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Klamath County, Oregon

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RETURN ADDRESS

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

DOCUMENT TITLE(S): TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

Reference Numbers(s) of related documents

GRANTOR(S)

SISKIYOU TIMBERLANDS, LLC, AN OREGON LIMITED LIABILITY COMPANY

GRANTEE(S)

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

Legal Description

THOSE CERTAIN PARCELS OF LAND LYING IN SECTION 36, TOWNSHIP 32 SOUTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, AND SECTION 1, TOWNSHIP 33 SOUTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, LOCATED IN JACKSON COUNTY, OREGON, BEING MORE FULLY DESCRIBED IN THE ATTACHED EXHIBIT A-1.

ALSO, THAT CERTAIN PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 38 SOUTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE FULLY DESCRIBED IN THE ATTACHED EXHIBIT A-1.

ALSO, THAT CERTAIN PARCEL OF LAND LYING IN SECTION 16, TOWNSHIP 31 SOUTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, DOUGLAS COUNTY, OREGON, BEING MORE FULLY DESCRIBED IN THE ATTACHED EXHIBIT A-1.

Assessor's Property Tax Parcel/Account Number

APN: 10213130; 10217271; R70988, R45501

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (this "Agreement") is dated effective as of May 2, 2019 (the "Effective Date") and is made and entered into between, Siskiyou Timberlands, LLC, an Oregon limited liability company, ("Grantor") whose address is 7135 Sportsfield Dr. NE, Seattle, WA 98155, 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"), located at 5615 Kirby Drive, Suite 500, Houston, TX 77005.

RECITALS:

A. Grantor is the owner of certain real property in Jackson, Douglas and Klamath Counties, Oregon, lying in Section 16, Township 31 South, Range 2 West, Section 36, Township 32 South, Range 2 West, Section 1, Township 33 South, Range 2 West, Section 4, Township 38 South, Range 5 East, 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 (the "Pipeline").

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, it is mutually agreed by and between the parties hereto as follows:

AGREEMENT:

1. **Right to Enter and Construct Pipeline Facilities.** Subject to, and in consideration of the faithful observance of and strict compliance with, the terms and conditions of this Agreement, Grantor hereby grants to Grantee the temporary license, right and privilege, during the term of this Agreement, to enter the portions of the Property identified and depicted on attached Exhibit "A-2" (the "construction workspace") for purposes of constructing the Pipeline and related facilities, including all surface and subsurface facilities and appurtenances thereto, including pipes, utility lines, cathodic protection equipment, vents, valves and valve operators, alarms, conduits, pig launchers and pig retrievers, vaults, fittings, surface placards, safety markers, and related pipeline appliances (collectively, "Pipeline Facilities"). The temporary right and license granted to Grantee in this Agreement shall include the rights during the term of this Agreement to clear, grade and trench the construction workspace, to string and bend pipe, to weld, coat, inspect and lower-in the Pipeline, to construct related surface and subsurface Pipeline Facilities, to backfill, re-grade, and restore the construction workspace, to mark the location of the Pipeline and perform testing of the Pipeline Facilities, and to bring onto the construction workspace all vehicles, equipment, materials and personnel which are necessary for the construction of the Pipeline Facilities in accordance with the standards set forth herein, all within the boundaries of the construction workspace. Grantee may permit its agents, affiliates, contractors, subcontractors, licensees, vendors or suppliers of Grantee furnishing materials or services, performing any construction activities on behalf Grantee or otherwise exercising any rights of Grantee under this Agreement (collectively, "Permittees") to exercise the rights granted to Grantee under this Agreement provided such exercise by any Permittee is directly related to the limited purposes of this Agreement and is in accordance with all terms and conditions of this Agreement.

It is understood and agreed by Grantor and Grantee that said construction workspace is to be used on a temporary basis in connection with the initial construction of Grantee's natural gas Pipeline Facilities. Upon completion of the above described work and final restoration of the construction workspace, Grantee's interest under this Agreement will automatically terminate and revert to Grantor, and Grantee's rights in the Property shall be governed exclusively by that certain Right-of-Way and Easement dated May 2, 2019 (the "Permanent Easement"), and that certain Timber Sale Agreement dated May 2, 2019 (the "Timber Sale Agreement"), between Grantor and Grantee.

The rights of Grantee under this Agreement are subject to any and all prior rights and interests of record, including all liens, encumbrances, easements, servitudes, rights of way, oil, gas, and mineral leases, and all other grants or reservations of record affecting the Property, and Grantor grants to Grantee no greater rights than Grantor has pursuant to any of the aforementioned matters. Grantee accepts the easements granted herein strictly "AS-IS," with all defects, apparent or latent, without any representation or warranty by Grantor or any representative of Grantor, expressed or implied, except that Grantor warrants that it is the fee simple owner of the Property with rights sufficient to grant the easements herein. Grantee hereby assumes all risk of its use of the easements and the exercise of its 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.

2. Restoration and Reforestation; Damage. Grantee agrees that within a reasonable time following the earliest to occur of (a) the expiration or earlier termination of this Agreement or (b) the completion of its work on any specific parcel of the Property, and as soon as weather and/or soil conditions first permit, Grantee will as near as practicable restore said construction workspace to its original grade and condition, at Grantee's sole risk and expense. Grantee shall promptly notify Grantor upon completion of its work on any specific parcel of the Property which results in the removal of any timber. Following such notice, Grantor may replant all areas where timber was removed by Grantee other than 15 feet on either side of the centerline of the Pipeline (the "Non-Timbered Corridor"). Such replanting shall 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. Grantee will reimburse Grantor within fifteen days of invoice for the full costs of such replanting including but not limited to any seedling costs and the cost of any third party services utilized in such reforestation. Additionally, Grantee will repair, or if such damage cannot be repaired, compensate Grantor for adequately documented damages directly resulting from its work including, but not limited to, any damages to 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. Damages to real or personal property will be repaired by Grantee or the Grantor will be compensated for such repairs. Grantee will promptly notify Grantor of any property damage occasioned by Grantee's or its Permittees' activities under this Agreement. If any such property (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 later), 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 Douglas 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.

3. **Consideration.** Grantor's execution and recording of this Agreement acknowledges receipt from Grantee of the monetary consideration paid by Grantee for the rights and privileges granted herein. Grantee shall not be entitled to any refund of consideration paid to Grantor for the rights and privileges granted herein by reason of termination of this Agreement, lack of development of the Pipeline, or for any other reason.

4. **Specifications.** Specific terms and conditions for construction, which will apply only to the initial construction of the Pipeline Facilities, are described in Exhibit "B" attached hereto and made a part of this Agreement (the "Construction Stipulations"). Wherever Grantee installs the Pipeline Facilities beneath existing roads on the Property or if Grantee desires to build any new roads on the Property, then Grantee will additionally comply with Grantor's minimum road building specifications set forth on Exhibit "C" (the "Road Specifications" and together with the Construction Stipulations, the "Specifications"). Grantee and its Permittees will conduct all activities under this Agreement and will construct the Pipeline Facilities in accordance with the Specifications.

5. **Compliance with Applicable Law, Permits and Regulatory Requirements.** Grantee shall conduct (and shall cause its Permittees to conduct) all operations and activities required or permitted under this Agreement in accordance with Applicable Law and the terms and conditions of all authorizations, permits, approvals or certificates from governmental authorities with respect to the Pipeline, the activities of Grantee or its Permittees in connection therewith, and the existence of the Pipeline on the Property. For purposes of this Agreement, "Applicable Law" means all laws, rules, regulations and agency or judicial orders now or hereafter in force of all federal, state and other governmental authorities to the extent applicable to the Pipeline and the activities of Grantee and its Permittees under this Agreement, including, but not limited to, (a) the Natural Gas Act, (b) all applicable rules, regulations and agency or judicial orders of FERC, the United States Department of Transportation and the Pipeline and Hazardous Materials Safety Administration; (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, (v) the prevention, suppression and control of fire, and (vi) any applicable local ordinances, authorizations, and permit requirements for land use, clearing, grading, and construction.

6. **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 on Exhibit "D" for the protection of such Property and the property of others adjacent to such property.

7. Indemnification.

a. 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.

b. 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. The indemnification obligations under this Agreement shall survive any expiration or earlier termination of this Agreement.

8. Insurance.

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

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

c. Commercial General Liability. Grantee shall carry primary Commercial General Liability insurance covering claims for bodily injury, property damage and personal injury arising out of this Agreement 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, pollution liability/environmental liability, and pollution arising out of heat, smoke or fumes from hostile fires, explosion, collapse, and underground damage, with limits not less than:

\$10,000,000 each occurrence;
\$10,000,000 each occurrence for personal injury and advertising injury;
\$10,000,000 aggregate for products and completed operations;
\$10,000,000 general aggregate limit, which shall apply separately to operations on the Property.

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

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

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

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

e. Automobile Liability Insurance. Grantee shall carry automobile liability insurance, including coverage for all owned, hired and non-owned automobiles (including "pollution from autos endorsement"). This coverage shall apply to both on and off site work and include loading and unloading of vehicles and shall name Grantor as an additional insured. The limits of liability shall be no less than \$1,000,000 combined single limit each accident for bodily injury and property damage. Automobile Liability Insurance shall be provided pursuant to a coverage form at least as broad as ISO form CA 0001. If Grantee is subject to the Motor Carrier Act of 1980, the Motor Carrier Act endorsement MCS-90 must be obtained and attached to the policy.

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

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

i. Additional Insureds: Except with regard to Workers' Compensation and Employer's Liability insurance, Siskiyou Timberlands, LLC and the Grantor Indemnified Persons, shall

be named as additional insureds, with respect to liability arising out of the activities of the Grantee or its Permittees. Such additional insured endorsement for Commercial General Liability coverage shall provide for additional insured status on both an on-going and completed operations basis and shall not require that the work performed be for the benefit of Grantor. The additional insured requirement for Commercial General Liability coverage is for the duration of this Agreement.

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

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

h. Other Requirements.

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

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

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

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

v. *No Limitation of Grantee's 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 their operations. Grantee's obligations to procure insurance are separate and independent of, and shall not limit Grantee's contractual indemnity and defense obligations. Grantor does not represent that coverages and limits required in this Agreement will necessarily be adequate.

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

vii. *Adjustments in Insurance.* Coverages in this Section 8 may be reviewed by Grantor and, upon Grantee's agreement, which agreement Grantee agrees not to unreasonably withhold, revised in Grantor's reasonable direction from time to time.

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

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

11. **Cooperation; Grantor's Concurrent Forestry Uses.**

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

b. Grantor's Forest Management Uses. Grantee acknowledges that Grantor is a commercial forest products company and that during the term of this Agreement, Grantor may desire or

have a need to conduct normal or emergency forest management and timber harvest activities on or adjacent to the construction workspace, which activities may include, but are not limited to, silvicultural activities and herbicide applications, pre-commercial thinning and commercial harvest activities, log hauling, rock source development, fire prevention and suppression activities, and other customary management activities. Grantor reserves the right during the term to use and cross the construction workspace for all such forest management activities provided that such activities do not unreasonably interfere with the safe construction of the Pipeline. The parties will cooperate with each other and will coordinate their respective activities so as to minimize disruption to Grantor's forest and property management activities, including establishing mutually agreeable yarder landings for Grantor's cable logging activities, suitable landings and other works areas for Grantor's ground based logging activities, and mutually agreeable haul routes and pipeline crossings (in each case to the extent falling within or impacting the construction workspace).

c. Carbon Project Disclosure and Conditions. Grantor has not registered the Property with 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"), but may choose to do so in the future. 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"). If Grantor chooses to participate in the Carbon Project, Grantor would be a "Forest Owner" and the "Offset Project Operator" (as those terms are defined in the Regulations and Protocol) for the Carbon Project, and Grantor would be 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, perform inventories and verify 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 except as allowed by law, 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.

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

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

14. **Term and Termination.**

a. Termination. The term of this Agreement will begin on the Effective Date and expires upon the earlier of ten (10) years after the Effective Date or three (3) years after issuance of the Certificate of Public Convenience and Necessity by the Federal Energy Regulatory Commission

("FERC") (the "Expiration Date"), unless sooner terminated as provided herein. This Agreement may be terminated prior to the Expiration Date only under the circumstances described below:

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

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

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

b. Effect of Termination.

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

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

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

15. **Miscellaneous.**

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

b. Waiver. Any failure of any party to exercise any power given to such party under this Agreement or to insist upon strict compliance with any obligation specified in this Agreement, and any customs, practices or course of dealings between the parties at variance with the terms of this

Agreement, do not constitute a waiver of either party's right to demand exact compliance with the terms of this Agreement.

c. Assignment. This Agreement is for the benefit of and is binding upon the parties hereto and their respective successors and assigns and shall be a covenant that runs with and burdens the Property and successor owners of the Property (or affected portions thereof). Either party may record this Agreement in the real property records of Douglas, Jackson and Klamath Counties, Oregon. 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.

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

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

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

g. Interpretation.

i. Words used in this Agreement regardless of the number and gender specifically used, are intended to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

ii. The words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation" and the word "or" is not exclusive. The words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole.

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

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

v. All obligations, duties, liabilities, and responsibilities of Grantee whatsoever arising pursuant to the provisions of this Agreement, or otherwise in law or in equity, shall apply with equal force to its Permittees where the context permits. Specific use of the terms "contractor," "subcontractor," "agent," "Permittee" and the like in certain sections of this Agreement, and omissions

of such terms in other sections, shall not be deemed to nullify or restrict the force and effect of this Agreement on such person only to such sections of this Agreement where such terms are specifically used. Use of the term "Permittee" in any section giving rise to duties or obligations of Grantee shall be deemed to include the subcontractors, agents, contractors, employees, and licensees of Grantee where the context permits.

h. Governing Law; Venue. 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. In addition, Grantor and Grantee agree that in the event of any dispute concerning this Agreement, venue for any cause of action arising out of, or having to do with, this Agreement shall be, and is, in state or federal courts for a county in which any of the Property is located.

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

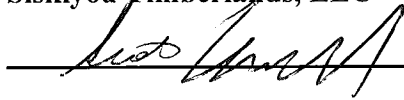
j. Entire Agreement. This Agreement, the Timber Sale Agreement, and the Permanent Easement, which incorporate and include any exhibits and attachments, contains the entire agreement of the parties with respect to the construction of the Pipeline on the Property, and there are no representations, warranties,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

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

WITNESS THE EXECUTION THIS 2 day of MAY, 2019.

