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

DOCUMENT TITLE(S): RIGHT-OF-WAY AND EASEMENT AGREEMENT

REFERENCE NUMBERS(S) OF RELATED DOCUMENTS

GRANTOR(S)

GREEN DIAMOND RESOURCE COMPANY, A WASHINGTON CORPORATION

GRANTEE(S)

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

LEGAL DESCRIPTION

Those certain parcels of land described as lying in various sections in Township 38 South, Range 6 East, Township 39 South, Range 7 East, Township 39 South, Range 7 East, Township 39 South, Range 8 East, Township 40 South, Range 8 East, of the Willamette Meridian, Klamath County, Oregon, being more particular described in Exhibit A-1.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

R73752, R73761, R73743, R73832, R485399, R486432, R491658, R492005, R882622, R883550, R583719, R486058, R486174, R486218, R486209, R491685

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RIGHT-OF-WAY AND EASEMENT AGREEMENT

This RIGHT-OF-WAY AND EASEMENT AGREEMENT (the "Agreement"), is made and entered into effective as of Puguet 28 , 2018 (the "Effective Date") by and between, Green Diamond Resource Company, a Washington Corporation, ("Grantor") whose address is 6400 Hwy 66, Klamath Falls, OR 97601, and Pacific Connector Gas Pipeline L.P., a Delaware limited partnership, acting through its general partner, Pacific Connector Gas Pipeline, LLC, a Delaware limited liability company, ("Grantee"), 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 various sections in Township 38 South, Range 6 East, Township 39 South, Range 6 East, Township 39 South, Range 7 East, Township 39 South, Range 8 East, Township 40 South, Range 8 East, of the Willamette Meridian, being more particular described in "Exhibit A-1" (the "Property").
- B. Grantee is in the process of planning, locating, permitting, developing and constructing a single 36-inch interstate natural gas pipeline and related facilities which will extend approximately 232 miles across Klamath, Jackson, Douglas and Coos Counties, Oregon, for purposes of transporting natural gas (such pipeline, the "Pipeline" and the permitting, planning and construction of the Pipeline and the operation and maintenance of the Pipeline collectively, the "Project").
- C. Grantee desires to acquire Easements (as defined in Section 1 below) under, within, over and across the Property for Pipeline and Project purposes, and Grantor is willing to grant and convey to Grantee such Easements on the terms and conditions set forth in this Agreement.

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. Grant of Easements.

Grant of Pipeline Easement. Subject to the terms and conditions set forth in this Agreement, Grantor hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive easement and right-of-way ("Pipeline Easement") to locate, survey, construct, entrench, maintain, repair, replace, protect, inspect and operate a 36" outside diameter buried natural gas pipeline, cathodic protection 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") which may be on, over, under and through the Property. The Pipeline Easement is fifty (50) feet in width being twenty-five (25) feet on each side of the Centerline of the Pipeline as finally constructed. For purposes of illustration, a depiction of the intended location of the Pipeline Easement as of the Effective Date is set forth on the maps attached Exhibit "A-2" and an initial centerline survey description of the intended centerline of the Pipeline Easement as of the Effective Date is set forth on attached Exhibit "A-3." Grantee will construct the Pipeline as closely as possible to the initial centerline alignment set forth in the Exhibits which are attached to this Agreement on the Effective Date. Within ninety (90) days following Grantee's completion of construction of the portions of the Pipeline traversing the Property, Grantee shall, at Grantee's sole expense, have prepared by a licensed Oregon surveyor an "as-built" survey showing the exact placement of the Pipeline's as-built centerline on Grantor's Property and shall further have prepared a certified reproducible drawing of the as-built alignment and width of the Pipeline Easement on Grantor's Property prepared by a licensed civil engineer. The parties shall record an amendment to this Agreement amending Exhibits "A-2" and "A-3" to reflect the as-built centerline and the Pipeline Easement alignment

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as prepared by the surveyor and engineer. The as-built centerline of the Pipeline, as reflected in such amended exhibits, is referred to in this Agreement as the "Centerline").

- 1.2 Grant of Valve and Launcher Receiver Easement. Subject to the terms and conditions set forth in this Agreement, Grantor hereby grants and conveys to Grantee, its successors and assigns, an exclusive easement of approximately .872 acres to locate, survey, construct, entrench, maintain, repair, replace, protect, inspect and operate a valve and launcher receiver facility for the Pipeline ("Valve and Launcher Receiver Easement"). Grantee, its successors and assigns, shall have exclusive access to the Valve and Launcher Receiver Easement area and shall have the right to install a fence with locked gates around the perimeter of the Valve and Launcher Receiver Easement area.
- Agreement, Grantor hereby grants and conveys to Grantee, its successors and assigns, non-exclusive easements and rights-of-way sixty (60) feet in width, being thirty (30) feet in width on either side of the centerlines of the roads (each a "Road" and collectively, the "Roads") now existing or to be constructed hereafter on the Property and located approximately in the locations illustrated on the maps attached as Exhibit "B-1" through "B-12" (each a "Road Easement" and collectively, the "Road Easements"). The Pipeline Easement, Valve and Launcher Receiver Easement, and Road Easements collectively are referred to herein as the "Easements." The Road Easements granted herein shall be for purposes of vehicular ingress to and egress from the Facilities for purposes of constructing, maintaining, repairing, replacing, protecting, inspecting and operating the Pipeline and the Facilities, and shall include the right to park and to bring across the Roads all vehicles, equipment, materials and personnel which are necessary for constructing, maintaining, repairing, replacing, protecting, inspecting and operating the Pipeline and the Facilities. The Road Easements granted herein shall be subject to all terms and conditions set forth in this Agreement, including the road use and maintenance terms and conditions set forth on attached Exhibit "C."
- AS-IS; Easements Subject to Prior Interests. The rights of Grantee under this Agreement are subject to any and all prior rights and interests, including all liens, easements, servitudes, rights of way, oil, gas, and mineral leases, and all other grants or reservations of record affecting the Property. Grantee accepts the Easements granted herein and any other portion of the Property related to the Easements strictly "AS-IS," with all defects, apparent or latent, without any representation or warranty by Grantor or any representative of Grantor, expressed or implied. Grantee hereby assumes all risk of their use of the Easements and the exercise of their rights under this Agreement. Without limiting the foregoing, the Easements and the rights of Grantee herein are granted subject to all matters of record and matters that a complete survey and inspection of the Easements and related areas of the Property would reveal.
- 1.5 Exercise of Rights by Permittees. Grantee may permit its Permittees to exercise the rights granted to it herein provided such use by any Permittee is directly related to the limited purposes for which the Easements herein are granted. For purposes of this Agreement, the term "Permittee" and "Permittees" means, individually and collectively, the agents, affiliates, contractors, subcontractors, licensees, vendors or suppliers of the Grantee furnishing materials, labor or services, performing any activities on behalf the Grantees or otherwise exercising any rights of the Grantees under this Agreement.
- 2. **Consideration**. Grantor's execution and recording of this Agreement acknowledges receipt from Grantee of the monetary consideration paid by Grantee for the Easements granted herein. There shall be no refund of consideration paid to Grantor for the Easements granted herein by reason of termination of this Agreement, lack of development of the Pipeline, abandonment of the Easements, or for any other reason.

- 3. **Single Pipeline; No Enlargement of Purpose**. The Pipeline Easement granted to Grantee is for a single buried natural gas delivery pipeline not to exceed 36" in outside diameter and related surface and subsurface Facilities. The Pipeline shall only be used for the transportation of natural gas. The construction within the Pipeline Easement of additional or multiple pipelines or replacement of the Pipeline with a single pipeline of increased outside diameter shall not be permitted without the prior written consent of Grantor, or its applicable successors in title to the Property, and an appropriate recorded amendment to this Agreement. The Easements shall only be used by Grantee for the purposes expressly provided in this Agreement, and Grantee may not use the Easements for any other purposes, including, but not limited to hunting, fishing, camping or recreational activities.
- 4. **Minimum Depth**. The pipeline constructed by Grantee shall, at the time of construction, be buried with a minimum of three (3) feet of cover from top of the pipe, after giving effect to construction settlement, or such greater minimum depth as may be required by any applicable law. The pipeline constructed by Grantee shall be buried and maintained at a minimum of five (5) feet cover from the top of the pipe to road surface at all locations where the pipeline intersects a public or private road crossing used by Grantor for management of the Property.
- 5. **Pipeline Marking and Signage**. Upon completion of construction of the Pipeline and prior to commencement of operations, Grantee shall conspicuously mark the location of the Pipeline at intervisible locations along the right of way through the Property with signage warning of the Pipeline location and avoidance of any ground disturbing or excavating activities on or near the Pipeline. Grantee shall maintain the signage for so long as the Pipeline remains in use.

6. Construction, Repair and Maintenance of Facilities.

- 6.1 <u>Initial Construction</u>. The parties acknowledge and agree that the initial location, construction, inspection and testing of the Facilities occurring prior to the first day of gas service (the "In-Service Date") shall be performed under and in accordance with the terms, conditions, specifications and restrictions set forth in the Temporary Construction Easement Agreement between Grantor and Grantee.
- Period"), Grantee shall have the right of ingress and egress to and from the Facilities over and through the Property, and access on and within the Easements, with the right to use the Roads on the Property for the purposes of maintaining the Facilities in good working order, repair and condition, and at all times to the minimum standards imposed by, and in compliance with the requirements of, prudent utility practices and all applicable law governing the ownership and operation of the Pipeline and the transportation of natural gas through the Pipeline, including, but not limited to the pipeline safety and natural gas transportation standards imposed by USDOT and the Pipeline and Hazardous Materials Safety Administration of the USDOT. Grantee shall be responsible for the safe operation of the Pipeline and shall respond to any release or threatened release of natural gas or other Hazardous Substances from the Facilities in an expeditious manner and in accordance with applicable law.
- 6.3 Temporary Construction Areas and Crossings. For any maintenance, repair, reconstruction, replacement or removal of the Pipeline or Facilities during the Operational Period, Grantee may temporarily utilize additional land along both sides of the Pipeline Easement that, when added together with the 50-foot width of the Pipeline Easement, shall not exceed ninety-five (95) feet in width in total, except where depicted on the attached Exhibit A-2 or unless approved in writing by Grantor, such total width being not more than sixty-five (65) feet on the working side of the Centerline and thirty (30) feet on the non-working side of the Centerline (such additional areas, "Temporary Work Areas"). Grantee shall in all events pay Grantor the fair market value of any timber or trees removed from the Temporary Work Areas (which fair market value of timber or trees shall be determined in the same manner as is provided in this Agreement for determining the fair market value of damaged timber or trees). Grantee shall construct temporary crossings across open trenches and ditches during any construction or

maintenance activities if necessary to assure continued access, ingress and egress for Grantor to areas adjacent to the Easements.

- Notice and Work Plans. Prior to commencing any non-emergency repair or 6.4 alteration of the Facilities or any Road, Grantee shall make commercially reasonable efforts to provide advance notice to Grantor of its surface activities on the Property (which commercially reasonable efforts may include without limitation first-class mail, verbal communication by telephone, electronic mail, facsimile, and/or other electronic medium of communication as may be agreed to by the parties) and 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 Facilities, Roads or alterations thereto (each a "Work Plan"). Grantee shall not commence any such non-emergency repair or alteration 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 of receipt of Grantee's Work Plan stating in reasonable detail 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 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 portions of the Property. No approval given by the Grantor with respect to Grantee's plans or with respect to any work performed by Grantee shall operate as a waiver of Grantee's obligations to perform the work in accordance with the requirements of this Agreement or with any other requirement or standard of care imposed upon the Grantee under this Agreement or applicable law with respect to such work, nor shall such approval in any way relieve the Grantee of any liability to any person for personal injury or death of any person or for any damage to or loss or destruction of property of any person (including the property of Grantor). In the event that an emergency condition is deemed, in Grantee's sole discretion, to exist with respect to the Facilities, Grantee shall have no obligation under this Section to make commercially reasonable efforts to provide advance notice or to submit a Work Plan to Grantor, but Grantee shall give Grantor notice of the emergency activities as soon thereafter as possible and will inform Grantor of the actions taken and worked performed on the Property.
- 6.5 <u>Deviations.</u> The parties anticipate that during alteration or repair of the Facilities and any Roads, Grantee may encounter certain unforeseen obstacles, subsurface soil or geographical features or other obstructions that may require the Pipeline, Facilities, or road alignments to be realigned or deviated from their original alignments. Grantee shall inform Grantor of any such obstruction so encountered and propose the realignment of the Facilities or Roads that the Grantee believes necessary (or that any regulatory authority determines is required) to avoid such obstruction. Grantee shall obtain the approval of Grantor to the proposed realignment or deviation prior to construction of any realigned or deviated course (which approval shall not be unreasonably withheld). In the event of any realignment approved by Grantor, the parties shall execute and record appropriate amendments to this Agreement to reflect the as-built description of any realigned Facilities as provided in Section 1.1, *supra*. Grantor may require additional payment from Grantee for any timber cleared or expansion in scope of easement or other economic impacts on the Property which are necessary to accommodate any realigned course or any additions to the scope of the Easements.
- 6.6 <u>Warnings</u>. Grantee shall provide Grantor with written notice as to whether natural gas being transported in the Pipeline is scented or unscented. Grantee shall construct and maintain appropriate warning signs and markers advising users of the Property of the location of the Pipeline.
- 6.7 <u>Maintenance Schedule and Contact Person</u>. Grantee shall provide Grantor with a written plan and schedule for Grantee's maintenance, upkeep and inspection of the areas and

improvements within the Easements. Grantee also shall provide Grantor with a contact person designated by Grantee, including name, address, 24/7 telephone access number, fax number and email address. The contact person shall have information and knowledge pertinent to the Pipeline and Easements in order to address questions and concerns from Grantor. In the event the contact person is replaced or changed by Grantee, Grantor shall be given reasonable prior written notice of the change, along with the required information for the new contact person.

- 6.8 <u>Restoration</u>. Grantee agrees that within a reasonable time following the completion of its Pipeline maintenance and repair work and subject to weather and/or soil conditions, Grantee shall, as near as practicable, restore the Property to its original contour and condition, at Grantee's sole risk and expense.
- Carbon Project Disclosure and Conditions. Grantor has registered the Property with 7. the American Carbon Registry as a forest carbon offset project (the "Carbon Project") under California's cap and trade program administered by the California Air Resources Board ("ARB"). The Carbon Project is subject to regulatory requirements found at Title 17 of the California Code of Regulations (the "Regulations") and ARB's Compliance Offset Protocol for U.S. Forest Projects, adopted November 14, 2014 (the "Protocol"). Grantor is a "Forest Owner" and the "Offset Project Operator" (as those terms are defined in the Regulations and Protocol) for the Carbon Project. Accordingly, Grantor is obligated to, among other things, maintain certain levels of carbon stock on the portions of the Property covered by the Carbon Project and, from time to time, performs inventories and verifies the carbon stock on the portions of the Property covered by the Carbon Project, including the portions of the Property subject to this Agreement. Except as provided in this Agreement, Grantor reserves for itself all ownership of and rights to grow, harvest, inventory, verify, or otherwise manage any of the carbon stock on the Property as required by the Regulations and Protocol, and Grantee shall not take any action that would interfere with Grantor's ability to develop and manage the Carbon Project, it being understood by the Parties that nothing in this paragraph is intended to lessen, augment, or otherwise diminish the rights specifically granted to Grantee herein.
- Damage to Property. Grantee agrees to repair, or if such damage cannot be repaired, to compensate Grantor for damages that directly result from Grantee's use of the Pipeline Easement or Road Easements, including but not limited to, any damages to trees, timber, 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. Any other recognizable damages to other real or personal property that result from its use of the Pipeline Easement or Road Easements shall be repaired by Grantee, or the Grantor shall 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 (other than trees or timber) 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 Grantee 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. If the damage is to any trees or timber that Grantee does not, by this Agreement or by separate written agreement, have the right to remove from the Property, then Grantor shall be paid not less than the fair market value of such damaged, cut or removed timber or trees (whether merchantable or pre-merchantable). Grantee shall promptly provide Grantor with written notice of any loss or damage to timber or trees. Within twenty (20) days following the date on which Grantor receives a timber damage notice, or within twenty (20) days following the date on which Grantor actually learns of such damage or loss and notifies Grantee of the same (whichever is earlier), the parties will attempt in good faith to determine the value of the loss or damage to such timber or trees, giving due

consideration to whether such timber is merchantable or pre-merchantable and valuation principles generally accepted for the valuation of merchantable and pre-merchantable timber in Oregon. If within the applicable twenty (20) day period the parties are unable to agree on such value, then Grantor and Grantee will each appoint an independent forestry consultant, and such two consultants will in turn select a third independent forestry consultant to act with them in a panel to determine the value thereof. The panel of consultants will reach a binding decision within twenty (20) days of the selection of the third consultant, and the decision of the panel of consultants as to the value of the lost or damaged timber will be final. If the selection of the second or third consultant is not made within five (5) days of selection of the prior consultant, either party may apply to the presiding judge of the Circuit Court for Klamath County, Oregon for approval of the required consultant. The parties will each bear the cost of its respective consultant and one-half of the cost of the third consultant.

- Easement Clearing; Reforestation. Grantee shall have the right to cut and to keep clear without payment of damages all trees, brush, native growth or foliage and other obstructions within a 30 feet wide corridor centered on the Centerline of the Pipeline (the "Non-Timbered Corridor") and any other timber, brush, native foliage, or foliage that may, in the Grantee's opinion, endanger, hinder or conflict with the construction operation, inspection, protection, maintenance and use of the Facilities (it being understood and agreed that the outside 20 feet of width, being 10 feet from either outside boundary of the 50-foot Pipeline Easement granted herein, shall be replanted following initial construction in accordance with the terms of the Temporary Construction Easement Agreement and will contain regeneration timber the damage, cutting or removal and reforestation of which shall be subject to the provisions of Section 7 above). If any of Grantee's activities under this Agreement require the removal of timber in any area other than the Non-Timbered Corridor of the Pipeline Easement, Grantee shall promptly notify Grantor upon completion of such removal. Thereafter, Grantor may replant the areas outside of the Non-Timbered Corridor where timber was removed (such replanting to be in accordance with the reforestation and minimum restocking requirements of the Oregon Forest Practices Act and related rules, to the extent applicable to the replanted areas, and otherwise in accordance with best management practices and the minimum restocking requirements selected by Grantor, in its sole discretion), and Grantee will reimburse Grantor within fifteen days of invoice for the full costs of any necessary replanting including but not limited to any seedling costs and the cost of any third party services utilized in such reforestation.
- Compliance with Applicable Law, Permits and Regulatory Requirements. Grantee shall conduct (and shall cause its respective 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 Project, the activities of the 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 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 the Federal Energy Regulatory Commission ("FERC"), the United States Department of Transportation and the Pipeline and Hazardous Materials Safety Administration; (c) the Oregon Forest Practices Act; and (d) all applicable laws, rules, regulations and orders relating to (i) the preservation and protection of the environment, (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, (iv) forestry and logging practices, and (v) the prevention, suppression and control of fire.
- 11. **Property Protection Covenants**. When exercising any rights granted under this Agreement or conducting any activities permitted under this Agreement on the Property or on any other lands of Grantor, Grantee and its Permittees shall in all events comply with the covenants contained in Exhibit "D" for the protection of such Property and the property of others adjacent to such property.

Grantor's Reservations; Concurrent Use. Grantor reserves the right to use and enjoy 12. the Property except for the purposes granted in this Agreement and the limitations on Grantor's use set forth herein. Grantor shall have the right to use, cross and recross all roads and to manage, work, harvest and use the land granted within the Easements as provided in this Agreement, so long as it shall not hinder, conflict or interfere with Grantee's surface or subsurface rights, including its right to cut and keep clear portions of the Pipeline Easement area as set forth above, or disturb its ability to operate, maintain and protect its Facilities. No new road, reservoir, excavation, change in surface grade, obstruction or structure shall be constructed, created or maintained within the described 50 foot Pipeline Easement area without Grantee's written permission, which shall not be unreasonably withheld, conditioned or delayed. Grantor is permitted to plant trees to within 15 feet of the centerline of the Pipeline. In the event Grantee's future operation and maintenance requires the clearing of those trees planted outside of the 30 foot wide corridor but within the 50 foot permanent Pipeline Easement or cutting of trees outside the Pipeline Easement that create a safety threat to Grantee's operations or facilities within the Easements, Grantor will be compensated as provided in Section 8 and shall be additionally entitled to associated replanting costs. However, within the 30 foot wide Non-Timbered Corridor, Grantee shall have the right to cut and keep clear all trees and brush, native growth and foliage and other obstructions that may, in the Grantee's opinion, endanger, hinder or conflict with the construction, operation, inspection, protection, maintenance and use of said facilities without paying Grantor compensation for damages.

13. Pipeline Integrity

- 13.1 Roadways. The weight limitations of all vehicles operating within, over, or across the Pipeline Easement at identified pipeline road crossings and areas with pipe located within the roadway, shall comply with permitted legal load limits and shall not exceed 60,000 pounds per axle or 200,000 pounds per load without prior written permission of Grantee. Application for loads to be operated within, over, or across the Pipeline Easement at identified pipeline road crossings and areas with pipe located within the roadway that exceed these limits will be submitted for review and approval through Grantee's local Operating District at least twenty (20) days in advance of need.
- 13.2 <u>General Integrity</u>. Grantor shall provide written notification to Grantee of Grantor's plans for blasting, rock, cinder, or gravel pit work to be performed within one hundred (100) feet of the Pipeline Easement. Grantee shall be provided with sixty (60) days to develop an encroachment procedure. Grantee, at its sole expense, is responsible for preserving the integrity of the Pipeline and its facilities.
- 14. **Inspection.** Prior to any of Grantor's work activities requiring "Surface Disturbance" within the Pipeline Easement, Grantor shall notify Grantee at least (7) days prior to such activity and provide Grantee with the opportunity for an authorized Grantee representative to be present during Surface Disturbance activities and to remain present on site as long as power equipment is being utilized. For purposes this paragraph, Surface Disturbance is new road construction or any activity within the Pipeline Easement that disturbs the soil deeper than twelve inches (12"), lowers the original grade of a road surface, or otherwise presents a significant risk to the integrity of the Pipeline, including but not limited to stump removal and soil ripping/subsoiling. Surface Disturbance does not include road grading, road rocking, heavy equipment travel (i.e. bulldozers and log skidders) that complies with Section 13.1, and tree planting outside the Non-Timbered Corridor at a depth of less than twelve inches (12").
- 15. **"One-Call" Compliance**. Grantor and Grantee shall conduct all operations and activities within the Pipeline Easement area in compliance with Oregon Revised Statues Chapter 757 and Oregon Administrative Rules 952-001-0001 through 952-001-0090 as modified and revised.

