

FACILITIES EASEMENT AGREEMENT

The Facilities Easement Agreement (“Agreement”) dated as of _____, 2024 is by and between Deschutes County (“County”), a political subdivision of the State of Oregon, and Cascade Natural Gas Corporation (“CASCADE”), a corporation organized under the laws of Washington

WITNESSETH:

WHEREAS, CASCADE and the County entered into a Landfill Gas Sales Agreement dated as of April 15, 2023, the (“Landfill Gas Agreement”) pursuant to which the County granted CASCADE the right to extract, condition, transport and purchase methane gas from a landfill site located at Knott Landfill Recycling and Transfer Facility, 61050 SE 27th Street, Bend, Oregon 97702 (“Landfill”) owned by the County, and

WHEREAS, the Landfill Gas Agreement requires that the County grant an easement to CASCADE in the form of this Agreement for purposes of installation and operation of equipment and piping, collectively defined in the Landfill Gas Agreement as “RNG Production Facility,” to be installed and owned by CASCADE for the purpose of producing Renewable Natural Gas (“RNG”), and

WHEREAS, the Parties have agreed to separately delineate the easement areas associated with the RNG Production Facility (the “RNG Facility Easement”) and the pipelines (“Pipeline Easement”). Any capitalized term used in this Agreement and not defined herein shall have the meaning assigned to such term in the Landfill Gas Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the Parties agree as follows:

1. Subject to the terms and conditions hereinafter set forth, the County hereby grants to CASCADE the right, privilege and easement, hereinafter referred to as “Easement,” to use, operate, construct, reconstruct, repair, maintain and have access for the RNG Production Facility and related pipeline and facilities (collectively “Facilities”) on, over, under and across that real property as described in Exhibits 1 and 2, attached hereto and incorporated herein, to as the “Landfill Site” including the right of ingress and egress from the real property CASCADE and its authorized agents shall further have the non-exclusive right to use forty (40) additional feet of County’s property along and adjacent to said Easement during construction of the Facilities for the limited purpose of facilitating construction of the Facilities.

2. The Easement hereby granted shall be non-exclusive, and the County, its successors and assigns, shall reserve the right to use and to grant to others, subject to the terms hereof, the right to use the property encumbered by the Easement for any and all purposes, including the right to cross over or under the Easement for any purposes, provided that the exercise by County or others of such rights to use, and the use of the land encumbered by the Easement shall not be for the purpose of constructing or operating methane gas recovery facilities and shall not be inconsistent with the grant of the Easement to CASCADE. Subject to the limitations set forth in the foregoing sentence, but without otherwise limiting the foregoing, the County shall have the right to use the property encumbered by the Easement and to cross over the Easement for the operation and maintenance of its Landfill consistent with the terms and conditions of the Landfill Gas Agreement.

3. CASCADE covenants and agrees that it will not permit or suffer any lien to be put upon or to arise on or accrue against the Easement in favor of any person or persons, individual or corporate, furnishing either labor or material in connection with any work done or permitted to be done by

CASCADE on the Facilities, and CASCADE further covenants and agrees to hold the County harmless against and to keep the Easement free from any and all liens or claims of liens which may or might arise or accrue or be based upon any mechanic's lien law of the State of Montana, now in force or hereinafter enacted, by reason of CASCADE's exercise of the rights and privileges granted hereunder, and in the event any such lien shall arise or accrue against the Landfill Site, CASCADE agrees to promptly cause the release of same.

4. Provided that CASCADE is in full compliance with the terms and conditions of the Landfill Gas Agreement and this Agreement, the County agrees that CASCADE may enforce this Agreement by a suit for specific performance.

5. In the event of damage to or destruction of the Facilities, CASCADE agrees to promptly repair and restore the same. CASCADE shall keep the Facilities and the Easement free of any trash or debris.

6. Notwithstanding the grant of the Easement, but subject to the provisions of the Landfill Gas Agreement, CASCADE shall at all times and at its sole cost and expense keep the Facilities in good repair and in compliance with all applicable governmental rules and regulations. CASCADE shall procure, at its sole cost and expense, any permits or licenses necessary for the use and operation of the Facilities and will pay any and all taxes assessed thereon or attributable thereto.

