

When recorded return to:
Department of Natural Resources
Pacific Cascade Region
Attn: Renee Wend
601 Bond Rd
Castle Rock, WA 9861

RJK 3/27/2026
EXEMPT



WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES
DAVE UP THE GROVE | COMMISSIONER OF PUBLIC LANDS

Grantor(s): REICHARDT BROTHERS REVOCABLE LIVING TRUST
Grantee(s): STATE OF WASHINGTON, DEPARTMENT OF NATURAL RESOURCES
Legal Description: Portions of the NE1/4 SE1/4 of Section 04 Township 14 North Range 03 West. W.M. Lewis County, State of Washington
Assessor's Property Tax Parcel: 2199-1-1 ; 21991-1-2
Cross Reference: Tax Account No. 2159682
DNR Easement No. 55-110028

EASEMENT

THIS AGREEMENT, made and entered into this 19 day of MARCH, 2026, by and between REICHARDT BROTHERS REVOCABLE LIVING TRUST herein called "Grantor," and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State," WITNESSETH:

Conveyance. The performance by Grantee of the terms and conditions specified herein and in receipt of other good and valuable consideration received from Grantee, hereby grants, conveys, and warrants to State, its successors and assigns, a permanent Easement over a parcel of land in Lewis County legally described as set forth in Exhibit A (hereafter Burdened Parcel) said Easement to be thirty (30) feet in width lying fifteen (15) feet on each side of a centerline of a road located approximately as shown on Exhibit B (hereafter Easement Area).

Purpose. The Easement is conveyed to provide ingress and egress to and from lands owned by State for conducting management activities for the purpose of hauling forest products and/or other profits including but not limited to sand, gravel, stone or farm products, leasing the property and performing management activities associated with timber production, agriculture or the extraction of profits, and leasing the property for all purposes including communications sites. No public access is authorized.

Appurtenant. This Easement shall be deemed appurtenant to the real property now owned by State located in Lewis County, legally described as set forth in Exhibit C attached hereto and such real property hereafter acquired by the State (hereafter Benefited Parcels).

Reservations. Grantor reserves the right at all times for any purpose, to cross and recross the Easement Area at any place on grade or otherwise. Grantor may grant to third parties any or all of the rights reserved therein; provided that use by such party shall be subject to the terms and conditions of this Easement and shall not unreasonably interfere with the rights granted to State herein. Grantor reserves all timber now on or hereafter growing within the rights of way on said lands and the right to remove said timber via the right of way herein granted.

Relocation. State shall have the right to relocate the Easement at State's sole cost so long as the new location does not unreasonably interfere with the reserved rights of the Grantor herein.

Maintenance. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When any party uses a road, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used to the standards existing at the time use is commenced.

- a. 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 and resurfacing of the road or the portion thereof being used; and
- b. A method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing said road or portion thereof.

For purposes of this agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in their present condition or as hereafter improved.

Repairs. Each party using any portion of a road shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage. Should damage be caused by an unauthorized user, the cost of repair shall be treated as ordinary maintenance and handled as set forth above.

Improvements. Unless the parties agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.

Permittees. State may permit its respective agents, contractors, licensees, lessees, purchasers of timber or other valuable materials, and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights granted to it herein.

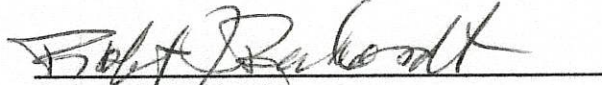
Insurance. The State of Washington, including all its agencies and departments, is self insured for all exposures to tort liability, general liability, property damage liability and vehicle liability, as provided in statute, but only as respects the negligence of State.

