

2015-004374

Klamath County, Oregon



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05/07/2015 09:58:24 AM

Fee: \$72.00

Return to:
Williams Pacific Connector Gas Operator LLC
3709 Citation Way, Suite 102
Medford, OR 97504

TIMBER SALE AGREEMENT

This agreement is entered into by and between Williams Pacific Connector Gas Operator LLC, a Delaware limited liability company, on behalf of Pacific Connector Gas Pipeline, L.P., a Delaware limited partnership, P.O. Box 58900, Salt Lake City, UT 84158-0900, hereinafter referred to as PACIFIC CONNECTOR and VCP Ranch, Ltd, an Oregon limited partnership, whose address is 21660 Pope Rd, Merrill OR 97633, hereinafter referred to as SELLER.

PURPOSES: The purposes of this agreement are:

1. To sell all trees located within the proposed clearing limits of PACIFIC CONNECTOR's proposed pipeline, as provided in Exhibit "A", attached hereto and made a part of this agreement, within Seller's property, located on Tax Lot # R104256 in Klamath County, OR.
2. To mutually agree to execute any and all documents as may be required by the Oregon Department of Forestry and Oregon Department of Revenue, and any other tree removal permits required by county or local government agencies, for the purpose of removing the trees sold under this agreement.

TITLE: SELLER warrants that (he/she/they) has/have sole and unencumbered title to the trees described herein. Upon execution of this agreement, all title to and ownership of said trees shall transfer to PACIFIC CONNECTOR.

IT IS THEREFORE MUTUALLY AGREED THAT:

SELLING PRICE: PACIFIC CONNECTOR agrees to pay valuable consideration to SELLER for trees described by this agreement. Such payments shall constitute the entire and full amount due.

FOREST PRACTICES PERMIT APPLICATION: SELLER and PACIFIC CONNECTOR herein agree to, and will mutually sign as required by the Oregon Department of Forestry and Oregon Department of Revenue any and all applications, permits, and/or other documents required to obtain and/or enjoy a State of Oregon Permit that designates SELLER as "Landowner" and PACIFIC CONNECTOR as both "Timber Owner" and "Operator". PACIFIC CONNECTOR shall prepare any required applications for timber removal at its own expense. PACIFIC CONNECTOR warrants the application shall assure compliance with related State of Oregon Rules.

1. **ACCESS:** SELLER agrees to allow PACIFIC CONNECTOR access to trees sold under this agreement, for the purpose of evaluating, felling, manufacturing logs, loading log trucks, and clean

up. PACIFIC CONNECTOR may use Seller's existing roadway to move log trucks, logging equipment, and personnel. No work or activity shall be allowed outside the proposed construction workspace boundaries.

2. **TAXES AND PENALTIES:** If SELLER documents and verifies that he/she/they, as a result of entering into this agreement and allowing trees to be removed from the proposed construction workspace is/are liable for any punitive taxes or penalties, imposed because of the violation of covenants or agreements made with regulatory authorities regarding the subject property, PACIFIC CONNECTOR agrees to compensate SELLER an additional amount equal to, but not exceeding, the penalties incurred.
3. **STATE TAXES DUE ON SALE AND REMOVAL OF TREES:** PACIFIC CONNECTOR agrees to pay all taxes arising this operation.
4. **INDEMNIFICATION:** PACIFIC CONNECTOR agrees to Indemnify, save harmless and defend the SELLER, his agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages arising out of or in connection with, or incident to, PACIFIC CONNECTOR 's removal of timber and any and all other activities to this Agreement.
5. **PERIOD OF PERFORMANCE:** PACIFIC CONNECTOR may begin tree removal immediately upon execution of this agreement, and shall have all tree removal completed prior to the start of construction. Title to any trees or logs remaining on the property after the completion of construction shall revert to SELLER.
6. **AMENDMENTS:** Changes to this agreement may be made upon mutual agreement of the parties. All such changes must be made in writing, identified as part of this agreement, and signed by both parties.

This constitutes the complete agreement between the parties.

