

2019-002474

Klamath County, Oregon

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PACIFIC CONNECTOR GAS PIPELINE, LLC
111 SW 5TH AVENUE, SUITE 1100
PORTLAND, OR 97204

DOCUMENT TITLE(S): TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

Reference Numbers(s) of related documents

GRANTOR(S)

COLLINS PRODUCTS LLC, AN OREGON LIMITED LIABILITY COMPANY

GRANTEE(S)

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

Legal Description

Those certain parcels of land described as lying in Sections 13.and 24, in Township 39 South, Range 8 East, Willamette Meridian, and Section 18, Township 39 South, Range 9 East, Willamette Meridian, all located in Klamath County, Oregon, being more particular described in Exhibit A-1.

Assessor's Property Tax Parcel/Account Number

R583826, R580570, R580561

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (this "Agreement") is dated effective as of February 4, 2019 (the "Effective Date") and is made and entered into between Collins Products LLC, an Oregon limited liability company ("Grantor"), formerly known as Collins Newco LLC, whose address is 21900 SW Town Center Loop West, Suite 300, Wilsonville, OR 97070, and Pacific Connector Gas Pipeline, L.P., a Delaware limited partnership ("Grantee"), acting through its general partner, Pacific Connector Gas Pipeline, LLC, a Delaware limited liability company, whose address is 5615 Kirby Drive, Suite 500, Houston, TX 77005.

RECITALS:

A. Grantor is the owner of certain real property in Klamath County, Oregon, lying in Sections 13 and 24, Township 39 South, Range 8 East, Willamette Meridian, and Section 18, Township 39 South, Range 9 East, Willamette Meridian, and more particularly described on attached Exhibit "A-1" (the "Property").

B. Grantee is in the process of planning, locating, permitting, developing and constructing a single interstate natural gas pipeline and related facilities which will extend across Klamath, Jackson, Douglas and Coos Counties, Oregon, for purposes of transporting natural gas (the "Pipeline").

C. In connection with the initial construction of the Pipeline and related facilities, Grantee desires to have the temporary right and license to enter and use portions of the Property for purposes of constructing the Pipeline and for temporary staging and storage in connection with such construction, and Grantor is willing to grant such right and license on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for the valuable consideration herein stated, it is mutually agreed by and between the parties hereto as follows:

AGREEMENT:

1. **Right to Enter and Construct Pipeline Facilities.** Subject to the terms and conditions of this Agreement, Grantor hereby grants to Grantee the temporary license, right and privilege, during the term of this Agreement, to enter the portions of the Property identified and depicted on attached Exhibit "A-2" (the "construction workspace") for purposes of constructing the Pipeline and related facilities (collectively, "Pipeline Facilities"). The temporary right and license granted to Grantee in this Agreement shall include the rights during the term of this Agreement to clear grade and trench the construction workspace, to string and bend pipe, to weld, coat, inspect and lower-in the Pipeline, and to bring onto the construction workspace all vehicles, equipment, materials and personnel which are necessary for the construction of the Pipeline Facilities in accordance with the standards set forth herein, all within the boundaries of the construction workspace. Grantee may permit its agents, affiliates, contractors, subcontractors, licensees, vendors or suppliers of Grantee furnishing materials or services, performing any construction activities on behalf Grantee or otherwise exercising any rights of Grantee under this Agreement (collectively, "Permittees") to exercise the rights granted to Grantee under this Agreement provided such exercise by any Permittee is directly related to the limited purposes of this Agreement and is in accordance with all terms and conditions of this Agreement. Except for minor grading to level the construction workspace, no excavation shall be allowed outside of the boundaries of the easement created pursuant to the Permanent Easement (as hereafter defined). The pipeline will be installed by underground boring, and no surface trenching shall be permitted, within the roads or the railroad.

It is understood and agreed by Grantor and Grantee that said construction workspace is to be used on a temporary basis in connection with the initial 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 under this Agreement will automatically terminate and revert to Grantor, and Grantee's

rights in the Property shall be governed exclusively by that certain Facilities Easement dated February 4, 2019 (the "Permanent Easement"), between Grantor and Grantee.

2. **Restoration; Damage.** Grantee agrees that within a reasonable time following the earliest to occur of (a) the expiration or earlier termination of this Agreement or (b) the completion of its work on any specific parcel of the Property, and as soon as weather and/or soil conditions first permit, Grantee will as near as practicable restore said construction workspace to its original contours, grade and condition, at Grantee's sole risk and expense. Additionally, Grantee will repair, or if such damage cannot be repaired, compensate Grantor for adequately documented damages directly resulting from its work including, but not limited to, any damages to buildings, utility lines, parking areas, growing crops, pasture, livestock, gates, fences, driveways, roadways, road structures, bridges, culverts, ditches, landscaping, drains, drain lines, drain tiles, utilities and other real or personal property as provided in this Section. Damages to real or personal property will be repaired by Grantee or the Grantor will be compensated for such repairs. Grantee will promptly notify Grantor of any property damage occasioned by Grantee's or its Permittees' activities under this Agreement. If any such property is destroyed or is damaged to such extent that it cannot be repaired to at least as good a condition as existed prior to such damage, Grantee shall replace such property at Grantee's own expense or shall pay over to Grantor the fair market value of such damaged or destroyed property. Within thirty (30) days of receiving any property damage notice from Grantee, or within thirty (30) days following the date that Grantor actually learns of the occurrence of such loss or damage and notifies the Grantee of same, Grantor may, at its option, elect to repair or replace any property so damaged or destroyed by Grantee or its Permittees itself and obtain reimbursement from Grantee for the reasonably documented costs incurred by Grantor in obtaining such repair or replacement.

3. **Consideration.** Grantor's execution and recording of this Agreement acknowledges receipt from Grantee of the monetary consideration paid by Grantee for the rights and privileges granted herein. There shall be no refund of consideration paid to Grantor for the rights and privileges granted herein by reason of termination of this Agreement, lack of development of the Pipeline, or for any other reason.

4. **Site Use Stipulations.** Grantee and its Permittees will conduct all activities under this Agreement and will construct the Pipeline Facilities in accordance with the following (the "Stipulations"):

a. Grantee will notify Grantor, in writing, of the construction activity 7 days prior to start of survey and via phone or writing, at least 30 days prior to beginning any construction activity on the Grantor's Property.

b. Grantee will remove all unused materials, garbage, construction waste and debris after completion of construction activities.

c. Grantee will restore all access roads disturbed by construction to condition equal to or better than existed prior to construction. Restoration will include final grading where necessary.

d. Grantee will re-seed disturbed areas along the right of way with a seed mix native to the area or, unless prohibited by law or regulation, as specified by the Grantor.

e. Grantee will restore the construction workspace after construction to as close to the original contour and condition as is practical.

f. Grantee will construct its Pipeline Facilities in compliance with all applicable laws, including, but not limited to engineering design and safety standards of the Department of Transportation and Pipeline and Hazardous Materials Safety Administration in force at the time of construction.

g. Grantee will protect all survey monuments located within the construction workspace. In the event survey monuments are disturbed and/or destroyed, it will be the responsibility of

the Grantee to re-establish and survey monuments in conformity with survey standards then currently established for the State of Oregon.

h. To the maximum extent possible, topsoil will be excavated and segregated from subsoil into separate stockpiles to allow for the re-establishment of the original soil profile. In places that have less than 12 inches of topsoil, all topsoil will be removed and stored separately. Once construction is complete, the subsoil will be placed into the trench first, followed by the topsoil.

i. The Pipeline will be covered to a minimum depth of three (3) feet (thirty-six inches) in all locations (after giving effect to construction settlement) or such greater minimum depth as may be required by any Applicable Law (defined below). The Pipeline will be covered to a minimum of five (5) feet (sixty inches) cover from the top of the pipe to road surface at all locations where the Pipeline intersects a public or private road used by Grantor for management or operation of the Property.

j. Prior to commencing any construction or any alteration of the construction workspace, Pipeline Facilities or other temporary structures on the Property, Grantee shall furnish to Grantor, for review and comment as to work coordination and site safety, a detailed description of the work to be performed by Grantee or its Permittees, including, without limitation, the name of all proposed contractor(s), estimated time frame for completion of the work, and plans and drawings for the applicable Pipeline Facilities and any roads to be constructed (each a "Work Plan"). Grantee shall not commence any construction of any Pipeline Facilities or other temporary structures, roads or road improvements, or any alteration of the construction workspace, until after Grantor has approved the applicable Work Plan, which approval shall not be unreasonably withheld, conditioned or delayed. Any such Work Plan shall be deemed approved unless Grantor notifies Grantee in writing within three (3) business days stating in reasonable detail of any Grantor objections to the Work Plan and Grantor's proposed resolution to the objections. Grantor shall not have a right to approve or reject the design and function of the Pipeline Facilities itself, it being the intent of the parties that the review and approval right under this Section be solely for the purpose of ensuring site safety and work coordination in light of Grantor's ongoing operations on and around the affected construction workspace or other property and in light of the then existing conditions affecting the construction workspace or other property.

k. Grantee will not block use of any roadway on Grantor's property during construction activity. Grantee will notify Grantor of construction activity that will interfere with full use of the roadway at least 48 hours prior to the start of the construction activity. During that construction activity, Grantee will put traffic control in place to keep one lane of the roadway open at all times.

5. Compliance with Applicable Law, Permits and Regulatory Requirements. Grantee shall conduct (and shall cause its Permittees to conduct) all operations and activities required or permitted under this Agreement in accordance with Applicable Law and the terms and conditions of all authorizations, permits, approvals or certificates from governmental authorities with respect to the Pipeline, the activities of Grantee or its Permittees in connection therewith, and the existence of the Pipeline on the Property. For purposes of this Agreement, "Applicable Law" means all laws, rules, regulations, ordinances and agency or judicial orders now or hereafter in force of all federal, state and other governmental authorities to the extent applicable to the Pipeline and the activities of Grantee and its Permittees under this Agreement, including, but not limited to, (a) the Natural Gas Act, (b) all applicable rules, regulations and agency or judicial orders of FERC, the United States Department of Transportation and the Pipeline and Hazardous Materials Safety Administration; and (c) all applicable laws, rules, regulations and orders relating to (i) the preservation and protection of the environment, including soil, air, groundwater and surface water, (ii) the use, storage, application, transportation, presence or absence of hazardous substances or materials of any kind, (iii) the designation, classification and protection of any species of plant or animal, and (iv) any applicable local ordinances, authorizations, and permit requirements for land use, clearing, grading, and construction.

