

AFTER RECORDING MAIL TO:
Port Blakely US Forestry
833 River Drive SE
Tumwater, WA 98501

RECIPROCAL EASEMENT AGREEMENT

GRANTOR: PORT BLAKELY TREE FARMS (LIMITED PARTNERSHIP), a Washington limited partnership

GRANTEE: Anderson, Stephen E.

Abbreviated Legal Description:

Ptn SEC 3, Ptn SEC 4; Ptn of SEC 5, N2 NE4 Sec 6, NE4 NE4 NE4 SEC 8, N2 N2 SEC 9, N2 N2 SEC 10 all in T12N R03E, and S1/2 Sec 34 T13N R03E

Complete legal descriptions are at Exhibits A and B

Assessor's Property Tax Parcel Account Numbers:

029085001005 and 029085001006;

029091000000, 029071000000, 029078002000, 029089001000, 029056001000, 029137000000,
029162000000, 029040000000, 029178000000, 033906000000

Reference to Related Documents:

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT ("**Agreement**") is executed as of the 7th day of July 2022, by and between Port Blakely Tree Farms (Limited Partnership), a Washington limited partnership, doing business as Port Blakely US Forestry, with a business address at 8133 River Drive SE, Tumwater, Washington 98501 (hereinafter "**Port Blakely**"), and Stephen E. Anderson, an individual, with an address at 200 Larson Road, Silver Creek, Washington 98585 (hereinafter "**Anderson**").

BACKGROUND:

WHEREAS, Anderson is the owner of certain land located in Lewis County, Washington, being more particularly described on **Exhibit A** (the "**Anderson Parcel**").

WHEREAS, Port Blakely is the owner of that certain land located in Lewis County, Washington, being more particularly described on **Exhibit B** (the "**Port Blakely Parcel**").

WHEREAS, each party hereto desires to obtain an easement and right of way across certain existing roads owned by the other party as depicted on **Exhibit C** (collectively and individually, as applicable, referred to as the "**Road**").

WHEREAS, each party hereto desires to grant to the other party hereto permanent, non-exclusive easements and right of ways for the use and maintenance of the Road and adjoining areas that lie within the lands owned by each such granting party, as hereinafter provided, to provide access to and from the benefitted land or lands of such other Owner (as defined below) for all lawful residential, commercial, recreational and industrial uses and developments, but specifically excluding utilities ("Permitted Activities").

AGREEMENT:

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by each party hereto to the other, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Definitions.

The following terms shall have the meanings indicated:

a. "**Easement Areas**" means the Road, 15 feet on each side of the centerline plus such additional widths as may be reasonably necessary for required cuts and fills and related appurtenant facilities not to exceed five (5) additional feet on each side of the centerline, for a total of twenty (20 feet) on each side of the centerline.

b. "**Owner**" or "**Owners**" means, where applicable, to an individual owner of a Parcel or any portion thereof, or to the owners of both of the Parcels. Initially, Port Blakely is the Owner of the Port Blakely Parcel and Anderson is the Owner of the Anderson Parcel.

c. "**Parcel**" means each of "Port Blakely Parcel" and "Anderson Parcel," as applicable.

d. **"Permittee" or "Permittees"** shall mean an Owner's or Owners' employees, agents, contractors, licensees, vendors, lessees, invited guests, their agents and members of the public to whom Owner has issued a written permit.

2. Port Blakely Access Easement.

Anderson hereby grants, bargains, sells, transfers and conveys to Port Blakely a perpetual, non-exclusive easement over, under, upon, along, and across that portion of the Road located on the Anderson Parcel with such additional widths as may be reasonably necessary for required cuts and fills and related appurtenant facilities (such as ditches and culverts) not to exceed five (5) additional feet on each side of the centerline (i.e., for a total of twenty (20) feet) on each side of the centerline), for the purpose of vehicular and pedestrian access, ingress and egress to and from the Port Blakely Parcel, solely for Permitted Activities, together with the rights to (i) maintain, repair and improve (as authorized herein) the Road; and (ii) subject to the following provisions of this Agreement, to keep the Road clear of all natural and man-made obstructions;; TO HAVE AND TO HOLD the same unto Port Blakely and its respective legal representatives, successors, successors-in-title and assigns forever.

3. Anderson Access Easement.

Port Blakely hereby grants, bargains, sells, transfers and conveys to Anderson a perpetual, non-exclusive easement over, under, upon, along, and across that portion of the Road located on the Port Blakely Parcel with such additional widths as may be reasonably necessary for required cuts and fills and related appurtenant facilities (such as ditches and culverts) not to exceed five (5) additional feet on each side of the centerline (i.e., for a total of twenty (20) feet) on each side of the centerline), for the purpose of vehicular and pedestrian access, ingress and egress to and from the Anderson Parcel, solely for Permitted Activities, together with the rights to (i) maintain, repair and improve (as authorized herein) the Road; and (ii) subject to the following provisions of this Agreement, to keep the Road clear of all natural and man-made obstructions; TO HAVE AND TO HOLD the same unto Anderson and its respective legal representatives, successors, successors-in-title and assigns forever.

4. Reserved Rights.

Each Owner, for itself and its successors and assigns, reserves the right at all times and for any purpose to go upon, cross and recross, at any place on grade or otherwise, the portions of the Easement Areas located on such Owner's Parcel and to use the Road and Easement Areas located on such Owner's Parcel in any manner and for any purpose that will not unreasonably interfere with the rights granted to the other Owner hereunder. The foregoing includes the right to grant additional non-conflicting easements over, under, or across the Easement Area on such Owner's Parcel.

Each Owner reserves to itself and its successor and assigns all timber now on or hereafter growing within the portions of Easement Areas located on such Owner's Parcel, which such Owner may harvest and remove at any time. Upon prior written notice to the other Owner, an Owner will have the right to cut timber within the Easement Area located on the other Owner's Parcel to the extent necessary for maintaining or improving the Road. Timber so cut will, unless otherwise agreed to, be cut into logs of lengths specified by the other Owner and decked along the Road for disposal or removal by the other Owner.

5. Third Parties.

The easements granted herein are non-exclusive, and each Owner may, in its sole discretion, grant to their respective affiliates, employees, agents, contractors, licensees, lessees and invited guests, the right to utilize the Road for any purpose or purposes granted or reserved by or to such Owner upon such terms as it chooses; provided, that use by such third party shall be subject to the terms and conditions of this Agreement and shall not unreasonably interfere with the rights granted or reserved hereunder. Nothing herein contained shall be deemed a gift or dedication of any portion of the easements granted hereunder or the Road to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no rights, privileges or immunities hereunder shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

6. Maintenance; Improvements.

a. **Maintenance.** The cost of road maintenance shall be allocated on the basis of respective uses of the Road. When any party uses the Road, or a portion thereof, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of the maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when the Road, or a portion thereof, is being used solely by one party, such party shall maintain that portion of the Road so used at a standard no less than the standards existing at the time use commenced. During periods when more than one party or its Permittees is using the Road, or a portion thereof, the parties hereto shall meet (which meeting may be by phone, video conference or other electronic means) and establish necessary maintenance provisions. Such provisions shall include, but not be limited to:

i. The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate, the maintenance of the Road or the portion thereof being used; and

ii. A method of payment by which each party shall pay its pro rata shares of the cost incurred by said maintainer in maintaining the Road or portion thereof based on each Owner's intensity of use of the Road.