WITNESS THE EXECUTION THIS 2nd day of April, 2015

GRANTOR:

VCP Ranch, LTD, an
Oregon limited partnership

Colin L. Pope

Colin L. Pope, General Partner

GRANTEE:

Williams Pacific Connector Gas

Operator LLC, on behalf of Pacific

Connector Gas Pipeline L.P.

Peggie LaLum

Peggie LaLum, Attorney in Fact

ACKNOWLEDGMENT

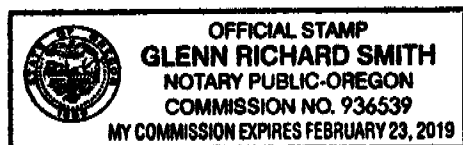
STATE OF OREGON)

COUNTY OF Klamath)

)ss.

BEFORE ME, the undersigned authority, on this 29th day of April, 2015
personally appeared Colin Pope as General Partner of VCP
Ranch, Ltd, to me known to be the individuals described in and who executed the foregoing instrument,
and acknowledged to me that they signed the said instrument as their free and voluntary act and deed for
the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Glenn Richard Smith

Notary Public in and for the
State of Oregon

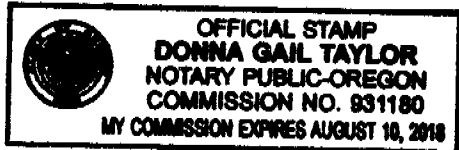
My Commission Expires: February 23, 2019

ACKNOWLEDGMENT ATTORNEY-IN-FACT

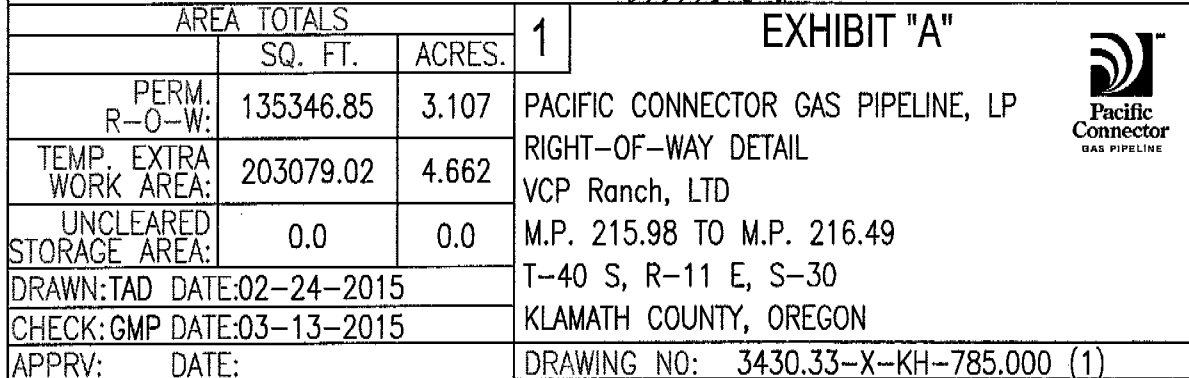
STATE OF OREGON)
COUNTY OF Jackson) ss.