GRANTOR:

Siskiyou Timberlands, LLC



BY:

NAME: SCOTT MARSHALL

TITLE: Managing Member

GRANTEE:

Pacific Connector Gas Pipeline L.P.

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



By:

Name: Tony Diace

Title: VP ENG Projects

ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 2nd day of May, 2019, personally appeared before me Scott D. Marshall, to me known to be the President of Siskiyou Timberland, LLC the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

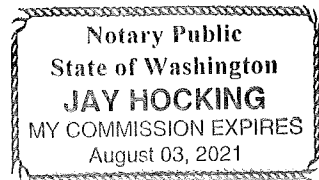
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature: [Signature]

Name (Print): Jay Hocking

NOTARY PUBLIC in and for the State of Washington, residing at:
Seattle

My appointment expires: August 03, 2021

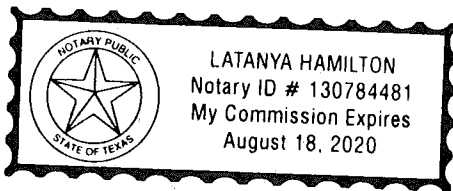


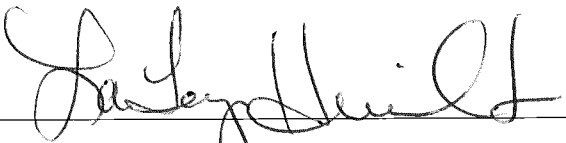
ACKNOWLEDGMENT

STATE OF TEXAS)
)ss.
COUNTY OF HARRIS)

On this 16th day of May, 2019, personally appeared Tony Diacee, proven to me to be the Authorized Signatory of Pacific Connector Gas Pipeline, LP, acting through its general partner, Pacific Connector Gas Pipeline, LLC, and acknowledged that she/he signed the forgoing instrument on behalf of and by authority of said entity and that the instrument is said entity's voluntary act and deed for the uses and purposes mentioned therein.

Before me:





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

EXHIBIT "A-1"

DESCRIPTION OF PROPERTY

DO-438.503TR (R45501)

The North Half of Section 16, Township 31 South, Range 2 West, Willamette Meridian, Douglas County, Oregon.

JK-450.000 (10213130)

All of Section 36, Township 32 South, Range 2 West, Willamette Meridian, Jackson County, Oregon;
LESS that portion described in Document No. 76-00170, Official Records of Jackson County, Oregon.

JK-451.000 (10217271)

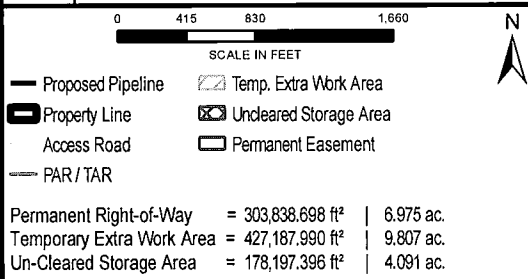
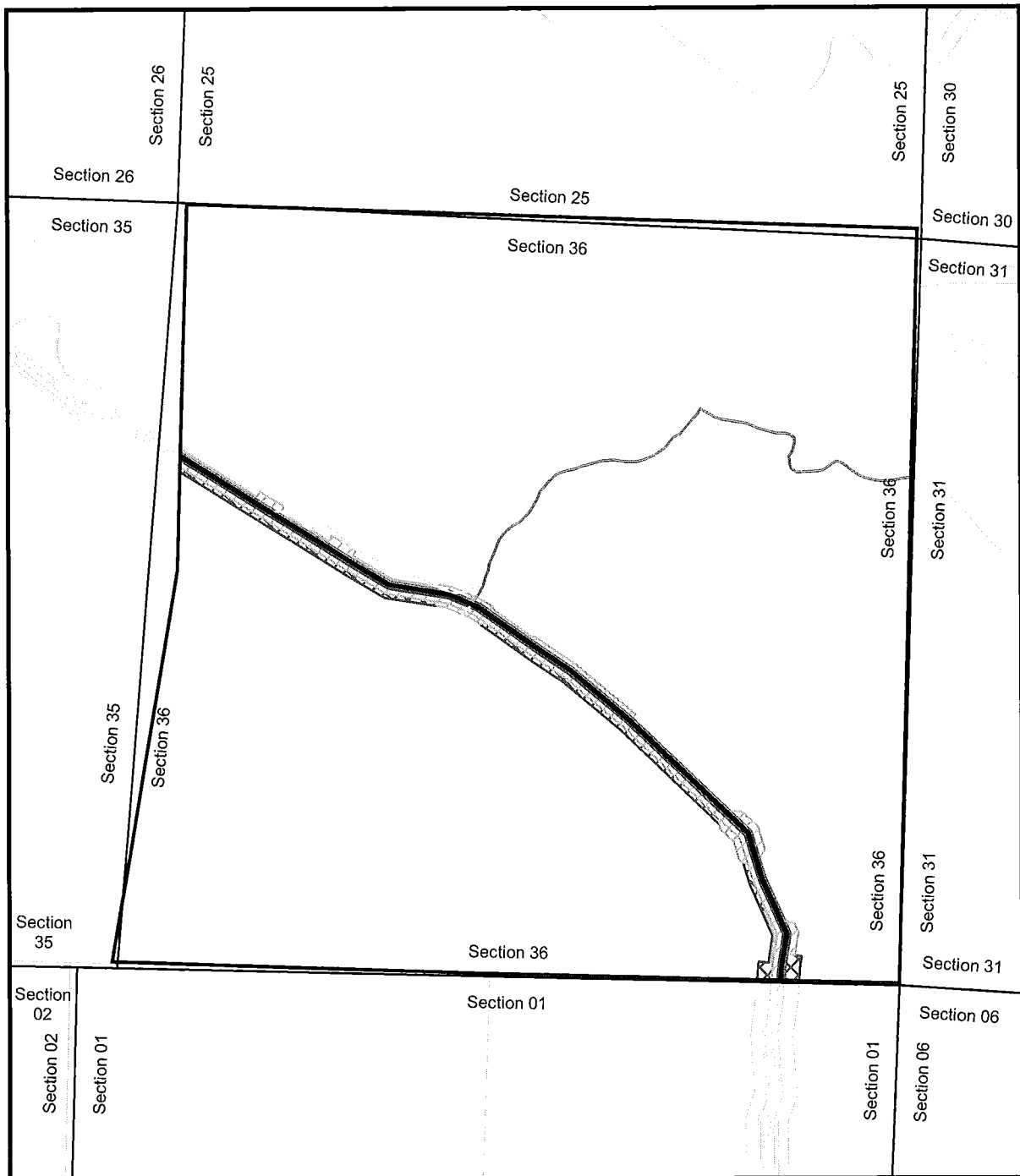
Lots 1, 2, 7 through 10, Section 1, Township 33 South, Range 2 West, Willamette Meridian, Jackson County, Oregon.

KH-567.001 (R70988)

The Southeast Quarter of Section 4, Township 38 South, Range 5 East, Willamette Meridian, excepting therefrom that portion conveyed to The United States of America for road, by Deed Recorded October 15, 1962, in Volume 340 Page 658, Deed Records of Klamath County, Oregon.

EXHIBIT "A-2"

MAP OF CLEARING LIMITS



REV 5

REVISED DATE:
4/17/2019

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

PROPERTY EXHIBIT
SISKIYOU TIMBERLANDS, LLC
APN: 10213130

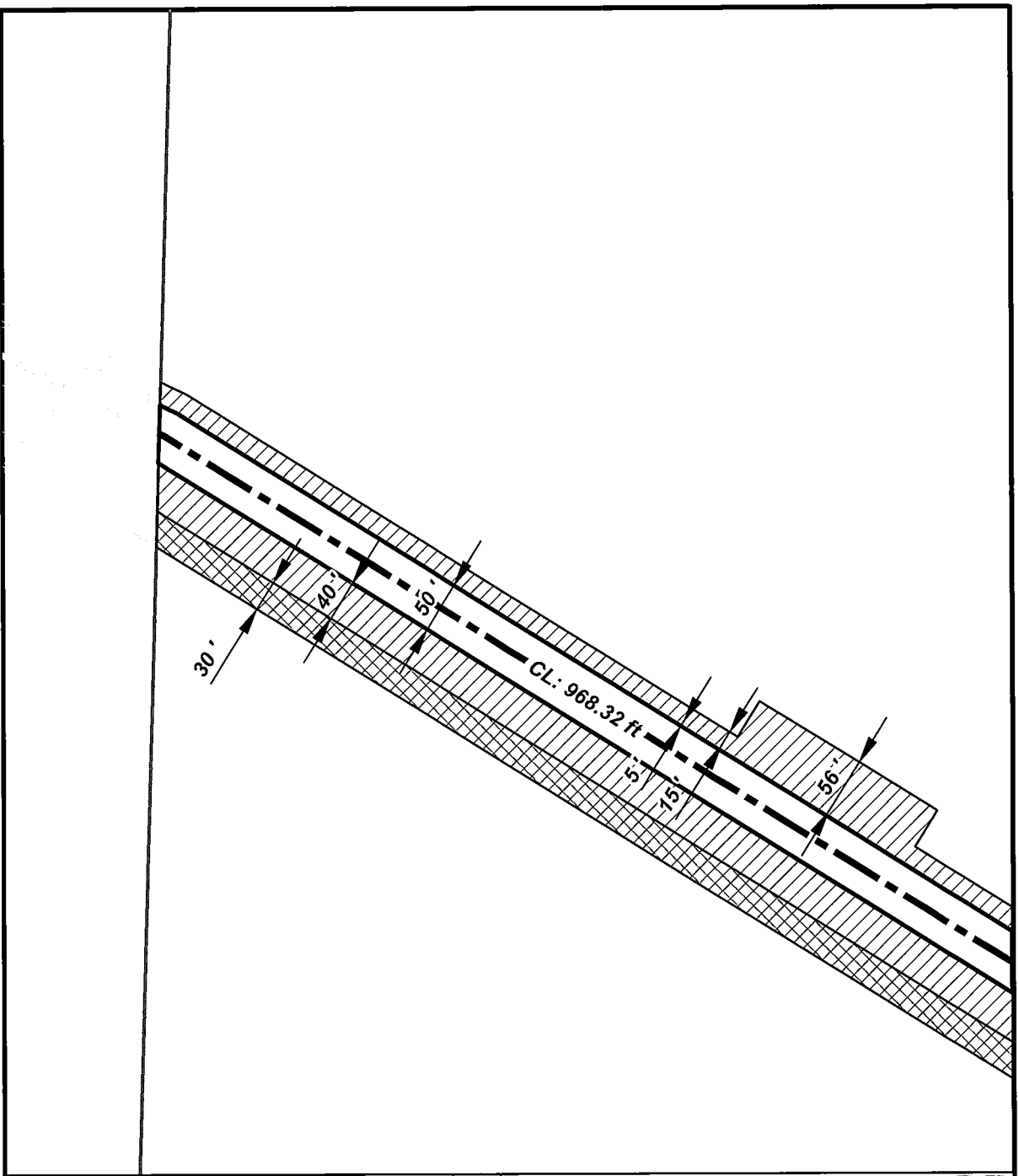
M.P. 113.23 TO M.P. 114.37
T-32 S, R-2 W S-36
JACKSON COUNTY, OREGON

DWG: 3430.33-X-JK-450.000

TRACT: JK-450.000








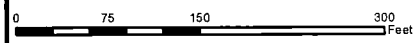
Source: C:\Users\blanusa\OneDrive\Documents\3430.33-X-JK-450.000\DWG\3430.33-X-JK-450.000.dwg - PGP-Approved RVR Exhibit\BVR\VR.mxd - DDP Index - 514



Length of Pipeline this Tract: 6040.56 ft

Legend

-  Proposed Pipeline
-  Permanent Easement = 303,838.698 ft² | 6.975 ac.
-  Temporary Extra Work Area = 427,187.990 ft² | 9.807 ac.
-  Uncleared Storage Area = 178,197.396 ft² | 4.091 ac.
-  Property Line



REV
5

REVISED DATE:
4/17/2019

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



PROPERTY EXHIBIT
SISKIYOU TIMBERLANDS, LLC
APN: 10213130

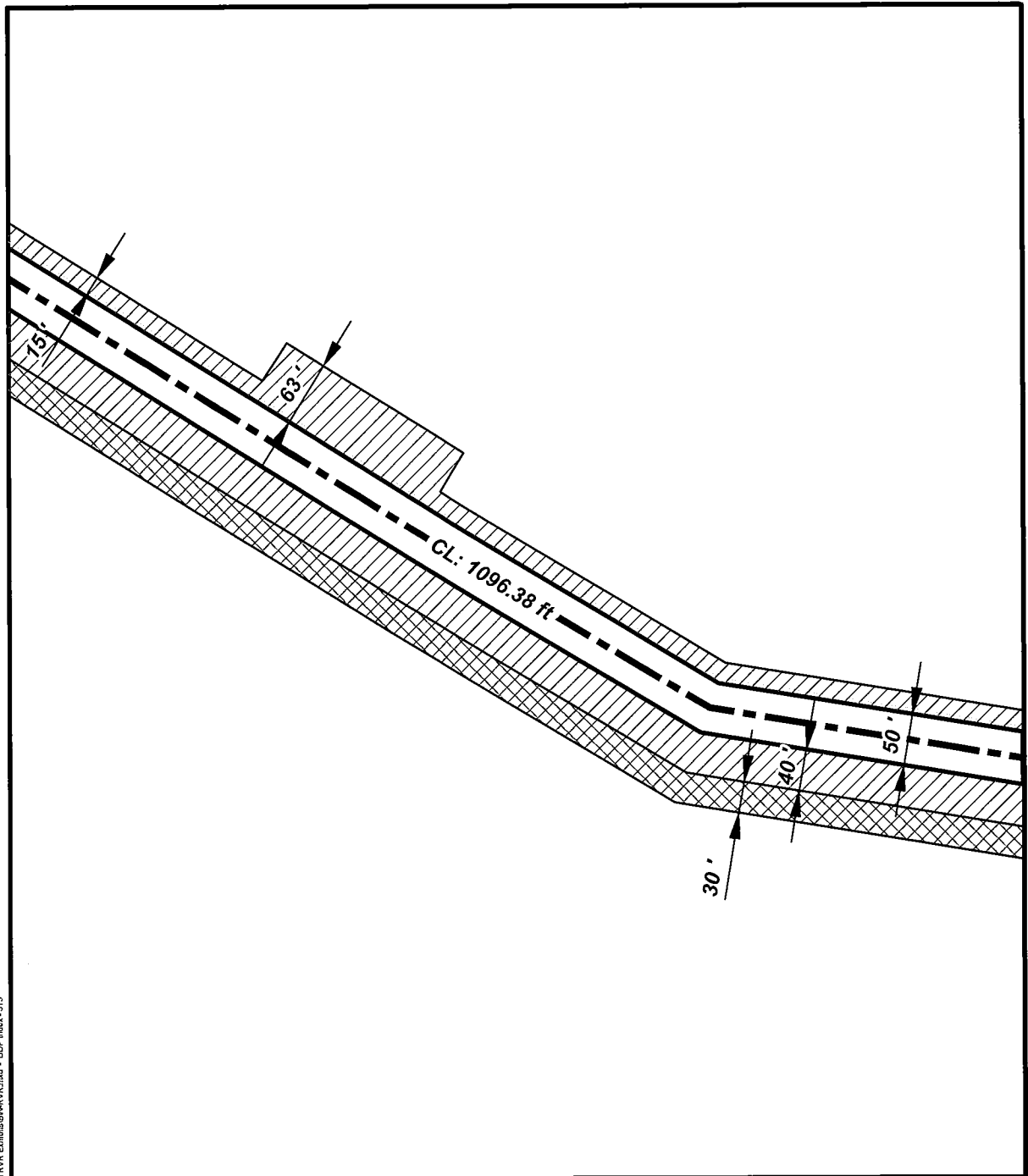
M.P. 113.23 TO M.P. 114.37
T-32 S, R-2 W Sec 36
JACKSON COUNTY, OREGON