16. Indemnification.

- Indemnification. To the fullest extent permitted by law, Grantee shall indemnify, protect and hold Grantor and Grantor's officers, directors, shareholders, employees, agents, parents, subsidiaries and affiliates (collectively, "Grantor Indemnified Persons") harmless from and against any and all claims, losses, liabilities, judgments, damages, costs, expenses, demands and suits (including but not limited to fees and expenses of attorneys, experts, consultants, arbitrator(s) fees and arbitration administrative costs/court costs and fees and all other costs of litigation and arbitration, whether incurred in investigation, at trial and on appeal or in bankruptcy proceedings), or injury (collectively, "Claims and Liabilities") arising out of or relating to, or alleged to arise out of or be related to the exercise by Grantee of its rights under this Agreement, or out of the existence of the Pipeline, or the work of Grantee or its respective Permittees or anyone directly or indirectly employed by Grantee, or for whom Grantee may be liable, except to the extent caused by the negligence or culpable conduct of Grantor. Without limiting the generality of the foregoing, the indemnity obligations provided in this Section will include any Claims and Liabilities whatsoever arising out of or relating to: (i) the death of or bodily injury to any person; (ii) physical damage to or destruction of any property (including damages caused by fire and third party firefighting expenses incurred in connection with fighting any fires caused by or in any way resulting from Grantee's or its Permittee's activities under this Agreement); (iii) the construction, maintenance, repair, removal and operation of the Pipeline, including but not limited to any Claims and Liabilities arising out of breakage, failure, rupture or malfunction of the Pipeline; (iv) any release, spill or discharge of Hazardous Substances (as defined in attached Exhibit "D") on the Property or other lands caused by Grantee, its respective 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; and (v) any breach or failure by Grantee to comply with, or to cause its Permittees to comply with, any provision of this Agreement.
- 16.2 <u>Duty to Defend</u>. Grantee shall at its own cost, expense and risk, defend any and all claims, investigations, demands and suits that may be brought or instituted against Grantor by third parties arising out of or related to, or alleged to arise out of or be related to the exercise by Grantee of its rights under this Agreement, or out of the existence of the Pipeline, or the work of Grantee or its Permittees or anyone directly or indirectly employed by Grantee, or for whom Grantee may be liable, including but not limited to claims, investigations, demands, and suits by governmental, state and local agencies, or employees of Grantee and any party for whose acts it may be responsible, except to the extent caused by the negligence or culpable conduct of Grantor. The Grantor shall have the right to approve counsel to be employed in its defense.
- 16.3 <u>Duty to Reimburse</u>. Grantee will reimburse the Grantor for any and all legal costs and related expenses incurred by Grantor in connection with Grantee performing the indemnification and defense obligations under this Section 16 or in enforcing such indemnity and defense rights granted in this Section 16.
- 16.4 <u>Damages Limitations</u>. In any and all claims against Grantor by third parties, the Grantee's indemnification obligations under this Agreement shall not be diminished or limited in any way by any limitation on the amount or type of costs or damages (including any consequential damages waiver, punitive damages waiver or other limitations of liability) payable by Grantee under agreements between Grantee or such person.
- 16.5 <u>Assignees Bound</u>. Each assignee of Grantee's rights under this Agreement, or any interest therein, shall be bound by the terms of this Section 16, and agree to indemnify, defend and reimburse Grantor in the same manner as provided in this Section 16.

- 16.6 <u>Survival</u>. Grantee's indemnification, defense, reimbursement and related obligations under this Section 16, and in each other section of this Agreement imposing on Grantee any obligation of indemnification, defense or reimbursement, shall: (i) survive the expiration or earlier termination of this Agreement (including termination by reason of abandonment of the Easements); (ii) extend to claims brought after expiration or termination of this Agreement; and (iii) not be limited in any manner by Grantee's insurance coverage under this Agreement.
- 16.7 <u>Prior Environmental Liabilities</u>. Grantor agrees to indemnify Grantee against any contamination of soils or groundwater by release of Hazardous Substances (as such term is defined in attached Exhibit "D") that predates the date of this Agreement or to the extent any such liability was caused by the Grantor's actions or inactions during its ownership of the Property.
- 17. **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 it is 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.

18. Insurance.

- 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 it 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.
- 18.2 <u>Approved Insurers</u>. 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.
- 18.3 <u>Commercial General Liability</u>. Grantee shall carry primary Commercial General Liability insurance covering claims for bodily injury, property damage and personal injury arising out of this Agreement 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.

18.4 <u>Workers' Compensation and Employer's Liability Insurance</u>. 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.

- 18.5 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.
- 18.6 <u>Umbrella Liability</u>. 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.
- 18.7 <u>Required Endorsements</u>. Except as provided below, the policies required under this Section shall be endorsed, in a form and manner acceptable to Grantor, providing as follows:
- (a) Additional Insureds: Except with regard to Workers' Compensation, and Employer's Liability, Green Diamond Resource Company 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.
- (b) 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

RIGHT-OF-WAY AND EASEMENT AGREEMENT - PAGE 11

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.

(c) Coverage by Occurrence. All liability coverages must be on an "occurrence" basis as opposed to "claims made".

18.8 Other Requirements.

- (a) 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.
- 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. Grantor reserves the right to require a certified copy of the policy(ies) or to examine the actual policy(ies). 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.
- (c) Primary Insurance. All limits and coverages required of the Grantee in this Section shall be primary and non-contributory with any insurance or self-insurance program carried by Grantor and the additional insureds.
- (d) 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.
- (e) 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 Section shall be construed as limiting, in any way, the extent to which the Grantee may be held responsible for payment of damages resulting from its 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.
- (f) 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

RIGHT-OF-WAY AND EASEMENT AGREEMENT -- PAGE 12

Agreement, except that the coverage amounts may be reduced, at Grantee's option, from the amounts stated in Section 18 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.

19. Relinquishment; Abandonment.

- 19.1 <u>Relinquishment</u>. Should Grantee fail to complete construction of the Pipeline contemplated herein within 10 years of the Effective Date, Grantor may demand that Grantee execute a relinquishment of the Easements. If construction does not commence within thirty (30) days of such demand, Grantee shall execute and record the relinquishment of the Easements.
- Abandonment. Grantee may at any time, with notice to Grantor, permanently abandon all of the Easements and, subject to conditions for approval by the Federal Energy Regulatory Commission (FERC), may remove or abandon in place the Facilities. Upon approval by FERC, all removal and restoration conditions of FERC's approval shall be completed by a date that is not less than three hundred sixty five (365) days following the effective date of such approval. Upon abandonment, at the request of Grantor, Grantee shall, execute and record a reconveyance and release of this Agreement whereupon this Agreement with all rights and privileges mutually granted hereunder shall be fully canceled and terminated except for: (i) those rights or obligations which have accrued prior to such termination or abandonment or which inure to a party as a result of such termination or abandonment, 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 or abandonment of the Easement will not in any way relieve Grantee of its obligations for breach of contract prior to termination. The rights provided in this section are cumulative with and are in addition to any other rights of the Grantor to pursue all legal remedies available to it at law or in equity, which other rights and remedies will survive such termination or abandonment unimpaired.
- 20. Taxes and Assessments. Grantee shall be liable for all taxes and assessments, fines, fees and other charges, if any, levied against the Pipeline and the Facilities, including all related improvements located within the Easements. In the event any real property tax rollback or compensating tax is imposed upon Grantor by reason of the existence of the Pipeline and Easements on the Property, or any change in status or disqualification of the Property from any current forestland or open space tax deferral program results by reason of the existence of the Pipeline and Easements on the Property, Grantee shall assume, pay, and reimburse Grantor in full for the amount of such rollback or compensating taxes or any other increased real or personal property taxes.
- Liens. Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and shall be subrogated to such lien and rights. Grantee will pay all labor and other bills incurred in connection with the Easements and the Project before delinquency and furnish Grantor, upon Grantor's reasonable demand, with proof that all such labor bills and expenses are paid. Grantee and its Permittees shall not permit or cause any lien to become attached to any portion of Property. However, if any lien should attach to the Property, Grantee will immediately discharge the same. 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 its property due to Grantee's breach. Grantee shall reimburse Grantor for any amounts so paid, including the reasonable expenses of Grantor in connection therewith, within thirty (30) calendar days of receiving notice from Grantor of any such payment, together with interest thereon at the rate of seven (7) percent per annum (calculated on a 365-day year basis) from the date of payment thereof by Grantor until the repayment thereof by Grantee. Further, Grantor shall have the right to defend, using counsel of its choice, at Grantee's sole expense, any lien filed against Grantor's property as a result of Grantee's Project, and Grantee agrees to immediately reimburse Grantor for such expense.

RIGHT-OF-WAY AND EASEMENT AGREEMENT - PAGE 13

22. Miscellaneous.

- 22.1 <u>Successors and Assigns; Assignment; Recording.</u> The rights and obligations herein shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto and shall be a covenant that runs with and burdens the Property and successor owners of the Property (or affected portions thereof). Grantee may assign the rights granted under this Agreement in whole, subject to the terms of this Agreement. 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 agreed to assume 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. Either party may record this Agreement in the real property records of Klamath County, Oregon.
- 22.2 <u>Permittees.</u> 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 Grantees where the context permits.
- 22.3 <u>Third Party Beneficiaries</u>. Except for the Grantor Indemnified Parties, who are each third-party beneficiaries of the covenants and agreements set forth in this Agreement regarding indemnification, insurance and property protection, 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.
- 22.4 <u>Governing Law.</u> 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 (whether of Oregon or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.
- 22.5 <u>Attorneys' Fees and Costs</u>. 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 (including in-house counsel 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.
- 22.6 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. The parties agree that delivery by facsimile or other electronic means of a signed counterpart of this Agreement will be deemed the same as delivery of the signed original counterpart. Upon request of the other party, a party delivering a counterpart of this Agreement by facsimile or other electronic means will also provide to the requesting party a manually-signed original of this Agreement.

22.7 <u>Entire Agreement</u>. It is mutually understood and agreed that this Agreement and the attached exhibits, as written, cover and include all of the agreements between the parties except as may otherwise be provided in the Temporary Construction Easement Agreement and the Timber Sale Agreement between the parties hereto and of even date herewith, and that no representations or statements, verbal or written, have been made modifying, adding to or changing the terms of this Agreement.

[Signatures and acknowledgements on following pages]

IN WITNESS WHEREOF the parties have EXECUTED THIS RIGHT OF WAY AND EASEMENT AGREEMENT THIS 28th DAY OF August, 2018.

GRANTOR:

Green Diamond Resource Company

Douglas S. Reed, President

GRANTEE:

Pacific Connector Gas Pipeline L.P.

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

Partner

By: Diocee Name: Tony Diocee Title: Authorized Signaton;

[Acknowledgements appear on following pages]

ACKNOWLEDGMENT

STATE OF WASHINGTON)	
county of hing) ss.	
known to be the President of Green Diag within and foregoing instrument, and acl	$201_\frac{\text{S}}{\text{S}}$, personally appeared before me Douglas S. Reed, to me mond Resource Company, the corporation that executed the knowledged said instrument to be the free and voluntary act and nd purposes therein mentioned, and on oath stated that he was a behalf of said corporation.
IN WITNESS WHEREOF, I have hereur above written.	nto set my hand and affixed my official seal the day and year first
	Signature: Hathlen House Choll
AND ASILOU HISTORY	Name (Print): Kathleen Louise Croll
NOTARLE	NOTARY PUBLIC in and for the State of Washington, residing at:
PIRILO	My appointment expires: Oct 33, 3020
0.23.20	,

ACKNOWLEDGMENT

COUNTY OF Ham's)ss.)
forgoing instrument on behalf	, 20, personally appeared
Before me:	
LATANYA HAMILTON Notary ID # 130784481 My Commission Expires August 18, 2020	Notary Public in and for the State of Texas My Commission Expires: August 18, 2020

STATE OF TEXAS

EXHIBIT A-1

KH-572,000

Government Lot 4, SE¼ of the SW¼ and the S½ of the SE¼ of Section 18, Township 38 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon.

KH-573.000

The SE $\frac{1}{4}$ and the N $\frac{1}{2}$ of Section 20, Township 38 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM that portion lying within Clover Creek Road.

KH-574.000

The following described property in Township 38 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon.

Section 16: All

Section 21: NE1/4; E1/2 SE1/4

Section 22: S1/2; NE1/4; W1/2 NW1/4; NE1/4 NW1/4

Section 26: N½ NE¼; SE¼ NE¼; NW¼; S½

Section 27: N1/2; N1/2 SW1/4; SE1/4

Section 28: E1/2 NE1/4; SE1/4; S1/2 NW1/4; NW1/4 SW1/4

Section 33: NW1/4 NE1/4

Section 34: NE1/4; S1/2 NW1/4; S1/2

Section 35: N1/2 NW1/4; SW1/4NW1/4; N1/2 SW1/4; NW1/4 NE1/4, less strip for existing public

roads; S1/2 NE1/4, less strips for existing public roads

Section 36: All, less strip for existing public road

KH-576.000

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Section 1 - Fractional N½ N½ (also described as Government Lots 1, 2, 3 and 4) less strip for existing public road, S½ N½ less strip for existing public road, S½ Section 2 - Fractional N½ N½ (also described as Government Lots 1, 2, 3 and 4)
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S1/2 N1/2, S1/2

Section 3 - Government Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16

Section 9 - Government Lots 1, 2, 3 and 4, W1/2 E1/2

Section 10 - Government Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16

Section 11 - All

Section 12 - All

Section 13 - All

Section 14 - All

Section 15 - SE1/4

Section 16 - Government Lots 1, 2, 3 and 4, W½ E½, W½

Section 21 - W1/2 E1/2, Government Lots 1, 2, 3 and 4

Section 22 - All

Section 23 - All

Section 24 - All

Section 25 - All

Section 26 - All

Section 27 - All

Section 28 - Government Lots 1, 2, 3 and 4, W½ E½, W½

Section 29 - Government Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16

Section 30 - Government Lots 1, 2, 3 and 4, E½ W½, E½

Section 31 - Government Lots 1, 2, 3 and 4, E1/2 W1/2, E1/2

Section 32 - Government Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16

Section 33 - Government Lots 1, 2, 3 and 4, W1/2 E1/2, W1/2

Section 34 - Government Lots 1, 2, 3, 4 and 5, E½ SW¼, SE½ NW¼, E½

Section 35 - All

Section 36 - All EXCEPTING THEREFROM that portion within the Highway

All being in Township 39 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon.

KH-577.000 KH-577.001

Sections 1, 2 and 12 - EXCEPTING THEREFROM parts of Government Lot 1 and 2 of Section 1, a part of the Fractional E½ of the E½ of Section 2, and parts of Government Lots 3 and 1, a part of the NW¼ of the NW¼ and a part of Government Lot 2, Section 12, Township 39 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, described as Parcel 5 of Volume M88, page 11854 Microfilm Records of Klamath County, Oregon, more particularly described as follows:

Beginning at the point of Intersection of the East line of Government Lot 3 of said Section 12, with the meander line of Round Lake, from which point the meander corner on the East line of said Section 12 bears South 49 degrees 56' 30" East, 1713.2 feet distant; thence Northerly along said meander line as follows:

- (1) North 59° 35' 30" West, 774.1 feet to a point;
- (2) North 47° 48' 00" West, 1313.8 feet to a point;
- (3) North 55° 04' 30" West, 986.6 feet to a point; said point being hereinafter referred to a "Point X";
- (4) North 17° 35' 00" West, 838.1 feet to the meander corner on the North line of said Section12;
- (5) North 57° 35' 00" West, 987.1 feet to a point; said point being hereinafter referred to as Point "Y";
- (6) North 10° 16' 30" West, 2157.3 feet to a point;
- (7) North 05° 13' 00" West, 980.3 feet to a point;
- (8) North 20° 56' 00" West, 87.0 feet to the meander corner on the West line of said Section 1; and
- (9) North 23° 22' 30" West, 1701.9 feet to the meander corner on the North line of said section 2; thence North 89° 56' 00" West, leaving said meander line, along said North section line, 32.7 feet, more or less, to the point of intersection of said North line with a parallel to and 30 feet distant Westerly from, when measured at right angles to, the last herein described course of said meander line, said point of intersection being marked by an iron pipe 1½" in outside diameter, 30 inches long and driven into the ground as are all angle points on, and the Southerly terminus of, the Westerly line of the real property hereby described so marked; thence Southerly parallel to and 30 feet distant Westerly from said meander line, as follows:
- (1) South 23° 22' 30" East, 1714.0 feet, more or less, to a point on the bisector of the re-entrant angle first on said meander line;
- (2) South 20° 56' 00" East, 82.4 feet, more or less, to a point on the bisector of the re-entrant angle next on said meander line; and
- (3) South 5° 13' 00" East, 977.4 feet, more or less, to a point on the bisector of the salient angle next on said meander line;
- (4) South 10° 16' 30" East, 429.0 feet to a point; thence South 50° 47' 00" West, leaving said parallel line, 1553.4 feet to a point; thence South 63° 53' 00" East, 1710.6 feet, more or less, to a point which is South 8° 16' 30" West, 38.9 feet from Point Y; thence South 45° 52' 30" East, 921.3 feet to a point; thence South 31° 19' 30" East, 780.5 feet, more or less, to the point of intersection of the bisector of the salient angle at Point X and a line which is parallel

and 30 feet distant Westerly from when measured at right angles to, said meander line; thence Southerly parallel to and 30 feet distant Westerly from said meander line, as follows:

- (1) South 55° 04' 30" East, 994.8 feet, more or less, to a point on the bisector of the reentrant angle next on said meander line; and
- (2) South 47° 48' 00" East, 1315.0 feet, more or less, to a point on the bisector of the salient angle next on said meander line; thence South 49° 35' 00" East, leaving said parallel line, 899.8 feet, more or less, to a point of the East line of Government Lot 3 of said Section 12; said point being the Southerly terminus of said Westerly line and being the Northwest corner of a tract of land in Government Lot 4 of said Section 12, conveyed by Louis W. Soukup and wife, to Weyerhaeuser Timber Company by a deed dated October 7, 1953, recorded in Deed Volume 264 at page 617, Records of Klamath County, Oregon; thence North 00° 07' 00" East, along said East lot line, 216.00 feet, more or less, to the point of beginning.

Section 12 - A part of Government Lot 4, more particularly described as follows:

Beginning at a point on the South line of said Government Lot 4, said point being 246.2 feet West of the Southeast corner of said government lot, and is marked by a 11/4" iron pipe 30 inches long; thence North 38° 30' West a distance of 395.5 feet to a 11/4" iron pipe 30 inches long; thence North 13° West a distance of 243.8 feet to a 1½" iron pipe 30 inches long; thence North 39° West a distance of 509.0 feet to a 11/4" iron pipe 30 inches long; thence North 77° West a distance of 458.0 feet, more or less, to a point on the West line of said government lot; thence South along the West line of said government lot 1,042.0 feet, more or less, to the Southwest corner of said government lot; thence East along the South line of said government lot 1,074.0 feet, more or less, to the point of beginning.

Section 3 - All

Section 4 - All

Section 5 - All, less a strip in N½ SW¼, SE¼ SW¼ and S½ SE¼ for existing public road

Section 6 - All, less a strip in N½ SW¼ and N½ SE¼ for existing public road

Section 7 - All

Section 8-All, less a strip in NE1/4 NE1/4 for existing public road

Section 9 - All, less a strip in NW1/4 NW1/4, S1/2 NW1/4, N1/2 SW1/4, SE1/4 SW1/4 and SW1/4 SE1/4 for existing public road

Section 10 - All Section 11 - All Section 13 - All Section 14 - All

Section 15 - Government Lots 1 and 2, N½ SW¼, N½, SE¼, less a strip for existing public

Section 16- Government Lot 1, N½, SW¼, SW¼, SE¼, N½ SE¼, less a strip for existing road

Section 17 - All

Section 18 - All

Section 19- N1/2 NW1/4, NE1/4, NE1/4 SE 1/4, S1/2 SE1/4, SW1/4

Section 20 - All

Section 21- Government Lot 1 being a portion of the NE¼ NE¼, Government Lot 1 being a portion of the SE¼ SW¼, NW¼, W½ NE¼, SE¼ NE¼, N½ SE¼, SE¼ SE¼, N½ SW¼, SW¼ SW¼

Section 22- Government Lots 1 and 2, S½ NW¼, NE¼, S½, less a strip in NE¼ NE¼ for existing public road

Section 23- All, less a strip in the SW¼ NE¼, NW¼ NW¼, S½ NW¼, NE¼ SW¼, NW¼ SE¼ and S½ SE¼ for existing public road

Section 24 - N1/2, SW1/4, N1/2 SE1/4 4, SW1/4 SE1/4

Section 26- N½, less a strip for highway in NE¼ NE¼

Section 27 - N½ NE1/4

Section 28 - Government Lots 7 and 8

All being in Township 39 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon

KH-577.004

The following described property in Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

Section 18: All

Section 19: N1/2; SE1/4; E1/2 SW1/4

Section 20: N1/2; NW1/4 SE1/4; W1/2 SW1/4

KH-577.018TR

The following described property in Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

Section 19:

That portion of the NW1/4 SW1/4 being 60 feet wide more particularly described in Volume 91, Page 621, Deed Records of Klamath County, Oregon

KH-577.108

The following described property in Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

Section 30: NE1/4 NE1/4

KH-577.500TR

In Township 39 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon:

Section 29: Government Lots 1, 2, 3, 4, 5, 6 and 7,

EXCEPT the following described tract of land:

Parts of Lots 1, 2, and 3 of Section 29, Township 39 South, Range 7 East of the Willamette Meridian, more particularly described as follows:

Beginning at the section corner common to Sections 19, 20, 29 and 30, Township 39 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon; thence South 0°02'53" East, along the West line of Section 29, a distance of 1,805.49 feet to the true point of beginning of this description; thence South 75°57'45" East a distance of 48.18 feet to a point; thence North 84°47'58" East a distance of 653.11 feet to a point; thence North 6°51'53" East to the intersection with the 1/16 Section line between the Northwest Quarter of the Northwest Quarter and Lot 1 a distance of 443.51 feet to an iron pin; thence East along the said 1/16 Section line a distance of 446.09 feet to an iron pin; thence South 11°33'51" East a distance of 548.51 feet to an iron pin; thence North 78°04'23" East a distance of 2,490.78 feet to a point in Lot 3 from which point the Northeast corner of said Section 29 bears North 48°22'12" East a distance of 2,082.39 feet; thence South 0°24'58" East to the intersection with the Meander Line along the right bank of the Klamath River, a distance of 365 feet, more or less; thence Westerly along the Meander Lines of said Lots 1, 2 and 3 to the intersection with the West line of said Section 29; thence North along the West line of said Section 29, a distance of 485 feet, more or less to the true point of beginning.