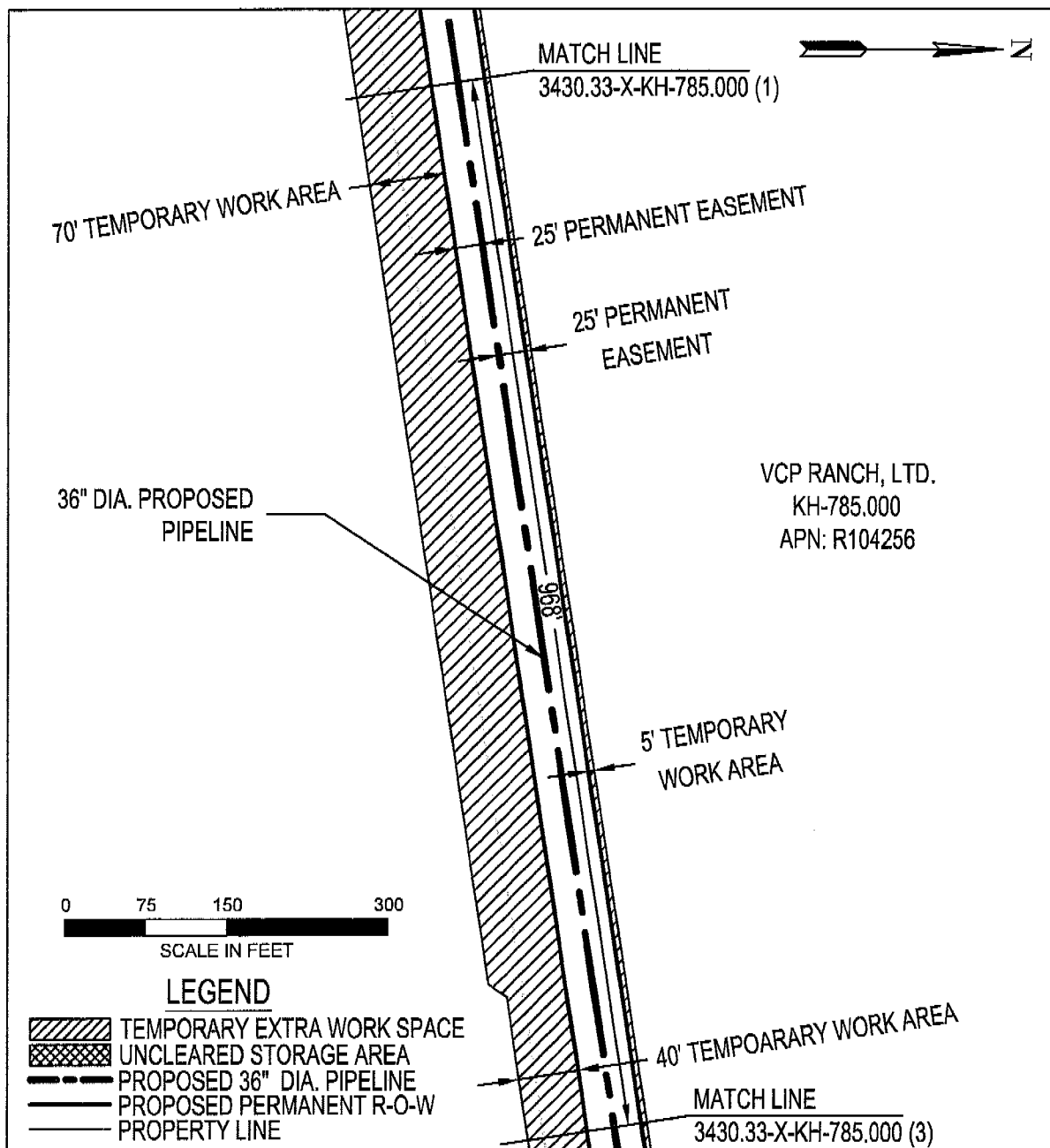
On the 30th day of April, 2015, Peggie Labrum personally appeared before me and being by me duly sworn, did say that she is the Attorney-in-Fact of Williams Pacific Connector Gas Operator LLC, on behalf of Pacific Connector Gas Pipeline L.P., and that the Agreement was signed on behalf of Williams Pacific Connector Gas Operator LLC, on behalf of Pacific Connector Gas Pipeline L.P., and said to me that as such Attorney-in-Fact she executed the same.

Donna Gail Taylor




Notary Public in and for the
State of Oregon
My Commission Expires: August 10, 2018





AREA TOTALS			1	EXHIBIT "A"
	SQ. FT.	ACRES.		
PERM. R-O-W:	135346.85	3.107	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL VCP Ranch, LTD M.P. 215.98 TO M.P. 216.49 T-40 S, R-11 E, S-30 KLAMATH COUNTY, OREGON	
TEMP. EXTRA WORK AREA:	203079.02	4.662		
UNCLEARED STORAGE AREA:	0.0	0.0		
DRAWN:TAD DATE:02-24-2015				
CHECK:GMP DATE:03-13-2015				
APPRV: DATE:			DRAWING NO: 3430.33-X-KH-785.000 (2)	



Pacific
Connector
GAS PIPELINE