DWG: 3430.33-X-JK-450.000 (1 of 6)

TRACT: JK-450.000

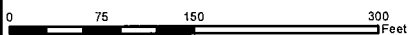
Disclaimer: The pipeline alignment shown is based on a line survey conducted by the project if permission to survey the property was granted by the landowner. The property boundary information was obtained from County tax maps. Because this exhibit is not based on a property survey the actual right-of-way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



Length of Pipeline this Tract: 6040.56 ft

Legend

- Proposed Pipeline
- Permanent Easement = 303,838.698 ft² | 6.975 ac.
- Temporary Extra Work Area = 427,187.990 ft² | 9.807 ac.
- Uncleared Storage Area = 178,197.396 ft² | 4.091 ac.
- Property Line



REV
5

REVISED DATE:
4/17/2019

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



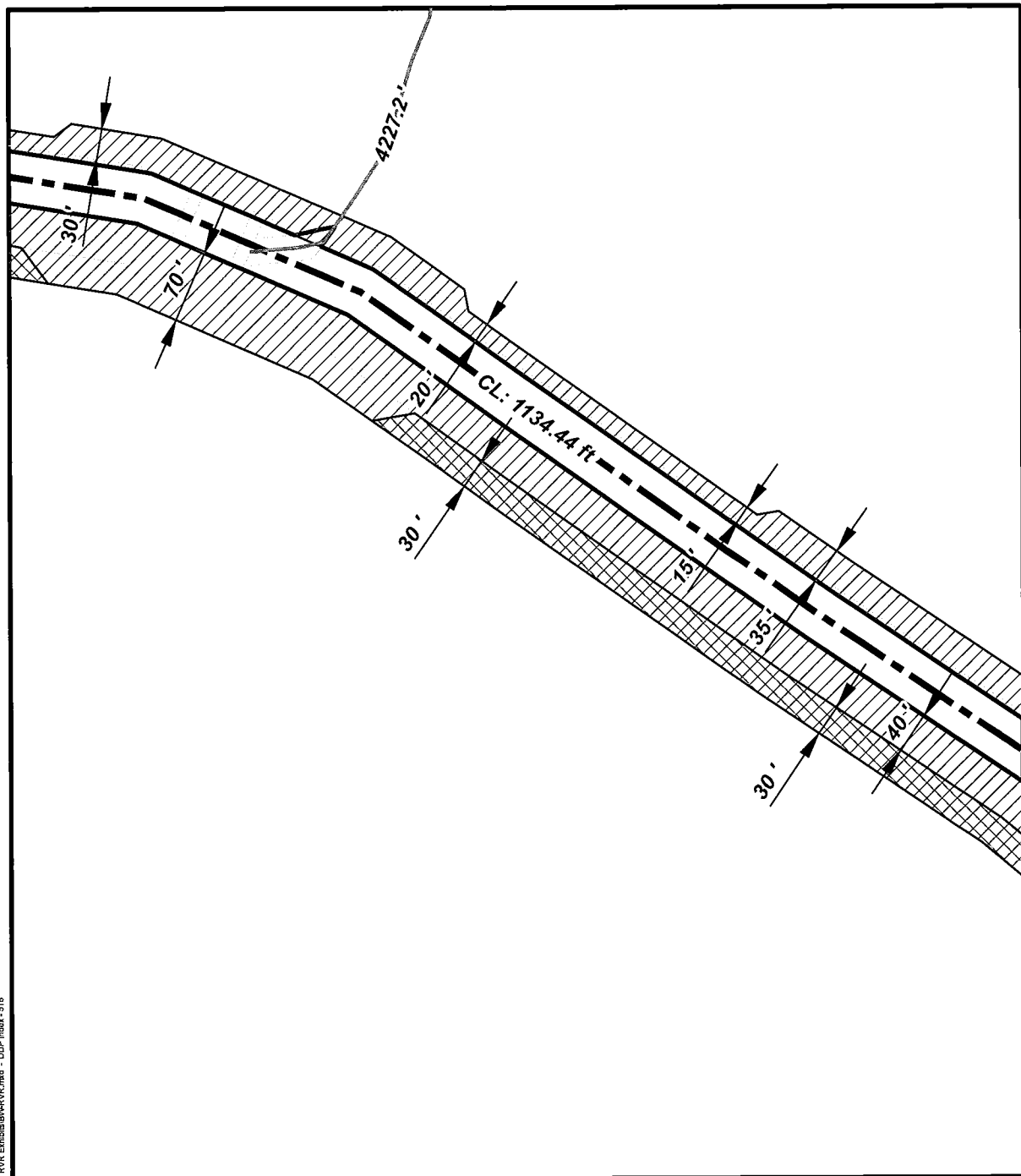
PROPERTY EXHIBIT
SISKIYOU TIMBERLANDS, LLC
APN: 10213130

M.P. 113.23 TO M.P. 114.37
T-32 S, R-2 W Sec 36
JACKSON COUNTY, OREGON

DWG: 3430.33-X-JK-450.000 (2 of 6)

TRACT: JK-450.000

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



Source: C:\Users\plattensin\Documents\p66793 - PCGP-Approved RVR Exhibit\BWR\VR_and - BDP Index-516

Length of Pipeline this Tract: 6040.56 ft

Legend

- Proposed Pipeline
- Permanent Easement = 303,838.698 ft² | 6.975 ac.
- Temporary Extra Work Area = 427,187.990 ft² | 9.807 ac.
- Uncleared Storage Area = 178,197.396 ft² | 4.091 ac.
- Property Line

0 75 150 300 Feet



REV 5
REVISED DATE:
4/17/2019

EXHIBIT "A-2"

PACIFIC CONNECTOR GAS PIPELINE, LP



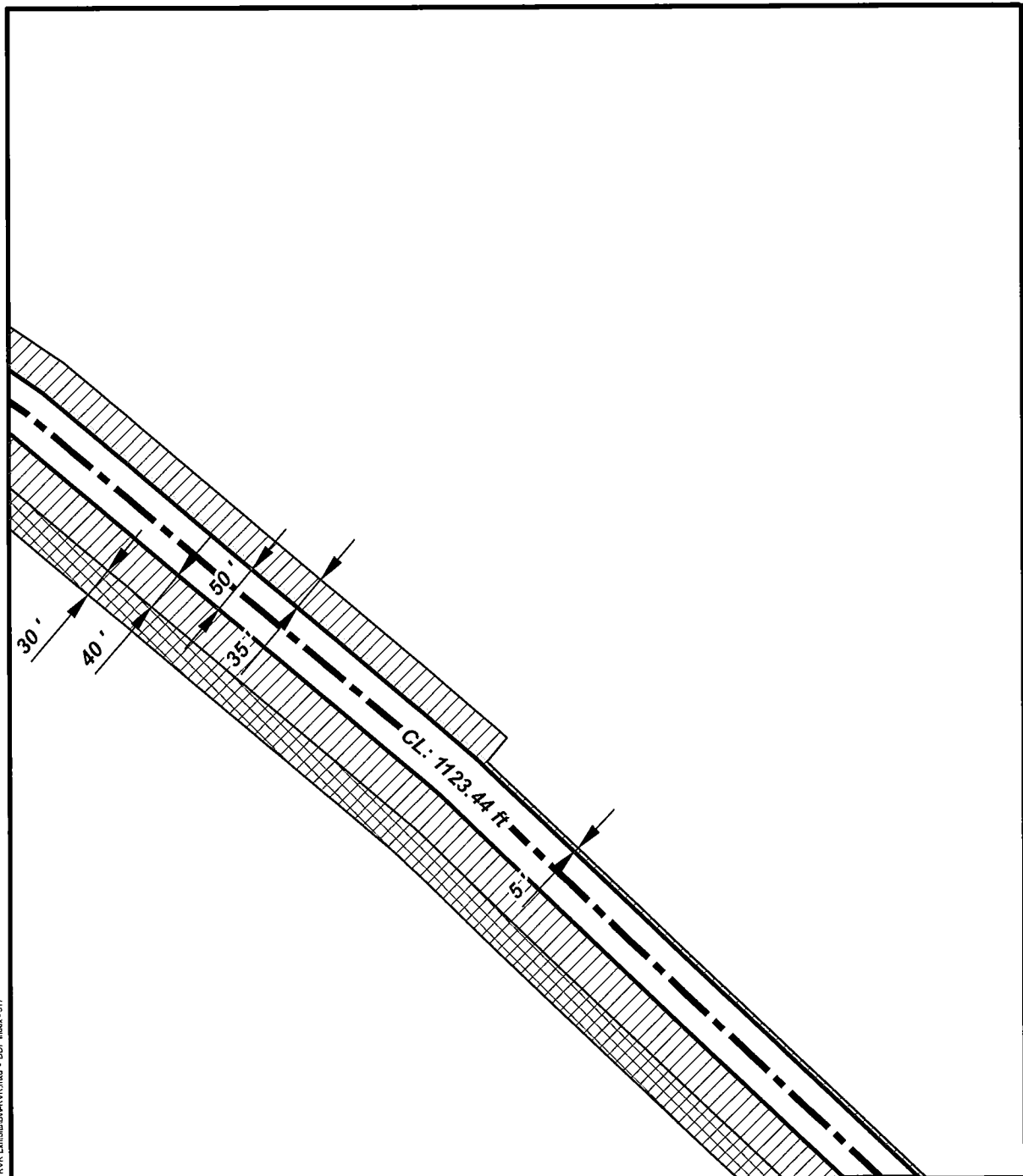
PROPERTY EXHIBIT
SISKIYOU TIMBERLANDS, LLC
APN: 10213130

M.P. 113.23 TO M.P. 114.37
T-32 S, R-2 W Sec 36
JACKSON COUNTY, OREGON

DWG: 3430.33-X-JK-450.000 (3 of 6)

TRACT: JK-450.000

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

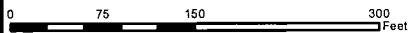


Source: C:\Users\pba\OneDrive\Documents\2019 - PCCP\Approved RVR - Exhibit\BMAPR.mxd - DDP Index - S17

Length of Pipeline this Tract: 6040.56 ft

Legend

- Proposed Pipeline
- Permanent Easement = 303,838.698 ft² | 6.975 ac.
- Temporary Extra Work Area = 427,187.990 ft² | 9.807 ac.
- Uncleared Storage Area = 178,197.396 ft² | 4.091 ac.
- Property Line



REV **5** REVISED DATE:
4/17/2019

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



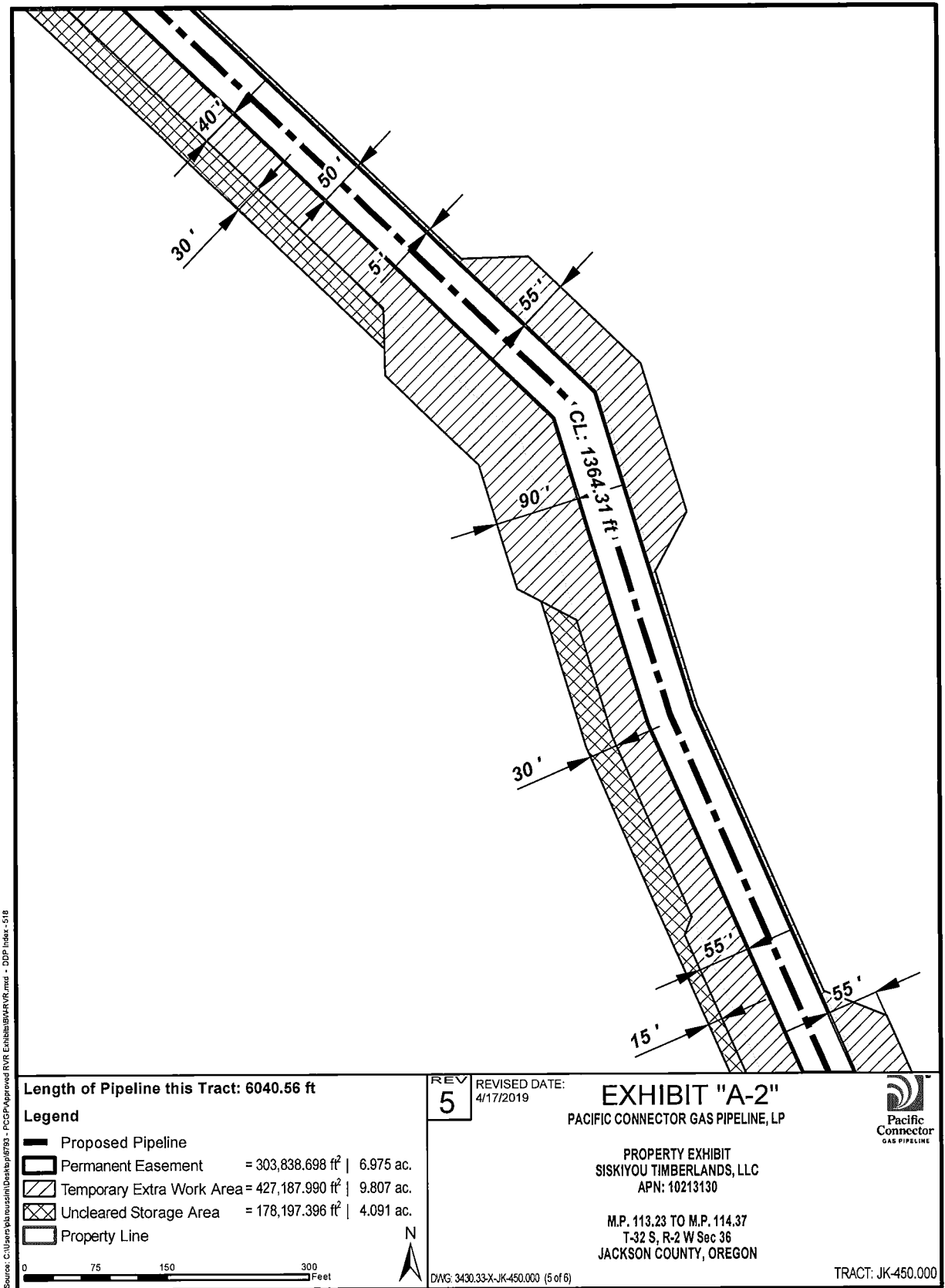
PROPERTY EXHIBIT
SISKIYOU TIMBERLANDS, LLC
APN: 10213130

M.P. 113.23 TO M.P. 114.37
T-32 S, R-2 W Sec 36
JACKSON COUNTY, OREGON

DWG. 3430.33-X-JK-450.000 (4 of 6)