For the purposes of this Agreement, maintenance is defined as the work normally necessary to preserve and keep the Road and appurtenant Road facilities (such as bridges, culverts, gates, ditches and brushing) as nearly as possible in their present condition or as hereafter improved, and includes repairs, reconstruction, and resurfacing (except for repairs, reconstruction or resurfacing described in Section 6(b) or Section 8) and noxious weed control.

b. **Improvements.** Neither Owner hereunder shall make improvements to the Road without the consent of the other Owner, which consent shall not be unreasonably withheld, conditioned or delayed. For the purposes of this Agreement, "improvement" is defined as the work necessary to surface, resurface, widen, recondition or replace the Road and appurtenant Road facilities (such as bridges, culverts, gates, ditches and brushing) to a higher or greater standard than that prevailing on the date of this Agreement. Nothing in this paragraph shall require an Owner to consent or to pay for any improvement that would change the use of the Road from a woods road utilized by fully loaded logging trucks and heavy equipment. Provided that consent is given for improvements, the parties shall meet (which meeting may be by phone, video conference or other electronic means) and in good faith attempt to agree on the method, cost and allocation of costs between the parties of road

improvements, which shall be allocated on the basis of respective uses of the Road (if the use of the Road is for timber haul, the costs will be allocated based on tributary area). If the parties cannot agree on the method of improvement, the costs or the allocation of costs between the parties for such improvements within five (5) business days, then within five (5) business days thereafter the Owners shall mutually appoint an independent forestry consultant with at least ten (10) years of forestry experience, provided such consultant may not be a consultant previously engaged by either Owner. Should the Owners fail to mutually approve and engage an independent forestry consultant, a court of competent jurisdiction in Lewis County, Washington shall appoint the same. The forestry consultant shall reach a binding decision within thirty (30) days of the selection or appointment as to (i) the method and costs of the repair for the improvement and (ii) the allocation of costs of the improvement between the parties, and the decision of the forestry consultant will be final. The Owners shall each bear one-half (1/2) of the cost of the appointed forestry consultant.

c. **Notification of Maintenance or Improvements.** Each Owner shall, subject to Section 9, provide to the other Owner written notification not less than ten (10) business days' prior to commencing any maintenance or improvement activities within the Easement Areas; provided, however, that in the event any emergency repairs are required, such Owner shall provide the other Owner with notification as soon as reasonably possible, but such 10-business day period shall not be required in such event. Written notification shall include the following: (i) the constructing or maintaining Owner's name, address and phone number; (ii) a map showing the location of proposed activities; (iii) the name, company name, address and phone number of individual and/or company performing maintenance or improvement activities; and (iv) a description of the scope of any such maintenance or improvement activities. The performing Owner will provide to the other Owner written notification within five (5) business days after completion of any maintenance or improvement activities.

d. **Standards of Work.** All work in connection with any maintenance, replacements, repairs or improvements made by or on behalf of an Owner on the Easement Areas and/or the other Owner's Parcel pursuant to any provision of this Agreement shall be done in a good and workmanlike manner, in compliance all applicable laws, rules and regulations and Best Management Practices of the State of Washington, as the same may be amended from time to time (hereinafter, "BMPs"), and shall be prosecuted continuously and diligently to completion.

7. Structures and Gates.

Except as provided below, neither Owner may construct any structures, including, without limitation, gates or fences, along or across the Easement Areas without the prior written permission of the other Owner, which will not be unreasonably withheld, conditioned, or delayed. The Owner constructing any locked gate will ensure that either (i) the other Owner has a key or access code to the gate, or (ii) that such gate will have a separate lock for each Owner that permits each Owner to access the Road. Both Owners agree that such gate will be closed and locked at all times except when authorized use of the Road by either Owner or their respective Permittees requires that it be open. Each Owner will use reasonable efforts to prevent unauthorized vehicle traffic behind any gate. Notwithstanding the foregoing, each Owner shall have the right to install and maintain a gate along the Road at each location where the Road provides access to the Parcel owned by such Owner.

8. Excess Road Damages.

Each party using any portion of the Road shall repair or cause to be repaired at its sole cost and expense that damage to the Road occasioned by it which is in excess of that which it would cause through normal and prudent usage of the Road. In the event of a disagreement between the Owners as to whether excess damage was caused by an authorized user of the Road or the method or cost of repair, the Owners shall meet (which meeting may be by phone, video conference or other electronic means) to attempt in good faith to agree upon the proposed repair methods, costs and allocation of such costs to the Owners, which allocation shall be based upon each Owner's intensity of use of the Road. If the Owners cannot so agree within five (5) business days, then within five (5) business days thereafter the Owners shall mutually appoint an independent forestry consultant with at least ten (10) years of forestry experience, provided such consultant may not be a consultant previously engaged by either Owner. Should the Owners fail to mutually approve and engage an independent forestry consultant, a court of competent jurisdiction in Lewis County, Washington shall appoint the same. The forestry consultant shall reach a binding decision within thirty (30) days of the selection or appointment as to which of the two submissions of the Owners (and not any other amount or allocation) most accurately reflects the (i) the person or entity causing the excess damage and whether they are an authorized user of the Road for an Owner, and (ii) the method and costs of the repair required to restore the Road and appurtenant Road facilities as nearly as possible to their condition prior to the excess damage, and the decision of the forestry consultant will be final. The Owners shall each bear one-half (1/2) of the cost of the appointed forestry consultant. Should inordinate damage to the Road occur which is not caused by an authorized user of the Road, the Owners shall meet (which meeting may be by phone, video conference or other electronic means) to attempt in good faith to agree on the cost and method of repair of such inordinate damage to the Road and the allocation of the costs to the Owners, which allocation shall be based upon each Owner's intensity of use of the Road. Unless the Owners jointly agree in writing to perform repair to any inordinate damage to the Road not caused by an authorized user of the Road, the costs shall be borne by the Owner undertaking the same.

9. Damages.

Each Owner shall pay for all damages, including, but not limited to, damages to the timber located within the Easement Areas or the soils on the other Owner's Parcel, arising out of its use, maintenance or improvement of the Easement Areas or the Road. Notwithstanding the foregoing, if an Owner desires to undertake repairs or improvements as authorized herein that are reasonably anticipated to require the removal of timber from the other Owner's Parcel, except in the event of emergency repairs, such Owner shall give the other Owner sixty (60) days' prior notice of the commencement thereof, and the Owner receiving such notice shall either remove its timber within the Easement Areas within the sixty (60) day period or notify the other Owner that it agrees to accept the net proceeds received for such timber within the Easement Areas; provided, however, in the event inclement weather prevents or inhibits such Owner from removing its timber in the Easement Areas within such sixty (60) period, such Owner shall have a one-time right to extend such period by an additional thirty (30) days (with a concurrent, automatic extension to the date of commencement for such repairs or improvements) by providing at least ten (10) days' prior notice to the Owner desiring to make such repairs or improvements. A failure by the Owner to either timely remove its timber within the Easement Areas or notify the other Owner that it agrees to accept the net proceeds received for such timber within the Easement Areas shall not be deemed a waiver of such Owner's right to timber damages. Notwithstanding anything in this Agreement to the contrary, the Owners shall reasonably cooperate to

minimize, to the extent practicable, the need to remove timber on the other Owner's Parcel as a result of any repairs or improvements contemplated in this Agreement.

10. Condition and Use of Easement.

Neither Owner makes any warranties as to the current state of the Easement Areas or the Road, or likely future condition of the Easement Areas or Road. Each Owner acknowledges that the Road will be used for a wide range of activities, including but not limited to, the use of heavy vehicles and for logging activities. All parties using the Easement Areas or Road do so at their own risk, and nothing in this Agreement shall be construed to impose any liability for injuries to persons or property against either Owner by reason of neglect or failure to maintain the Easement Areas or the Road located thereon. Each Owner shall comply with all governmental laws, ordinances, rules and regulations and BMPs applicable to the construction, reconstruction, maintenance, repair, improvement, or use of the Easement Areas.

11. Title.

Neither Owner makes any warranty whatsoever as to title in and to the Easement Areas on its Parcel except that there are no known (a) claims by third parties as to the Easement Areas, except for the ability to traverse the Easement Area, and (b) financial liens by such party on the Easement Areas. Except as to known claims by a party as to fee simple title or financial liens, this Agreement is subject to any easements, restrictions, covenants, reservations and other matters of public record or such paramount rights as may be apparent from an inspection or survey of the Road or Easement Areas on each Parcel.

