

2016-010145

Klamath County, Oregon

09/26/2016 09:25:00 AM

Fee: \$67.00

### CONSTRUCTION STIPULATIONS AGREEMENT

For valuable consideration, Theresa Ostrom ("Grantor") whose address is 11280 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 part of a parcel of land lying in the E1/2 NW1/4 of Section 33, 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): **R502316**

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 9-1-2016.

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. 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.

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

ASIAN TITLE  
CRK16044

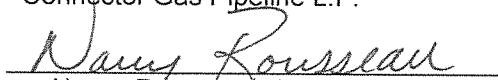
WITNESS THE EXECUTION THIS 1 day of September, 20 16

GRANTOR:

  
Theresa Ostrom

GRANTEE:

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

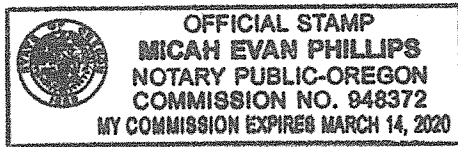
  
Nancy Rousseau, Attorney in Fact

# ACKNOWLEDGMENT

STATE OF OREGON )  
 )ss.  
COUNTY OF KLANATHA )

BEFORE ME, the undersigned authority, on this 1 day of SEPTEMBER, 2016, personally appeared TERESA OSTEOM, 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.

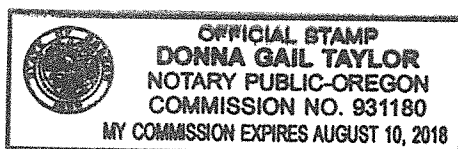


[Signature]  
Notary Public in and for the  
State of Oregon  
My Commission Expires: 3/14/2020

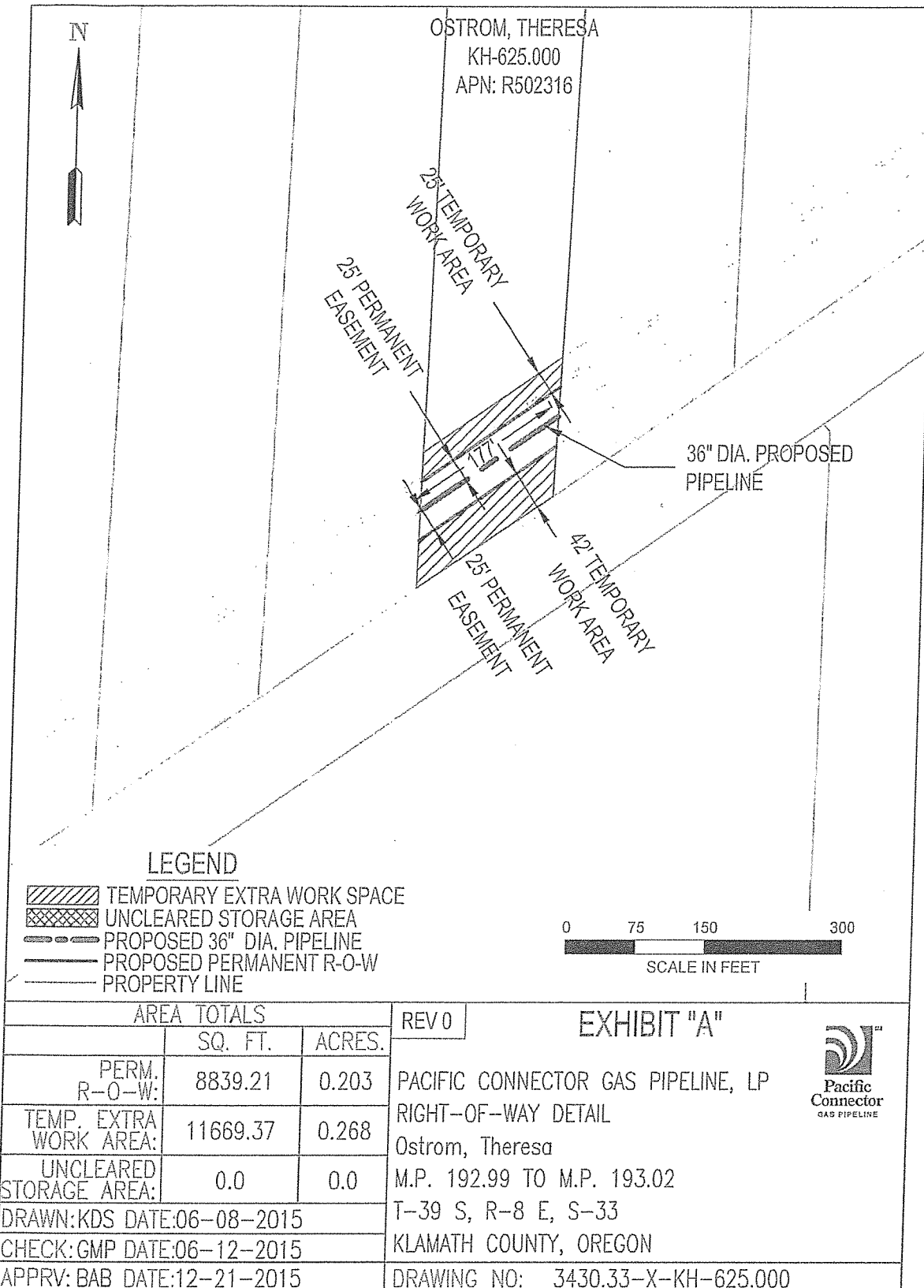
# ACKNOWLEDGMENT ATTORNEY-IN-FACT

STATE OF OREGON )  
 )ss.  
COUNTY OF JACKSON )

On the 10<sup>th</sup> day of September, 2016, Nancy Rousseau, 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 "A-1"

A tract of land in the E1/2 NW1/4 of Section 33, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning on the Southerly line of the Klamath Falls-Ashland Highway, at a point which is South 135 feet from the quarter corner common to Sections 28 and 33 in Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon; thence South 61 degrees 56' West 219 feet along the Southerly line of said highway to the true point of beginning; thence continuing South 61 degrees 56' West along the Southerly line of said highway, a distance of 155 feet; thence South 1514.30 feet to a stake on the Northerly right of way line of the Weyerhaeuser Logging Road; thence North 54 degrees 12' East 173.85 feet along said right of way line to a point; thence North 0 degrees 01' West 1485.53 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. In the event Grantee fails to initiate construction activities within the Right-of-Way and easement within a period of ten (10) years from the execution thereof, the Grantor may seek to obtain a reconveyance.
6. Grantee agrees to H-brace all fences prior to cutting and to return all fences to condition equal to or better than existed prior to construction.
7. Grantee has paid Grantor in full for the purchase and installation of an eight (8') foot panel gate and for alfalfa crop loss.