TRACT: JK-450.000

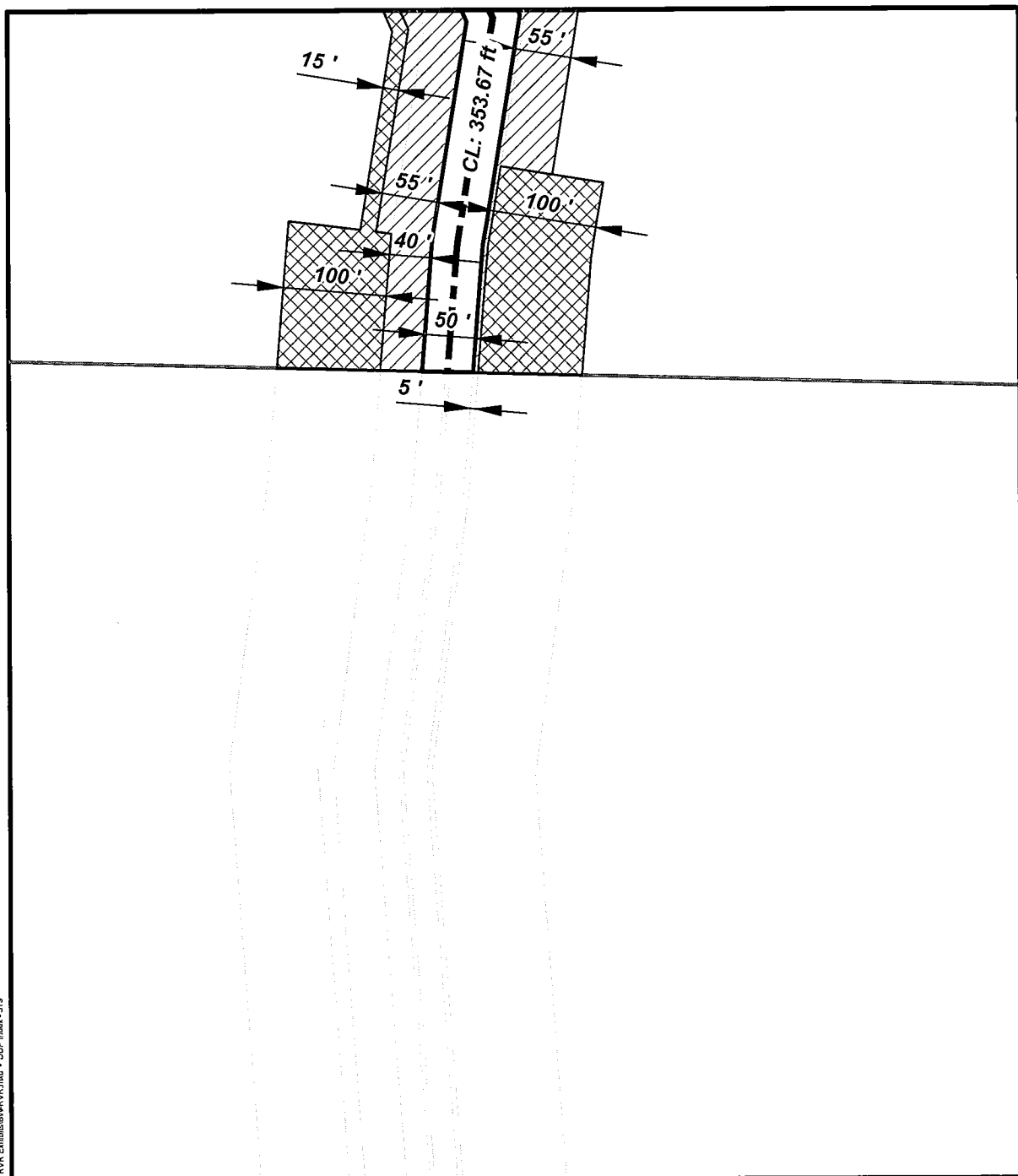
Disclaimer: The pipeline alignment shown is based on a line survey conducted by the project if permission to survey the property was granted by the landowner. The property boundary information was obtained from County tax maps. Because this exhibit is not based on a property survey the actual right-of-way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



Source: C:\Users\blausan\Documents\10213130 - PCGP\Approved RVR Exhibit\BMR\10213130 - DDP Index - 518

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

Source: C:\Users\blumman\OneDrive\p1893 - PCGP\Approved RVR Exhibit\BVR\VR.mxd - DDP Index - 519



Length of Pipeline this Tract: 6040.56 ft

Legend

- Proposed Pipeline
- Permanent Easement = 303,838.698 ft² | 6.975 ac.
- Temporary Extra Work Area = 427,187.990 ft² | 9.807 ac.
- Uncleared Storage Area = 178,197.396 ft² | 4.091 ac.
- Property Line

0 75 150 300 Feet



REV 5
REVISED DATE:
4/17/2019

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



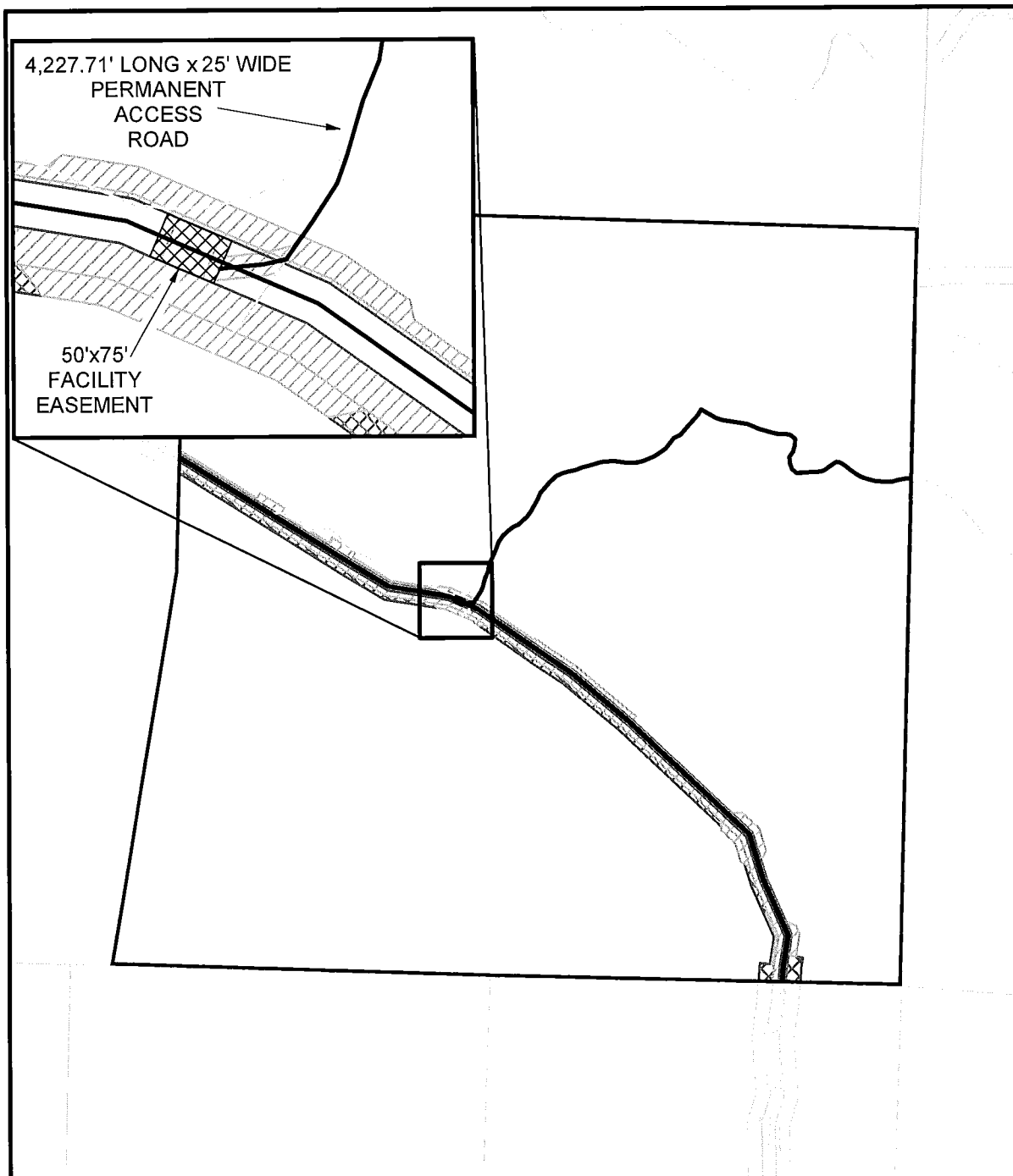
PROPERTY EXHIBIT
SISKIYOU TIMBERLANDS, LLC
APN: 10213130

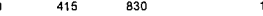








M.P. 113.23 TO M.P. 114.37
T-32 S, R-2 W Sec 36
JACKSON COUNTY, OREGON

DWG: 3430.33-X-JK-450.000 (6 of 6)

TRACT: JK-450.000

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



			
SCALE IN FEET			
	Proposed Pipeline		Temp. Extra Work Area
	Property Line		Uncleared Storage Area
	Access Road		Permanent Easement
	PAR / TAR		Facility & PAR Easement
New Facility Easement		=	3,750 ft ² 0.086 ac.
Permanent Access Road		=	4,227.71'



REV
4

REVISED DATE:
4/17/2019

EXHIBIT "A-2"

PACIFIC CONNECTOR GAS PIPELINE, LP

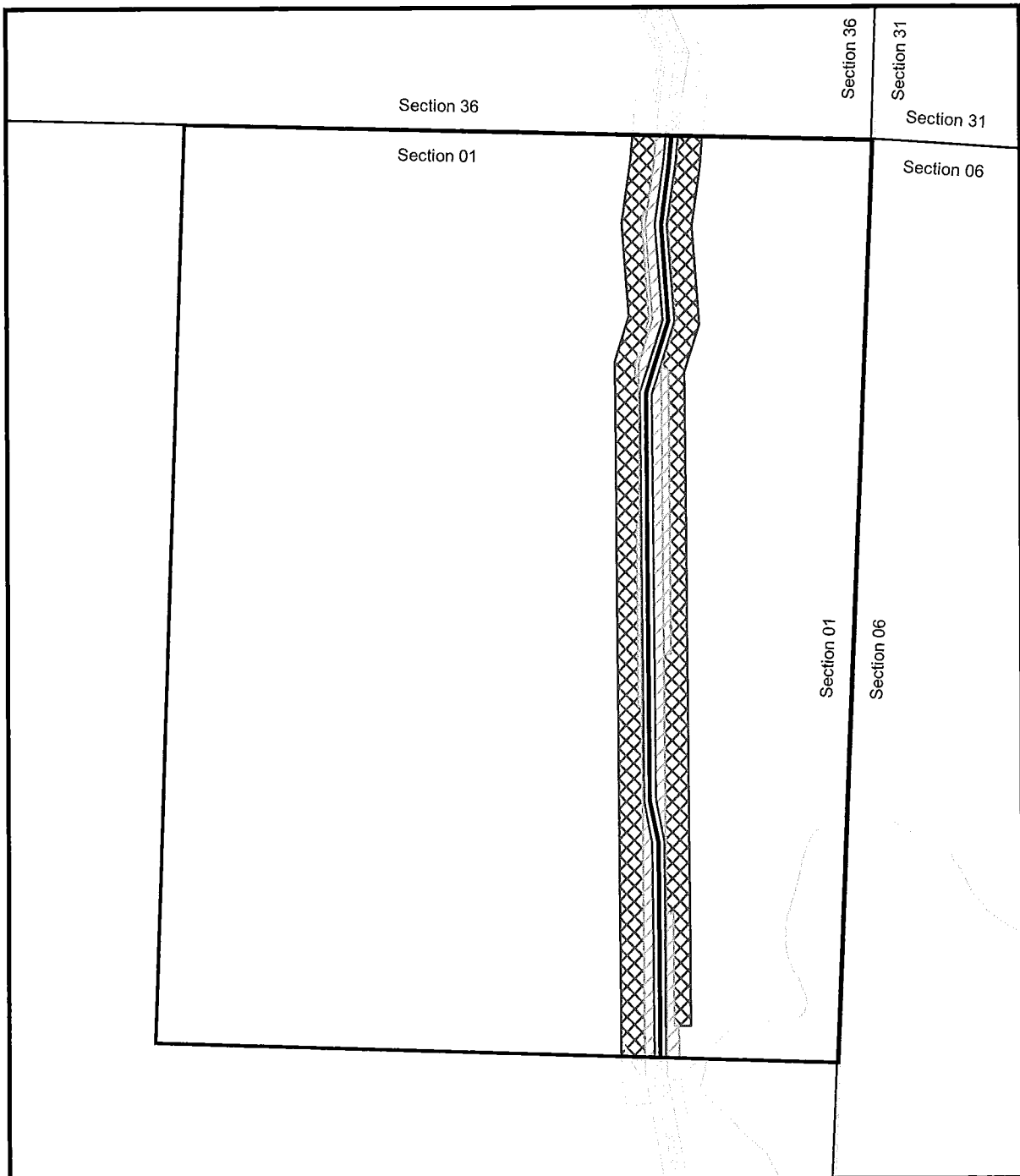
VALVE SITE EXHIBIT - BVA-9
SISKIYOU TIMBERLANDS, LLC
APN: 10213130

M.P. 114.37 TO M.P. 113.23
T-32 S, R-2 W S-36
JACKSON COUNTY, OREGON

DWG. 3430.33-X-JK-450.000



TRACT: JK-450.000



0 245 490 980
SCALE IN FEET

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

Permanent Right-of-Way = 196,088.624 ft² | 4.502 ac.
Temporary Extra Work Area = 253,575.243 ft² | 5.821 ac.
Un-Cleared Storage Area = 697,344.694 ft² | 16.009 ac.