12. Insurance.

a. Prior to any use of its own Parcel, or any maintenance or improvement to the Road or easement granted to it hereunder, the exercising Owner shall obtain and maintain, throughout the period of use, maintenance or improvement, insurance policies of the type and amount noted below. The policies shall be written on an "occurrence basis" and issued by a carrier with an **AM Best Rating of A- VII (financial class) or better.**

i. Commercial General Liability Insurance to include minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for Bodily Injury and Property Damage. Extension of coverage to include Comprehensive Form, Premises and Operations, Contractual Liability, Products and Completed Operations, Independent Contractors, Personal Injury, Broad Form Property Damage, Cross Liability, and Pollution arising out of heat, smoke or fumes from a Hostile Fire. Additionally, the policy shall not exclude coverage for X, C or U (Explosion, Collapse, or Underground).

ii. Commercial Automobile Liability insurance insuring all owned, non-owned, and hired vehicles, with a minimum combined single limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage combined.

iii. The policies specified above shall include an endorsement which shall name the other Owner and its subsidiaries as additional insureds on a primary basis for the term of the commercial use. Port Blakely shall be named as "Port Blakely Inc., its subsidiaries and subsidiaries thereof". The additional insured endorsement must be ISO CG20 10 11 85 (or other form with like wording).

iv. The exercising Owner will endeavor to have the policies specified above endorsed to provide that the other Owner, at the address in Section 22 herein, will be given a 30-day written notice prior to cancellation, coverage modification or other material change in the policy. If the exercising Owner cannot obtain such endorsement, the exercising Owner will give the other Owner 30-day written notice prior to cancellation, coverage modification or other material change in any policy. No such cancellation, modification or change will affect the exercising Owner's obligation to maintain the insurance coverages required by this Agreement.

v. All such insurance will be in a form sufficient to protect the exercising Owner, its contractors and their subcontractors, to the extent that they are involved in the work, and the other Owner against the claims of third persons, and to cover claims by the other Owner against the exercising Owner, its contractor and their subcontractors for which the exercising Owner has assumed liability under this Agreement.

vi. If requested by the other Owner, the requested Owner will furnish to the requesting Owner a certificate of insurance dated and signed by a stated, authorized agent for the insuring company or companies, in a form acceptable to the requesting Owner and containing a representation that coverage of the types listed herein is provided with the required liability limits and the stated endorsements. Said certificate(s) of insurance shall be issued to the requesting Owner at the address in Section 22 herein.

vii. If any Owner retains the services of any contractor, such Owner shall cause each contractor to maintain insurance coverages and limits of liability of the same type and amount as are required of such Owner under this Agreement. Such Owner shall obtain, prior to the commencement of the contractor's services, the required certificates of insurance and additional insured endorsements, if requested by the other Owner.

13. Indemnification.

Each Owner (such Owner being the "Indemnifying Owner") shall assume all risk of, and indemnify and hold harmless, and at its expense defend the other Owner (such Owner being the "Indemnified Owner") from and against any claims, loss, cost, legal actions, liability or expense on account of personal injury to or death of any persons whatsoever, including but not limited to the Indemnified Owner and its employees, agents, or contractors, or damage to or destruction of property to whomsoever belonging, including but not limited to property of the Indemnified Owner and its employees, agents or contractors, or any fire or other matters, resulting from the Indemnifying Owner's exercise of its rights herein granted; provided, however, that the Indemnifying Owner's undertaking herein contained will not be construed as covering personal injury to or death of persons, or damage to or destruction of property, or any other matter, to the extent resulting from the violation of this Agreement, willful misconduct or negligence of the Indemnified Owner, its employees, agents, lessee, contractors or other representatives. This Section 13 shall survive any termination of this Agreement or any of the easements granted herein.

14. Liens.

Each Owner shall keep the Road and the other Owner's Parcel free from liens arising in any manner out of such Owner's activities and shall promptly discharge any such liens that are asserted. After the

recordation of this Agreement, either party may pledge or encumber its interest in its Parcel and under this Agreement in favor of a bank or other lender.

15. Taxes.

Each Owner shall pay all taxes and/or assessments that may become chargeable against the easement(s) granted to it, if separately assessed by statute.

16. Termination.

If the Owners mutually agree that the easements granted herein, or any portion thereof, are no longer needed, this Agreement will terminate as to the specific easements no longer needed. Any termination under this Section 16 will be evidenced by a statement in recordable form executed by each Owner or its successor(s) or assign(s) in interest. A Non-Defaulting Owner (as defined below) may, without terminating the easements granted to it, terminate the easements granted to a Defaulting Owner (as defined below) for uncured default as hereinafter described. If the Owners mutually agree to dedicate all or any portion of the Road to the state, county, or municipality, the easements on the portion of the Road so dedicated will terminate. For the avoidance of doubt, nothing herein shall be construed to grant or convey to either Owner, their successors and assigns, any right or capability to unilaterally dedicate to the public all or any portion of any right or rights in this easement or in the Road located on the other Owner's ParcelProperty.

17. Default.

Failure of either Owner to perform any of its obligations hereunder shall constitute a default (such Owner being the "Defaulting Owner"). Upon default, the other Owner (such Owner being the "Non-Defaulting Owner") shall notify the Defaulting Owner in writing, describing the nature of such default and the action necessary to cure the default. The Defaulting Owner shall have thirty (30) days following its receipt of a notice to cure the default, unless it appears that the Defaulting Owner has commenced to cure the default in good faith and has diligently continued to pursue such curing, but has been unable to complete the same within said 30-day time period due to the nature of the default or other causes beyond the control of the Defaulting Owner, in which case the time period shall be extended accordingly; provided, however, that no extension shall be afforded for a default in the payment of a monetary obligation. In the event the Defaulting Owner fails to cure the breached obligation during the prescribed cure period, as the same may be extended, the Non-Defaulting Owner shall be entitled to exercise all rights and remedies available to it at law or equity, including but not limited to specific performance pursuant to the terms of this Agreement or termination of the easements granted to the Defaulting Owner (without the termination of the easements granted to the Non-Defaulting Owner). In the event the Defaulting Owner shall fail to cure or remedy any default, the Non-Defaulting Owner may cure same and seek reimbursement from the Defaulting Owner or pursue any other remedies available at law or in equity, including termination of this Agreement.

18. Rights and Obligations.

The rights and obligations hereunder run with the land and will inure to the benefit of and be binding upon the successors and assigns of the parties hereto. The easements granted to Port Blakely hereunder are appurtenant to the Port Blakely Parcels, and may not be transferred separately from, or

severed from, title to the Port Blakely Parcels. Furthermore, the benefits of the easements granted to Port Blakely hereunder will not be extended to any properties other than the Port Blakely Parcel without the consent of the owner of the fee simple interest of the Anderson Parcel. The easements granted to Anderson hereunder are appurtenant to the Anderson Parcel, and may not be transferred separately from, or severed from, title to the Anderson Parcel. Furthermore, the benefits of the easements granted to Anderson hereunder will not be extended to any properties other than the Anderson Parcel without the consent of the owner of the fee simple interest of the Port Blakely Parcel.

19. Invalidity.

In the event any portion of this Agreement should be held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such holding shall not affect the remaining provisions hereof unless the court's ruling includes a determination that the principal purpose and intent of this Agreement is thereby defeated.

20. Costs and Attorneys' Fees.

If any party hereto is required to retain an attorney to enforce any provision of this Agreement after notice of default and failure to cure the same, whether or not an arbitration or legal proceeding is commenced, the substantially prevailing party or parties shall be entitled to recover from the other reasonable and actual attorneys' fees and other reasonable and actual costs incurred. Costs covered by this Section 20 include, without limitation, the costs of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, appraisal fees, and title insurance premiums. This Section 20 shall survive any termination of this Agreement or any of the easements granted herein.

21. Governing Law.

This Agreement shall be interpreted, construed and enforced according to the laws of the State of Washington.

