

**2024-010472**

**Klamath County, Oregon**

**12/04/2024 08:30:01 AM**

**Fee: \$207.00**

**RECORDING REQUESTED BY:**

**PacifiCorp  
Attn: Right of Way Department  
825 NE Multnomah St., Suite 1700  
Portland, OR 97232**

**When Recorded Mail Document:**

**PacifiCorp  
Attn: Right of Way Department  
825 NE Multnomah St., Suite 1700  
Portland, OR 97232**

APN: 4012-00000-03400;  
4012-00000-03500;  
4012-00000-03700

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT OF UTILITY EASEMENT**

This UTILITY EASEMENT AGREEMENT ("Agreement") is made by and between Green Diamond Resource Company, a Washington corporation, having a mailing address of 1301 Fifth Avenue, 27<sup>th</sup> Floor, Seattle, WA 98101 ("Grantor") and PacifiCorp, an Oregon corporation, having a mailing address of 825 NE Multnomah Street, Suite 1700, Portland, OR 97232 ("Grantee"). Grantor and Grantee collectively are the "Parties".

**WITNESSETH**

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Klamath, State of Oregon more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, Grantee is desirous of acquiring certain rights and privileges over, under, above and across specific portions of the Property,

WHEREAS, Grantor is desirous of granting such rights and privileges in accordance with the terms and conditions herewith.

NOW, THEREFORE, Grantor and Grantee hereby agree as follows:

**1. GRANT AND AUTHORIZED USE.**

- (a) Grantor conveys and grants to Grantee, subject to the terms and conditions herein, a non-exclusive easement one hundred feet (100ft) in width with varying lengths totaling approximately 15.435 acres, as more particularly shown in Exhibits "A-1", "B-1", "A-2", "B-2", "A-3" and "B-3" (the "Easement Area"). Grantee shall have a right to use the Easement Area for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of Grantee's electric power transmission, distribution and communications lines and all necessary or desirable accessories and appurtenances thereto (the "Authorized Use"), including

without limitation: supporting towers, poles, props, guys and anchors, wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets (the "Facilities"). Within forty-five (45) days after execution of this Agreement, Grantee shall provide Grantor with a plan listing the equipment and showing the specifications for the Facilities.

- (b) Grantor agrees that all Facilities installed on the Property shall remain the property of Grantee, removable at the option of Grantee.

## **2. TYPE OF EASEMENT AND TERM.**

This grant of easement is made in gross to Grantee for so long as the Easement Area is used within the scope of Authorized Use. This Agreement and the rights herein granted may not be assigned without a written, executed, and recorded amendment consenting to assignment.

## **3. COVENANTS AND WARRANTY.**

(a) Grantee covenants and warrants to Grantor that it is duly organized, validly existing, and in good standing and has the right, power, and authority to enter into this Agreement and bind itself hereto through the signatory for Grantee below.

(b) The privileges granted herein to Grantee are given expressly subject to existing encumbrances and other matters of record affecting the privileges in any manner whatsoever. Grantor does not warrant that it has authority to permit the Authorized Use on behalf of any third party and Grantee shall secure all other permits, privileges or rights required for the Authorized Use. Grantor does not warrant title to the Property and shall not be liable for defects thereto or failure thereof.

(c) Grantor makes no representations as to the present or future conditions on the Easement Area and its fitness for the Authorized Use under this Agreement. Grantee accepts this Agreement subject to all danger or injury to persons and damages or destruction to property while Grantee is on or about the Easement Area. In this regard, Grantee assumes all risk of injury or death to any person in the employ or service of Grantee, including Grantee's employees, agents, and contractors of any tier who are on the Easement Area pursuant to this Agreement and all risk of damage to property upon or in proximity to the Easement Area with Grantee's knowledge or consent, without regard to whether such injury or damage is occasioned by known or unknown, hidden or disclosed defects in the Easement Area.

## **4. RESERVATIONS AND NON-INTERFERENCE.**

(a) At no time shall Grantor: (1) place, use or permit any equipment, material or vegetation of any kind that exceeds twenty two (22) feet in height, light any fires, place or store any flammable materials, on or within the boundaries of the Easement Area; (2) change the grade or add obstructions to the Easement Area; (3) conduct commercial timber harvesting, but excluding minor forest product collecting such as boughs, or

develop property within the Easement Area. Subject to the foregoing limitations, the surface of the Easement Area may be used for other purposes not inconsistent, as defined by the Grantee, with the purposes for which this easement has been granted, including for the benefit of Grantor's adjacent property and specifically reserving the right to cross and re-cross and construct intersecting roads for such purposes.

(b) Grantee shall not use the Easement Area in any way that materially interferes with Grantor's use of the Property or so as to create a public or private nuisance. Grantee further agrees that Grantee and its employees, contractors, subcontractors, agents or invitees will not object to any lawfully conducted timber harvesting, management activities and/or development of property carried out by Grantor or its agents, grantees, grantees contractors, or successors or assigns outside the Easement Area.

(c) Prior to installing the Facilities, Grantee shall provide Grantor with a plan showing the location and specifications for the Facilities and Grantor shall review the Facilities plan to ensure compliance with the limitations in this Agreement and to ensure that it does not interfere with Grantor's use of the Property. If Grantor finds that the proposed Facilities will interfere with Grantor's use of the Property, Grantor will provide Grantee with notice and an alternative location, alignment or specification within thirty (30) days of receiving Grantee's proposed Facilities plan. Grantee shall not proceed with any installation of Facilities in the Easement Area until Grantor approves in writing Grantee's plan.

(d) Grantee shall not install any Facilities by attaching them to trees on the Property. Grantor retains ownership of all merchantable and pre-merchantable timber on the Property. For purposes of this Agreement, "merchantable timber" means stands of timber which, in Grantor's judgment, have a higher value for current harvest than their present value for possible future harvest. Except for actions taken in response to a threat to public safety or the environment, if timber must be removed to accommodate Grantee's operations, Grantee shall provide Grantor with three (3) months advance notice. Within sixty (60) days of receiving such notice, Grantor shall notify Grantee whether Grantor considers the timber merchantable or pre-merchantable. If Grantor considers the timber merchantable, Grantor shall harvest the timber within twelve (12) months of receiving Grantee's notice. Grantee may request an alternative harvest plan and Grantor shall consider any such request in good faith but has no obligation to grant Grantee's request. If Grantor determines that the timber is pre-merchantable, Grantee shall purchase it at Grantor's estimate of its present value, based on the value the timber is expected to have at the time it most likely would be harvested in the ordinary course of Grantor's timber management program, discounted from that time to the present at generally prevailing interest rates for long term borrowings of companies with Grantor's credit rating. After paying for pre-merchantable timber, Grantee may destroy or salvage it but must do so with reasonable care to avoid damage to adjoining timber stands not being purchased.

(e) Grantee shall, at its expense, mark the location of any underground lines Grantee installs within the Easement Area.

(f) Grantee agrees to lay lines at a depth (in no event less than 36 inches below ground surface) sufficient to avoid interference with Grantor's use of the Property.

**5. MAINTENANCE AND ADDITIONAL CONDITIONS OF USE.**

(a) Grantee agrees to comply with all applicable governmental laws, rules, statutes, regulations, and permits relating to its use of the Easement Area, and to do so at Grantee's cost. Grantee's agreement to comply shall include any programmatic or generally applicable local, state or federal government regulatory permits held by Grantor and applicable to the Easement Area, including, without limitation, incidental take permits held by Grantor. Grantor reserves the right to require Grantee to take affirmative steps to review and comply with permits noticed by Grantor and to promptly comply when Grantor requests specific action on a requirement applicable to Grantee's use of the Property.

(b) Grantee shall promptly report to Grantor any violations of any laws, regulations, or permits relating to the Authorized Use 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 Authorized Use. A copy of all citations or other written documents Grantee receives from any agency shall accompany the notice of violation. Grantee shall provide Grantor with copies of all correspondence to and from government agencies relating to any permits or regulations affecting (or claimed by any persons to affect) operations under this Agreement. Grantee shall promptly notify Grantor of any litigation or agency enforcement action arising in connection with this Agreement, including environmental actions, tax disputes, and bankruptcy proceedings of Grantee or its contractors.

