

2016-005293

Klamath County, Oregon

05/19/2016 02:40:57 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

James David Stonestreet

10510 Hwy 66

Klamath Falls, OR 97601

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 _____."

ATTENTION CK16013

THIS INSTRUMENT WAS REQUESTED TO
RECORDED THIS INSTRUMENT AS
AN ACCOMMODATION. IT HAS NOT
BEEN EXAMINED FOR SUFFICIENCY
AND ITS EFFECT UPON THE TITLE.

CONSTRUCTION STIPULATIONS AGREEMENT

For valuable consideration, James David Stonestreet ("Grantor") whose address is 10510 Hwy 66, Klamath Falls, OR 97601, 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 tract or parcel of land lying in the SE4 SE4 of Section 28, Township 39 South, Range 8 East of the Willamette Meridian and being more particularly described on the attached Exhibit "A-1".

Also known by County Assessor Parcel Number(s): **R498517**

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 5/11/2016.

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 5/11/2016. 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.

W20160812090

A
Arjan Title 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 11 day of MAY, 20 16

GRANTOR:

James David Stonestreet
James David Stonestreet

GRANTEE:

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

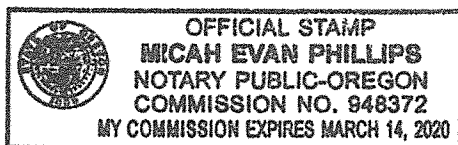
Peggie Labrum
Peggie Labrum, Attorney in Fact

ACKNOWLEDGMENT

STATE OF OREGON)
)ss.
COUNTY OF KLAMATH)

BEFORE ME, the undersigned authority, on this 11 day of MAY, 2016, personally appeared JAMES DAVID STONESTREET, 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.



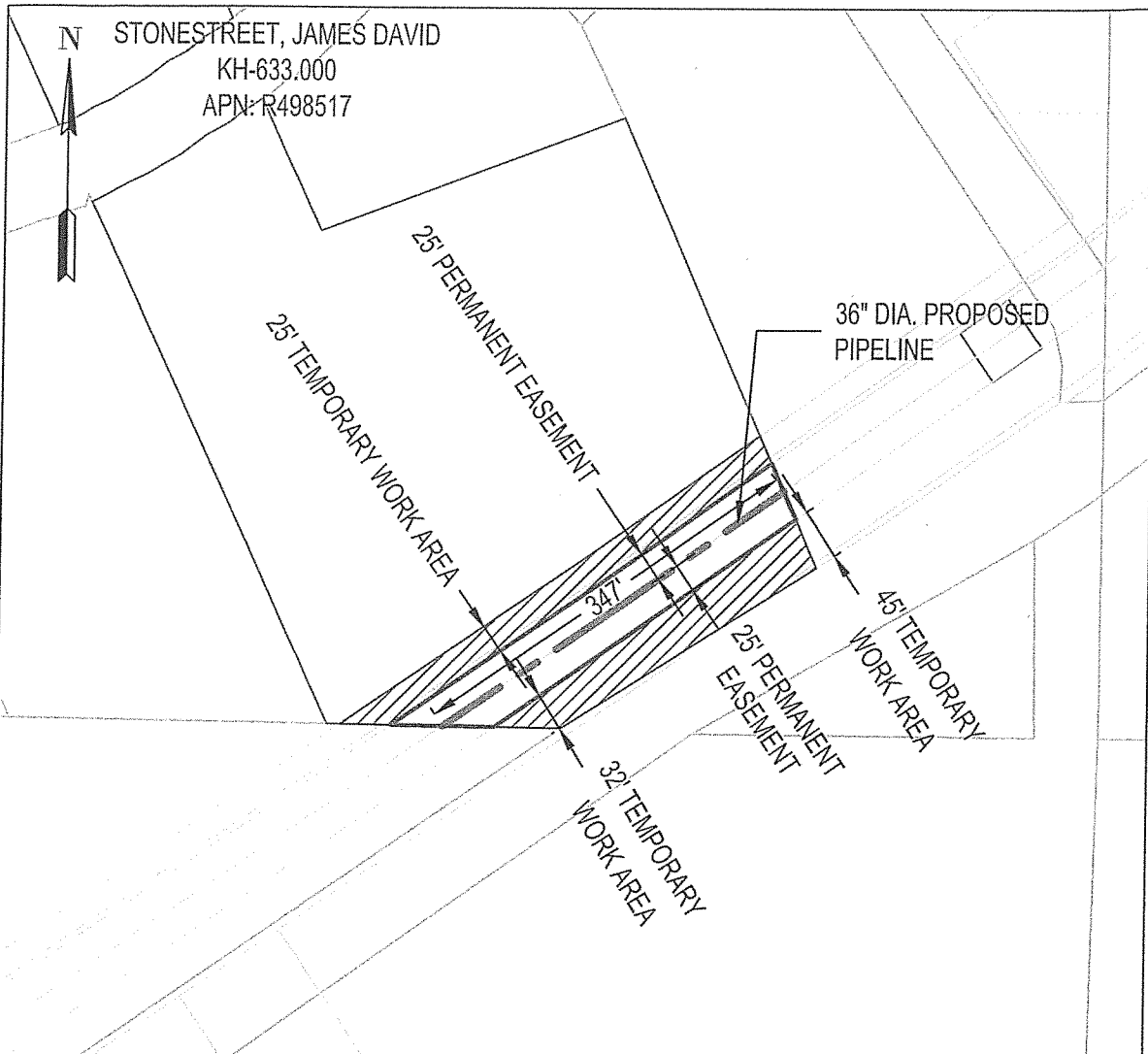
[Signature]
Notary Public in and for the
State of Oregon