6. Property Protection Covenants.

a. Generally. Grantee shall not perform any disorderly conduct or commit any nuisance on the Property, and shall maintain the Property in an orderly, clean and sanitary manner as required by Grantor. Grantee shall carry on all activities on the Property in a careful manner and shall comply, at Grantee's expense, with all laws, regulations and permits of any municipal, state, or federal authority that are applicable to Grantee's activities, Grantee's agreement to comply shall include any programmatic or generally applicable local, state or federal government regulatory permits held by Grantor as of the Effective date, that are applicable to the Property and Grantee's activities on the Property under applicable law, including, without limitation, incidental take permits held by Grantor, Grantor shall provide copies of such permits to Grantee when Grantee notifies Grantor it intends to begin construction. Grantor reserves the right to require Grantee to take affirmative steps to review and comply with permits upon written notice by Grantor and to promptly comply when Grantor requests specific action to conform the activities with the requirements of a permit noticed to Grantee.

b. Liens. Grantee shall keep the Property free from any liens or encumbrances arising out of any work performed by Grantee and its Permittees, materials furnished by Grantee and its Permittees, or obligations incurred by Grantee or its Permittees. In the event that Grantee fails to discharge any of its obligations under this Section, Grantor shall have the right to pay and discharge any lien imposed against Grantor's property due to Grantee's breach of the aforesaid covenant. Grantee shall reimburse Grantor for the amount so paid, including the reasonable expenses of Grantor in connection therewith, within thirty (30) days of receiving notice from Grantor of any such payment with interest thereon at the rate of seven (7) percent per annum from the date of payment thereof by Grantor until the repayment thereof by Grantee. If Grantor shall exercise the option to make such payments, it shall not be obligatory on Grantor to inquire into the validity of any such lien unless Grantee shall have given notice to Grantor that said lien was being challenged and shall have furnished to Grantor the bond of a surety company or other security satisfactory to Grantor, in an amount satisfactory to Grantor, securing Grantor against the payment of the lien so contested and against any loss, damage, or penalty arising from Grantee's failure to pay it.

c. Reporting. Grantee shall promptly report to Grantor any violations of any laws, regulations, or permits relating to the activities by Grantee or its Permittees of which Grantee has knowledge and shall promptly send to Grantor a copy of any notice of violation received by Grantee that relates to the activities. A copy of all citations or other written documents Grantee receives from any agency shall accompany the notice of violation.

d. Safety. Grantee shall comply with all applicable federal, state, and local safety and health laws, regulations and standards and Grantors plant safety and security procedures. Grantee and its contractors shall participate in a plant safety briefing with Grantor, prior to the start of any construction activity. Grantee is responsible for safety and health conditions in connection with Grantee's activities and has primary and ultimate responsibility for instructing and supervising its employees on safe work practices. Grantee shall immediately notify Grantor and others at the Property whenever Grantee becomes aware of a hazard that Grantee cannot remove or correct immediately.

e. Water Bodies. Grantee will exercise every reasonable precaution to prevent damage and sedimentation to rivers, streams, lakes, wetlands, riparian areas and other environmentally sensitive areas of which it has knowledge or discovers in the course of carrying out its activities under this Agreement. To that end, the Grantee will take all protective measures reasonably necessary to control dispersal of sediment-laden stormwater or other water associated with the construction or operation of its Pipeline Facilities into water bodies and other environmentally sensitive areas.

f. Hazardous Substances. Grantee and its Permittees shall not dump, spill or release any Hazardous Substances on the Property in violation of applicable law, and will comply with all applicable law regarding use, storage, and handling of Hazardous Substances. Grantee and its Permittees shall not bring Hazardous Substances onto the Property except to the extent, and in quantities necessary, to exercise its rights under this Agreement. In the event of a spill or release of Hazardous

Substances in violation of applicable law, Grantee shall promptly comply with all federal, state, and local spill notification and response requirements and shall notify Grantor of the spill event. Grantee shall be responsible for the response and restoration costs of any release of Hazardous Substances in connection with this Agreement, and shall indemnify, defend, and hold harmless the Grantor Indemnified Persons from any liability arising from claims or damages in connection with such release. As used in this Agreement, the term "Hazardous Substance" means any fuels, oils, pollutants, contaminants, chemicals or hazardous, toxic, or dangerous wastes, substances, chemicals or materials regulated or controlled pursuant to any applicable law now or at any time hereafter in effect. For the avoidance of doubt, if any pollutant, Hazardous Substance, contaminated waste or solid waste is released by Grantee upon the Property or any other Property of Grantor or any of its Permittees in violation of applicable law, Grantee shall be responsible for and timely pay all costs of clean-up, remediation, and other costs related to and arising from the event, including, but not limited to fines and penalties.

g. Hours of Operation. Grantee shall conduct its non-emergency activities on the Property only during daylight hours. Any night or non-daylight hour work (other than emergency work deemed necessary in Grantee's sole discretion) shall require the prior consent of Grantor.

h. Roads and Gates. Grantee shall repair all road damage caused by Grantee and its employees, permittees, agents, and contractors and maintain the roadway, road structure and road facilities as nearly as possible in their present condition or as hereafter improved.

7. Indemnification.

a. To the fullest extent permitted by applicable law, and except to the extent caused by the negligence or willful misconduct of Grantor, Grantee shall defend, indemnify, and hold harmless Grantor and Grantor's shareholders, directors, officers, agents and employees and their respective affiliates, successors and assigns (collectively, the "Grantor Indemnified Persons") for, from and against, and will reimburse the Grantor Indemnified Persons for, any and all claims, demands, actions, suits, judgments, damages, liabilities, losses, costs, fines, penalties, and expenses of every nature and description, including reasonable attorney's fees incurred at any level of proceedings (collectively, "Losses"), which may be brought against, suffered or incurred by any Grantor Indemnified Person arising out of or in any way relating to Grantee's or its Permittee's activities under this Agreement, including, but not limited to, any Losses incurred by a Grantor Indemnified Person as a result of: (a) any death or injury to any person, (b) any destruction or damage to or contamination of Property, and (c) any breach of this Agreement by Grantee or any Permittee caused by Grantee, its Permittees or anyone directly or indirectly employed by Grantee, or for whom Grantee may be liable, or the presence (actual or reasonably suspected) of Hazardous Substances in, on or under the soil, groundwater, surface water or other environmental media or any structure or improvement on the Property or other lands caused by Grantee or its Permittees, if any investigatory, remedial, removal reporting or other response action is required.

b. In any and all claims against Grantor by any employee of Grantee, any contractor of Grantee, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, Grantee's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damage, compensation, or benefits payable by or for Grantee or any contractor under any industrial insurance act, workers' compensation act, disability benefit act, or other employee benefit act, and Grantee hereby expressly waives any immunity it may have under such acts to the extent necessary or permitted under the law to assure the validity and enforceability by Grantor of Grantee's aforesaid indemnification obligation. The indemnification obligations under this Agreement shall survive any expiration or earlier termination of this Agreement.

8. Insurance.

a. Generally. Grantee will at its own expense obtain, and will thereafter at its own expense continuously keep in full force and effect at all times that this Agreement remains in effect and for any greater periods specified below, the insurance coverage meeting the minimum amounts and requirements listed below (the "Required Insurance"), subject in each case to all requirements, limits and conditions relating to such Required Insurance as are more particularly set forth below. Grantee's procurement and maintenance of the Required Insurance shall be a condition precedent to Grantee's or any Permittee's right to commence or continue any activities on the Property under this Agreement. Grantor's failure at any time to ascertain that Grantee (or any of its Permittees) have not strictly complied with the requirements of this Agreement with respect to Required Insurance shall not constitute a waiver of Grantee's (or its Permittees') obligations set out herein with respect to Required Insurance or Grantor's rights thereafter to require strict compliance with such obligations. Grantee acknowledges that Grantee's (and its Permittees') procurement and maintenance of the Required Insurance is a material factor in Grantor's decision to enter into this Agreement and in allocating risks under the Agreement, and but for the procurement and maintenance of the Required Insurance, Grantor would not have entered into the Agreement for the same compensation or on the other risk allocation terms as are currently set forth in this Agreement.

b. Approved Insurers. All insurance required herein shall be written by companies with Best's Key Rating Guide of A- or better with a financial size rating of at least VIII, or as deemed acceptable by Grantor.

c. Commercial General Liability. Grantee shall carry primary Commercial General Liability insurance covering claims for bodily injury, property damage and personal injury arising out of this Agreement on a form providing coverage at least as broad as the current ISO Commercial General Liability Insurance policy (Occurrence Form, number CG 00 01) without any endorsements narrowing such coverage. This insurance shall provide, expressly or by separate endorsement or extension, coverage for all operations and, without limitation, include coverage for contractual liability, products/completed operations coverage, cross-liability (i.e. no cross-suit exclusions) independent subcontractors, products liability, completed operations coverage, and pollution arising out of heat, smoke or fumes from hostile fires, with limits not less than:

- \$1,000,000 each occurrence;
- \$1,000,000 each occurrence for personal injury and advertising injury;
- \$2,000,000 aggregate for products and completed operations;
- \$2,000,000 general aggregate limit, which shall apply separately to operations on the Property.

Additionally, the commercial general liability polic(ies) shall not exclude coverage for X, C or U (Explosion, Collapse, or Underground) hazards.

d. Workers' Compensation and Employer's Liability Insurance. Workers' Compensation insurance shall be provided as required by applicable law or regulation. Employer's Liability insurance shall be provided in amounts not less than:

- \$1,000,000 each accident for bodily injury by accident;
- \$1,000,000 policy limit for bodily injury by disease; and
- \$1,000,000 each employee for bodily injury by disease.

Grantee, on its own behalf and on behalf of its insurers and other providers of coverage, waives any and all right of recovery and right to subrogation in connection with matters to which such insurance applies.

e. Automobile Liability Insurance. Grantee shall carry automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. This coverage shall apply to both on and off site work and include loading and unloading of vehicles and shall name Grantor as an additional

insured. The limits of liability shall be no less than \$1,000,000 combined single limit each accident for bodily injury and property damage. Automobile Liability Insurance shall be provided pursuant to a coverage form at least as broad as ISO form CA 0001. If Grantee is subject to the Motor Carrier Act of 1980, the Motor Carrier Act endorsement MCS-90 must be obtained and attached to the policy.

f. Umbrella Liability. Grantee shall carry one or more umbrella or excess policies over the foregoing liability insurance policies with a total combined limit of not less than \$25,000,000 per occurrence and in the aggregate.

g. Required Endorsements. Except as provided below, the policies required under this Section shall be endorsed, in a form and manner acceptable to Grantor, providing as follows:

i. *Additional Insureds:* Except with regard to Workers' Compensation and Employer's Liability insurance, Collins Products LLC and the Grantor Indemnified Persons, shall be named as additional insureds, with respect to liability arising out of the activities of the Grantee or its Permittees. Such additional insured endorsement for Commercial General Liability coverage shall provide for additional insured status on both an on-going and completed operations basis and shall not require that the work performed be for the benefit of Grantor. The additional insured requirement for Commercial General Liability coverage is for the duration of this Agreement.

ii. *Waiver of Subrogation.* Grantee hereby waives, for itself and on behalf of its respective insurers, any subrogation claim against Grantor and any Grantor Indemnified Person by its insurers under the policies specified above, for damages arising from any peril insured against under such policies. If required to perfect such waiver on behalf of its insurers, Grantee will use commercially reasonable efforts to cause Grantee's insurance carriers to execute such further written instruments as necessary to waive their rights of subrogation against the Grantor Indemnified Persons, their affiliated companies and their respective boards of directors, managers, employees, representatives, consultants, and agents.

iii. *Coverage by Occurrence.* All liability coverages must be on an "occurrence" basis as opposed to "claims made".

h. Other Requirements.

i. *Deductibles and Notices.* Grantee shall be responsible for any deductible or self-insured retention amount. The Grantee agrees to provide at least thirty (30) days' prior written notice to Grantor of any cancellation of insurance, reduction in coverage or reduction in limits available to Grantor.

