


600.00

197625

15.68

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

  
200508120974 5 PGS  
08-12-2005 03:26pm \$36.00  
SNOHOMISH COUNTY, WASHINGTON

No. 3983486 8/12/2005 10:58 AM  
Thank you for your payment.  
NANCI

**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 Vernon Beach and Margaret Beach, husband and wife, whose address is 9111 Tveit Road, Arlington, WA 98223, hereinafter referred to as SELLER

*SEC 12, T. 31 N., R 5 E*

**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 # 31051200100500 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:**

  
\_\_\_\_\_  
Vernon Beach

Date: 7-13-05

  
\_\_\_\_\_  
Margaret Beach

Date 7-13-05

**Northwest Pipeline Corporation, a Delaware Corporation**

  
\_\_\_\_\_  
Rex Johnson, Attorney in Fact

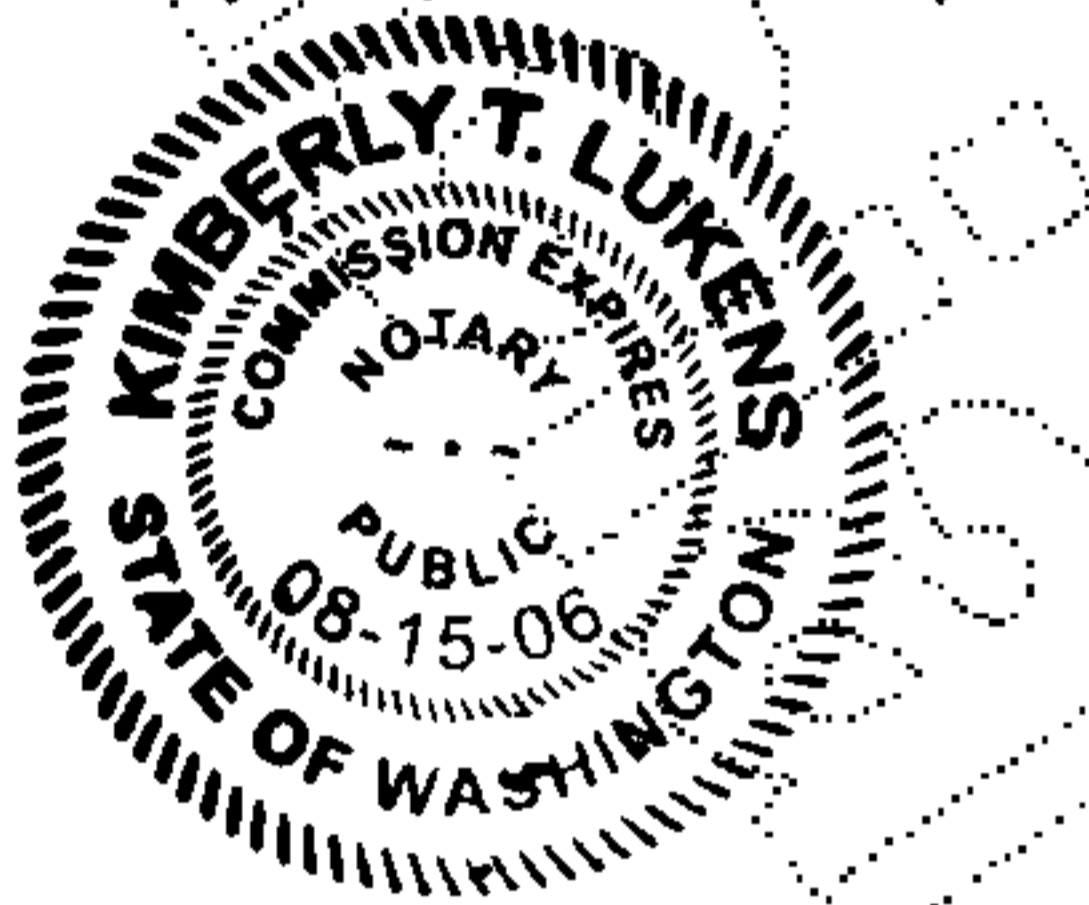
Date 7-18-05

**ACKNOWLEDGMENT**

STATE OF Washington )  
 )ss.  
COUNTY OF Snohomish )

