

2016-002949

Klamath County, Oregon

03/21/2016 09:57:17 AM

Fee: \$77.00

RECORDING COVER SHEET (Please Print or Type)

The information on this sheet is a reflection of the attached instrument for the purpose of meeting first page recording requirements, ORS 205.234.

If this cover page is included with your document, please add \$5.00 to the total recording fees.

AFTER RECORDING RETURN TO:

Pacific Connector Gas Pipeline

832 NW Highland Street

Roseburg, OR 97470

1) TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)

Timber Sale Agreement

2) DIRECT PARTY / GRANTOR(S) ORS 205.125(1)(b) and 205.160

C.A. Morrison Trust

816 NE "E" Street

Grants Pass, OR 97526

3) INDIRECT PARTY / GRANTEE(S) ORS 205.125(1)(a) and 205.160

Williams Pacific Connector Gas Operator LLC

PO Box 58900

Salt Lake City, UT 84158-0900

4) TRUE AND ACTUAL CONSIDERATION

ORS 93.030(5) – Amount in dollars or other

\$ _____ ☒ Other

5) SEND TAX STATEMENTS TO:

No Change

6) SATISFACTION of ORDER or WARRANT

ORS 205.125(1)(e)

CHECK ONE: ☐ FULL
(If applicable) ☐ PARTIAL

7) The amount of the monetary obligation imposed by the order or warrant. ORS 205.125(1)(c)

\$ _____

8) If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244: "RERECORDED TO CORRECT _____

PREVIOUSLY RECORDED IN
BOOK _____ AND PAGE _____, OR AS FEE NUMBER _____."

Amertis CRK16003

Amertis WAS REQUESTED TO
RECORD THIS INSTRUMENT AS
AN ACCOMMODATION. IT HAS NOT
BEEN EXAMINED FOR SUFFICIENCY
OR ITS EFFECT UPON THE TITLE.

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

A
Arden Title WAS REQUESTED TO
RECORD THIS INSTRUMENT AS
AN ACCOMMODATION. IT HAS NOT
BEEN EXAMINED FOR SUFFICIENCY
OR ITS EFFECT UPON THE TITLE.

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 Vicki Magallon & Pamela Schrimpf (aka Pamela Ann Schrimpf), Trustees of The C.A. Morrison Trust, U/T/A/D December 28, 1984, whose address is 816 NE "E" Street, Grants Pass OR 97526, 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 # R492103 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

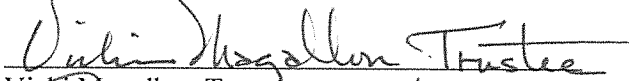
W20160R12077

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.

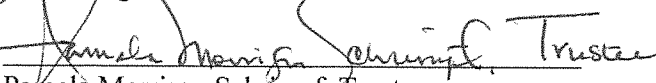
2. **TAXES AND PENALTIES:** If SELLER documents and verifies that he/she/they, as a result of entering into this agreement and allowing trees to be removed from the proposed construction workspace is/are liable for any punitive taxes or penalties, imposed because of the violation of covenants or agreements 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.

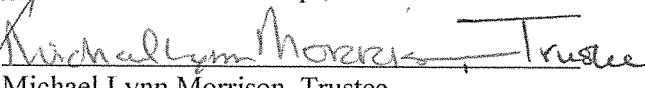
SELLER:


Vicki Magallon, Trustee

Date: 2/19/16

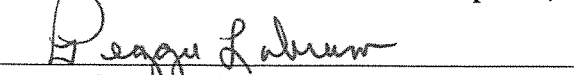

Pamela Morrison Schimpf, Trustee

Date: 2/19/2016


Michael Lynn Morrison, Trustee

Date: 2-19-16

**Williams Pacific Connector Gas Operator LLC,
on behalf of Pacific Connector Gas Pipeline, L.P.**


Peggie Labrum, Attorney in Fact

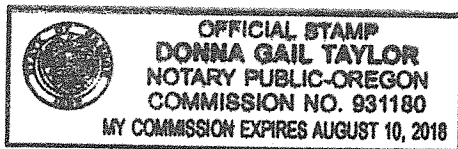
Date: 2.19.2016

ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF Jackson) ss.

BEFORE ME, the undersigned authority, on this 19th day of February, 2016, personally appeared Vicki Magallon, 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.



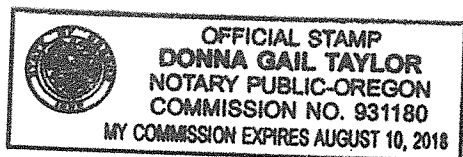
Donna Gail Taylor
Notary Public in and for the
State of Oregon
My Commission Expires: August 10, 2018

ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF Jackson) ss.

BEFORE ME, the undersigned authority, on this 19th day of February, 2016, personally appeared Pamela Morrison Schrimpf, 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.



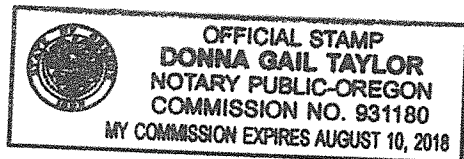
Donna Gail Taylor
Notary Public in and for the
State of Oregon
My Commission Expires: August 10, 2018

ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF Jackson) ss.

