

**WHEN RECORDED RETURN TO:**

Weyerhaeuser Columbia Timberlands

Attn: Benjamin Flint

P.O. Box 667

Longview, WA 98632

**DOCUMENT TITLE(S)**

Reciprocal Easement Agreement WYCTL/Synergy

**REFERENCE NUMBER(S)** of Documents assigned or released:

☐ Additional numbers on page \_\_\_\_\_ of document.

**GRANTOR(S):** Weyerhaeuser Columbia Timberlands, LLC.  
Synergy Resources, LLC

☐ Additional names on page \_\_\_\_\_ of document.

**GRANTEE(S):** Weyerhaeuser Columbia Timberlands, LLC  
Synergy Resources, LLC

☐ Additional names on page \_\_\_\_\_ of document.

**LEGAL DESCRIPTION** (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

Sec. 11, 12; 2T. 02N., R. 05 E.

Sec. 27, 28, 32, 33, 34, 35, 36 T. 03N., R. 05 E.

☐ Complete legal on page \_\_\_\_\_ of document.

**TAX PARCEL NUMBER(S):**

☐ Additional parcel numbers on page \_\_\_\_\_ of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

## RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT ("**Agreement**") is made and entered into this 1<sup>st</sup> day of August, 2016, by and between **WEYERHAEUSER COLUMBIA TIMBERLANDS LLC, a Delaware limited liability company ("COLUMBIA")**, and **SYNERGY RESOURCES, a Washington limited liability company ("SYNERGY")**.

### Recitals

- A. **COLUMBIA** owns the real property in SKAMANIA COUNTY, WASHINGTON described on attached Exhibits B, C & D (the "**COLUMBIA Property**").
- B. **SYNERGY** owns the real property in SKAMANIA COUNTY, WASHINGTON described on attached Exhibit E (the "**SYNERGY Property**").
- C. **COLUMBIA** desires to obtain an easement over existing and new road locations on the **SYNERGY Property**. **SYNERGY** is willing to grant such easement to **COLUMBIA**, provided **COLUMBIA** grants to **SYNERGY** an easement over existing and new road locations on the **COLUMBIA Property**. This exchange is summarized on attached Exhibit A.

### Agreement

NOW, THEREFORE, the parties agree as follows:

#### 1. Easement to **COLUMBIA**.

- (a) **SYNERGY** hereby grants to **COLUMBIA** a nonexclusive appurtenant easement and right of way sixty (60) feet in width, being thirty (30) feet on each side of center line, over and across existing and new road locations on the **SYNERGY Property** identified on the map attached hereto as Exhibit E.
- (b) The easement granted to **COLUMBIA** shall be for access to the **SYNERGY Property** for forest and land management activities.
- (c) The consideration for this easement is the grant by **COLUMBIA** to **SYNERGY** of the easement described in Section 2 below.
- (d) This easement is subject to all matters of public record.

#### 2. Easement to **SYNERGY**.

- (a) **COLUMBIA** hereby grants to **SYNERGY** a nonexclusive appurtenant easement and right of way sixty (60) feet in width, being thirty (30) feet on each side of center line, over and across the existing and new road locations on the **COLUMBIA Property** identified on the maps attached hereto as Exhibits B, C & D.
- (b) The easement granted to **SYNERGY** shall be for access to the **COLUMBIA Property** for forest and land management activities.
- (c) The consideration for this easement is the grant by **SYNERGY** to **COLUMBIA** of the easement described in Section 1 above.
- (d) This easement is subject to all matters of public record.

3. General Terms. The easements granted herein shall be subject to the following terms and conditions:

- (a) **Definitions.** For purposes of this Section 3, the party granting the easement shall be referred to as the Grantor, and the party to whom the easement is granted shall be referred to as the Grantee (*i.e.*, with respect to the easement granted under Section 1 above, **SYNERGY** is the Grantor, and **COLUMBIA** is the Grantee; with respect to the easement granted under Section 2 above, **COLUMBIA** is the Grantor, and **SYNERGY** is the Grantee). The road over which a Grantee is granted an easement under this Agreement is referred to as the Road.
- (b) **Road Construction.** Grantee shall construct new roads as provided for herein in compliance with all of the laws, rules, regulations and orders now or hereafter in force of all federal, state and other governmental authorities, including, but not limited to, all laws, rules, regulations and valid orders of local, state and federal governmental officials relating to (i) the preservation and protection of the environment, (ii) the use, storage, application, transportation, presence or absence of hazardous substances or materials of any kind, (iii) the designation, classification and protection of any species of plant or animal, (iv) forestry and logging practices, (v) the prevention, suppression and control of fire, and (vi) all laws, rules and regulations of any local, state or federal authority (including the federal Occupational Safety & Health Administration (OSHA) and comparable state authorities) relating to occupational safety and health, and any reporting and recordkeeping obligations relating thereto ("**Applicable Law**"). Grantee shall cooperate with Grantor to provide Grantor adequate notice of Grantee's road construction operations and otherwise enable compliance with Applicable Law with respect to Grantee operations on a road work area. Additionally, if Grantee receives notice from any governmental authority or any other person alleging that the activities of any of Grantee, its employees, agents or subcontractors in connection with such road construction are in violation of any Applicable Law or in violation of any other rights of such person, then Grantee will promptly notify Grantor of the same. Any such notice shall include a copy of any written notices or other material received by Grantee and in any event shall include a description of the allegations in reasonable detail.
- (c) **Road Crossing; Grantor's Reservations.** Grantee's right to use a Road is non-exclusive and is concurrent with the rights of the Grantor, and any third-party licensees, contractors, or permittees of the Grantor. Grantor reserves for itself and its successors and assigns the right, at all times for any and all purposes, to use, cross and re-cross, at any place on grade or otherwise, patrol, and repair the Road on lands owned by it, in any manner that will not unreasonably interfere with the rights granted to Grantee hereunder. Grantor further reserves to itself all timber now or hereafter growing on its property. If any road work to be performed by Grantee requires the falling of merchantable or non-merchantable timber from a road right-of-way, Grantee shall fell and buck any timber required to be removed from the applicable road work area in a workmanlike manner, so as to obtain maximum utilization consistent with the desires of Grantor. Merchantable logs so produced shall be decked along the road at conveniently accessible locations to facilitate subsequent loading and hauling operations, and Grantee shall promptly notify Grantor of the volume and location of such decks.
- (d) **Third Parties.** Grantor may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided, that use by such party shall be subject to the terms

