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

PACIFIC CONNECTOR GAS PIPELINE, LLC
125 CENTRAL AVENUE, SUITE 250
COOS BAY, OR 97420

2017-002488

Klamath County, Oregon

03/09/2017 09:24:01 AM

Fee: \$102.00

DOCUMENT TITLE(S): TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

REFERENCE NUMBERS(S) OF RELATED DOCUMENTS

GRANTOR(S)

FIA TIMBER GROWTH AND VALUE MASTER, LLC, A DELAWARE LIMITED LIABILITY COMPANY

GRANTEE(S)

PACIFIC CONNECTOR GAS PIPELINE LP, A DELAWARE LIMITED PARTNERSHIP

LEGAL DESCRIPTION

Those certain parcels of land lying in Section 32, Township 27 South, Range 11 West of the Willamette Meridian, Coos County, Oregon being more fully described in the attached Exhibit B.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

642600 and 643100

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is entered into this 12 day of February, 2017 ("**Effective Date**"), by and among FIA Timber Growth and Value Master, LLC, a Delaware limited liability company, whose address is 15 Piedmont Center, Suite 1250, Atlanta, GA 30305 ("**Grantor**"), and Pacific Connector Gas Pipeline, LP, a Delaware limited partnership, acting through its general partner, Pacific Connector Gas Pipeline, LLC, a Delaware limited liability company, 5615 Kirby Drive, Suite 500, Houston, TX 77005 ("**Grantee**").

RECITALS:

A. Grantor and Grantee have entered into that certain Right-of-Way and Easement Agreement, dated February 1, 2017 ("**Easement Agreement**");

B. The Easement Agreement pertains to certain real property more particularly described in Exhibit B hereto ("**Property**");

C. Pursuant to the Easement Agreement, Grantee will, among other things, construct a pipeline, cathodic equipment and/or appurtenances, which may be constructed above or below ground, including but not limited to valves and metering equipment, electrical and/or communications cable, underground conduit, splicing boxes, and roads (collectively, the "**Facilities**") and, in connection therewith, requires certain construction workspace ("**Construction Workspace**"). The approximate location of the Construction Workspace is designated on Exhibit A attached hereto and made a part of this Agreement.

NOW THEREFORE,

It is understood and agreed by Grantor and Grantee that the Construction Workspace is to be used by Grantee, its affiliates, and their contractors and designees in connection with the construction of Grantee's 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 Easement Agreement.

Grantee agrees that immediately upon completion of its work and subject to permits, weather and/or soil conditions, Grantee will as near as practicable restore said Construction Workspace to its original contours. At the end of the first three (3) months following completion of said construction, permits and weather permitting, Grantee shall inspect the Construction Workspace area and shall immediately remedy any settling that may have occurred thereupon. Grantee will compensate Grantor for adequately documented impacts directly resulting from its work. Impacts to 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 the Facilities, are described in Exhibit C attached hereto and made a part of this Agreement.

The term of this Agreement begins upon the commencement of construction of the Facilities and expires on the second anniversary of the commencement of construction ("**Expiration Date**"). At the election of Grantee, the term of this Agreement may be extended by two years following the Expiration Date in exchange for an additional rental payment ("**Extension Payment**"). The Extension Payment shall be calculated by increasing by five percent (5%) the initial rental payment made in exchange for this Agreement.

Grantee will possess the above-described rights and such rights will be binding upon Grantor, its heirs, legal representatives and successors in title. Either party may record this Agreement in the records of real property in the county where the Property is located.

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.

WITNESS THE EXECUTION THIS 1st day of February, 20 17

GRANTOR:

FIA TIMBER GROWTH AND VALUE MASTER, LLC

Michael E. Hart
BY:

GRANTEE:

Pacific Connector Gas Pipeline, LP
by its General Partner, Pacific Connector Gas Pipeline, LLC

Taylor Johnson, Authorized Signatory
Taylor Johnson

ACKNOWLEDGMENT

STATE OF GEORGIA


COUNTY OF

Paulding

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)

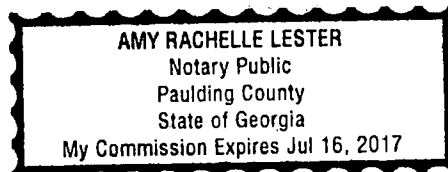
On this 1 day of February, 2017, Michael F. Hawk personally appeared before me and being duly sworn, did say that she/he is the Asst VP of FDU TP G+V Master, and that she/he executed the forgoing instrument on behalf of and by authority of said entity and acknowledged said instrument to be its voluntary act and deed for the uses and purposes mentioned therein.

