

**STATE OF OREGON
DEPARTMENT OF STATE LANDS
ACCESS AGREEMENT
64753-AA**

This Access Agreement (Agreement) is entered into this 29 day of November (Month), 2023 (Year) by and between the State of Oregon, by and through its Department of State Lands (State or Grantor) and Northwest Natural Gas Company, a domestic business corporation of Oregon (Grantee) (Grantor and Grantee, collectively the Parties).

1. GRANT OF ACCESS

State grants Grantee and their representatives, contractors and subcontractors access to the state-owned land managed by DSL that is located within the work area described in attached Exhibit A (Property) (incorporated herein by reference), to conduct that portion of the work required of Grantee that will occur on the Property, as described in the Short Term Access Agreement Application (hereinafter Work), subject to the existing rights of lessees, grantees and other users. Grantee and Grantee's contractors are permitted access to the Property as of the effective date of this Agreement.

For purposes of this Agreement, the Property includes any state-owned land used for purposes of ingress and egress to and from the work area, provided such ingress and egress is necessary, and not otherwise conveniently available to Grantee, and that such ingress and egress over state-owned land is approved by Grantor in writing.

The description for the Property in Exhibit A has been provided by Grantee and is drawn from an assessor's map and/or other data. State makes no representation regarding its accuracy or reliability. State will not provide a survey or pay any costs of a survey to determine boundaries. If a discrepancy or boundary overlap later becomes evident, State may, at its discretion, provide or require Grantee to provide a corrected description of the Property and amend this Agreement as necessary.

2. SCOPE OF AUTHORIZED WORK

All Work shall be performed in accordance with the US Moorings Sediment Sampling Project (hereinafter Project) as described in the application.

The purpose of this Agreement is to provide Grantee and Grantee's contractors access to the Property for purposes of accomplishing the Work required. Nothing in this Agreement shall be construed to require Grantee to take action that is contrary to or in conflict with the Work. Except as described in Paragraphs 1, 8 and 9, nothing in this Agreement shall be construed to require Grantee to take action in addition to that required by the Project.

3. TERM

This Agreement shall terminate on October 31, 2024, unless earlier terminated by State or Grantee as provided herein.

4. NOTICE AND SAMPLE RESULTS

Grantee shall notify State not less than five (5) days before initiating Work on the Property. Grantee shall provide State with copies of all work plans, validated analytical data generated by the Work and all final reports summarizing such analytical data and Work as soon as practicable following their completion and/or issuance but no later than ten (10) business days of Grantee's receipt.

5. COMPLIANCE WITH LAWS/PROPER DISPOSAL

Grantee shall comply with all federal, state and local laws and rules applicable to the Work including without limitation, those applicable to the generation, storage or disposal of any waste generated by the Work. No waste generated by the Work shall be stored, discharged, or otherwise disposed of on the Property or any other property owned by the State of Oregon.

This Agreement is solely for access to the state-owned land located within the work area or otherwise needed for ingress or egress to the work area as described in this Agreement. It does not give Grantee an interest in the Property or any structures located on the Property. It neither gives Grantee permission to use the Property in a manner not in conformance with land use requirements, if any, applicable to the Work, nor constitutes regulatory approval of the Work or any related activities. It is Grantee's sole responsibility to determine and comply with any applicable requirements and to secure any necessary authorizations and approvals for the Work.

6. PREVENTION OF DAMAGE AND INJURY

Grantee shall:

- a. Carry out all activities on the Property with due regard for public safety, the prevention of waste, and the restoration and conservation of the Property for future use;
- b. Make all reasonable efforts to prevent and avoid interference with existing navigational and recreational activities and scenic values on the Property;
- c. Maintain the areas of the Property affected by the Work in a safe condition recognizing the continuing public access to the Property during the term of this Agreement;
- d. Carry out all activities on the Property in a manner that protects and avoids damage to property, including without limitation vessels, docks, pilings, floats, gangways and other improvements;

- e. Take all reasonable steps to avoid damage to fish and fish habitat, and wildlife and wildlife habitat, and to protect water quality;
- f. Take all reasonable steps to minimize erosion; and
- g. Substantially restore the Property to its original condition, as of the effective date of this Agreement.

7. STRUCTURES AND EQUIPMENT

This Agreement does not authorize any work beyond that described in the Project. Grantee shall remove any temporary structures, tools, equipment, materials or other property taken or placed upon the Property by or on behalf of Grantee in conjunction with the Work at its expense when Grantee ceases Work on the Property or this Agreement expires or is terminated, whichever is earlier.

8. RESERVATIONS/EXISTING RIGHTS

The interest of Grantee under this Agreement shall at all times be subject to existing rights to use the Property and to the exercise of any new rights to use the Property granted by the State in the future; provided the new right does not unreasonably interfere with the Work for which access is granted under this Agreement. Grantee is responsible for ensuring that its activities under this Agreement do not interfere with any existing right, including without limitation any lease, right-of-way, easement or other use authorization covering the same area.