Indemnity. State shall defend, indemnify and hold harmless the Grantor from all claims that arise out of the negligence of State or its Permittee in their use of the easement. A "claim" as used in this section means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the resulting loss of use. Notwithstanding the foregoing, State's obligation to defend, indemnify, and hold harmless the Grantor from any judgment, decree or arbitration award shall extend only to the percentage of negligence of State and its Permittee in contribution to such claim. State waives its immunity under Title 51 RCW only to the extent it is required to indemnify, defend and hold harmless Grantor. This indemnification shall survive the expiration or termination of the easement.

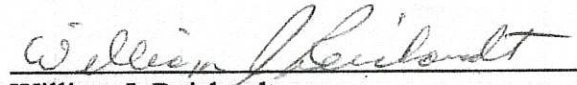
IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate to become effective as of the day and year first above written.

REICHARDT BROTHERS REVOCABLE
LIVING TRUST

Dated: 2-26-2026

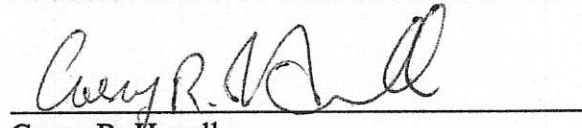

Robert J. Reichardt
Trustee
396 Mattson Rd. Centralia WA 98531
360-736-7428

Dated: 02-26-2026


William J. Reichardt
Trustee
396 Mattson Rd. Centralia WA 98531
360-736-7428

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: MARCH 19, 2026


Casey R. Hanell
Acting Deputy Supervisor for State Uplands
1111 Washington Street SE
Mailstop 47001
Olympia, WA 98504-7001



Approved as to Form this
11th day of March, 2008.
By: Roger Braden
Assistant Attorney General
State of Washington

REPRESENTATIVE ACKNOWLEDGMENT

State of Washington

County of Lewis

I certify that I know or have satisfactory evidence that William J. Reichardt is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Trustee of Reichardt Brothers Revocable Living Trust to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2-26-29



[Signature]
(Signature)

Justin Rosales-Reyes
(Print Name)

Notary Public in and for the State of Washington,
residing at Cougar

My appointment expires 5-19-29

REPRESENTATIVE ACKNOWLEDGMENT

State of Washington

County of Lewis

I certify that I know or have satisfactory evidence that Robert J. Reichardt is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Trustee of Reichardt Brothers Revocable Living Trust to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2-26-26

(Signature)

(Print Name)

Notary Public in and for the State of Washington,
residing at Lewis

My appointment expires 5-19-29



STATE ACKNOWLEDGMENT

State of Washington

County of Thurston

I certify that I know or have satisfactory evidence that Casey R. Hanell is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Acting Deputy Supervisor for State Uplands of the Department of Natural Resources of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: MARCH 19, 2026 Kelli Pinchak
(Signature)

Kelli Pinchak
(Print Name)