Before me:



Notary Public in and for the State of Georgia

My Commission Expires: 7/16/2017



ACKNOWLEDGMENT

STATE OF TEXAS

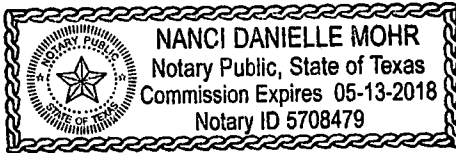
COUNTY OF

Harris

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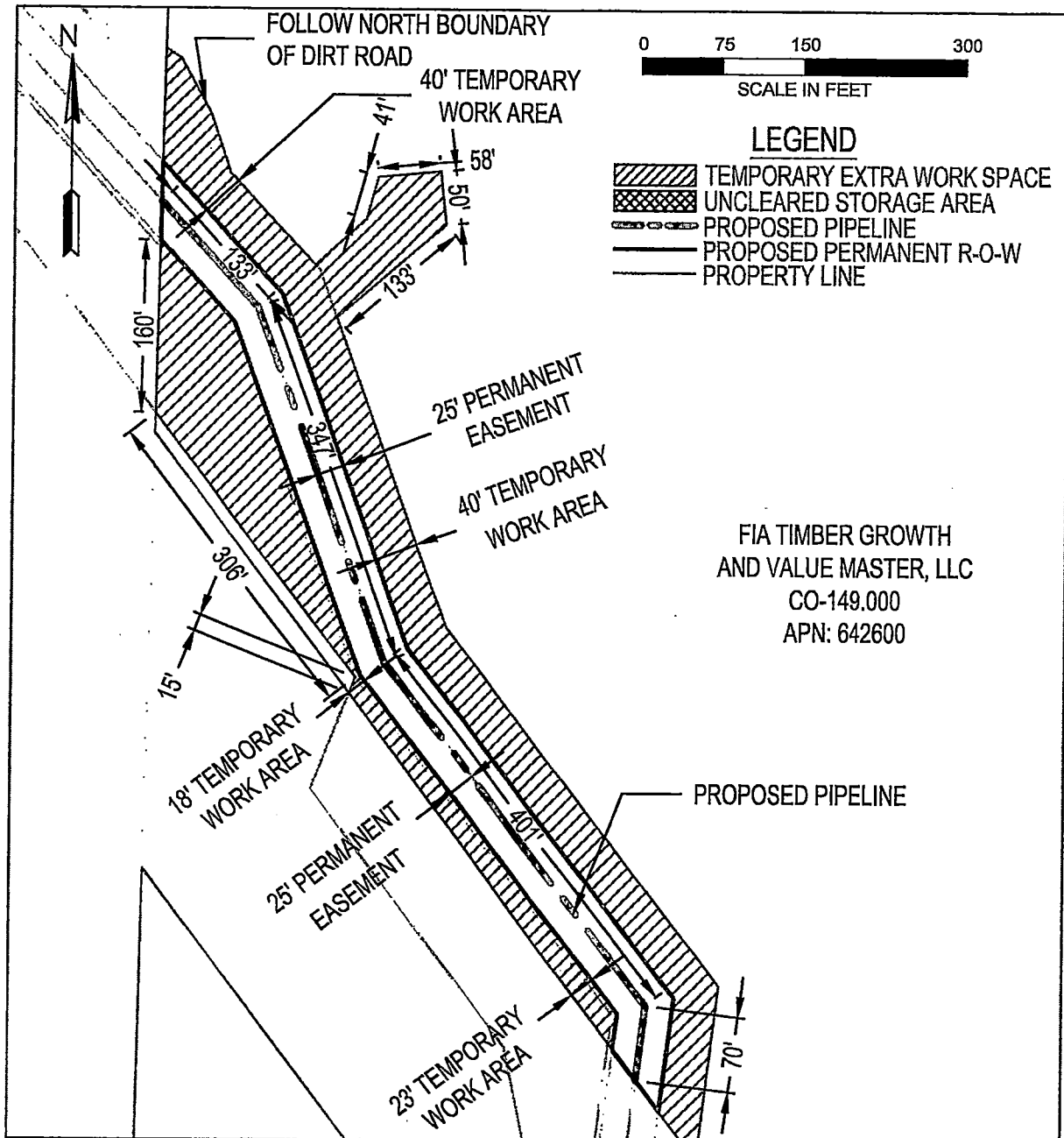
On this 21st day of February, 2017, personally appeared Saylor Johnson, proven to me to be the Authorized Signatory of Pacific Connector Gas Pipeline LP, acting through its general partner, Pacific Connector Gas Pipeline, LLC, and acknowledged that she/he signed the forgoing instrument on behalf of and by authority of said entity and that the instrument is said entity's voluntary act and deed for the uses and purposes mentioned therein.


