

2016-008333

Klamath County, Oregon

08/08/2016 09:16:02 AM

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

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

**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**

Frank and Maria Rojas

Po Box 9644

Glendale, CA 91226

**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 \_\_\_\_\_.”**

Adrian Title CLK 11036

## CONSTRUCTION STIPULATIONS AGREEMENT

For valuable consideration, Frank A. Rojas and Maria L. Rojas, husband and wife ("Grantor") whose address is PO Box 9644, Glendale, CA 91226, 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:

A tract of land situated in Sections 21 and 28, Township 40 South, Range 10 East, Willamette Meridian and being more particularly described on the attached Exhibit "A-1".

Also known by County Assessor Parcel Number(s): **R99609**

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 7/18/2016.

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 N/A. 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.

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

W2016OR 12124

WITNESS THE EXECUTION THIS 18<sup>th</sup> day of July, 20 16

GRANTOR:

  
Frank A. Rojas

GRANTOR:

  
Maria L. Rojas

**GRANTEE:**

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

Nancy Rousseau, 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.

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

SEE ATTACHED  
DOCUMENT

**CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGMENT  
(CALIFORNIA 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 Los Angeles )

On July 18, 2016 before me, Susan Morris Notary Public  
(Date) (Here Insert Name and Title of the Officer)

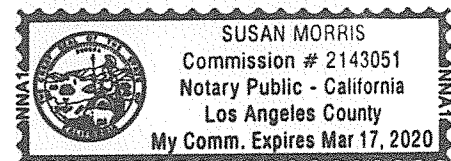
personally appeared Frank A. Rojas and Maria L. Rojas,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that 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]  
Signature of Notary Public

(Notary Seal)



**ADDITIONAL OPTIONAL INFORMATION**

**Description of Attached Document**

Title or Type of Document: Construction Stipulation Agreement Document Date: July 18, 2016

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

Additional Information: \_\_\_\_\_

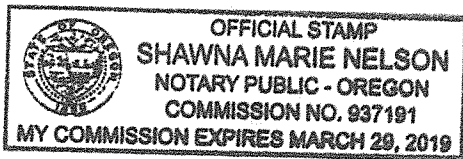
ACKNOWLEDGMENT ATTORNEY-IN-FACT

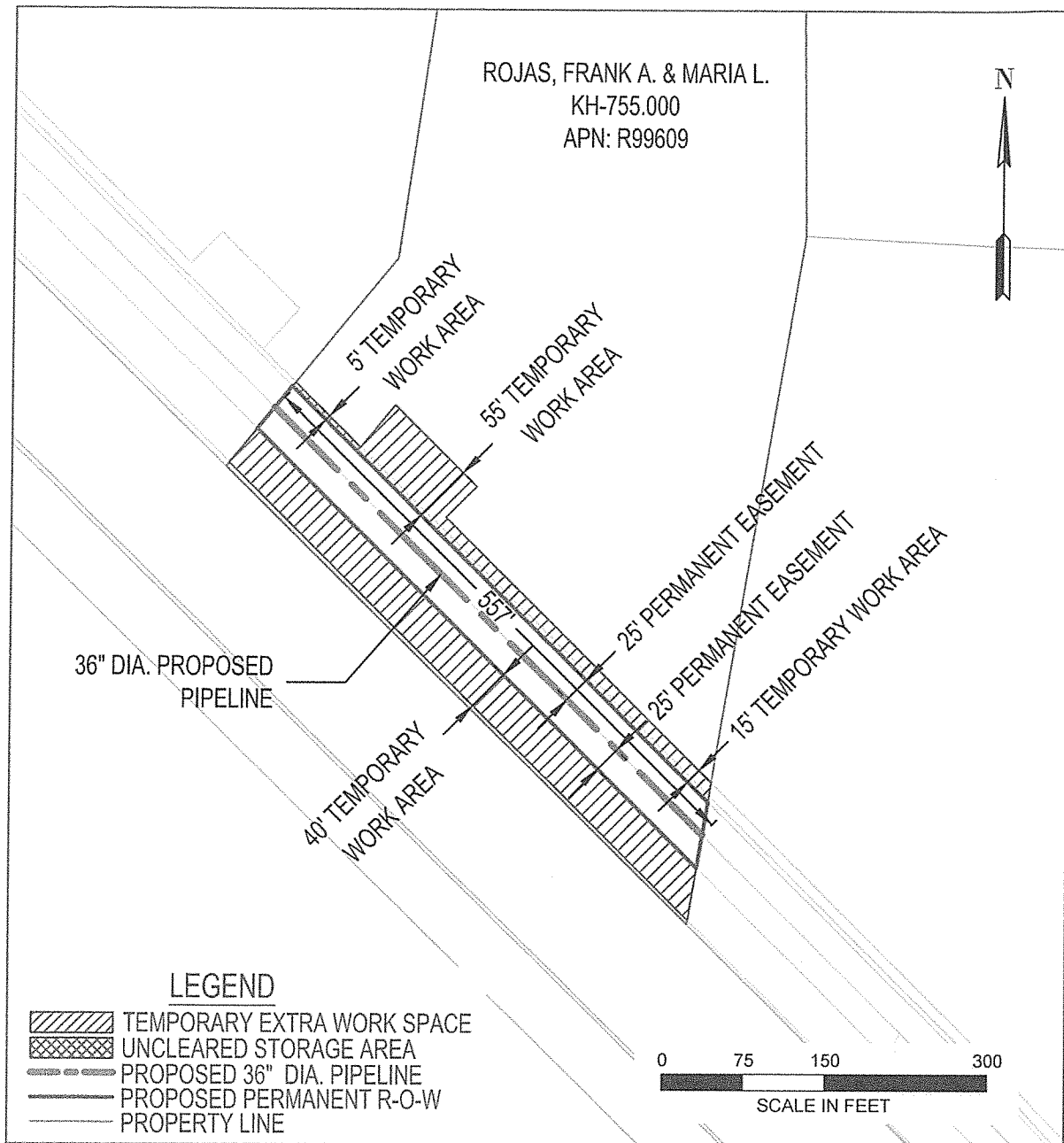
STATE OF OREGON )  
COUNTY OF Douglas ) ss.