(c) Grantee shall take reasonable care to prevent wildfires from igniting on or spreading onto the Easement Area. If Grantee has knowledge that a wildfire is active on or near the Easement Area, Grantee shall immediately notify Grantor and appropriate government agencies and shall make any on-site equipment available to help suppress or contain the fire. Grantee shall comply with all reasonable (e.g., longer fire watches) fire prevention and suppression measures that Grantor may specify during and after periods of construction relating to Grantee's use of the Property that may exceed the requirements of, but do not conflict with, applicable law, rules, or regulations or require less protective measures than PacifiCorp's wildfire mitigation plans and policies; provided, however, that nothing in this easement shall be construed as obligating Grantee to modify the operation of its transmission system or transmission system equipment. Grantee shall comply with all applicable state fire safety standards including requirements (if any) to maintain special equipment in vehicles. Grantee shall reimburse Grantor for all damages (including loss or damage to timber, and fire suppression costs) resulting from wildfires knowingly or negligently caused by Grantee's operations, contractors, or personnel.

(d) In the event of dangerous fire weather, possible damage to roads, or potential or actual interference with Grantor's operations, Grantor shall notify Grantee's representative and Grantee shall, except for actions taken in response to a threat to public safety or the environment as reasonably determined by Grantee, immediately suspend access to the Easement Area until such time as Grantor determines in its sole discretion.

(e) Except in response to a threat to public safety or the environment, Grantee shall avoid using vehicles on Grantor's roads during periods when weather conditions make driving hazardous or may have a detrimental impact to the environment including, but not limited to, the occurrence of rain in sufficient quantity and duration that driving would result in rutting and deformation of the road surface, degradation of water bars, or tracking of mud onto public roadways. Vehicles used on unsurfaced (dirt) roads shall also be limited to All Terrain Vehicles (ATVs). If any water bars are traversed by Grantee, Grantee shall maintain and, if necessary, repair all damages caused by Grantee traveling across such water bars.

(f) Grantee shall obey all posted traffic and speed regulations on Grantor's roads.

(g) If any portion of the Easement Area requires access through a locked gate owned or maintained by Grantor, Grantor shall issue copies of key(s) needed to open gates for the access provided 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) that has been so issued in the event of termination of this Agreement. Grantee shall pay a fifty-dollar (\$50) fee per key for any key(s) that is not so returned. Grantee shall keep road gates closed and locked unless otherwise instructed by a Grantor representative.

(h) At its own cost, Grantee will keep and maintain the Easement Area in a condition at least as good as on the effective date of this easement, reasonable wear and tear and damage from the elements excepted, including, without limitation, taking commercially reasonable steps to avoid the introduction of noxious weeds to the Property, or control of the same if introduced as a result of Grantee's access to and use of the Easement Area.

(i) Grantee shall, at Grantee's sole cost and expense, repair all damage to and deterioration of Grantor's roads when such damage or deterioration is caused by Grantee's use of access rights granted herein. Grantee is not obligated to maintain Grantor's roads accessible by the general public unless the need for such maintenance is caused by Grantee's use of such roads. Maintenance may include periodic spot rock and grading, ditching and culvert maintenance, and maintenance of erosion control devices. Grantee shall maintain any roads Grantee builds for the construction and maintenance of the Facilities to standard in compliance with applicable laws and regulations, and as determined by Grantee in its sole discretion. Grantor shall have no obligation to maintain or repair any road built by Grantee.

(j) Grantee shall obtain prior written permission from Grantor's authorized representative before gating, obstructing, or storing equipment on the Easement Area, and before causing or allowing any dirt, mud or other materials to be placed on or graded over any roads owned by Grantor. Grantee shall at no time be allowed to, or allow others to, dump or deposit any waste, debris, fill, soil, or other material from outside the Easement Area upon any portion of the Easement Area.

**6. INDEMNIFICATION.**

(a) Grantee shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Grantor and its agents, contractors, successors, or assigns from and against any and all liability for damages, costs, losses, and expenses resulting from, arising out of or in any way connected with the occupation or use of the Facilities or Property by Grantee or anyone else entering the Property at Grantee's direction or invitation, or the failure on the part of Grantee to perform fully its promises contained herein. This indemnity obligation shall apply whether such liability is caused by or contributed to by Grantor, unless caused by the sole active negligence or willful misconduct of Grantor.

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

(c) Notwithstanding anything to the contrary in this Agreement, the Parties hereby waive any claims that each may have against the other with respect to business interruption, consequential, incidental, or special damages. This waiver does not include claims for property damage.

**7. ENVIRONMENTAL.** In the event of a spill or release of Hazardous Material by Grantee or any person in the employ or service of Grantee, Grantee shall promptly comply with all federal, state and local spill notification and response requirements and shall notify Grantor of the spill event. Grantee shall be responsible for the response and restoration costs of any release of Hazardous Materials in connection with the Agreement, and shall indemnify, defend and hold harmless Grantor from any liability arising from claims or damages in connection with such release. "Hazardous Materials" shall mean any pollutant, contaminant, chemical or hazardous, toxic, or dangerous waste, substance, chemical or material, or any other substance or material regulated or controlled pursuant to any environmental laws now or at any time hereafter in effect.

**8. TAXES.** Grantee shall promptly pay or reimburse Grantor for any taxes or tax increases levied solely as a result of this Agreement or relating to Grantee's use or improvements constructed pursuant to this Agreement.

**9. LIENS.** Grantee shall keep the Easement Area free from any liens or encumbrances arising out of any work performed by Grantee, materials furnished to Grantee, or obligations incurred by Grantee. Grantor shall have the right to pay and discharge any lien imposed against the 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 exercises 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.

**10. INSURANCE.** All liability policies will be purchased at Grantee's expense. Policies of insurance will be issued in a form and by an insurance company with Best's Key Rating Guide or A- or better with a financial size rating of at least VIII, or as deemed acceptable by Grantor and with minimum limits as indicated below:

(a) Workers' Compensation (Statutory amount) and Employer's Liability of \$1,000,000, if applicable and required by law.

(b) Commercial General Comprehensive Liability/Grantee's Liability insurance with minimum limits of \$1,000,000 each occurrence; \$2,000,000 in the aggregate for Bodily Injury, Property Damage, Personal Injury and Advertising Injury, Contractual Liability, Products and Completed Operation. The policy shall provide Cross Liability/Separation of Insureds and Pollution arising out of heat, smoke or fumes from hostile fires. Additionally, the policy shall not exclude X, C or U (Explosion, Collapse, or Underground). Except with respect to the Limits of Insurance, and any rights to duties specifically assigned in this policy to the first Names Insured; Grantee's insurance shall apply as if each Named Insured were the only Named Insured; and separately to each insured against whom claim is made or suit is brought. The aggregate limit required under this Agreement shall be on a per project basis.

(c) Business Automobile Liability insurance covering owned, non-owned, hired, leased and other vehicles ("any auto"), with a combined single limit of \$1,000,000 for Bodily Injury, Death, and Property Damage per occurrence.

(d) The policies specified in (b) and (c) above shall include an endorsement which shall name GREEN DIAMOND RESOURCE COMPANY and if different, the landowner as an additional insured on a primary basis for the duration of the Agreement term. The additional insured endorsement must be ISO CG 20 210 10 01 (as amended from time to time or other form with like wording). Additional insured status gives the additional insured rights of indemnity under the policies that are independent of the contractual requirement to indemnify.

(e) Grantee shall provide Grantor with (30)-days written notice prior to cancellation or other material modification in the policy affecting the requirements in this Agreement. No such cancellation or modification shall affect Grantee's obligation to maintain the insurance coverage required by this Agreement.

(f) All liability coverage must be on an "occurrence" basis as opposed to "claims

made.”

(g) Grantee hereby waives any subrogation claims against Grantor by its insurers under the policies specified in subsections (a), (b) and (c) above, for damages arising from any peril insured against under such policies. If necessary, the policies specified in (a), (b) and (c) above shall include an endorsement allowing this waiver of subrogation claims.

(h) All insurance shall be in a form sufficient to protect Grantee and Grantee’s contractors to the extent they are involved in the Agreement and Grantor against the claims of third persons, and to cover claims by Grantor against Grantee for which the Grantee has assumed liability under this Agreement.

(i) Prior to commencement of operations, Grantee shall furnish Grantor a certificate(s) of insurance, dated and signed by a stated, authorized agent for the insuring company or companies, in a form acceptable to Grantor and containing a representation that coverage of the types listed above is provided with the required limits. Grantor reserves the right to require a certified copy of the policy(ies) or to examine the actual policy(ies). Said certificates shall be sent to Attn: Grantor at [COL@greendiamond.com](mailto:COL@greendiamond.com).

