

Return to
Northwest Pipeline Corporation
a.k.a. Williams Northwest Pipelines
11120 Evergreen Way, Suite H
Everett, WA 98204



200504120293 4 PGS
04-12-2005 10:38am \$22.00
SNOHOMISH COUNTY, WASHINGTON

TIMBER SALE AGREEMENT

This agreement is entered into by and between Northwest Pipeline Corporation, a Delaware corporation, P.O. Box 58900, Salt Lake City, UT 84158-0900, hereinafter referred to as NWP, and Elmer G Opdahl and Joan M Opdahl, husband and wife, whose address is 16103 McElroy Rd, Arlington, WA 98223, hereinafter referred to as SELLER

S.T.R. 30, 31, 6

PURPOSES: The purposes of this agreement are

- 1 To sell all trees located within the proposed clearing limits of NWP'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 # 31063000302100 in Snohomish County, WA
- 2 To mutually agree to execute any and all documents as may be required by the State Department of Natural Resources for a Forest Practices Permit, 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 NWP

IT IS THEREFORE MUTUALLY AGREED THAT:

- 1 **SELLING PRICE:** NWP agrees to pay Ten Dollars (\$10.00) and other valuable consideration to SELLER for trees described by this agreement. Such payment shall constitute the entire and full amount due.
- 2 **FOREST PRACTICES PERMIT APPLICATION:** SELLER and NWP herein agree to, and will mutually sign as required by the Washington State Department of Natural Resources any and all applications, permits, and/or other documents required to obtain and/or enjoy a State of Washington Forest Practices Permit that designates SELLER as "Landowner" and NWP as both "Timber Owner" and "Operator". NWP shall prepare any required applications for timber removal at its own expense. NWP warrants the application shall assure compliance with related State of Washington Forest Practices Rules.
- 3 **ACCESS:** SELLER agrees to allow NWP access to trees sold under this agreement, for the purpose of felling, manufacturing logs, loading log trucks, and clean up. NWP 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

- 4 **PERIODS OF OPERATION:** During the timber removal process, NWP agrees to operate only between the hours of 7:00 AM and 9 00 PM, Mondays through Saturdays, during the term of this agreement NWP shall give SELLER at least seven days advance notice before the start of timber clearing operations No operations will be allowed outside these hours, unless approved by the SELLER in advance
- 5 **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, NWP agrees to compensate SELLER an additional amount equal to, but not exceeding, the penalties incurred
- 6 **STATE TAXES DUE ON SALE AND REMOVAL OF TREES:** NWP agrees to pay the applicable state Real Estate Excise Tax NWP agrees to pay applicable state Forest Excise and B&O taxes due upon removal of the trees
- 7 **INDEMNIFICATION:** NWP 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, NWP's removal of timber and any and all other activities to this Agreement
- 8 **PERIOD OF PERFORMANCE:** NWP may begin tree removal immediately upon execution of this agreement, and shall have all tree removal completed by December 31, 2007 Title to any trees or logs remaining on the property after the termination date shall revert to SELLER
- 9 **AMENDMENTS:** Changes to this agreement may be made at any time 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

In WITNESS WHEREOF, the parties have caused this instrument to be executed

SELLER:


Elmer G Opdahl

Date

3/15/05


Joan M Opdahl

Date

3/15/05

Northwest Pipeline Corporation, a Delaware Corporation


Rex Johnson, Attorney in Fact

Date

3-16-05

ACKNOWLEDGMENT

STATE OF Washington)

COUNTY OF Inchewalla)^{ss}

BEFORE ME, the undersigned authority, on this 15th day of March, 2005, personally appeared Elmer G Opdahl and Joan M Opdahl, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed the said instrument at his 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



Karen F. Green

Notary Public in and for the State of Washington

My Commission Expires 12/29/08

ACKNOWLEDGMENT ATTORNEY-IN-FACT

STATE OF Washington)