ALSO EXCEPT Parts of Lots 6 and 7 of Section 29, Township 39 South, Range 7 East of the Willamette Meridian, more particularly described as follows:

Beginning at the section corner common to Sections 20, 21, 28 and 29, Township 39 South, Range 7 East of the Willamette Meridian; thence South 48°22'12" West a distance of 2,082.39 feet to a point marked by an iron pin and designated as "LB-14"; thence South 0°24'58" East a distance of 868.91 feet to a point marked by an iron pin in Lot 6, said point being the true point of beginning of this description; thence North 82°03'08" West a distance of 876.03 feet to a point marked by an iron pin; thence South 58°29'02" West to the intersection with the South line of said Lot 7, a distance of 1,015 feet, more or less; thence West along the South line of said Lot 7, a distance of 700 feet, more or less to the West line of Lot 7; thence North along the West line of said Lot 7 to the intersection with the Meander line along said Lot 7, a distance of 130 feet, more or less; thence Easterly along the Meander lines of said Lots 7 and 6 to the intersection with the line bearing South 0°24'58" East between said point "LB-14" and the true point of beginning; thence South 0°24'58" East along said line, a distance of 188.91 feet, more or less, to the true point of beginning.

KH-577-501TR

NW¼ NE¼ EXCEPT the SW¼ NW¼ NE¼; Government Lots 1, 2, 3, and 4; N½ NE¼ NE¼ NW¼; NW¼ NE¼ NW¼; NW¼ NW¼; S½ NW¼; NE¼ SW¼; W½ SW¼; and SE¼ SW¼

EXCEPTING therefrom parts of Government Lots 2 and 1; the E½ of SW¼ and of Government Lots 3 and 4 of Section 30 and the NW¼ of NE¼ of Section 31; more particularly described as follows:

Beginning at the Northeast comer of said Section 30; thence South 0°08' West along the East line of said Section for a distance 1,812.82 feet to a point marked by a copper-nickel pipe, 5/8 inch in diameter and 40 inches in length, set in a rock mount, said point being the true point of beginning of this description; thence South 86°17' West for 0.92 feet to a point marked by an iron pipe, 3/4 inch in diameter, driven flush with the ground and designated WT 8, said iron pipe, as are all other iron pipes mentioned in this description, being referenced by a copper-nickel pipe, 5/8 inch in diameter and 40 inches in length, driven adjacent thereto until its top is 10 inches above the ground; thence North 75°46' West for a distance of 460.81 feet to a point marked by an iron pipe, 3/4 inch in diameter, driven flush with the ground and designated as WT 7; thence South 72°24' West for a distance of 1,183,71 feet to a point marked by an iron pipe, 3/4 inch in diameter, driven flush with the ground and designated as WT 6; thence North 75°06' West for a distance of 516.19 feet to a point marked by an iron pipe, 3/4 inch in diameter, driven flush with the ground and designated as WT 5; thence South 36°06' West for a distance of 1,396.82 feet to a point marked by an iron pipe, 3/4 inch in diameter, and driven flush with the ground and designated WT 4; thence South 2°46' West for a distance of 1,031.45 feet to a point marked by an iron pipe, 3/4 inch in diameter, driven flush with the ground and designated as WT 3; thence South 41°00' East (at distance of 1,540.84 feet crossing the South line of said Section 30 at a point which is 767.05 feet distant South 88°34' East from the South quarter corner thereof) for a distance of 1,542.89 feet to a point marked by an iron pipe, 3/4 inch in diameter, driven flush with the ground and designated WT 2; thence South 39°59' East for a distance of 660.00 feet to a point marked by a copper-nickel pipe, 5/8 inch in diameter and 40 inches in length, driven in the ground until its top is 10 inches above the ground: thence: continuing South 39°59' East for a distance of 195 feet, more or less, to a point on the East line of the NW1/4 of NE1/4 of said Section 31; thence North along said East line for a distance of 640 feet, more or less, to the Northeast corner of said NW1/4 NE1/4; thence East along the South line of said Section 30 to the Southeast corner of said Government Lot 4: thence Northerly along the Easterly line of said Government Lot 4, the Easterly line of said Government Lot 3, and the Southeasterly line of said Government Lot 2 to the Southwest corner of said Government Lot 1; thence Easterly along the South line of said Government Lot 1 to the Southeast corner thereof; thence North along the East line of said Section 30 to the true point of beginning of this description, containing 96.59 acres, more or less, 12.51 acres of which are in said Government Lot 2, 8.51 acres in said Government Lot 1, 5.53 acres in the NE¼ of SW¼, and 2.19 acres in the SE¼ of SW¼ of said Section 30, 31.91 acres in said Government Lot 3, 31.64 acres in said Government Lot 4, and 4.30 acres in said NW1/4 of NE1/4: and also, all accretion lands inuring to the parts of said Government Lots 2, 1, 3 and 4 above described by operation of law. All being in Township 39 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

KH-577.502TR

NE¼ NW¼, NW¼ NE½ EXCEPTING therefrom parts of Government Lots 2 and 1, the E½ of SW¼, and Government Lots 3 and 4 of Section 30 and the NW¼ of NE¼ Section 31, more particularly described as follows:

Beginning at the Northeast comer of said Section 30; thence South 0°08' West along the East line of said Section for a distance 1,812.82 feet to a point marked by a copper-nickel pipe, 5/8 inch in diameter and 40 inches in length, set in a rock mount, said point being the true point of beginning

of this description; thence South 86°17' West for 0.92 feet to a point marked by an iron pipe, 3/4 inch in diameter, driven flush with the ground and designated WT 8, said iron pipe, as are all other iron pipes mentioned in this description, being referenced by a copper-nickel pipe, 5/8 inch in diameter and 40 inches in length, driven adjacent thereto until its top is 10 inches above the ground; thence North 75°46' West for a distance of 460.81 feet to a point marked by an iron pipe, 3/4 inch in diameter, driven flush with the ground and designated as WT 7; thence South 72°24' West for a distance of 1,183.71 feet to a point marked by an iron pipe, 3/4 inch in diameter, driven flush with the ground and designated as WT 6; thence North 75°06' West for a distance of 516.19 feet to a point marked by an iron pipe, 3/4 inch in diameter, driven flush with the ground and designated as WT 5; thence South 36°06' West for a distance of 1,396.82 feet to a point marked by an iron pipe, 3/4 inch in diameter, and driven flush with the ground and designated WT 4; thence South 2°46' West for a distance of 1,031.45 feet to a point marked by an iron pipe, 3/4 inch in diameter, driven flush with the ground and designated as WT 3; thence South 41°00' East (at distance of 1,540.84 feet crossing the South line of said Section 30 at a point which is 767.05 feet distant South 88°34' East from the South quarter corner thereof) for a distance of 1,542.89 feet to a point marked by an iron pipe, 3/4 inch in diameter, driven flush with the ground and designated WT 2: thence South 39°59' East for a distance of 660.00 feet to a point marked by a copper-nickel pipe, 5/8 inch in diameter and 40 inches in length, driven in the ground until its top is 10 inches above the ground: thence: continuing South 39°59' East for a distance of 195 feet, more or less, to a point on the East line of the NW¼ of NE¼ of said Section 31; thence North along said East line for a distance of 640 feet, more or less, to the Northeast corner of said NW1/4 NE1/4; thence East along the South line of said Section 30 to the Southeast corner of said Government Lot 4; thence Northerly along the Easterly line of said Government Lot 4, the Easterly line of said Government Lot 3, and the Southeasterly line of said Government Lot 2 to the Southwest corner of said Government Lot 1: thence Easterly along the South line of said Government Lot 1 to the Southeast corner thereof; thence North along the East line of said Section 30 to the true point of beginning of this description.

Containing 96.59 acres, more or less, 12.51 acres of which are in said Government Lot 2, 8.51 acres in said Government Lot 1, 5.53 acres in the NE¼ of SW¼, and 2.19 acres in the SE¼ of SW¼ of said Section 30, 31.91 acres in said Government Lot 3, 31.64 acres in said Government Lot 4, and 4.30 acres in said NW¼ of NE¼; and also, all accretion lands inuring to the parts of said Government Lots 2, 1, 3 and 4 above described by operation of law. All being in Township 39 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

KH-577.503TR

A portion of Government Lots 1 through 5, SW¼ NE¼; NW¼ NW¼; S½ NW¼; N½ SW¼; SW¼ SW¼ all in Section 31, Township 39 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

KH-643.000 KH-644.000

Parcel 2 of Land Partition 31-97 situated in a portion of Sections 13, 14, 22, 23, 24, 26 and 27, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, and a portion of Sections 18 and 19, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

KH-612.000TR

Section 27 - A 66 foot wide strip in the SW½ NE½, NE½ SW½, Government Lots 1, 2, 7 and 8, NW½ SE½, SE½ NE½

Section 28 - A 66 foot wide strip in Government Lots 2 and 3 as described in Volume 78, Page 597, Microfilm Records of Klamath County, Oregon

Section 31 - A 66 foot wide strip in SW¼ NW¼, NE¼ SW¼, Government Lot 2; a 80 foot wide strip in NE¼ SW¼; a 66 foot wide strip in Government Lots 5, 7, 8 and 9, less public roads and highways

Section 32 - An 80 foot wide strip in Government Lots 7, 8, 9 and 12 as described in Volume 85, page 104, Deed Records of Klamath County, Oregon, and a 66 foot wide strip in Government Lot 11

Section 33 - An 80 foot wide strip in Government Lot 5, SW1/4 NE1/4, Government Lots 6 and 4, and NE1/4 SW1/4

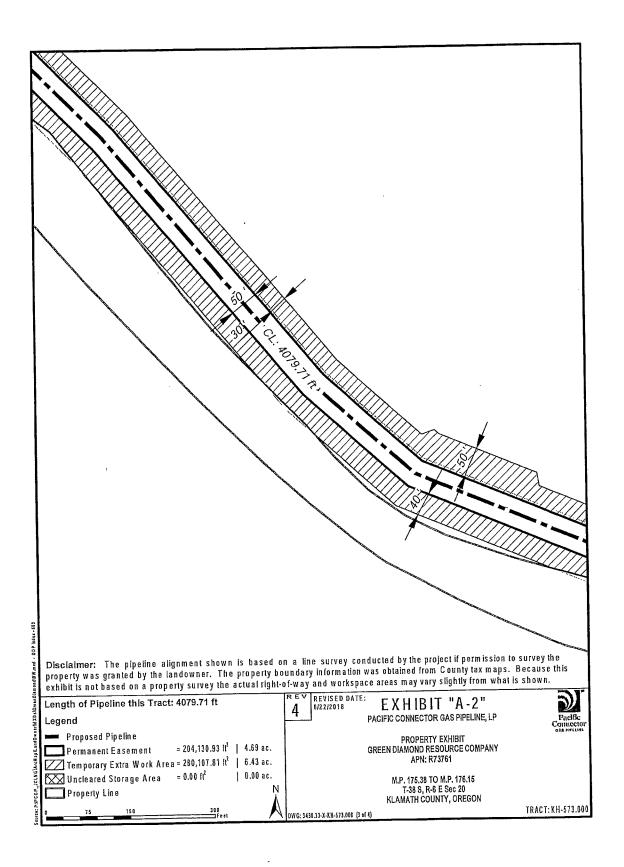
All being in Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

Section 5 – A 66 foot wide strip in Section 05, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon

	C1: 686.44 R.	
property was granted by the landowner. The property exhibit is not based on a property survey the actual right. Length of Pipeline this Tract: 686.44 ft. Legend Proposed Pipeline Permanent Easement = 34,347.74 ft 0.79 ac. Temporary Extra Work Area = 34,967.46 ft 0.80 ac. Uncleared Storage Area = 0.00 ft 0.00 ac.	on a line survey conducted by the project if permission to suboundary information was obtained from County tax maps. Bent-of-way and workspace areas may vary slightly from what is started to the survey of the sur	cause this
Property Line	KLAMATH COUNTY, OREGON	RACT: KH-572.000

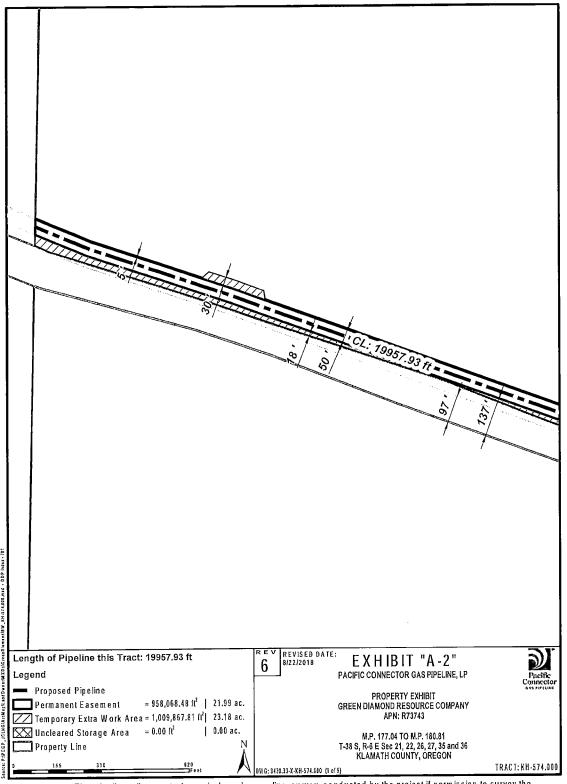
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Length of Pipeline this Tract: 4079.71 ft Revised Date:	
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0 75 150 300 DWG:3430.33.4XH-573.000 (1 of 4)	TRACT: KH-573.000

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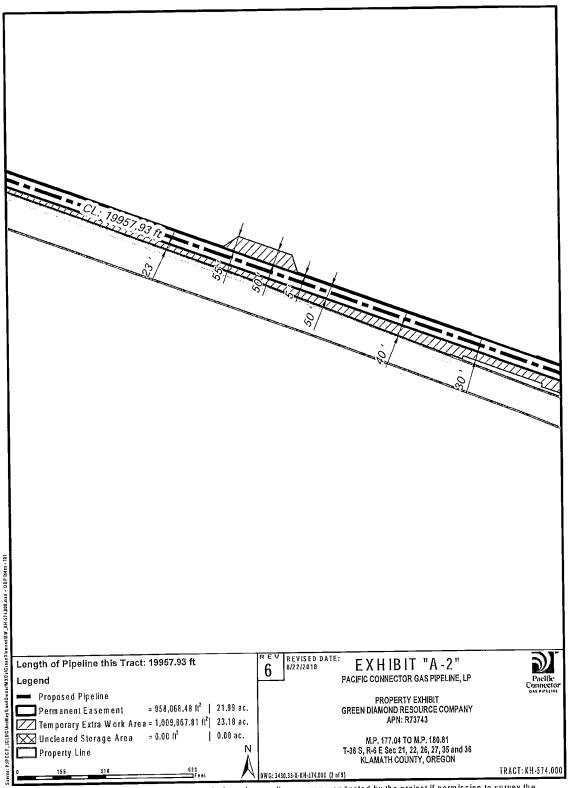


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CL: 4079.71 ft	
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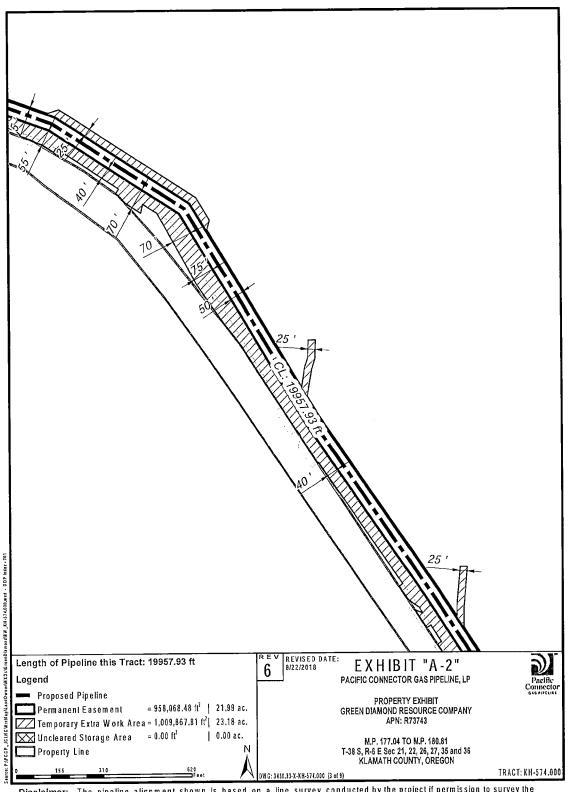
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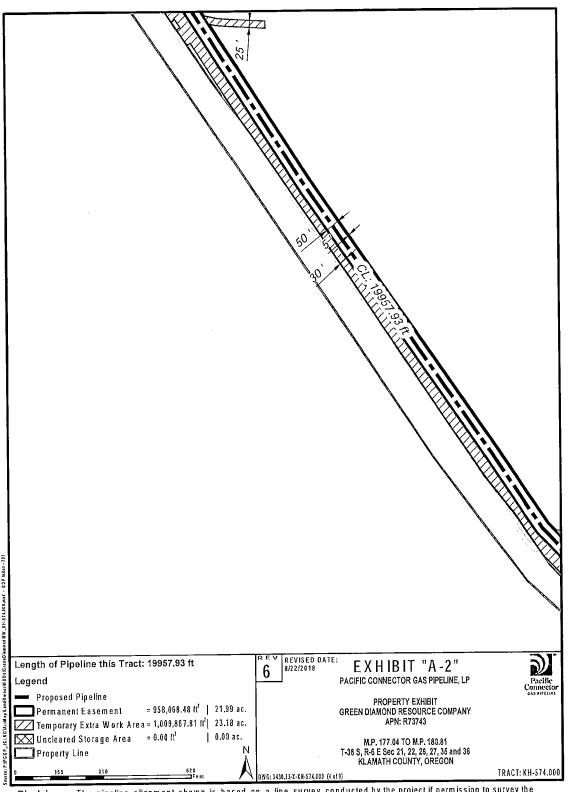
Disclaimer: The pipeline alignment shown is based on a line survey conducted by the project if permission to survey the property was granted by the landowner. The property boundary information was obtained from County tax maps. Because this exhibit is not based on a property survey the actual right-of-way and workspace areas may vary slightly from what is shown.



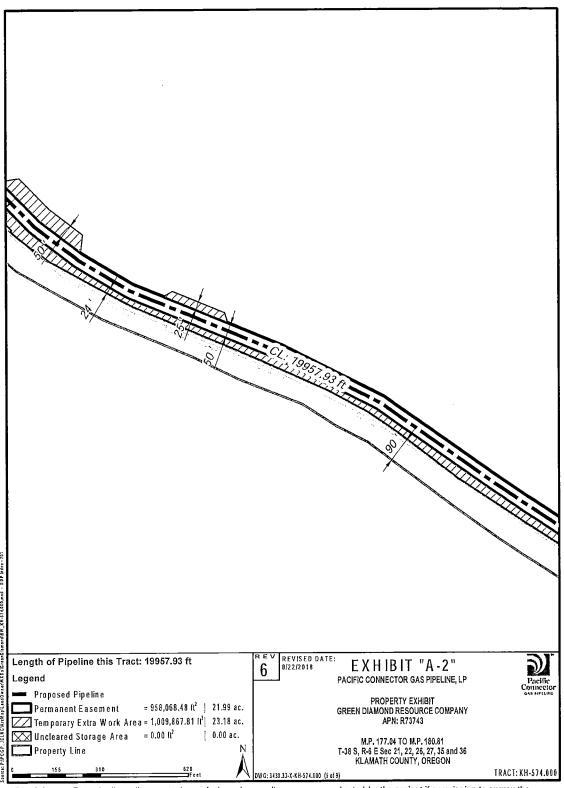
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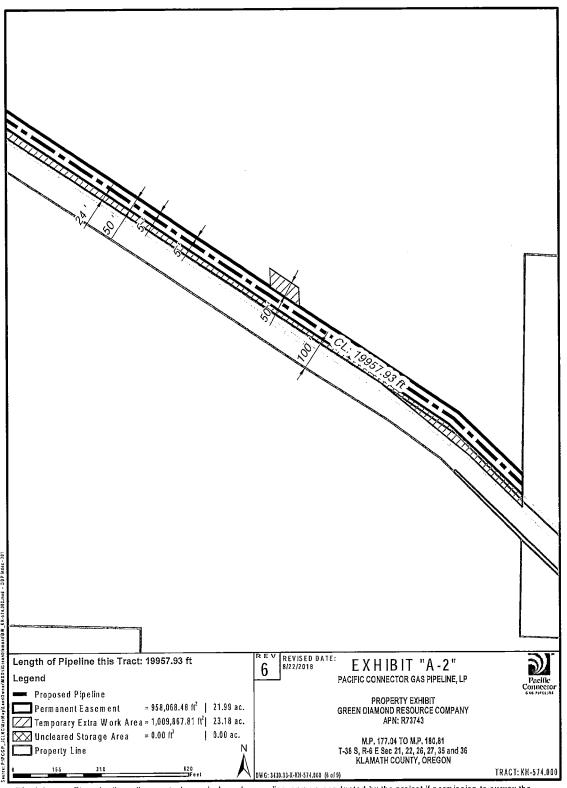


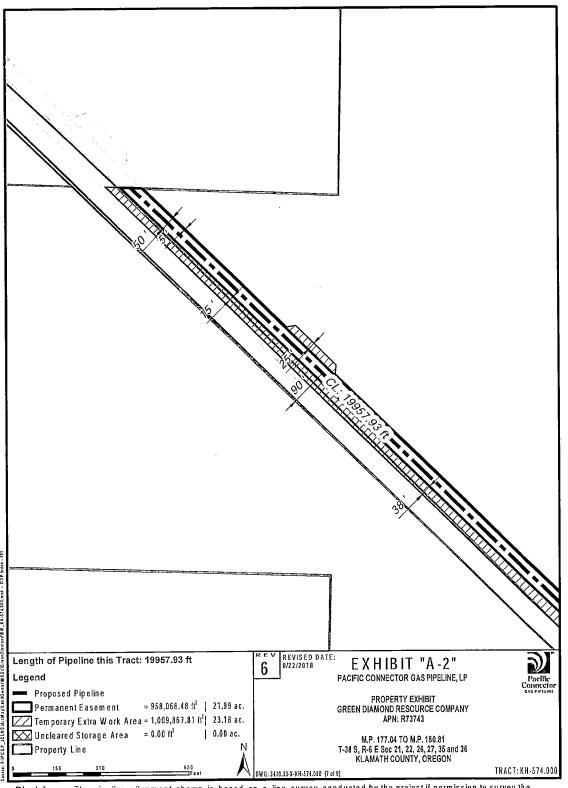
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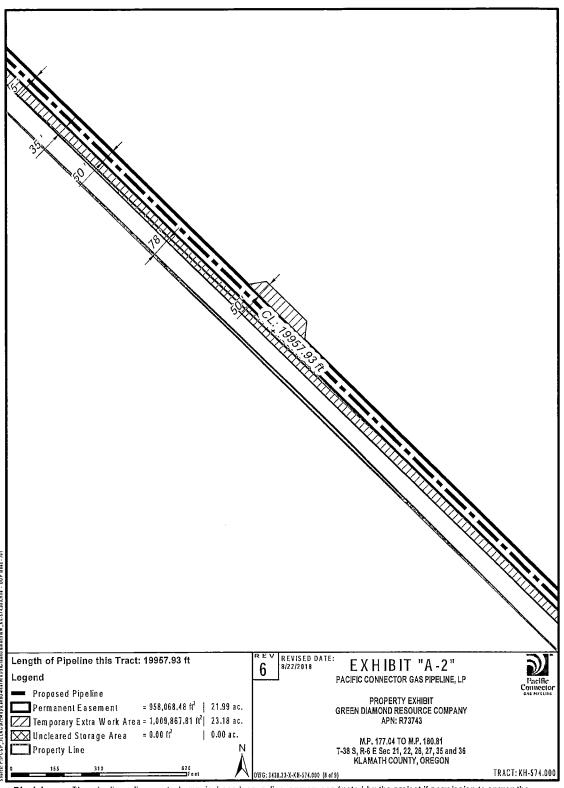