My Commission Expires: 3/14/2020

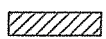
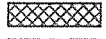

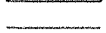
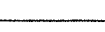
STATE OF OREGON)
)ss.
COUNTY OF JACKSON)

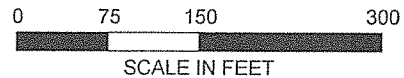
 OFFICIAL STAMP
MICAH EVAN PHILLIPS
NOTARY PUBLIC-OREGON
COMMISSION NO. 948372
MY COMMISSION EXPIRES MARCH 14, 2020

Notary Public in and for the
State of Oregon
My Commission Expires:_____



LEGEND

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




AREA TOTALS			REV 1	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	17359.51	0.399	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL James David Stonestreet M.P. 193.57 TO M.P. 194.46 T-39 S, R-8 E, S-28 KLAMATH COUNTY, OREGON DRAWING NO: 3430.33-X-KH-633.000		
TEMP. EXTRA WORK AREA:	20593.62	0.473			
UNCLEARED STORAGE AREA:	0.00	0.00			
DRAWN:KDS DATE:06-05-2015					
CHECK:KLL DATE:05-09-2016					
APPRV: BAB DATE:05-09-2016					

EXHIBIT "A-1"

A Parcel of land lying within the bounds of that tract of real property recorded in Volume 222, page 301 of Deed Records of Klamath County, Oregon, described therein as being in the SE 1/4 of the SE 1/4 of Section 28, Township 39 South, Range 8 East of the Willamette Meridian, said parcel of land being more particularly described as follows:

Beginning at the Southwest corner of aforesaid tract of real property, which corner is described as being on the South boundary of Section 28, distant 2074.11 feet East of the South quarter corner thereof; thence following along the bounds of said tract North 25° 22' West, 761.0 feet to the Southerly right of way line of the Klamath Falls-Ashland Highway; thence along same North 67° 02 1/2' East a distance of 418.0 feet; thence South 25° 22' East parallel with the West boundary, a distance of 790.1 feet to the South boundary of said tract; thence along same South 55 ° 41' West 246.2 feet and West 194.0 feet, more or less, to the point of beginning.

EXCEPT THEREFROM:

A parcel of land lying within the bounds of that tract of land recorded in Volume Microfilm No. 67 at Page 3540 of Deed Records of Klamath County Oregon, described therein as being located in the SE 1/4 of the SE 1/4 of Section 28, Township 39 South, Range 8 East of the Willamette Meridian, said parcel of land being more particularly described as follows:

Beginning at the most Southwesterly corner of above said tract of real property, which corner is described as being on the South boundary of aforesaid Section 28, distant 2074.11 feet East of the South quarter corner thereof; thence North 25° 22' West 761.00 feet along the West boundary of aforesaid tract of real property to the most Northwesterly corner thereof, being located on the Southerly right-of-way boundary of the Klamath Falls-Ashland Highway (Ore66) thence North 67° 02 1/2' East along said tract of real property a distance of 418 feet being the true point of beginning of this description; thence South 25° 22' East along the East boundary of said tract of real property a distance of 350.00 feet; thence South 67° 02 1/2' West parallel with the aforesaid Southerly right-of-way of the Klamath Falls-Ashland Highway a distance of 252.00 feet; thence North 25° 22' West 350.00 feet to a point on the aforesaid highway boundary distant of 252.00 feet from the true point of beginning; thence North 67° 02 1/2' East 252.00 feet along the said boundary to the true point of beginning.

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.

END