(j) With respect to the requirements under 10. Insurance, Grantee shall be responsible for payment of any and all deductibles or self-insured retentions under its insurance policies.

**11. TERMINATION OR ABANDONMENT.** All rights of Grantee hereunder shall terminate (1) immediately upon insolvency, adjudication of bankruptcy or appointment of a receiver for the property of Grantee, or (2) ninety (90) days after notice of default given by Grantor to Grantee, if the default has not been remedied within such time, or (3) upon Grantee’s use of the Easement Area for any purposes other than the Authorized Use. Termination of this Agreement shall not prejudice Grantor’s right to collect damages accrued theretofore or thereafter accruing, on account of Grantee’s breach of any term hereof; and any failure to exercise the right to terminate this Agreement in case of default shall not constitute a waiver of Grantee’s obligation to perform strictly in accordance with the term hereof. Upon termination the easement conveyed in this Agreement shall revert to and merge with the interests of Grantor, its successors or assigns. In the event Grantee or its successors and assigns cease to use the easement conveyed in this Agreement for a period of three (3) successive years, this Agreement and all of Grantee’s rights hereunder shall automatically terminate and revert to and merge with the interests of Grantor, its successors or assigns. Upon abandonment or other termination, Grantee shall remove the improvements constructed on the Easement Area unless Grantor agrees in writing that Grantee may instead abandon the improvements in place, and Grantee shall repair any damage to the Easement Area caused by such removal or abandonment. Upon such abandonment or termination, Grantee agrees to execute and deliver such documents as may be required to extinguish of record such easement.

**12. REMOVAL/RESTORATION.**

(a) Grantee agrees that within a reasonable time following the completion of its initial Facilities construction and installation work it shall restore the Easement Area as



well as the Temporary Construction Area, to their original contour and conditions. Grantee agrees to compensate Grantor adequately for damages that directly or indirectly result from its work, including loss of business, timber, growing crops, pasture and livestock. Any other recognizable damages to other real or personal property that resulted from its work shall be repaired by Grantee, or Grantor shall be compensated for such repairs.

(b) In the event of termination of this Agreement Grantee shall, at Grantee's cost, restore the Easement Area to the conditions that existed before the Agreement. Grantee shall repair all damage and deterioration of the road or road segments caused by its use, and remove all debris from road surfaces and drainage structures. During the term of this Agreement all portions of the Facilities brought onto the Property by Grantee will be and remain Grantee's personal property and, at Grantee's option, may be removed by Grantee at any time. In the event of any termination of this Agreement, Grantor may, by written notice to Grantee within fifteen (15) days of the termination, elect to retain as Grantor's own property all Facilities fixtures. If Grantor does not elect to retain Facilities fixtures with a written notice to Grantee, Grantee shall remove all such Facilities fixtures and improvements within one hundred twenty (120) days of the termination of this Agreement, and Grantor will allow use of the Temporary Construction Area for the purposes of removal, subject to Grantee's restoration obligations in subparagraph (a) of this Paragraph.

### **13. DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Grantee and a breach of this Agreement: (1) Grantee becomes insolvent, or makes any transfer in fraud of creditors, or makes an assignment for the benefit of creditors; (2) Grantee files a petition under any section or chapter of any applicable federal or state bankruptcy or insolvency law, or is adjudged bankrupt or insolvent in proceedings filed against Grantee; (3) a receiver or trustee is appointed for all or substantially all of the assets of Grantee; (4) Grantee does or permits to be done anything that creates a lien upon the Property and the lien is not removed or bonded around within thirty (30) days after written notice thereof from Grantor to Grantee; or (5) Grantee's failure to perform any other term or condition under this Agreement within thirty (30) days after receipt of written notice from Grantor specifying the failure; provided that no such failure will be deemed to exist if Grantee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence, and delay in curing a default will be excused if due to causes beyond the reasonable control of Grantee. If Grantee remains in default beyond any applicable cure period, Grantor will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Grantor and a breach of this Agreement: Grantor's failure to perform any term or condition under this Agreement within thirty (30) days after receipt of written notice from Grantee specifying the failure; provided that no such failure will be deemed to exist if Grantor has commenced to cure the default within such period and provided such efforts are prosecuted to completion

with reasonable diligence, and delay in curing a default will be excused if due to causes beyond the reasonable control of Grantor. If Grantor remains in default beyond any applicable cure period, Grantee will have the right to exercise any and all rights available to it under law and equity.

**14. NOTICES.** All notices, requests, demands and communications hereunder will be given by first-class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed as follows:

As to Grantee:

PacifiCorp  
Attn: Right of Way Department  
825 NE Multnomah St, Suite 1700  
Portland, OR 97232

with a copy to:

PacifiCorp  
Attn: Legal Department  
825 NE Multnomah St, Suite 1700  
Portland, OR 97232

as to Grantor:

Green Diamond Resource Company  
Attn: Property Manager  
6400 OR-66  
Klamath Falls, OR 97601

with a copy to:

Green Diamond Resource Company  
Attn: Legal Department  
1301 Fifth Avenue, Suite 2700  
Seattle WA 98101-2613

Either Party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

**15. INTERPRETATION.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to the conflicts of law principles of such state.

(b) A Party's waiver of any right hereunder or of the other Party's breach or failure to perform shall not be deemed a waiver of any other right hereunder or of any other breach or failure by the other Party, whether of a similar nature or otherwise.

(c) If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the Parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either Party on ten (10) days' prior written notice to the other Party hereto.

(d) Terms and conditions of this Agreement which, by their sense and context, survive the termination, cancellation, or expiration of this Agreement, including, but not limited to, Grantee's obligations under Paragraphs 6, 7, 10 and 16, shall so survive.

(e) This Agreement constitutes the entire agreement of the Parties with respect to the matters described herein and supersedes all prior written or oral negotiations or agreements with respect thereto. Each Party acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by both parties, and the amended Agreement remains subject to the enforcement provisions of this Agreement.

(f) This Agreement shall bind and inure to the benefit of the successors, personal representatives, and permitted assignees of the respective Parties.

(g) Each of the Parties hereto has been or has had the opportunity to be represented, to the extent desired, by legal counsel of its choice in respect to this transaction. No provision of this Agreement shall be construed against one party as the drafter of the Agreement for that provision.

(h) Unless otherwise specified, the following rules of construction and interpretation apply: (1) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (2) use of the term "including" will be interpreted to mean "including but not limited to"; (3) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (4) use of the terms "termination" or "expiration" are interchangeable; and (5) reference to a default will take into consideration any applicable notice, grace and cure periods.

## **16. ENFORCEMENT.**

(a) If an action is instituted to enforce any of the terms, covenants, conditions or agreements contained in this Agreement or if an action is commenced because of any breach hereof, then the prevailing party in such action shall be entitled to all of its costs and reasonable attorneys' fees as fixed by the trial and appellate courts in said action.

(b) JURY WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS EASEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THIS PARAGRAPH WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

**17. EXECUTION.**

(a) Unless otherwise provided herein, this Agreement shall be effective on the last date of execution by the undersigned Parties. This Agreement shall not be binding upon either Party until signed and acknowledged by each Party.

(b) Each of the undersigned represents that they have sufficient authority to execute this binding Agreement on behalf of the Party they represent.

(c) This INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS, BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORD 30.930.

**[SIGNATURES ON ATTACHED PAGES]**

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as below subscribed.

"Grantor"

**Green Diamond Resource Company,  
a Washington corporation**

By: [Signature]  
Print Name: John Davis  
Its: VP/GM Mountain West Timberlands  
Date: 11/26/24

**REPRESENTATIVE ACKNOWLEDGEMENT**

State of Oregon }  
County of Klamath } SS.

This instrument was acknowledged before me on this 26 day of November, 2024,  
by John Davis, as VP/GM Mountain West Timberlands  
Name of Representative Title of Representative  
of **Green Diamond Resource Company, a Washington Corporation.**

[Signature]  
Notary Public

My commission expires: 9/27/2027



"Grantee"

PacifiCorp, an Oregon corporation

By:

Print Name:

ts:

Date:

JAMES PALMER

Manager Right of Way Dept.

12/3/2024

REPRESENTATIVE ACKNOWLEDGEMENT

State of

OREGON

County of

MULTNOMAH

SS.