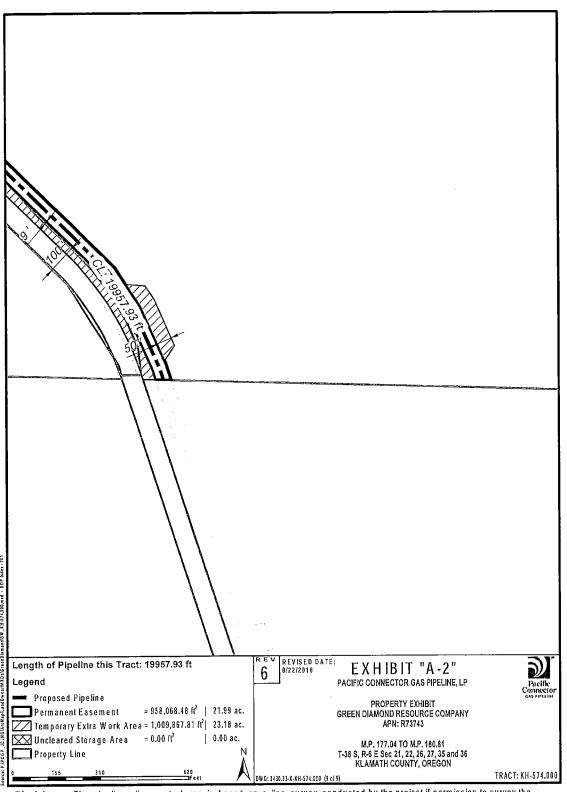
Disclaimer: The pipeline alignment shown is based on a line survey conducted by the project if permission to survey the property was granted by the landowner. The property boundary information was obtained from County tax maps. Because this exhibit is not based on a property survey the actual right-of-way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



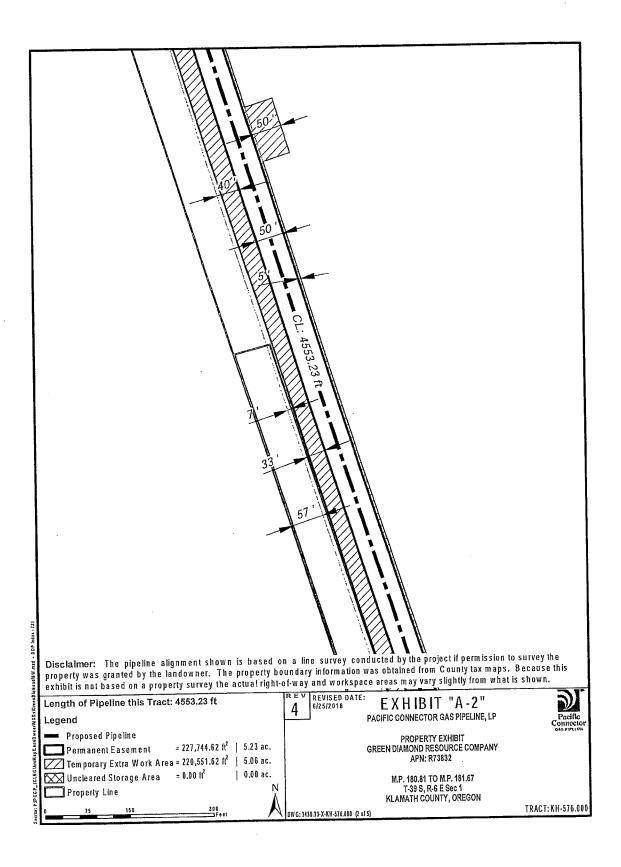


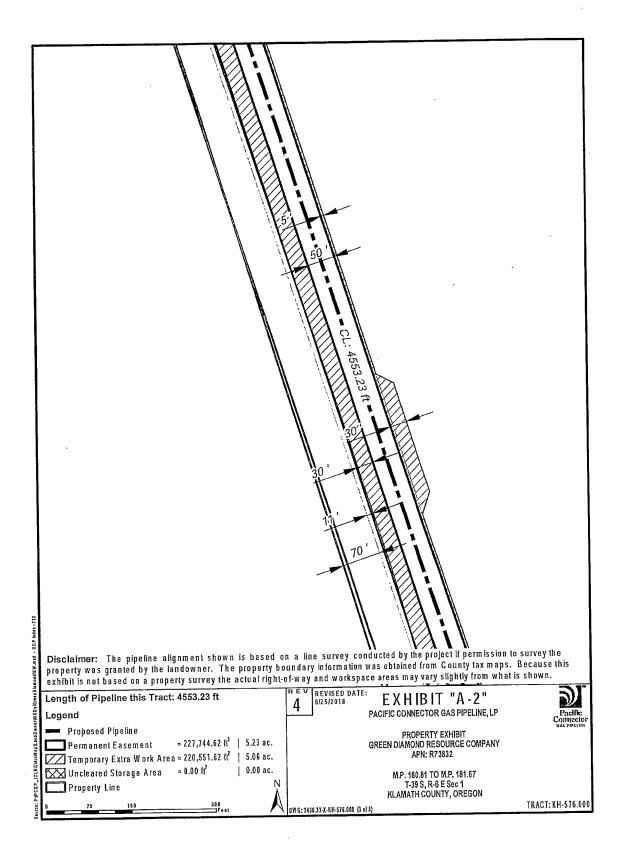


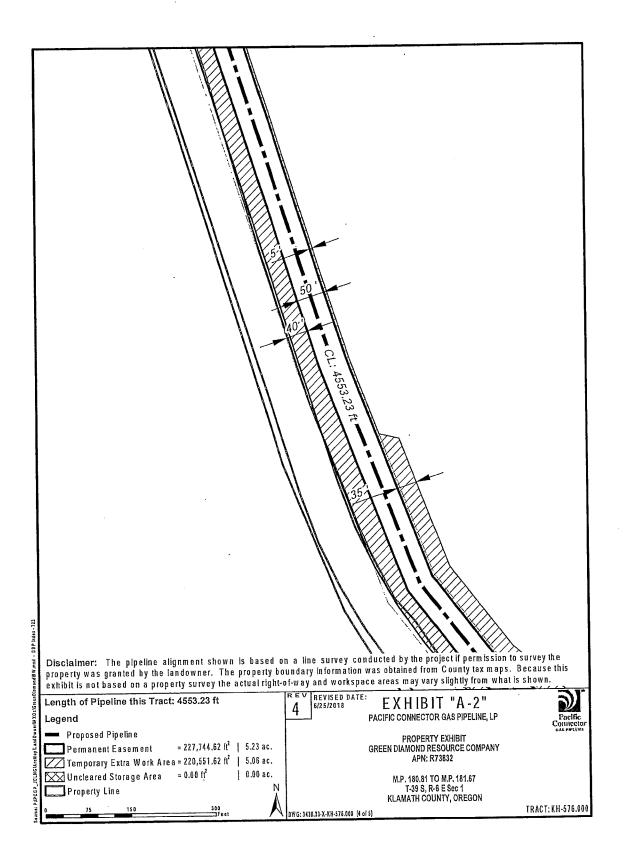


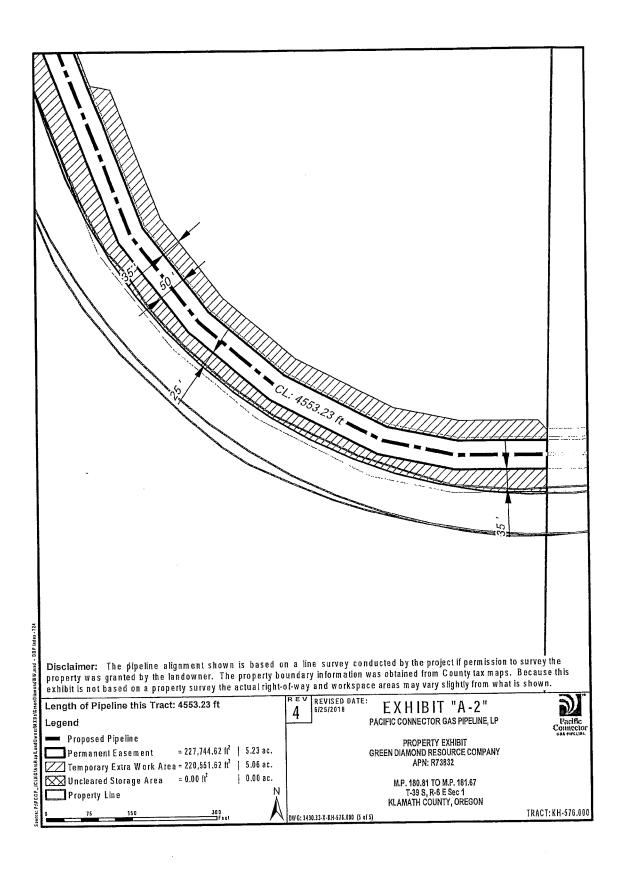


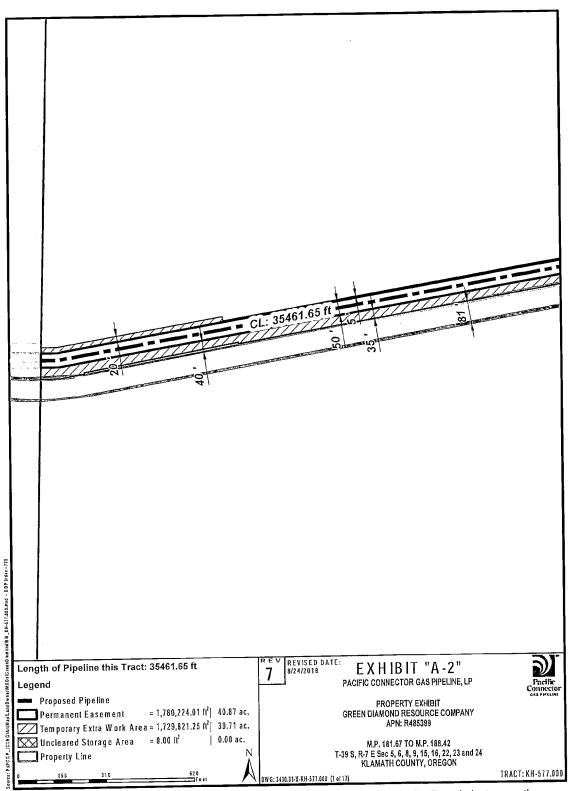
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	CL: 4553.23 ft.	
Disclaimer: The pipeline alignment shown is base	d on a line survey conducted by the project if permission to	o survey the
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Length of Pipeline this Tract: 4553.23 ft Legend Proposed Pipeline Permanent Easement = 227,744.62 ft² 5.23 ac ZZ Temporary Extra Work Area = 220,551.62 ft² 5.06 ac	PACIFIC CONNECTOR GAS PIPELINE, LP PROPERTY EXHIBIT GREEN DIAMOND RESOURCE COMPANY APN: R73832	Pacific Connector CALPUCLIAL
च्चे ⊠ Uncleared Storage Area = 0.00 ft² 0.00 ac	M.P. 180.81 TO M.P. 181.67	

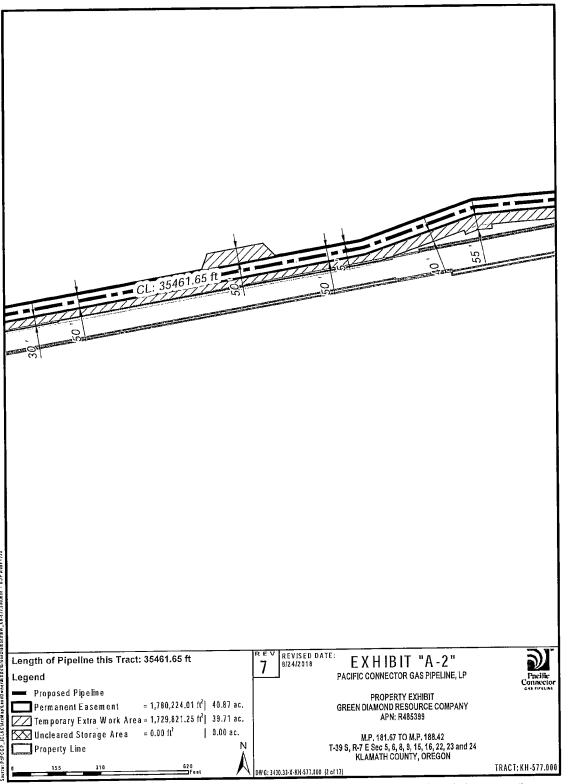




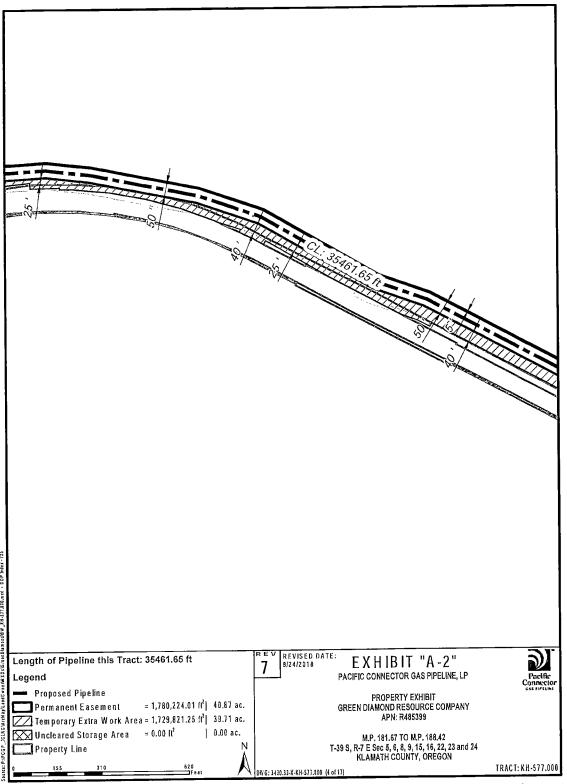


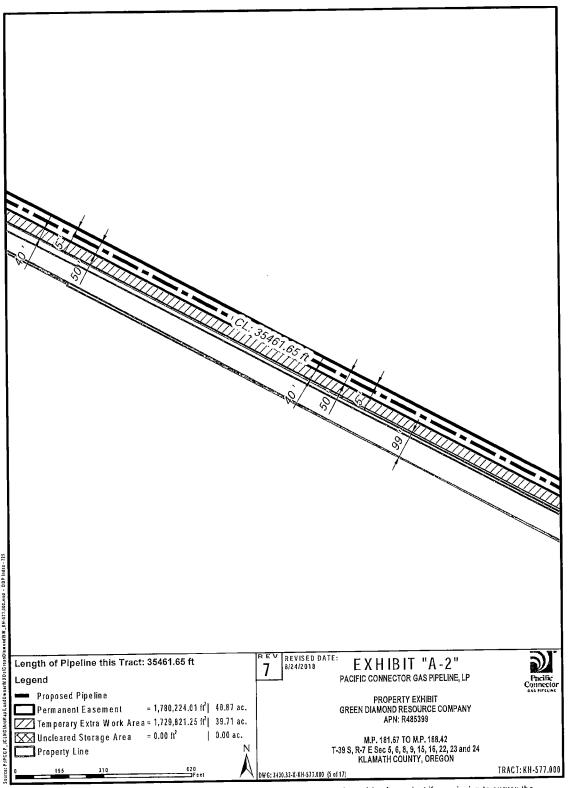


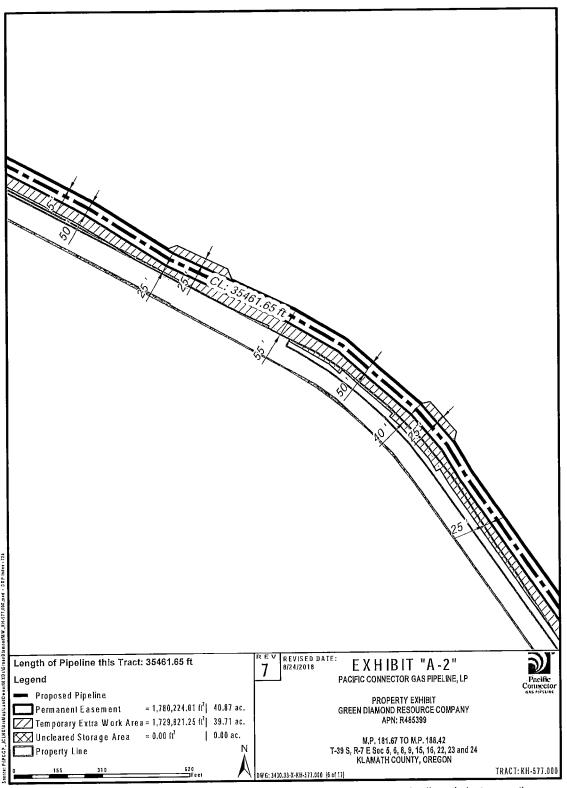


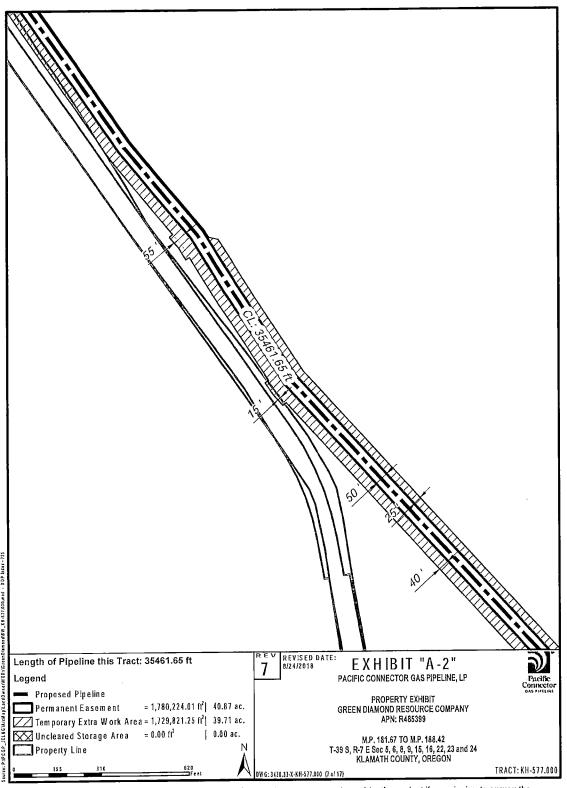


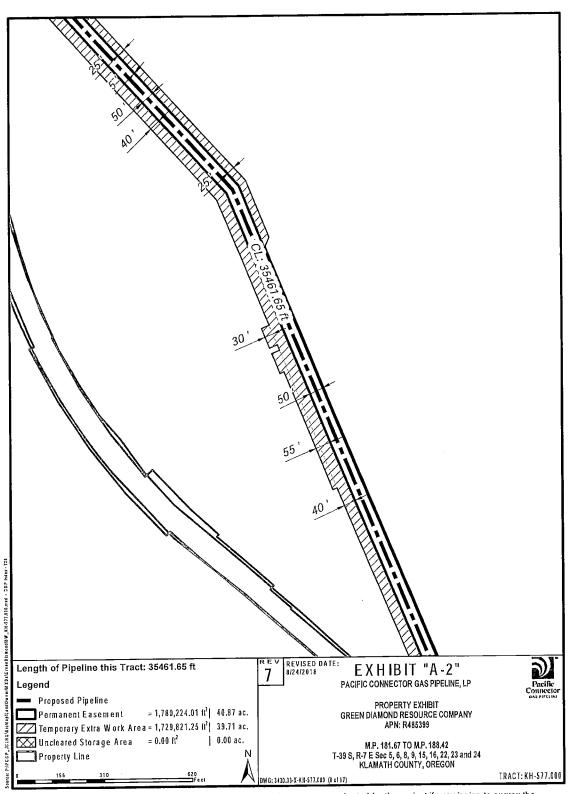
CL: 35461.65 ft		
Length of Pipeline this Tract: 35461.65 ft Legend Proposed Pipeline Permanent Easement = 1,780,224.01 ft ²	REVISED DATE: EXHIBIT "A - 2" PACIFIC CONNECTOR GAS PIPELINE, LF PROPERTY EXHIBIT GREEN DIAMOND RESOURCE COMPAN'	DAS PIFELORS
Temporary Extra Work Area = 1,729,821.25 ft ² Uncleared Storage Area = 0.00 ft ² Property Line	39.71 ac. 0.00 ac. N.P. 181.67 TO M.P. 188.42 T-39 S, R-7 E Sec 5, 6, 8, 9, 15, 16, 22, 23 and KLAMATH COUNTY, OREGON DWG: 3430.33 - X. K.H577.000 (3 of 17)	1 24 Tract: KH-577.000

