

2016-006356

Klamath County, Oregon

06/15/2016 01:26:18 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

Keith Hunter

8550 Kern Swamp Rd

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:

(If applicable)

☐

FULL

☐

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 _____."

AMST 1110 WAS REQUESTED TO RECORDED THIS INSTRUMENT AS AN ACCOMMODATION. IT HAS NOT BEEN EXAMINED FOR SUFFICIENCY ON ITS EFFECT UPON THE TITLE.

CONSTRUCTION STIPULATIONS AGREEMENT

For valuable consideration, Keith F. Hunter ("Grantor") whose address is 8550 Kern Swamp Road, 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 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): **R498483**

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 6-1-2016.

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 6-1-2016. 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.

W20160R12106

A
Ames 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 1 day of June, 20 16

GRANTOR:

Keith F. Hunter
Keith F. Hunter

GRANTEE:

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

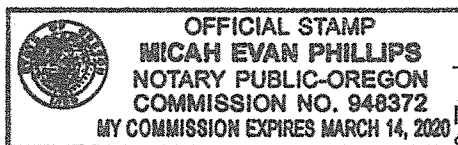
Peggie Labrum
Peggie Labrum, Attorney in Fact

ACKNOWLEDGMENT

STATE OF OREGON)
)ss.
COUNTY OF KLAMATH)

BEFORE ME, the undersigned authority, on this 1 day of JUNE, 2016, personally appeared KEITH F. HUNTER, 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.