22. Notices.

All notices required or permitted hereunder shall be in writing, and shall be: (a) delivered in person or by private messenger or overnight courier service to the party intended where evidence of delivery is obtained; (b) sent by certified mail, postage prepaid, with return receipt requested, to the party intended; or (c) dispatched by email (accompanied with reasonable evidence of email confirmation of receipt) to the party intended and simultaneously sent by some other authorized delivery method. Notice shall be delivered or sent to the last address provided by the party intended. Upon at least ten (10) days' prior written notice, each party shall have the right to change its address to any other address within the United States of America. The initial addresses of the signatories hereto are:

Port Blakely:

Port Blakely US Forestry
Attn: Jerry Bailey
8133 River Drive SE
Tumwater, WA 98501
Email: jbailey@portblakely.com

And to: Port Blakely Contracts Department
8133 River Drive SE
Tumwater, WA 98501
Email: contracts@portblakely.com

Anderson: Stephen E. Anderson
200 Larson Road
Silver Creek, WA 98585
Email: ss48@outlook.com

And to: None

23. Compliance With Laws And Regulations And Safety Rules.

Each Owner shall comply with all applicable Federal, State and local laws, regulations and ordinances, including but not limited to those governing the construction, reconstruction, use and maintenance of the Road. Each Owner and any Permittee shall comply with all reasonable safety rules the other Owner establishes regarding the use of that portion of the Road on the other Owner's Parcel.

24. Hazardous Substances.

Each Owner will comply with all applicable law regarding the use, storage, and handling of Hazardous Substances. In addition, each Owner must: (a) not dispose or discard any dangerous, hazardous, or regulated products, materials or substances including petroleum products, anti-freeze, oil filters, grease tubes, and similar items on the other Owner's Parcel; (b) regularly inspect any vehicles and equipment used by Owner for hydraulic and fuel leaks, and ensure that such vehicles and equipment are repaired and properly maintained before use on the other Owner's Parcel; (c) immediately cleanup and properly dispose of any and all leaks, spills, and overfills of any material or substance, including any contaminated soil; and (d) immediately notify the other Owner of any event which is required to be reported under environmental laws. As used in this Agreement, the term "Hazardous Substances" means any fuels, oils, pollutants, contaminants, chemicals or hazardous, toxic, or dangerous wastes, substances, chemicals or materials regulated or controlled pursuant to any applicable law now or at any time hereafter in effect.

25. Fire Protection.

When performing any work allowed under this Agreement or using the Road, each Owner shall exercise the highest degree of care to prevent fires on the other Owner's Parcel, shall maintain all fire-fighting equipment required by applicable law, and shall otherwise comply with any reasonable requirements of Owner with respect to prevention and suppression of fires. Each Owner will make every reasonable effort, at its sole expense, to control, extinguish or prevent the spread of fire on, to or from the

Easement Area or the other Owner's Parcel, and will immediately report to the other Owner any fire which may arise upon or threaten the other Owner's Parcel or adjoining lands.

26. Miscellaneous.

This Agreement constitutes the sole and entire agreement of the Owners with respect to the subject matter hereof and supersedes all prior discussions, correspondence and agreements with respect to such subject matter. This Agreement may not be amended or modified except in writing signed by the party against whom such amendment or modification is being asserted. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or its terms to produce or account for more than one of such counterparts. No provision of this Agreement shall be construed against or in favor of any party by virtue of the authorship or purported authorship thereof.

[signatures commence on following page]

IN WITNESS WHEREOF, the Owners have signed, sealed and delivered this Agreement the 7th day of July 2022.

Port Blakely Tree Farms (Limited Partnership), a Washington limited partnership

BY: The Port Blakey Company, a Washington corporation, its General Partner

By: [Signature]
Mike Warjone
Its: President, Forestry Division

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Mike Warjone is the person who appeared before me, and acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledge it as the President of the Forestry Division of The Port Blakely Company, a Washington corporation, the General Partner of PORT BLAKELY TREE FARMS, (LIMITED PARTNERSHIP), a Washington limited partnership, the entity that executed the within and foregoing instrument and acknowledged it to be the free and voluntary act of said entity for the uses and purposes mentioned in this instrument.

WITNESS my hand, and official seal hereto affixed this 7th day of July, 2022.



[Signature]
(Print Name) CATHRIN WEIS
NOTARY PUBLIC in and for the State of Washington,
residing at Kent
My commission expires Sept. 9, 2022

By:
Name:

Stephen E. Anderson
Stephen E. Anderson

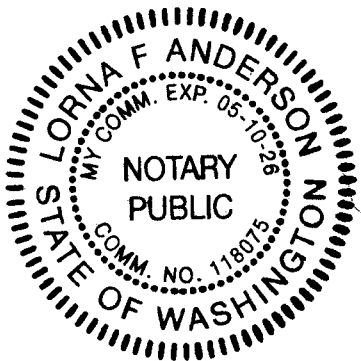
State of Washington)

)ss.

County of Lewis)

I certify that I know or have satisfactory evidence that Stephen E. Anderson is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 11th day of July 2022.



Lorna F. Anderson

Print Name: Lorna F. Anderson

Notary Public in and for the State of Washington

residing at Mosbyrock

My appointment expires 5-10-28

[end of signatures]

EXHIBIT A

Anderson Parcel

That portion of the Southwest quarter of Section 5, Township 12 North, Range 3 East, W.M., described as follows:

BEGINNING at the south quarter corner of Section 5; thence North 2°03'00" East 1315.00 feet to a point on the 1/16 line marked by a 1-3/4 inch pipe and the True Place of Beginning; thence South 48°52'49" West 235.75 feet; thence South 50°56'03" West 179.74 feet; thence South 41°10'15" West 255.42 feet to a point on the North right of way line of the Paul Larson Road; thence southeasterly along said right of way to the intersection of the northerly right of way line of the Paul Larson Road and the East line of the Southwest quarter of Section 5; thence North 2°03' East along said East line to the True Place of Beginning.

EXCEPT Meyers Road.

Assessor's Parcel No. 029085001005 and 029085001005

Situated in Lewis County, Washington.

EXHIBIT B

Port Blakely Parcel

PARCEL I

All of Section 3, Township 12 North, Range 3 East, W.M., Lewis county, Washington.

EXCEPT the south half of the southeast quarter.

Assessor's Parcel No. 029040000000

PARCEL II

All of Section 4, Township 12 North, Range 3 East, W.M., Lewis County, Washington.

EXCEPT that portion of the southwest quarter of said section, described as follows:

Beginning at the southwest corner of said southwest quarter; thence north 400 feet along the west line of said southwest quarter; thence east 270 feet to the true point of beginning; thence west 270 feet to the west line of said southwest quarter; thence north 1,613 feet along said west line; thence east 60 rods; thence south 42 rods; thence southwesterly to the true point of beginning.

Assessor's Parcel No. 029056001000

PARCEL III

South half of the southeast quarter of Section 5, Township 12 North, Range 3 East, W.M., Lewis county, Washington.

EXCEPT a tract of land in the northeast quarter of the southeast quarter of the southeast quarter described as follows:

Beginning at the northeast corner of said southeast quarter of the southeast quarter; thence 170 feet west along the north line of said southeast quarter of the southeast quarter to a point; thence south approximately 15 feet to the north boundary of the Lewis County Road; thence southeasterly along the east boundary of said county road to a point where it intersects the east line of said southeast quarter of the southeast quarter; thence north along the east line of said southeast quarter of the southeast quarter approximately 514 feet to the point of beginning.

ALSO EXCEPT the Young County Road;

TOGETHER WITH that portion of vacated Meyers Road by order of vacation recorded under Auditor's File No. 3163651

Assessor's Tax Parcel No. 029089001000

PARCEL IV

North half of Section 5, Township 12 North, Range 3 East, W.M., Lewis county, Washington.

EXCEPT the southeast quarter of the northwest quarter thereof.

Assessor's Parcel No. 029071000000

PARCEL V

The southeast quarter of the northwest quarter and the northeast quarter of the southwest quarter of Section 5, Township 12 North, Range 3 East, W.M., Lewis county, Washington.

EXCEPT that portion of the northeast quarter of the southwest quarter of Section 5, Township 12 North, Range 3 East, W.M., Lewis county, Washington, more particularly described as follows:

Beginning at the southwest corner of said subdivision; thence north 2°26'56" east along the west line of said subdivision a distance of 441.49 feet; thence south 88°36'56" east a distance of 1280.20 feet to the east line of said subdivision; thence south 1°45'11" west along the east line of said subdivision a distance of 441.42 feet to the southeast corner of said subdivision; thence north 88°36'56" west along the south line of said subdivision a distance of 1285.56 feet to the point of beginning.

Assessor's Parcel No. 029078002000

PARCEL VI

Government Lots 1 and 2 of Section 6, Township 12 North, Range 3 East, W.M., Lewis County, Washington.