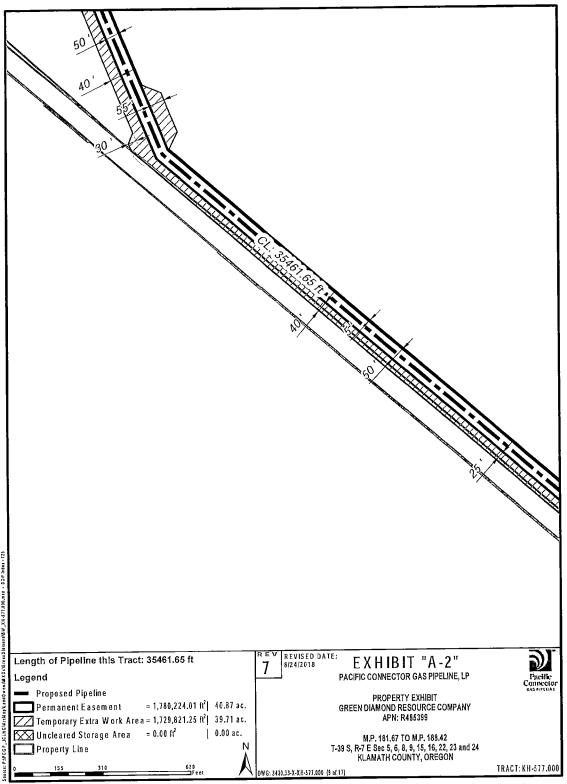


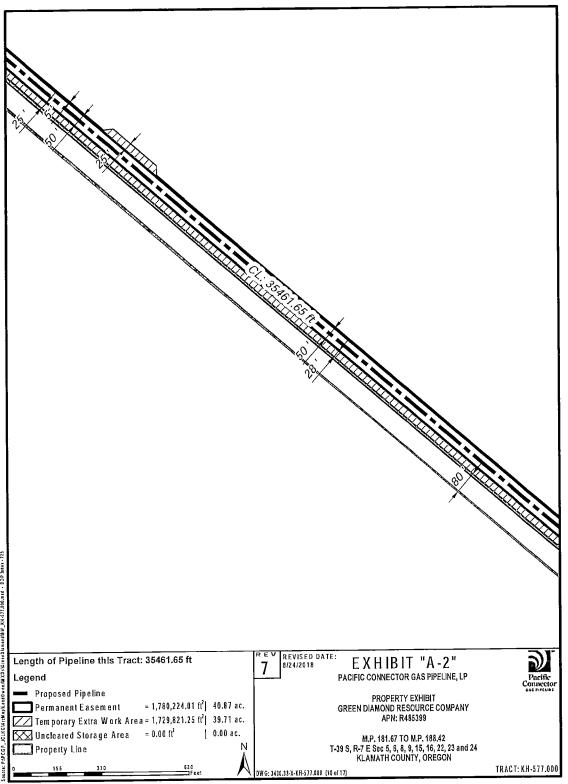


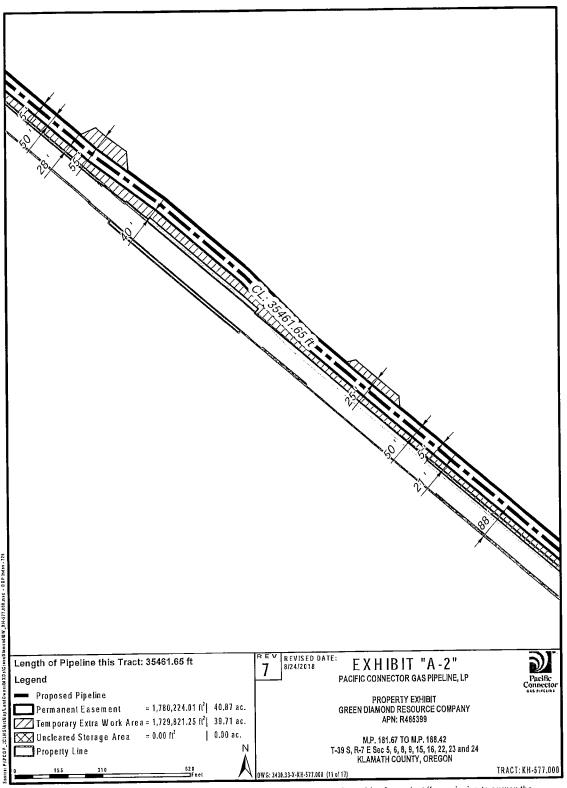


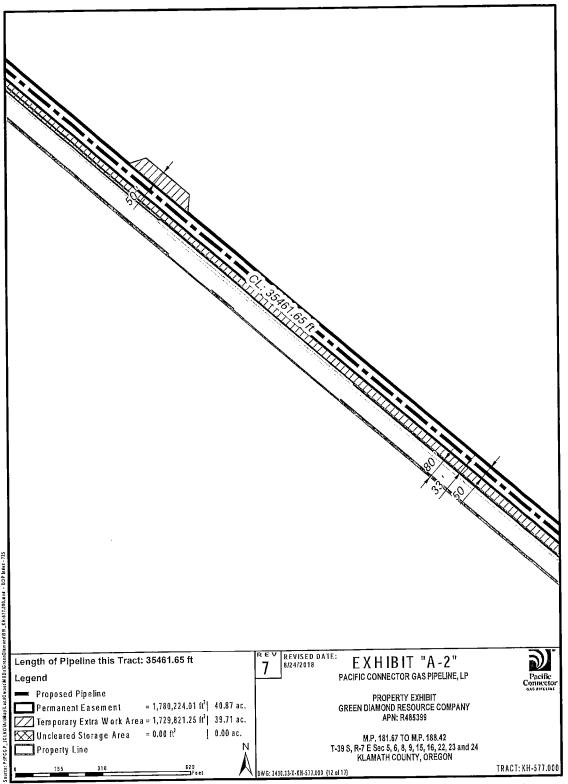


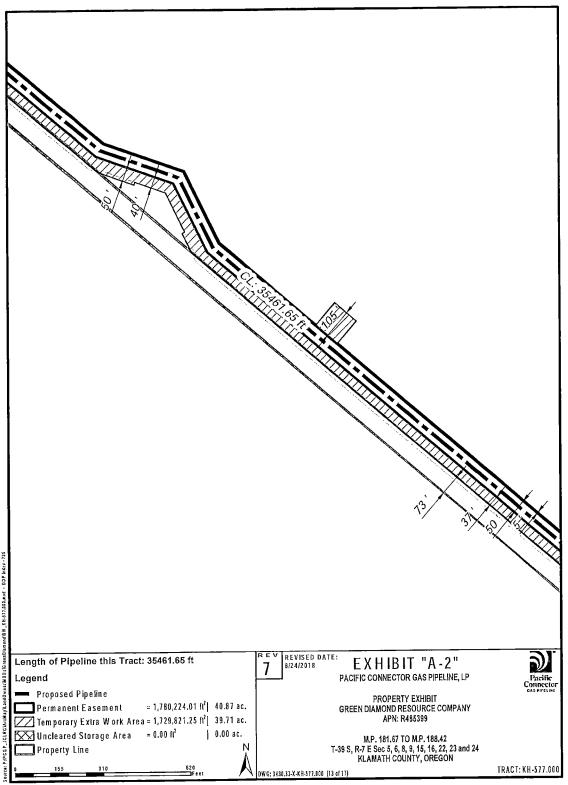


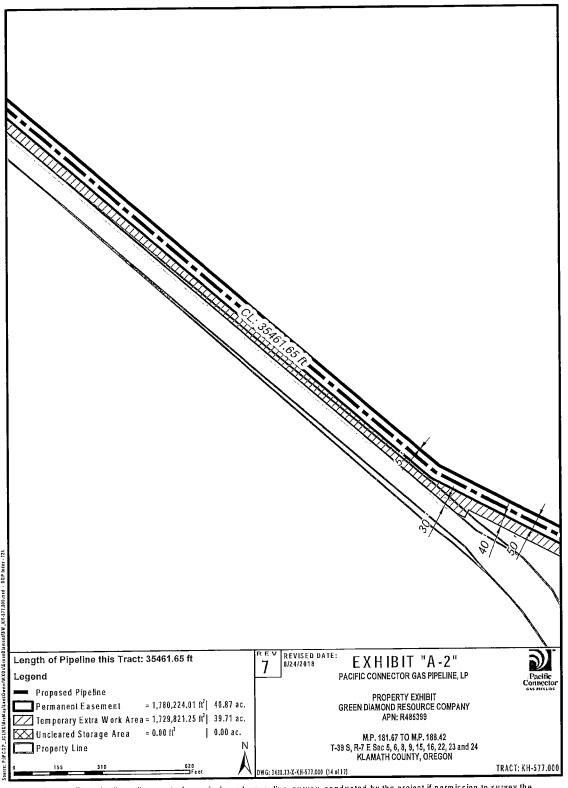


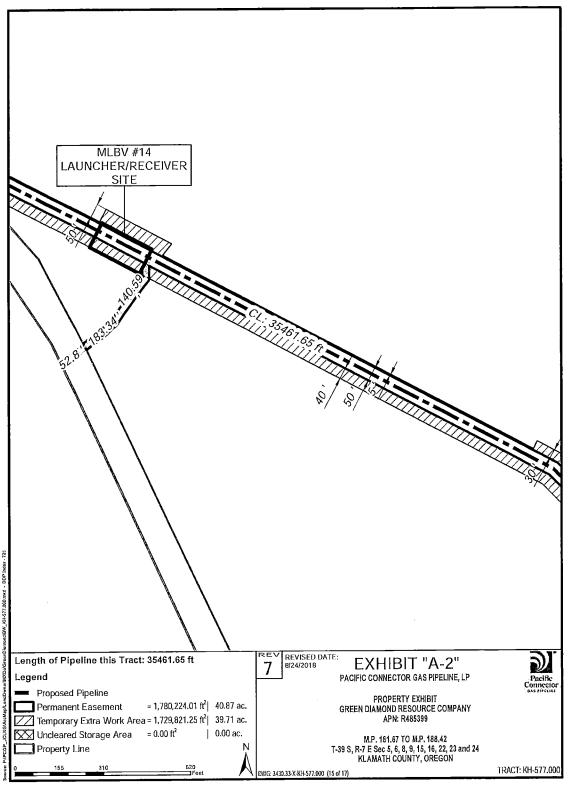


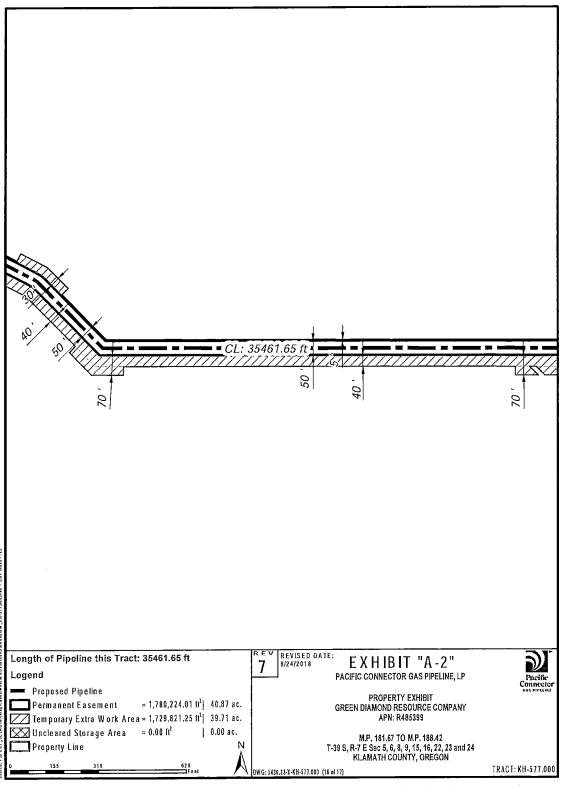


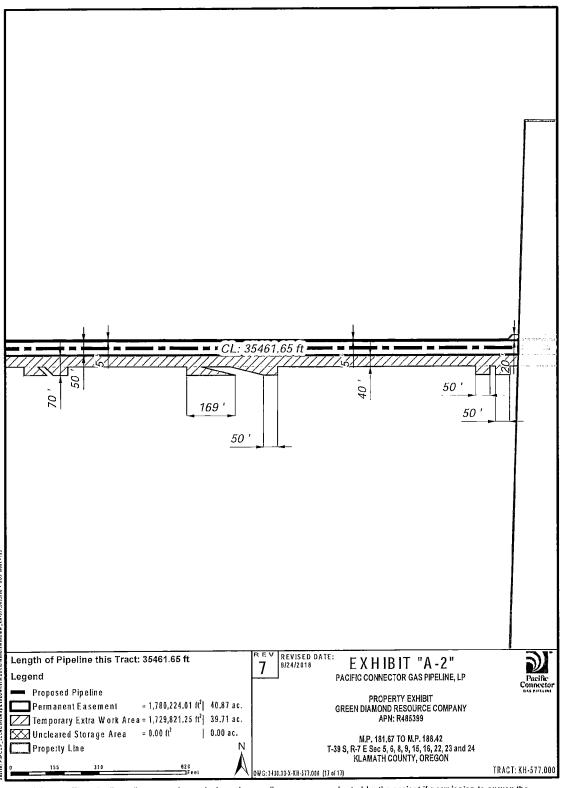


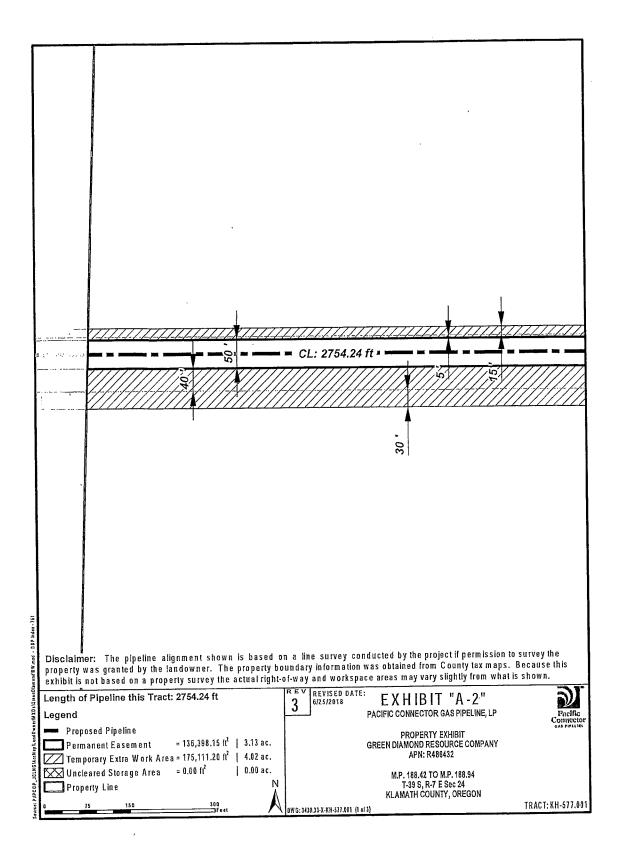




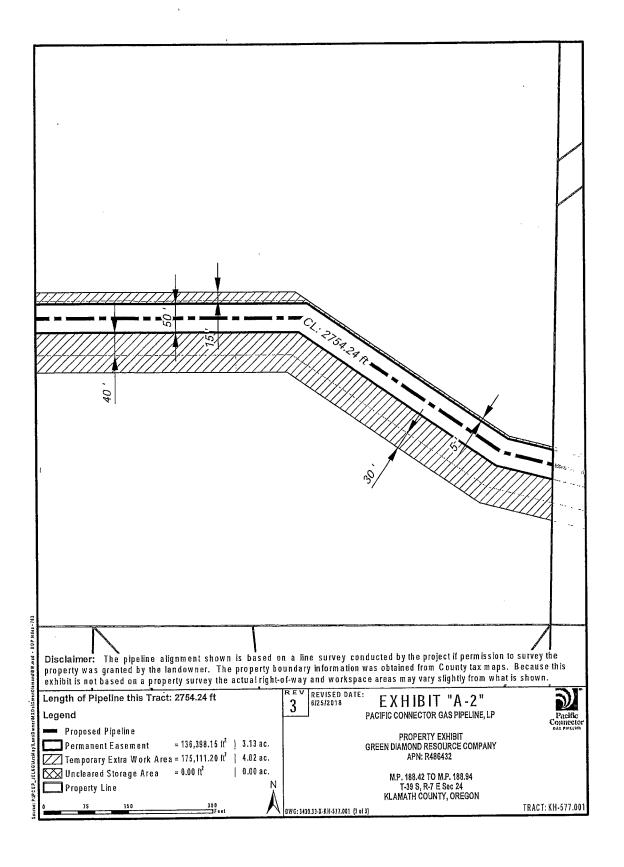


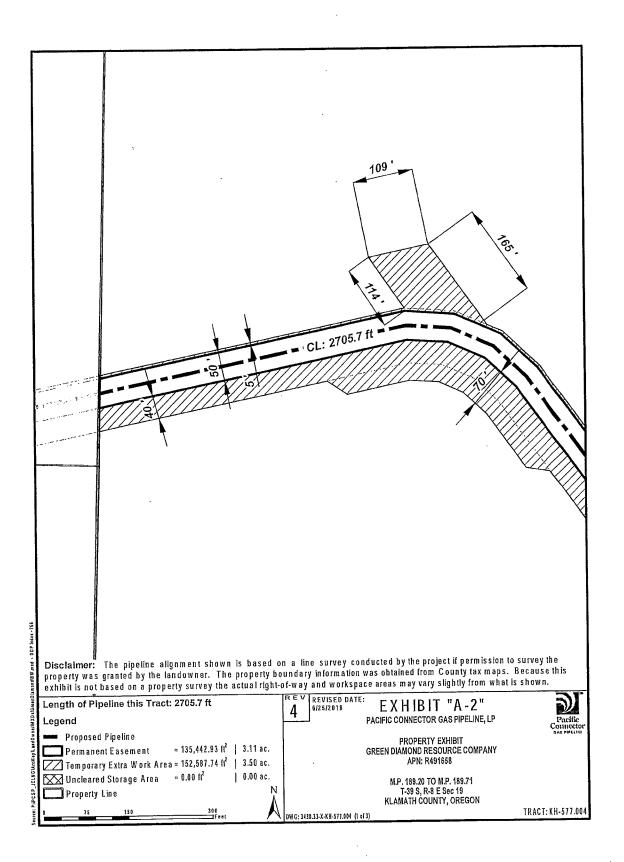






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Proposed Pipel Permanent Eas	sement = 136,398.15 ft ² ra Work Area = 175,111.20 ft ²	3.13 ac. 4.02 ac. 0.00 ac.	(PROPERTY EXH GREEN DIAMOND RESOUF APN: R486433 M.P. 188,42 TO M.P.	RCE COMPANY 2	



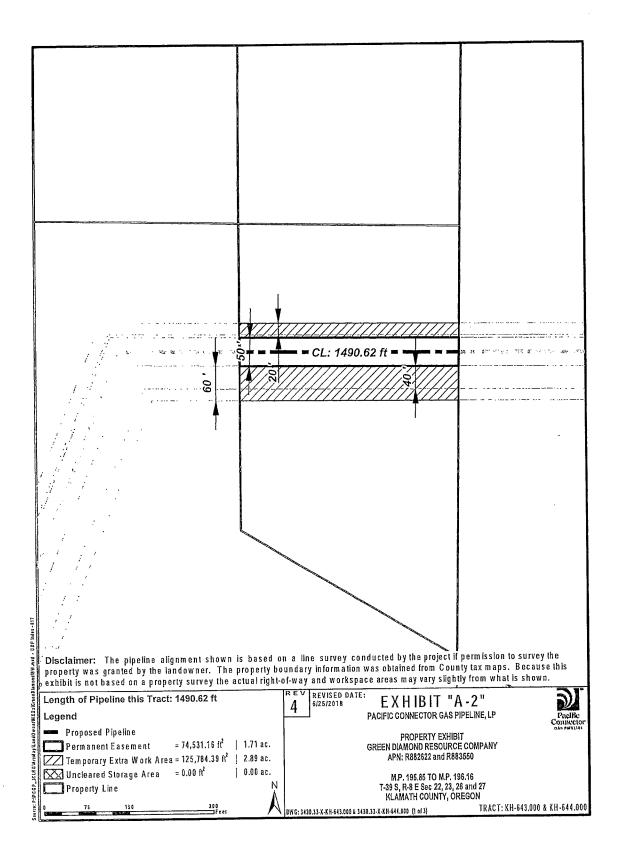


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property was granted by the landowner. The property bo	on a line survey conducted by the project if permission to survey the boundary information was obtained from County tax maps. Because this
exhibit is not based on a property survey the actual right- Length of Pipeline this Tract: 2705.7 ft Legend Proposed Pipeline	of-way and workspace areas may vary slightly from what is shown. REV REVISED DATE: EXHIBIT "A - 2" Pacific Connector GAS PIPELINE, LP Pacific Connector GAS PIPELINE, LP
Permanent Easement = 135,442.93 ft ² 3.11 ac. Temporary Extra Work Area = 152,587.74 ft ² 3.50 ac. Uncleased Storage Area = 0.00 ft ² 0.00 ac.	PROPERTY EXHIBIT GREEN DIAMOND RESOURCE COMPANY APN: R491658
Property Line N 0 75 150 300 Feet	M.P. 189.20 TO M.P. 189.71 T-39 S, R-8 E Sec 19 KLAMATH COUNTY, OREGON
Feel /\	DWG: 3430.33-X-KH-577.004 (2 of 3) TRACT: KH-577.004

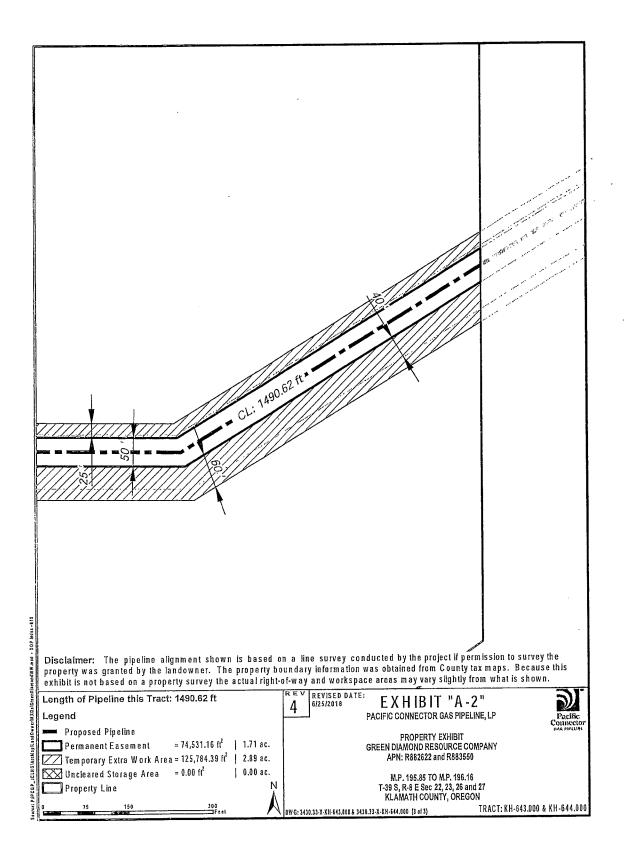
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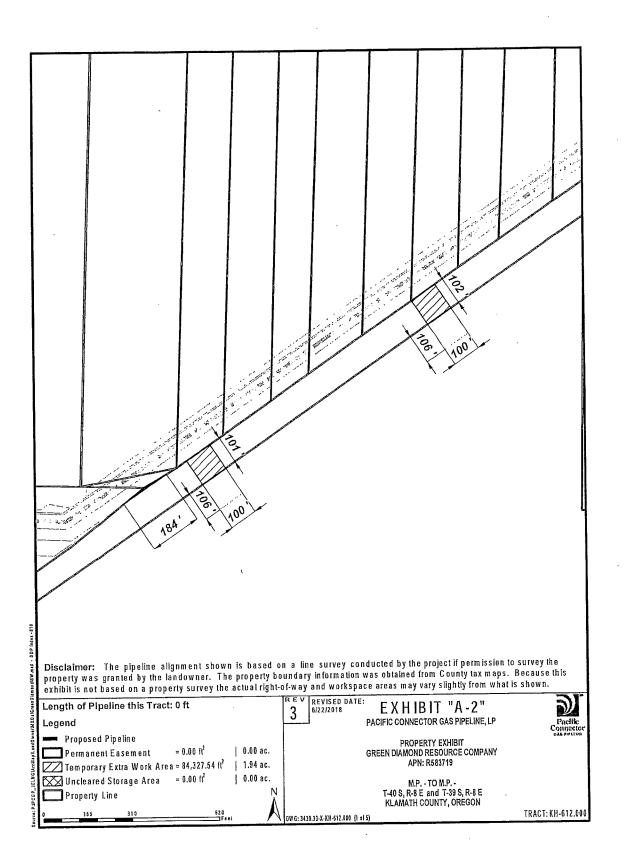
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a dd	Disclaimer: The pipeline alignment shown is based on a line survey conducted by the project if permission to survey the property was granted by the landowner. The property boundary information was obtained from County tax maps. Because this exhibit is not based on a property survey the actual right-of-way and workspace areas may vary slightly from what is shown.
א מיינים	Length of Pipeline this Tract: 2705.7 ft Legend Length of Pipeline this Tract: 2705.7 ft Legend REVISED DATE: PACIFIC CONNECTOR GAS PIPELINE, LP REVISED DATE: PACIFIC CONNECTOR GAS PIPELINE, LP Revised PACIFIC CONNECTOR GAS PIPELINE, LP
	PROPERTY EXHIBIT Permanent Easement = 135,442.93 (t² 3.11 ac. GREEN DIAMOND RESOURCE COMPANY Temporary Extra Work Area = 152,587.74 (t² 3.50 ac. APN: R491658
	0. 75 150 300 Prect DWG:3430.33-XXH-577.004 (3 of 3) TRACT: KH-577.004