7. The Easement hereby granted shall cease and terminate in its entirety (except as to any indemnities or warranties herein contained) upon the first to occur of the following:

- a. the mutual agreement of the County and CASCADE,
- b. non-use of the Facilities for a period of two consecutive years, or
- c. the date which is twelve months after the expiration or termination of the Landfill Gas Agreement.

8. Upon any such termination, CASCADE agrees to: (i) execute such waivers, releases or other instruments in recordable form as may be necessary to evidence such termination, (ii) release any interest which CASCADE may have in and to the Easement by reason of this Agreement, and (iii) remove the Facilities from the Landfill Site and restore the Landfill Site to its pre-construction condition.

9. This Agreement and the covenants and conditions herein contained shall run with the land and shall be binding upon the successors and assigns of the parties hereto.

10. Except as otherwise provided in this Agreement, neither party shall assign this Easement or any of its rights or obligations hereunder except with the consent of the other party, which consent shall not be unreasonably withheld. Any such assignment is subject to the written assumption by the assignee of the obligations of such party hereunder. Any company or other entity succeeding by purchase, merger or consolidation to the properties, substantially as an entity, of CASCADE shall be entitled to the rights and be subject to the obligations of its predecessor under this Agreement without the necessity of obtaining the consent of the County.

11. Any notice, demand or election under this Agreement shall be deemed properly given if sent by United States mail and addressed as follows:

If to the County: Deschutes County Solid Waste
61050 SE 27th Street
Bend, OR 97702
Attn: Director of Solid Waste

With Copy to: Deschutes County Property Management
PO Box 6005
Bend, OR 97708-6005
Attn: Property Manager

If to CASCADE: Cascade Natural Gas Corporation
555 S. Cole Road
Boise, ID 83709
Attention: EVP Business Development and Gas Supply
or as otherwise provided by notice given as herein provided.

12. This Agreement may not be modified or amended except by written agreement of the parties.

13. This Agreement and the rights and obligations of the Parties shall be governed by and interpreted in accordance with the laws of the State of Montana and not, by the application of choice of law principles, the laws of any other state.

[Signature Pages Follow]

Cascade Natural Gas Corporation

By: _____

Title: _____

Date: _____

STATE OF _____)

:SS

COUNTY OF _____)

On this _____ day of _____, 2024, before me personally appeared _____ known to me to be the _____ of Cascade Natural Gas Corporation, and acknowledged to me that such corporation executed the same.

(SEAL)

Notary Public Signature

EXHIBIT 1 – RNG FACILITY EASEMENT



AKS ENGINEERING & FORESTRY
2777 NW Lolo Drive, Suite 150, Bend, OR 97703
P: (541) 317-8429

AKS Job #10710

EXHIBIT A
Easement Area

A portion of Parcel 2 of Partition Plat No. 2007-62, located in the Northeast Quarter of Section 14, Township 18 South, Range 12 East, Willamette Meridian, Deschutes County, Oregon, and being more particularly described as follows:

Commencing at the Center-East 1/16th corner of said Section 14; thence along the east-west center section line, North 89°39'11" West 261.01 feet; thence at a right-angle to said center section line, North 00°20'49" East 8.07 feet to a line parallel with and 8.07 feet north of said center section line, and the Point of Beginning; thence along said parallel line, North 89°39'11" West 346.07 feet; thence at a right-angle, North 00°20'49" East 151.06 feet; thence North 61°50'35" West 16.34 feet; thence North 28°37'00" East 1.41 feet; thence North 61°16'48" West 115.39 feet; thence along a curve to the right, with a Radius of 110.00 feet, a Central Angle of 26°02'39", an Arc Length of 50.00 feet, and a Chord of North 48°15'29" West 49.57 feet; thence North 35°14'09" West 107.09 feet; thence along a curve to the left, with a Radius of 5.00 feet, a Central Angle of 86°30'32", an Arc Length of 7.55 feet, and a Chord of North 78°29'25" West 6.85 feet to a point of non-tangency; thence North 60°01'26" East 16.32 feet; thence North 75°03'40" East 16.44 feet; thence South 26°11'05" East 3.03 feet; thence South 35°14'09" East 109.30 feet; thence South 46°57'50" East 21.13 feet; thence South 61°16'48" East 140.78 feet; thence South 78°23'05" East 49.64 feet; thence South 89°39'11" East 71.42 feet; thence at a right-angle, North 00°20'49" East 48.69 feet; thence North 45°20'49" East 11.74 feet; thence South 89°39'11" East 204.89 feet; thence at a right-angle, South 00°20'49" West 222.99 feet to the Point of Beginning.