This instrument was acknowledged before me on this 3<sup>rd</sup> day of DECEMBER, 2024,

by

JAMES PALMER

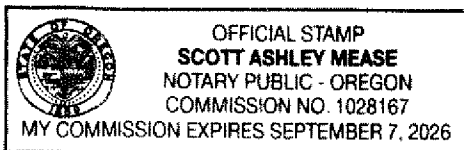
, as

MANAGER, RIGHT OF WAY

Name of Representative

Title of Representative

of PacifiCorp, an Oregon corporation.



Notary Public

My commission expires: 7 SEPTEMBER MMXXVI

**EXHIBIT A  
PROPERTY**

A portion of:

**Parcel 1:**

Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

Section 11: SW1/4, SE1/4 NW1/4 (Government Lot 6), S1/2 SE1/4 (Government Lots 11 and 12), and NE1/4 SE1/4 (Government Lot 9)

Assessor's Map No.: **40S 12E 3400**

Parcel No.: **4012-00000-03400**

**Parcel 2:**

Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

Section 13: Government Lots 2, 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 (being the SE1/4, N1/2 SW1/4, SE1/4 SW1/4, SW1/4 NW1/4, S1/2 NE1/4, NW1/4 NW1/4, and NW1/4 NE1/4)

Assessor's Map No.: **40S 12E 3500**

Parcel No.: **4012-00000-03500**

**Parcel 3:**

Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

Section 14: NE1/4, NE1/4 SE1/4, N1/2 NW1/4

Assessor's Map No.: **40S 12E 3700**

Parcel No.: **4012-00000-03700**

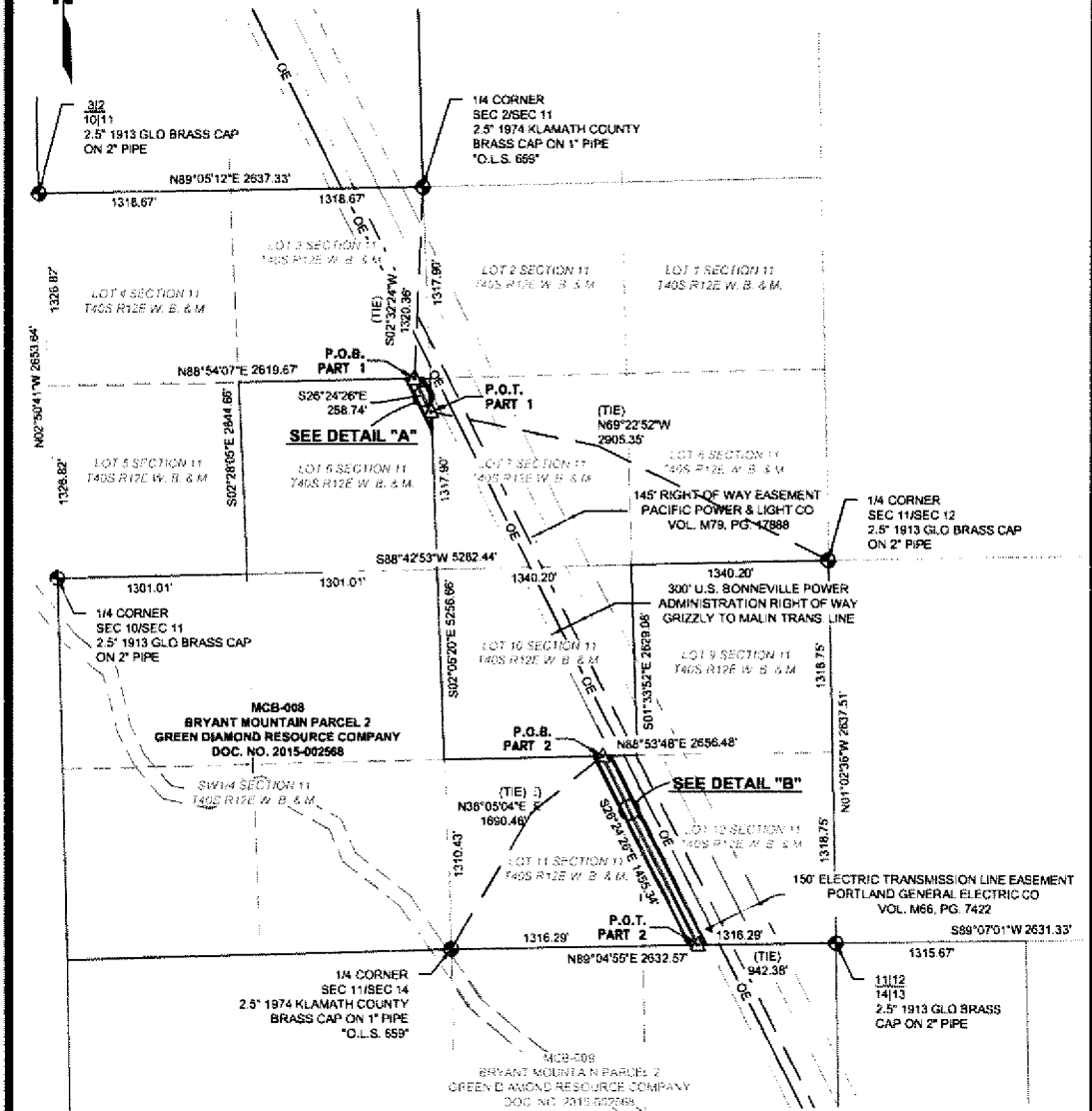
**EXHIBIT B  
EASEMENT AREA**



# EXHIBIT A-1

BRYANT MOUNTAIN PARCEL 2  
GREEN DIAMOND RESOURCE COMPANY  
DOC. NO. 2015-002568  
LOCATED IN  
SECTION 11, T. 40 S., R. 12 E.,  
W. B. & M., KLAMATH COUNTY, OREGON

0 1000' 2000'



GREEN DIAMOND RESOURCE COMPANY  
EASEMENTS

TOTAL PERMANENT  
EASEMENT 3.935 AC. / 1714.08 FT. OR 103.88 RODS

## LEGEND

	CENTERLINE
	SECTION LINE
	QUARTER SECTION LINE
	QUARTER QUARTER SECTION LINE
	PARCEL BOUNDARY
	FENCE LINE
	EXISTING OVERHEAD POWER
	TIE
	POINT OF COMMENCEMENT
	POINT OF BEGINNING
	POINT OF TERMINUS
	FOUND SECTION CORNER
	CALCULATED SECTION CORNER

## NOTES:

1. HORIZONTAL DATUM- UTM10 NORTH, NAD83, INTERNATIONAL FOOT.
2. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.
3. THIS DESCRIPTION WAS PREPARED UTILIZING A STATUS OF RECORD TITLE PREPARED BY AMERITITLE AND DATED DECEMBER 2, 2022, THEREFORE SURVEYING AND MAPPING, LLC HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS OF WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON

DATE: 06/09/2023  
SCALE: 1"=1000'  
SURVEYOR: DMC  
TECHNICIAN: ARBNOL SOPAJ  
CHECKED BY:  
DRAWING: 77148 - MCB-008.DWG

**SAM**

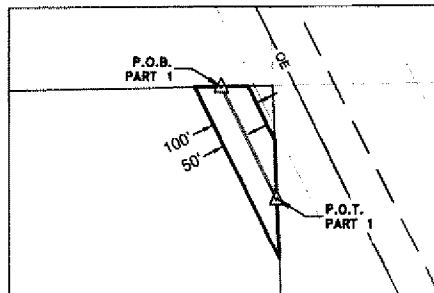
SURVEYING AND MAPPING LLC (SAM)  
488 East Winchester St., Ste. 125  
Murray UT, 84107  
Ph: (801) 601-4342  
EMAIL: SAM@SAM.BIZ

PROJECT: 1021077148  
KLAMATH T-LINE EASEMENT  
S11 T40S-R12E

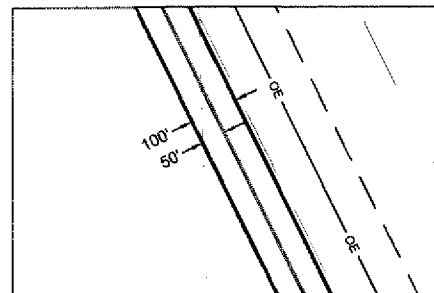
SHEET 1 OF 2

# EXHIBIT A-1

BRYANT MOUNTAIN PARCEL 2  
GREEN DIAMOND RESOURCE COMPANY  
DOC. NO. 2015-002568  
LOCATED IN  
SECTION 11, T. 40 S., R. 12 E.,  
W. B. & M., KLAMATH COUNTY, OREGON