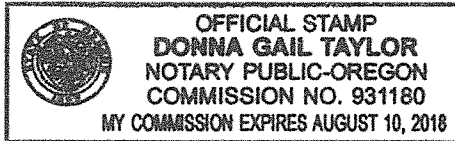


AC
Notary Public in and for the
State of Oregon
My Commission Expires: 3/14/2020

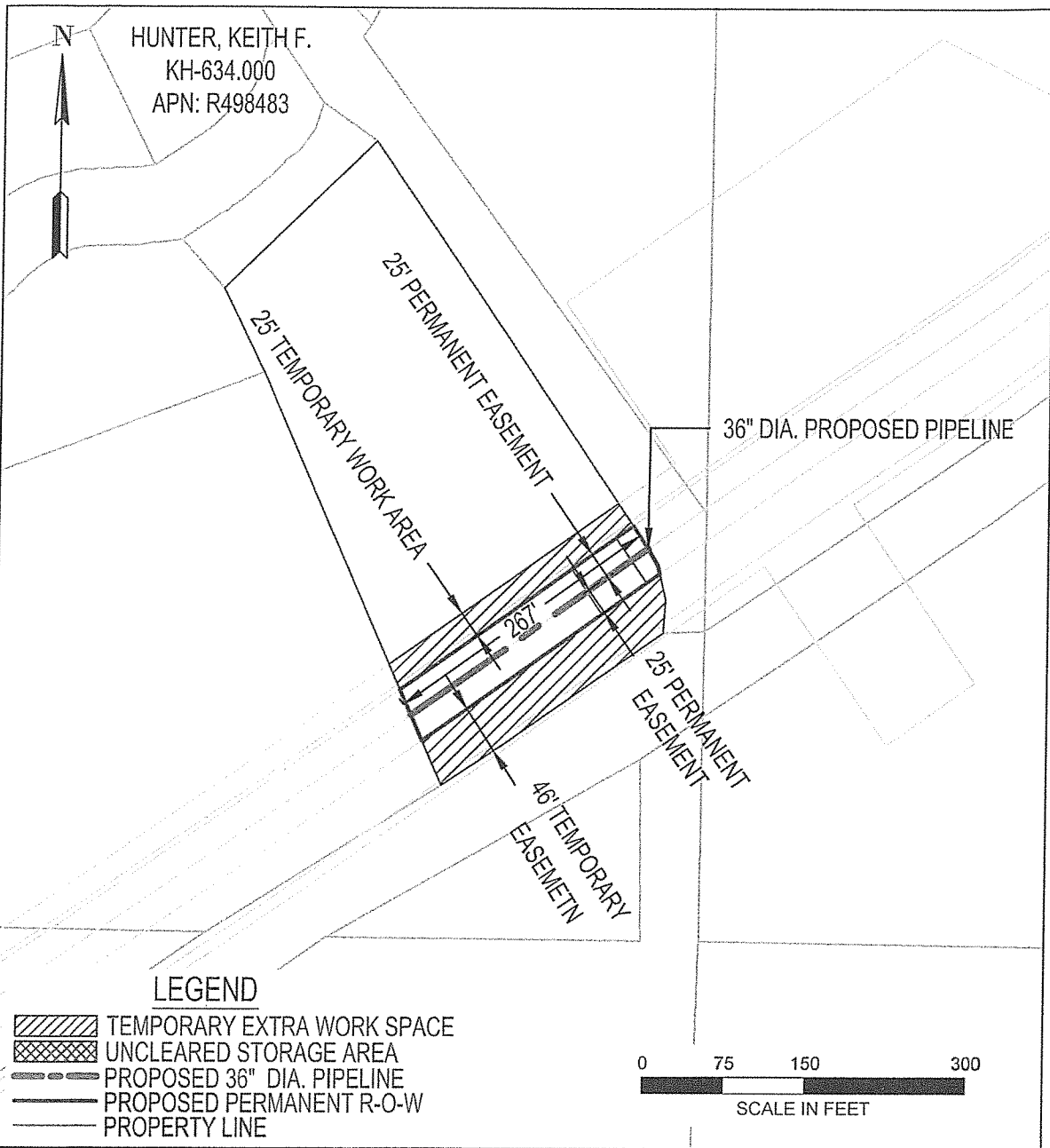
ACKNOWLEDGMENT ATTORNEY-IN-FACT

STATE OF OREGON)
COUNTY OF Jackson) ss.

On the 3rd day of June, 2016, 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




AREA TOTALS			REV 0	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	13289.61	0.305	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL Hunter, Keith F. M.P. 194.46 TO M.P. 194.51 T-39 S, R-8 E, S-28 KLAMATH COUNTY, OREGON		
TEMP. EXTRA WORK AREA:	18453.86	0.424			
UNCLEARED STORAGE AREA:	0.00	0.00			
DRAWN:KDS DATE:06-05-2015					
CHECK:GMP DATE:06-12-2015					
APPRV: BAB DATE:12-21-2015			DRAWING NO: 3430.33-X-KH-634.000		

EXHIBIT "A-1"

A parcel of land lying within the bounds of that tract of property recorded in Volume 222, page 301, Deed Records of Klamath County, Oregon, described therein as being a portion of the southeast 1/4 of the Southeast 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 Northwest corner of above said tract of real property, which corner is described as bearing East along the Section line 2074.11 feet, and North 25° 22' West 761.0 feet from the Section quarter corner of said Section 28 and which corner is also described as being on the Southerly right of way boundary of the Klamath Falls-Ashland Highway; thence North 67° 02-1/2' East along said right of way boundary 418.00 feet to the common boundary of those tracts of land recorded in Microfilm M67, page 3540 and 6497 of Deed Records of Klamath County, Oregon; thence South 25° 22' East along said common boundary 275.21 feet to the most Southwesterly corner of that tract of land recorded in M67 at page 6497, Deed Records aforesaid, which corner is the true point of beginning of this description; thence continuing South 25° 22' East along the East boundary of that tract of land recorded in M67, page 3540 of Deed Records a distance of 514.89 feet, more or less, to a 1/2 inch iron pipe on the Northerly right of way boundary of Weyhaeuser Road; thence North 55° 41' East along same 200 feet to the Westerly right of way line of the existing county road; thence North parallel to the Section line along the Westerly line of the County Road a distance of 40 feet, more or less, to a point; thence North 35° 13' West along same 400 feet, more or less, to the Southeast corner of that tract of land recorded in M67, page 6497 Deed Records aforesaid; thence South 47° 20' West along the South boundary of said tract 190.64 feet 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.
5. Grantor has identified a well within 400' of the Right of Way. Grantor authorizes Grantee to establish a baseline yield and quality data for the well prior to construction. During or after construction, Grantor will notify Grantee if the well appears to have been negatively impacted by construction. Upon notification from Grantor, Grantee will conduct post construction monitoring. If substantiated by post construction monitoring, the damaged well or delivery lines will be rehabilitated where possible. If rehabilitation is impractical, replacement well will be drilled by Grantee.