Assessor's Parcel No. 029091000000

PARCEL VII

Northeast quarter of the northeast quarter of the northeast quarter of Section 8, Township 12 North, Range 3 East, W.M., Lewis County, Washington.

Assessor's Parcel No. 029137000000

PARCEL VIII

North half of the north half of Section 9, Township 12 North, Range 3 East, W.M., Lewis County, Washington.

Assessor's Parcel No. 029162000000

PARCEL IX

The north half of the north half of Section 10, Township 12 North, Range 3 East, W.M., Lewis County, Washington.

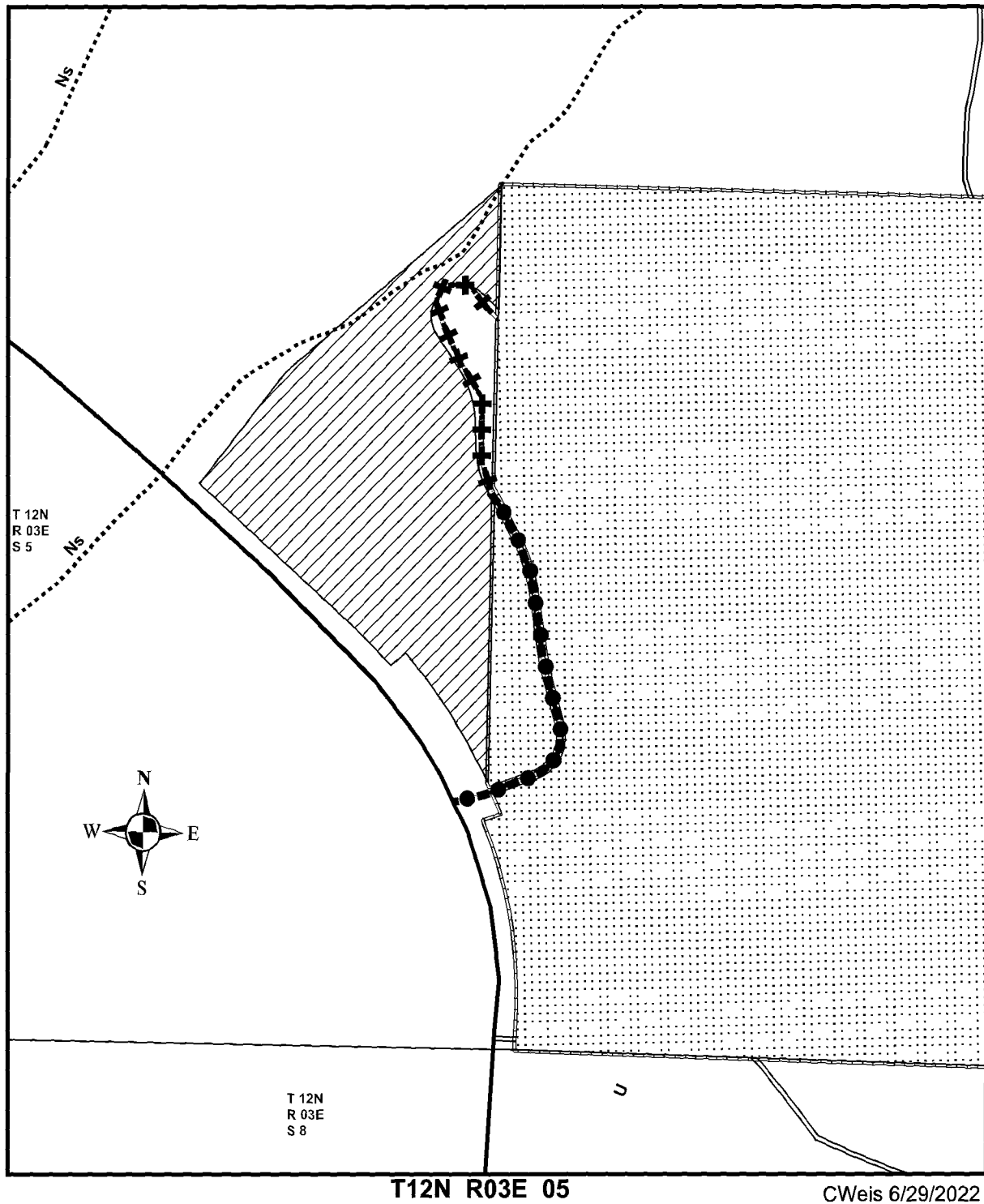
Assessor's Parcel No. 029178000000

PARCEL X

The south half of Section 34, Township 13 North, Range 3 East, W.M., Lewis County, Washington.