The above tract of land contains 1.78 acres more or less.

The basis of bearings for this description are based on the Central Oregon Coordinate System (COCS), derived from the Oregon Real-Time GNSS System (ORGN), Deschutes 13 Transformation.

11/25/2024

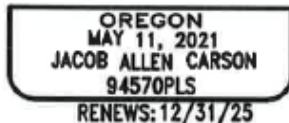
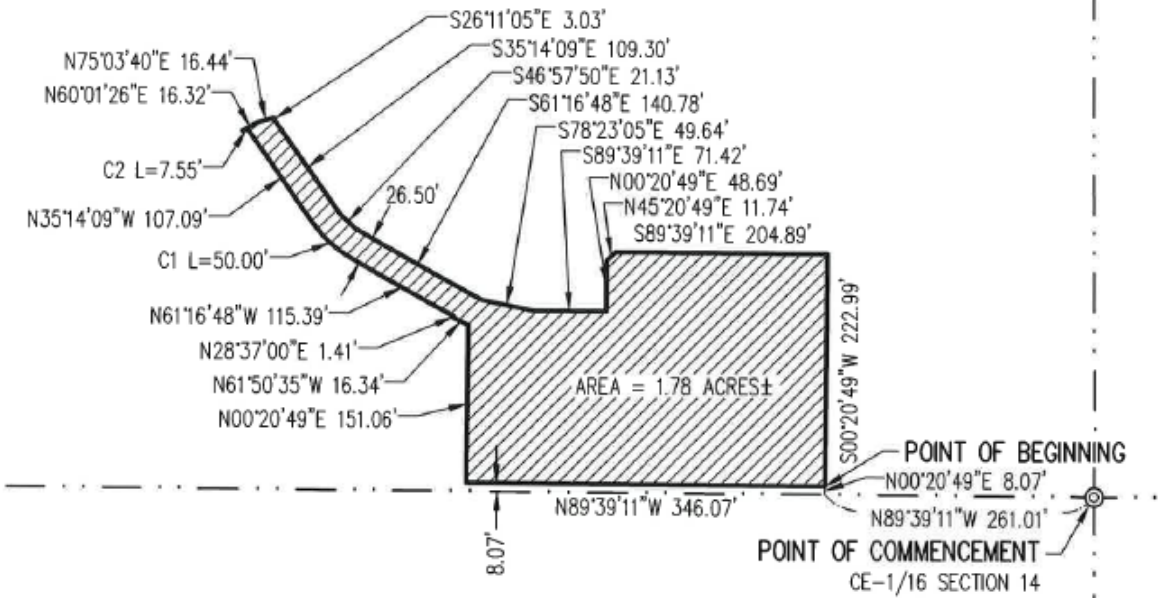


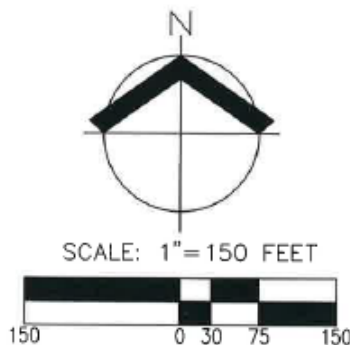
EXHIBIT 1 – RNG FACILITY EASEMENT

EXHIBIT B

A PORTION OF PARCEL 2 OF PP NO. 2007-62,
 LOCATED IN THE NE 1/4 OF SEC. 14, T18S, R12E, W.M.,
 DESCHUTES COUNTY, OREGON



CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	110.00'	26°02'39"	50.00'	N48°15'29"W 49.57'
C2	5.00'	86°30'32"	7.55'	N78°29'25"W 6.85'