ii. *Evidence of Coverage.* Prior to the commencement of activities on the Property, Grantee shall furnish Grantor a certificate(s) of insurance, dated and signed by a stated, authorized agent for the insuring company or companies, in a form acceptable to Grantor and containing a representation that coverage of the types listed above is provided with the required limits. Any acceptance of insurance certificates by Grantor shall in no way limit or relieve Grantee of its duties and responsibility under this Agreement including the duty to indemnify, defend and hold harmless the Grantor Indemnified Persons under other provisions hereof. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Grantee for liability in excess of such coverage nor shall it preclude Grantor from taking such other actions as is available to it under any other provision of this Agreement or law. Should any insurance policy lapse or be canceled during the term of this Agreement, Grantee shall, prior to the effective expiration or cancellation date, furnish Grantor with evidence of renewal or replacement of the policy. Failure to continuously satisfy insurance requirements as herein provided is a material breach of contract. In the event the Grantee fails to maintain any insurance coverage required, Grantor may, but is not required to, maintain such coverage and charge the expenses to Grantee.

iii. *Primary Insurance.* All limits and coverages required of the Grantee in this Agreement shall be primary and non-contributory with any insurance or self-insurance program carried by Grantor and the additional insureds.

iv. *Cooperation.* Grantee shall fully cooperate, participate, and comply with all reasonable requirements of the insurers and insurance brokers issuing or arranging for issuance of the required policies, in all areas of safety, insurance program administration, claim reporting and investigating, and audit procedures.

v. *No Limitation of Grantee' Liability.* All insurance shall be in a form sufficient to protect Grantee against the claims of third persons, and to cover claims by Grantor against Grantee or other parties for which Grantee has assumed liability under this Agreement. Nothing in this Agreement shall be construed as limiting, in any way, the extent to which the Grantee may be held responsible for payment of damages resulting from their operations. Grantee's obligations to procure insurance are separate and independent of, and shall not limit Grantee's contractual indemnity and defense obligations. Grantor does not represent that coverages and limits required in this Agreement will necessarily be adequate.

vi. *Requirements for Subcontractors/Agents:* Grantee shall require that its Permittees who will be physically present on the Property maintain insurance in like form and limits, including additional insured and waiver of subrogation requirements, as are required of the Grantee in this Agreement, except that the coverage amounts may be reduced, at Grantee's option, from the amounts stated in Section 8 to amounts not less than \$1 million. Grantee will provide Grantor with certificates of insurance and endorsements evidencing the additional insured and waiver of subrogation provisions have been complied with prior to any entering onto the property.

9. **Assumption of Risk.** Grantee assumes all of the known and unknown risks attendant or incidental to its activities (and the activities of its Permittees) on the Property, including, but not limited to, the risk of serious bodily injury or death to the personnel of Grantee or its Permittees and the risks of damage to or destruction of property owned by any person. Grantee represents and warrants to Grantor that it is knowledgeable and experienced in regard to the activities contemplated under this Agreement, and with the general geographic area in which its activities under this Agreement are to be performed, and that they are entering into this Agreement based upon its own assessment, knowledge and experience of site conditions (including weather, slopes and geographic features), access features, labor and equipment supply considerations, and related items. Grantor makes no representations or warranties whatsoever to Grantee or its Permittees as to the present or future condition of the Property, the adjacent properties, any roads or the condition of traffic thereon or the fitness or suitability of the Property for Grantee's intended purposes.

10. **Ownership of Pipeline Improvements.** The Pipeline Facilities shall at all times during the term of this Agreement remain the sole property of Grantee, shall not be considered "fixtures" of the Property (unless they are abandoned to Grantor as provided in, and to the extent permitted by, the Permanent Easement), and may at any time, and from time to time, during the term of this Agreement be removed or replaced, in whole or in part, by Grantee in compliance with the terms of this Agreement.

11. **Cooperation.** The parties will use good faith efforts to cooperate with each other in all matters relating to the activities contemplated by this Agreement. Such good faith cooperation will include using commercially reasonable efforts to obtain all consents, licenses, sublicenses or approvals necessary to permit each party to perform its obligations under this Agreement; provided, that Grantor shall be fully reimbursed for any expenses incurred by it on behalf of Grantee in such cooperation. Without limiting the generality of the foregoing, Grantee will respond promptly to any Grantor request to provide information with respect to the status of construction, regulatory approvals, changes in Project schedule and other matters affecting the Pipeline which could reasonably be expected to affect Grantor's operations on the Property. If this Agreement is terminated in whole or in part, the parties will cooperate

with each other in all reasonable respects in order to effect an efficient transition and to minimize the disruption to the business of both parties.

12. **Fees and Expenses.** Grantee agrees to compensate Grantor for its administrative expenses and legal costs incurred in connection with review of the proposed construction of the Pipeline under this Agreement (including legal costs incurred in preparing, negotiating, executing, and enforcing this Agreement and the other project agreements) through payment of additional consideration as agreed between the parties upon signing of this Agreement.

13. **Notices.** Any notice or other communication (other than ordinary course communications between the parties) required or permitted under this Agreement shall be in writing (which may take the form of an electronic communication) and shall be sent by registered or certified U.S. mail, return receipt requested, electronic mail or by hand delivery or delivery by a reputable overnight courier to the addresses set forth in the preamble to this Agreement. Unless otherwise provided in this Agreement, all notices and communications shall be deemed to have been duly given or made (i) when delivered by hand or overnight courier, (ii) three business days after being deposited in the mail, postage prepaid, as registered or certified mail, return receipt requested, or (iii) when electronically transmitted, receipt acknowledged. The mailing addresses or email addresses to which notices or other communication shall be directed may be changed from time to time by any party by giving written notice to the other of the substituted address or email address.

14. **Term and Termination.**

a. **Termination.** The term of this Agreement will begin on the Effective Date and expires on the earlier of (i) three (3) years after issuance of the Certificate of Public Convenience and Necessity by the Federal Energy Regulatory Commission ("FERC") for the Pipeline, provided that Grantor signs a release that Grantee has fully satisfied its obligation to Grantor under this Agreement; or (ii) January 31, 2029 (the "Expiration Date"), unless sooner terminated as provided herein. This Agreement may be terminated prior to the Expiration Date only under the circumstances described below:

i. This Agreement may be terminated at any time by mutual written agreement of all parties.

ii. Either Grantor or Grantee may terminate this Agreement immediately by written notice to the other party, if FERC does not approve the Pipeline or issue a Certificate of Public Convenience and Necessity for the Pipeline, or following any such approval or certificate issuance, Grantee thereafter fails to accept such certificate, fails to receive a final FERC authorization order and Notice to Proceed with construction; or Grantee abandons the Pipeline at any time prior to its fit for operations date.

iii. Upon termination, Grantee shall provide Grantor with an executed and acknowledged quitclaim and release of all rights and privileges granted under this Agreement, in a form that may be recorded in the real property records of the county where the real property is located.

b. **Effect of Termination.**

i. Except as provided in this Agreement, in the event of any termination of this Agreement, neither party will have any further rights or obligations under this Agreement except for: (i) those rights or obligations which have accrued prior to such termination or which inure to a party as a result of such termination, and (ii) those provisions of this Agreement that specifically survive expiration or termination of this Agreement including all indemnification, property restoration and payment obligations set forth in this Agreement. Termination of this Agreement will not in any way relieve a breaching party for its obligations to a non-breaching party for breach of contract. The termination rights provided in this section are cumulative with and are in addition to any other rights of the terminating party to pursue all legal remedies available to it at law or in equity, which other rights and remedies will survive such termination unimpaired.

ii. The parties acknowledge and agree that in the event of any termination of this Agreement, Grantee shall not be entitled to seek reimbursement of any payments or reimbursements made to Grantor under this Agreement.

iii. All removal and restoration obligations of the Grantee arising upon any termination of this Agreement shall be completed by a date that is not more than ninety (90) days following the effective date of any termination of this Agreement, subject to weather and soil conditions, or by such later date for removal as is mutually agreed upon in writing by parties. For the avoidance of doubt, all obligations set forth in this Agreement with respect to indemnification, insurance, property protection, and property and timber damage shall survive termination and continue to apply with full force and effect to Grantee's removal and restoration activities following such termination.

15. Miscellaneous.

a. Amendments. The terms, conditions and provisions of this Agreement may be modified, changed, terminated, waived, amended or supplemented only in a writing signed by each party hereto.

b. Waiver. Any failure of any party to exercise any power given to such party under this Agreement or to insist upon strict compliance with any obligation specified in this Agreement, and any customs, practices or course of dealings between the parties at variance with the terms of this Agreement, do not constitute a waiver of either party's right to demand exact compliance with the terms of this Agreement.

c. Assignment. This Agreement is for the benefit of and is binding upon the parties hereto and their respective successors and assigns and shall be a covenant that runs with and burdens the Property and successor owners of the Property (or affected portions thereof). Either party may record this Agreement in the real property records of Klamath County, Oregon. Grantee may assign the rights granted under this Agreement in whole or in part, subject to the terms of this Agreement and any applicable FERC oversight. In the event of any assignment of this Agreement by Grantee or its successors, the assignor shall remain fully responsible for all obligations, responsibilities, and liabilities of the Grantee and shall not be released from any obligations under this Agreement until the assignor provides written notice to Grantor with written evidence that the assignee has assumed all rights and obligations of assignor under this Agreement, the effective date of the assignment, and assignee's certificates of insurance given in compliance with the Grantee insurance coverage requirements of this Agreement.

d. Third Party Beneficiaries. Except for the Grantor Indemnified Parties, who are each third-party beneficiaries of the covenants and agreements set forth in this Agreement regarding indemnification and limitations of responsibility, this Agreement is for the sole benefit of the parties hereto (and their respective successors and assigns) and nothing herein, express or implied, is intended to or shall confer upon any other person, including any creditor of either party, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

e. Provisions Severable. The provisions of this Agreement are independent of and severable from each other. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will continue in full force and effect to the maximum extent permitted by law.

f. Headings. The titles of sections and subsections contained in this Agreement are for the reader's convenience only, and they neither form a part of this Agreement nor are they to be used in the construction or interpretation of this Agreement upon any dispute.

g. Interpretation.

i. Unless the context otherwise requires, references in this Agreement to any agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and references to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

ii. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

iii. All obligations, duties, liabilities, and responsibilities of Grantee whatsoever arising pursuant to the provisions of this Agreement or otherwise in law or in equity, shall apply with equal force to its Permittees where the context permits. Specific use of the terms "contractor," "subcontractor," "agent," "Permittee" and the like in certain sections of this Agreement, and omissions of such terms in other sections, shall not be deemed to nullify or restrict the force and effect of this Agreement on such person only to such sections of this Agreement where such terms are specifically used. Use of the term "Permittee" in any section giving rise to duties or obligations of Grantee shall be deemed to include the subcontractors, agents, contractors, employees, and licensees of Grantee where the context permits.

h. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of Oregon without giving effect to any choice or conflict of law provision or rule.

i. Attorneys' Fees and Costs. In the event suit or action is instituted to enforce or interpret any of the terms of this Agreement (including any exhibits or attachments), or to enforce any right arising out of or in any way connected with this Agreement, the prevailing party will be entitled to recover from the other party such sums as the court may adjudge reasonable as attorney fees and costs whether incurred in investigation, at trial, on appeal or any petition for review, or in connection with any proceeding in bankruptcy at any level, in addition to all other sums provided by law, including reasonable and necessary expert witness fees.

j. Entire Agreement. This Agreement, which incorporates and includes any exhibits and attachments, contains the entire agreement of the parties with respect to the initial construction of the Pipeline on the Property, and there are no representations, warranties, inducements or other provisions between the parties regarding such activities other than those which are expressed in this Agreement, and the Permanent Easement. Nothing contained in this Agreement shall be deemed to supersede the Permanent Easement.

k. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which will together constitute the same Agreement.

WITNESS THE EXECUTION THIS 4th day of February, 2019.