State reserves the right to require Grantee to notify existing authorized and registered users of the Property, as identified to Grantee by State, of Grantee's activities under this Agreement and contact information for Grantee's project coordinator or other person to whom any inquiries regarding these activities can be directed.

9. ACCESS TO PROPERTY

State shall have access to the Property at all reasonable times for the purpose of ensuring compliance with the terms and conditions of this Agreement.

Grantee shall, to the extent practicable and consistent with the Project ensure that public access to the navigable waters is not impaired because of the Work or Grantee's use of the Property. State reserves the right to reevaluate the extent of public access and any restrictions on public use at any time during this Agreement. State further reserves the right to require Grantee to post or use markings or floats to delineate work areas as necessary or appropriate to protect public safety or navigation during the Work.

10. INDEMNIFICATION

Grantee agrees to defend, indemnify, and hold harmless the State of Oregon and its commissions, agencies, officers, employees, consultants, contractors and agents from any and all claims, demands, actions, suits, damages, costs, penalties, fines or expenses (including reasonable consultant and attorney fees and costs, in any administrative

proceeding, at trial and on appeal) (collectively "Claims") of any person arising from or related in any way to the Work, including without limitation Claims arising from any act or omission of Grantee, its officers, employees, consultants, contractors, agents, or any other person acting on behalf of Grantee. This indemnification shall not affect or apply to the liability, if any, of the State with respect to Claims regarding any condition existing on the Property as of the effective date of this Agreement, except to the extent the Work or any act or omission arising from or related in any way to the Work exacerbates such condition on the Property or causes or contributes to damage or the release of hazardous substances off the Property.

11. INSURANCE

Grantee shall keep in effect during the term of this Agreement the required insurance coverage described in Exhibit B (incorporated herein by reference). The liability coverages shall each name the State of Oregon, the Oregon State Land Board, the Department of State Lands and their officers and employees as additional insureds with respect to the Work. Insurance coverages required by this Agreement shall be obtained from insurers in good standing with the Oregon Insurance Commission. As evidence of the required insurance coverage, Grantee shall furnish certificate(s) of insurance to the State before issuance of this Agreement. Grantee may satisfy all or part of the insurance requirements herein by a showing that the required insurance is held by its agents, consultants or contractors conducting the Work. Grantee shall not take any steps to reduce or eliminate coverage required by this paragraph.

Any available and applicable insurance obtained or in effect for the Work will not provide coverage for or apply to any condition existing on the Property as of the effective date of this Agreement, except to the extent the Work exacerbates such conditions on the Property or causes or contributes to damage or the release of hazardous substances off the Property.

12. MODIFICATION

This Agreement may not be changed, amended, or its term extended without the mutual written consent of each Party. This Agreement affords access for the Work required by the Project only. Other work required by subsequent agreements, orders, or by amendments to the Project or other modification of the Work will require a new or amended access agreement, authorization or transfer of property interest.

13. DEFAULT, NOTICE AND CURE

Grantee shall be in default if any of the following occurs and is not remedied within seven (7) days (or such longer period agreed to in writing by State) after the State has given notice specifying the breach:

- a. Failure of Grantee to comply with any term or condition of this Agreement, including without limitation, failure of Grantee to use the Property solely for the purposes authorized by this Agreement as described in sections 1 and 2, above.
- b. Maintenance by Grantee of a nuisance or dangerous condition on the Property.

Notwithstanding the foregoing, Work performed in full compliance with the Project and this Agreement shall not alone constitute a “nuisance or dangerous condition” under this subsection.

- c. Failure of Grantee to remove any lien placed upon the Property in conjunction with the Work.

14. TERMINATION UPON DEFAULT

In the event of a default by Grantee and Grantee’s failure to cure within the time provided in paragraph 13, this Agreement may be terminated at the option of State by fifteen (15) days’ advance notice in writing to Grantee. Grantee shall have fifteen (15) days after the date of termination to remove all equipment and other property from the Property.

15. TERMINATION UPON MUTUAL CONSENT

This Agreement may also be terminated by mutual written consent of the Parties.

16. NOTICE

- a. Addresses A Party’s “Address” means the address set forth beneath that Party’s signature on this Agreement. Any notices, demands, deliveries or other communications required under this Agreement shall be made in writing and delivered by one of the methods set forth in b. below to a Party’s Address, unless one Party modifies its Address by notice to the other Party, given in accordance with b. below.

- b. Delivery

Method of delivery	When notice deemed delivered
In person (including by messenger service)	the day delivered, as evidenced by signed receipt
Email or Fax	the day sent (unless sent after 5:00 p.m., P.T., in which case the email or fax shall be deemed sent the following business day)
US Mail (postage prepaid, registered or certified, return receipt requested)	the day received, as evidenced by signed return receipt
Courier delivery (by reputable commercial courier)	the day received, as evidenced by signed receipt

17. ASSIGNMENT

This Agreement may not be assigned.