BEFORE ME, the undersigned authority, on this 13 day of July, 2005, personally appeared Vernon Beach and Margaret Beach, 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



[Signature]  
Notary Public in and for the  
State of Washington  
My Commission Expires 8-15-06

**ACKNOWLEDGMENT ATTORNEY-IN-FACT**

STATE OF Washington )  
 )ss.  
COUNTY OF Snohomish )

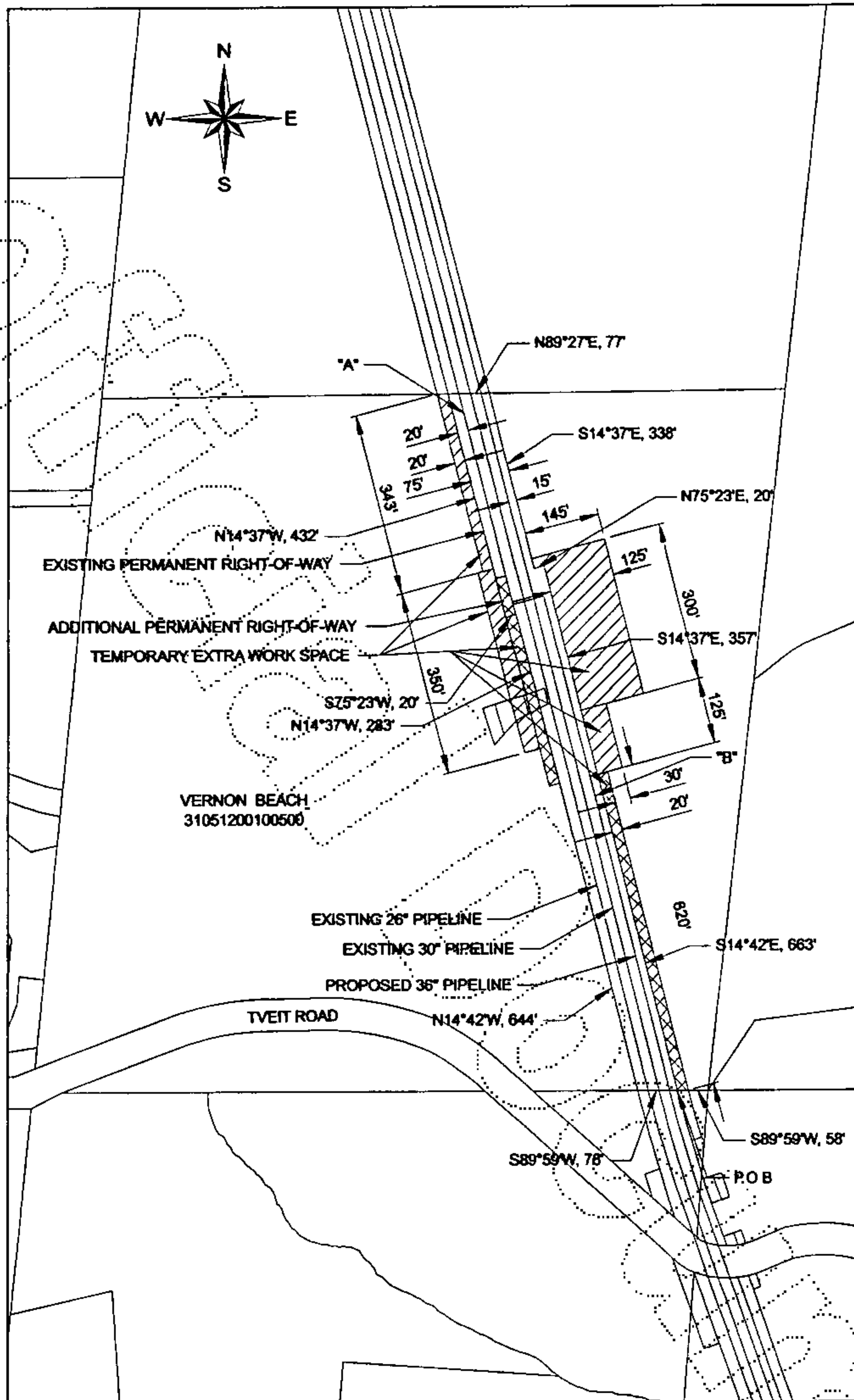
On the 18 day of July, 2005, Rex Johnson personally appeared before me and being by me duly sworn, did say that she is the Attorney-in-Fact of Northwest Pipeline Corporation, and that the Agreement was signed on behalf of Northwest Pipeline Corporation and said acknowledged to me that as such Attorney-in-Fact executed the same.