Assessor's Parcel No. 033906000000

Exhibit C



CWeis 6/29/2022

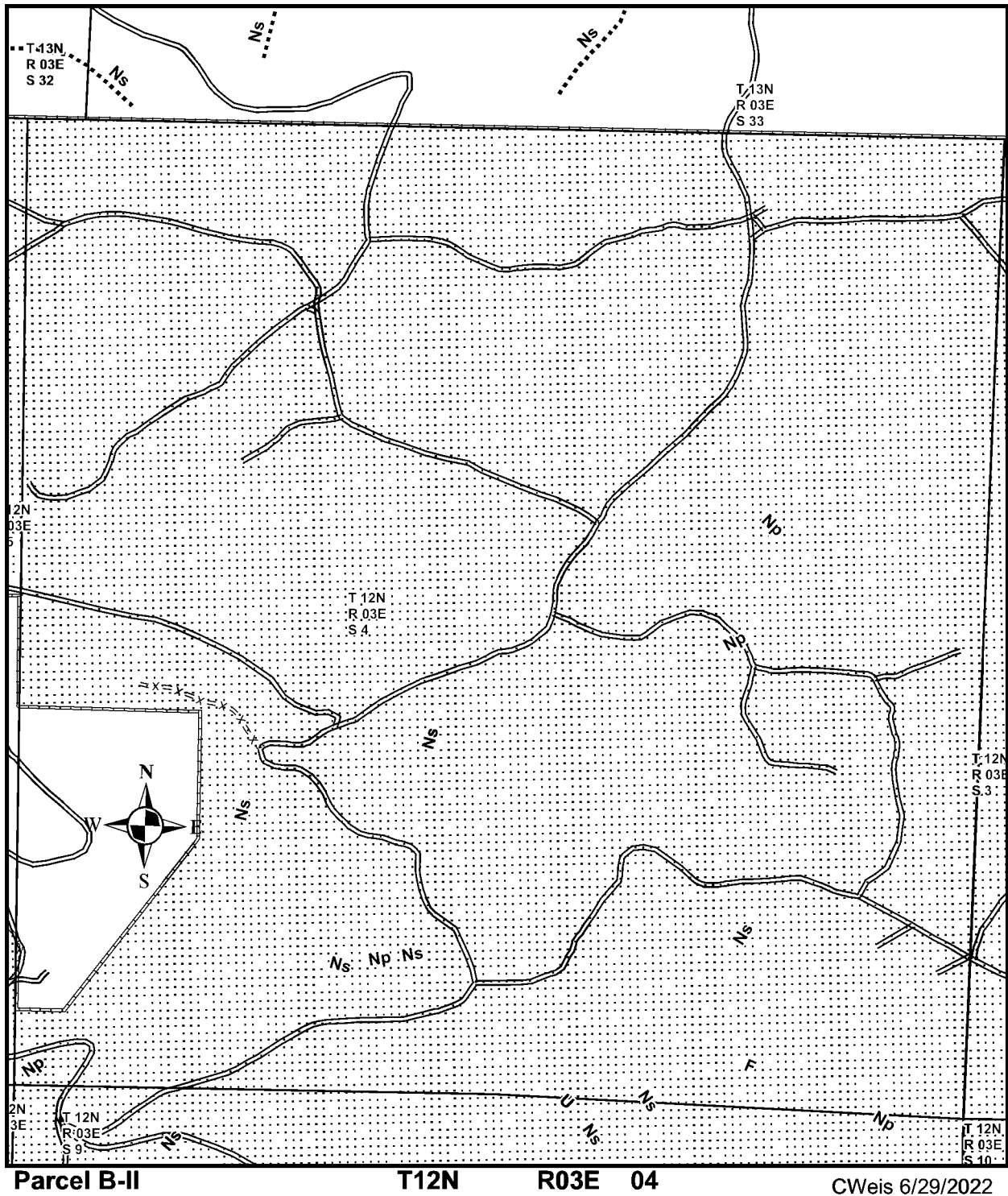
Easement Area

- +++ Anderson to PB
- PB to Anderson

Ownership

-  Anderson Ownership
-  Port Blakely Ownership

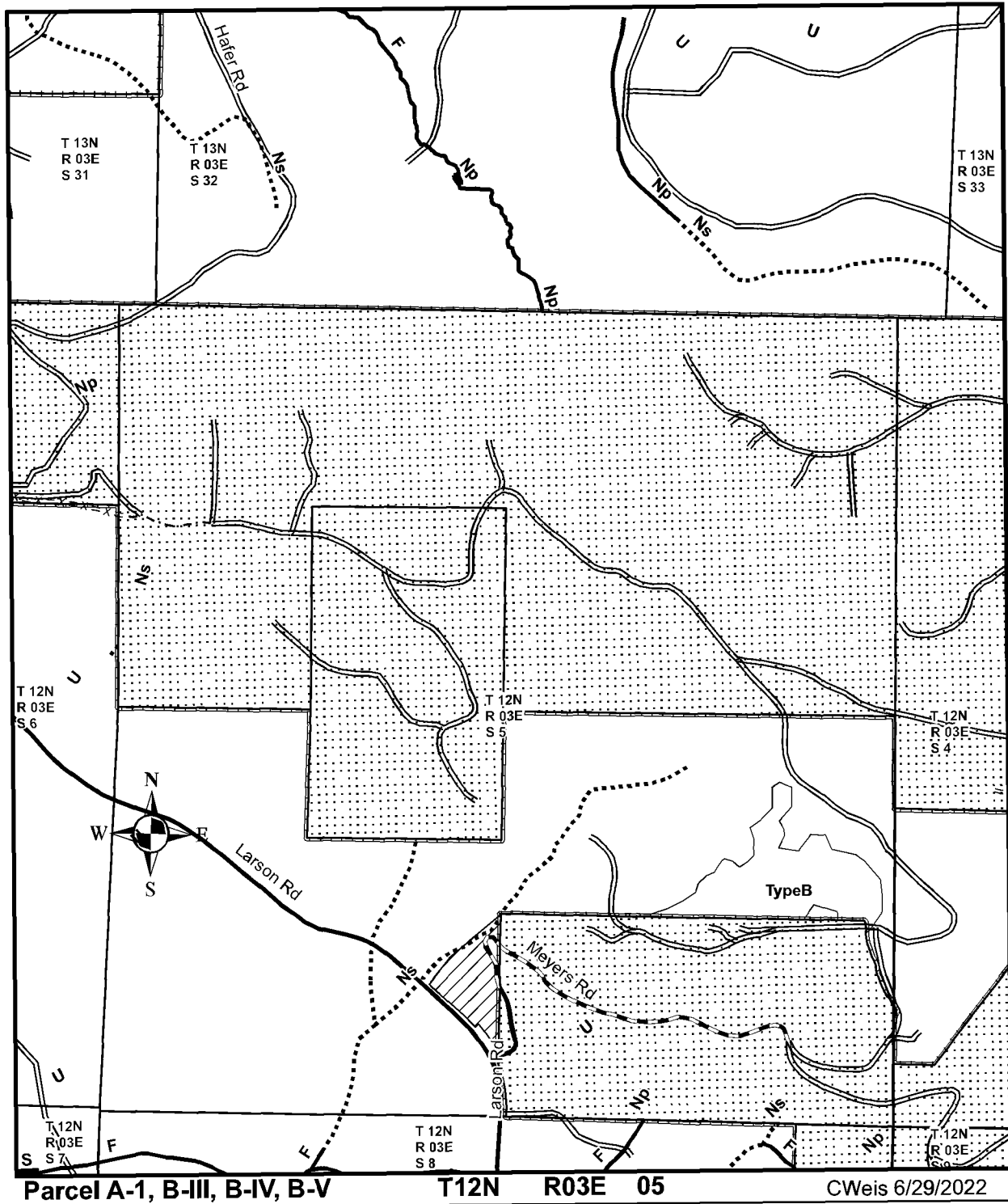
Exhibit C



Ownership

-  Anderson Ownership
-  Port Blakely Ownership

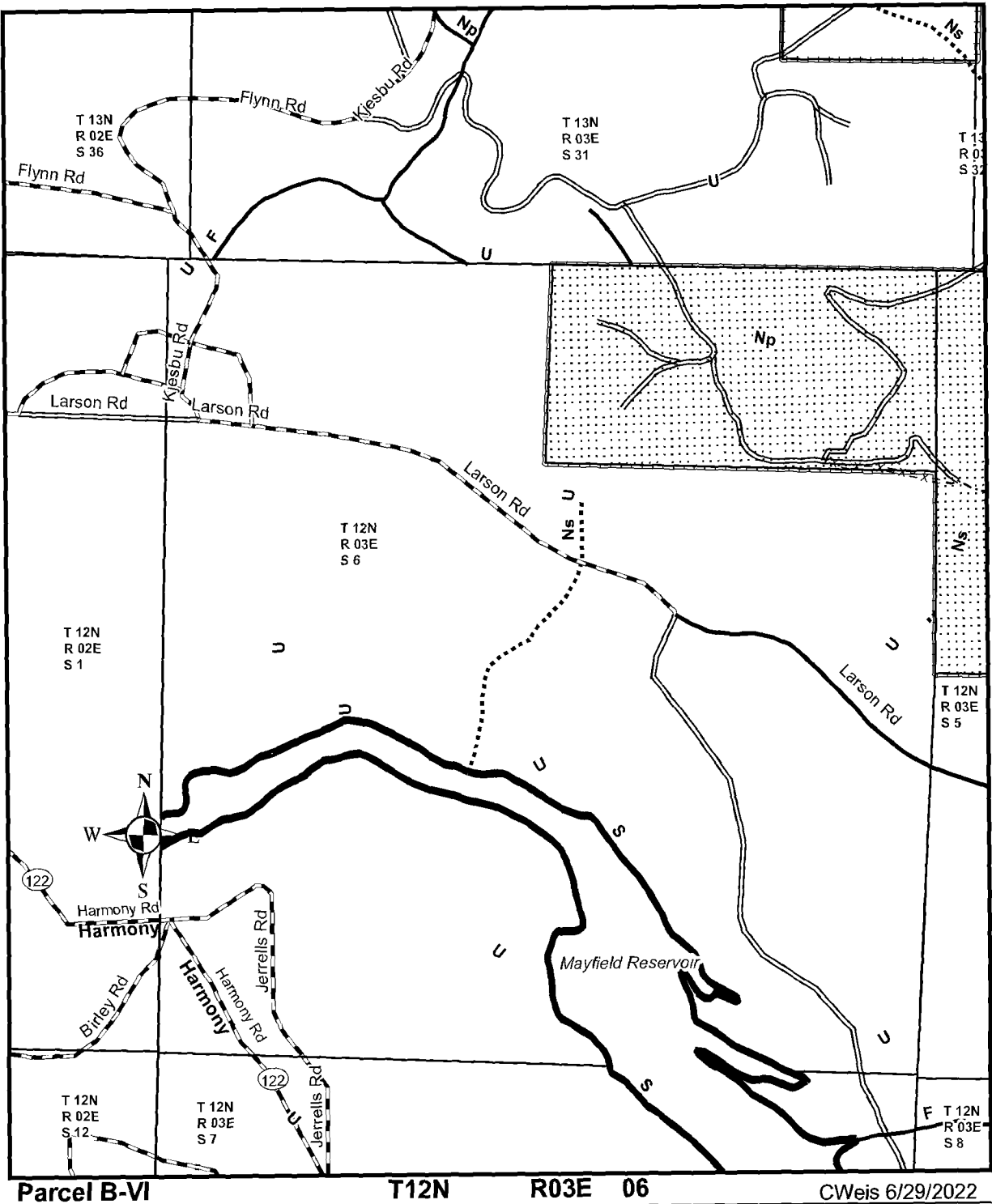
Exhibit C



Ownership