18. NON-PARTNERSHIP

As between State and Grantee, Grantee shall be solely responsible for the cost and expense of any activity conducted on the Property by or on behalf of Grantee under this Agreement. State is neither a partner nor a joint venturer with Grantee in connection with the Work nor shall it be considered a party to any contracts made by Grantee or Grantee's agents in carrying out Work and shall have no obligation with respect to Grantee's debts, liabilities, or obligations under such contracts.

19. NON-WAIVER

Waiver by either party of strict performance of any term of this Agreement on any occasion shall not be construed as a waiver nor prejudice either party's right to require strict performance of the same provision or any other provision in the future.

20. SURVIVAL OF COVENANTS

All remedies and continuing obligations of this Agreement, including without limitation Grantee's indemnification obligation, shall survive termination of this Agreement.

21. EFFECTIVE DATE

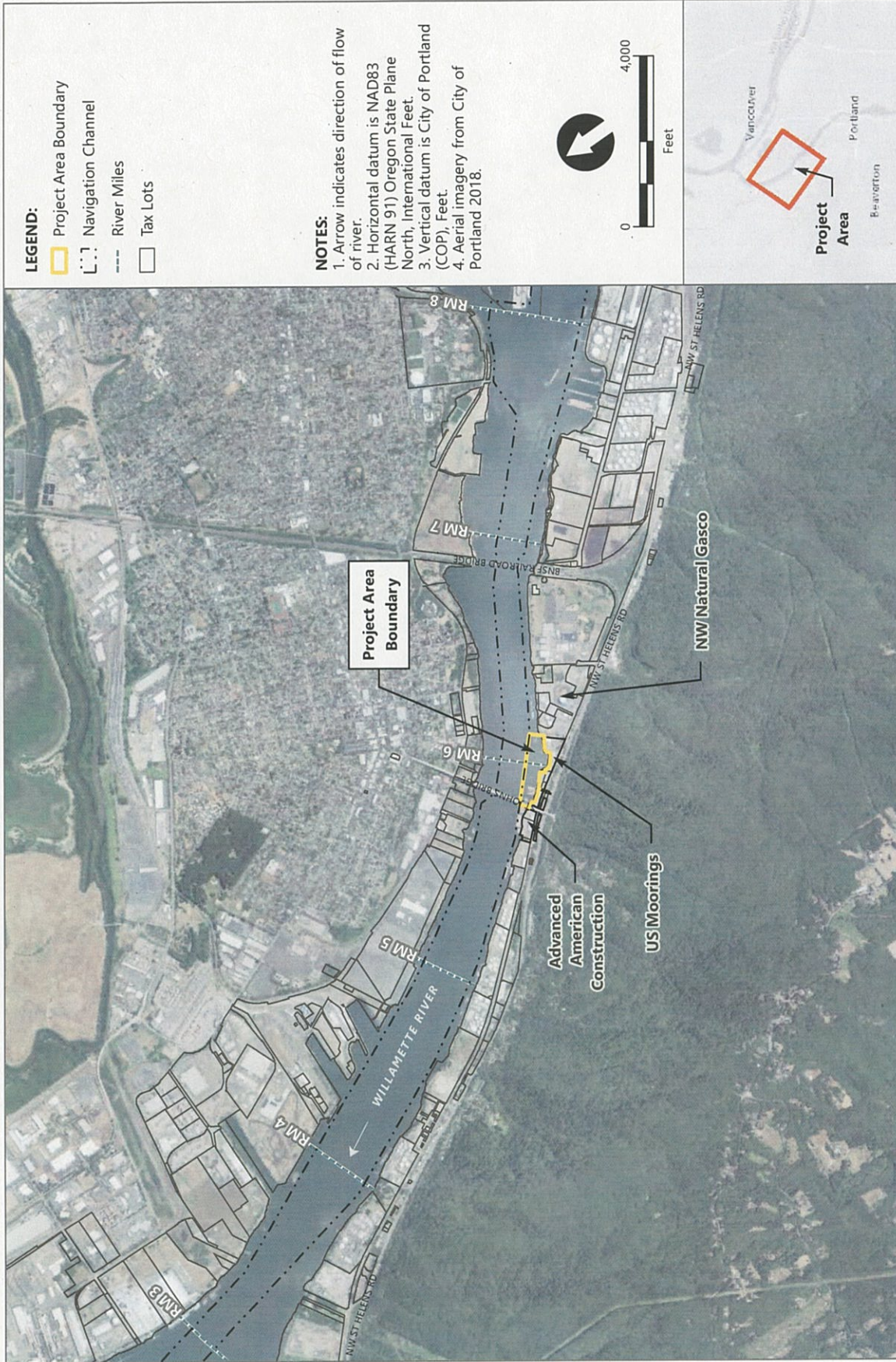
This Agreement shall be effective upon execution by State.

