

2016-005076

Klamath County, Oregon

05/13/2016 04:04:00 PM

Fee: \$72.00

**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

**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**

Russell L. McIntyre

5280 Old Midland 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 \_\_\_\_\_."

2016-005076

THIS INSTRUMENT 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, Russell L. McIntyre ("Grantor") whose address is 5280 Old Midland Road, 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:

Those parts or portions of E1/2 W1/2 NE1/4 situated in Section 2, Township 40 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): **R91288**

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 4-15-16. *RM*

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 and is more clearly defined in the Damage Agreement dated 4/15/16. 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.

W20160912087

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

WITNESS THE EXECUTION THIS 15 day of APRIL, 20 16

**GRANTOR:**

Russell L. McIntyre  
Russell L. McIntyre

**GRANTEE:**

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

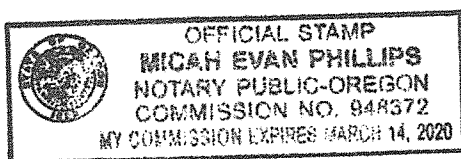
Peggy Labrum  
Peggy Labrum, Attorney in Fact

**ACKNOWLEDGMENT**

STATE OF OREGON )  
COUNTY OF KLAMATH ) ss.

BEFORE ME, the undersigned authority, on this 15 day of APRIL, 2016, personally appeared Russell L. McIntyre, 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.

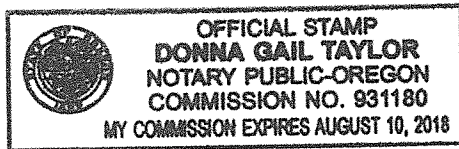


AC  
Notary Public in and for the  
State of Oregon  
My Commission Expires: 3/14/2020

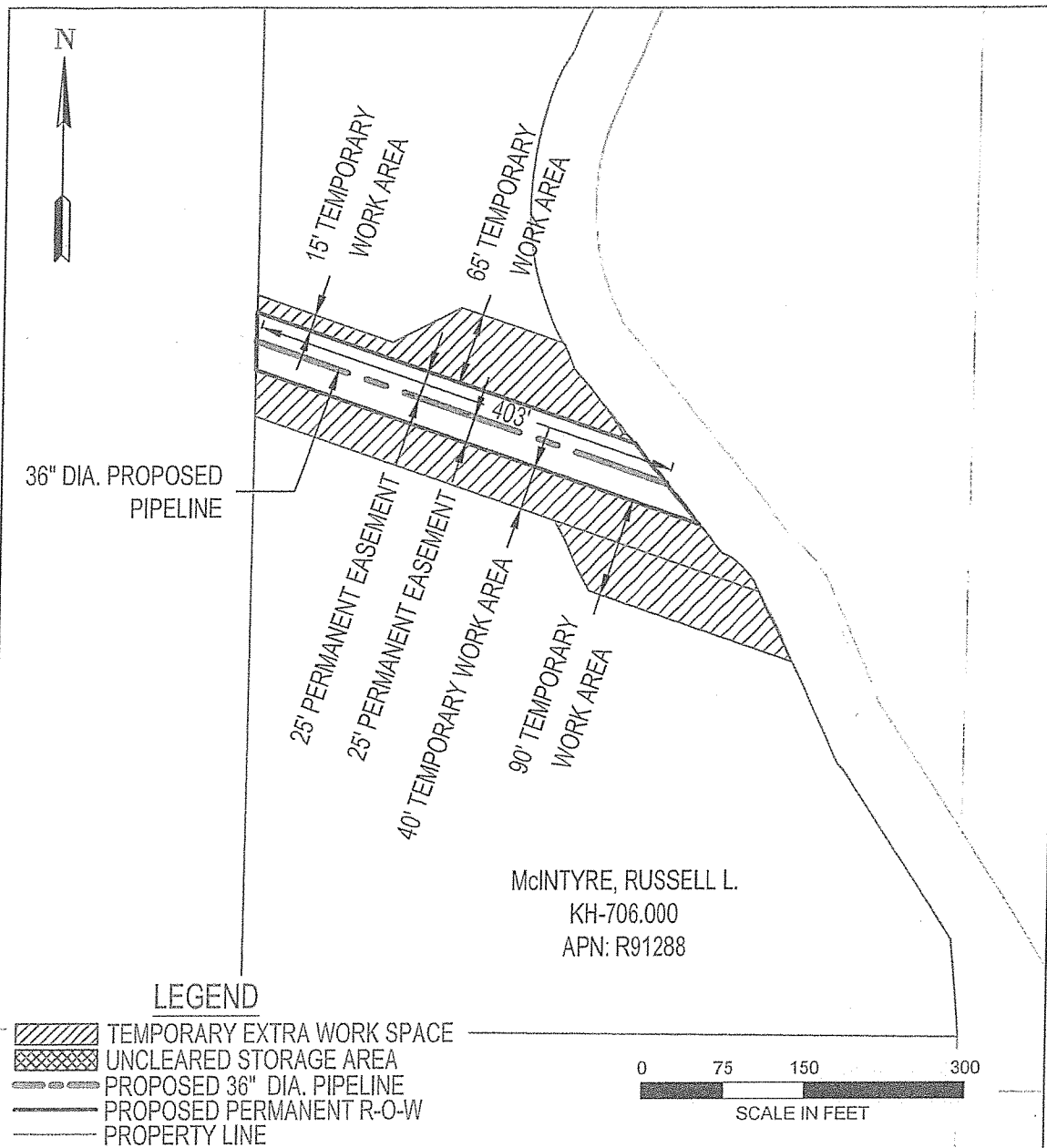
ACKNOWLEDGMENT ATTORNEY-IN-FACT

STATE OF OREGON )  
COUNTY OF Jackson )ss.

On the 19<sup>th</sup> day of April, 2016, Peggie Labrum personally appeared before me and being by me duly sworn, did say that he/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 he/she executed the same.



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




AREA TOTALS			REV 0	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	20164.86	0.463	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL McIntyre Russell L M.P. 205.31 TO M.P. 205.39 T-40-S, R-9-E, S-2 KLAMATH COUNTY, OREGON		
TEMP. EXTRA WORK AREA:	41861.96	0.961			
UNCLEARED STORAGE AREA:	0.0	0.0			
DRAWN: KLL DATE: 05-27-2015			DRAWING NO: 3430.33-X-KH-706.000		
CHECK: GMP DATE: 06-01-2015					
APPRV: BAB DATE: 12-23-2015					

EXHIBIT "A-1"

The E1/2 W1/2 NE1/4 of Section 2, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon. Less the following described portion thereof, to wit:

Beginning at a point in the line marking the Northerly boundary of said Section 2 from which the Northeasterly corner of said Section 2 bears North 89 deg 53 min East 1747.2 feet distant, and running thence South 0 deg 39 min East 465.5 feet; thence North 78 deg 40 min East, 62.5 feet; thence South 2 deg 45 min East, 917 feet, more or less, to a point in the line marking the Northeasterly boundary of the right of way of the C-4-C Canal of the U.S.R.S. Klamath Project; thence Southeasterly along said right of way boundary line to its intersection with the Easterly boundary of the said W1/2 NE1/4 of said Section 2; thence Northerly along said boundary line to the Northeastern corner of the said W1/2 NE1/4 of said Section 2; thence South 89 deg 53 min West 422.2 feet, more or less, to the point of beginning.

ALSO SAVING AND EXCEPTING any portion lying within the USBR C-4-C Lateral. *RM*

## 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.