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When recorded, return to:

Pima County Real Property Services  
201 N. Stone Avenue, 6<sup>th</sup> Floor  
Tucson, AZ 85701-1215

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### TEMPORARY CONSTRUCTION EASEMENT

1. **Grant of Easement.** For valuable consideration, **Pima County**, a political subdivision of the State of Arizona, (the "Grantor"), grants unto Sierrita Gas Pipeline L.L.C., a Delaware limited liability company (the "Grantee"), over and upon the real property described in the attached **Exhibit "A"** (the "Property") a temporary construction easement to enter in and upon the Property of the Grantor for uses associated with constructing the installation of a natural gas pipeline (the "Facilities"), subject to the terms and conditions in this Temporary Construction Easement ("TCE").
2. **Term.** This TCE shall be effective as of the date it is executed by Grantor, and shall terminate on the earlier of 12 months after its effective date, or (ii) the completion of the use of the Property for construction of the Facilities.
3. **Permitted Uses.** The following uses are permitted on the Property by Grantee (the "Permitted Uses"): uses associated with constructing a natural gas pipeline, including but not limited to access, excavating, stockpiling dirt spoil, stringing and welding pipe and parking.
4. **Obligations of Grantee.**
  - 4.1. Grantee shall keep the Property in as good order, condition and repair as reasonable use will permit and shall leave the Property free of construction-related trash and debris.
  - 4.2. Grantee shall grade, level, restore, and revegetate the surface of the Property as close as practical to its original condition.

4.3. Grantee shall be responsible for acquiring all the permits necessary to conduct the Permitted Uses and Grantee shall be responsible for complying with all zoning and code requirements that may apply.

4.4. Barricades or other safety measures will be maintained by the Grantee for the duration of the construction activities. Public and worker safety will be the sole responsibility of the Grantee.

4.5. Grantee shall keep all gates closed and insure its contractors do the same. Grantor reserves the right to require cattle guards if Grantor determines gates are being left open or fencing has been removed or damaged by Grantee, its employees or contractors.

5. **Use of Property by Grantor.** Grantor may use the Property for any purpose consistent with the Permitted Use.

6. **Non-exclusive.** Nothing in this Easement shall be construed to limit the rights of the Grantor to issue compatible additional easements over and across this easement.

7. **Cultural Resources Compliance.** Consistent with Pima County Board of Supervisors Policy No. C 3.17, Grantee, its employees, contractors and agents shall comply with all applicable federal, state and local cultural resources and historic preservation statutes, regulations, ordinances, policies and guidelines prior to and during any ground disturbance within the Property. Grantee shall coordinate with the Pima County Office of Cultural Resources and Historic Preservation when planning and designing construction and when implementing cultural resource compliance activities. Grantee is solely responsible for all costs related to cultural resource compliance activities arising from Grantee's activities within the Easement area.

8. **Indemnity.** Grantee agrees to indemnify and hold Grantor, its officials, officers, agents and employees, harmless from any and all suits, claims, demands, judgments or liabilities of any type whatsoever, including, but not limited to, injury to any person or damage to any property, arising out of, incidental to or in any way relating to Grantee's use of, operations upon, maintenance of, or restoration of the Property, including but not limited to any acts of any employees or agents of Grantee. Grantee further agrees to indemnify and hold harmless Grantor from all costs and expenses arising out of any such suit, claim, demand, judgment or liability, including, but not limited to, the reasonable attorney's fees of Grantor.

9. **County Ordinances Compliance.** Grantee shall be subject to all County ordinances now in force or hereafter adopted. Grantee shall use and operate within the easement in accordance with the regulations applicable to the use of public rights-of-way. Grantee agrees that it will not assert any claim against the County that the provisions of this easement or any applicable County ordinance or regulation in force at the time of execution of this easement are unreasonable, arbitrary or void.

WITNESS THE EXECUTION HEREOF this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:

**GRANTOR:** Pima County, a political  
subdivision of the State of Arizona

\_\_\_\_\_  
Robin Brigode, Clerk of the Board of  
Supervisors

By: \_\_\_\_\_  
Sharon Bronson, Chair, Board of Supervisors

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Tobin Rosen  
Deputy County Attorney

STATE OF ARIZONA                    )  
                                                  ) ss  
COUNTY OF PIMA                    )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by the Chair of the Pima County Board of Supervisors, a political subdivision of the State of Arizona.