22. ENTIRE AGREEMENT

This Agreement together with its recitals, attachments and exhibits, all of which are incorporated herein by reference, constitutes the entire agreement between the Parties with respect to the subject matter hereof. No waiver, consent, modification, or change in terms of this Agreement shall bind either party unless in writing. There are no understandings, agreements, or representations, oral or written, not specified herein regarding the subject matter of this Agreement. Nothing in this Agreement shall be construed to waive any claim any of the Parties may have that is not expressly addressed herein. This Agreement supersedes all prior or existing agreements between the Parties with respect to the Property and Work described herein.

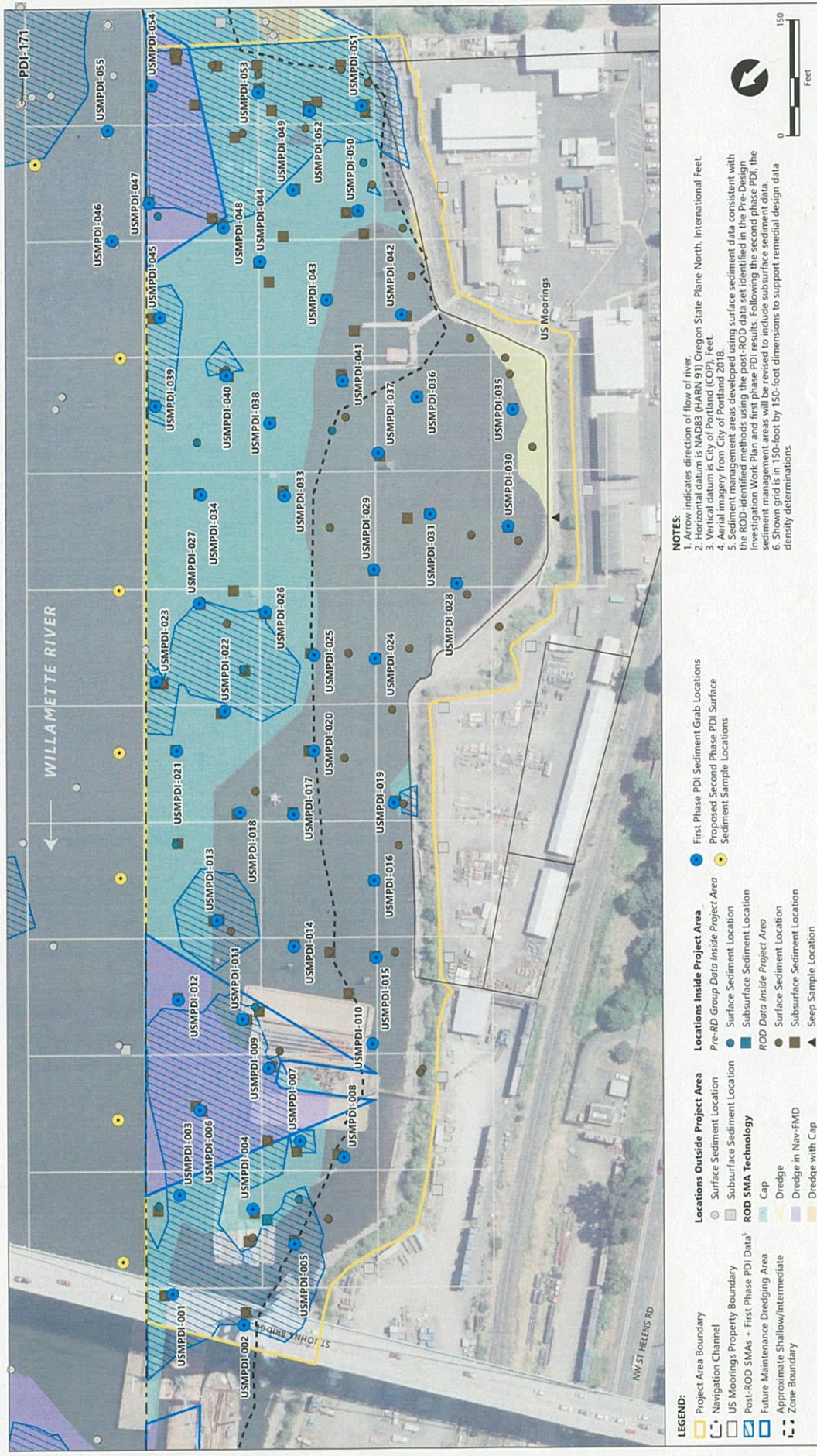
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Exhibit A
PROPERTY DESCRIPTION



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LEGEND:

- Project Area Boundary
- Navigation Channel
- US Mooring's Property Boundary
- Post-ROD SMAs + First Phase PDI Data
- Future Maintenance Dredging Area
- Approximate Shallow/Intermediate Zone Boundary
- Locations Outside Project Area
- Surface Sediment Location
- Subsurface Sediment Location
- ROD SMA Technology
- Cap
- Dredge
- Dredge in Nav-FMD
- Dredge with Cap
- Locations Inside Project Area
- Pre-RD Group Data Inside Project Area
- Proposed Second Phase PDI Surface Sediment Sample Locations
- Surface Sediment Location
- Subsurface Sediment Location
- ROD Data Inside Project Area
- Surface Sediment Location
- Subsurface Sediment Location
- Sleep Sample Location

NOTES:

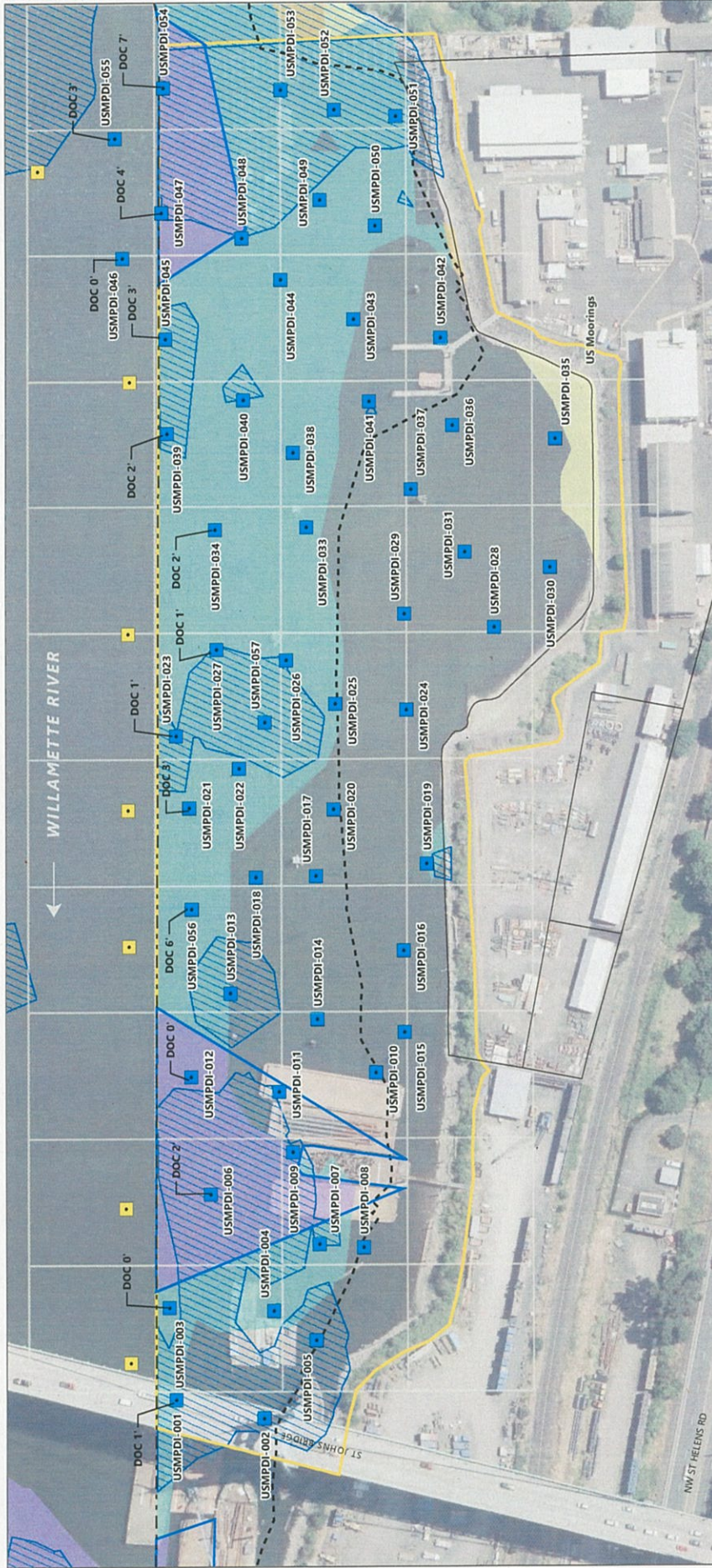
1. Arrow indicates direction of flow of river.
2. Horizontal datum is NAD83 (HARN 91) Oregon State Plane North, International Feet.
3. Vertical datum is City of Portland (COP), Feet.
4. Aerial imagery from City of Portland 2018.
5. Sediment management areas developed using surface sediment data consistent with the ROD-identified methods using the pre-ROD data identified in the First Phase PDI, the sediment management areas will be revised to include subsurface sediment data density determinations.
6. Shown grid is in 150-foot by 150-foot dimensions to support remedial design data density determinations.



