

TEMPORARY CONSTRUCTION WORKSPACE AGREEMENT

For Five Hundred Dollars (\$500.00) and other valuable consideration, **City of Stevenson**, whose address is **P. O. Box 371, Stevenson, WA 98648** ("Grantor") does grant to **NORTHWEST PIPELINE LLC, a Delaware limited liability company, located at** located at 2800 Post Oak Boulevard, Houston, TX 77056 ("Grantee"), its agents, contractors and employees, the right and privilege of using a specified parcel of land for the purpose of access, pipeline maintenance and construction activities associated with the 2024 Blue Lake-Red Bluff Replacement Project ("Construction Workspace"), which property is situated in Skamania County, State of Washington, and more particularly described below:

Assessor Parcel Number 02070210040000

A PORTION OF SECTION 02, TOWNSHIP 2 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN.

The approximate location of the Construction Workspace is designated on Exhibit "A" attached hereto and made a part of this agreement.

It is understood and agreed by Grantor and Grantee said construction workspace is to be used in connection with the maintenance work of the Red Bluff Replacement Project. Upon completion of the above described work and final restoration of the Construction Workspace, Grantee's interest in said land will revert to Grantor, except as provided by separate instrument.

Grantee agrees within a reasonable time (no more than 90-days) following the completion of its work and subject to weather and/or soil conditions, will as near as practicable restore said Construction Workspace to its original contours. Grantee will compensate Grantor for adequately documented damages, directly resulting from its work (i.e. loss of business, timber, growing crops, pasture, and livestock). Damages to other real or personal property will be repaired by Grantee or the Grantor will be compensated for such repairs. Specific conditions, which will apply to the initial construction of facilities, are described in Exhibit "B" attached hereto and made a part of this agreement.

To the extent any use of the Construction Workspace results in or causes damages to any adjoining property, Grantee shall be solely responsible for any such damages or costs associated therewith and will further indemnify and hold harmless Grantor, its agents, employees, or third-parties from any such costs or expenses, including but not limited to attorney fees, court costs or other expenses associated with the resulting damage. This indemnity does not include any damage or costs caused by Grantor or its representatives.

Grantee will possess the above-described rights and such rights will be binding upon Grantor, its heirs, legal representatives, and successors in title.

This agreement may be enforced by filing an action with the Superior Court of Skamania County, Washington. The prevailing party to any such dispute shall be entitled to an award of its reasonable attorney fees, court cost, expert fees and other associated costs.

WITNESS THE EXECUTION THIS ____ day of _____, 2024.

GRANTOR:

City of Stevenson

By:

GRANTEE:

NORTHWEST PIPELINE LLC

Jean Brady, Attorney in Fact

EXHIBIT "A"