COUNTY OF Inchewalla)^{ss}

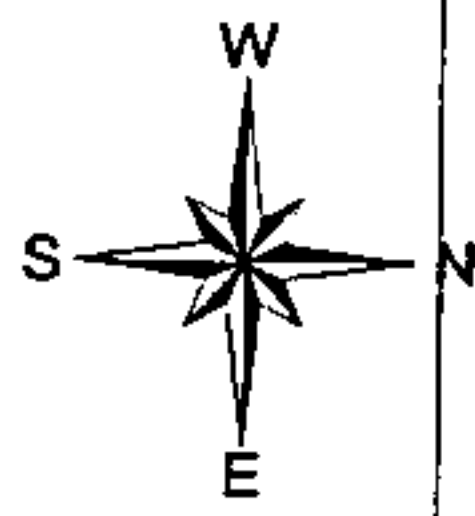
On the 16th day of March, 2005, Rex Johnson personally appeared before me and being by me duly sworn, did say that he is the Attorney-in-Fact of Northwest Pipeline Corporation, and that the Agreement was signed on behalf of Northwest Pipeline Corporation and said acknowledged to me that as such Attorney-in-Fact executed the same



Karen F. Green

Notary Public in and for the State of Washington

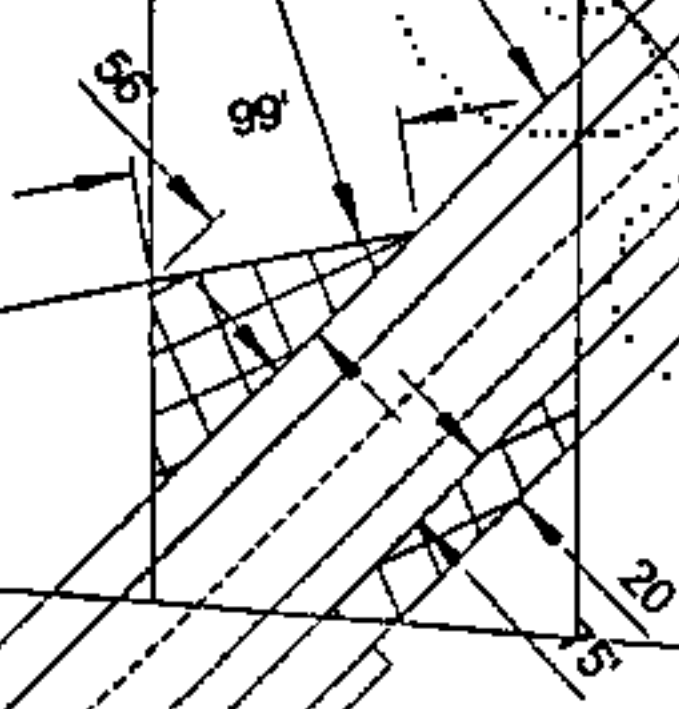
My Commission Expires 12/29/08




MCELROY ROAD

ELMER G OPDAHL
31063000302100

EXISTING 26" PIPELINE
EXISTING 30" PIPELINE
PROPOSED 36" PIPELINE
EXISTING PERMANENT RIGHT-OF-WAY
TEMPORARY EXTRA WORK SPACE



EXISTING PERMANENT RIGHT-OF-WAY = 33 ACRE
ADDITIONAL PERMANENT RIGHT-OF-WAY = X.XX ACRE
TEMPORARY EXTRA WORK SPACE = 14 ACRE
TOTAL = 47 ACRE

EXHIBIT "A"
10/13/2004 REV 0

NORTHWEST PIPELINE CORPORATION
PROPERTY EXHIBIT - ELMER G OPDAHL
36" O D CAPACITY REPLACEMENT PIPELINE
M P 1419 12 TO M P 1419 16
SEC 30 T-31-N R-6-E
SNOHOMISH COUNTY, WASHINGTON
DWG # 1408 1-X-0550 TRACT # 03353