and conditions of this Agreement and shall not unreasonably interfere with the rights granted to the Grantee hereunder.

- (e) **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, as defined below, is using the Road, or a portion thereof, the parties hereto shall meet 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.

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

(f) **Road Damage.** 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 be caused through normal and prudent usage of the Road. Should inordinate damage to the Road occur which is not caused by an authorized user of the Road, the parties hereto shall meet to agree on the cost of replacement and the shares of replacement cost to be borne by each user of the Road.

(g) **Improvements.** Unless the parties hereto agree in writing to share the cost of improvements in advance of such improvements being made, said improvements shall be solely for the account of the improver. Grantee shall not make any improvements (as contrasted with maintenance of the Road) without Grantor's prior written consent. Should Grantee desire to construct any improvements to the Road, Grantee shall present a written proposal to Grantor specifying the location, size and specifications of the improvements. Grantor shall specify either its written approval, disapproval, or required modifications within thirty (30) days of Grantee's request. Such approval shall not be unreasonably withheld or conditioned by Grantor, unless Grantor, in Grantor's sole discretion, determines that the proposed improvements will unreasonably affect the suitability of the Road for Grantor's timber harvest, management and maintenance activities.

(h) **Right of Way Timber.** Grantor reserves to itself all timber now on or hereafter growing within the right of way of the Road on its property.

(i) **Exercise of Rights.** Grantee may permit its agents, contractors, licensees, vendors, lessees, and their agents, herein individually referred to as "**Permittee**" and collectively referred to as

**“Permittees,”** to exercise the rights granted to it herein provided such use by any Permittee is directly related to the limited purposes for which this easement is granted.

(j) **Indemnification.** Grantee agrees to defend, indemnify and save harmless Grantor from and against all causes of action, litigation, cost, loss, liability, damage and expense (including attorneys’ fees) for injury or death to persons, whomsoever, and damage to or loss of property, to whomsoever belonging, arising out of or in any way connected with the use of the Road by Grantee and its Permittees, except to the extent that such causes of actions, litigation, cost, loss, liability, damage and expense results from the negligence or willful misconduct of Grantor.

(k) **Insurance.** Prior to exercising any rights granted to it under this Agreement, Grantee will at its own expense obtain, and will thereafter at its own expense continuously keep in full force and effect the insurance coverage listed below (the **“Required Insurance”**), subject in each case to all requirements, limits and conditions relating to such Required Insurance. Grantee’s procurement and maintenance of the Required Insurance shall be a condition precedent to Grantee’s right to commence or continue any work or use of a Road under this Agreement. Grantee shall require all Permittees of Grantee who perform any activities under this Agreement to procure and continuously maintain at their own expense all Required Insurance on the same basis and subject to the same requirements, limits and conditions as Grantee. Grantee will furnish Grantor with certificates of insurance in forms acceptable to Grantor, as well as complete copies of policies of Required Insurance, upon request, (together with all duly issued and countersigned endorsements, riders and other amendatory documents attached). Grantee shall also obtain and provide to Grantor prior to commencement of any activities under this Agreement by a Permittee of Grantee proof that such Permittee has all required coverage (including certificates of insurance and required endorsements). If Grantee operates in Washington or in any other state in which workers’ compensation or industrial insurance is administered through a monopolistic state fund, Grantee will provide proof of non-delinquent status with respect to fund requirements upon Grantor’s request and will pay all fund premiums and assessments when due. Procurement and maintenance of Required Insurance does not in any way limit the liability of Grantee or any Permittee of Grantee for any losses which may occur on account of Grantee’s or any Permittee’s acts or omissions, and Grantee shall be fully responsible for any and all uncovered losses and for any and all amounts which exceed any applicable policy limits for covered losses under any Required Insurance.

