

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

Assent 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

Jason and Adeena Klein

950 Joe Wright Rd

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 _____."

Amertine UKK/5016

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)

JASON L. KLEIN AND ADEENA KLEIN, 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

THAT PART OF THAT TRACT OR PARCEL OF LAND SITUATED IN THE S2 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

R581025

W2015OR 12058

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

CONSTRUCTION STIPULATIONS AGREEMENT

For valuable consideration, Jason L. Klein and Adeena Klein, husband and wife ("Grantor") whose address is 950 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 Klamath County, State of Oregon, and more particularly described below:

That part of that tract or parcel of land situated in the S2 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): **R581025**

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 11-27-2015

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 27th day of November, 20 15

GRANTOR:

[Signature]
Jason L. Klein

GRANTOR:

[Signature]
Adeena Klein

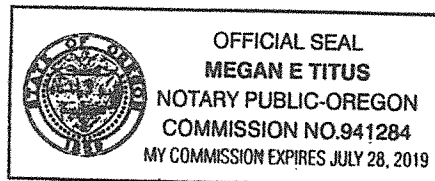
GRANTEE:

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

[Signature]
Peggie Labrum, Attorney in Fact

ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF Klamath) ss.



BEFORE ME, the undersigned authority, on this 27th day of November, 20 15, personally appeared Jason Klein + Adeena Klein, 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.

[Signature]

Notary Public in and for the
State of Oregon

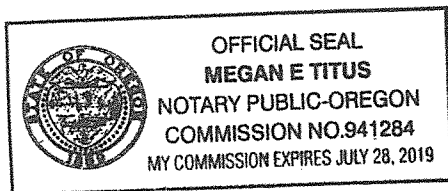
My Commission Expires: July 28, 2019

ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF Klamath)ss.

BEFORE ME, the undersigned authority, on this 27th day of November, 2015 personally appeared Jason Klein + Adeem Klein, 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.



Megan E Titus

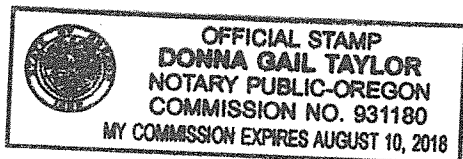
Notary Public in and for the
State of Oregon