[Signature]  
Notary Public in and for the State of Washington  
My Commission Expires 8-15-06




DRAFT



0 250 500 750  
 SCALE IN FEET

EXISTING PERMANENT RIGHT-OF-WAY = 2.32 ACRE  
 ADDITIONAL PERMANENT RIGHT-OF-WAY = .03 ACRE  
 TEMPORARY EXTRA WORK SPACE = 1.83 ACRE  
 TOTAL = 4.18 ACRE

**EXHIBIT "A"** SHEET 1 OF 2   
 7/12/2005 REV 1  
 NORTHWEST PIPELINE CORPORATION  
 PROPERTY EXHIBIT - VERNON BEACH  
 36" O D CAPACITY REPLACEMENT PIPELINE  
 M P 1422.43 TO M P 1422.57  
 SEC 12, T-31-N, R-5-E  
 SNOHOMISH COUNTY, WASHINGTON  
 DWG # 1408 1-X-0154 TRACT # 02890

DRAFT

PROPOSED RIGHT OF WAY DESCRIPTION

THAT PORTION OF THE SOUTH WEST QUARTER OF THE NORTH EAST QUARTER OF SECTION 12, TOWNSHIP 31 NORTH, RANGE 5 EAST, W M , PARCEL ID 32051200100500 - VERNON BEACH, SNOHOMISH COUNTY, WASHINGTON, JULY 2005, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTH EAST CORNER OF THE AFOREMENTIONED PARCEL 32051200100500 THENCE S89°59'W ALONG THE SOUTHERLY BOUNDS OF SAID PARCEL 58' FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING AND ALSO BEING THE EASTERLY BOUNDS OF HEREIN DESCRIBED RIGHT OF WAY, THENCE CONTINUING ALONG THE AFORMENTIONED PARCEL S89°59'W, 78' FEET MORE OR LESS TO THE WESTERLY BOUNDS OF SAID RIGHT OF WAY, THENCE ALONG THE WESTERLY BOUNDS OF SAID RIGHT OF WAY N14°42'W, 844' FEET MORE OR LESS THENCE N14°37'W, 283' FEET MORE OR LESS THENCE S75°23'W, 20' FEET MORE OR LESS THENCE N14°37'W, 432' FEET MORE OR LESS TO THE NORTHERLY BOUNDS OF THE AFOREMENTIONED PARCEL THENCE ALONG SAID PARCEL N89°27'E, 77' FEET MORE OR LESS TO THE EASTERLY BOUNDS OF THE AFOREMENTIONED RIGHT OF WAY THENCE ALONG SAID RIGHT OF WAY S14°37'E, 338' FEET MORE OR LESS THENCE N75°23'E, 20' FEET MORE OR LESS THENCE S14°37'E 357' FEET MORE OR LESS THENCE S14°42'E 683' FEET MORE OR LESS CONTAINING 2.35 MORE OR LESS ACRES .

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON BEARINGS AND DISTANCES ARE ON THE WASHINGTON STATE PLANE COORDINATE SYSTEM (NAD 83/91) NORTH ZONE

RIGHT OF WAY CONFIGURATION

BASED ON NEW 36" PIPELINE CENTERLINE

SEGMENT "A" = 75' RIGHT OF WAY - 20' WESTERLY, 55' EASTERLY

SEGMENT "B" = 75' RIGHT OF WAY - 60' WESTERLY, 15' EASTERLY

EXHIBIT "A" SHEET 2 OF 2

7/12/2005 REV 1



NORTHWEST PIPELINE CORPORATION  
PROPERTY EXHIBIT - VERNON BEACH  
36" O D CAPACITY REPLACEMENT PIPELINE  
M P 1422.43 TO M P 1422.57  
SEC 12, T-31-N, R-5-E  
SNOHOMISH COUNTY, WASHINGTON

DWG # 1408.1-X-0154 TRACT # 02890