Figure 5-1
 Proposed Second Phase PDI Surface Sediment Sampling Locations
 First Phase Pre-Design Investigation Data Summary Report and Second Phase Pre-Design Investigation Work Plan
 US Mooring's Project Area



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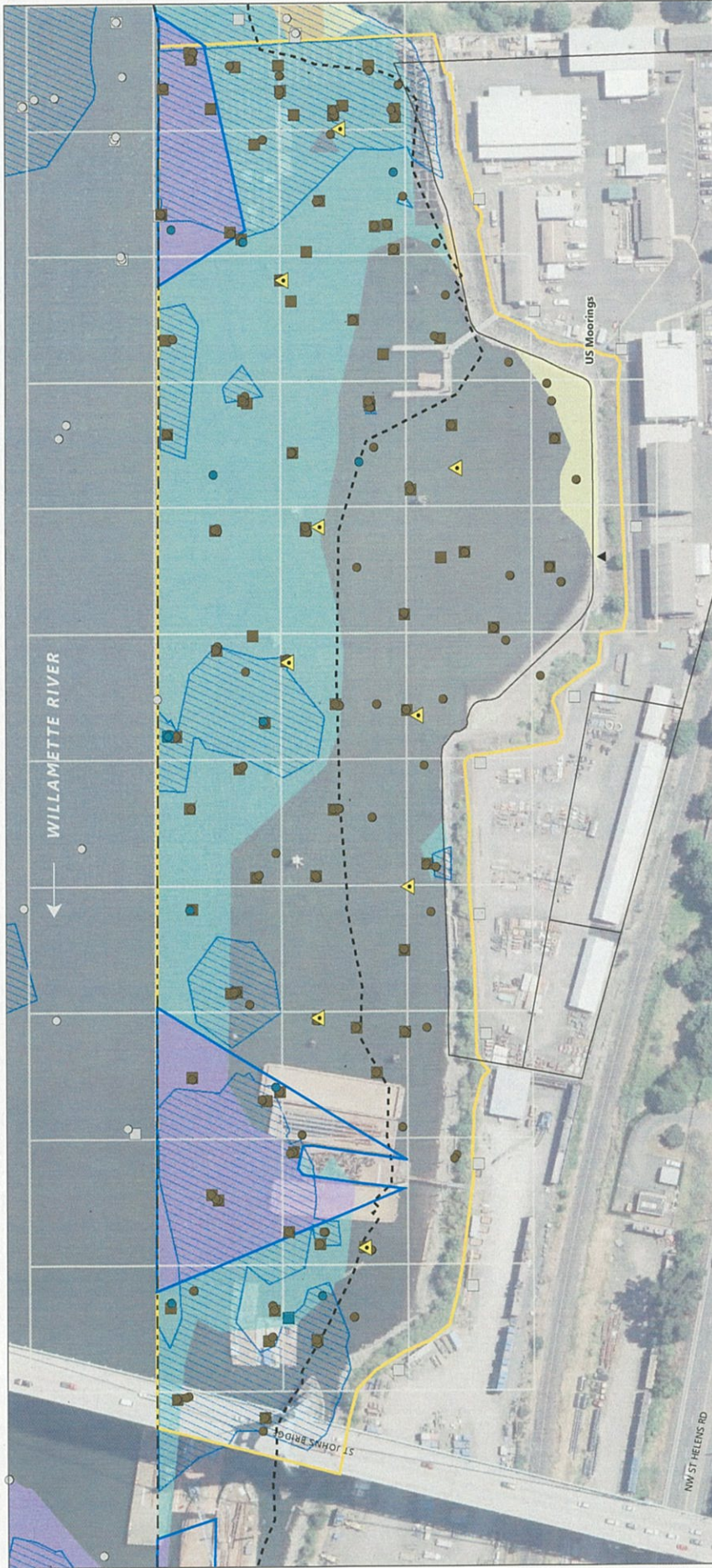


- LEGEND:**
- Project Area Boundary
 - Navigation Channel
 - US Mooring's Property Boundary
 - Post-ROD SMAs - First Phase PDI Data*
 - Future Maintenance Dredging Area
 - Approximate Shallow/Intermediate Zone Boundary
 - First Phase PDI Subsurface Sediment Sample Location
 - Proposed Second Phase PDI Subsurface Sediment DOC Sample Location
- ROD SMA Technology**
- Cap
 - Dredge
 - Dredge in Nav-FMD
 - Dredge with Cap
- NOTES:**
1. Arrow indicates direction of flow of river.
 2. Horizontal datum is NAD83 (HARN 91) Oregon State Plane North, International Feet.
 3. Vertical datum is City of Portland (COP), Feet.
 4. Aerial imagery from City of Portland 2018.
 5. Sediment management areas developed using surface sediment data consistent with the ROD-identified methods using the post-ROD data set identified in the Pre-Design Investigation (PDI) and the ROD-identified methods using the post-ROD data set identified in the Pre-Design Investigation (PDI). The sediment management areas will be revised to include subsurface sediment data density determinations.
 6. Shown grid is in 150-foot by 150-foot dimensions to support remedial design data density determinations.