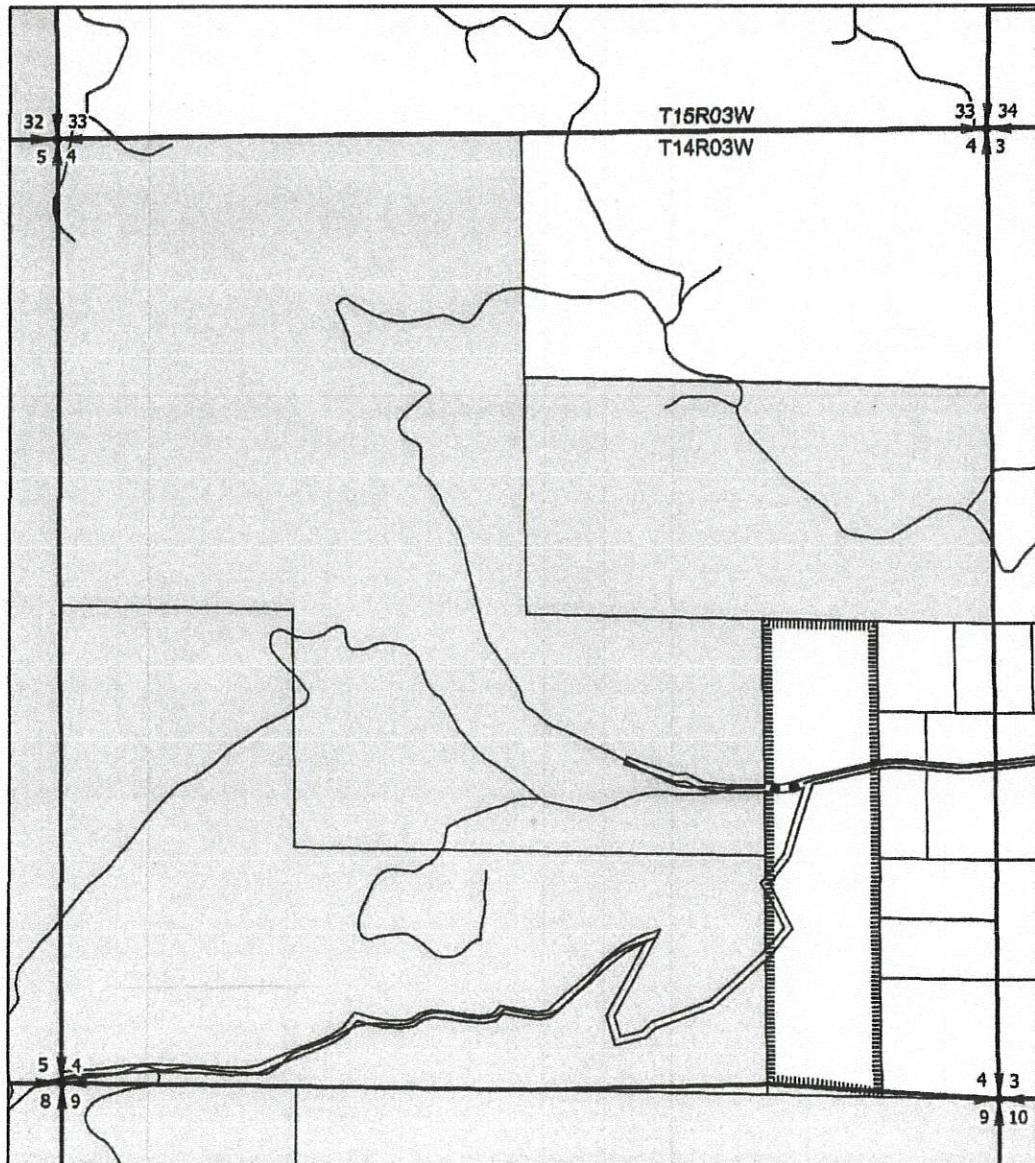


Notary Public in and for the State of Washington,
residing at TACOMA.

My appointment expires 10-26-2026

EXHIBIT A
BURDENED PARCEL
Grantor Land

Portions of the NE1/4 SE1/4 of Section 04 Township 14 North Range 03 West. W.M. Lewis County, State of Washington.