Before me:

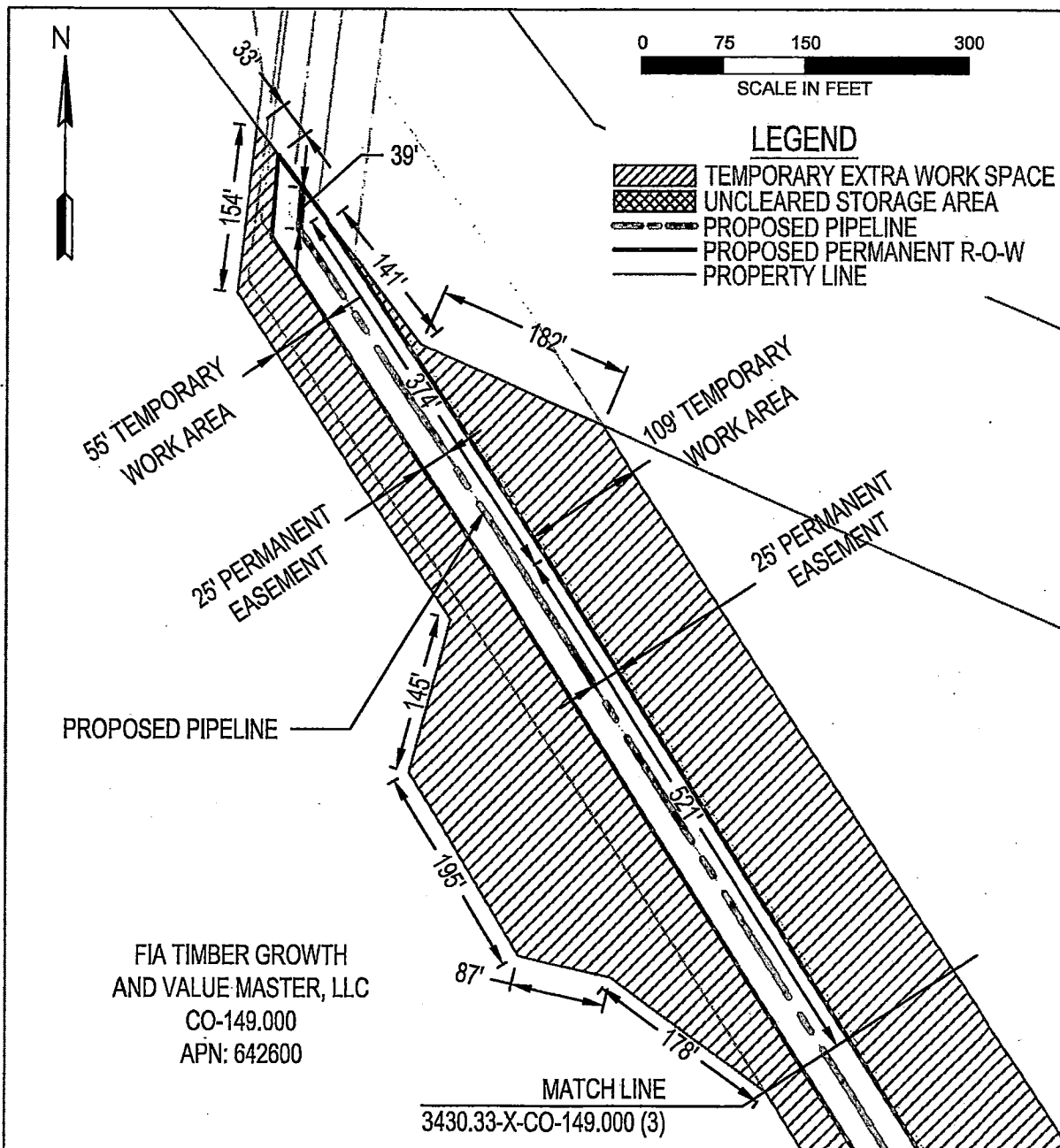



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