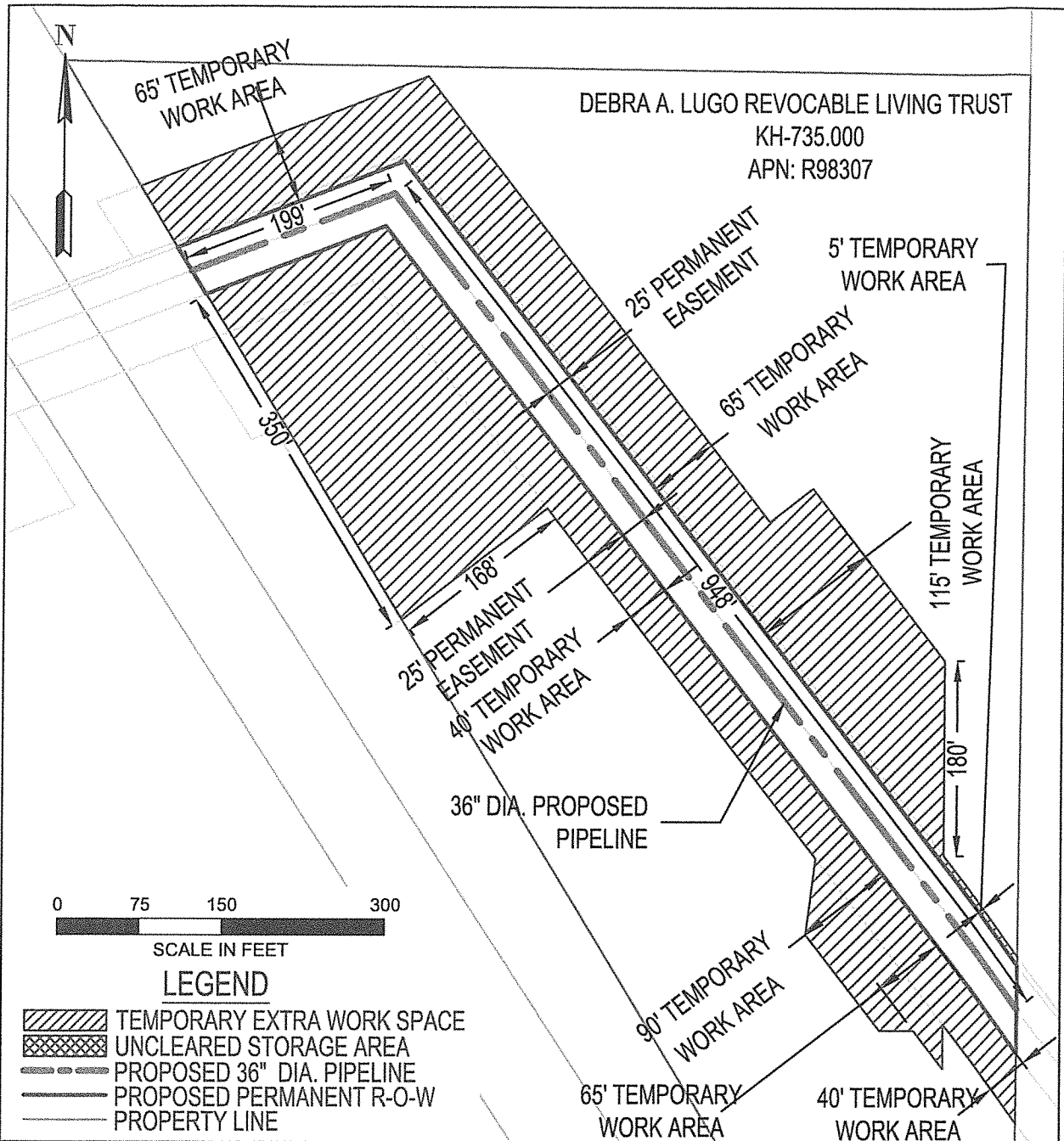


Donna Gail Taylor
Notary Public in and for the
State of Oregon
My Commission Expires: August 10, 2018

EXHIBIT "B"
CONSTRUCTION STIPULATIONS

In accordance with the terms and conditions of the 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 30 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 reimburse Grantor or pay the cost of repairs, temporary and or permanent, to maintain the operation of the septic system/drain field up to the replacement cost as needed should Grantee, its agents, contractors or assign damage the Grantors septic system/drain field that is partially located in the construction workspace.
9. Grantee will reimburse or provide for the normal cost of care, feeding, boarding or relocation of horses being boarded or pastured on the Grantors affected property during the initial pipeline construction. The Grantee's reimbursement or cost of normal care, feeding, boarding or relocation will be limited to horses on the Grantors affected property for at least 30 day prior to initial pipeline construction. The Grantee's reimbursement is only intended to provide against the loss of normal grazing area during the initial pipeline construction and will be limited to horses owned by the Grantor or horses owned directly by the Grantor's Tenants, not to exceed seven (7) head of horses. The reimbursement or cost will be limited to \$300 per horse per month for up to, but not to exceed, four (4) months. The transportation cost if any is limited to a \$1,600 total. Tenants will be considered the person or persons that have written rental agreement with the Grantor for the affected property.



AREA TOTALS		
	SQ. FT.	ACRES.
PERM. R-O-W:	57330.48	1.316
TEMP. EXTRA WORK AREA:	177527.61	4.075
UNCLEARED STORAGE AREA:	0.0	0.0

DRAWN: TAD DATE: 04-23-2015

CHECK: GMP DATE: 04-23-2015

APPRV: BAB DATE: 11-17-2015

REV 0

EXHIBIT "A"

PACIFIC CONNECTOR GAS PIPELINE, LP
RIGHT-OF-WAY DETAIL

Debra A Lugo Revocable Living Trust

M.P. 208.81 TO M.P. 209.03

T-40 S, R-10 E, S-12

KLAMATH COUNTY, OREGON

DRAWING NO: 3430.33-X-KH-735.000



EXHIBIT "A-1"

All that portion of the SE1/4 SE1/4 of Section 18, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, lying Northeasterly of the Dalles-California Highway.

END