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Figure 5.2
Proposed Second Phase PDI Subsurface Sediment DOC Sampling Locations
 First Phase Pre-Design Investigation Data Summary Report and Second Phase Pre-Design Investigation Work Plan
 US Mooring's Project Area

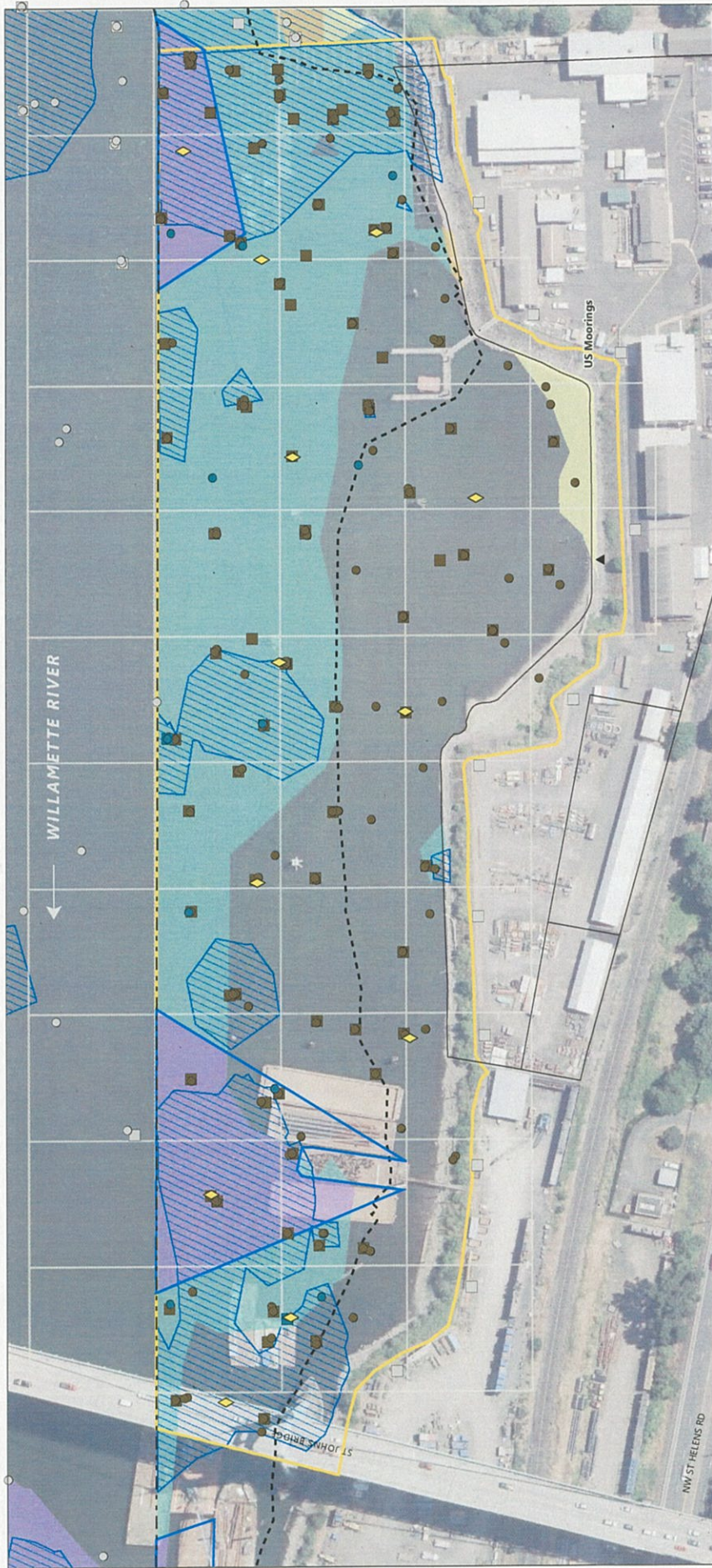


- LEGEND:**
- Project Area Boundary
 - Navigation Channel
 - US Moorings Property Boundary
 - Post-ROD SMAs - First Phase PDI Data
 - Future Maintenance Dredging Area
 - Approximate Shallow/Intermediate Zone Boundary
 - Locations Outside Project Area
 - Surface Sediment Location
 - Subsurface Sediment Location
 - ROD SMA Technology
 - Cap
 - Dredge
 - Dredge in Nav-FMD
 - Dredge with Cap
 - Locations Inside Project Area
 - Pre-RD Group Data Inside Project Area
 - Surface Sediment Location
 - Subsurface Sediment Location
 - ROD Data Inside Project Area
 - Surface Sediment Location
 - Subsurface Sediment Location
 - Proposed Second Phase PDI Seepage Meter Sample Location

- NOTES:**
1. Arrow indicates direction of flow of river.
 2. Horizontal datum is NAD83 (HARN 91) Oregon State Plane North, International Feet.
 3. Vertical datum is City of Portland (COP), Feet.
 4. Aerial imagery from City of Portland 2018.
 5. Sediment management areas developed using surface sediment data consistent with the ROD-ROD-ROD methods using the PDI-ROD data. For the second phase PDI, the sediment management areas will be revised to include subsurface sediment data.
 6. Shown grid is in 150-foot by 150-foot dimensions to support remedial design data density determinations.