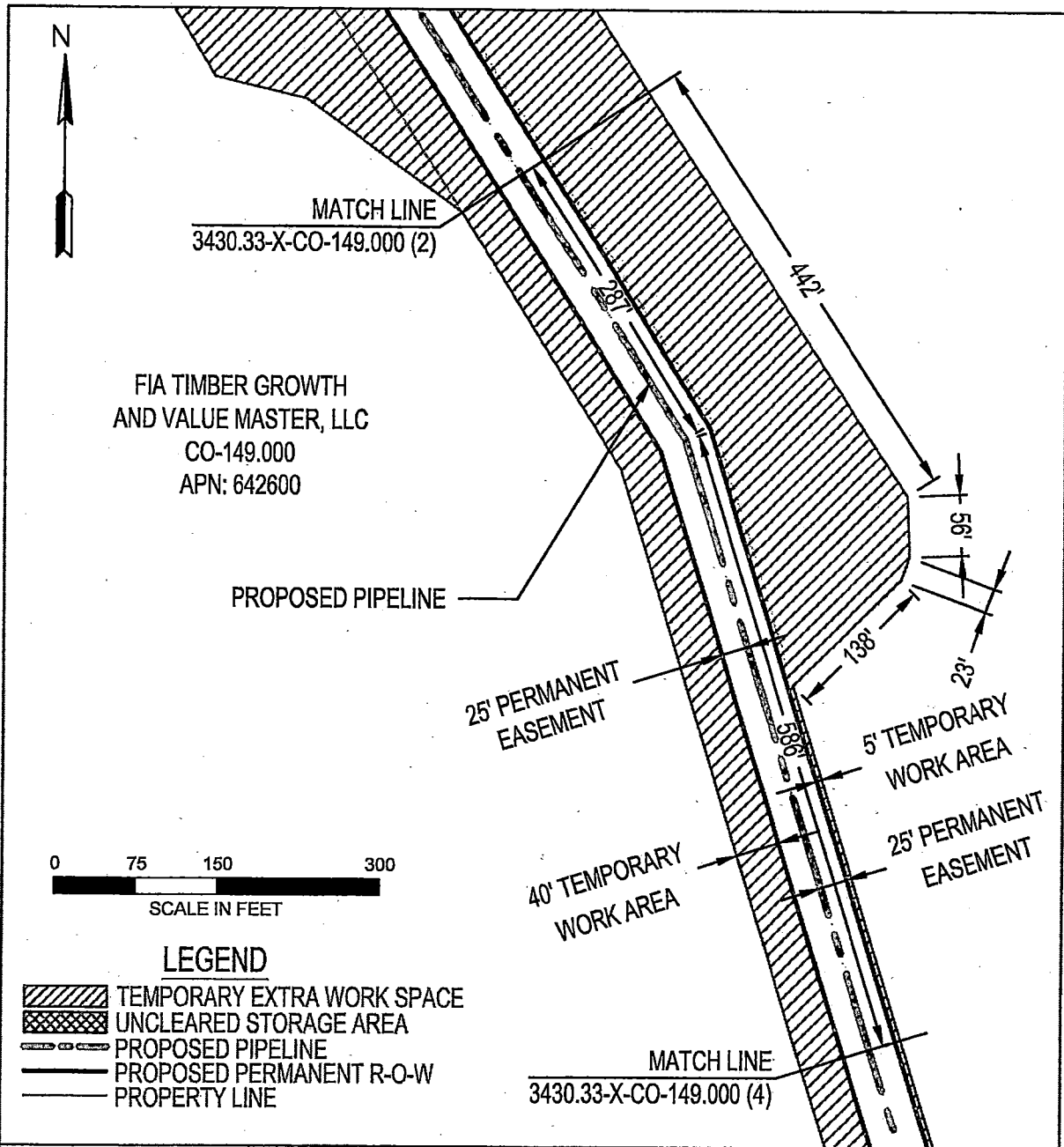
Notary Public in and for the State of Texas
My Commission Expires: 05/13/18




