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July 30, 2021

Gil Hulsmann
Abby Road Group
P.O. Box 1224
Puyallup, WA 98371

RE: East Town Crossing – Williams Pipeline Easement Encroachment

Dear Mr. Hulsmann,

This letter is in response to your request for permission for Abby Road Group (“Company”) to “construct or conduct” the proposed East Town Crossing Development (“Encroachment Facilities”), subject to the standards and specifications of the 2021 Williams Developers Handbook, “over or under” an existing Williams Northwest Pipeline Easement located on, in, or under Williams’ real property interests (“Williams Easement”), including all appurtenant equipment and facilities associated therewith (together, the “Williams Facility”) owned by Northwest Pipeline LLC (“Williams”) in Pierce County, WA (“Encroachment Project”). 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 2021 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 their 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 plans for the Encroachment Project “over or under” the Williams Facility and agrees not to materially deviating from such proposed design and crossing plans attached to this letter as Exhibit A.
3. Williams reserves the right to have a representative stationed along Williams Easement during the subject construction or other operations near the Williams Facilities or other property or equipment owned or leased by Williams.
4. If applicable, wherever Company should encroach upon Williams Easement with heavy steel tracked equipment, Company shall place matting or other suitable material over the Williams Facility as determined by Williams’s representative.
5. Company shall have obtained any required permission or grants from the Landowner 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. 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, Encroachment Facilities, and related equipment and facilities, except for such damage or injury resulting from the sole



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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.

- 7. 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 Company's acceptance of the above by having one of the originals of this letter signed and dated by a Company representative, the return to:

Williams Northwest Pipeline
22909 NE Redmond Fall City Road
Redmond, WA 98053

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

Sincerely,

Clay R Gustaves
Senior Land Representative

ACCEPTED AND AGREED TO BY COMPANY ON THIS 7 day of Aug, 2021.

Signature:
Name: Gil Hulsmann
Title: CEO



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