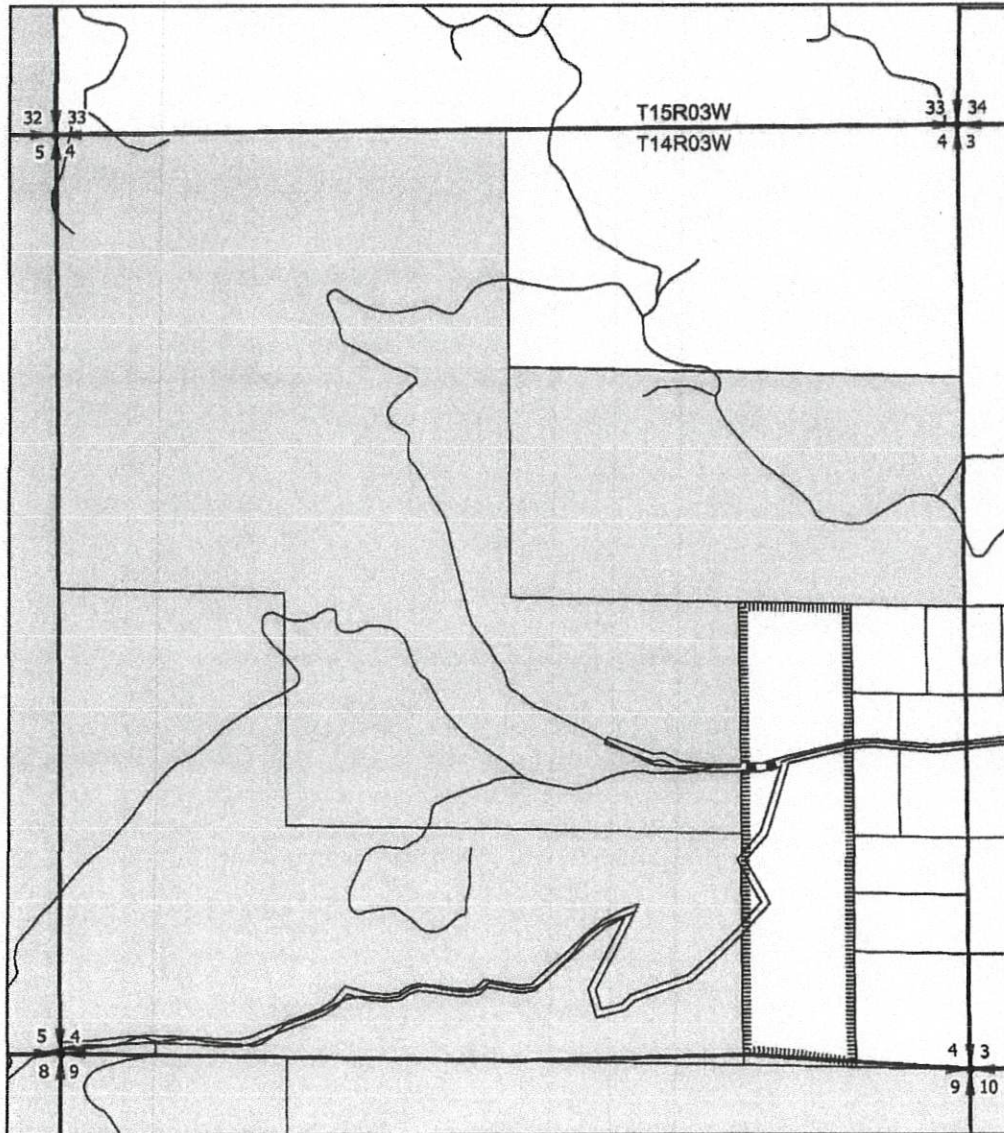
STATE
Easement Area
Burdened Parcel

Burdened Parcel Total Acres: Approx. 39 Acres
Map Creation Date 1/30/2026

0 0.07 0.15 0.3 0.45 0.6
Miles

EXHIBIT B
EASEMENT AREA

Commencing at a point in the John Mattson Rd. in the SE1/4 of Section 04 Township 14 North Range 03 West, South 47 degrees, 49 seconds west, 1470.4 feet from the 1/4 Section Corner between Sections 03 & 04 Township 14 North Range 03 West, in a westerly direction to the east line of the NE1/4SE1/4 Section 04 Township 14 North Range 03 West, W.M. Lewis County