BEFORE ME, the undersigned authority, on this 19th day of February, 2016, personally appeared Michael Lynn Morrison, 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.

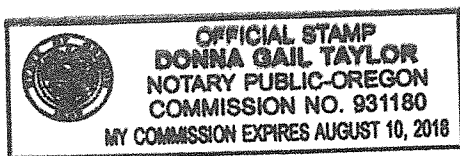


Donna Gail Taylor
Notary Public in and for the
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My Commission Expires: August 10, 2018

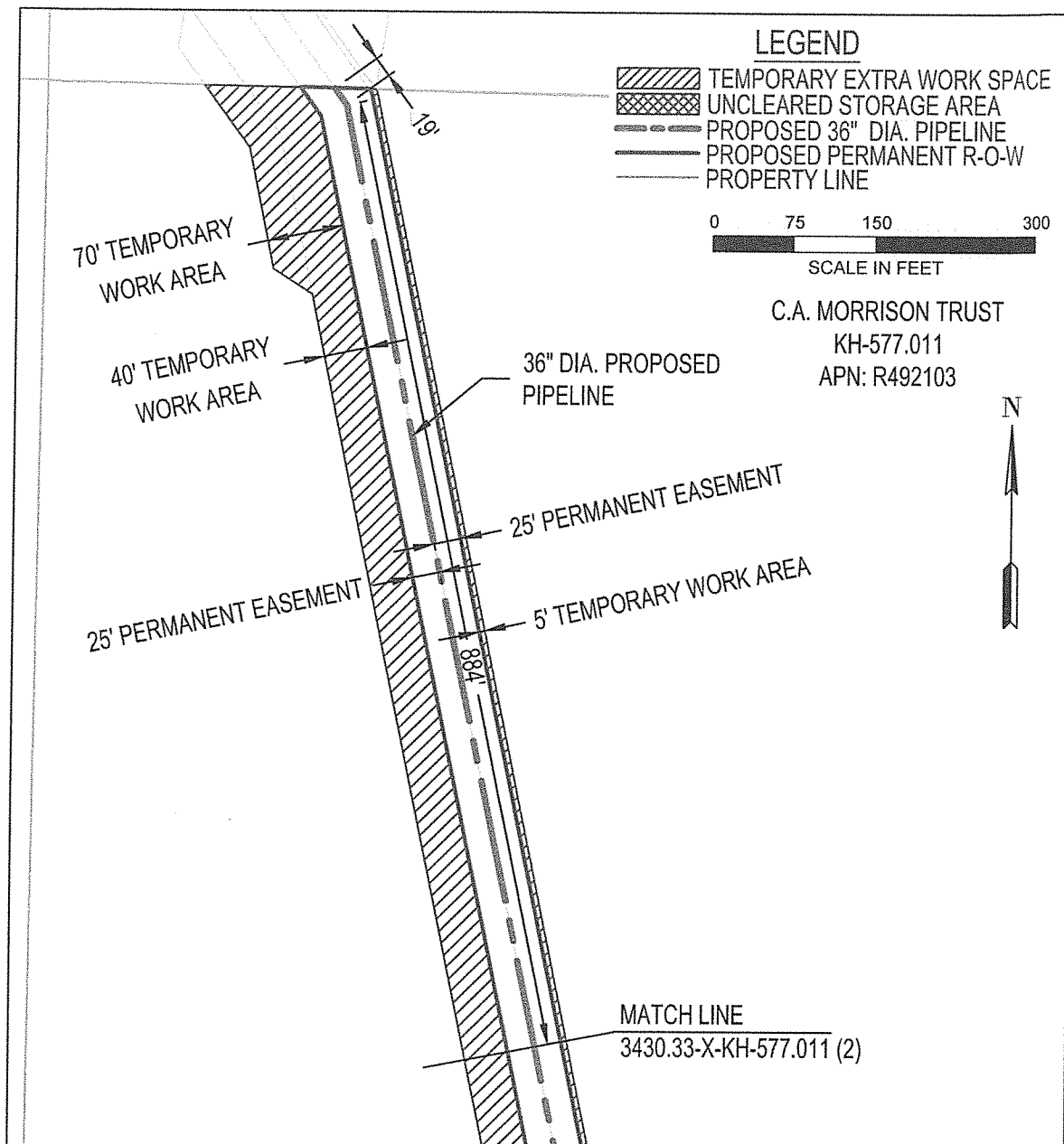
ACKNOWLEDGMENT ATTORNEY-IN-FACT


STATE OF OREGON)
COUNTY OF Jackson) ss.