REV
5

REVISED DATE:
4/17/2019

EXHIBIT "A-2"

PACIFIC CONNECTOR GAS PIPELINE, LP

PROPERTY EXHIBIT
SISKIYOU TIMBERLANDS, LLC
APN: 10217271

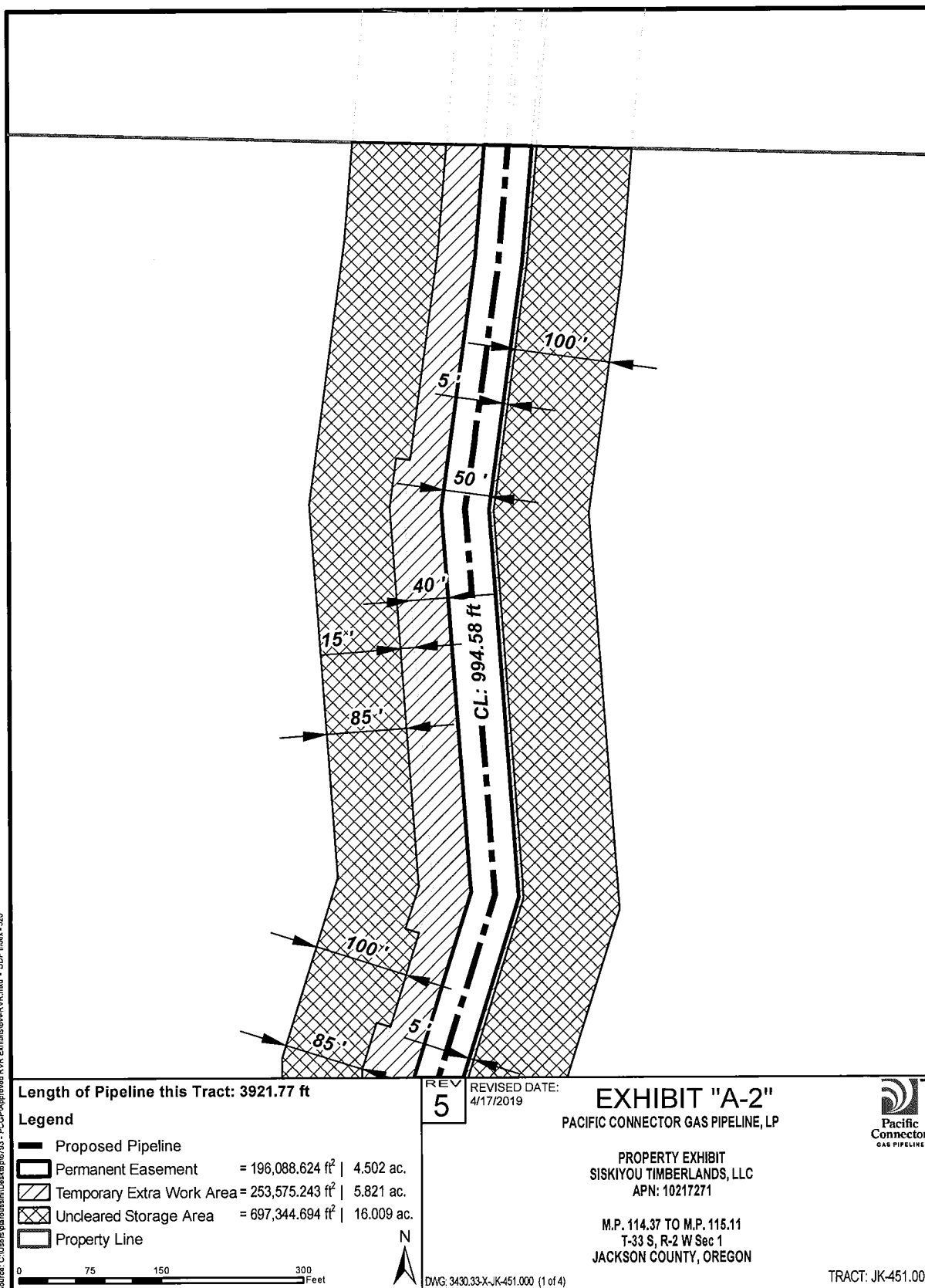
M.P. 114.37 TO M.P. 115.11
T-33 S, R-2 W S-1
JACKSON COUNTY, OREGON

DWG. 3430.33-X-JK-451.000



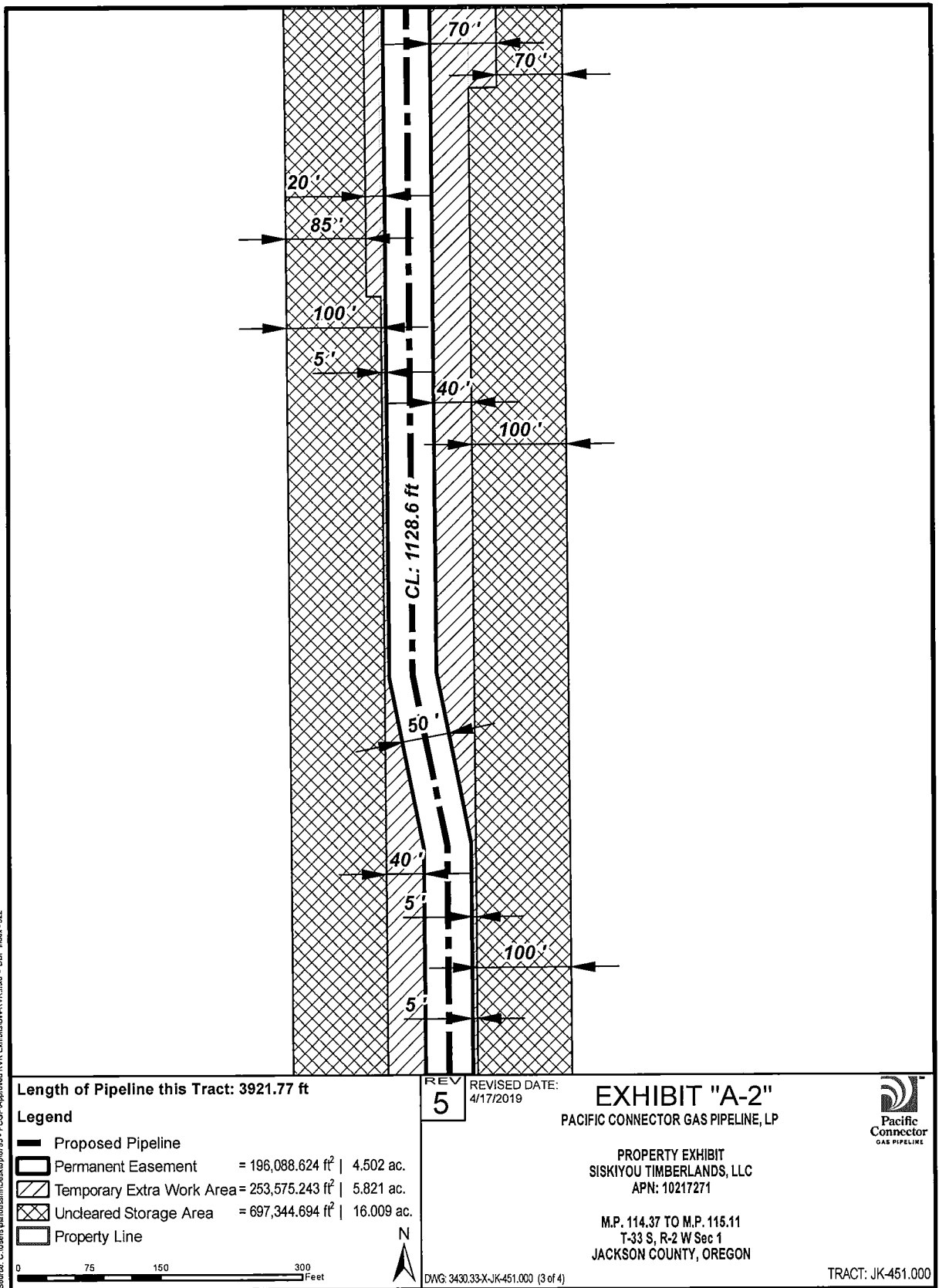
TRACT: JK-451.000

Source: C:\Users\blair\OneDrive\Documents\PG&P\Approved RVR Exhibits\BWM\RVR.mxd - DDP Index - 520



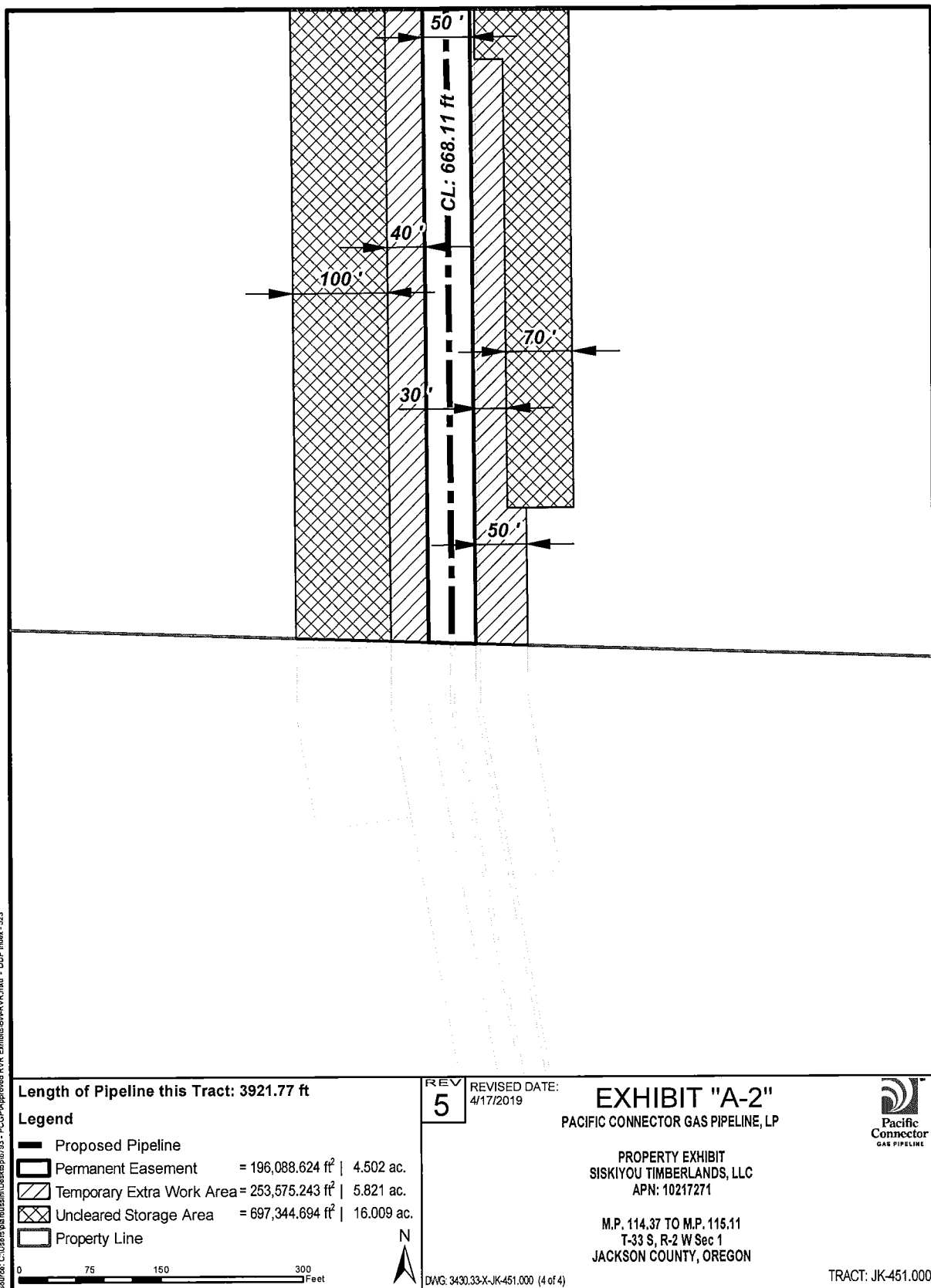
Disclaimer: The pipeline alignment shown is based on a line survey conducted by the project if permission to survey the property was granted by the landowner. The property boundary information was obtained from County tax maps. Because this exhibit is not based on a property survey the actual right-of-way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

Source: C:\Users\blair\OneDrive\Documents\Projects\PCGP\Approved RVR Exhibit\BWRVR.mxd - DDP Index - 522