My Commission Expires: July 28, 2019

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

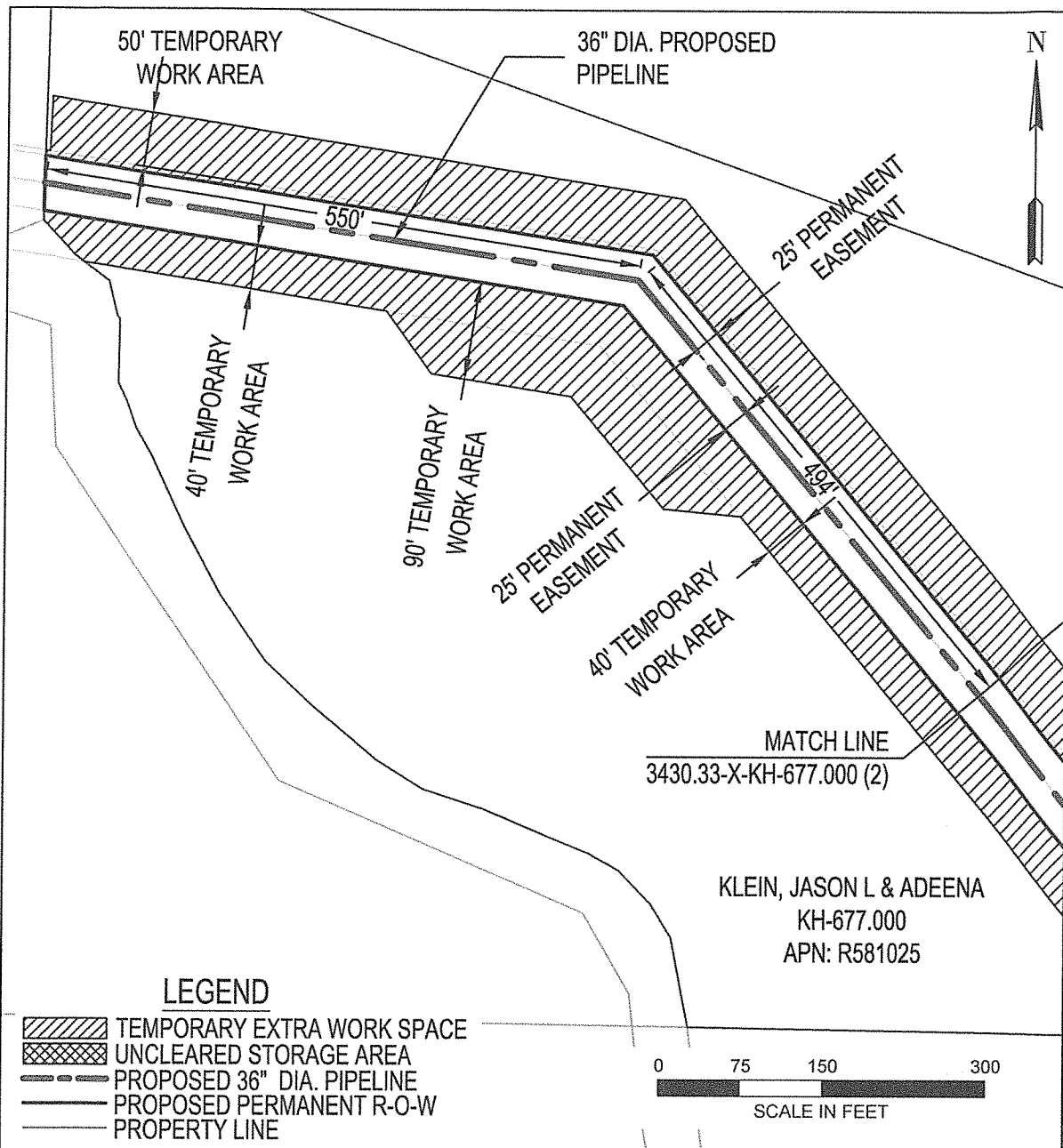
In accordance with the terms and conditions of this agreement, the Grantor and Grantee agree that the natural gas pipeline facilities will be constructed on Grantor's property in accordance with the following terms and conditions:


1. Grantee will notify Grantor, in writing, of the construction activity 15 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. Throughout all of its activities, Grantee will prevent mixing of up to 12 inches of topsoil with the subsoil in all actively cultivated and rotated croplands, CRP fields, flood irrigated fields, hay fields, and residential areas. Grantee further agrees to segregate the topsoil from the subsoil over the (1) full width of the construction right-of-way; (2) trench line and spoil storage area of the construction right-of-way; or (3) over the trench line only.