GRANTOR(S):


Collins Products LLC

By: 
Eric L. Schooler, President

GRANTEE:

Pacific Connector Gas Pipeline L.P.

By: Pacific Connector Gas Pipeline, LLC,
a Delaware limited liability company, its General Partner

By: 
Name: Tony Diace
Title: Authorized Signatory

ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF Clackamas) ss.

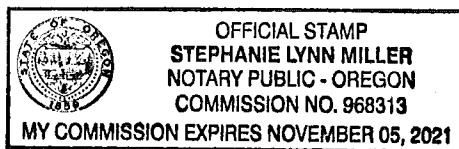
On this 5 day of February, 2019, personally appeared before me Eric L. Schooler, the President of Collins Products LLC, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature: Stephanie Miller
Name (Print): Stephanie Miller

NOTARY PUBLIC in and for the State of Oregon, residing at:
26670 S Hwy 170, Canby, OR 97013

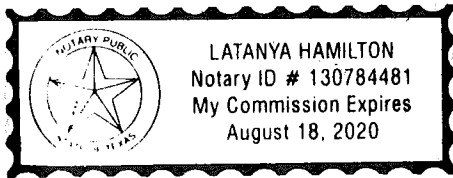
My appointment expires: 11/5/2021



)
) ss.
)

COUNTY OF Harris

Before me:



Notary Public in and for the State of Texas
My Commission Expires: August 18, 2020

EXHIBIT "A-1"

DESCRIPTION OF PROPERTY

(R580570; R583826)

That portion of parcel 1 of "Land Partition 31-97", filed with the office of the Klamath County Surveyor, lying in Sections 13, and 24, T39S, R8EWM and also situated in S18, T39S, R9EWM, Klamath County, Oregon.

SAVING AND EXCEPTING THEREFROM:

THAT CERTAIN PARCEL OF LAND LYING IN THE NE¼ SE¼, SECTION 13, TOWNSHIP 39 SOUTH, RANGE 8 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, SHOWN AS 0.84 ACRES, MORE OR LESS, KNOWN AS APN: R816068 AND MAP TAX LOT R-3908-013DA-05900-00, IN THE KLAMATH COUNTY TAX ASSESSOR OFFICE.

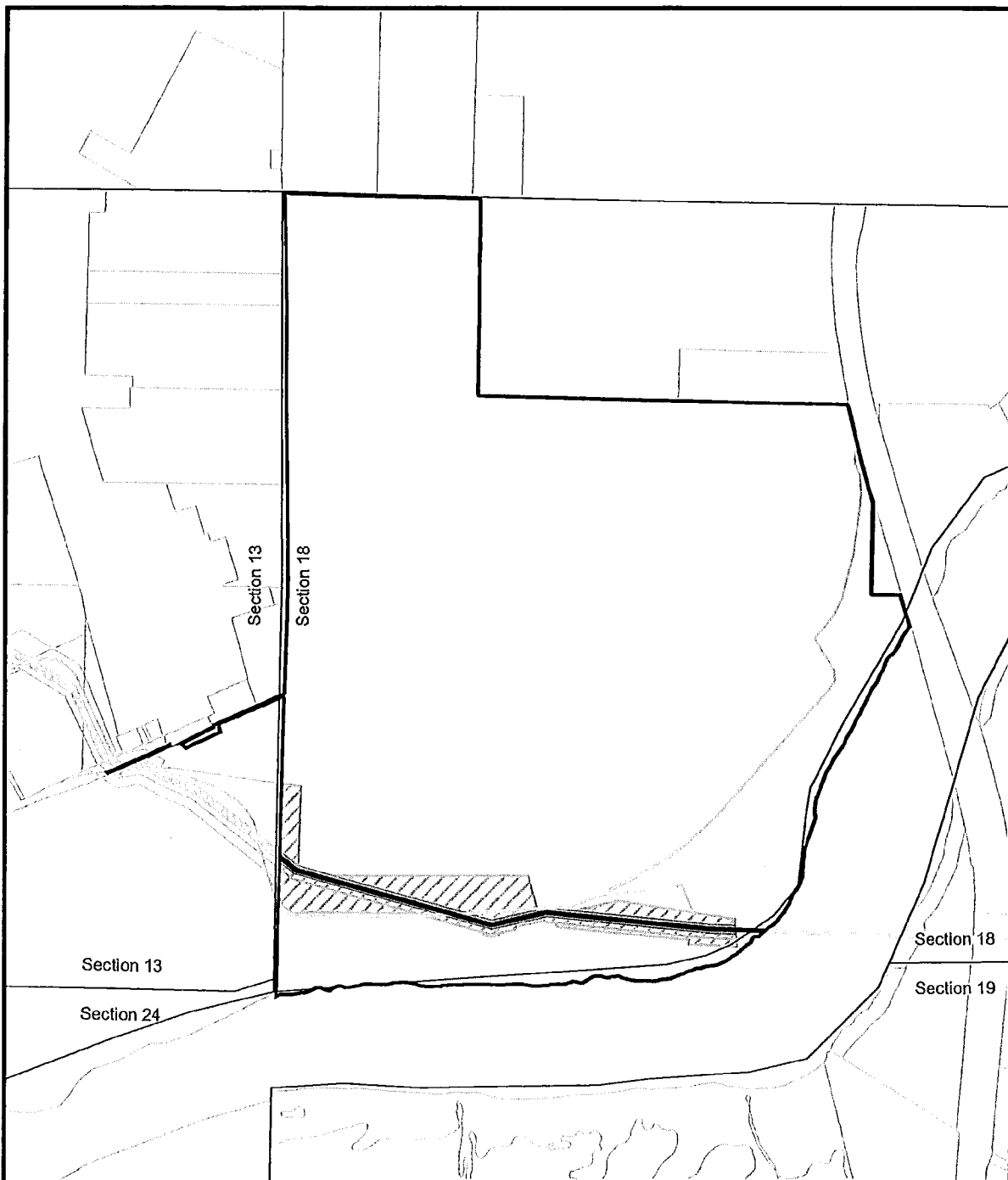
(R580561)

A strip of land 100 feet in width parallel to and adjacent to the said low water mark on the left bank of said Klamath River being a portion of Government Lots 10 and 11 of Section 18 in Township 39 South, Range 09 East of the Willamette Meridian, Klamath County, Oregon.

SAVING AND EXCEPTING therefrom that portion as contained in Deed to the State of Oregon by and through its Department of Transportation Highway Division, recorded April 23, 1992 in Volume M92, page 8702, Microfilm Records of Klamath County, Oregon.

EXHIBIT "A-2"

MAPS OF CONSTRUCTION WORKSPACE



0 395 790 1,580
SCALE IN FEET

- Proposed Pipeline
- ▬ Property Line
- Access Road
- PAR / TAR
- ▨ Temp. Extra Work Area
- ▩ Uncleared Storage Area
- Permanent Easement

Permanent Right-of-Way	= 165,625.925 ft ²	3.802 ac.
Temporary Extra Work Area	= 608,411.034 ft ²	13.967 ac.
Uncleared Storage Area	= 0.000 ft ²	0.000 ac.



REV
7

REVISED DATE:
1/30/2019

EXHIBIT "A-2"

PACIFIC CONNECTOR GAS PIPELINE, LP

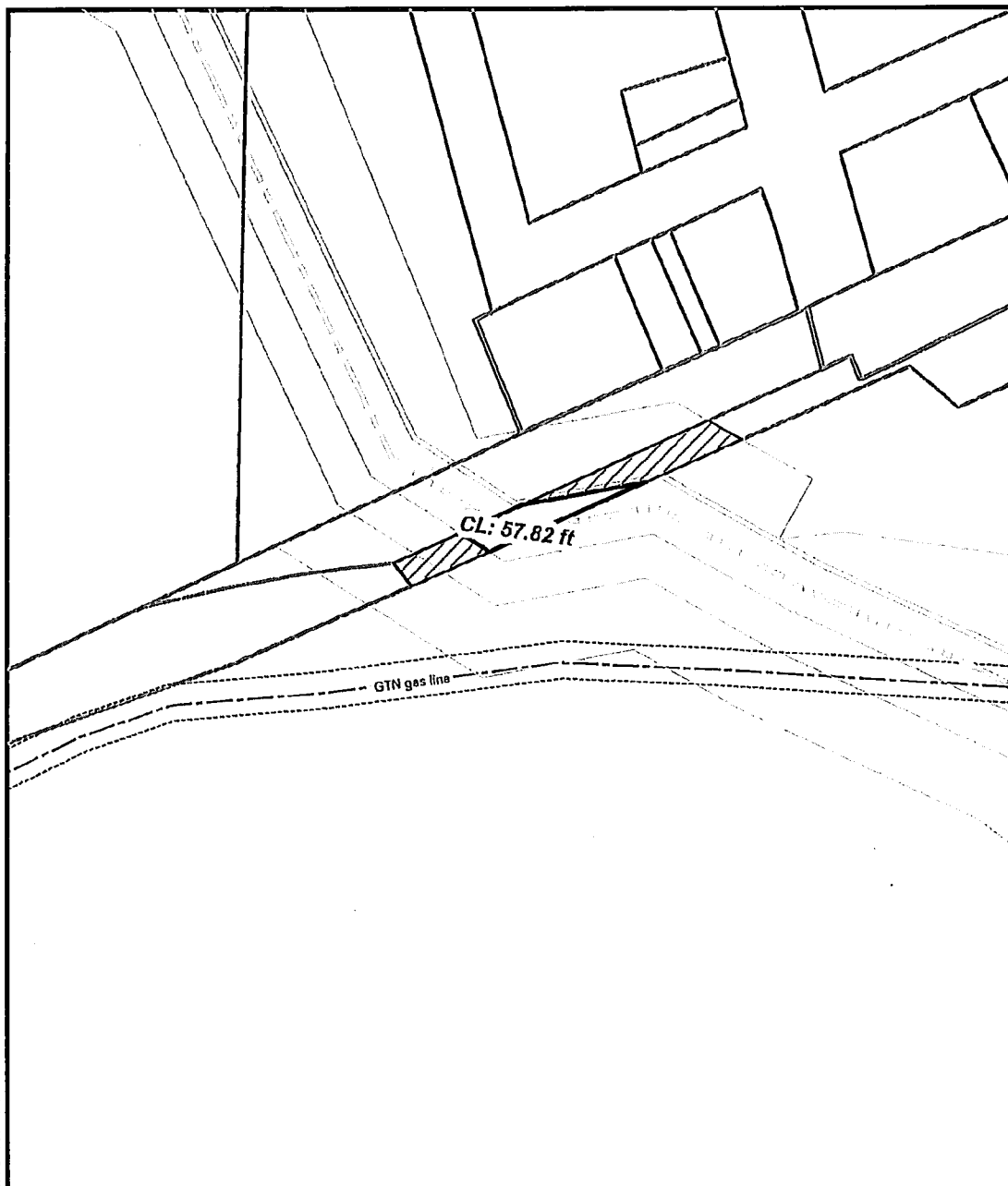
PROPERTY EXHIBIT
COLLINS PRODUCTS LLC
APN: R580570

M.P. 198.40 TO M.P. 199.29
T-39 S, R-9 E S-13, 18
KLAMATH COUNTY, OREGON

DWG 3430.33-X-KH-656.000

TRACT: KH-656.000





Source: C:\Users\jennas\Documents\KH-656-000 - PCGP\Approved R/W\EntireView\KH-656-000 - DDP\Index - 439