Figure 5-3
Proposed Second Phase Seepage Meter Sampling Locations
 First Phase Pre-Design Investigation Data Summary Report and Second Phase Pre-Design Investigation Work Plan
 US Moorings Project Area



LEGEND:

- Project Area Boundary
- Navigation Channel
- US Moorings Property Boundary
- Post-ROD SMAS - First Phase PDI Data
- Future Maintenance Dredging Area
- Approximate Shallow/Intermediate Zone Boundary

- Surface Sediment Location
- Subsurface Sediment Location
- ROD SMA Technology
- Cap
- Dredge
- Dredge in Nav-FMD
- Dredge with Cap

- Locations Outside Project Area
- Pre-RD Group Data Inside Project Area
- ROD Data Inside Project Area
- Surface Sediment Location
- Subsurface Sediment Location
- Surface Sediment Location
- Subsurface Sediment Location
- Seep Sample Location

- Proposed Second Phase PDI TCLP/RCRA Sample Location

- NOTES:**
1. Arrow indicates direction of flow of river.
 2. Horizontal datum is NAD83 (HARN 91) Oregon State Plane North, International Feet.
 3. Vertical datum is City of Portland (COP), Feet.
 4. Aerial imagery from City of Portland 2018.
 5. Sediment management areas developed using surface sediment data consistent with the ROD and the PDI. The ROD and PDI data were used to develop the Pre-Design Investigation Work Plan and first phase PDI results. Following the second phase PDI, the sediment management areas will be revised to include subsurface sediment data.
 6. Shown grid is in 150-foot by 150-foot dimensions to support remedial design data



Figure 5-4
Proposed Second Phase Waste Suitability Characterization Sampling Locations
 First Phase Pre-Design Investigation Data Summary Report and Second Phase Pre-Design Investigation Work Plan
 US Moorings Project Area

Exhibit B
INSURANCE REQUIREMENTS

During the term of the Permit, Permittee shall maintain in force at its own expense, each insurance item noted below: **(State must check boxes for #2, #3, and #4 to indicate whether insurance is required or not.)**

1. **Required by State of Permittee with one or more workers, as defined by ORS 656.027. Workers' Compensation.** All employers, including Permittee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Permittee shall require and ensure that each of its subpermittees (if allowed) complies with these requirements.

2. **Required by State** **Not required by State.**
(Commercial/General) Liability coverage, insuring against claims for bodily injury, death and property damage. Coverage must include contractual liability coverage for the indemnity provided under this Permit. **The commercial/general liability insurance coverages required under this Permit must include the State of Oregon, and its agencies, departments, divisions, commissions, branches, officers, employees, and agents as additional insureds. See Number 7 below.**

Permittee shall provide proof of liability or commercial general liability insurance in not less than the following amounts:

Bodily Injury/Death:

\$1,000,000/\$2,000,000 combined single limit per occurrence/aggregate limit for all claims per occurrence.

or

\$2,000,000/\$4,000,000 combined single limit per occurrence/aggregate limit for all claims per occurrence.

or

\$ _____

3. Required by State Not required by State.
Marine Protection and Indemnity Coverage. Permittee shall obtain, at Permittee's expense, and keep in effect during the term of the Permit marine protection and indemnity coverage. Shall not be less than \$ _____.
4. Required by State Not required by State.
Pollution Liability: Permittee shall obtain at Permittee's expense, and shall keep in effect during the term of the Permit, pollution liability insurance covering Permittee's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Permittee, all arising out of Permittee's lease of the Permithold. Shall not be less than \$ _____
5. **"Tail" Coverage.** If any of the required liability insurance is on a "claims made" basis, Permittee shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Permit, for a minimum of 24 months following the termination or expiration of the Permit.
6. **Certificates of Insurance.** As evidence of the insurance coverages required by this Permit, the Permittee shall furnish acceptable insurance certificates to State prior to commencing any work to be performed under the Permit. The certificate must specify all of the parties who are additional insureds. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to State. Permittee shall pay for all deductibles, self-insured retention and self-insurance
7. **Additional Insured.** The commercial general liability and automobile liability insurance coverages required under this Permit must include the State of Oregon, and its agencies, departments, divisions, commissions, branches, officers, employees, and agents as additional insureds but only with respect to Permittee's activities to be performed under this Permit. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
8. **Change in coverage or cancellation.** Permittee shall notify State when a change in coverage or cancellation occurs. Permittee shall provide State copies of new coverage upon effect of change. As stated in section 2, Permittee shall ensure required insurance coverage is maintained over the term of the Permit.