DETAIL "A"  
(NOT TO SCALE)



DETAIL "B"  
(NOT TO SCALE)

## GREEN DIAMOND RESOURCE COMPANY EASEMENTS

TOTAL PERMANENT  
EASEMENT 3.935 AC. / 1714.08 FT. OR 103.88 RODS

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
SEPTEMBER 14, 2021  
TYLER GENE TRUJILLO  
93279PLS

EXPIRATION DATE: 6/30/2024

## LEGEND

	CENTERLINE
	SECTION LINE
	QUARTER SECTION LINE
	QUARTER QUARTER SECTION LINE
	PARCEL BOUNDARY
	FENCE LINE
	EXISTING OVERHEAD POWER TIE
	POINT OF COMMENCEMENT
	POINT OF BEGINNING
	POINT OF TERMINUS
	FOUND SECTION CORNER
	CALCULATED SECTION CORNER

## NOTES:

1. HORIZONTAL DATUM- UTM10 NORTH, NAD83, INTERNATIONAL FOOT.
2. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.
3. THIS DESCRIPTION WAS PREPARED UTILIZING A STATUS OF RECORD TITLE PREPARED BY AMERITITLE AND DATED DECEMBER 2, 2022, THEREFORE SURVEYING AND MAPPING, LLC HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS OF WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON

DATE: 06/09/2023  
SCALE: 1"=1000'  
SURVEYOR: DWG  
TECHNICIAN: ARBNOL SOPAJ  
CHECKED BY:  
DRAWING: 77148 - MCB-008 DWG



SURVEYING AND MAPPING LLC (SAM)  
488 East Winchester St., Ste. 125  
Murray UT, 84107  
Ph: (801) 601-4342  
EMAIL: SAM@SAM.BIZ

PROJECT: 1023077148  
KLAMATH T-LINE EASEMENT  
S11 T40S-R12E

SHEET 2 OF 2

## EXHIBIT "B-1"

## DESCRIPTION – PERMANENT EASEMENT

PACIFICORP  
MALIN TO CASEBEER  
TRANSMISSION LINE

GREEN DIAMOND RESOURCE COMPANY  
MCB-OR-KL-008

A PORTION OF LOTS 6, 11 AND 12, SECTION 11, TOWNSHIP 40 SOUTH, RANGE 12 EAST OF THE WILLAMETTE BASE AND MERIDIAN, COUNTY OF KLAMATH, STATE OF OREGON, DESCRIBED AS FOLLOWS:

**PERMANENT EASEMENT PART 1**

A 100.00 FOOT WIDE STRIP, BEING 50.00 FEET AS MEASURED PERPENDICULAR, LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE;

**COMMENCING** AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 11, BEING A FOUND 2.5" BRASS CAP (1974 KLAMATH COUNTY O.L.S. 659), THENCE SOUTH 02°32'24" WEST A DISTANCE OF 1320.36 FEET TO THE NORTH LINE OF SAID LOT 6 AND THE **POINT OF BEGINNING**;

THENCE SOUTH 26°24'26" EAST, OVER AND ACROSS SAID LOT 6, A DISTANCE OF 258.74 FEET TO THE EASE LINE OF SAID LOT 6 AND THE **POINT OF TERMINUS**, FROM WHICH THE EAST ONE-QUARTER CORNER OF SAID SECTION 11, BEING A FOUND 2.5" BRASS CAP STAMPED "GLO 1913" BEARS SOUTH 69°22'52" EAST A DISTANCE OF 2905.35 FEET.

CONTAINING 0.594 ACRES OF LAND (25,874 SQUARE FEET) OF LAND, MORE OR LESS. THE TOTAL LENGTH OF THE ABOVE DESCRIBED CENTERLINE IS 258.74 FEET, 15.681 RODS.

THE SIDE LINES OF SAID EASEMENT ARE TO BE SHORTENED OR EXTENDED TO TERMINATE ON PROPERTY LINES.

**PERMANENT EASEMENT PART 2**

A 100.00 FOOT WIDE STRIP, BEING 50.00 FEET AS MEASURED PERPENDICULAR, LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE;

**COMMENCING** AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 11, BEING A FOUND 2.5" BRASS CAP (1974 KLAMATH COUNTY O.L.S. 659), THENCE NORTH 38°05'04" EAST A DISTANCE OF 1690.46 FEET TO THE NORTH LINE OF SAID LOT 11 AND THE **POINT OF BEGINNING**;

THENCE SOUTH 26°24'26" EAST, OVER AND ACROSS SAID SECTION 11, A DISTANCE OF 1455.34 FEET TO THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 11 AND THE **POINT OF TERMINUS**, FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 11, BEING A FOUND 3.5" BRASS CAP STAMPED "GLO 1913" BEARS NORTH 89°04'55" EAST A DISTANCE OF 942.38 FEET.

CONTAINING 3.341 ACRES OF LAND (145,534 SQUARE FEET) OF LAND, MORE OR LESS. THE TOTAL LENGTH OF THE ABOVE DESCRIBED CENTERLINE IS 1455.34 FEET, 82.202 RODS.

THE SIDE LINES OF SAID EASEMENT ARE TO BE SHORTENED OR EXTENDED TO TERMINATE ON PROPERTY LINES.



EXPIRATION DATE: 6/30/2024

**NOTES:**

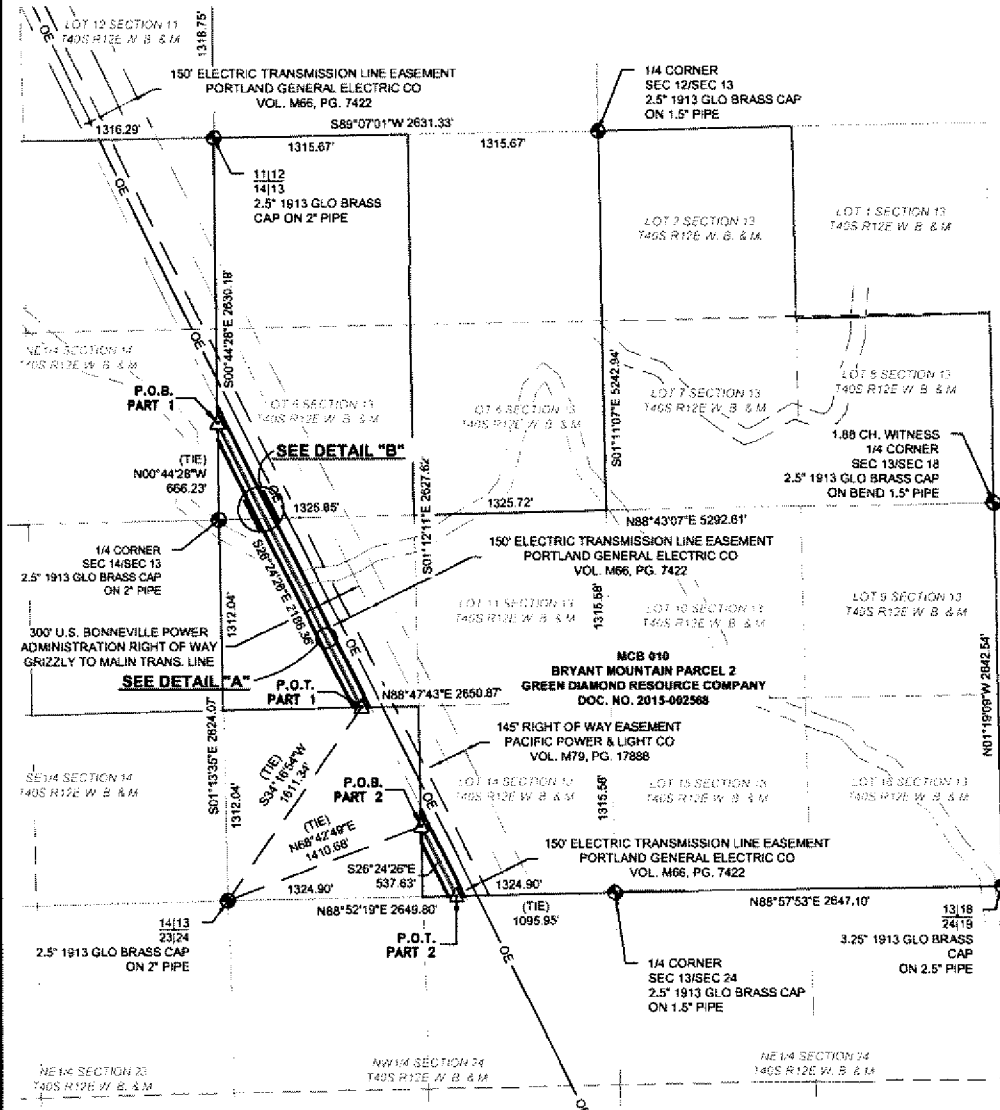
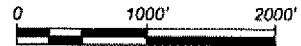
1. SEE THE ATTACHED EXHIBIT BY WHICH THIS REFERENCE IS MADE PART HEREOF.
2. THIS DESCRIPTION WAS PREPARED UTILIZING A STATUS OF RECORD TITLE PREPARED BY AMERITITLE AND DATED DECEMBER 2, 2022, THEREFORE SURVEYING AND MAPPING, LLC HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS OF WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
3. BEARINGS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS AND/OR THE ONLINE POSITIONING USER SERVICE OFFERED BY THE N.G.S. AND PROJECTED TO "UTM10 NORTH, NAD83, INTERNATIONAL FOOT.
4. DISTANCES SHOWN HEREON ARE IN US SURVEY FEET GRID. THE COMBINED FACTOR USED TO OBTAIN THE GRID DISTANCES IS 0.999597623.