My Commission Expires:

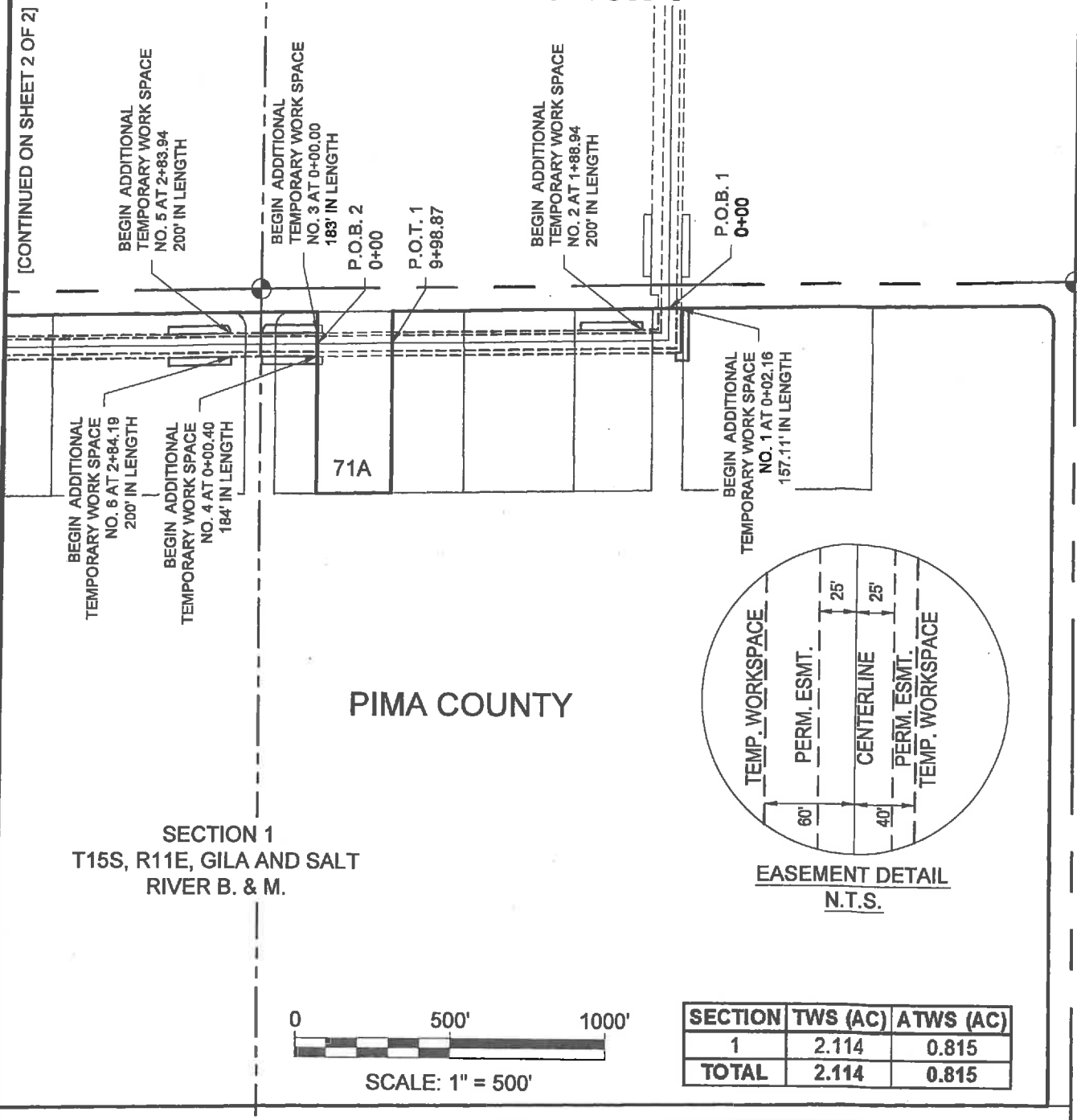
\_\_\_\_\_  
Notary Public

\_\_\_\_\_

Board of Supervisors Approval:			
Agent:	File #:	Activity #:	P [ ] De [ ] Do [ ] E [ ]

## SECTION 1

[CONTINUED ON SHEET 2 OF 2]



PIMA COUNTY

SECTION 1  
T15S, R11E, GILA AND SALT  
RIVER B. & M.

**LEGEND**

SECTION CORNER

P.O.B. POINT OF BEGINNING

P.O.T. POINT OF TERMINUS

**NOTES:**

- ALL ADDITIONAL TEMPORARY WORK SPACES SHOWN HEREON ARE 25 FEET IN WIDTH, EXCEPT WHERE NOTED OTHERWISE.
- TEMPORARY WORK SPACES DESCRIBED HEREON, REFERENCE THE PERMANENT EASEMENT CENTERLINE DESCRIBED AND SHOWN ON THE ACCOMPANYING EXHIBITS A AND B, AND ARE BASED ON THE ASSUMED STATIONING (COMMENCING AT STATION 0+00 AT THE POINT OF BEGINNING).