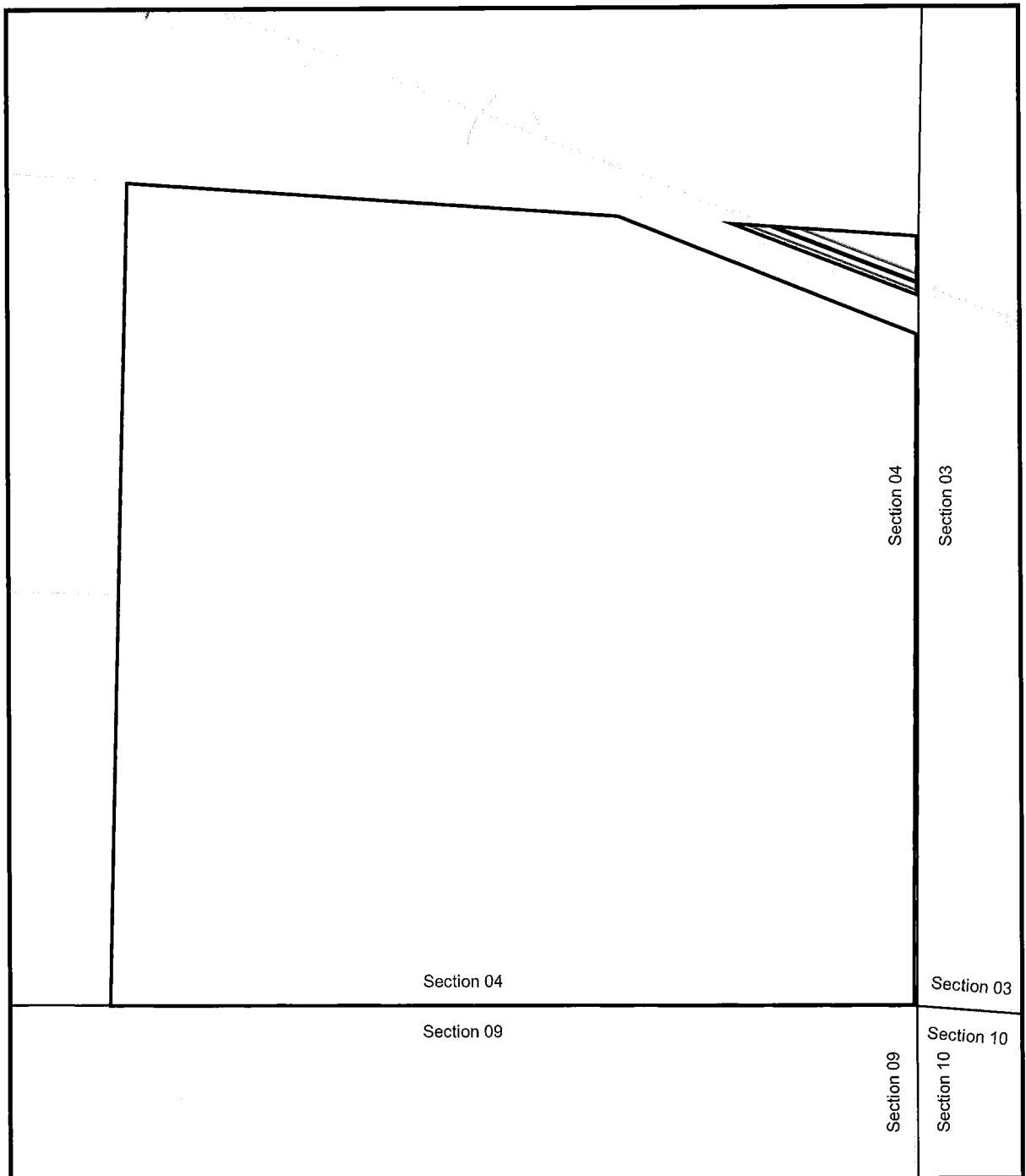


Disclaimer: The pipeline alignment shown is based on a line survey conducted by the project if permission to survey the property was granted by the landowner. The property boundary information was obtained from County tax maps. Because this exhibit is not based on a property survey the actual right-of-way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

Source: C:\Users\blanusa\OneDrive\Documents\PCGP\Approved RVR Exhibit\BWR\BWR.mxd - DDP Index - 523



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.



SCALE IN FEET		
— Proposed Pipeline	Temp. Extra Work Area	
Property Line	Uncleared Storage Area	
— Access Road	Permanent Easement	
— PAR / TAR		
Permanent Right-of-Way	= 26,376.817 ft ²	0.606 ac.
Temporary Extra Work Area	= 15,196.187 ft ²	0.349 ac.
Un-Cleared Storage Area	= 0.000 ft ²	0.000 ac.



REV
4

REVISED DATE:
4/17/2019

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

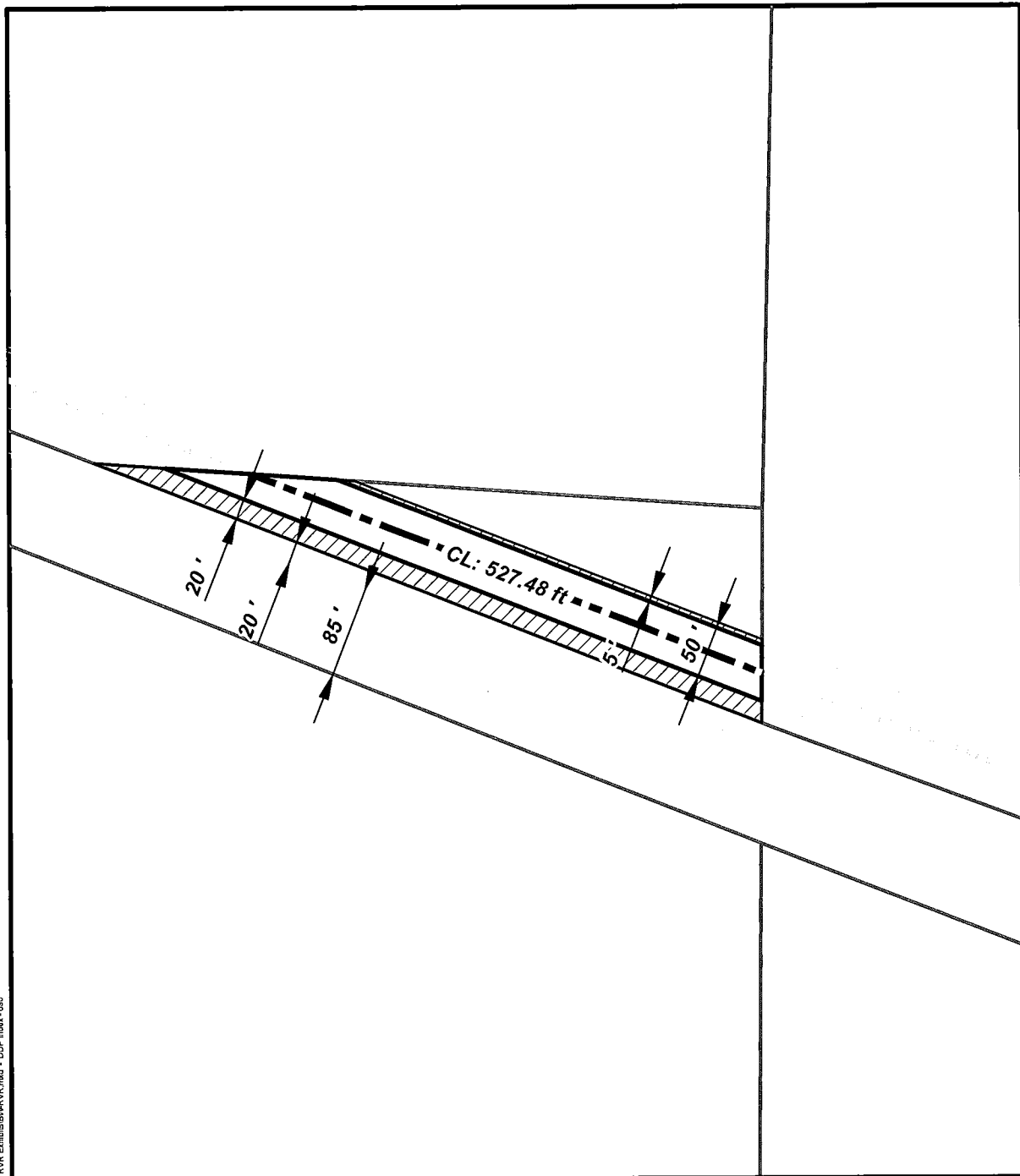
PROPERTY EXHIBIT
SISKIYOU TIMBERLANDS, LLC
APN: R70988

M.P. 169.94 TO M.P. 170.04
T-38 S, R-5 E S-4
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-567.001



TRACT: KH-567.001



Length of Pipeline this Tract: 527.48 ft

Legend

- Proposed Pipeline
- Permanent Easement = 26,376.817 ft² | 0.606 ac.
- Temporary Extra Work Area = 15,196.187 ft² | 0.349 ac.
- Uncleared Storage Area = 0.000 ft² | 0.000 ac.
- Property Line

0 75 150 300 Feet



REV
4

REVISED DATE:
4/17/2019

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



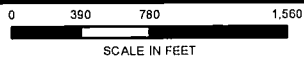
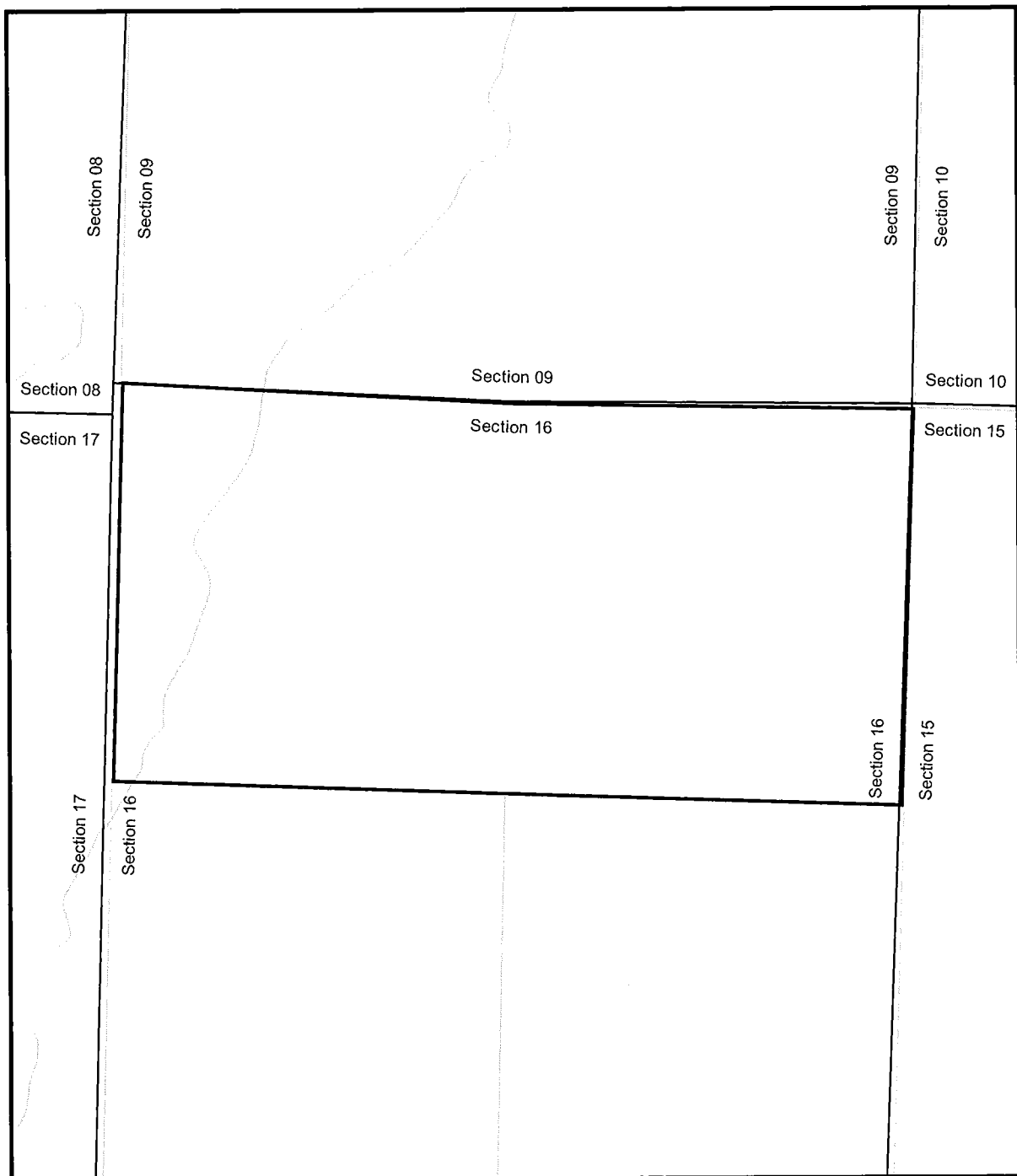
PROPERTY EXHIBIT
SISKIYOU TIMBERLANDS, LLC
APN: R70988

M.P. 169.94 TO M.P. 170.04
T-38 S, R-5 E Sec 4
KLAMATH COUNTY, OREGON

DWG: 3430.33-X-KH-567.001 (1 of 1)

TRACT: KH-567.001

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.



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

Permanent Right-of-Way	=	0.000 ft ²		0.000 ac.
Temporary Extra Work Area	=	0.000 ft ²		0.000 ac.
Un-Cleared Storage Area	=	0.000 ft ²		0.000 ac.