Length of Pipeline this Tract: 3480.06 ft

Legend

- Proposed Pipeline
- Permanent Easement = 165,625,925 ft² | 3.802 ac.
- Temporary Extra Work Area = 608,411,034 ft² | 13.967 ac.
- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line



REV
6

REVISED DATE:
1/22/2019

EXHIBIT "A-2"
PACIFIC CONNECTOR GAS PIPELINE, LP



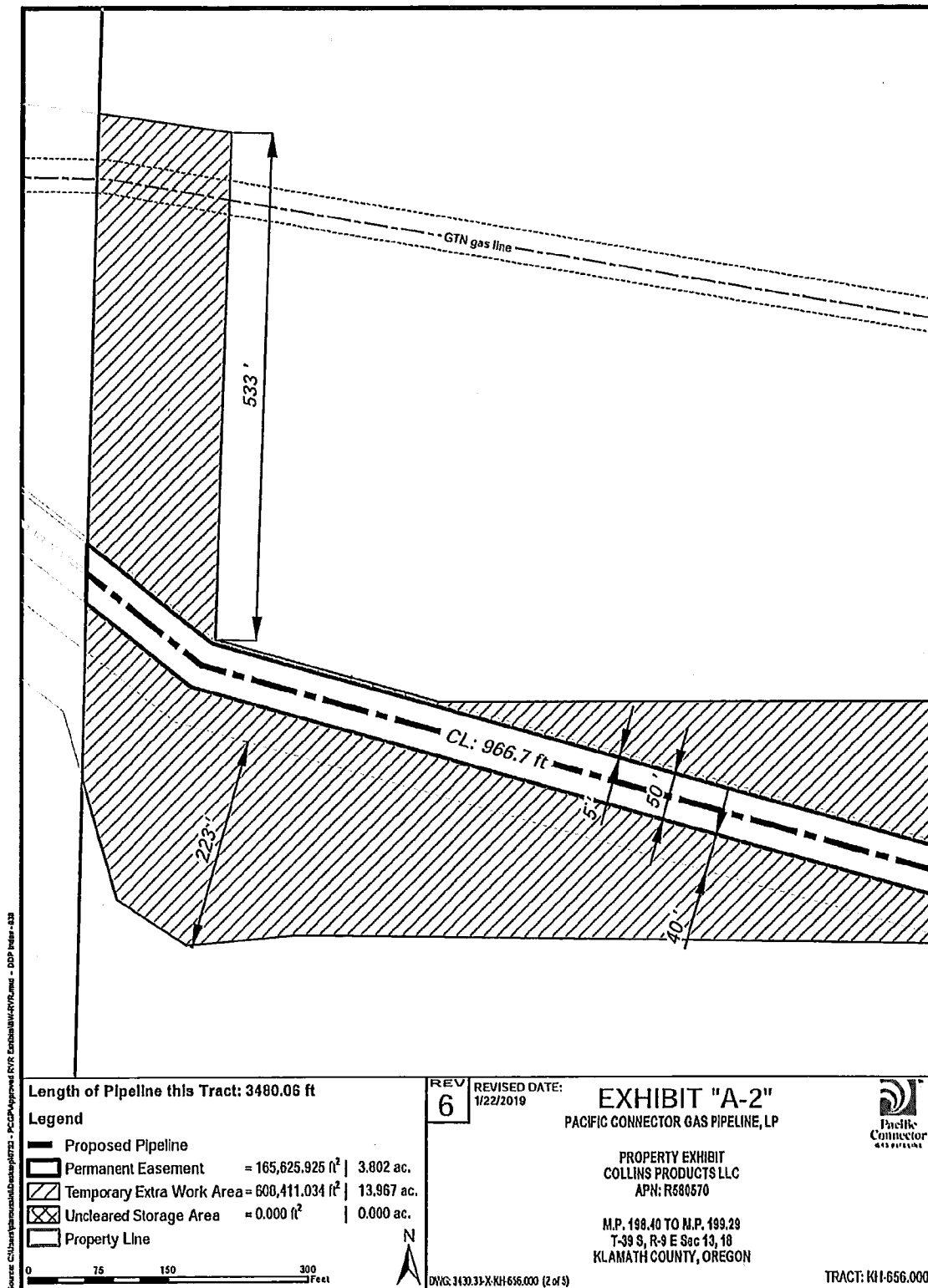
PROPERTY EXHIBIT
COLLINS PRODUCTS LLC
APN: R880570

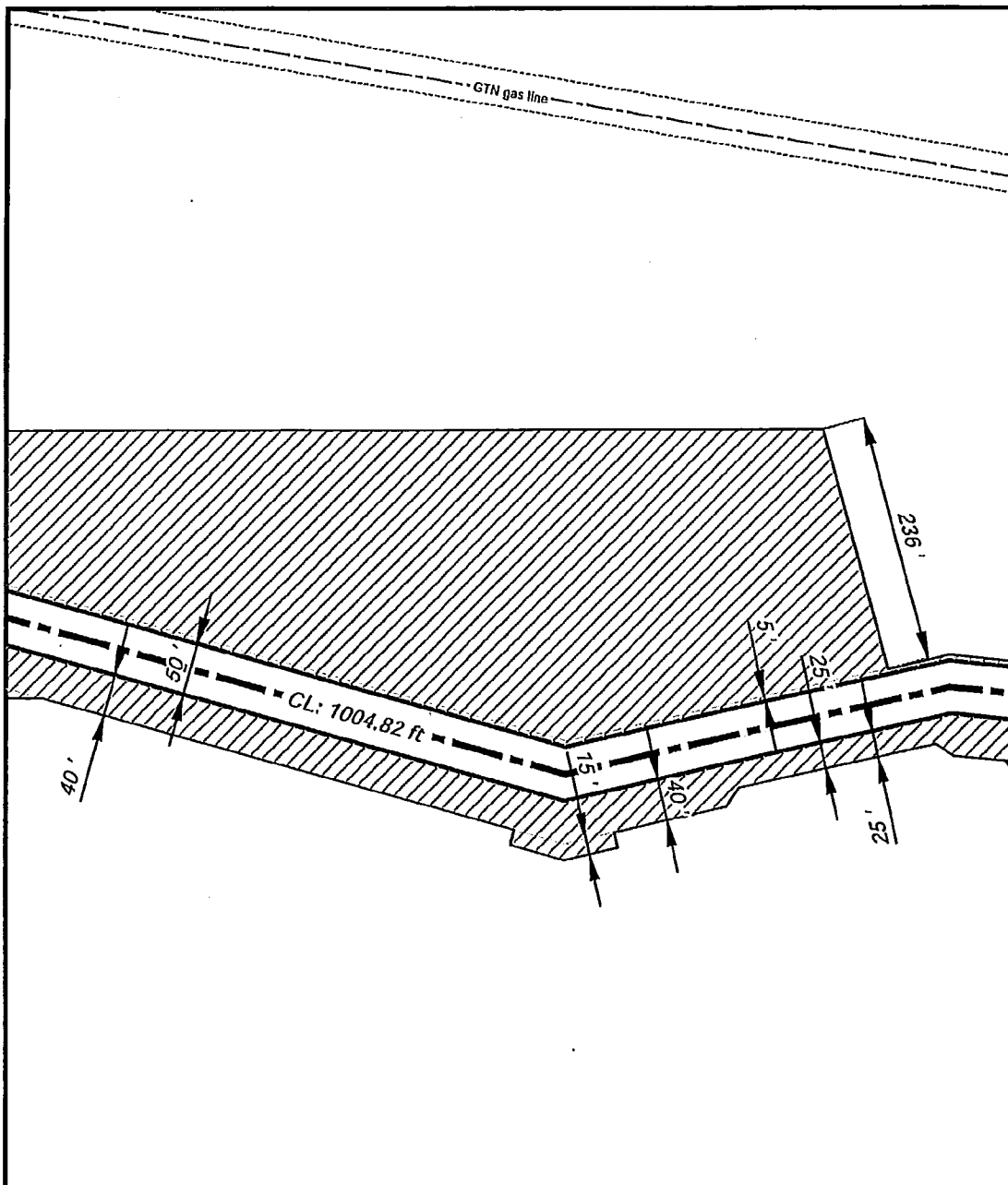
M.P. 199.40 TO M.P. 199.29
T-39 S, R-9 E Sec 13, 18
KLAMATH COUNTY, OREGON

DWG: 3490.33-X-KH-656.000 (1 of 5)

TRACT: KH-656.000

Disclaimer: The pipeline alignment shown is based on a line survey conducted by the project. If permission to survey the property was granted by the landowner. The property boundary information was obtained from County tax maps. Because this exhibit is not based on a property survey the actual right-of-way and workspace areas may vary slightly from what is shown.





Length of Pipeline this Tract: 3480.06 ft

Legend

	Proposed Pipeline		
	Permanent Easement	= 165,625.925 ft ²	3.802 ac.
	Temporary Extra Work Area	= 608,411.034 ft ²	13.967 ac.
	Uncleared Storage Area	= 0.000 ft ²	0.000 ac.
	Property Line		

0 75 150 300 Feet



REV
6

REVISED DATE:
1/22/2019

EXHIBIT "A-2"
PACIFIC CONNECTOR GAS PIPELINE, LP



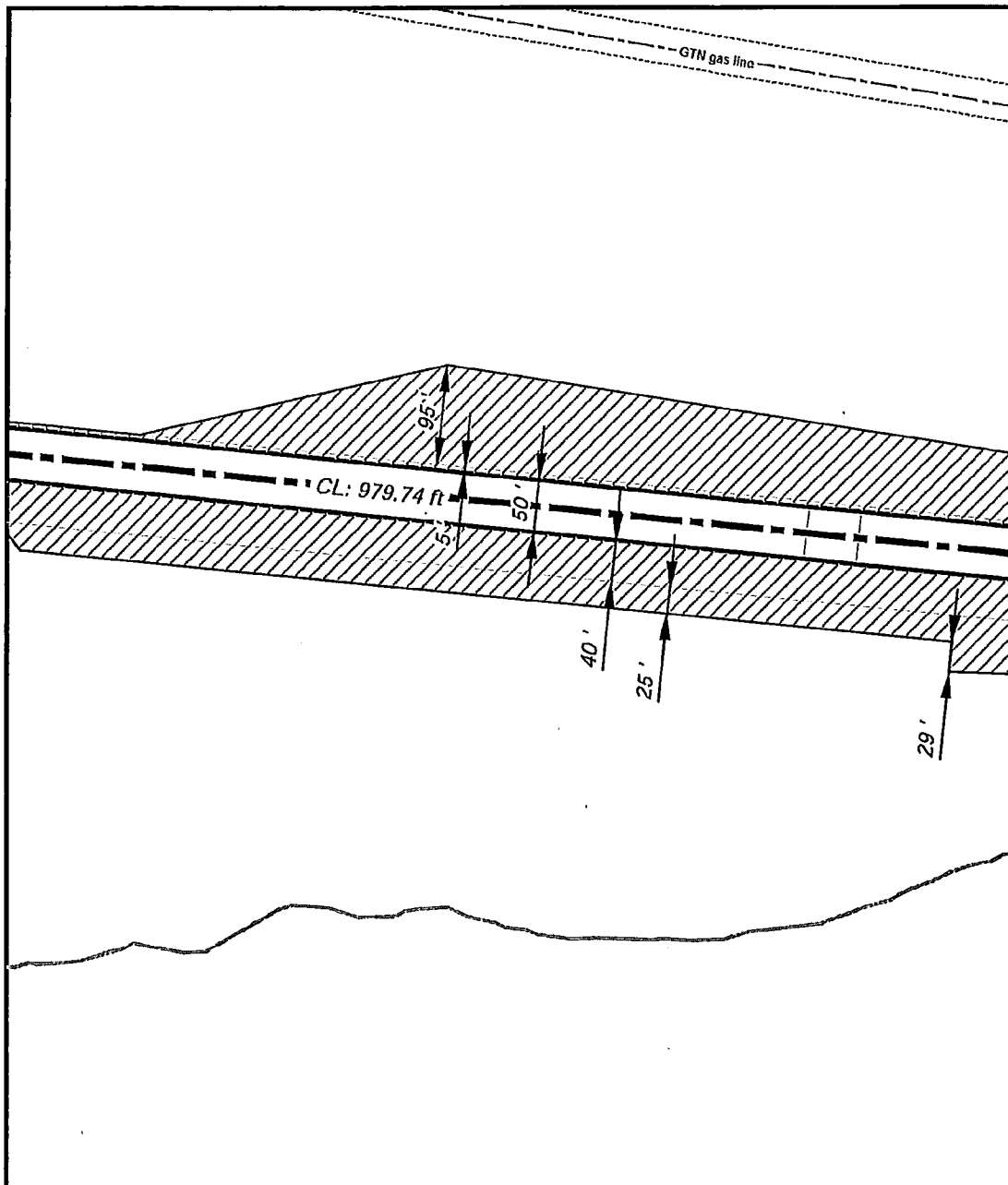
PROPERTY EXHIBIT
COLLINS PRODUCTS LLC
APN: R680670