SIERRITA GAS PIPELINE LLC

TEMPORARY WORK SPACE SKETCH  
PIMA COUNTY

SECTION 1, TOWNSHIP 15 SOUTH,  
RANGE 11 EAST, GILA AND SALT RIVER B. & M.

DRAWN BY: SDL

DATE: 01/29/13

SHEET: 1 OF 2

PIMA COUNTY, AZ



CH2MHILL

1501 W. FOUNTAINHEAD  
PKWY, SUITE 401,  
TEMPE, AZ 85282  
480-377-6239

DRAWING NUMBER  
PIMA COUNTY\_TWS

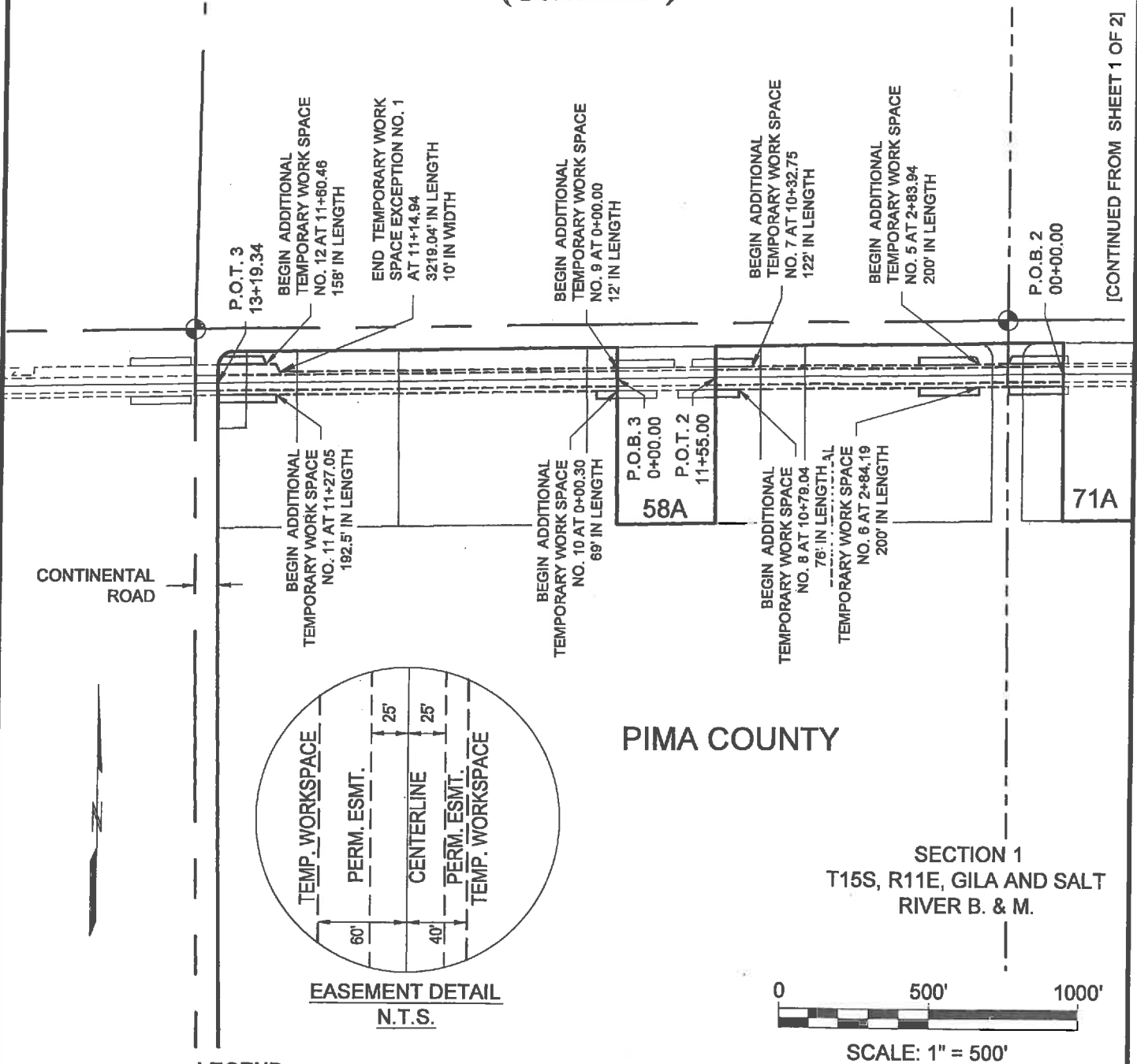
REV.

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# EXHIBIT "A"

## SECTION 1

(Continued)

**LEGEND**

- SECTION CORNER
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS

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**SIERRITA GAS PIPELINE LLC****TEMPORARY WORK SPACE SKETCH  
PIMA COUNTY**

SECTION 1, TOWNSHIP 15 SOUTH,  
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