

2016-005457

Klamath County, Oregon

05/24/2016 02:39:56 PM

Fee: \$77.00

**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**

Gordon Anthon and Holly Doremus

2508 Regatta Ct

Davis, CA 95618

**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 \_\_\_\_\_."

AK16017

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

## CONSTRUCTION STIPULATIONS AGREEMENT

For valuable consideration, Gordon Anthon and Holly Doremus, as tenants by the entirety ("Grantor") whose address is 2508 Regatta Ct, Davis, CA 95618, 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 certain parcel of land being described as Government Lots 1, 2, 3 and 4, SW1/4 NE1/4, SE1//4 NW1/4, E1/2 SW1/4 of Section 2, Township 38 South, Range 5 East, of the Willamette Meridian and being more particularly described on the attached Exhibit "A-1".

Also known by County Assessor Parcel Number(s): **R70960**

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 5/20/2016.

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 5/20/2016. 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.


W20160R12097

WITNESS THE EXECUTION THIS 20<sup>th</sup> day of May, 20 16

GRANTOR:

  
Gordon Anthon

GRANTOR:

  
Holly Doremus

**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 CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, 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.

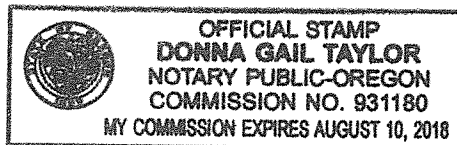
See Attached

Notary Public in and for the  
State of California  
My Commission Expires: \_\_\_\_\_

ACKNOWLEDGMENT ATTORNEY-IN-FACT

STATE OF OREGON )  
COUNTY OF Jackson )ss.

On the 13<sup>th</sup> day of May, 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

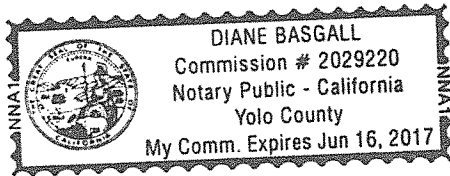
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Yolo )  
 On May 20 2014 before me, Diane Basgall, notary public,  
 Date Here Insert Name and Title of the Officer  
 personally appeared Gordon Anthon and Holly Doremus  
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Diane Basgall  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Construction Stipulations Agreement  
 Document Date: May 20 2014 Number of Pages: 8  
 Signer(s) Other Than Named Above: none

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Gordon Anthon  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☒ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

Signer's Name: Holly Doremus  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☒ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

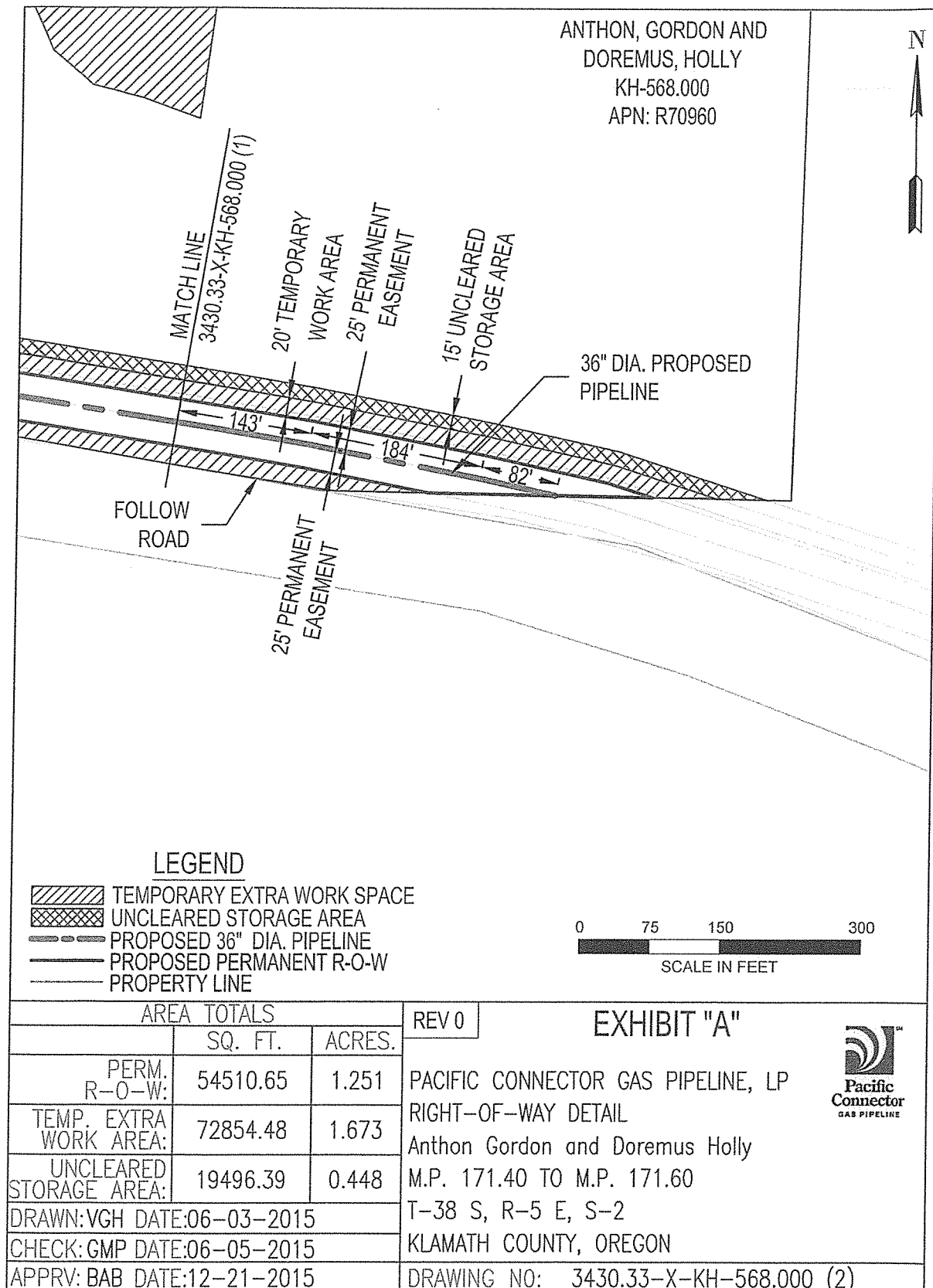


EXHIBIT "A-1"

Government Lots 1, 2, 3 and 4, SW1/4 NE1/4, SE1/4 NW1/4, E1/2 SW1/4 of Section 2, Township 38 South, Range 5 East of the Willamette Meridian, Klamath County, Oregon

## 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.