


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


 200508290752 7 PGS
 08-29-2005 12:01pm \$38.00
 SNOHOMISH COUNTY, WASHINGTON

No. 3886962 8/29/2005 11:32 AM
 Thank you for your payment.
 GERI

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 Henry Graafstra and Betty Graafstra, his wife, whose address is 604 E. Gilman Avenue, Arlington, WA 98223, hereinafter referred to as SELLER

S O I T 3 I N R S 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 # 31050100201900 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:

Henry Graafstra
Henry Graafstra

Date: 7-30-05

Betty Graafstra
Betty Graafstra

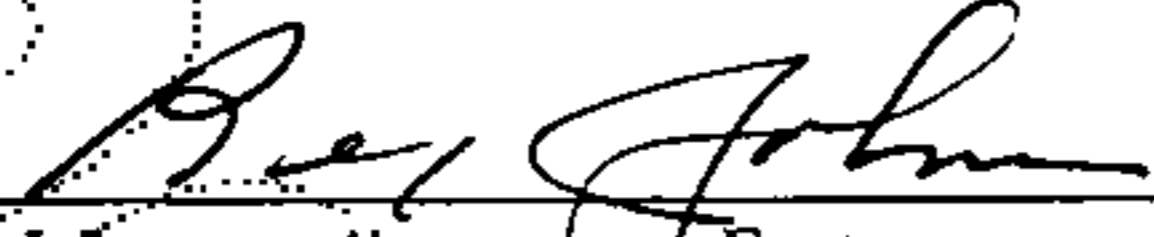
Date: 7-30-05

Graafstra Dairy Inc

by *Henry Graafstra*

by _____

Northwest Pipeline Corporation, a Delaware Corporation



Rex Johnson, Attorney in Fact

Date 8-1-05

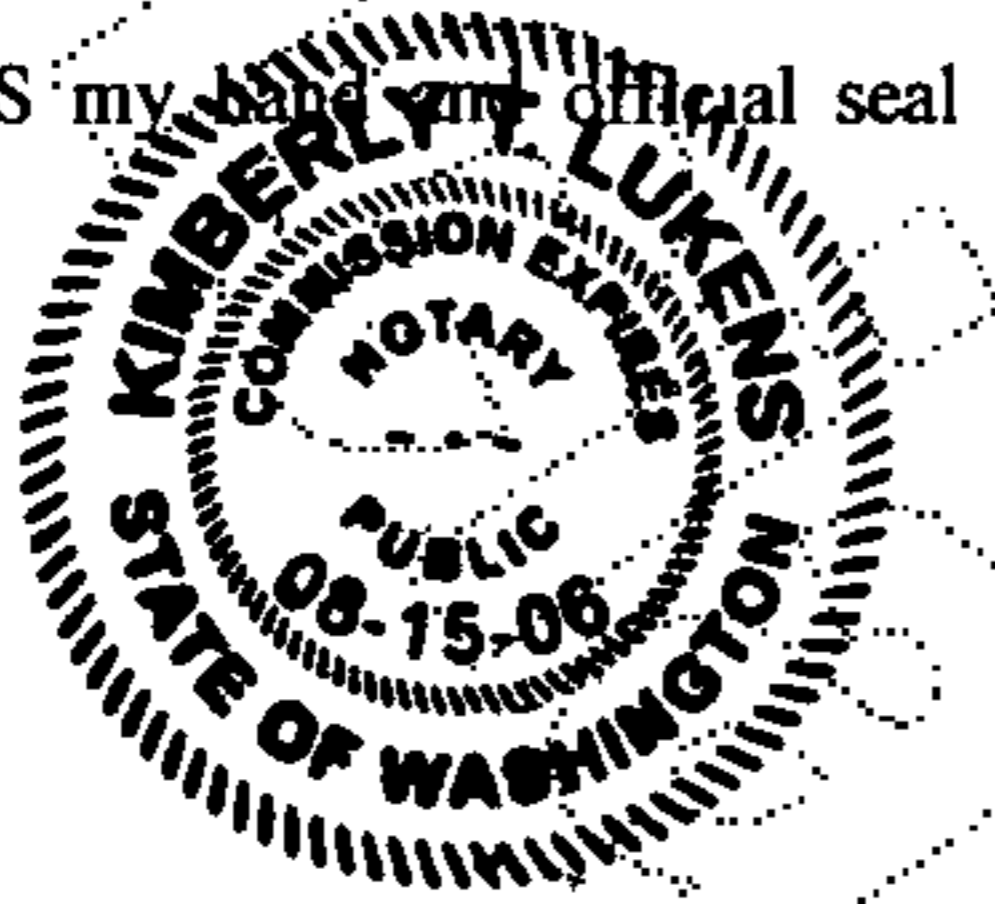
UNOFFICIAL DOCUMENT

ACKNOWLEDGMENT

STATE OF Washington)
)ss
COUNTY OF Snohomish)

BEFORE ME, the undersigned authority, on this 30 day of July, 2005 personally appeared Henry Graafstra and Betty Graafstra, 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

STATE OF Washington)
)ss.
COUNTY OF Snohomish)

BEFORE ME, the undersigned authority, on this 30 day of July, 2005 personally appeared Henry Graafstra, 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 as his free and voluntary act and deed on behalf of Graafstra Dairy Inc. 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 7 day of August, 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