PROJ. NO. 1023077148  
PREPARED BY: TYLER G. TRUJILLO  
DATE PREPARED: 06/12/2023  
FOR AND ON BEHALF OF SURVEYING AND MAPPING, LLC  
488 EAST WINCHESTER ST., SUITE 125  
MURRAY UT, 84107 – 385.255.0115  
MCB 2  
PRINTED 7/17/2023 5:57:00 PM Arbol Sopaj

REVISIONS			
NO.	DATE	BY	DESCRIPTION
0	6/27/23	DWC	FINALIZE
1	7/17/23	DWC	CLIENT REDLINE REVISIONS

# EXHIBIT A-2

BRYANT MOUNTAIN PARCEL 2  
GREEN DIAMOND RESOURCE COMPANY  
DOC. NO. 2015-002568  
LOCATED IN  
SECTION 13, T. 40 S., R. 12 E.,  
W. B. & M., KLAMATH COUNTY, OREGON



GREEN DIAMOND RESOURCE COMPANY EASEMENTS	
TOTAL PERMANENT EASEMENT	6.253 AC. / 2723.99 FT. OR 165.09 RODS
TOTAL GUY EASEMENT	0.252 AC./

## NOTES:

- HORIZONTAL DATUM- UTM10 NORTH, NAD83, INTERNATIONAL FOOT.
- THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.
- THIS DESCRIPTION WAS PREPARED UTILIZING A STATUS OF RECORD TITLE PREPARED BY AMERITITLE AND DATED DECEMBER 2, 2022. THEREFORE SURVEYING AND MAPPING, LLC HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS OF WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.

## LEGEND

	CENTERLINE
	SECTION LINE
	QUARTER SECTION LINE
	QUARTER QUARTER SECTION LINE
	PARCEL BOUNDARY
	FENCE LINE
	EXISTING OVERHEAD POWER
	TIE
	POINT OF COMMENCEMENT
	POINT OF BEGINNING
	POINT OF TERMINUS
	FOUND SECTION CORNER
	CALCULATED SECTION CORNER

DATE: 06/09/2023  
SCALE: 1"=1000'  
SURVEYOR: DWC  
TECHNICIAN: ARNOLD SOPAJ  
CHECKED BY:  
DRAWING: 77148 - MCB-0010.DWG



SURVEYING AND MAPPING LLC (SAM)  
408 East Winchester St., Ste. 125  
Murray UT, 84107  
Ph: (801) 601-4342  
EMAIL: SAM@SAM.BIZ

PROJECT: 1021077148  
KLAMATH T-LINE EASEMENT  
S13 T40S-R12E

SHEET 1 OF 2

EXPIRATION DATE: 6/30/2024

DETAIL "A"  
(NOT TO SCALE)













DETAIL "B"  
(NOT TO SCALE)

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S26°24'26"E	220.00'
L2	S63°35'34"W	25.00'
L3	N26°24'26"W	220.00'
L4	N63°35'34"E	25.00'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L5	N63°35'34"E	25.00'
L6	S26°24'26"E	220.00'
L7	S63°35'34"W	25.00'
L8	N26°24'26"W	220.00'

GREEN DIAMOND RESOURCE COMPANY EASEMENTS	
TOTAL PERMANENT EASEMENT	6.253 AC./ 2723.99 FT. OR 165.09 RODS
TOTAL GUY EASEMENT	0.252 AC./

### LEGEND

 CENTERLINE  
 SECTION LINE  
 QUARTER SECTION LINE  
 QUARTER QUARTER SECTION LINE  
 PARCEL BOUNDARY  
 FENCE LINE  
 EXISTING OVERHEAD POWER TIE  
 POINT OF COMMENCEMENT  
 POINT OF BEGINNING  
 POINT OF TERMINUS  
 FOUND SECTION CORNER  
 CALCULATED SECTION CORNER

**NOTES:**

1. HORIZONTAL DATUM- UTM10 NORTH, NAD83, INTERNATIONAL FOOT.
2. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.
3. THIS DESCRIPTION WAS PREPARED UTILIZING A STATUS OF RECORD TITLE PREPARED BY AMERITITLE AND DATED DECEMBER 2, 2022, THEREFORE SURVEYING AND MAPPING, LLC HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS OF WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.

DATE: 06/09/2023  
SCALE: 1"=1000'  
SURVEYOR: DWC  
TECHNICIAN: ARBNOL SOPAJ  
CHECKED BY:  
DRAWING: 77148 - MCB-0010.DWG

# SAW

**SURVEYING AND MAPPING LLC (SAM)**  
488 East Winchester St., Ste. 125  
Murray UT, 84107  
Ph: (801) 601-4342  
EMAIL: SAM@SAM.BIZ

PROJECT: 1023077148  
KLAMATH-T-LINE EASEMENT  
S13 T40S-R12E

SHEET 2 OF 2

**EXHIBIT "B-2"****DESCRIPTION – PERMANENT EASEMENT &  
GUY ANCHOR EASEMENT****PACIFICORP  
MALIN TO CASEBEER  
TRANSMISSION LINE****GREEN DIAMOND RESOURCE COMPANY  
MCB-OR-KL-010**

A PORTION OF LOTS 5, 12 AND 14 OF SECTION 13, TOWNSHIP 40 SOUTH, RANGE 12 EAST OF THE WILLAMETTE BASE AND MERIDIAN, COUNTY OF KLAMATH, STATE OF OREGON, DESCRIBED AS FOLLOWS:

**PERMANENT EASEMENT PART 1**

A 100.00 FOOT WIDE STRIP, BEING 50.00 FEET AS MEASURED PERPENDICULAR, LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE;

**COMMENCING** AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 13, BEING A FOUND 2.5" GLO BRASS CAP (1913), THENCE NORTH 00°44'28" WEST, ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 666.23 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 26°24'26" EAST, OVER AND ACROSS SAID LOTS 5 AND 12, A DISTANCE OF 2186.36 FEET TO THE SOUTH LINE OF SAID LOT 12 AND THE **POINT OF TERMINUS**, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 13, BEING A FOUND 2.5" GLO BRASS CAP (1913) BEARS SOUTH 34°16'54" WEST A DISTANCE OF 1611.34 FEET.

CONTAINING 5.019 ACRES OF LAND (218,636 SQUARE FEET) OF LAND, MORE OR LESS. THE TOTAL LENGTH OF THE ABOVE DESCRIBED CENTERLINE IS 2186.36 FEET, 132.51 RODS.

THE SIDE LINES OF SAID EASEMENT ARE TO BE SHORTENED OR EXTENDED TO TERMINATE ON PROPERTY LINES.

**PERMANENT EASEMENT PART 2**

A 100.00 FOOT WIDE STRIP, BEING 50.00 FEET AS MEASURED PERPENDICULAR, LEFT AND RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE;

**COMMENCING** AT SAID SOUTHWEST CORNER OF SECTION 13, THENCE NORTH 68°42'49" EAST A DISTANCE OF 1410.68 FEET TO THE WEST LINE OF SAID LOT 14 AND THE **POINT OF BEGINNING**;

THENCE SOUTH 26°24'26" EAST, OVER AND ACROSS SAID LOT 14, A DISTANCE OF 537.63 FEET TO THE SOUTH LINE OF SAID LOT 14 AND THE **POINT OF TERMINUS**, FROM WHICH THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 13, BEING A FOUND 2.5" GLO BRASS CAP (1913) BEARS NORTH 88°52'19" EAST A DISTANCE OF 1095.95 FEET.