M.P. 198.40 TO M.P. 199.29
T-39 S, R-9 E Sec 13, 18
KLAMATH COUNTY, OREGON

DWG: 3130.33-X-KH-656.000 (3 of 5)

TRACT: KH-656.000

Disclaimer: The pipeline alignment shown is based on a line survey conducted by the project. If permission to survey the property was granted by the landowner. The property boundary information was obtained from County tax maps. Because this exhibit is not based on a property survey the actual right-of-way and workspace areas may vary slightly from what is shown.



Length of Pipeline this Tract: 3480.06 ft

Legend

- Proposed Pipeline
- ▭ Permanent Easement = 165,625.925 ft² | 3.802 ac.
- ▨ Temporary Extra Work Area = 608,411.034 ft² | 13.967 ac.
- ▩ Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- ▭ Property Line

0 75 150 300 Feet

REV 6 REVISED DATE: 1/22/2019

EXHIBIT "A-2"
PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT
COLLINS PRODUCTS LLC
APN: R680570

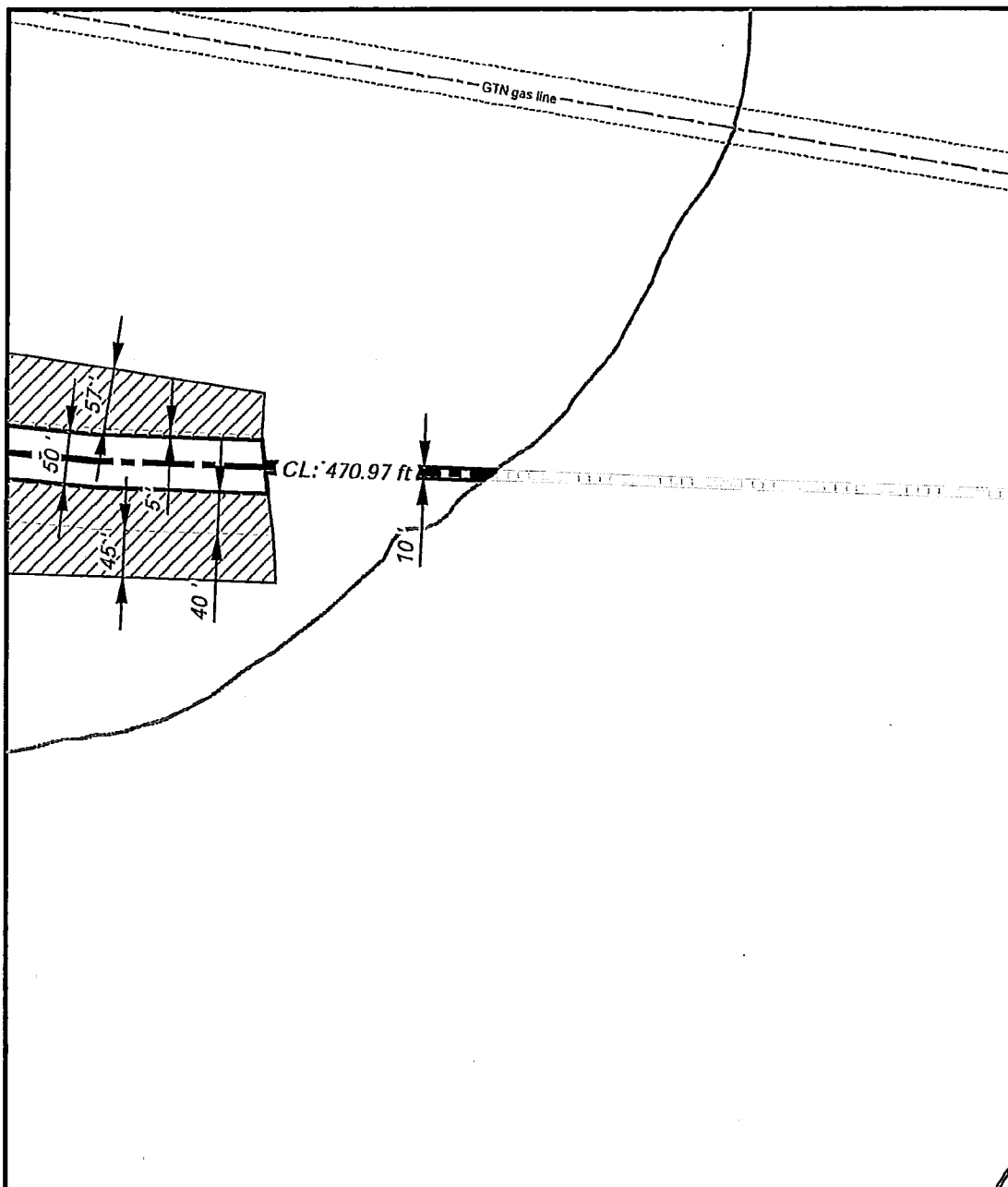
M.P. 198.40 TO M.P. 199.29
T-39 S, R-9 E Sec 13, 18
KLAMATH COUNTY, OREGON

DWG: 3490.33-X-KH-656.000 (1 of 5)

TRACT: KH-656.000

Source: Collins Products LLC - Pacific Connector Gas Pipeline - CDP Index - 440

Disclaimer: The pipeline alignment shown is based on a line survey conducted by the project. If permission to survey the property was granted by the landowner. The property boundary information was obtained from County tax maps. Because this exhibit is not based on a property survey the actual right-of-way and workspace areas may vary slightly from what is shown.



Length of Pipeline this Tract: 3480.06 ft

Legend

- Proposed Pipeline
- Permanent Easement = 165,625.925 ft² | 3.802 ac.
- Temporary Extra Work Area = 608,411.034 ft² | 13.967 ac.
- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line

0 75 150 300 Feet



REV
6

REVISED DATE:
1/22/2019

EXHIBIT "A-2"
PACIFIC CONNECTOR GAS PIPELINE, LP



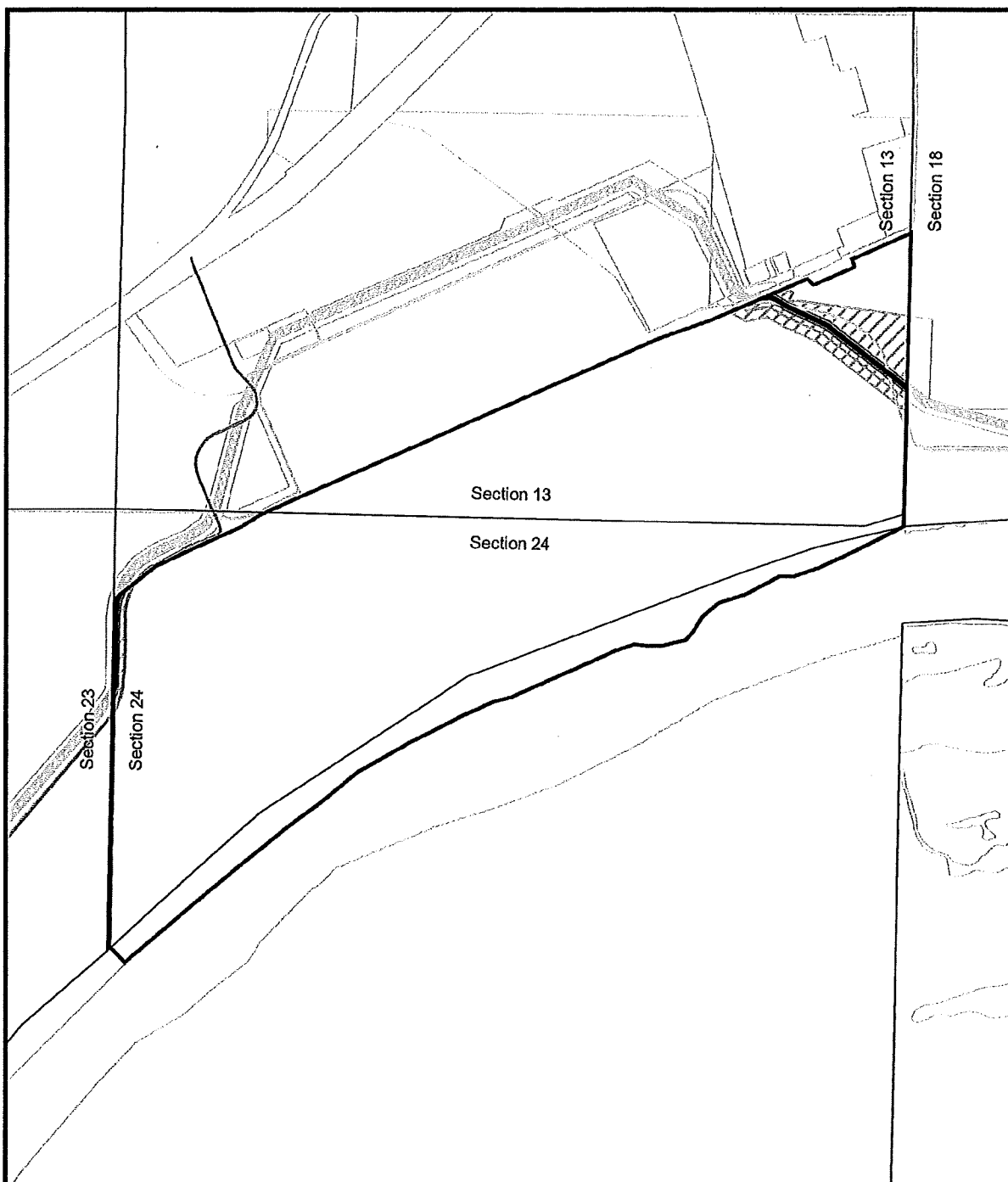
PROPERTY EXHIBIT
COLLINS PRODUCTS LLC
APN: R680570

M.P. 198.40 TO M.P. 199.29
T-39 S, R-4 E Sec 13, 18
KLAMATH COUNTY, OREGON

DWG: 3130.33-XJ01456.000 (5 of 5)

TRACT: KH-656.000

Disclaimer: The pipeline alignment shown is based on a line survey conducted by the project. If permission to survey the property was granted by the landowner. The property boundary information was obtained from County tax maps. Because this exhibit is not based on a property survey the actual right-of-way and workspace areas may vary slightly from what is shown.