-  Anderson Ownership
-  Port Blakely Ownership

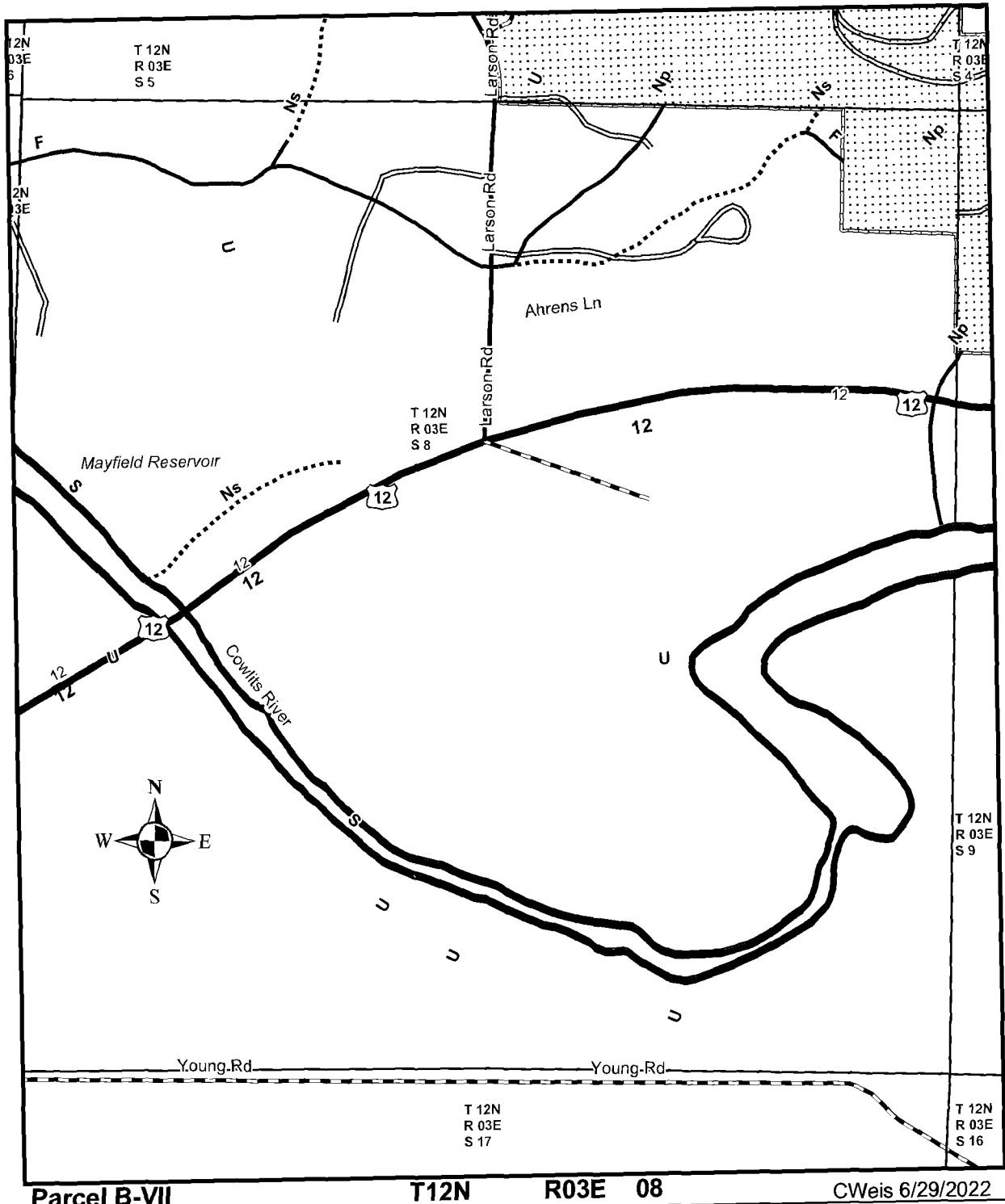
Exhibit C



Ownership

-  Anderson Ownership
-  Port Blakely Ownership

Exhibit C



Parcel B-VII

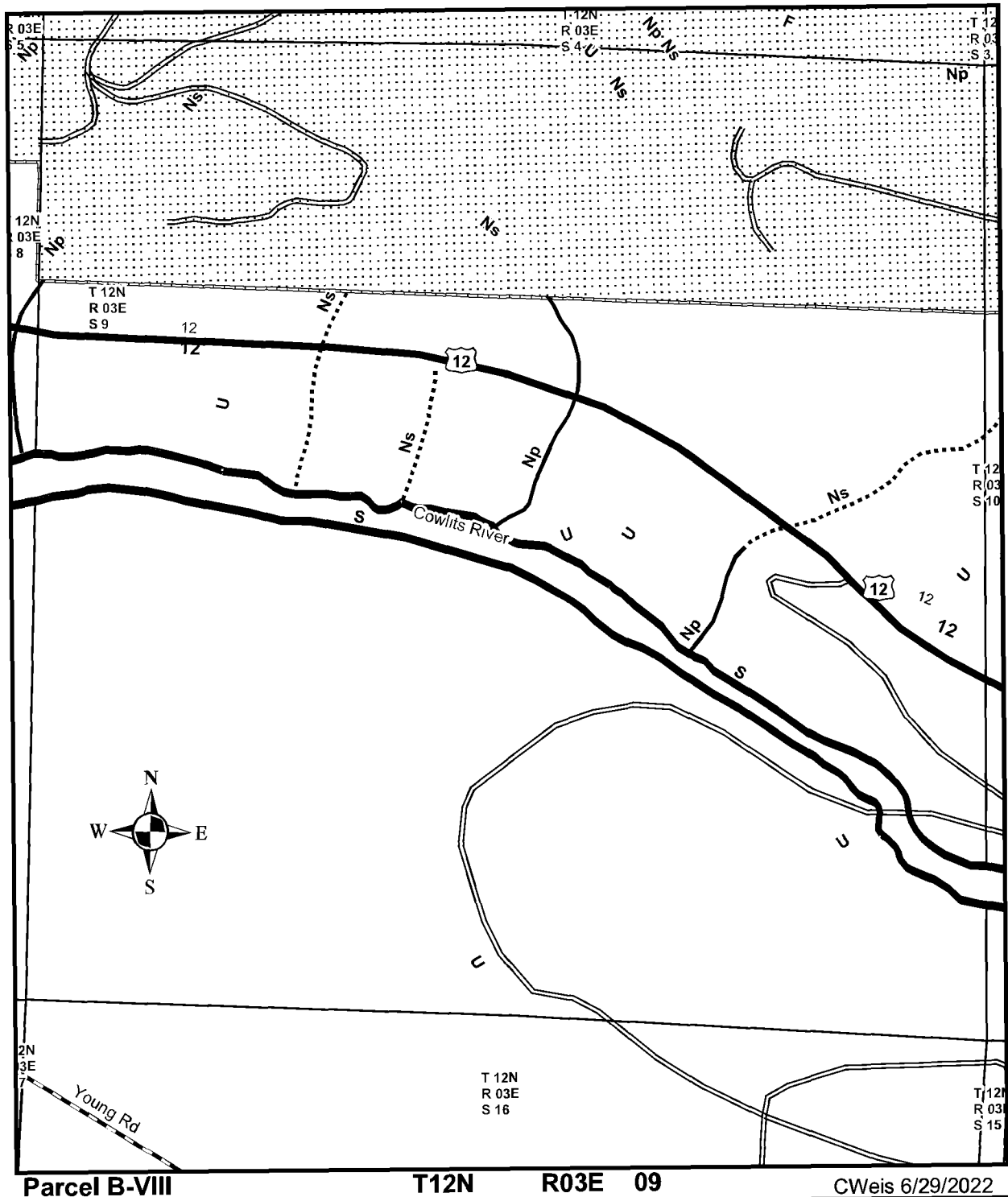
T12N R03E 08

CWeis 6/29/2022

Ownership

-  Anderson Ownership
-  Port Blakely Ownership

Exhibit C



Parcel B-VIII

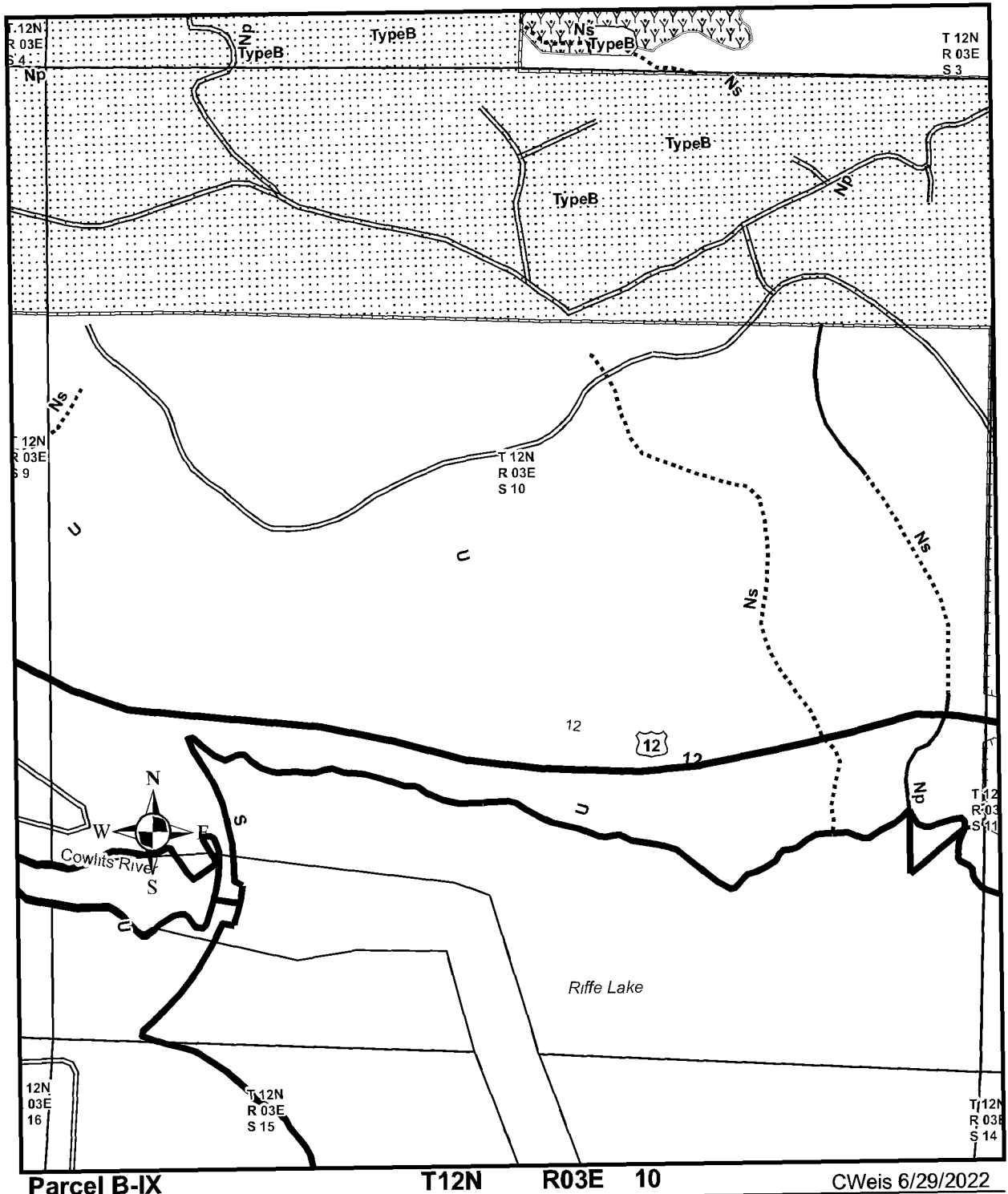