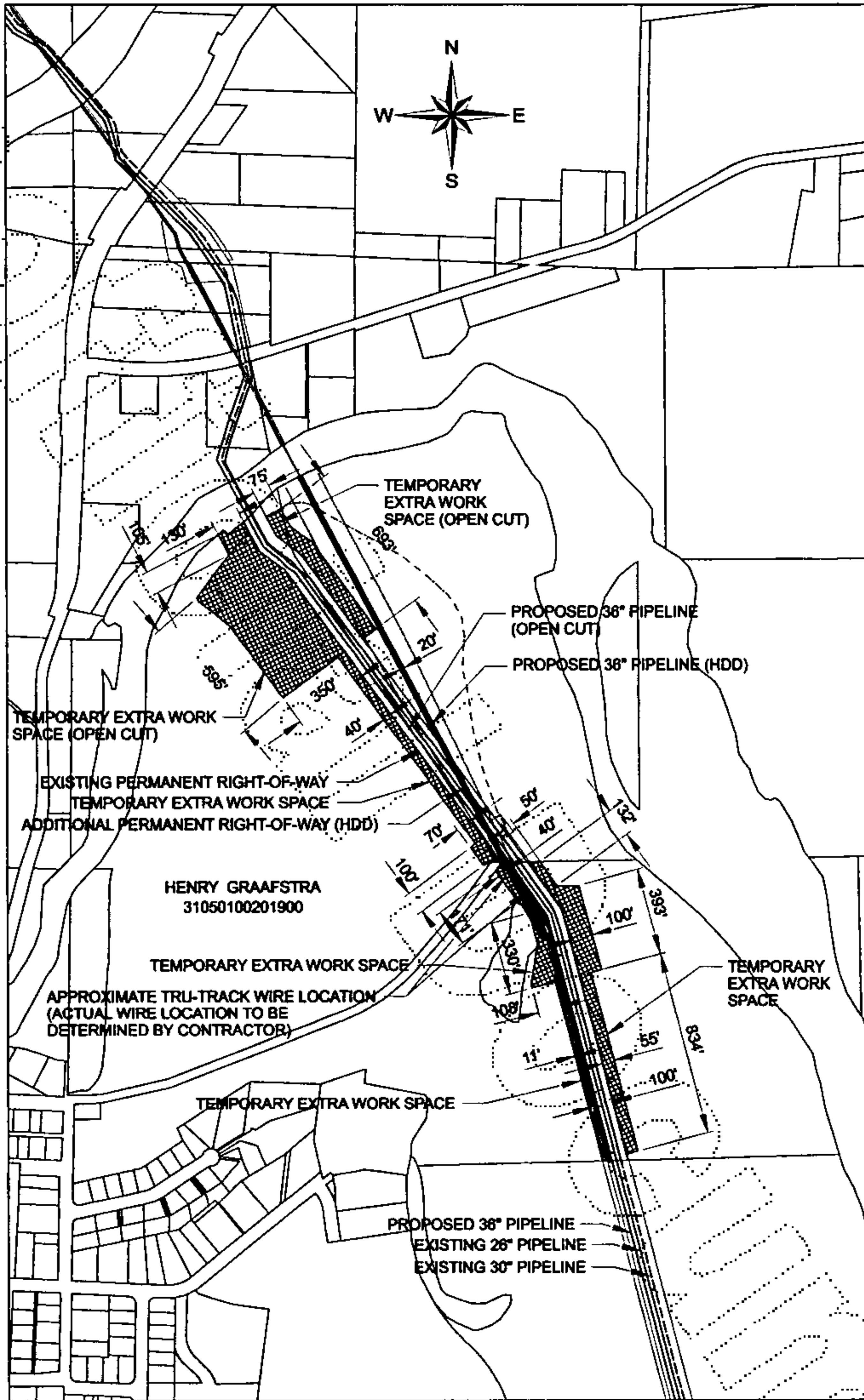


[Signature]


Notary Public in and for the State of Washington

My Commission Expires 8-15-06

DUPLICATE



EXISTING PERMANENT RIGHT-OF-WAY = 7.61 ACRE
 ADDITIONAL PERMANENT R-O-W = 1.84 ACRE
 TEMPORARY EXTRA WORKSPACE = 10.82 ACRE
 TOTAL = 20.27 ACRE

EXHIBIT "A"
 12/20/2004 REV 1

 NORTHWEST PIPELINE CORPORATION
 PROPERTY EXHIBIT - HENRY GRAAFSTRA
 36" O D CAPACITY REPLACEMENT PIPELINE
 M P 1423.19 TO M P 1423.77
 SEC 01, T-31-N, R-5-E
 SNOHOMISH COUNTY, WASHINGTON
 DWG # 1408 1-X-0151 TRACT # 02850

Tract - 02850

TaxId # - 31050100201900

The following described real estate, situated in the County of Snohomish, State of Washington, together with all after acquired title of the grantor therein
GOVERNMENT Lot 9 and that portion of Government Lot 6, lying East of a line 990 feet East of the West line of Section 1, Township 31 North, Range 5 East, WM, in Snohomish County, Washington, EXCEPT such portion thereof, if any, as may lie beyond the present banks of navigable streams or within shore lands of the second class, EXCEPT tract conveyed to Victors Wrobliski and Clara Wrobliski, his wife by deed recorded under Recording Number 924646, records of said County, AND EXCEPT tract conveyed by Dale G Huber, Jr and Elizabeth M Huber, his wife by deed recorded under Recording Number 924647, records of said county