REV
5

REVISED DATE:
4/17/2019

EXHIBIT "A-2"

PACIFIC CONNECTOR GAS PIPELINE, LP

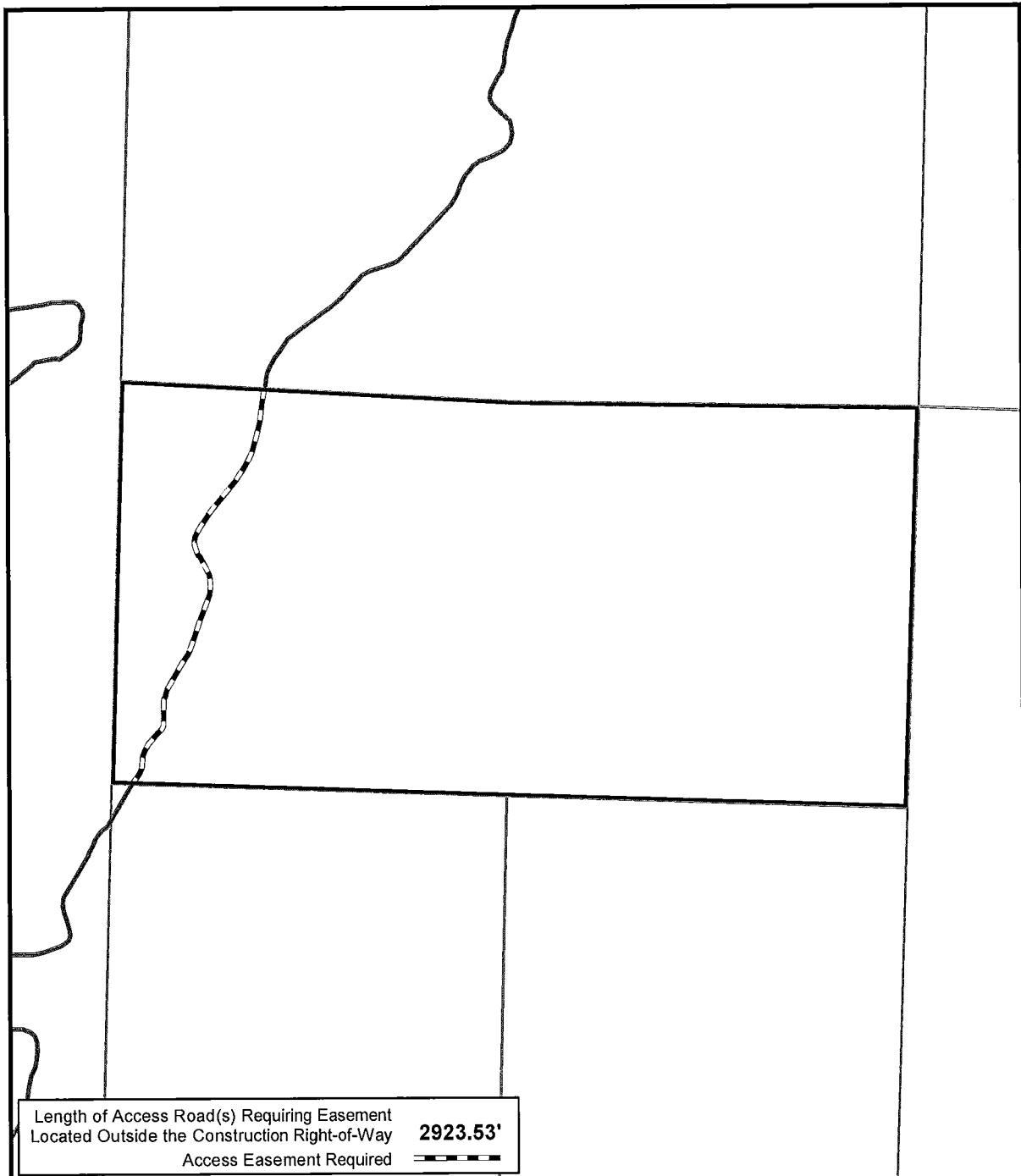
PROPERTY EXHIBIT
SISKIYOU TIMBERLANDS, LLC
APN: R46501

M.P. - TO M.P. -
T-31 S, R-2 W S-16
DOUGLAS COUNTY, OREGON

DWG: 3430.33-X-DO-438.503



TRACT: DO-438.503



0 390 780 1,560
SCALE IN FEET



REV
5

REVISED DATE:
4/17/2019

EXHIBIT "B-1"
PACIFIC CONNECTOR GAS PIPELINE, LP



ACCESS ROAD EXHIBIT - DO-438.503
SISKIYOU TIMBERLANDS, LLC
APN: R45501

T 31 S, R 2 W Section 16
DOUGLAS COUNTY, OREGON

- PCGP Proposed Route
- RR
- - - Public Road
- Access Road
- - - No Ingress / Egress
- Permanent Access Road
- - - Temporary Access Road

DWG DO-438.503 - AR

TRACT: DO-438.503

EXHIBIT "B"

CONSTRUCTION STIPULATIONS

In accordance with the terms and conditions of this Agreement, the Grantor and Grantee agree that the Pipeline Facilities will be constructed on Grantor's Property in accordance with the following terms and conditions, in each case at Grantee's sole risk and expense:

1. Grantee will notify Grantor, in writing, of the construction activity 30 days prior to start of survey and via phone or writing, at least 7 days prior to the clearing/tree removal and construction preparation of the right of way on the Grantor's Property.
2. Grantee will remove all unused materials, garbage, construction waste and debris after completion of construction activities.
3. Grantee will restore all access roads disturbed by construction to condition equal to or better than existed prior to construction. Restoration will include final grading where necessary.
4. Grantee will re-seed disturbed areas along the right of way with a seed mix native to the area or as specified by the Grantor.
5. Grantee will restore the property after construction to as close to the original contour and condition as is practical.
6. Grantee will construct its Pipeline Facilities in compliance with all applicable laws, including, but not limited to engineering design and safety standards of the Department of Transportation and Pipeline and Hazardous Materials Safety Administration in force at the time of construction.
7. Grantee will protect all survey monuments located within the construction workspace. In the event survey monuments are disturbed and/or destroyed, it will be the responsibility of the Grantee to re-establish the survey monuments in conformity with survey standards then currently established for the State of Oregon.
8. To the maximum extent possible, topsoil will be excavated and segregated from subsoil into separate stockpiles to allow for the re-establishment of the original soil profile. In places that have less than 12 inches of topsoil, all topsoil will be removed and stored separately. Once construction is complete, the subsoil will be placed into the trench first, followed by the topsoil.
9. Excess excavation can be sidecast and/or disposed of at a designated waste area. No excess excavation shall be placed outside the clearing limits or in an unstable location unless authorized by a representative of Grantor.
10. The Pipeline will be covered to a minimum depth of three (3) feet (thirty-six inches) in all locations (after giving effect to construction settlement) or such greater minimum depth as may be required by any Applicable Law. The Pipeline will be covered to a minimum of five (5) feet (sixty inches) cover from the top of the pipe to road surface at all locations where the Pipeline intersects a public or private road crossing used by Grantor for management of the Property.
11. Prior to commencing any construction or any alteration of the Pipeline Facilities or other temporary structures on the Property, Grantee shall furnish to Grantor, for review and

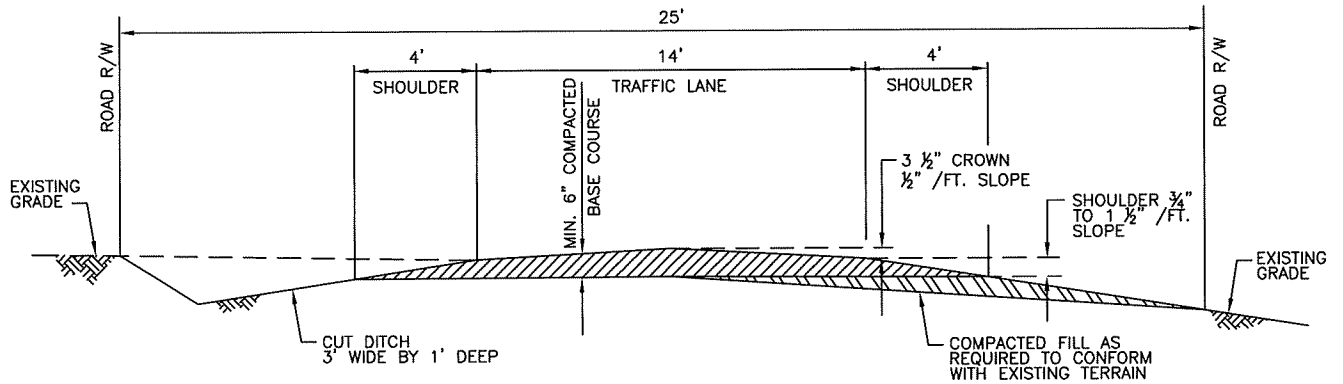
comment as to work coordination and site safety, a detailed description of the work to be performed by Grantee or its Permittees, including, without limitation, the name of all proposed contractor(s), estimated time frame for completion of the work, and plans and drawings for the applicable Pipeline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

EXHIBIT "C"

ROAD SPECIFICATIONS

- A. Standards for Installation of Pipeline Facilities Beneath Existing Roads on the Property.
 - 1. The minimum depth between the top of the pipeline and the road surface shall be five (5) feet.
 - 2. The pipe and fill material around the pipe shall be installed so that heavy logging equipment and logging trucks with a weight of up to 60,000 lbs per axle or 200,000 lbs per load may routinely use roads crossing the pipeline without damaging the pipeline or otherwise creating a safety risk.
- B. Standards for Construction of New Roads on the Property. See Detail 56, 56a, and 56b attached to this Exhibit C.

DETAIL 56 **TYPICAL ACCESS ROAD CROSS SECTION**



CROSS SECTION
N.T.S.

NOTES:

1. SEE DETAILS 56a & 56b (DWG. NO. B8300.01-13A-00228 & 229) FOR CONSTRUCTION SPECIFICATION NOTES.

Pacific Connector Gas Pipeline			NPS 36 KLAMATH TO JORDAN COVE PIPELINE CROSSING DETAILS TYPICAL ACCESS ROAD CROSS SECTION			
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CHK BY DM	SCALE NTS	PRINT ISSUED		SHEET NO. 1 OF 1		
APPR. BY MM						

DETAIL 56a

TYPICAL ACCESS ROAD CROSS SECTION

CONSTRUCTION SPECIFICATION FOR SUITABLE BASE MATERIAL PER OREGON DOT REQUIREMENTS FOR COURSE ROADS

1. PREPARATION OF SUBGRADE

1.1 SCOPE

THIS SECTION GOVERNS THE PREPARATION OF SUBGRADE PRIOR TO INSTALLATION OF BASE COURSES. COMPACTION SHALL BE TO NOT LESS THAN 95% MAXIMUM DENSITY OF THE MATERIAL IN ACCORDANCE WITH ASTM D-698, AASHTO T-99 OR MODIFIED AASHTO.

1.2 CONSTRUCTION METHODS

THE ROADBED SHALL BE EXCAVATED AND SHAPED TO CONFORM WITH THE TYPICAL SECTIONS SHOWN ON THE DRAWINGS AND TO THE LINES AND GRADES AS ESTABLISHED BY THE COMPANY REPRESENTATIVE. ALL UNSTABLE OR OTHERWISE OBJECTIONABLE MATERIAL SHALL BE REMOVED FROM THE SUBGRADE AND REPLACED WITH APPROVED MATERIAL. ALL HOLES, RUTS AND DEPRESSIONS SHALL BE FILLED WITH APPROVED MATERIAL, AND IF REQUIRED, THE SUBGRADE SHALL BE THOROUGHLY WETTED WITH WATER AND RESHAPED AND ROLLED TO THE EXTENT REQUIRED IN ORDER TO PLACE THE SUBGRADE IN AN ACCEPTABLE CONDITION TO RECEIVE THE BASE MATERIAL. THE SURFACE OF THE SUBGRADE SHALL BE FINISHED TRUE TO LINE AND GRADE ESTABLISHED IN CONFORMITY WITH THE TYPICAL SECTION SHOWN ON THE DRAWINGS. ANY DEVIATION IN EXCESS OF 1/2 INCH IN CROSS SECTION AND IN A LENGTH OF 16 FT. MEASURED LONGITUDINALLY SHALL BE CORRECTED BY LOOSENING, ADDING OR REMOVING MATERIAL, RESHAPING AND COMPACTING BY SPRINKLING AND ROLLING. SUFFICIENT SUBGRADE SHALL BE PREPARED IN ADVANCE TO ENSURE SATISFACTORY EXECUTION OF THE WORK. MATERIAL EXCAVATED FOR THE PREPARATION OF THE SUBGRADE SHALL BE UTILIZED IN THE CONSTRUCTION OF ADJACENT SHOULDERS AND SLOPES OR OTHERWISE DISPOSED OF AS DIRECTED, AND ANY ADDITIONAL MATERIAL REQUIRED FOR THE COMPLETION OF THE SHOULDERS AND SLOPES SHALL BE SECURED FROM SOURCES INDICATED ON THE DRAWINGS OR DESIGNATED BY THE COMPANY REPRESENTATIVE.

2. SUITABLE BASE MATERIAL PER OREGON DOT REQUIREMENTS

2.1 THIS SECTION GOVERNS CONSTRUCTION OF A BASE COURSE OF SUITABLE BASE MATERIAL PER OREGON DOT REQUIREMENTS. COMPACTED IN LAYERS UPON PREVIOUSLY PREPARED SUBGRADE OR SUB-BASE, TO A FINISHED THICKNESS OF 6 INCHES IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS.

2.2 THE MATERIAL SHALL CONSIST OF SUITABLE BASE MATERIAL PER OREGON DOT REQUIREMENTS, WITH OR WITHOUT STONE, CONGLOMERATE, GRAVEL, SAND OR OTHER GRANULAR MATERIALS. ALL THE ACCEPTABLE MATERIAL SHALL BE SCREENED, AND THE OVERSIZE SHALL BE CRUSHED AND RETURNED TO THE SCREENED MATERIAL IN SUCH A MANNER THAT A UNIFORM PRODUCT WILL BE PRODUCED. THE PROCESSED MATERIAL, WHEN PROPERLY SLAKED AND TESTED BY STANDARD LABORATORY METHODS, SHALL MEET THE FOLLOWING REQUIREMENTS:

PASSING 2 INCH SCREEN 100%
RETAINED ON 40 MESH SIEVE 0 TO 90%

2.3 MATERIAL PASSING THE 1/4 INCH SCREEN SHALL BE KNOWN AS "BINDER", AND THAT PORTION OF THE BINDER MATERIAL PASSING THE 40 MESH SIEVE SHALL BE KNOWN AS "SOIL BINDER" AND SHALL MEET THE FOLLOWING REQUIREMENTS:

THE LIQUID LIMIT SHALL NOT EXCEED 35
THE PLASTICITY INDEX SHALL NOT EXCEED 6
THE LINEAR SHRINKAGE SHALL NOT EXCEED 8.5%

2.4 THE BASE COURSE SHALL NOT BE CONSTRUCTED DURING FREEZING WEATHER OR ON WET OR FROZEN SUBGRADE OR SUB-BASE.

2.5 ALL LOOSE OR FOREIGN MATERIAL SHALL BE REMOVED. SUBGRADE OR SUB-BASE MATERIAL SHALL BE ADDED AND COMPACTED TO RESTORE SURFACE TO PROPER GRADE AND CROSS SECTION. ALL RUTS OR SOFT YIELDING PLACES WHICH APPEAR ON THE SUBGRADE OR SUB-BASE SHALL BE CORRECTED AND ROLLED UNTIL COMPACT.

