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November 15th, 2023

Gus Lim
Pierce College Puyallup
1601 39th Ave SE
Puyallup, WA 98374

RE: Pierce College Puyallup Parking Lot A

Dear Gus,

This letter is in response to your request for permission for Pierce College ("Company") to "construct or conduct" the proposed Parking Lot A ("Encroachment Project"), subject to the standards and specifications of the 2020 Williams Developers Handbook, "over or under" 2 existing Natural Gas Williams pipelines, including all appurtenant equipment and facilities associated therewith (together, the "Williams Facility") owned by Northwest Pipeline LLC ("Williams") in Pierce County, WA. Please be advised that Williams hereby grants to Company permission to "construct or conduct" said Encroachment Project, subject to the standards and specifications of the 2020 Williams Developers Handbook, "over or under" the Williams Facility in consideration of Company acknowledgement and compliance with the following:

1. Company must provide notice to Williams in compliance with State One call laws (excluding weekends and holidays) prior to commencing the Encroachment Project construction or operations near the Williams Facility, Company shall notify and/or be responsible for its contractors, agents and subcontractors notifying the State One-Call System (dial 811) of the construction so that a Williams representative(s) or other designated person(s) can be present during the construction or operations.
2. Company has provided Williams with the proposed design and crossing plan for the Encroachment Project "over or under" the Williams Facility and agrees to provide Williams two business days advance notice in writing before materially deviating from such proposed design and crossing plan.
3. Williams reserves the right to have a representative stationed along Williams rights-of-way during the subject construction or other operations near Williams pipeline, facilities, and/or other equipment.
4. If applicable, wherever Company should encroach upon Williams' rights-of-way with heavy steel tracked equipment, Company shall place matting or other suitable material over the Williams Facility as determined by Williams representative.
5. The proposed encroachment will "cross, or be on" Williams Facility right of way on the property owned by Pierce College ("Landowner"), as represented by Company in the proposed design and crossing plan or as depicted in the vicinity map and/or site plans attached to this letter as Exhibit A (if attached). Company shall be solely responsible for obtaining any required permission or grants from the Landowners and any governmental permits or authorizations necessary for Company to begin or engage in activities related to the Encroachment Project near the Williams Facility.
6. Should it become necessary for Williams to perform future maintenance, repairs, or replacement of Williams Facility that may result in damage or removal of the Encroachment Project or portion thereof "over or under" Williams Facility, Company agrees that any costs associated or related to the removal, repair, or reconstruction of the Encroachment Project will be at the sole expense of Company and Company waives any claim it may have against Williams for such cost.



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- 7. Company does hereby agree to release, protect, defend, indemnify and hold harmless Williams, its associated and affiliated companies and partners and their agents, representatives, employees, officers, directors, insurers, successors and assigns from and against all claims, charges, fees, causes of action, demands, suits and actions or payment for damages to, or loss of property or injury to or death of, any legal entity, person or persons (including the Landowner(s), Company, third parties, and Williams) that may be caused by, arise out of or result from Company's construction, operation or maintenance of the Encroachment Project and related equipment and facilities, except for such damage or injury resulting from the sole negligence or willful misconduct of Williams. The rights granted under this Section are in addition to any and all other remedies available under law or equity.
- 8. Williams has the right to stop the Company and its agents, contractors, or other representatives from continuing Encroachment Project work if Williams personnel determine, in their sole discretion, that there is a safety issue or risk to the integrity to the Williams Facility. This right to stop work is not an obligation to inspect or supervise the Encroachment Project installation activities and doesn't waive or release any claims Williams may have related to the Encroachment Project.

Please indicate Pierce College's acceptance of the above by having one of the originals of this letter signed and dated by a Pierce College representative, then return to:

Northwest Pipeline
22909 NE Redmond Fall City Rd
Redmond, WA 98053
Attention: Clay Gustaves

Should you have any questions regarding Williams operating procedures, please call me at 425-301-1068.

Sincerely,

Clay Gustaves
Senior Land representative

ACCEPTED AND AGREED TO BY PIERCE COLLEGE ON THIS 15th day of December, 2023.

Name: RA Lim
Gus Lim, Authorized Agent



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EXHIBIT A

VICINITY MAP OR SITE PLANS