CONTAINING 1.234 ACRES OF LAND (53,763 SQUARE FEET) OF LAND, MORE OR LESS. THE TOTAL LENGTH OF THE ABOVE DESCRIBED CENTERLINE IS 537.63 FEET, 32.58 RODS.

THE SIDE LINES OF SAID EASEMENT ARE TO BE SHORTENED OR EXTENDED TO TERMINATE ON PROPERTY LINES

**GUY ANCHOR EASEMENT PART 3**

**COMMENCING** AT SAID WEST ONE-QUARTER CORNER OF SECTION 13, THENCE NORTH 53°36'21" EAST A DISTANCE OF 242.23 FEET TO THE WEST LINE OF THE ABOVE-DESCRIBED PERMANENT EASEMENT PART 1 AND THE **POINT OF BEGINNING**;

THENCE SOUTH 26°24'26" EAST, ALONG SAID LINE, A DISTANCE OF 220.00 FEET;

THENCE OVER AND ACROSS SAID LOTS 5 AND 12 THE FOLLOWING THREE (3) COURSES AND DISTANCES:

SOUTH 63°35'34" WEST A DISTANCE OF 25.00 FEET;

NORTH 26°24'26" WEST A DISTANCE OF 220.00 FEET;

NORTH 63°35'34" EAST A DISTANCE OF 25.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.126 ACRES OF LAND (5,500 SQUARE FEET) OF LAND, MORE OR LESS.

PROJ. NO. 1023077148  
PREPARED BY: TYLER G. TRUJILLO  
DATE PREPARED: 06/12/2023  
FOR AND ON BEHALF OF SURVEYING AND MAPPING, LLC  
488 EAST WINCHESTER ST., SUITE 125  
MURRAY UT, 84107 – 385.255.0115  
MCB 10  
PRINTED 7/17/2023 2:35:00 PM Arbol Sopaj

REVISIONS			
NO.	DATE	BY	DESCRIPTION
0	6/27/23	DWC	FINALIZE
1	7/17/23	DWC	CLIENT REDLINE REVISIONS

**GUY ANCHOR EASEMENT PART 4**

**COMMENCING** AT SAID WEST ONE-QUARTER CORNER OF SECTION 13, THENCE NORTH 56°31'10" EAST A DISTANCE OF 341.16 FEET TO THE EAST LINE OF THE ABOVE-DESCRIBED PERMANENT EASEMENT PART 1 AND THE **POINT OF BEGINNING**;

THENCE OVER AND ACROSS SAID LOTS 5 AND 12 THE FOLLOWING THREE (3) COURSES AND DISTANCES:

NORTH 63°35'34" EAST A DISTANCE OF 25.00 FEET;

SOUTH 26°24'26" EAST A DISTANCE OF 220.00 FEET;

SOUTH 63°35'34" WEST A DISTANCE OF 25.00 FEET TO THE EAST LINE OF SAID PERMANENT EASEMENT PART 1;

THENCE NORTH 26°24'26" WEST, ALONG SAID LINE, A DISTANCE OF 220.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.126 ACRES OF LAND (5,500 SQUARE FEET) OF LAND, MORE OR LESS.



TYLER GENE TRUJILLO  
OREGON PROFESSIONAL LAND SURVEYOR NO. 93279

FOR AND ON BEHALF OF  
SURVEYING AND MAPPING, LLC

**NOTES:**

1. SEE THE ATTACHED EXHIBIT BY WHICH THIS REFERENCE IS MADE PART HEREOF.
2. DESCRIPTION WAS PREPARED UTILIZING A STATUS OF RECORD TITLE PREPARED BY AMERITITLE AND DATED DECEMBER 2, 2022, THEREFORE SURVEYING AND MAPPING, LLC HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS OF WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
3. BEARINGS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS AND/OR THE ONLINE POSITIONING USER SERVICE OFFERED BY THE N.G.S. AND PROJECTED TO "UTM10 NORTH, NAD83, INTERNATIONAL FOOT.
4. DISTANCES SHOWN HEREON ARE IN US SURVEY FEET GRID. THE COMBINED FACTOR USED TO OBTAIN THE GRID DISTANCES IS 0.999597623.

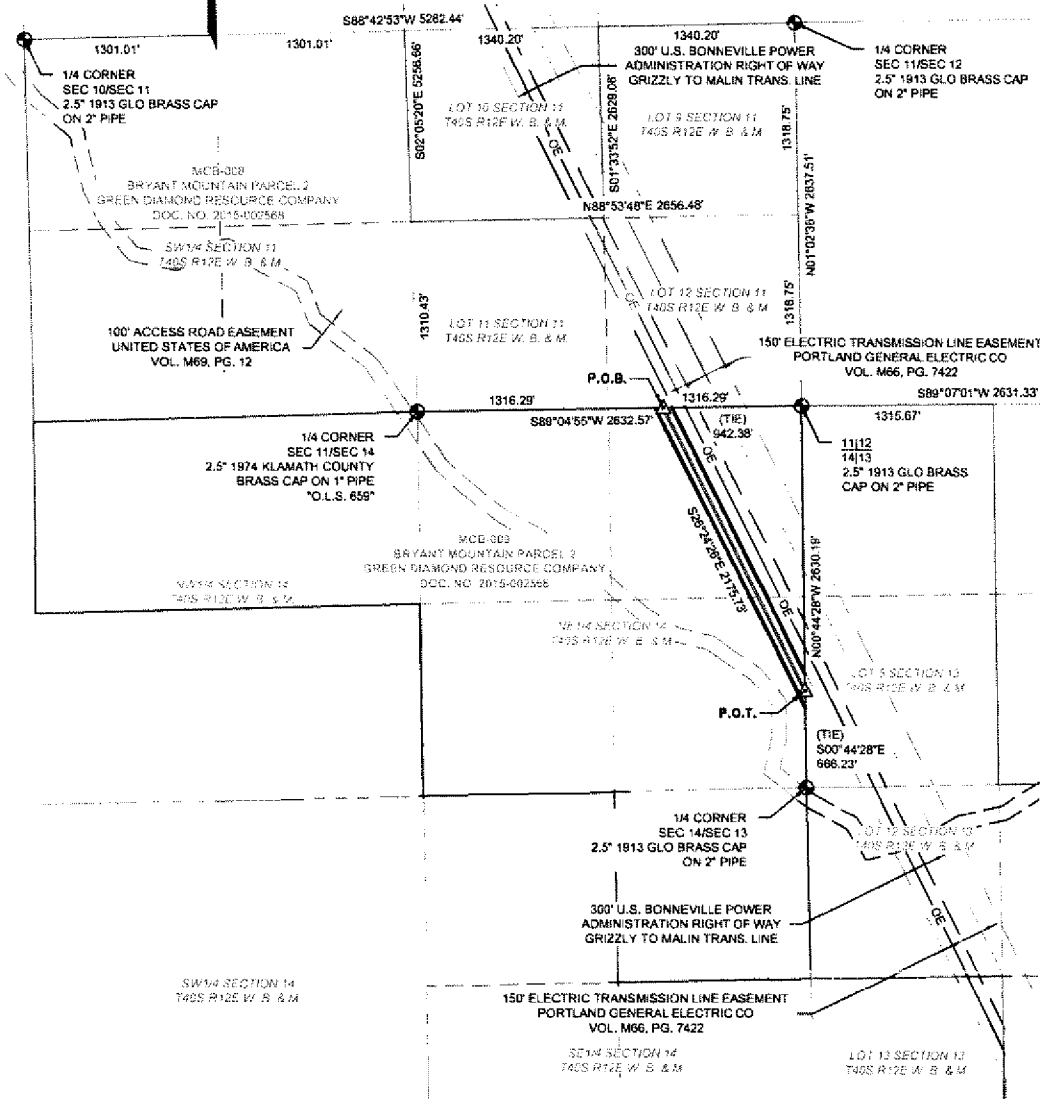
PROJ. NO. 1023077148  
PREPARED BY: TYLER G. TRUJILLO  
DATE PREPARED: 06/12/2023  
FOR AND ON BEHALF OF SURVEYING AND MAPPING, LLC  
488 EAST WINCHESTER ST., SUITE 125  
MURRAY UT, 84107 – 385.255.0115  
MCB 16  
PRINTED 7/17/2023 2:35:00 PM Arbol Sopaj