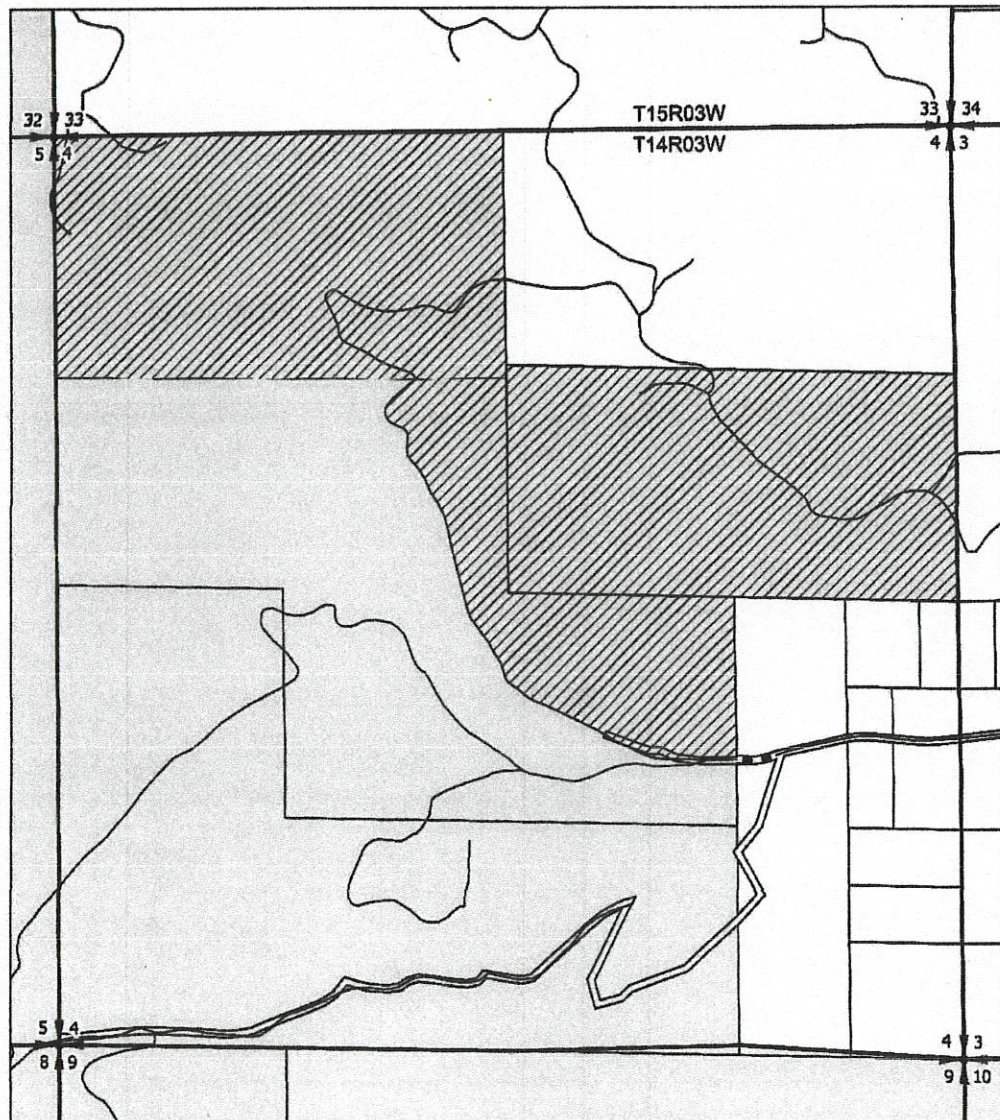
STATE
Easement Area
Burdened Parcel

Easement Length: Appox. 250 Ft.
Easement Width: 30 Ft.
Easement Area: Appox. 0.17 Acres
Map Creation Date 1/30/2025

0 0.07 0.15 0.3 0.45 0.6
Miles

EXHIBIT C
BENEFITED PARCELS
State Land

Portions of the NW 1/4, NE 1/4, & the NW1/4SE1/4, of Section 04 Township 14 North
Range 03 West, W.M. Lewis County



STATE
Easement Area
Benefited Parcel

Benefited Parcel Acres: Appox. 202 Acres
Map Creation Date 1/30/2026

0 0.07 0.15 0.3 0.45 0.6
Miles