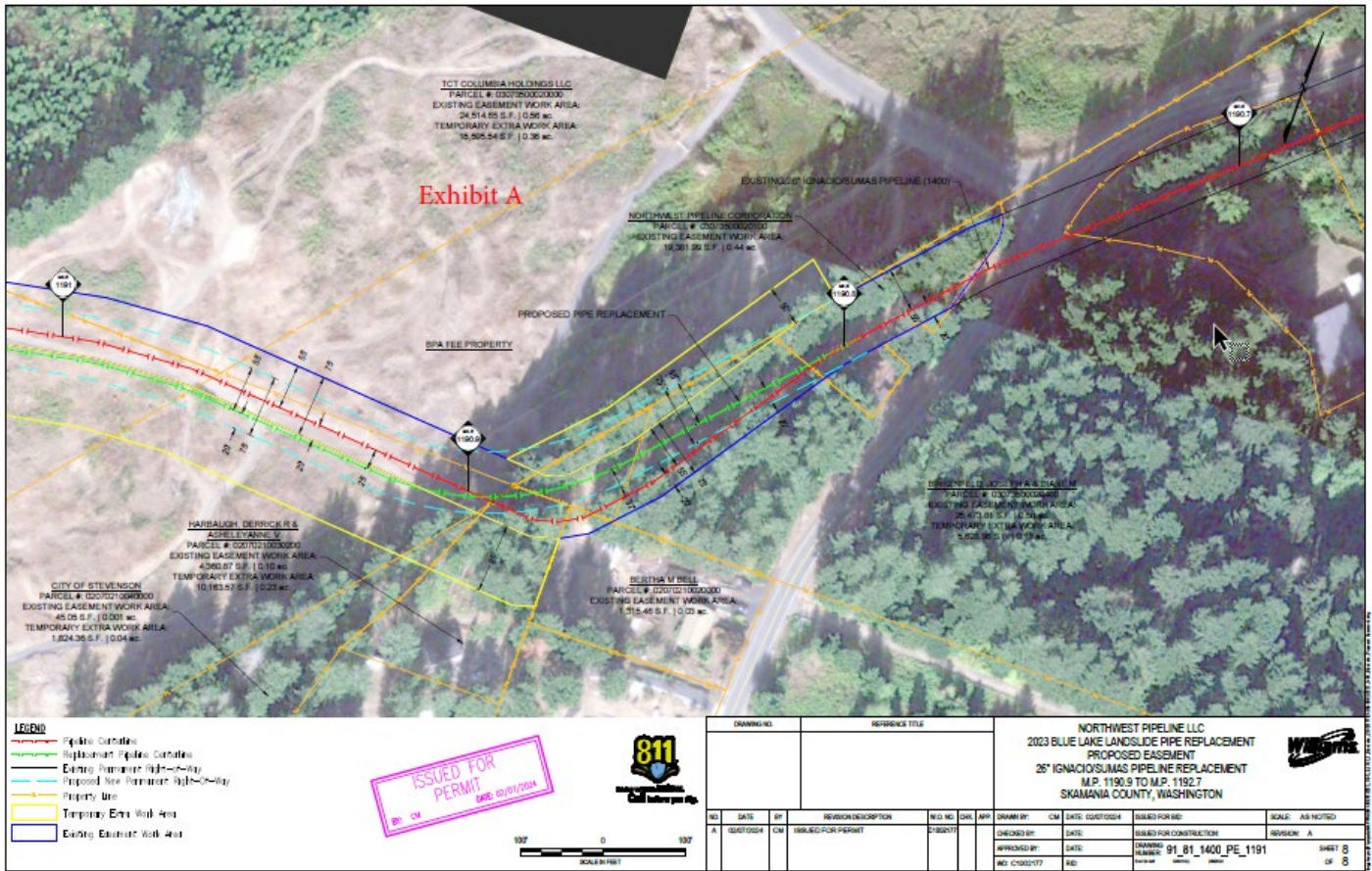


EXHIBIT "B"

CONSTRUCTION STIPULATIONS

In accordance with the terms and conditions of the agreement, the Grantor and Grantee agree that the natural gas pipeline facilities will be constructed on Grantor's property in accordance with the following terms and conditions:

1. Grantee will notify Grantor, in writing or by phone, of the commencement of construction activity 2 days prior to start of construction preparation of the right of way on the Grantor's land.
2. Grantee will construct its pipeline and related facilities in compliance with engineering design and safety standards of the USDOT in force at the time of construction.
3. Grantee will remove all construction waste and debris after completion of construction activities.
4. Grantee will compensate the Grantor One Thousand Dollars (\$1000.00) for timber removed from the Grantor's property.
5. Grantee will restore the property after construction to as close to the original condition as is practical.
6. Grantee will re-seed disturbed areas along ROW with a seed mix native to the area or as specified by the Grantor. Replant timber as required by affiliated permits.
7. Grantee will restore all access roads or driveways disturbed by construction to condition equal to or better than existed prior to construction. Restoration will include final grading where necessary.
8. Grantee will protect all survey monuments located within the ROW. In the event survey monuments are disturbed and/or destroyed, it will be the responsibility of the Grantee to re-establish and survey monuments in conformity with survey standards then currently established for the State of Washington.