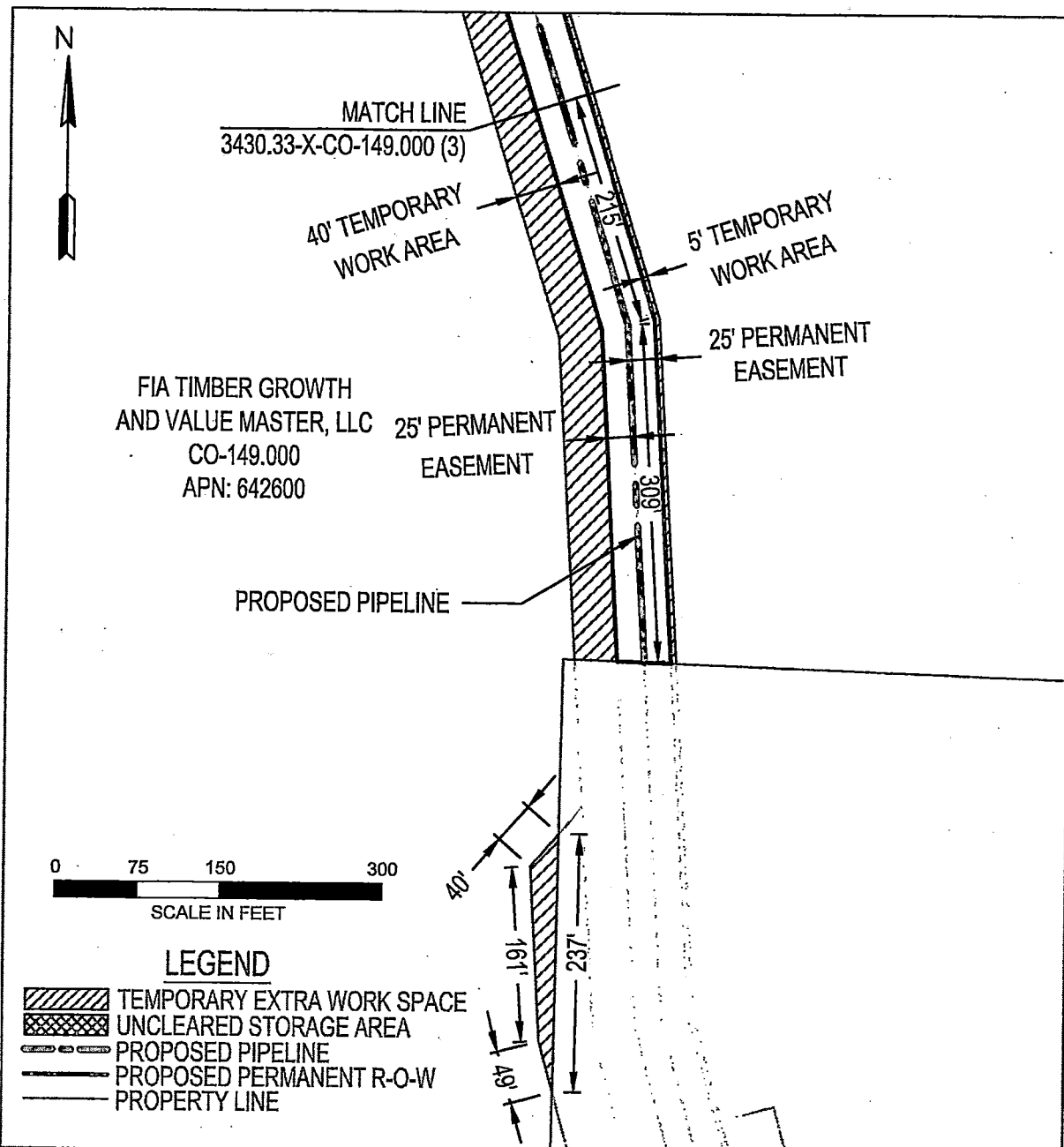
AREA TOTALS			REV 1	REVISED DATE: 11-17-2016	EXHIBIT "A"		
	SQ. FT.	ACRES.	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL FIA Timber Growth and Value Master, LLC M.P. 25.86 TO M.P. 26.54 T-27 S, R-11 W, S-32 COOS COUNTY, OREGON DRAWING NO: 3430.33-X-CO-149.000 (1)				
PERM. R-O-W:	164765.60	3.782					
TEMP. EXTRA WORK AREA:	376151.72	8.635					
UNCLEARED STORAGE AREA:	0.0	0.0					
DRAWN:TAD DATE:05-22-2015							
CHECK:JST DATE:11/17/2016							
APPRV:RAP DATE:11/17/2016							