11/25/2024
**REGISTERED
 PROFESSIONAL
 LAND SURVEYOR**

2
**OREGON
 MAY 11, 2021
 JACOB ALLEN CARSON
 94570PLS
 RENEWS:12/31/25**

BASIS OF BEARINGS
 THE BASIS OF BEARINGS FOR THIS EXHIBIT
 ARE BASED ON THE CENTRAL OREGON
 COORDINATE SYSTEM (COCS), DERIVED FROM
 THE OREGON REAL-TIME GNSS SYSTEM
 (ORGN), DESCHUTES 13 TRANSFORMATION.

PREPARED FOR
 JACOBS PROJECT MANAGEMENT CO
 6312 S. FIDDLERS GREEN CIRCLE, 300N
 GREENWOOD VILLAGE, CO 80111

AKS ENGINEERING & FORESTRY, LLC
 2777 NW LOLO DR, STE 150
 BEND, OR 97703
 541.317.8429 WWW.AKS-ENG.COM



EASEMENT AREA

DATE: 11/25/2024	
DRWN: JAC	CHKD: PDF
AKS JOB: 10710	EXHIBIT B

EXHIBIT 2 – PIPELINE EASEMENT



AKS ENGINEERING & FORESTRY
2777 NW Lolo Drive, Suite 150, Bend, OR 97703
P: (541) 317-8429

AKS Job #10710

EXHIBIT A
Easement Area

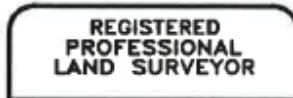
A portion of Parcel 2 of Partition Plat No. 2007-62, located in the Northeast Quarter, the Southeast Quarter, and the Southwest Quarter of Section 14, Township 18 South, Range 12 East, Willamette Meridian, Deschutes County, Oregon, and being more particularly described as follows:

Commencing at the Center-East 1/16th corner of said Section 14; thence along the east-west center section line, North 89°39'11" West 253.07 feet; thence at a right-angle to said center section line, North 00°20'49" East 21.21 feet; thence North 90°00'00" West 229.20 feet; thence at a right-angle, North 00°00'00" East 35.52 feet; thence at a right-angle, North 90°00'00" West 25.57 feet to the Point of Beginning; thence at a right-angle, South 00°00'00" East 54.13 feet; thence along a curve to the right, with a Radius of 8.33 feet, a Central Angle of 90°00'00", an Arc Length of 13.08 feet, and a Chord of South 45°00'00" West 11.78 feet; thence North 90°00'00" West 1,898.84 feet; thence South 33°07'36" West 373.11 feet to the easterly right-of-way line of SE 27th Street (varying in width from centerline); thence along said right-of-way line, North 02°23'07" East 19.56 feet; thence leaving said right-of-way line, North 33°07'36" East 357.20 feet; thence along a curve to the right, with a Radius of 8.33 feet, a Central Angle of 56°52'24", an Arc Length of 8.27 feet, and a Chord of North 61°33'48" East 7.93 feet; thence North 90°00'00" East 1,898.08 feet; thence at a right-angle, North 00°00'00" East 52.46 feet; thence at a right-angle, North 90°00'00" East 10.00 feet to the Point of Beginning.

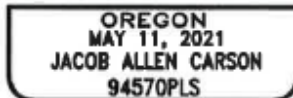
The above tract of land contains 23,280 square feet more or less.

The basis of bearings for this description are based on the Central Oregon Coordinate System (COCS), derived from the Oregon Real-Time GNSS System (ORGN), Deschutes 13 Transformation.

10/10/2024



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RENEWS: 12/31/25

EXHIBIT 2 – PIPELINE EASEMENT