0 390 780 1,560
SCALE IN FEET

- Proposed Pipeline
- ▬ Property Line
- Access Road
- PAR / TAR
- ▨ Temp. Extra Work Area
- ▩ Uncleared Storage Area
- Permanent Easement

Permanent Right-of-Way = 90,381.019 ft² | 2.075 ac.
 Temporary Extra Work Area = 189,597.500 ft² | 4.353 ac.
 Uncleared Storage Area = 0.000 ft² | 0.000 ac.



REV 11

REVISED DATE:
1/30/2019

EXHIBIT "A-2"

PACIFIC CONNECTOR GAS PIPELINE, LP

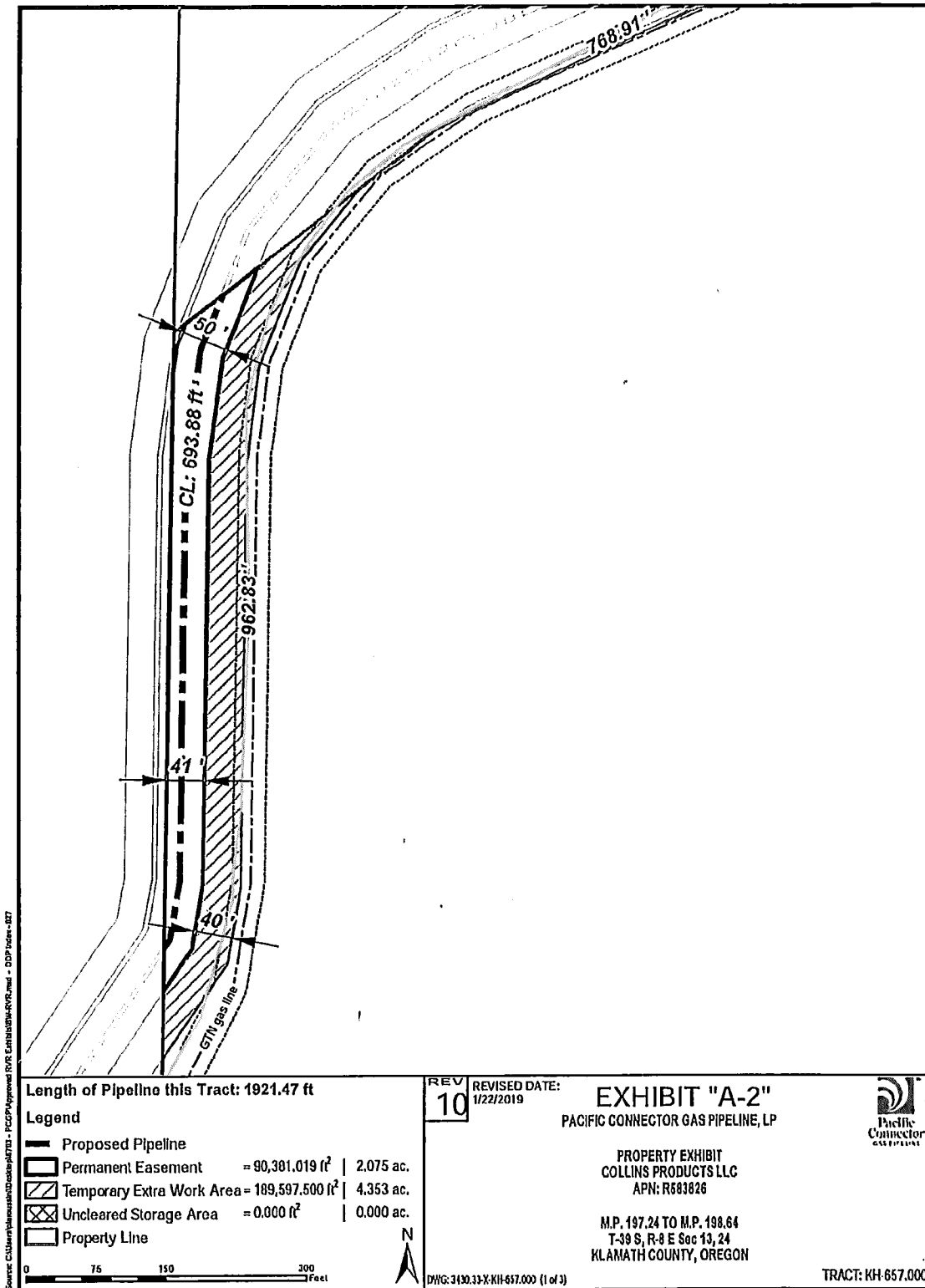
PROPERTY EXHIBIT
COLLINS PRODUCTS LLC
APN: R583826

M.P. 197.24 TO M.P. 198.64
T-39 S, R-8 E S-13, 24
KLAMATH COUNTY, OREGON

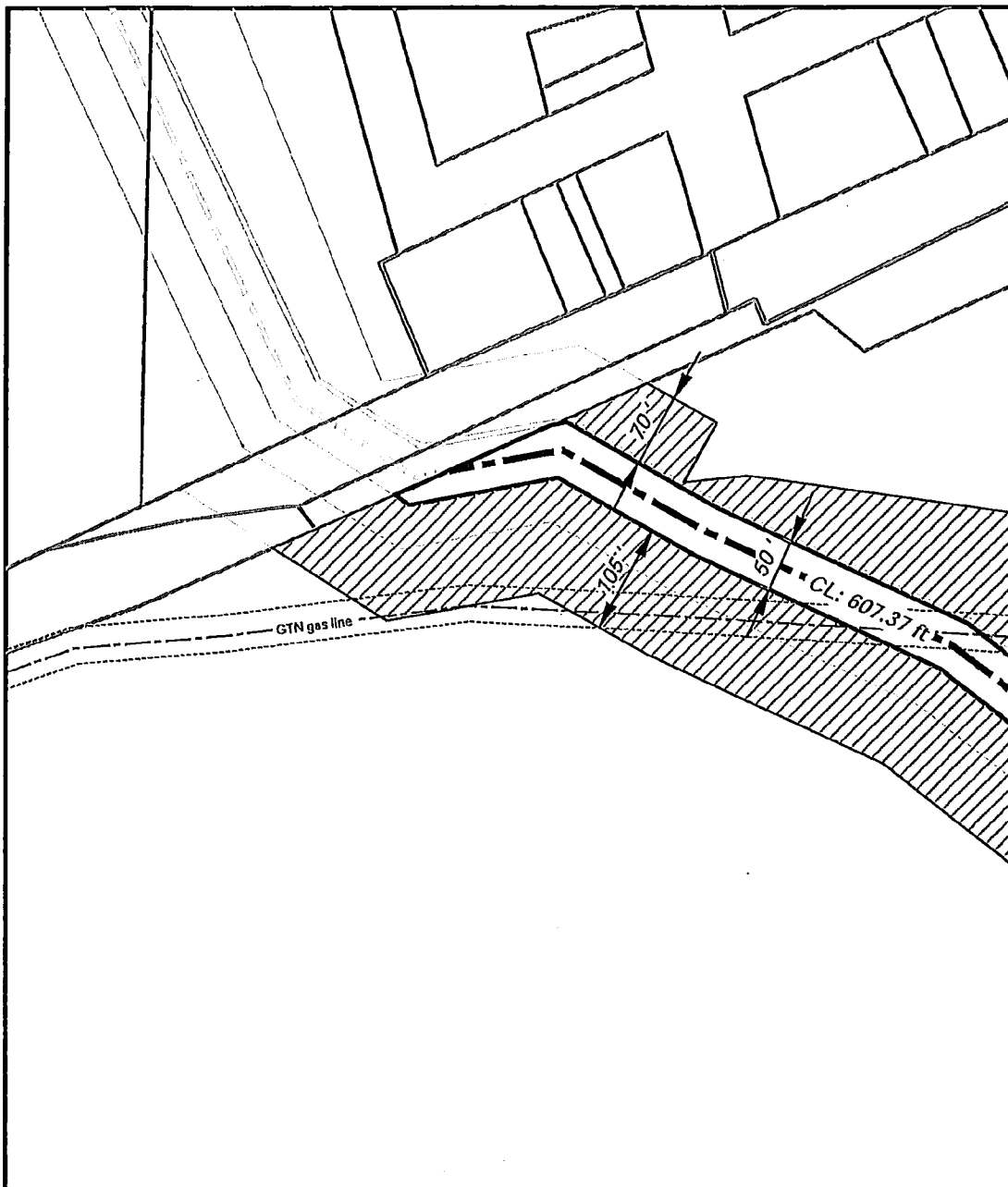
DWG: 3430.33-X-KH-657.000

TRACT: KH-657.000





Disclaimer: The pipeline alignment shown is based on a line survey conducted by the project if permission to survey the property was granted by the landowner. The property boundary information was obtained from County tax maps. Because this exhibit is not based on a property survey the actual right-of-way and workspace areas may vary slightly from what is shown.



Source: Collins Products LLC/Drainage/PTA - PCD Approved RVR Easement/PTA/Plan - CDP Index - 628

Length of Pipeline this Tract: 1921.47 ft

Legend

- Proposed Pipeline
- Permanent Easement = 90,381.019 ft² | 2.075 ac.
- Temporary Extra Work Area = 189,597.500 ft² | 4.353 ac.
- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line



REV
10

REVISED DATE:
1/22/2019

EXHIBIT "A-2"
PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT
COLLINS PRODUCTS LLC
APN: R583826