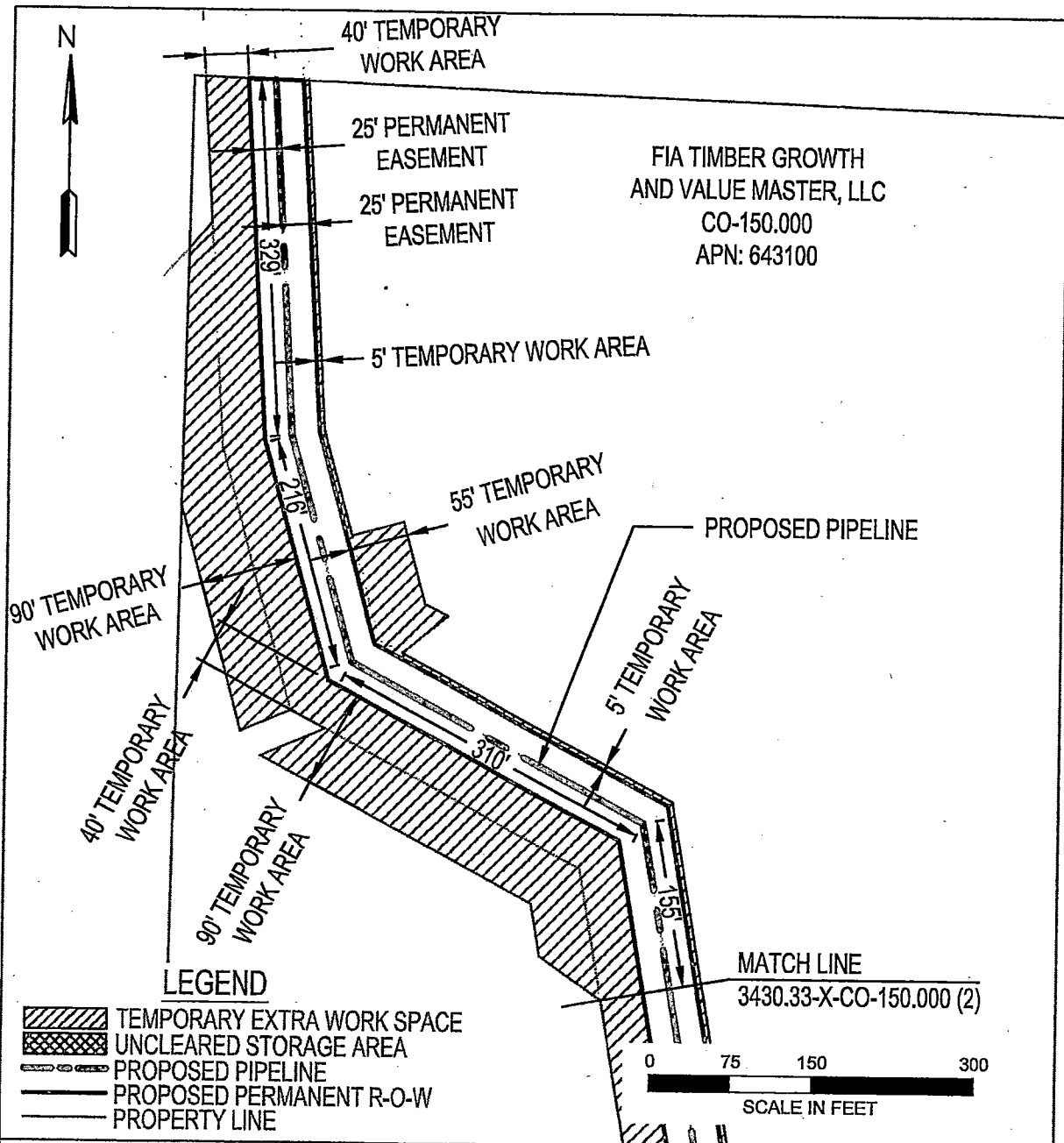
AREA TOTALS			REV	REVISED DATE	EXHIBIT "A"	
	SQ. FT.	ACRES.	1	11-17-2016		
PERM. R-O-W:	164765.60	3.782	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL FIA Timber Growth and Value Master, LLC M.P. 25.86 TO M.P. 26.54 T-27 S, R-11 W, S-32 COOS COUNTY, OREGON			
TEMP. EXTRA WORK AREA:	376151.72	8.635				
UNCLEARED STORAGE AREA:	0.0	0.0				
DRAWN:TAD DATE:05-22-2015						
CHECK:JST DATE:11/17/2016			DRAWING NO: 3430.33-X-CO-149.000 (2)			
APPRV:RAP DATE:11/17/2016						