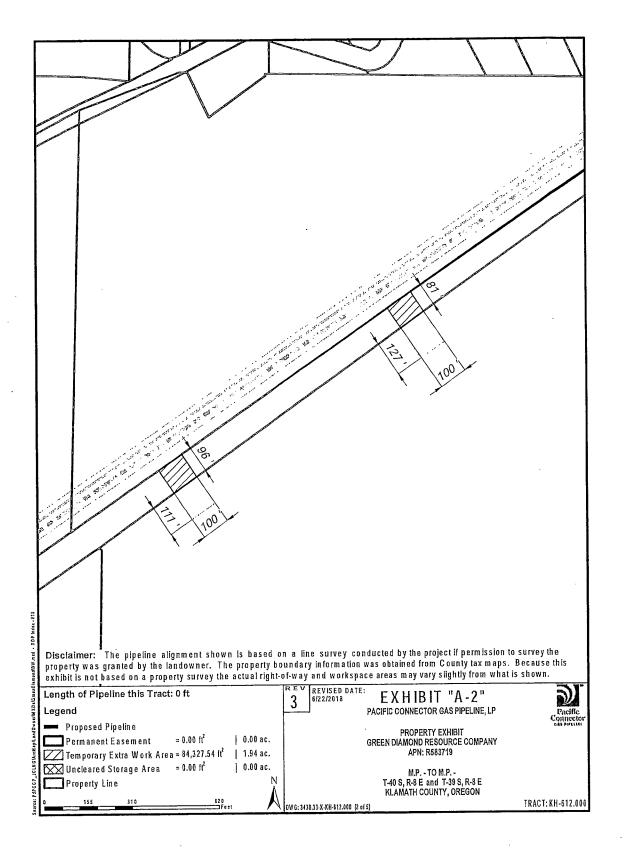
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property was granted by the landowner. The property exhibit is not based on a property survey the actual rigit. Length of Pipeline this Tract: 440.62 ft Legend Proposed Pipeline Permanent Easement = 22,029.53 ft ² 0.51 ac.	Officer branches transfer and and

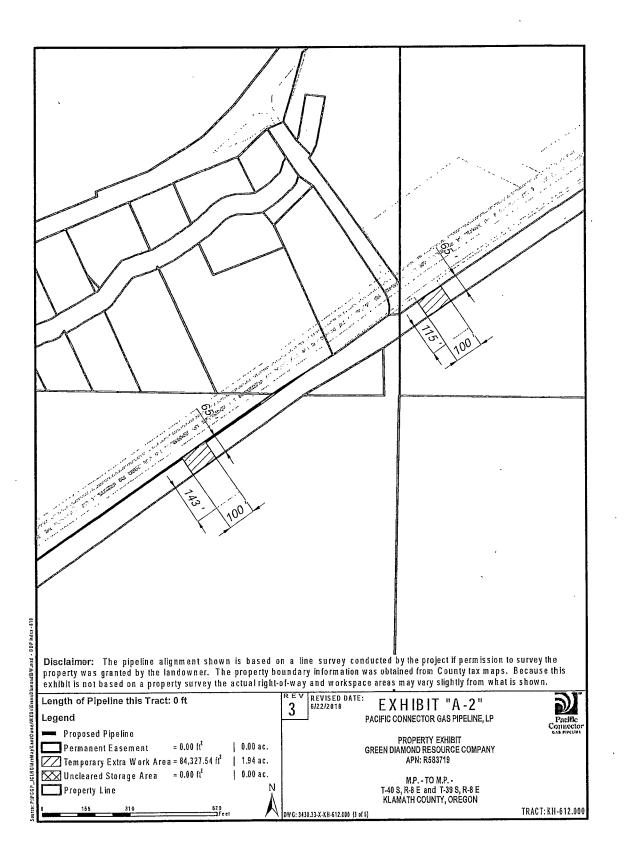


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nronerty was granted by t	he landowner. The property b	oundary information v -of-way and workspac	ducted by the project if permission vas obtained from County tax maps te areas may vary slightly from what	. Because this
Length of Pipeline this T	ract: 1490.62 ft	REVISED DATE: 6/25/2018	EXHIBIT "A-2" PACIFIC CONNECTOR GAS PIPELINE, LP	Pacific Connector
Proposed Pipeline Permanent Easement Z Temporary Extra Work			PROPERTY EXHIBIT GREEN DIAMOND RESOURCE COMPANY APN: R882622 and R883550	GA2 FIFELNE
Uncleared Storage Are Property Line 75 150	100 ac.		M.P. 195.85 TO M.P. 196.16 T-39 S, R-8 E Sec 22, 23, 26 and 27 KLAMATH COUNTY, OREGON	II 642 000 0 VII 644 000
	Feet /	DWG: 3430.33-X-KH-643.000 & 3430	1,33-X-KH-644,000 (2 ol 3) I KACT: K	H-643.000 & KH-644.000

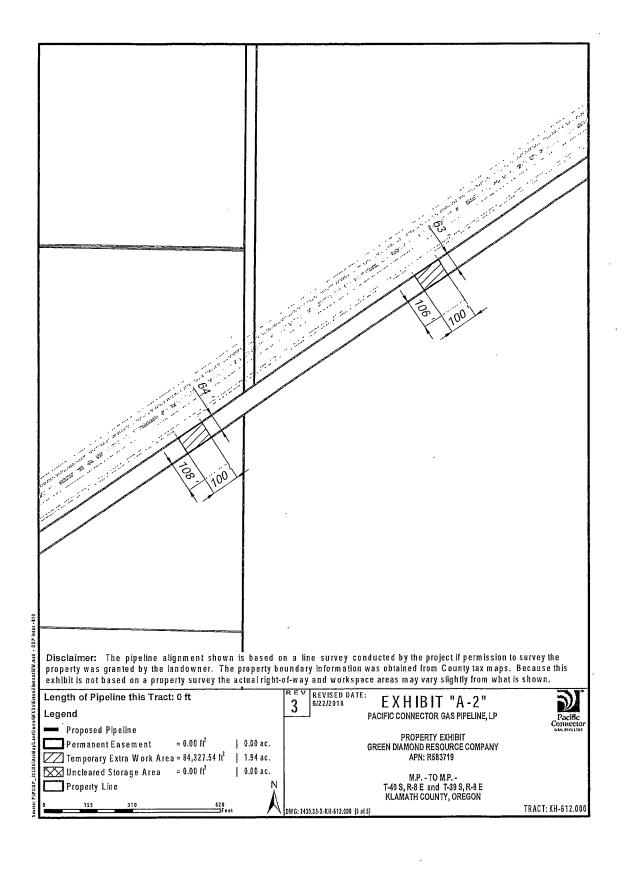








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Disclaimer: The pipeline alignment shown is based o property was granted by the landowner. The property bo exhibit is not based on a property survey the actual right-	oundary information was obtained from County tax maps.	Because this
Length of Pipeline this Tract: 0 ft	REVISED DATE: EXHIBIT "A-2"	<u> </u>
Legend Proposed Pipeline	PACIFIC CONNECTOR GAS PIPELINE, LP PROPERTY EXHIBIT	Pacific Connector
Permanent Easement = 0.00 ft² 0.00 ac. Temporary Extra Work Area = 84,327.54 ft² 1.94 ac.	GREEN DIAMOND RESOURCE COMPANY APN: R583719	
Uncleared Storage Area = 0.00 ft ² 0.00 ac. Property Line N	M.P TO M.P T-40 S, R-8 E and T-39 S, R-8 E	
0 155 310 620 Feet	KLAMATH COUNTY, OREGON DWG:3430.33-X-XH-612.000 (4 o15)	TRACT: KH-612.000



PACIFIC CONNECTOR GAS PIPELINE LP GREEN DIAMOND RESOURCE (MP 174.82 to 174.95) – TRACT KH-572.000 INITIAL CENTERLINE SURVEY DESCRIPTION

The Pipeline Easement is 50 (Fifty) feet in width being 25 (Twenty-five) feet on each side of the Centerline of the Pipeline, that portion which affects a parcel of land owned by Green Diamond Resource Company as described as part of Parcel 5 of the WESTSIDE group described in Instrument No. 2014-010047, Deed Records of Klamath County, Oregon being located in southeast quarter of the southeast quarter of Section 18, Township 38 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon with the centerline of said 50-foot strip of land being more particularly described as follows:

Beginning at the center-south 1/16 corner of said Section 18, marked by a brass cap monument which bears North 89° 00′ 30" West 2,618.17 feet from the South 1/16 corner common to said Section 18, and Section17 marked by a brass cap monument, said line being the BASIS OF BEARINGS;

Thence South 89° 00' 30" East 2,010.98 feet along the north line of south half of the southeast quarter of said Section 18 to a point on the centerline of the proposed Pacific Connector Gas Pipeline, being the TRUE POINT OF BEGINNING;

Thence South 61° 04' 49" East 366.52 feet;

Thence South 62° 31' 21" East 319.92 feet to the east line of said Section 18, containing 0.79 acres, more or less all as specified on the attached Exhibit A-2.

With the sidelines of said 50-foot strip of land being lengthened or shortened to terminate on the north and east lines of said parcel.

TOGETHER WITH: Temporary easements that include:

- 1. A 95-foot width that parallels and overlaps said centerline (which is offset 30' on the easterly and northerly sides and 65' on the westerly and southerly sides).
- 2. Temporary extra work areas outside of the 95' temporary strip of land as shown on the attached drawing.

With the sidelines of said temporary easements being lengthened or shortened on the north and east lines of said parcel.

The temporary extra work areas contain 0.80 acres, more or less, all as specified on the attached Exhibit A-2,

(Note: Bearings and distances are grid based on Oregon State Plane Coordinate System, South Zone) REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON JULY 25, 1988 MICHAEL W. ERICKSON

PACIFIC CONNECTOR GAS PIPELINE LP GREEN DIAMOND RESOURCE (MP 175.38 to 176.15) – TRACT KH-573.000 INITIAL CENTERLINE SURVEY DESCRIPTION

The Pipeline Easement is 50 (Fifty) feet in width being 25 (Twenty-five) feet on each side of the Centerline of the Pipeline, that portion which affects a parcel of land owned by Green Diamond Resource Company as described as part of Parcel 5 of the WESTSIDE group described in Instrument No. 2014-010047, Deed Records of Klamath County, Oregon being located in north half of Section 20, Township 38 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon with the centerline of said 50-foot strip of land being more particularly described as follows:

Beginning at the northwest corner of said Section 20, marked by a brass cap monument which bears North 88° 55′ 46″ West 2,686.35 feet from the North 1/4 corner of said Section 20, marked by a brass cap monument, said line being the BASIS OF BEARINGS;

Thence South 88° 55' 46" East 2,027.96 feet along the north line of said Section 20 to a point on the centerline of the proposed Pacific Connector Gas Pipeline, being the TRUE POINT OF BEGINNING;

Thence South 62° 45' 00" East 391.78 feet;

Thence South 58° 04' 45" East 249.73 feet;

Thence South 55° 01' 21" East 275.93 feet;

Thence South 49° 42' 49" East 280.03 feet;

Thence South 42° 22' 31" East 279.24 feet;

Thence South 49° 07' 03" East 215.54 feet;

Thence South 45° 25' 36" East 373.68 feet;

Thence South 40° 30' 01" East 568.67 feet;

Thence South 48° 50' 10" East 240.29 feet;

Thence South 67° 34' 46" East 560.30 feet;

Thence South 80° 49' 39" East 139.33 feet;

Thence South 73° 04' 36" East 183.06 feet;

Thence South 60° 21' 22" East 322.13 feet to the east line of said Section 20, containing 4.69 acres, more or less all as specified on the attached Exhibit A-2.

With the sidelines of said 50-foot strip of land being lengthened or shorten to terminate on the north and east lines of said Section 20.

TOGETHER WITH: Temporary easements that include:

- 1. A 95-foot width that parallels and overlaps said centerline (which is offset 30' on the easterly and northerly sides and 65' on the westerly and southerly sides).
- 2. Temporary extra work areas outside of the 95' temporary strip of land as shown on the attached drawing.

With the sidelines of said temporary easements being lengthened or shorten to terminate on the north and east lines of said Section 20.

The temporary extra work areas contain 6.43 acres, more or less, all as specified on the attached Exhibit A-2.

(Note: Bearings and distances are grid based on Oregon State Plane Coordinate System, South Zone)

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGÓN JULY 25, 1988 MICHAEL W. ERICKSON

PACIFIC CONNECTOR GAS PIPELINE LP GREEN DIAMOND RESOURCE (MP 177.0 to 180.8) – TRACT KH-574.000 INITIAL CENTERLINE SURVEY DESCRIPTION

The Pipeline Easement is 50 (Fifty) feet in width being 25 (Twenty-five) feet on each side of the Centerline of the Pipeline, that portion which affects a parcel of land owned by Green Diamond Resource Company as described as part of Parcel 5 of the WESTSIDE group described in Instrument No. 2014-010047, Deed Records of Klamath County, Oregon being located in Sections 21, 22, 26, 27, 35 and 36, Township 38 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon with the centerline of said 50-foot strip of land being more particularly described as follows:

Beginning at the East 1/16 corner of said Section 21, marked by a one-inch iron pipe which bears South 01° 11' 16" West 2,662.91 feet from the C-E 1/16 corner of said Section 21, marked by a 5/8-inch rebar, said line being the BASIS OF BEARINGS;

Thence North 01° 11' 16" East 1,283.46 feet along the west line of the southeast quarter of the southeast quarter of said Section 21 to a point on the centerline of the proposed Pacific Connector Gas Pipeline, being the TRUE POINT OF BEGINNING;

Thence South 67° 14' 57" East 202.65 feet;

Thence South 71° 48' 22" East 521.92 feet;

Thence South 70° 07' 07" East 3,481.78 feet;

Thence South 57° 07' 56" East 551.80 feet;

Thence South 31° 07' 00" East 870.26 feet;

Thence South 34° 40' 54" East 729.99 feet;

Thence South 32° 52' 23" East 986.91 feet;

Thence South 34° 38' 35" East 1,143.79 feet;

Thence South 33° 54' 49" East 312.76 feet;

Thence South 44° 15' 21" East 233.09 feet;

Thence South 52° 38' 00" East 197.89 feet:

Thence South 59° 26' 10" East 211.43 feet;

Thence South 67° 50' 20" East 571.33 feet;

Thence South 63° 20' 12" East 396.28 feet;

Thence South 55° 03' 03" East 493.68 feet;

Thence South 56° 17' 17" East 2,166.50 feet;

Thence South 46° 05' 11" East 1,285.88 feet;

Thence South 45° 57' 28" East 2,335.37 feet;

Thence South 45° 42' 17" East 2,838.26 feet;

Thence South 33° 02' 46" East 160.21 feet;

Thence South 23° 47' 41" East 215.85 feet;

Thence South 17° 38' 07" East 50.30 feet, more or less to the south line of said Section 36 which bears South 88° 21' 37" East 706.12 feet from the North 1/4 corner of Section 1, Township 39 South, Range 6 East, marked by a 2-inch aluminum cap monument, containing 21.99 acres, more or less all as specified on the attached Exhibit A-2.

With the sidelines of said 50-foot easement being lengthened or shortened to terminate on the west line of the southeast quarter of the southeast quarter of said Section 21 and on the south line of said Section 36.

TOGETHER WITH: Temporary easements that include:

- 1. A 95-foot width that parallels and overlaps said centerline (which is offset 30' on the easterly and northerly sides and 65' on the westerly and southerly sides).
- 2. Temporary extra work areas outside of the 95' temporary strip of land as shown on the attached drawing.

With the sidelines of said temporary construction easements being lengthened or shortened to terminate on the west line of the southeast quarter of the southeast quarter of said Section 21 and on the west line of the northeast quarter of the northeast quarter of said Section 35.

The temporary extra work areas contain 23.18 acres, more or less, all as specified on the attached Exhibit A-2.

EXCEPT any portion of the above described 50-foot permanent easement and temporary easements that lie within the right-of-way of Clover Creek County Road.

(Note: Bearings and distances are grid based on Oregon State Plane Coordinate System, South Zone)

REGISTERED PROFESSIONAL AND SURVEYOR

OREGÓN JULY 25, 1988 MICHAEL W. ERICKSON

PACIFIC CONNECTOR GAS PIPELINE LP GREEN DIAMOND RESOURCE (MP 180.81 to 181.67) – TRACT KH-576.000 INITIAL CENTERLINE SURVEY DESCRIPTION

The Pipeline Easement is 50 (Fifty) feet in width being 25 (Twenty-five) feet on each side of the Centerline of the Pipeline, that portion which affects a parcel of land owned by Green Diamond Resource Company as described as part of Parcel 6 of the WESTSIDE group described in Instrument No. 2014-010047, Deed Records of Klamath County, Oregon being located in Section 1, Township 39 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon with the centerline of said 50-foot strip of land being more particularly described as follows:

Beginning at the North 1/4 corner of said Section 1, marked by a brass cap monument which bears South 88° 21' 37" East 5,285.14 feet from the North 1/4 corner of Section 2, marked by a brass cap monument, said line being the BASIS OF BEARINGS;

Thence South 88° 21' 37" East 706.26 feet along the north line of said Section 1 to a point on the centerline of the proposed Pacific Connector Gas Pipeline, being the TRUE POINT OF BEGINNING;

Thence South 17° 38' 07" East 1,440.23 feet;

Thence South 18° 13' 38" East 1,820.20 feet;

Thence South 21° 12' 53" East 415.35 feet;

Thence South 38° 12' 15" East 193.44 feet;

Thence South 50° 25' 31" East 180.20 feet;

Thence South 63° 05' 00" East 209.39 feet;

Thence South 78° 23' 26" East 133.04 feet;

Thence South 89° 49' 20" East 161.38 feet, more or less to the east line of said Section 1, which bears North 01° 21' 22" East 1,446.37 feet from the southeast corner of said Section 1, Township 39 South, Range 6 East, marked by a brass cap monument, containing 5.23 acres, more or less all as specified on the attached Exhibit A-2.

With the sidelines of said 50-foot easement being lengthened or shortened to terminate on the north and east lines of said Section 1.

TOGETHER WITH: Temporary easements that include:

- 1. A 95-foot width that parallels and overlaps said centerline (which is offset 30' on the easterly and northerly sides and 65' on the westerly and southerly sides).
- 2. Temporary extra work areas outside of the 95' temporary strip of land as shown on the attached drawing.

With the sidelines of said temporary construction easements being lengthened or shortened to terminate on the west line of the southeast quarter of the southeast quarter of said Section 21 and on the west line of the northeast quarter of the northeast quarter of said Section 35.

The temporary extra work areas contain 5.06 acres, more or less, all as specified on the attached Exhibit A-2.

EXCEPT any portion of the above described 50-foot permanent easement and temporary easements that lie within the right-of-way of Clover Creek County Road.