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CWeis 6/29/2022

Ownership

-  Anderson Ownership
-  Port Blakely Ownership

Exhibit C

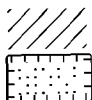


Parcel B-IX

T12N R03E 10

CWeis 6/29/2022

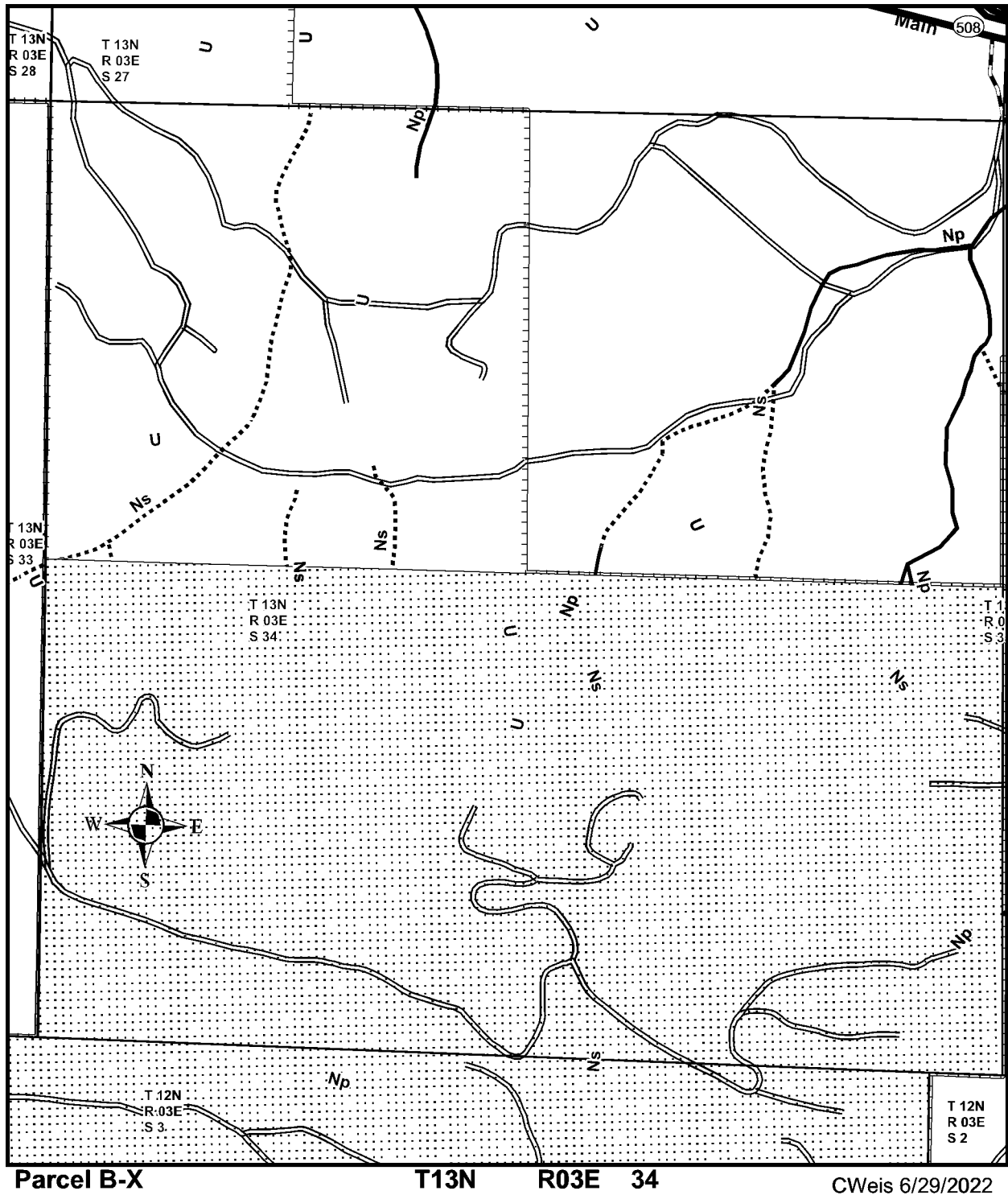
Ownership



Anderson Ownership

Port Blakely Ownership

Exhibit C



Ownership

-  Anderson Ownership
-  Port Blakely Ownership