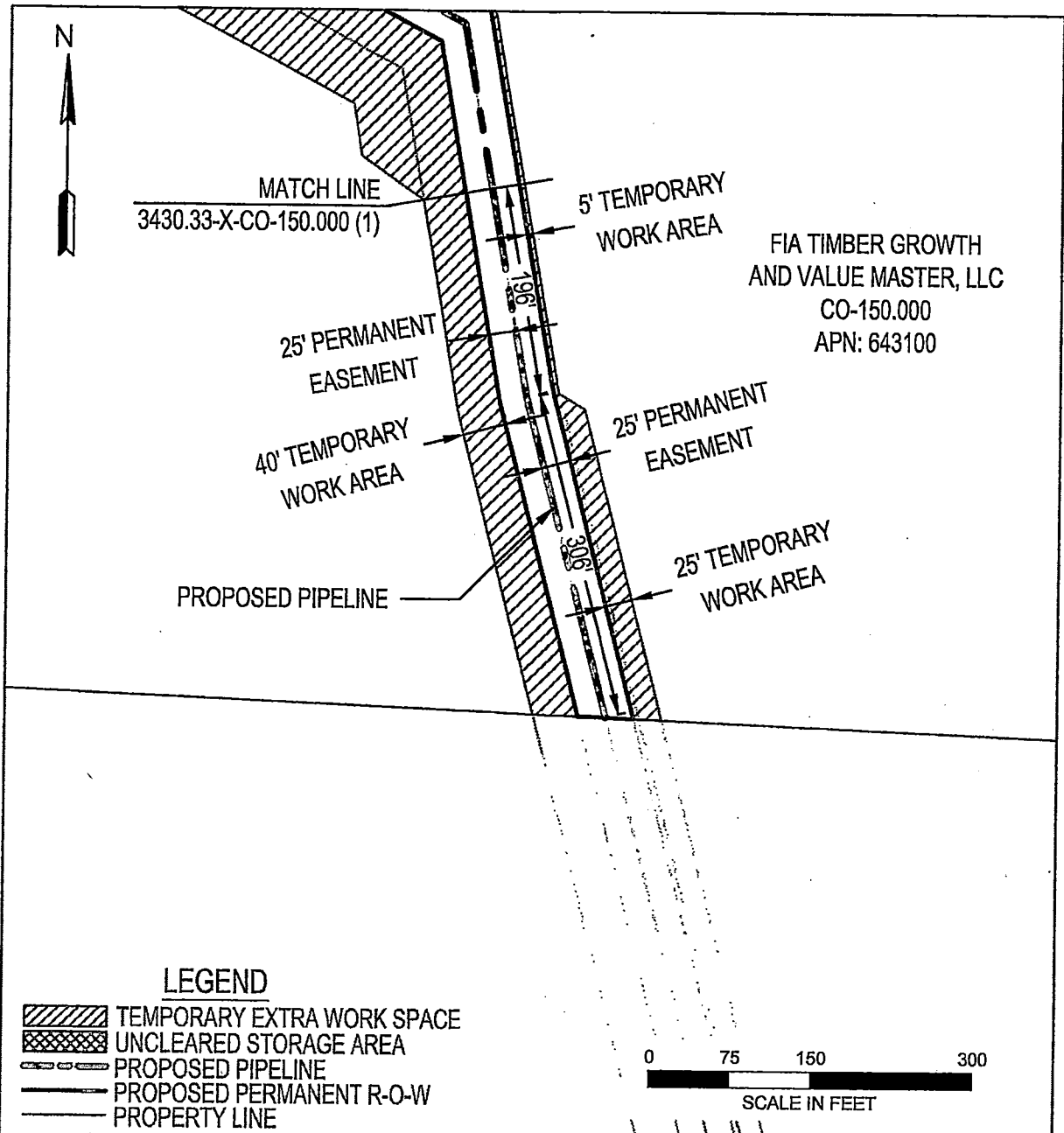
AREA TOTALS			REV	REVISED DATE	EXHIBIT "A"		
	SQ. FT.	ACRES.	1	11-17-2016			
PERM. R-O-W:	164765.60	3.782	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL FIA Timber Growth and Value Master, LLC M.P. 25.86 TO M.P. 26.54 T-27 S, R-11 W, S-32 COOS COUNTY, OREGON				
TEMP. EXTRA WORK AREA:	376151.72	8.635					
UNCLEARED STORAGE AREA:	0.0	0.0					
DRAWN:TAD DATE:05-22-2015							
CHECK:JST DATE:11/17/2016			DRAWING NO: 3430.33-X-CO-149.000 (3)				
APPRV:RAP DATE:11/17/2016							



AREA TOTALS			REV 1	REVISED DATE: 11-17-2016	EXHIBIT "A"	
	SQ. FT.	ACRES.				
PERM. R-O-W:	164765.60	3.782	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL FIA Timber Growth and Value Master, LLC M.P. 25.86 TO M.P. 26.54 T-27 S, R-11 W, S-32 COOS COUNTY, OREGON			
TEMP. EXTRA WORK AREA:	376151.72	8.635				
UNCLEARED STORAGE AREA:	0.0	0.0				
DRAWN:TAD DATE:05-22-2015			DRAWING NO: 3430.33-X-CO-149.000 (4)			
CHECK:JST DATE:11/17/2016						
APPRV:RAP DATE:11/17/2016						