REVISIONS			
NO.	DATE	BY	DESCRIPTION
0	6/27/23	DWC	FINALIZE
1	7/17/23	DWC	CLIENT REDLINE REVISIONS

# EXHIBIT A-3

BRYANT MOUNTAIN PARCEL 2  
GREEN DIAMOND RESOURCE COMPANY  
DOC. NO. 2015-002568  
LOCATED IN THE NORTHEAST ONE-QUARTER OF  
SECTION 14, T. 40 S., R. 12 E.,  
W. B. & M., KLAMATH COUNTY, OREGON

0 1000' 2000'



GREEN DIAMOND RESOURCE COMPANY  
EASEMENTS

TOTAL PERMANENT  
EASEMENT 4.995 AC. / 2175.73 FT. OR 131.86 RODS

## LEGEND

- CENTERLINE
- SECTIONLINE
- QUARTER SECTION LINE
- QUARTER QUARTER SECTION LINE
- PARCEL BOUNDARY
- FENCE LINE
- EXISTING OVERHEAD POWER
- TIE
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS
- FOUND SECTION CORNER
- △ CALCULATED SECTION CORNER

## NOTES:

1. HORIZONTAL DATUM- UTM10 NORTH, NAD83, INTERNATIONAL FOOT.
2. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.
3. THIS DESCRIPTION WAS PREPARED UTILIZING A STATUS OF RECORD TITLE PREPARED BY AMERITITLE AND DATED DECEMBER 2, 2022, THEREFORE SURVEYING AND MAPPING, LLC HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS OF WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.

DATE: 06/09/2023  
SCALE: 1"=1000'  
SURVEYOR: DWG  
TECHNICIAN: ARBNOL SOPAJ  
CHECKED BY:  
DRAWING: 77148 - MCB-009.DWG



SURVEYING AND MAPPING LLC (SAM)  
488 East Winchester St., Ste. 125  
Murray UT, 84107  
Ph: (801) 601-4342  
EMAIL: SAM@SAM.BIZ

PROJECT: 1021077148  
KLAMATH T-LINE EASEMENT  
S14 T40S-R12E

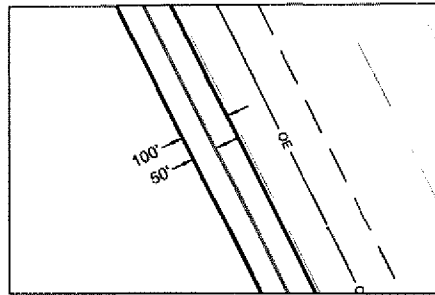
SHEET 1 OF 2



### EXHIBIT A-3

BRYANT MOUNTAIN PARCEL 2  
GREEN DIAMOND RESOURCE COMPANY  
DOC. NO. 2015-002568  
LOCATED IN THE NORTHEAST ONE-QUARTER OF  
SECTION 14, T. 40 S., R. 12 E.,  
W. B. & M., KLAMATH COUNTY, OREGON

0 500' 1000'



DETAIL "A"  
(NOT TO SCALE)

#### GREEN DIAMOND RESOURCE COMPANY EASEMENTS

TOTAL PERMANENT  
EASEMENT 4.995 AC. / 2175.73 FT. OR 131.86 RODS

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
SEPTEMBER 14, 2021  
TYLER GENE TRUJILLO  
93279PLS

EXPIRATION DATE: 6/30/2024

#### LEGEND

—————	CENTERLINE
—————	SECTION LINE
—————	QUARTER SECTION LINE
—————	QUARTER QUARTER SECTION LINE
—————	PARCEL BOUNDARY
————— X —————	FENCE LINE
————— O —————	EXISTING OVERHEAD POWER
—————	TIE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINUS
⊙	FOUND SECTION CORNER
△	CALCULATED SECTION CORNER

#### NOTES:

1. HORIZONTAL DATUM-UTM10 NORTH, NAD83, INTERNATIONAL FOOT.
2. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.
3. THIS DESCRIPTION WAS PREPARED UTILIZING A STATUS OF RECORD TITLE PREPARED BY AMERITITLE AND DATED DECEMBER 2, 2022, THEREFORE SURVEYING AND MAPPING, LLC HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS OF WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.

DATE: 06/09/2023  
SCALE: 1"=1000'  
SURVEYOR: DMC  
TECHNICIAN: ARBNOL SOPAL  
CHECKED BY:  
DRAWING: 77148 - MCB-009.DWG



SURVEYING AND MAPPING LLC (SAM)  
488 East Winchester St., Ste. 125  
Murray UT, 84107  
Ph: (801) 601-4342  
EMAIL: SAM@SAM.BIZ

PROJECT: 1023077148  
KLAMATH-LINE EASEMENT  
S14 T40S-R12E

SHEET 2 OF 2

## EXHIBIT "B-3"

## DESCRIPTION – PERMANENT EASEMENT

PACIFICORP  
MALIN TO CASEBEER  
TRANSMISSION LINE

GREEN DIAMOND RESOURCE COMPANY  
MCB-OR-KL-009

A PORTION OF THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 14,  
TOWNSHIP 40 SOUTH, RANGE 12 EAST OF THE WILLAMETTE BASE AND MERIDIAN, COUNTY OF  
KLAMATH, STATE OF OREGON, DESCRIBED AS FOLLOWS:

**PERMANENT EASEMENT**

A 100.00 FOOT WIDE STRIP, BEING 50.00 FEET AS MEASURED PERPENDICULAR, LEFT AND RIGHT  
OF THE FOLLOWING DESCRIBED CENTERLINE:

**COMMENCING** AT THE NORTHEAST CORNER OF SAID SECTION 14, BEING A FOUND 2.5" GLO BRASS  
CAP (1913), THENCE SOUTH 89°04'55" WEST A DISTANCE OF 942.38 ALONG THE NORTH LINE OF THE  
NORTHEAST QUARTER OF SAID SECTION 14 TO THE **POINT OF BEGINNING**;

THENCE SOUTH 26°24'26" EAST, OVER AND ACROSS SAID SECTION 14, A DISTANCE OF 2175.73  
FEET TO THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 14 AND THE **POINT  
OF TERMINUS**, FROM WHICH THE EAST ONE-QUARTER CORNER OF SAID SECTION 14, BEING A  
FOUND 2.5" GLO BRASS CAP (1913) BEARS SOUTH 00°44'28" EAST A DISTANCE OF 666.23 FEET.

CONTAINING 4.995 ACRES OF LAND (217,572 SQUARE FEET) OF LAND, MORE OR LESS. THE TOTAL  
LENGTH OF THE ABOVE DESCRIBED CENTERLINE IS 2175.73 FEET, 131.86 RODS.

THE SIDE LINES OF SAID EASEMENT ARE TO BE SHORTENED OR EXTENDED TO TERMINATE ON  
PROPERTY LINES.



TYLER GENE TRUJILLO  
OREGON PROFESSIONAL LAND SURVEYOR NO. 93279

FOR AND ON BEHALF OF  
SURVEYING AND MAPPING, LLC

**NOTES:**

1. SEE THE ATTACHED EXHIBIT BY WHICH THIS REFERENCE IS MADE PART HEREOF.
2. THIS DESCRIPTION WAS PREPARED UTILIZING A STATUS OF RECORD TITLE PREPARED BY AMERITITLE AND DATED DECEMBER 2, 2022, THEREFORE SURVEYING AND MAPPING, LLC HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS OF WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
3. BEARINGS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS AND/OR THE ONLINE POSITIONING USER SERVICE OFFERED BY THE N.G.S. AND PROJECTED TO "UTM10 NORTH, NAD83, INTERNATIONAL FOOT.
4. DISTANCES SHOWN HEREON ARE IN US SURVEY FEET GRID. THE COMBINED FACTOR USED TO OBTAIN THE GRID DISTANCES IS 0.999597623.

PROJ. NO. 1023077148  
PREPARED BY: TYLER G. TRUJILLO  
DATE PREPARED: 06/12/2023  
FOR AND ON BEHALF OF SURVEYING AND MAPPING, LLC  
488 EAST WINCHESTER ST., SUITE 125  
MURRAY UT, 84107 -- 385.255.0115  
MCB 9  
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REVISIONS			
NO.	DATE	BY	DESCRIPTION
0	6/27/23	DWC	FINALIZE
1	7/17/23	DWC	CLIENT REDLINE REVISIONS