(Note: Bearings and distances are grid based on Oregon State Plane Coordinate System, South Zone)

REGISTERED PROFESSIONAL AND SURVEYOR

OREGÓN JULY 25, 1988 MICHAEL W. ERICKSON

PACIFIC CONNECTOR GAS PIPELINE LP GREEN DIAMOND RESOURCE (MP 181.65 to 188.42) – TRACT KH-577.000 INITIAL CENTERLINE SURVEY DESCRIPTION

The Pipeline Easement is 50 (Fifty) feet in width being 25 (Twenty-five) feet on each side of the Centerline of the Pipeline, that portion which affects a parcel of land owned by Green Diamond Resource Company as described as part of Parcel 11 of the WESTSIDE group described in Instrument No. 2014-010047, Deed Records of Klamath County, Oregon being located in:

Sections 5, 6, 8, 9, 15, 16, 22, 23 and 24; Township 39 South, Range 7 East;

Of the Willamette Meridian, Klamath County, Oregon with the centerline of said 50-foot strip of land being more particularly described as follows:

- Beginning at the southwest corner of said Section 6, marked by a 2 1/2" brass cap monument which bears North 01° 21' 22" East 5,283.09 feet from the southwest corner of said Section 5, marked by a 3 1/4" brass cap monument, said line being the BASIS OF BEARINGS;
- Thence North 01° 21' 22" East 1,446.37 feet along the west line of said Section 6 to a
 point on the centerline of the proposed Pacific Connector Gas Pipeline, being the TRUE
 POINT OF BEGINNING;
- 3. Thence South 89° 49' 20" East 59.78 feet;
- Thence North 80° 20' 24" East 1,847.28 feet;
- 5. Thence North 80° 06' 46" East 1,096.59 feet;
- 6. Thence North 70° 36' 06" East 412.68 feet;
- 7. Thence North 85° 14' 40" East 834.52 feet;
- 8. Thence North 79° 44' 06" East 491.62 feet;
- 9. Thence North 75° 25' 36" East 184.77 feet;
- 10. Thence North 82° 13' 55" East 234.35 feet;
- 11. Thence North 77° 00' 03" East 218.23 feet;
- 12. Thence North 86° 55' 03" East 194.62 feet;
- 13. Thence South 83° 32' 24" East 158.50 feet;
- 14. Thence South 78° 59' 18" East 385.63 feet;
- 15. Thence South 71° 15' 29" East 237.32 feet;
- 16. Thence South 60° 12' 57" East 463.40 feet;

- 17. Thence South 70° 37' 58" East 191.94 feet;
- 18. Thence South 62° 02' 34" East 2,655.40 feet;
- 19. Thence South 57° 52' 13" East 337.42 feet;
- 20. Thence South 64° 55' 03" East 472.61 feet;
- 21. Thence South 59° 38' 12" East 212.59 feet;
- 22. Thence South 48° 26' 01" East 152.89 feet;
- 23. Thence South 49° 17' 41" East 190.50 feet;
- 24. Thence South 40° 45' 49" East 169.46 feet;
- 25. Thence South 30° 44' 02" East 118.10 feet;
- 26. Thence South 35° 06' 26" East 718.45 feet;
- 27. Thence South 40° 06' 05" East 398.36 feet;
- 28. Thence South 31° 28' 07" East 226.89 feet;
- 29. Thence South 33° 27' 55" East 384.97 feet to a point herein referred to as Point A, said Point A bears North 45° 19' 41" East 1,515.76 feet from the west quarter corner of said Section 9:
- 30. Thence South 42° 36' 41" East 1,651.11 feet;
- 31. Thence South 22° 41' 28" East 2,057.99 feet;
- 32. Thence South 49° 33' 33" East 4,371.43 feet;
- 33. Thence South 53° 44' 12" East 298.02 feet;
- 34. Thence South 49° 16' 41" East 392.99 feet;
- 35. Thence South 44° 15' 38" East 302.11 feet;
- 36. Thence South 49° 42' 19" East 3,653.27 feet;
- 37. Thence South 70° 46' 58" East 296.96 feet;
- 38. Thence South 26° 11' 46" East 274.96 feet;
- 39. Thence South 49° 34' 05" East 3,209.61 feet;
- 40. Thence South 62° 44' 33" East 676.47 feet;
- 41. Thence South 62° 20' 08" East 1,835.40 feet;
- 42. Thence South 44° 46' 17" East 330.34 feet;

43. Thence South 89° 50' 32" East 3,180.22 feet to the center section line of said Section 24, which bears North 01° 01' 10" East 1,871.80 feet from the south 1/4 corner of said Section 24, containing 40.87 acres, more or less all as specified on the attached Exhibit A-2.

With the sidelines of said 50-foot easement being lengthened or shortened to terminate on the west line of said Section 6 and the center section line of said Section 24.

TOGETHER WITH: Temporary easements that include:

- 1. A 95-foot width that parallels and overlaps said centerline (which is offset 30' on the easterly and northerly sides and 65' on the westerly and southerly sides).
- 2. Temporary extra work areas outside of the 95' temporary strip of land as shown on the attached Exhibit 2.

With the sidelines of said 50-foot easement being lengthened or shortened to terminate on the west line of said Section 6 and the center section line of said Section 24.

EXCEPT any portion of said temporary easements lying within the right-of-way of Clover Creek County Road.

The temporary extra work areas contain 39.71 acres, more or less, all as specified on the attached Exhibit A-2.

(Note: Bearings and distances are grid based on Oregon State Plane Coordinate System, South Zone)

REGISTERED
PROFESSIONAL
AND SURVEYOR

OREGON JULY 25, 1988 MICHAEL W. ERICKSON

PACIFIC CONNECTOR GAS PIPELINE LP GREEN DIAMOND RESOURCE (MP 188.42 to 188.94) – TRACT KH-577.001 INITIAL CENTERLINE SURVEY DESCRIPTION

The Pipeline Easement is 50 (Fifty) feet in width being 25 (Twenty-five) feet on each side of the Centerline of the Pipeline, that portion which affects a parcel of land owned by Green Diamond Resource Company as described as part of Parcel 11 of the WESTSIDE group described in Instrument No. 2014-010047, Deed Records of Klamath County, Oregon being located in northeast quarter of Section 24; Township 39 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon with the centerline of said 50-foot strip of land being more particularly described as follows:

Beginning at the east 1/4 corner of said Section 24, marked by a brass cap monument which bears North 01° 15' 37" East 1,320.43 feet from the south 1/16 corner of said Section 24, marked by a brass cap monument, said line being the BASIS OF BEARINGS;

Thence South 01° 15' 37" West 1,041.68 feet along the east line of said Section 24 to a point on the centerline of the proposed Pacific Connector Gas Pipeline, being the TRUE POINT OF BEGINNING;

Thence North 75° 56' 58" West 93.01 feet;

Thence North 55° 58' 19" West 424.52 feet;

Thence North 89° 50' 32" West 2,236.71 feet, more or less to the center section line of said Section 24, containing 3.13 acres, more or less all as specified on the attached Exhibit A-2.

With the sidelines of said 50-foot easement being lengthened or shortened to terminate on the center section line of said Section 24 and the east line of said Section 24.

TOGETHER WITH: Temporary easements that include:

- 1. A 95-foot width that parallels and overlaps said centerline (which is offset 30' on the easterly and northerly sides and 65' on the westerly and southerly sides).
- 2. Temporary extra work areas outside of the 95' temporary strip of land as shown on the attached Exhibit 2.

With the sidelines of said 50-foot easement being lengthened or shortened to terminate on the center section line of said Section 24 and the east line of said Section 24.

The temporary extra work areas contain 4.02 acres, more or less, all as specified on the attached Exhibit A-2.

(Note: Bearings and distances are grid based on Oregon State Plane Coordinate System, South Zone)

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON JULY 25/1988 MICHAEL W. ERICKSON

PACIFIC CONNECTOR GAS PIPELINE LP GREEN DIAMOND RESOURCE (MP 189.20 to 189.71) – TRACT KH-577.004 INITIAL CENTERLINE SURVEY DESCRIPTION

The Pipeline Easement is 50 (Fifty) feet in width being 25 (Twenty-five) feet on each side of the Centerline of the Pipeline, that portion which affects a parcel of land owned by Green Diamond Resource Company as described as part of Parcel 13 of the WESTSIDE group described in Instrument No. 2014-010047, Deed Records of Klamath County, Oregon being located in Section 19; Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon with the centerline of said 50-foot strip of land being more particularly described as follows:

Beginning at the west 1/16 corner common to said Section 19 and Section 30, marked by a brass cap monument which bears South 01° 31' 29" West 2,657.31 feet from the center west 1/16 corner of said Section 19, marked by a brass cap monument, said line being the BASIS OF BEARINGS;

Thence North 01° 31' 29" East 1,454.80 feet along the west line of the east half of the southwest quarter of said Section 19 to a point on the centerline of the proposed Pacific Connector Gas Pipeline, being the TRUE POINT OF BEGINNING;

Thence North 78° 19' 58" East 561.40 feet;

Thence South 86° 16' 34" East 79.99 feet;

Thence South 66° 16' 37" East 80.00 feet;

Thence South 47° 06' 09" East 80.22 feet;

Thence South 36° 04' 50" East 1,904.09 feet, more or less to the south line of said Section 19, containing 3.11 acres, more or less all as specified on the attached Exhibit A-2.

With the sidelines of said 50-foot easement being lengthened or shortened to terminate on the west line of the east half of the southwest quarter of said Section 24 and the south line of said Section 19.

TOGETHER WITH: Temporary easements that include:

- 1. A 95-foot width that parallels and overlaps said centerline (which is offset 30' on the easterly and northerly sides and 65' on the westerly and southerly sides).
- 2. Temporary extra work areas outside of the 95' temporary strip of land as shown on the attached Exhibit 2.

With the sidelines of said 50-foot easement being lengthened or shortened to terminate on the west line of the east half of the southwest quarter of said Section 24 and the south line of said Section 19.

The temporary extra work areas contain 3.50 acres, more or less, all as specified on the attached Exhibit A-2.

(Note: Bearings and distances are grid based on Oregon State Plane Coordinate System, South Zone)

REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON JULY 25, 1988 MICHAEL W. ERICKSON

EXPIRES: 12-31-19

6/26/2018

PACIFIC CONNECTOR GAS PIPELINE LP GREEN DIAMOND RESOURCE (MP 189.95 to 190.03) – TRACT KH-577.108 INITIAL CENTERLINE SURVEY DESCRIPTION

The Pipeline Easement is 50 (Fifty) feet in width being 25 (Twenty-five) feet on each side of the Centerline of the Pipeline, that portion which affects a parcel of land owned by Green Diamond Resource Company as described as part of Parcel 13 of the WESTSIDE group described in Instrument No. 2014-010047, Deed Records of Klamath County, Oregon being located in Section 30, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon with the centerline of said 50-foot strip of land being more particularly described as follows:

Beginning at the NE 1/16 corner of said Section 30, marked by an aluminum cap monument which bears North 88° 52' 15" West 1,328.28 feet from the North 1/16 corner common to Sections 29 and 30, marked by an aluminum cap monument, said line being the BASIS OF BEARINGS;

Thence South 88° 52' 15" East 263.21 feet along the south line of the northeast quarter of the northeast quarter of said Section 30 to a point on the centerline of the proposed Pacific Connector Gas Pipeline, being the TRUE POINT OF BEGINNING;

Thence North 36° 04' 50" West 440.62 feet to the west line of the northeast quarter of the northeast quarter of said Section 30, containing 0.51 acres, more or less all as specified on the attached Exhibit A-2.

With the sidelines of said 50-foot easement being lengthened or shortened to terminate on the north and east lines of said Section 1.

TOGETHER WITH: Temporary easements that include:

- 1. A 95-foot width that parallels and overlaps said centerline (which is offset 30' on the easterly and northerly sides and 65' on the westerly and southerly sides).
- 2. Temporary extra work areas outside of the 95' temporary strip of land as shown on the attached drawing.

With the sidelines of said temporary construction easements being lengthened or shortened to

terminate on the west line of the southeast quarter of the southeast quarter of said Section 21 and on the west line of the northeast quarter of the northeast quarter of said Section 35.

The temporary extra work areas contain 0.54 acres, more or less, all as specified on the attached Exhibit A-2.

(Note: Bearings and distances are grid based on Oregon State Plane Coordinate System, South Zone)

PROFESSIONAL LAND SURVEYOR

OREGØN JULY 26, 1988 MICHAEL W. ERICKSON 2340

PACIFIC CONNECTOR GAS PIPELINE LP GREEN DIAMOND RESOURCE (MP 195.9 to 196.16) – TRACTS KH-643.000 & 644.000 INITIAL CENTERLINE SURVEY DESCRIPTION

The Pipeline Easement is 50 (Fifty) feet in width being 25 (Twenty-five) feet on each side of the Centerline of the Pipeline, that portion which affects a parcel of land owned by Green Diamond Resource Company as described as part of Parcel 1 of TRACT C group described in Instrument No. 2014-010278, Deed Records of Klamath County, Oregon being located in Sections 22, 23, 26 and 27, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon with the centerline of said 50-foot strip of land being more particularly described as follows:

Beginning at the southeast corner of Parcel 2 of Land Partition 31-97, marked by a 5/8-inch rebar with plastic cap which bears South 00° 01' 19"West 3,173.14 feet from the northeast corner of said Parcel 2, marked by a 5/8-inch rebar, said line being the BASIS OF BEARINGS;

Thence North 00° 01' 19" East 655.21 feet along the east line of said parcel 2 to a point on the centerline of the proposed Pacific Connector Gas Pipeline, being the TRUE POINT OF BEGINNING;

Thence South 58° 53' 43" West 623.75 feet;

Thence North 89° 28' 41" West 866.87 feet to the west line of said Parcel 2, containing 1.71 acres, more or less all as specified on the attached Exhibit A-2.

With the sidelines of said 50-foot strip of land being lengthened or shortened to terminate on the west and east lines of said Parcel 2.

TOGETHER WITH: Temporary easements that include:

- 1. A 95-foot width that parallels and overlaps said centerline (which is offset 30' on the easterly and northerly sides and 65' on the westerly and southerly sides).
- 2. Temporary extra work areas outside of the 95' temporary strip of land as shown on the attached drawing.

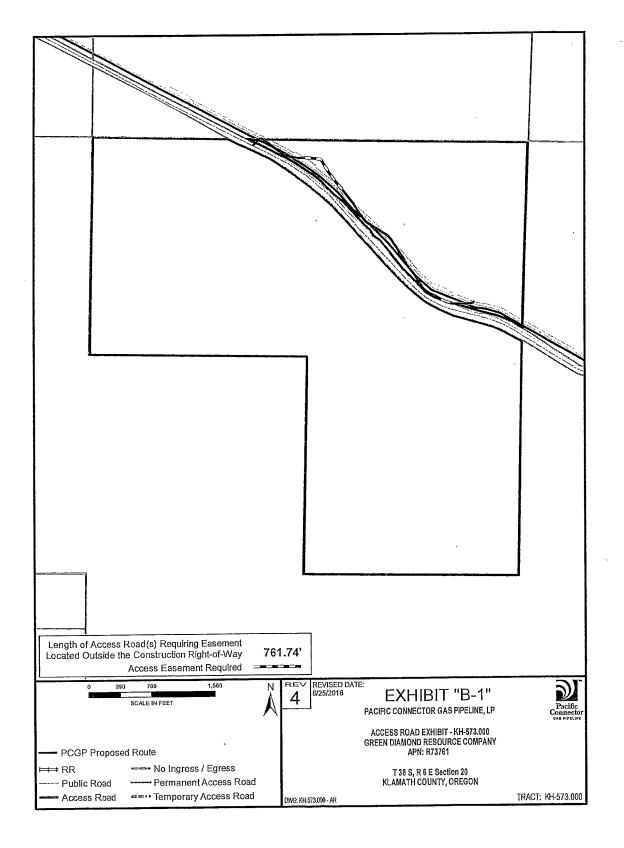
With the sidelines of said temporary easements being lengthened or shortened on the north and east lines of said parcel.

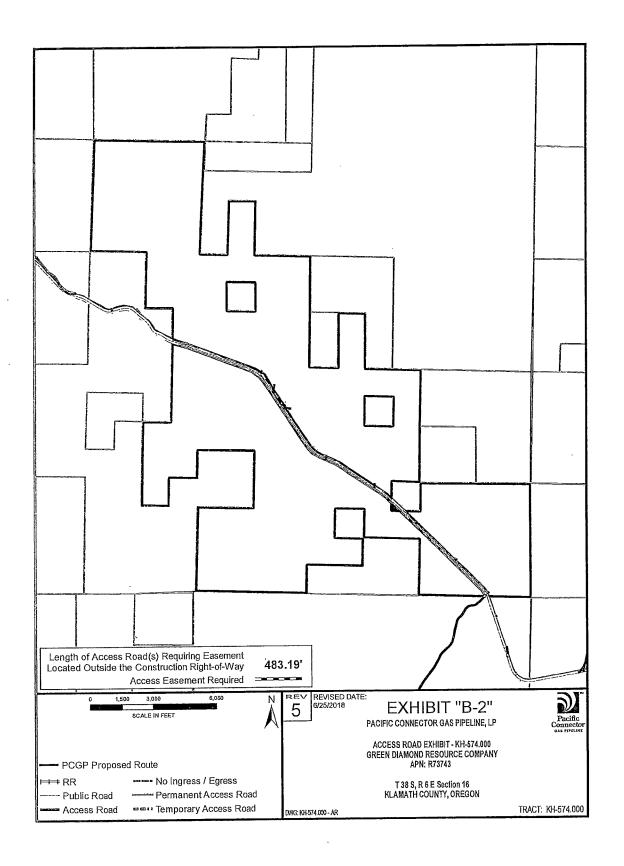
The temporary extra work areas contain 2.89 acres, more or less, all as specified on the attached Exhibit A-2.

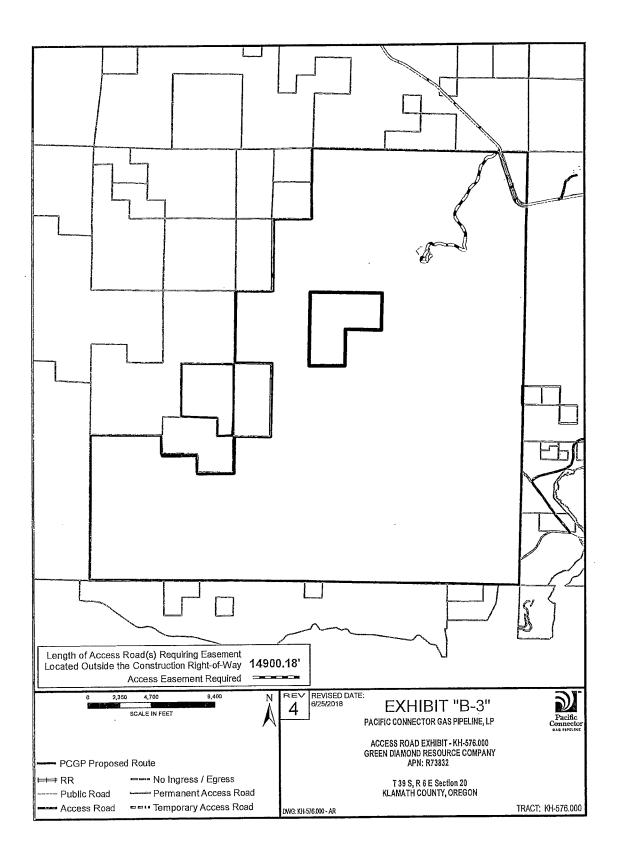
(Note: Bearings and distances are grid based on Oregon State Plane Coordinate System, South Zone)

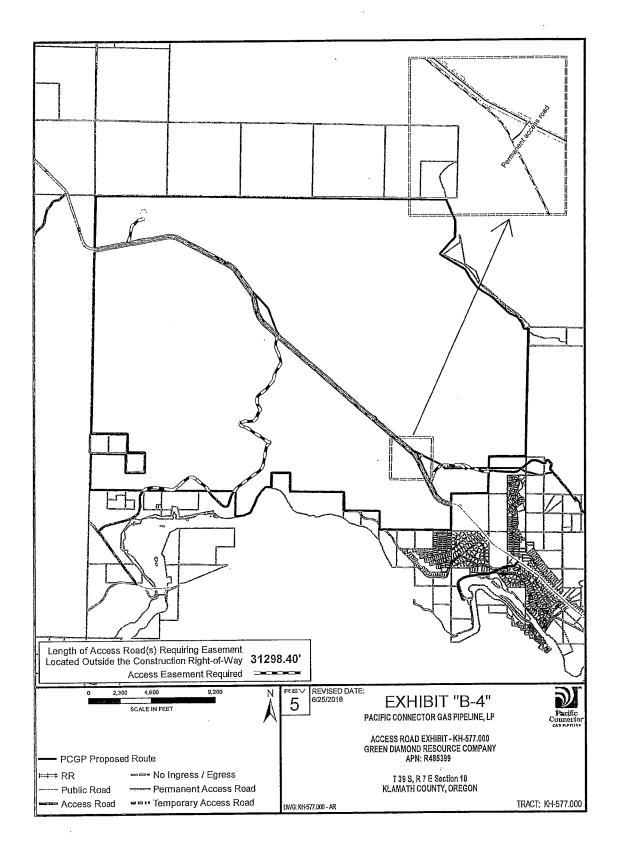
REGISTERED PROFESSIONAL LAND SURVEYOR

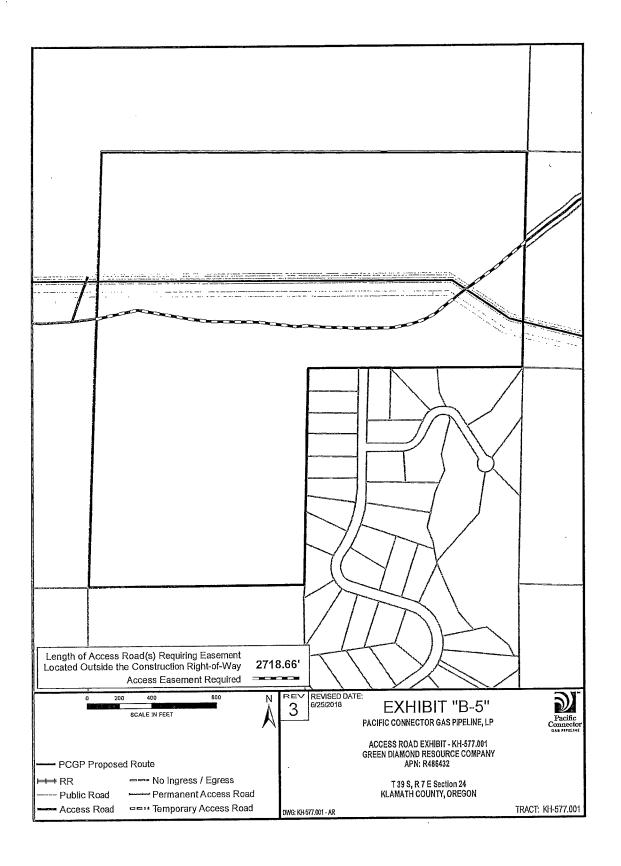
UKEGON JULY 26, 1988 MICHAEL W. ERICKSON 2340