AREA TOTALS			REV	REVISED DATE:	EXHIBIT "A"	 Pacific Connector GAS PIPELINE	
	SQ. FT.	ACRES.	1	11-17-2016			
PERM. R-O-W:	75590.79	1.735	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL FIA Timber Growth and Value Master, LLC M.P. 26.54 TO M.P. 26.82 T-27 S, R-11 W, S-32 COOS COUNTY, OREGON				
TEMP. EXTRA WORK AREA:	116101.14	2.665					
UNCLEARED STORAGE AREA:	0.0	0.0					
DRAWN:TAD DATE:03-30-2015							
CHECK:JST DATE:11/17/2016	DRAWING NO: 3430.33-X-CO-150.000 (1)						
APPRV:RAP DATE:11/17/2016							




AREA TOTALS			REV 1	REVISED DATE: 11-17-2016	EXHIBIT "A"  PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL FIA Timber Growth and Value Master, LLC M.P. 26.54 TO M.P. 26.82 T-27 S, R-11 W, S-32 COOS COUNTY, OREGON DRAWING NO: 3430.33-X-CO-150.000 (2)
	SQ. FT.	ACRES.			
PERM. R-O-W:	75590.79	1.735			
TEMP. EXTRA WORK AREA:	116101.14	2.665			
UNCLEARED STORAGE AREA:	0.0	0.0			
DRAWN:TAD DATE:03-30-2015					
CHECK:JST DATE:11/17/2016					
APPRV:RAP DATE:11/17/2016					

EXHIBIT B

Parcel 184:

PARCEL II: The NW 1/4 of the NE 1/4; the E 1/2 of the NW 1/4 and the E 1/2 of the SW 1/4 of Section 32, Township 27 South, Range 11 West of the Willamette Meridian, Coos County, Oregon.

EXCEPT that portion conveyed to the United States in instrument recorded November 21, 1963 in Book 305, Page 329, Deed Records of Coos County, Oregon.

PARCEL III: The SW 1/4 of the NE 1/4 and the NW 1/4 of the SE 1/4 of Section 32, Township 27 South, Range 11 West of the Willamette Meridian, Coos County, Oregon.

EXCEPT any portion embraced in the Reston-Fairview No. 1 transmission line and the Bonneville Power Administration transmission line.

And

Parcel 191:

All that portion of the SE 1/4 of the SE 1/4 and the SW 1/4 of the SE 1/4 of Section 32, Township 27 South, Range 11 West of the Willamette Meridian, Coos County, Oregon, lying and being West of Middle Creek running through said premises.

EXCEPT: Beginning at the South 1/16th corner common to Section 32 and 33, Township 27 South, Range 11 West of the Willamette Meridian, Coos County, Oregon, which is masonry nail in the asphalt of a bridge across Middle Creek; go Westerly along the 1/16 line South 89° 39' 25" West 20 feet, more or less, to the intersection of the 1/16 line with the centerline of Middle Creek which is the true point of beginning; thence South 89° 39' 25" West 1020 feet to the Southwest corner of Huie and Linda Knight's property per deed bearing Microfilm Reel No. 91-08-0694, Records of Coos County, Oregon; thence South 85° 03' 25" East 231.09 feet to a 5/8 inch iron rod; thence South 29° 10' 28" East 340.63 feet to a 5/8 inch iron rod; thence South 29° 10' 28" East 30 feet, more or less, to the centerline of Middle Creek; thence Northeasterly along the centerline of Middle Creek 725 feet, more or less, to the point of beginning.

Together with easement to use an existing road for ingress and egress to the herein above described lands granted by Easement recorded March 13, 1996 bearing Microfilm Reel No. 96-03-0497, Records of Coos County, Oregon.

EXCEPT any portion embraced in the Bonneville Power Administration transmission line.

EXHIBIT C

CONSTRUCTION STIPULATIONS

In accordance with the terms and conditions of this Agreement, Grantor and Grantee agree that Grantee's Facilities will be constructed on Grantor's Property in accordance with the following terms and conditions:

1. Grantee will notify Grantor, in writing, at least seven (7) days prior to commencement of survey activities on the Property and, via phone or in writing, at least thirty (30) days prior to commencement of tree clearing and removal or other construction preparation on the Property.
2. Grantee will construct the Facilities in compliance with the engineering, design, and safety standards of the U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration in effect at the time of construction.
3. Grantee will remove all construction waste and debris after completion of construction activities.
4. Grantee will restore all existing access roads and driveways disturbed by the construction to a condition equal to or better than existed prior to construction.
5. Grantee will compensate Grantor for impacts to the Property from construction of the Facilities not repaired by Grantee, including impacts to timber, growing crops, pasture, and livestock. Reforestation costs were prepaid by Grantee at the time this Agreement was executed.
6. Grantee will provide to Grantor, within 180 days following the pipeline being placed in service, an as-built survey plan of the Easement.