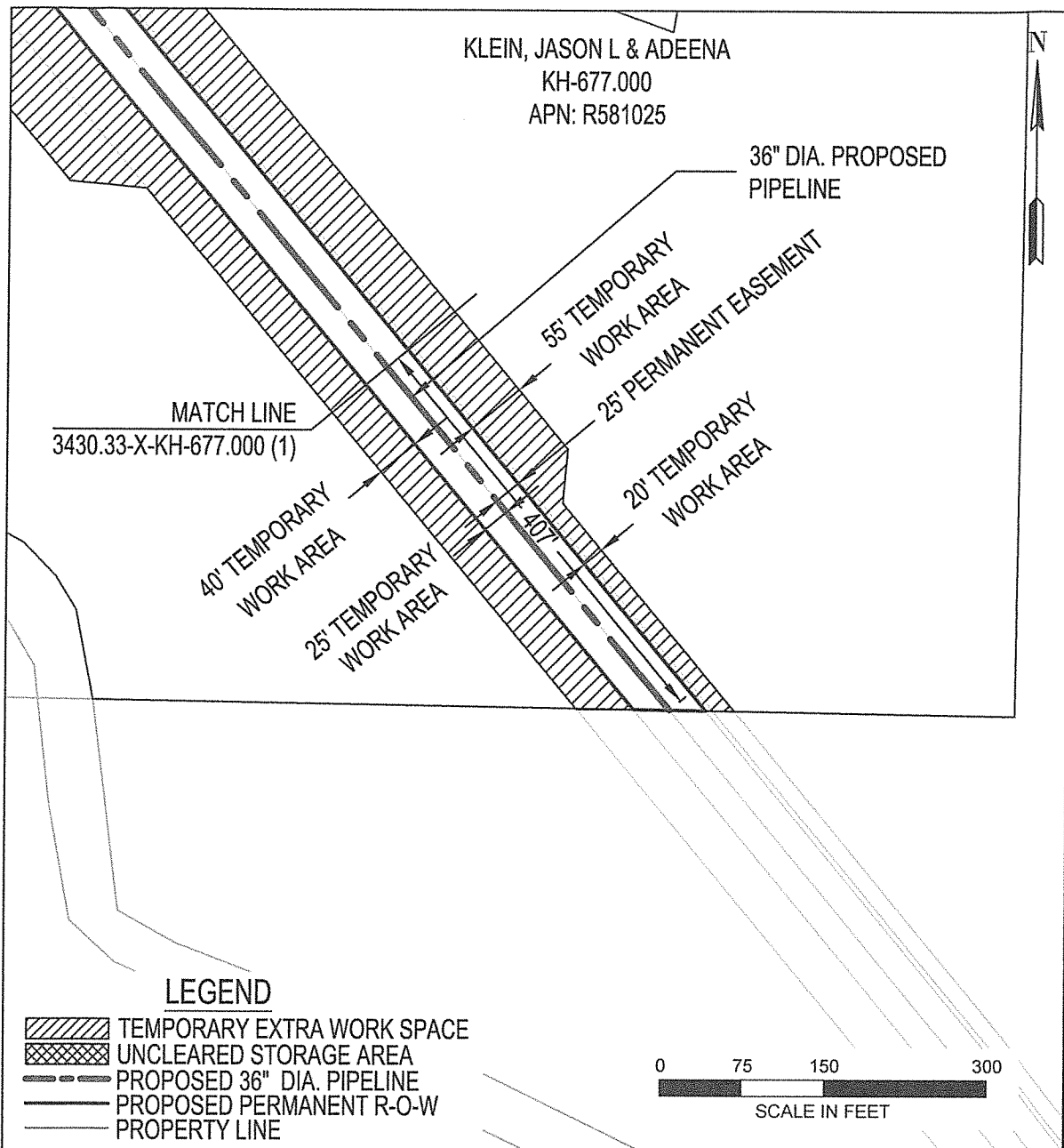
In residential areas where topsoil segregation is not practicable due to restricted right-of-way widths, Grantee will restore or replace the topsoil to preconstruction conditions. All replacement topsoil will be similar in quantity and at least equal in quality to what was present on the site before construction.

9. Unless otherwise agreed to herein, Grantee will ensure that its construction, operation and maintenance activities do not interfere with Grantor's irrigation practices.

10. Grantee will reimburse Grantor for costs associated with the loss of crops or crop productivity resulting from Grantor's construction, operation and maintenance activities. The crop value will be established using Oregon State University Extension Service – Oregon Agricultural Information Network (OAIN) Commodity Report.



AREA TOTALS			REV 0	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	72532.92	1.665	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL Klein, Jason L + Adeena M.P. 200.54 TO M.P. 200.82 T-39 S, R-9 E, S-20 KLAMATH COUNTY, OREGON DRAWING NO: 3430.33-X-KH-677.000 (1)		
TEMP. EXTRA WORK AREA:	145688.68	3.345			
UNCLEARED STORAGE AREA:	0.0	0.0			
DRAWN:TAD DATE:05-01-2015					
CHECK:GMP DATE:05-01-2015					
APPRV: BAB DATE:11-17-2015					



AREA TOTALS			EXHIBIT "A" PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL Klein, Jason L + Adeena M.P. 200.54 TO M.P. 200.82 T-39 S, R-9 E, S-20 KLAMATH COUNTY, OREGON DRAWING NO: 3430.33-X-KH-677.000 (2)
	SQ. FT.	ACRES.	
PERM. R-O-W:	72532.79	1.665	
TEMP. EXTRA WORK AREA:	145688.73	3.345	
UNCLEARED STORAGE AREA:	0.0	0.0	
DRAWN: TAD DATE: 05-01-2015			
CHECK: GMP DATE: 05-01-2015			
APPRV: DATE:			



EXHIBIT "A-1"

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

That portion of the S1/2 NE1/4 described as follows: 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.

END