On the 5<sup>th</sup> day of August, 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.

Shawna Nelson

Notary Public in and for the  
State of Oregon  
My Commission Expires: 3/29/19





AREA TOTALS			REV 0	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	27849.57	0.639	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL Rojas Frank A + Maria L M.P. 210.85 TO M.P. 210.96 T-40-S, R-10-E, S-28 KLAMATH COUNTY, OREGON		
TEMP. EXTRA WORK AREA:	34748.57	0.798			
UNCLEARED STORAGE AREA:	0.0	0.0			
DRAWN: KLL DATE: 5-8-2015					
CHECK: GMP DATE: 05-15-2015					
APPRV: BAB DATE: 12-28-2015			DRAWING NO: 3430.33-X-KH-755.000		

## EXHIBIT "A-1"

The following described real property situate in Klamath County, Oregon:

A tract of land situated in Sections 21 and 28, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point where the centerline of a U.S.B.R. Drain intersects the Northerly right of way line of State Highway No. 39, from which the Northeast corner of the Southeast Quarter of said Section 21 bears North 47°21'28" East 6085.30 feet; thence North 38°35'09" East along said centerline, 293.19 feet; thence North 08°27'19" East along said centerline 864.97 feet; thence South 81°32'41" East 46.22 feet to the centerline of an irrigation ditch; thence North 54°34' East along the centerline of said irrigation ditch, 250 feet, more or less, to the West line of the E1/2 NW1/4 of said Section 28; thence Northerly along said West line and along the East line of the SW1/4 SW1/4 of said Section 21, 788.48 feet to the Northwesterly extended centerline of a drainage ditch; thence South 69°56'34" East along said centerline and its extension, 1362.88 feet; thence continuing along said centerline, the following three courses and distances; South 26°38'58" East 393.77 feet; South 38°30'26" East 76.29 feet; South 44°50'32" West 284.35 feet to a point lying 15 feet West of the West line of Government Lot 1 of said Section 28; thence Southerly parallel to the West line of said Government Lot 1, 752.06 feet to the centerline of a drainage ditch; thence North 87°17'09" West 1292.77 feet; thence South 08°47'17" West along a fence, 682.74 feet to the Northeasterly right of way line of State Highway No. 39; thence Northwesterly along said right of way line, 629.61 feet to the 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 30 days prior to start of survey and via phone or in writing, at least 15 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. Grantee will protect and/or restore the Irrigation System damaged by the construction of the pipeline and shall be repaired in a good and workmanlike manner.

**END**