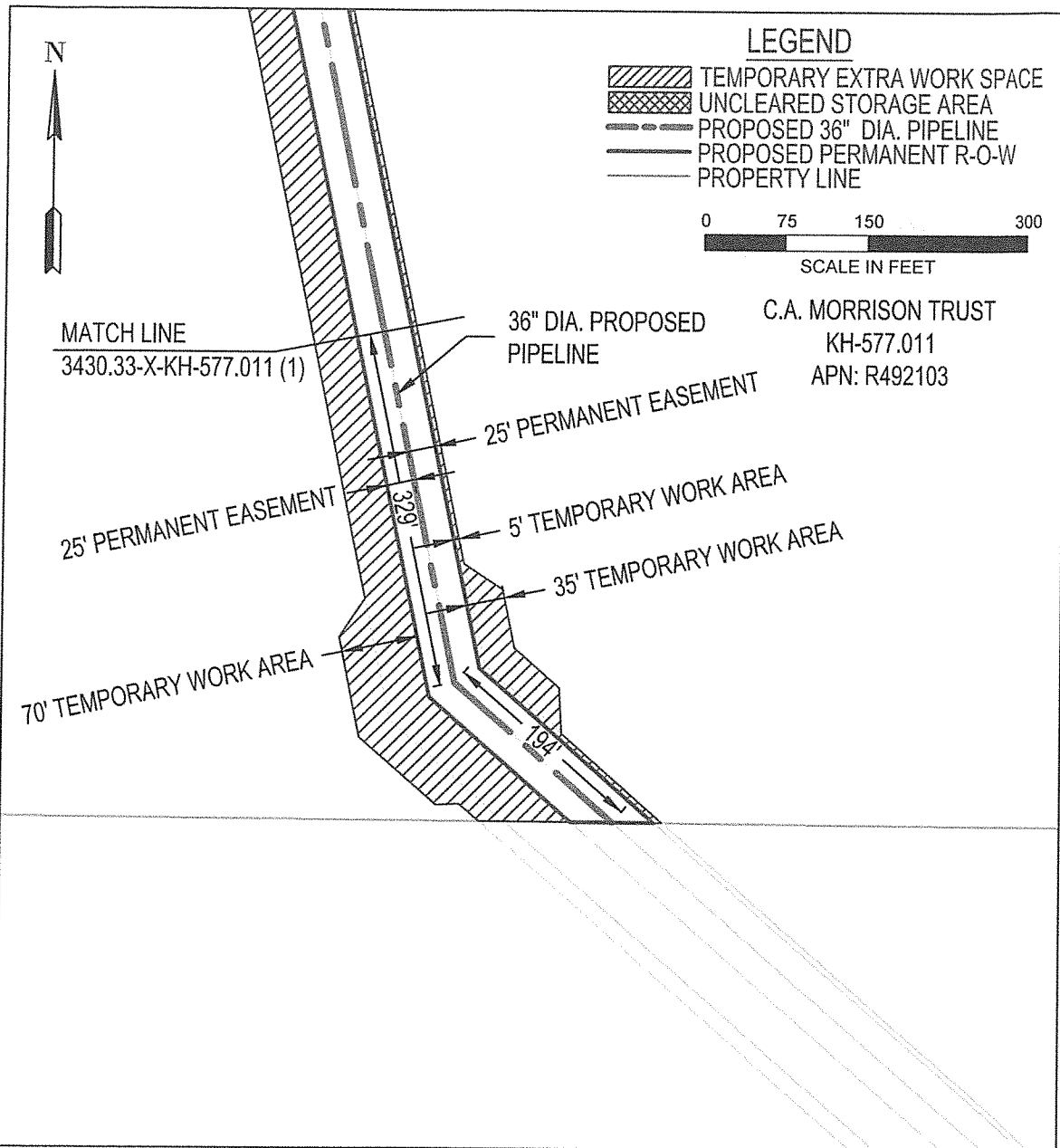
On the 19th day of February, 2016, Peggie Labrum personally appeared before me and being by me duly sworn, did say that she is the Attorney-in-Fact of Williams Pacific Connector Gas Operator LLC, on behalf of Pacific Connector Gas Pipeline L.P., and that the Agreement was signed on behalf of Williams 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			REV 0	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	71286.46	1.637	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL C A Morrison Trust M.P. 189.96 TO M.P. 190.19 T-39 S, R-8 E, S-30 KLAMATH COUNTY, OREGON		
TEMP. EXTRA WORK AREA:	80844.75	1.856			
UNCLEARED STORAGE AREA:	0.00	0.000			
DRAWN: VGH DATE: 06-05-2015					
CHECK: GMP DATE: 06-12-2015					
APPRV: BAB DATE: 01-06-2016			DRAWING NO: 3430.33-X-KH-577.011 (1)		




AREA TOTALS			REV 0	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	80844.75	1.856	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL C A Morrison Trust M.P. 189.96 TO M.P. 190.19 T-39 S, R-8 E, S-30 KLAMATH COUNTY, OREGON		
TEMP. EXTRA WORK AREA:	71286.46	1.637			
UNCLEARED STORAGE AREA:	0.00	0.000			
DRAWN: VGH DATE: 06-05-2015					
CHECK: GMP DATE: 06-12-2015					
APPRV: BAB DATE: 01-06-2016			DRAWING NO: 3430.33-X-KH-577.011 (2)		

EXHIBIT "A-1"

The SE1/4 NE1/4 of Section 30, Township 39, South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.