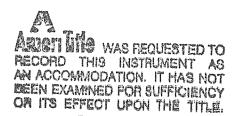
# 2016-002949

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.	d	
AFTER RECORDING RETURN TO:		
Pacific Connector Gas Pipeline		
832 NW Highland Street		
Roseburg, OR 97470	= • (7)	<b>&gt;</b>
1) TITLE(S) OF THE TRANSACTION(S) ORS 2 Timber Sale Agreement	205.234(a)	8000
	<del>`                                    </del>	
2) DIRECT PARTY / GRANTOR(S) ORS 205.12.	5(1)(h) and 205 1(0	Ž
C.A. Morrison Trust	3(1)(0) and 203.100	$\sim$
816 NE "E" Street		
Grants Pass, OR 97526		
3) INDIRECT PARTY / GRANTEE(S) ORS 205.1 Williams Pacific Connector Gas Operator LLC PO Box 58900 Salt Lake City, UT 84158-0900	125(1)(a) and 205.160	
4) TRUE AND ACTUAL CONSIDERATION ORS 93.030(5) – Amount in dollars or other	5) SEND TAX STATEMENTS TO: No Change	TED TO NT AS AS NOT SIENCY TITLE.
\$Other		STRUMEN STRUMEN S. IT HA SUFFIC SN THE
6) SATISFACTION of ORDER or WARRANT	7) The amount of the monetary	SAN
ORS 205.125(1)(e) CHECK ONE: FULL (If applicable) PARTIAL	obligation imposed by the order or warrant. ORS 205.125(1)(c)	COOMIC NEXAMINA NEXAMINA NEXAMINA NEXAMINA NEXAMINA
8) If this instrument is being Re-Recorded, compaccordance with ORS 205.244: "RERECORDE	olete the following statement, in	24 A R 8
	PREVIOUSLY RECORDED IN	
BOOK, OR AS FE	E NUMBER"	

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 <u>Williams Pacific Connector Gas Operator LLC</u>, a <u>Delaware limited liability company</u>, on behalf of Pacific Connector Gas Pipeline, L.P., a <u>Delaware limited partnership</u>, P.O. Box 58900, Salt Lake City, UT 84158-0900, hereinafter referred to as PACIFIC CONNECTOR and <u>Vicki Magallon & Pamela Schrimpf</u> (aka Pamela Ann Schrimpf), <u>Trustees of The C.A. Morrison Trust</u>, U/T/A/D <u>December 28</u>, 1984, whose address is <u>816 NE "E" Street</u>, 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

- 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.

/ \_ ^

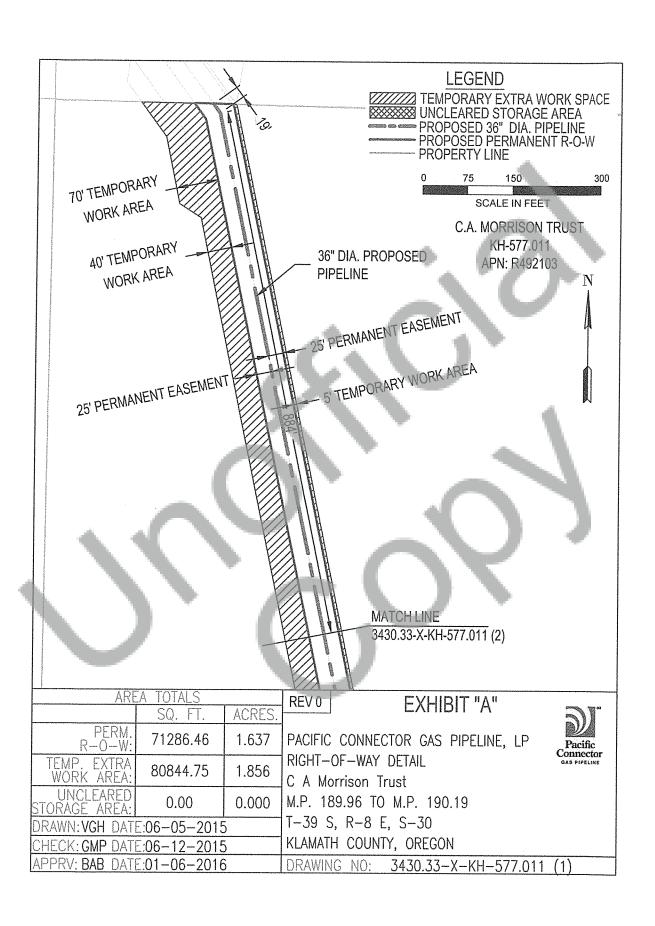
SELLER:	
Vilia Usgallon Trustes	Date: 2/19/16
Vicki Magallon, Trustee	/ -
- Jamela Maria Chrimas Trustee	Date: 2/19/2016
Pamela Morrison Schrimpf, Trustee	,
Nichallym Morerey Trustee	Date: 2-/9-/4
Michael Lynn Morrison, Trustee	
Williams Pacific Connector Gas Operator LLC,	
on behalf of Pacific Connector Gas Pipeline, L.P.	
Deagu Labrum	Date: 2.19.2016
Peggie Labrum, Attorney in Fact	