**Required Insurance:**

- (a) If, under this Agreement, Grantee will operate equipment not licensed for use on public highways, the minimum coverages and limits will be: Comprehensive or Commercial General Liability (occurrence form), covering bodily injury and property damage liability, including contractual, products, completed operations, broad form property damage, and independent operator/contractors, with minimum limits of at least \$1,000,000 per occurrence and \$1,000,000 general aggregate. Grantee shall be designated as an Additional Insured evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance and the endorsement is to include that the insurance will cover "Any and all operations performed by or for the Named Insured. The endorsement may be specific to the project (CG 20 10, 0704, or equivalent) or may be a Blanket Additional Insured Endorsement applicable to all contracts, again equivalent to the CG 20 10 07 04.



- (b) If, under this Agreement, Grantee will operate equipment which is licensed for use on public highways, the minimum coverages and limits will be: Comprehensive Automobile Liability covering owned, hired, and non-owned vehicles with minimum limits of: (a) For heavy vehicles, equal to or more than 12,000 pounds (gross vehicle weight): combined single limit of \$1,000,000; or (b) For light vehicles, less than 12,000 pounds (gross vehicle weight): combined single limit of \$300,000.

(l) **Compliance with Laws and Regulations and Safety Rules.** Grantee 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. In using the Road, Grantee and any Permittee shall comply with all reasonable safety rules Grantor establishes regarding the use of the Road on Grantor's property.

(m) **Hazardous Substances.** Grantee will comply with all applicable law regarding the use, storage, and handling of Hazardous Substances. In addition, Grantee 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 Grantor's Property; (b) regularly inspect any vehicles and equipment used by Grantee for hydraulic and fuel leaks, and ensure that such vehicles and equipment are repaired and properly maintained before use on Grantor's Property; (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 Grantor of any event which is required to be reported under environmental laws. As used in this Agreement, the term "Hazardous Substance" 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.

(n) **Fire Protection.** When performing any work allowed under this Agreement or using a Road, Grantee will exercise the highest degree of care to prevent fires on Grantor's Property, shall maintain all fire-fighting equipment required by applicable law, and shall otherwise comply with any reasonable requirements of Grantor with respect to prevention and suppression of fires. Grantee will make every reasonable effort, at its sole expense, to control, extinguish or prevent the spread of fire on, to or from the easement or Grantor's Property, and will immediately report to Grantor any fire which may arise upon or threaten the Grantor's Property or adjoining lands.

(o) **Gate and Security Procedures.** Grantor may, at its sole expense, install gates on the Road on its property, provided, that the gate is constructed in a manner that two or more locks can be placed on the gate, any one of which individually is capable of locking and unlocking the gate, and Grantee is given an opportunity to put a lock on the gate. Grantee, in using the Road, shall comply with Grantor's security procedures for Grantor's Property. Nothing contained in this Agreement is intended to confer any general right of public access over any Road and Grantee shall take all necessary steps to limit public access over any Road upon Grantor's reasonable request.

(p) **Successors and Assigns.** The rights and obligations herein shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto and shall be appurtenant to the property benefitted by the easements granted herein.

(q) **Prior Rights.** These grants and all rights hereunder are subject to all liens, easements, servitudes, rights of way, oil, gas, and mineral leases, and all other grants or reservations either of record or on the ground affecting Grantor's Property.

(r) **Liens.** Grantee shall promptly pay for all materials, labor and supplies used by Grantee in connection with its construction, maintenance, repair and reconstruction of the Roads, and keep Grantor's Property free from liens therefore.

(s) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

(t) **Counterparts.** This Agreement may be executed in two or more counterparts and each counterpart shall be deemed to be an original, but all of which together shall constitute one and the same instrument upon delivery of one such counterpart by each party to this Agreement.

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

**SYNERGY RESOURCES LLC**

By: Brent A. Rotschy  
Print Name Brent Rotschy  
Its: Vice President/Member

<sup>B</sup>  
**WEYERHAEUSER COLUMBIA  
TIMBERLANDS LLC**

By: [Signature]  
Its: JEFFREY W NITTA

By: [Signature]  
Its: Assistant Secretary



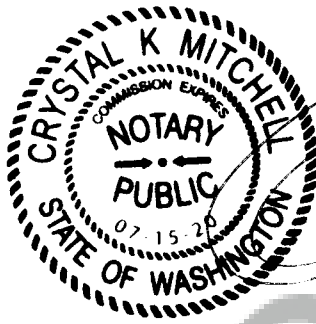
STATE OF WASHINGTON )

) ss.

COUNTY OF KING )

On this 1<sup>st</sup> day of August, 2016, before me personally appeared Jeffrey W Nitta and Jeaneline W Hawn, to me known to be the Vice President and Assistant Secretary, respectively, of WEYERHAEUSER COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]  
Notary Public

My Appointment expires: 7/15/2020

STATE OF Washington )

) ss.

COUNTY OF Clark )

On this 20 day of May, 2016, before me personally appeared Brent A Patschy, to me known to be the individual described in, and who executed the above and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Wanda Williams  
Notary Public

My Appointment expires: March 1, 2020



# EXHIBITS