2.6 THE MAXIMUM OF A COMPACTED LAYER SHALL BE 4 INCHES. WHEN IT IS NECESSARY TO COMPACT THE BASE IN MORE THAN ONE LAYER TO CONFORM TO THE REQUIRED FINISHED THICKNESS, EACH LAYER SHALL BE CONSTRUCTED AS DESCRIBED BELOW.

2.7 THE MATERIAL SHALL BE DEPOSITED AND SPREAD IN LANES IN A UNIFORM LAYER AND WITHOUT SEGREGATION OF SIZE TO SUCH LOOSE DEPTH THAT, WHEN COMPACTED, MAKING DUE ALLOWANCE FOR ANY ADMIXTURE WHICH IS TO BE BLENDED, THE LAYER WILL HAVE THE REQUIRED THICKNESS.

2.8 IN THE EVENT THAT THE COMPONENTS OF THE MATERIAL WHICH HAS BEEN SPREAD ARE SEGREGATED AND LACK THE UNIFORM MIXTURE OF THE COARSE AND FINE PARTICLES, THE MATERIAL SHALL BE MIXED WITH HARROWS, BLADES, ROTARY TILLERS, OR OTHER APPROVED EQUIPMENT UNTIL A THOROUGHLY UNIFORM MIXTURE IS OBTAINED.

2.9 WHEN THE REQUIRED AMOUNT OF ADMIXTURE HAS BEEN SPREAD, IT SHALL BE THOROUGHLY MIXED AND BLENDED USING APPROVED GRADERS OR MIXING EQUIPMENT. THE MIXING SHALL CONTINUE UNTIL THE MIXTURE IS UNIFORM THROUGHOUT. WHEN REQUIRED, WATER SHALL BE UNIFORMLY APPLIED BEFORE AND DURING THE MIXING OPERATIONS IN ORDER TO PROVIDE OPTIMUM MOISTURE. WHEN THE MIXING AND BLENDING HAVE BEEN COMPLETED, THE MIXTURE SHALL BE SPREAD TO A UNIFORM DEPTH SUFFICIENT TO GIVE THE REQUIRED THICKNESS OF THE LAYER WHEN COMPACTED. THE SURFACE SHALL THEN BE GIVEN ONE PASS WITH A ROLLER, AFTER WHICH THE SURFACE SHALL BE CHECKED WITH A STRAIGHTEDGE AND ALL IRREGULARITIES OF THE SURFACE CORRECTED.

SEE DETAIL 56b (DWG. NO. B8300.01-13A-00229) FOR CONTINUED NOTES.

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APPR. BY MM	SCALE NTS					

DETAIL 56b
TYPICAL ACCESS ROAD CROSS SECTION

CONSTRUCTION SPECIFICATION FOR SUITABLE BASE MATERIAL PER OREGON DOT REQUIREMENTS FOR COURSE ROADS CONTINUED

2.10 EACH LAYER SHALL BE COMPACTED FOR THE FULL WIDTH AND DEPTH BY ROLLING WITH A PNEUMATIC ROLLER (PREFERABLE) OR A 3-WHEEL POWER ROLLER WEIGHING AT LEAST 10 TONS, OR ANY OTHER APPROVED COMPACTING EQUIPMENT. ALTERNATE BLADING AND ROLLING SHALL BE REQUIRED TO PROVIDE A SMOOTH, EVEN AND UNIFORMLY COMPACTED COURSE TRUE TO CROSS SECTION AND GRADE. PLACES INACCESSIBLE TO ROLLERS SHALL BE COMPACTED WITH HAND-OPERATED MECHANICAL TAMPERS.

2.11 THE SUITABLE BASE MATERIAL PER OREGON DOT REQUIREMENTS SHALL BE COMPACTED TO NOT LESS THAN 95% OF MAXIMUM DENSITY AT OPTIMUM MOISTURE CONTENT AS DETERMINED BY ASTM D-698, AASHTO T-99 OR MODIFIED AASHTO.

WHEN THE MATERIAL VARIES FROM THE OPTIMUM MOISTURE CONTENT, IT SHALL BE DRAINED AND AERATED WHEN TOO WET, AND SHALL BE MOISTENED WHEN TOO DRY. VIRBO-TAMPING MAY BE USED IN LIEU OF ROLLING IF APPROVED BY THE COMPANY REPRESENTATIVE.

2.12 THE SURFACE SHALL BE TRUE TO ESTABLISHED GRADE. THE THICKNESS SHALL NOT BE LESS THAN 1/4 INCH FROM THAT REQUIRED FOR THE LAYER BEING CONSTRUCTED. THE SURFACE SHALL NOT VARY MORE THAN 3/8 INCH IN 10 FT. FROM TRUE PROFILE AND CROSS SECTION.

2.13 SHOULD THE SUBGRADE OR SUB-BASE AT ANY TIME BECOME SOFT OR CHURNED UP WITH THE BASE COURSE MATERIAL, THE CONTRACTOR SHALL, WITHOUT ADDITIONAL COMPENSATION, REMOVE THE MIXTURE FROM THE AFFECTED PORTION, RESHAPE AND COMPACT THE SUBGRADE OR SUB-BASE, AND REPLACE THE REMOVED SECTION IN ACCORDANCE WITH THE FOREGOING REQUIREMENTS.

2.14 THE SURFACE OF ANY LAYER SHALL BE MAINTAINED IN ITS FINISHED CONDITION UNTIL THE SUCCEEDING LAYER OR PAVEMENT IS PLACED. THE BASE SHALL BE PROPERLY DRAINED AT ALL TIMES.

2.15 BEFORE USE, SAMPLES OF ALL MATERIALS SHALL BE SUBMITTED FOR TEST, AND NO MATERIAL SHALL BE USED UNTIL APPROVED.

3. RECONDITIONING BASE COURSE

3.1 THIS SECTION GOVERNS THE REPAIR OF AN EXISTING BASE BY ADDING NEW MATERIAL. RESHAPING, RECOMPACTING AND REFINISHING AS HEREIN SPECIFIED AND IN CONFORMITY TO THE ESTABLISHED LINES AND GRADES.

3.2 THE MATERIAL SHALL BE OBTAINED FROM APPROVED SOURCES. IT SHALL CONSIST OF DURABLE PARTICLES OF STONE OR GRAVEL MIXED WITH ACCEPTABLE BINDER, AND SHALL BE FREE FROM THIN OR ELONGATED PIECES, LUMPS OF CLAY, SOIL, LOAM OR VEGETABLE MATTER. THE MATERIAL SHALL BE APPROVED AT THE SOURCE. WHEN PROPERLY SLAKED AND TESTED, IT SHALL ALL PASS A 1 1/2 INCH SCREEN AND SHALL BE GRADED DOWN TO DUST WITH NOT LESS THAN 45% RETAINED ON THE 1/4 INCH SCREEN.

MATERIAL PASSING THE 1/4 INCH SCREEN SHALL BE KNOWN AS "BINDER" AND THAT PORTION OF THE BINDER MATERIAL PASSING THE 40 MESH SIEVE SHALL BE KNOWN AS "SOIL BINDER" AND SHALL MEET THE FOLLOWING REQUIREMENTS WHEN TESTED:

THE LIQUID LIMIT SHALL NOT EXCEED 25
THE PLASTICITY INDEX SHALL NOT EXCEED 10
THE LINEAR SHRINKAGE SHALL NOT EXCEED 5%

(NOTE: THE LINEAR SHRINKAGE SHALL BE CALCULATED FROM THE VOLUMETRIC SHRINKAGE AT THE LIQUID LIMIT.)

3.3 THE SURFACE OF THE EXISTING BASE SHALL FIRST BE CLEANED OF ALL DIRT OR OTHER OBJECTIONABLE MATERIAL BY BLADING, BROOMING OR OTHER APPROVED METHODS, THEN SCARIFIED FOR ITS FULL WIDTH AND TO SUCH UNIFORM DEPTH TO ELIMINATE ALL DEPRESSIONS AND IRREGULARITIES.

ACCEPTABLE MATERIALS SHALL BE DELIVERED IN APPROVED VEHICLES OF UNIFORM CAPACITY AND PLACED AS DIRECTED BY THE COMPANY REPRESENTATIVE. THE MATERIAL SHALL BE SPRINKLED, IF REQUIRED, AND SHALL THEN BE BLADED, DRAGGED AND SHAPED TO CONFORM TO THE TYPICAL SECTIONS SHOWN ON THE DRAWINGS. ALL AREAS OR "NESTS" OF SEGREGATED COARSE OR FINE MATERIAL SHALL BE CORRECTED OR REMOVED AND REPLACED WITH WELL GRADED MATERIAL, AND IF ADDITIONAL BINDER IS CONSIDERED NECESSARY OR DESIRABLE, AFTER THE MATERIAL IS SPREAD AND SHAPED, APPROVED BINDER SHALL BE FURNISHED AND APPLIED. THIS ADDITIONAL BINDER SHALL BE CAREFULLY AND EVENLY INCORPORATED WITH THE MATERIAL IN PLACE BY SCARIFYING, BROOMING, OR BY OTHER APPROVED METHODS. THE COURSE SHALL THEN BE SPRINKLED AS REQUIRED AND ROLLED UNTIL A UNIFORM COMPACTION IS SECURED. THROUGHOUT THIS ENTIRE OPERATION THE SHAPE OF THE COURSE SHALL BE MAINTAINED BY BLADING, AND THE SURFACE, UPON COMPLETION, SHALL BE SMOOTH AND IN CONFORMITY WITH THE TYPICAL SECTION SHOWN ON THE DRAWINGS AND IN THE ESTABLISHED LINES AND GRADES. ANY DEVIATION IN EXCESS OF 3/8 INCH IN CROSS SECTION AND IN A LENGTH OF 10 FT. MEASURED LONGITUDINALLY, SHALL BE CORRECTED BY LOOSENING, ADDING OR REMOVING MATERIAL, RESHAPING AND COMPACTING BY SPRINKLING AND ROLLING. ROLLING SHALL BE DONE WITH A POWER ROLLER WEIGHING NO LESS THAN 8 TO 10 TONS. COMPACTION SHALL BE TO NOT LESS THAN 95% OF MAXIMUM DENSITY OF THE MATERIAL ACCORDING TO ASTM D-698, AASHTO T-99 OR MODIFIED AASHTO.

SEE DETAIL 56a (DWG. NO. B8300.01-13A-00228) FOR PAGE ONE OF NOTES.

Pacific Connector Gas Pipeline

**NPS 36 KLAMATH TO JORDAN COVE
PIPELINE CROSSING DETAILS
TYPICAL ACCESS ROAD CROSS SECTION**

DR. BY AB	DATE 2018.08.09	FILE NO.	A.F.E. NO. 17836	DWG. NO. B8300.01-13A-00229	REV. NO.
CHK BY DM		PRINT ISSUED		SHEET NO. 1 OF 1	A
APPR. BY MM	SCALE NTS				

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.

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

3. 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.

4. Safety. Grantee 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 its activities and has primary and ultimate responsibility for instructing and supervising its employees on safe work practices. Grantee shall immediately notify Grantor and others at the Property whenever Grantee becomes aware of a hazard that Grantee cannot remove or correct immediately.

5. Water Bodies. 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.

6. 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 removal costs associated with 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 and includes each substance defined, designated or classified as a hazardous waste, hazardous substance, hazardous material, solid waste, pollutant, contaminant or toxic substance under any Environmental Law. "Environmental Law" means all national, state, municipal and local laws, statutes, ordinances, permits, orders, court decisions, rules and regulations issued or enacted by any governmental authority having appropriate jurisdiction pertaining to the prevention of pollution or protection of the environment, including the federal Clean Air Act, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Federal Water Pollution Control Act, as amended, the Occupational Safety and Health Act, as amended, the Resources Conservation and Recovery Act, as amended, the Safe Drinking Water Act, as amended, the Toxic Substances Control Act, as amended, the Superfund Amendment and Reauthorization Act of 1986, as amended, the Hazardous Materials Transportation Act, as amended, and comparable state and local laws. 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.

7. Timber. Except for any timber which Grantee has purchased pursuant to the Timber Sale Agreement 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.

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

9. 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.

10. Suspension of Operations. Grantor shall have the right to temporarily suspend the Grantee's and its Permittees' construction activities under this Agreement during periods when excessive fire risk exists on the Property or adjacent property. Notice of any such suspension may be given verbally or in writing (including by telephone or email) from Grantor to Grantee, or their applicable designees for the giving and receiving of such notice. In the event of any such suspension, Grantor shall endeavor to give Grantee as much advance notice as possible. If Grantee requires emergency access to the Property during a period of temporary suspension authorized by this Section, Grantee will notify

Grantor verbally or in writing of the need for Grantee's emergency access and the Parties will use good faith efforts to coordinate their activities so as to provide Grantee with prompt access (to the extent possible) until the emergency subsides.

11. 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 Company 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. Grantee further agrees to temporarily suspend construction activities during periods of excessive fire danger as determined by Grantor or applicable state fire officials. 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 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"

Company

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 Company property in the Division located in Douglas, Jackson and Klamath Counties, Oregon . Where required by contract, permit, easement, or other agreement in privity with Company and as a matter of Company policy, persons and entities are required to review and comply with these rules while traveling on or performing services on Company lands.

II. Report Fire:

REPORT FIRES TO ODF DISPATCH FIRST (541-947-6315) AND THEN COMPANYEMPLOYEE

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 1/4" 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 $\frac{3}{4}$ 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 Company 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 spark arrester guide specifications
- The following shall be immediately available for the prevention and suppression of fire:
 - 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 Spark Arrestor Guide 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 COMPANY 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...
 - 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 every hour 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.
 - No added restrictions for rubber-tires, shear heads, or chainsaws

Extreme Fire Danger:

- Cease all operations on Company lands until Company provides notice of release from Extreme Fire Danger stop work conditions.