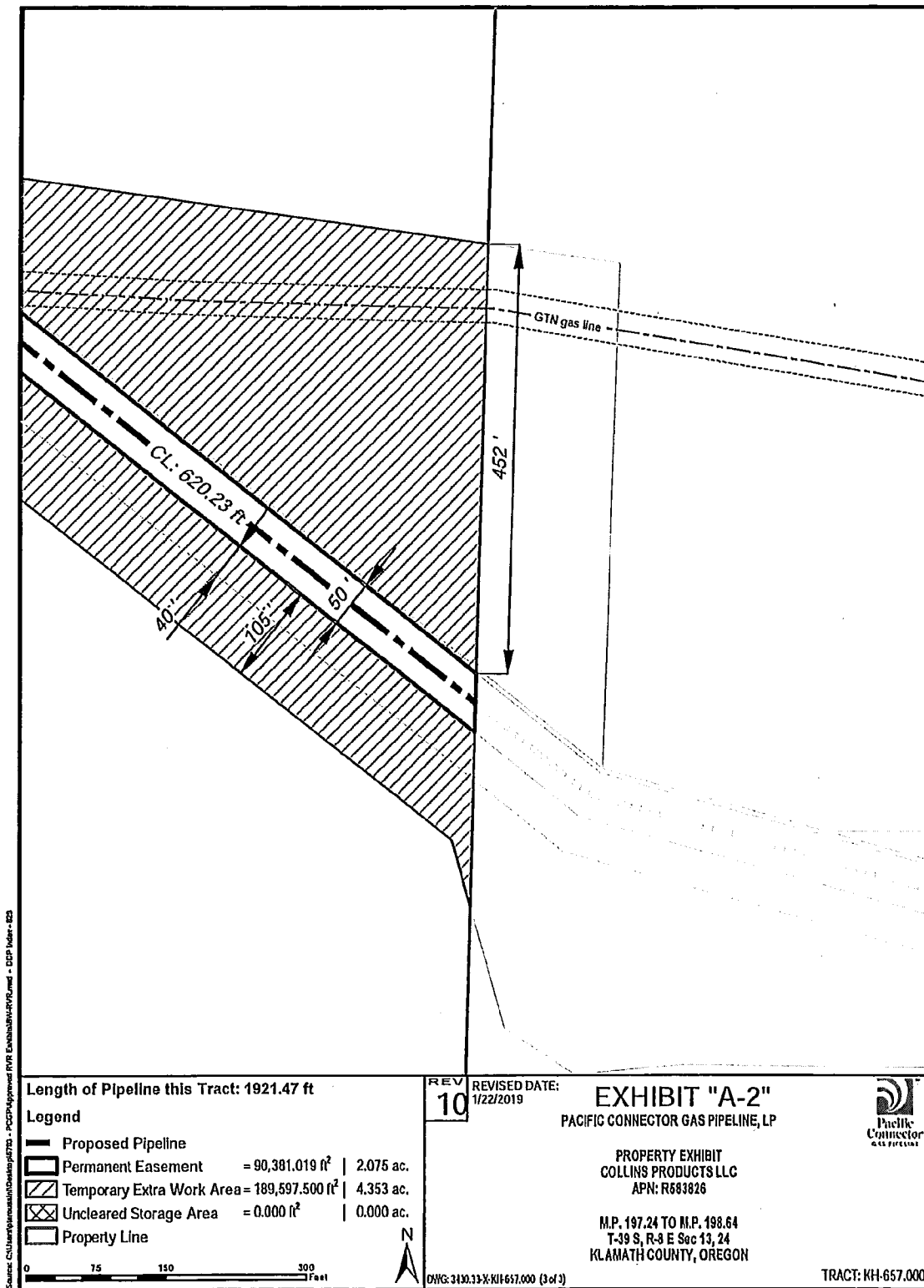
M.P. 197.24 TO M.P. 198.64
T-39 S, R-8 E Sec 13, 24
KLAMATH COUNTY, OREGON



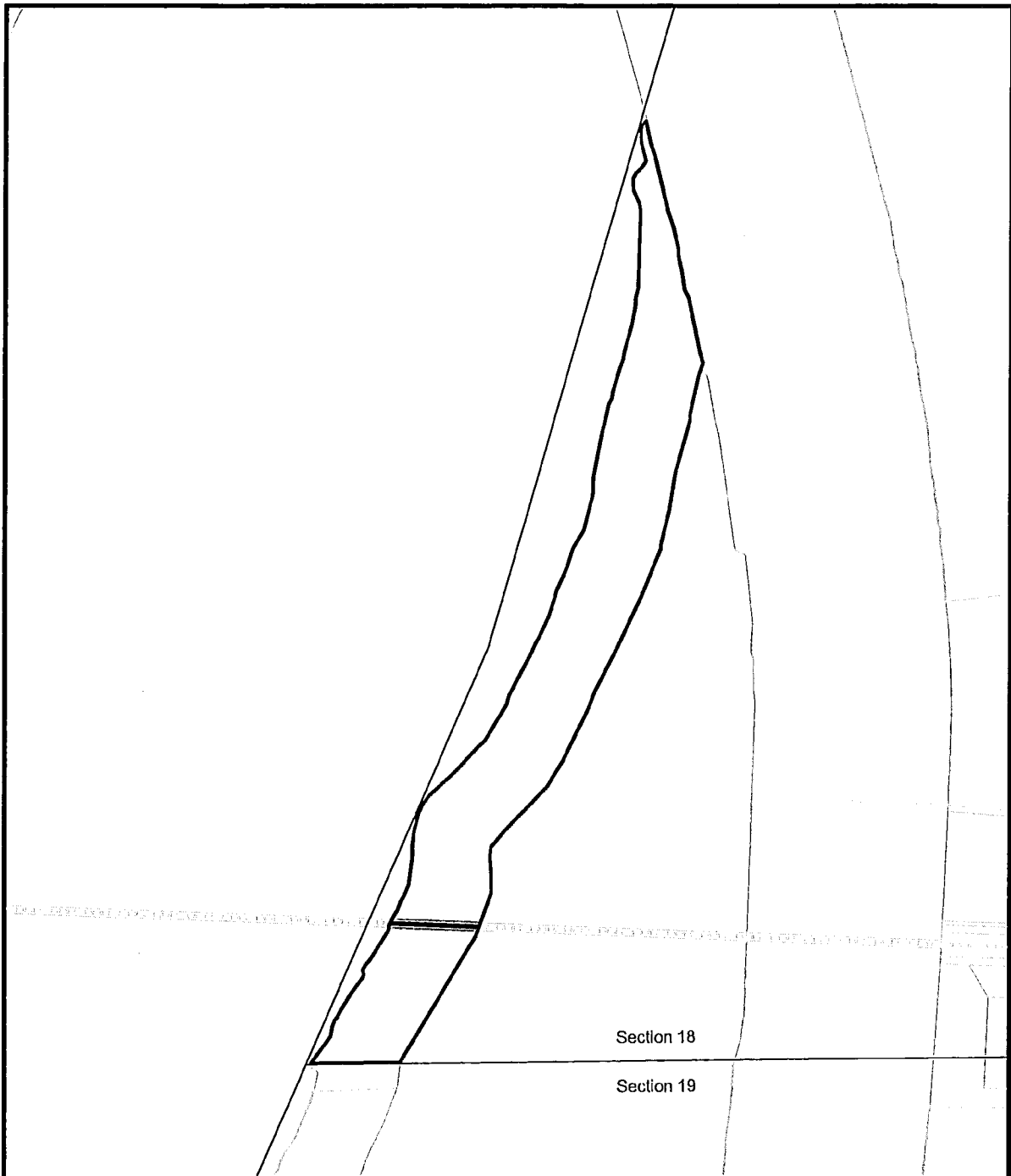
DWG: 3430.33-X-KH-657.000 (2 of 3)

TRACT: KH-657.000

Disclaimer: The pipeline alignment shown is based on a line survey conducted by the project. If permission to survey the property was granted by the landowner. The property boundary information was obtained from County tax maps. Because this exhibit is not based on a property survey the actual right-of-way and workspace areas may vary slightly from what is shown.



Disclaimer: The pipeline alignment shown is based on a line survey conducted by the project. If permission to survey the property was granted by the landowner. The property boundary information was obtained from County tax maps. Because this exhibit is not based on a property survey the actual right-of-way and workspace areas may vary slightly from what is shown.



0 75 150 300
SCALE IN FEET



REV
5

REVISED DATE:
1/30/2019

EXHIBIT "A-2"
PACIFIC CONNECTOR GAS PIPELINE, LP



- Proposed Pipeline
- ▬ Property Line
- Access Road
- PAR/TAR
- ▨ Temp. Extra Work Area
- ▩ Uncleared Storage Area
- Permanent Easement

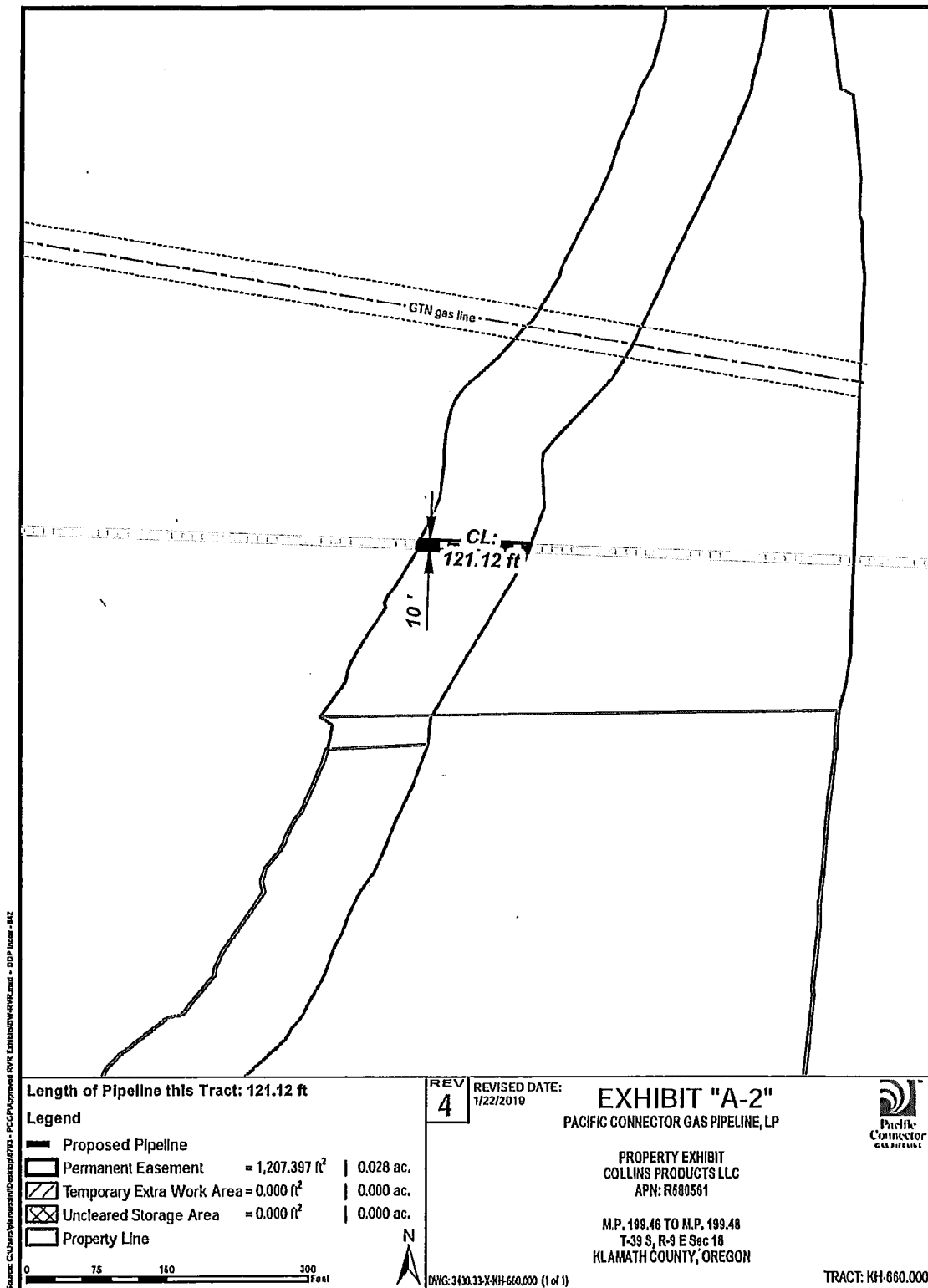
Permanent Right-of-Way	=	1,207,397 ft ²		0.028 ac.
Temporary Extra Work Area	=	0.000 ft ²		0.000 ac.
Un-Cleared Storage Area	=	0.000 ft ²		0.000 ac.

PROPERTY EXHIBIT
COLLINS PRODUCTS LLC
APN: R580561

M.P. 199.46 TO M.P. 199.48
T-39 S, R-9 E S-18
KLAMATH COUNTY, OREGON

DWG. 2430.33-XH-660.000

TRACT: K04-660.000



Disclaimer: The pipeline alignment shown is based on a line survey conducted by the project if permission to survey the property was granted by the landowner. The property boundary information was obtained from County tax maps. Because this exhibit is not based on a property survey the actual right-of-way and workspace areas may vary slightly from what is shown.