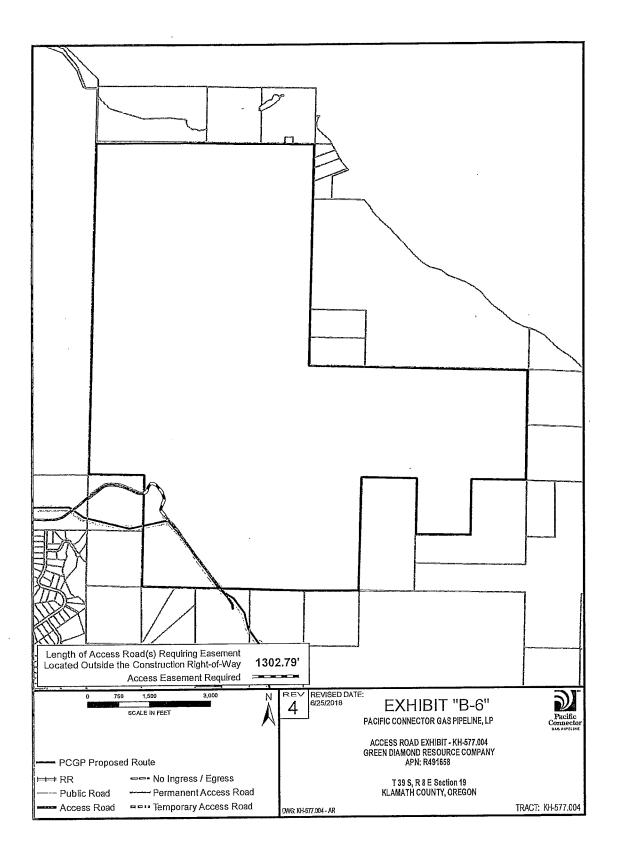


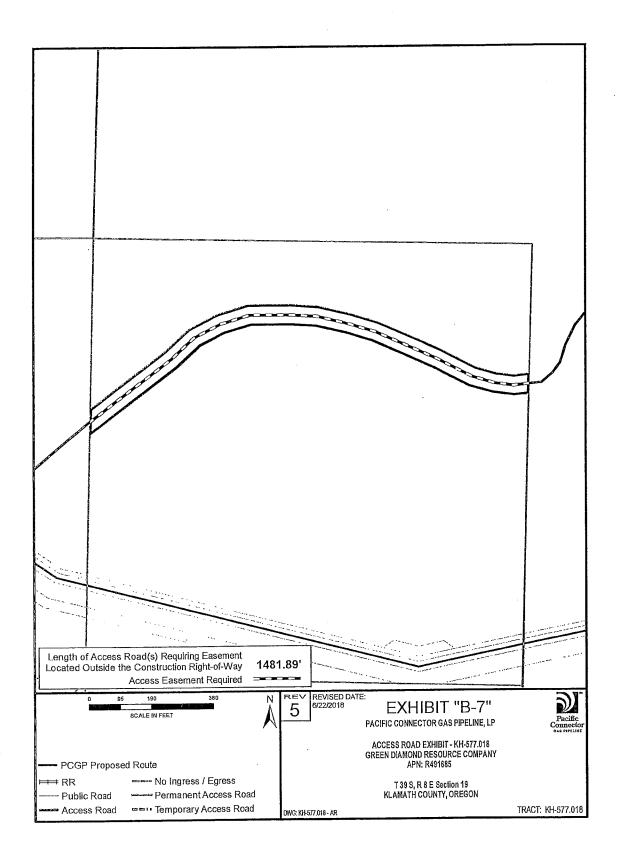


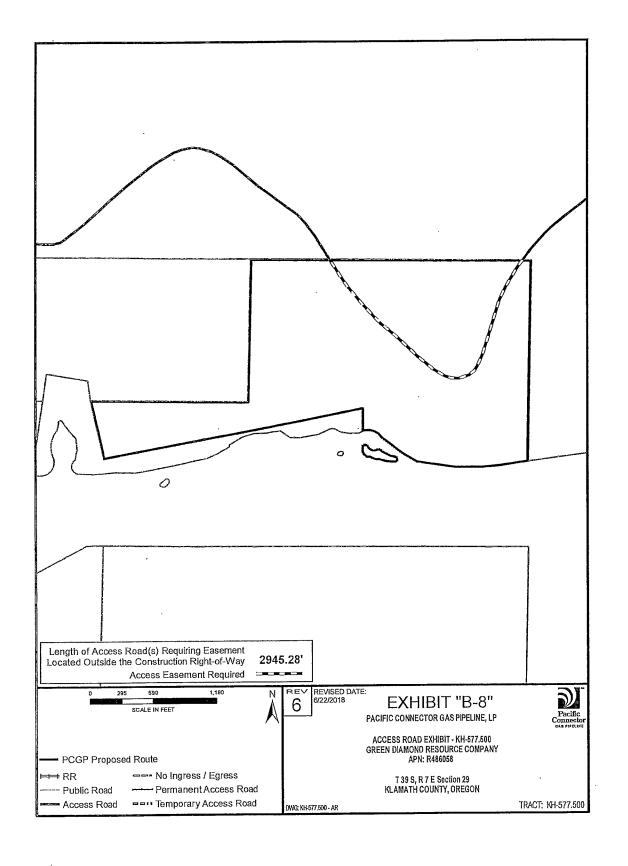


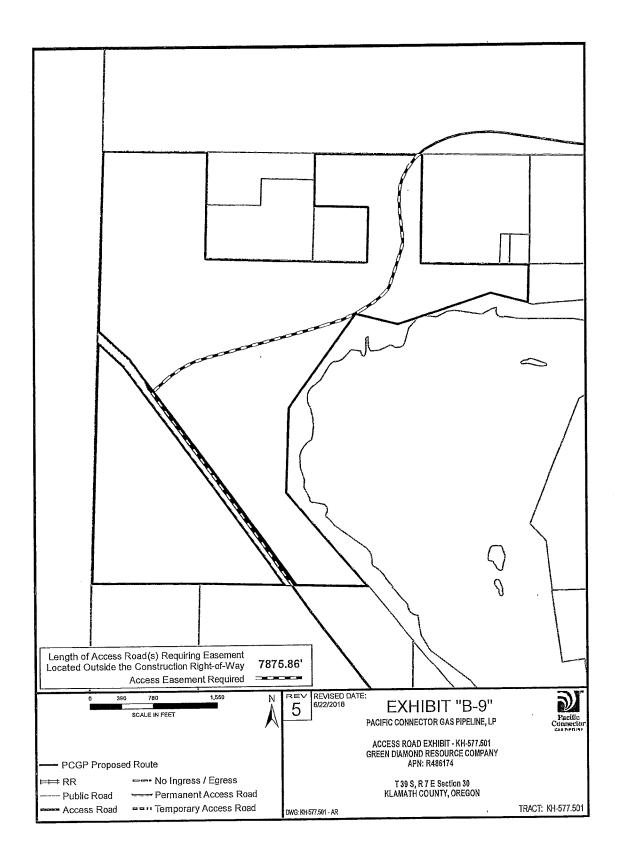


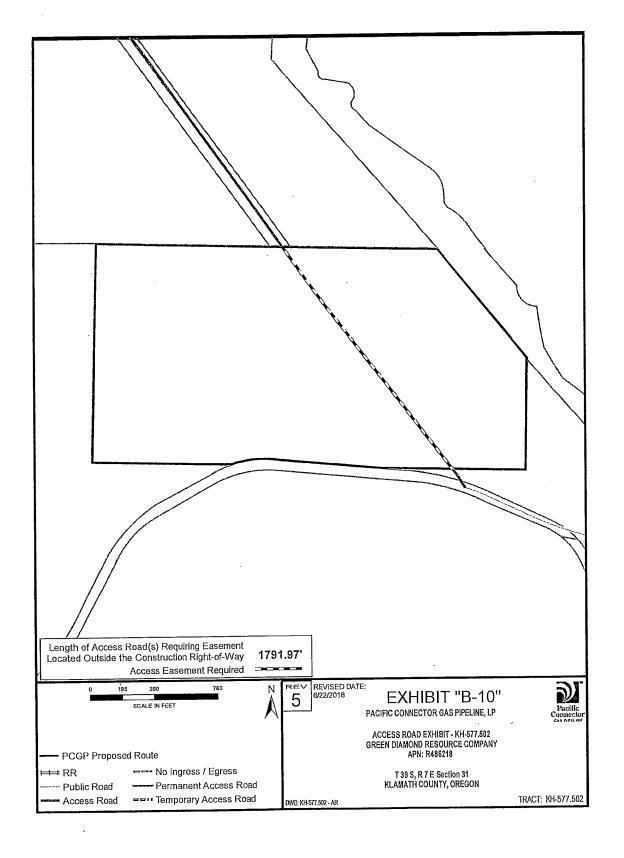


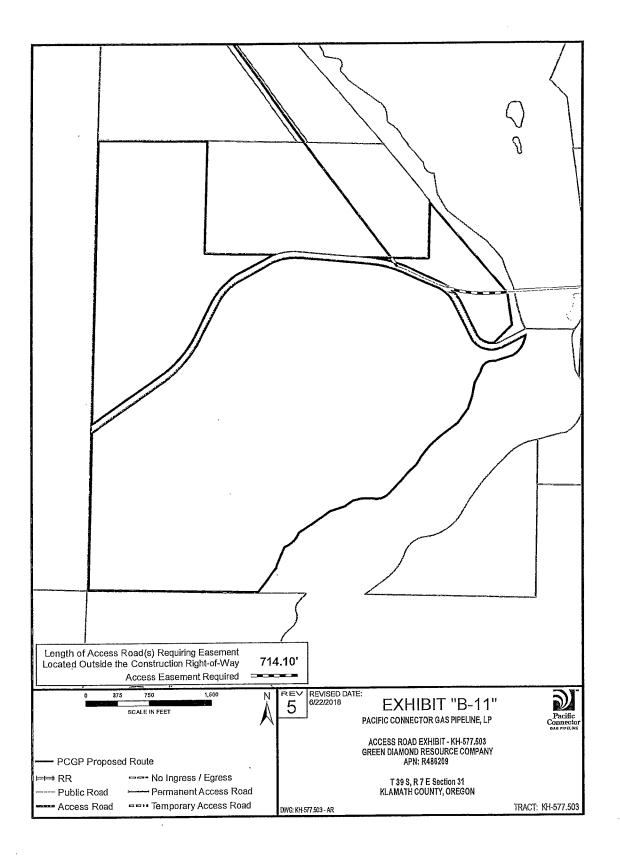












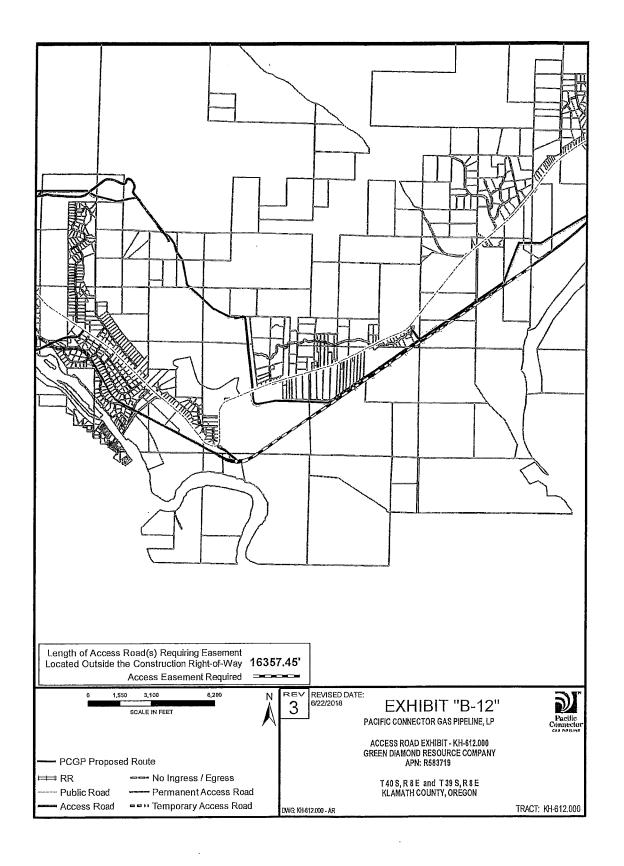


EXHIBIT "C"

ROAD EASEMENT TERMS AND CONDITIONS

In addition to the general terms and conditions set forth in the Agreement applicable to all Easements, the following terms and conditions shall govern all Road Easements granted in the Agreement:

- 1. Road Crossing; Grantor's Reservations. Grantee's right to use the Roads is non-exclusive and is concurrent with the rights of the Grantor, and any third-party licensees, contractors or permittees of the Grantor. Grantor reserves for itself and its successors and assigns all rights not expressly granted hereunder, including but not limited to the right of Grantor and its successors and assigns, at all times for any and all purposes, to use, cross and re-cross, at any place on grade or otherwise, patrol and repair the Roads, in any manner that will not unreasonably interfere with the rights granted to Grantee hereunder.
- 2. **Third Parties**. Grantor may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; <u>provided</u>, that use by such party shall be subject to the terms and conditions of this Agreement and shall not unreasonably interfere with the rights granted to the Grantees hereunder.
- 3. Road Maintenance. The cost of Road maintenance shall be allocated between the parties on the basis of respective uses of the Roads. When any party uses a Road, or a portion thereof, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of the maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a Road, or a portion thereof, is being used solely by one party, such party shall maintain that portion of the Road so used at a standard no less than the standards existing at the time use commenced. During periods when more than one party or its Permittees, is using a Road, or a portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but not be limited to:
 - (a) The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate, the maintenance of the Road or the portion thereof being used; and
 - (b) A method of payment by which each party shall pay its pro rata shares of the cost incurred by said maintainer in maintaining the Road or portion thereof.

For the purposes of the Road Easements, "maintenance" is defined as the work normally necessary to preserve and keep the roadway, Road structure and Road facility as nearly as possible in their present condition or as hereafter improved.

- 4. Road Damage. Each party using any portion of a Road shall repair or cause to be repaired, at its sole cost and expense, that damage to the Road occasioned by it which is in excess of that which it would be caused through normal and prudent usage of the Road. Should inordinate damage to a Road occur which is not caused by an authorized user of the Road, the parties hereto shall meet to agree on the cost of replacement and the shares of replacement cost to be borne by each user of the Road.
- 5. **Road Improvements**. Unless the parties agree in writing to share the cost of any Road improvements in advance of such improvements being made, said Road improvements shall be solely for the account of the improver.

[END OF EXHIBIT C]

EXHIBIT "D"

PROPERTY PROTECTION COVENANTS

- 1. 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, except where federal or state law excuses compliance. 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 and applicable to the Property, including, without limitation, incidental take or enhancement of survival permits held by Grantor and Grantor's pending, but not yet finally approved, Candidate Conservation Agreement with Assurances for the Pacific Fisher. 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.
- 2. 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.
- 3. <u>Safety</u>. Grantee and its Permittees shall comply with all applicable federal, state, and local safety and health laws, regulations and standards. Grantee is responsible for safety and health conditions in connection with the activities and has primary and ultimate responsibility for instructing and supervising its Permittees 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.
- 4. <u>Water Bodies</u>. Grantee will exercise every reasonable precaution to prevent damage and sedimentation to rivers, streams, lakes, 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 surface water to minimize muddy water from entering water bodies.
- 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.

- 6. <u>Timber</u>. Except for any timber which Grantee has purchased pursuant to a separate written agreement with Grantor and except as provided in this Agreement, Grantee shall not unnecessarily damage trees or other vegetation while conducting the activities, and shall not cut trees. If it is necessary for Grantee to cut, damage or remove any timber or trees located outside the Non-Timbered Corridor on the Property, then Grantee shall provide Grantor written notice detailing the circumstances giving rise to the damage or the necessity to cut or remove such timber or trees. Upon giving such notice, the parties shall meet and agree upon the disposition of the timber or trees and Grantee's payment of the full value of damage to such timber or trees to Grantor pursuant to the timber damage provisions set forth in this Agreement.
- 7. <u>Weed Control Measures.</u> Grantee shall throughout the term of this Agreement implement and continuously maintain aggressive weed control measures in the effort to prevent the spread of noxious weeds and other invasive vegetation from the Non-Timbered Corridor of the Pipeline Easement onto timbered portions of the Pipeline Easement and onto adjacent Property. Without limiting the generality of such terms, the phrases "noxious weeds" and "invasive vegetation" shall include, but shall not be limited to Scotch broom, blackberry, and blue blossom.
- 8. <u>Hours of Operation</u>. 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.
- 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. If any water bars are traversed, Grantee shall maintain and, if necessary, repair all damages caused by traveling across such water bars. Grantee shall obey all posted traffic and speed regulations on Grantor's roads. If any portion of the Property requires access through a locked gate owned or maintained by Grantor, Grantor shall issue copies of key(s) needed to open gates for the activities herein. Grantee shall not copy the key(s) provided by Grantor unless permitted to do so in writing by Grantor. Grantee shall return any key(s) issued by Grantor at the termination or expiration or termination of this Agreement or if Grantor replaces locks and issues new keys to Grantee. Grantee shall pay one hundred dollars (\$100) fee per key for any key(s) issued to Grantee that is not returned when required. Grantee shall keep gates closed and locked unless otherwise instructed by a Grantor representative.
- Fire Prevention and Suppression. Grantee shall exercise the highest degree of care and shall exercise every reasonable precaution to prevent the occurrence of fires on the Property or any other lands adjacent to the Property crossed by the Grantee in connection with its activities under this Agreement. Grantee shall observe all fire-prevention requirements and maintain all fire-fighting equipment required by applicable law (including, but not limited to, ORS Chapter 477 and OAR 629-042 and 043) and shall further comply with the Green Diamond Resources Company ORO Division Fire Prevention and Suppression Rules set forth in Annex 1 to this Exhibit "D," except that Grantee shall not be required to cease operation of the Pipeline under Annex 1. During periods when excessive fire risk exists on the Property or adjacent property. Grantee's logging, land clearing, construction, and non-emergency maintenance and repair activities under this Agreement may be temporarily suspended by Grantor with notice to Grantee. If a fire should start in or near the Property and it is known to Grantee or its Permittees, Grantee and its applicable Permittees shall undertake a statutory "reasonable effort" response and immediately notify Grantor and the applicable state or federal dispatch authority. Grantee, unless prevented by circumstances over which it has no control, shall place its appropriately trained employees and equipment at the disposal of any authorized forest officer of the state, federal government, inter-agency district, or Grantor for the purpose of fighting forest fires on or which threaten 87047776.5 0038602-00021

any lands of Grantor. If the fire is one for which the Grantee or its Permittees are legally responsible, the Grantee shall be solely responsible for all costs of suppression and will indemnify, defend and reimburse Grantor and its shareholders, directors, officers, employees, affiliates, successors and assigns for, from and against any liability for such costs (including loss or damage of timber, and fire suppression costs) resulting from fires caused by Grantee's or its Permittees' activities even if not attributable to negligence) in accordance with the indemnification provisions of this Agreement.

ANNEX 1 TO EXHIBIT "D"

Green Diamond Resources Company ORO Division—Klamath Falls, Oregon Fire Prevention and Suppression Rules

I. Introduction:

The following rules are established for the purpose of fire protection and are applicable by policy and law to all contractors, permittees, and guests on Green Diamond Resource Company ("Green Diamond") property in the ORO Division located in Jackson, Klamath and Lake Counties, Oregon and Siskiyou County, California. Where required by contract, permit, easement, or other agreement in privity with Green Diamond and as a matter of Green Diamond policy, persons and entities are required to review and comply with these rules while traveling on or performing services on Green Diamond lands.

II. Report Fire:

REPORT FIRES TO ODF DISPATCH FIRST (541-947-6315) AND THEN GREEN DIAMOND EMPLOYEE MIKE WILLIAMS (541-350-9494). If no contact is made with either two, contact Cathy Chapel at 541-880-5456 or 541-891-9352.

III. General Fire Season Requirements for Commercial Forestry and Construction Operations:

The following Oregon Department of Forestry (ODF) requirements are in place at all times during the declared fire season:

Required Hand Tools (477.655, 629-43-0025):

- Supply hand tools for each operation Site 1 tool per person or a minimum of 4 tools on each site. An even mix of Pulaski's axes, shovels and hazel hoes are required.
- Store all hand tools for fire in a sturdy box clearly identified as containing firefighting tools. Supply at least one box to each operation area.

Required Fire Extinguishers (477.655, 629-43-0025)

 Each internal combustion engine used in an operation, except power saws, shall be equipped with a chemical fire extinguisher rated as not less than 5 lbs ABC (1-A;10-B:C)

Required Pump, Hose and Water Supply (477.650, 477.625, 629-043-0026, 629-43-0020):

- Supply a pump hose and water supply for equipment used on an operation.
- Pump must be maintained and ready to operate and capable of providing a discharge of not less than 20 gallons per minute when pumping through 50 feet of hose equipped with a nozzle ¼" in diameter at pump level.
- Minimum water supply shall be 300 gallons if supply is self-propelled
- Minimum water supply shall be 500 gallons if not self-propelled (i.e. pond, stream, tank, sump, etc.)

- A minimum of 500 feet of hose of not less than 3/4 of an inch inside diameter is required
- The water supply, pump, and at least 250 feet of hose and the attached nozzle shall be maintained connected and ready for immediate use while on operation site.

No smoking allowed (477.510):

· No smoking while working on or traveling in or across an operation area

No warming or camp Fires allowed!

IV. Additional Fire Season Requirements for Operation of Equipment:

The following Oregon Department of Forestry requirements apply to operation of machinery on all Green Diamond lands:

Power Saws (477.640, 629-043-0036)

- Each power saw must be equipped with an exhaust system which retains at least 90% of carbon particles over .023" in diameter. A standard exhaust screen with .023" holes meets this requirement.
- Power saws on industrial operations must meet <u>spark arrester guide</u> specifications
- The following shall be immediately available for the prevention and suppression of fire:
 - o A fire extinguisher of at least 8 oz. capacity
 - 1 round pointed shovel at least 8 inches wide with a handle at least 26 inches long
- The power saw must be moved at least 20 feet away from the place of fueling before it is started.

Spark Arresters and Mufflers (477.645, 629-043-0015)

- All non-turbo charged engines must be equipped with an approved spark arrester that meets <u>Spark Arrestor Guide</u> specifications.
- Exceptions to the Spark Arrester Guide requirements are as follows:
 - Engines in motor vehicles operating on public roads must be equipped with an adequate muffler and exhaust system
 - Water pumping equipment used exclusively for fighting fire is exempt from this requirement
 - Engines of 50 Cubic inch displacement or less, except ATV's and motorcycles, shall be equipped with an adequate muffler and an exhaust system.
 - Engines in light trucks (26,000 GVW or less) must be equipped with an adequate muffler and exhaust system.
 - Engines in heavy trucks (greater than 26,000 GVW) must be equipped with an adequate muffler and exhaust system. If the engine is not fully turbo-charged,

- then the exhaust must extend above the cab and discharge upward or to the rear, or to the end of the truck frame.
- Engines in ATV's and motorcycles must be equipped with an adequate muffler and exhaust system or an approved screen, which completely encloses the exhaust system.

V. ADDITIONAL GREEN DIAMOND RESTRICTIONS ASSOCIATED WITH FIRE CATEGORY:

Low Fire Danger:

1-hour fire watch per ODF regulations

Moderate fire Danger:

 2-hour fire watch -- per ODF regulations (a waiver for reduced hours may be able to be acquired from ODF)

High Fire Danger:

- 3-hour fire watch per ODF regulations (a waiver for reduced hours may be able to be acquired from ODF) plus the following equipment restrictions...
 - o High speed rotary saw:
 - Humidity/Wind combo shutdown of 10%/10mph, 15%/15mph, etc.
 - Walk-behind OR operator self-inspect (ALL areas where machine has operated that day must be visually inspected after <u>every hour</u> of machine operation)
 - A self-propelled water supply of not less than 300 gallons OR blade available within 5 minutes of saw location
 - Tracked machine:
 - Humidity/Wind combo shutdown of 10%/10mph, 15%/15mph, etc.
 - Operator self-inspection (ALL areas where machine has operated that day must be visually inspected after every 3 hours of machine operation)
 - A waiver can generally be obtained from ODF for manufacturing and loading of logs, so long as the tracked equipment is confined to existing landings/roads and moves are limited.
 - o No added restrictions for rubber-tires, shear heads, or chainsaws

Extreme Fire Danger:

 Cease all logging, land clearing, construction, and non-emergency maintenance and repair activities on Green Diamond lands until Green Diamond provides notice of release from Extreme Fire Danger stop work conditions.