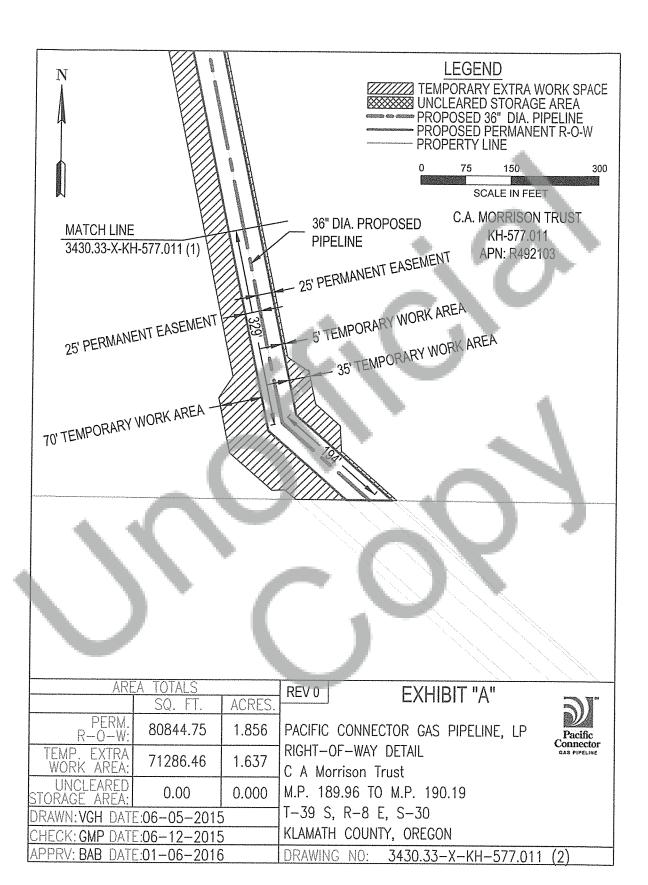
## ACKNOWLEDGMENT

STATE OF OREGON	)
COUNTY OF Jackson	)ss.
COUNTY OF Jackson	)
BEFORE ME, the undersigned personally appeared Vicki for the said instrument as their free and mentioned.	authority, on this
OFFICIAL STAMP DONNA GAIL TAYLOR NOTARY PUBLIC-OREGON COMMISSION NO. 931180 MY COMMISSION EXPIRES AUGUST 10, 2018	Notary Public in and for the State of Oregon My Commission Expires:   My Logust 10, 2018
	ACKNOWLEDGMENT
described in and who executed the fo	))ss. ) authority, on this 19 th day of Fibruary. 2016
WITNESS my hand and official written.	seal hereto affixed the day and year in this certificate above
witter.	
OFFICIAL STAMP DONNA GAIL TAYLOR NOTARY PUBLIC-OREGON COMMISSION NO. 931180 MY COMMISSION EXPIRES AUGUST 10, 2018	Notary Public in and for the State of Oregon

#### **ACKNOWLEDGMENT**

STATE OF OREGON	)	
COUNTY OF jackson	)ss. )	
BEFORE ME, the undersigned personally appeared Michael L described in and who executed the for the said instrument as their free and mentioned.	pregoing instrument, and ac	knowledged to me that they signed
Written.	I seal hereto affixed the day $\mathcal{A}$	and year in this certificate above
DONNA GAIL TAYLOR NOTARY PUBLIC-OREGON COMMISSION NO. 931180 MY COMMISSION EXPIRES AUGUST 10, 2018	Notary Public in and for the State of Oregon	1 410 00 0
	My Commission Expires:_0	<u>myun 10, 2018</u>
STATE OF OREGON COUNTY OF Jackson	VLEDGMENT ATTORNEY ) )ss)	IN-FACT
On the day of day of and being by me duly sworn, did say to Operator LLC, on behalf of Pacific Conbehalf of Williams Pacific Connector (L.P., and said to me that as such Attorior)	nnector Gas Pipeline L.P., a Gas Operator LLC, on beha	nd that the Agreement was signed on alf of Pacific Connector Gas Pipeline,
OFFICIAL STAMP BONNA GAIL TAYLOR NOTARY PUBLIC-OREGON COMMISSION NO. 931180 MY COMMISSION EXPIRES AUGUST 10, 2018	Notary Public in and for the State of Oregon My Commission Expires:	Saylor Sugust 10, 2018





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

