

Skamania County, WA  
Total: \$125.50  
EASE  
Pgs=23

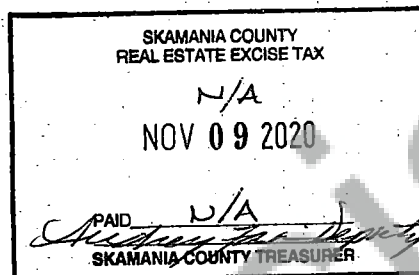
2020-003125

11/09/2020 11:31 AM

Request of: LANDERHOLM



Return Address:  
Weyerhaeuser Company  
220 Occidental Avenue South  
Seattle, WA 98104  
Attn: Land Title



<b>Title:</b> RECIPROCAL EASEMENT AGREEMENT
<b>Reference Number(s) of Documents assigned or released:</b> N/A
<b>Weyerhaeuser/Birkenfeld:</b> WEYERHAEUSER COMPANY, a Washington corporation
<b>Birkenfeld/Weyerhaeuser:</b> BIRKENFELD HERITAGE LLC, a Washington limited liability company
<b>Legal description (abbreviated: i.e. lot, block, plat or section, township, range)</b> <b>Weyerhaeuser:</b> S8-T3N-R8E: SE¼NW¼; NE¼SW¼ <b>Birkenfeld:</b> S8-T3N-R8E: SW¼NE¼
<b>Additional legal is on page</b> of document.
<b>Weyerhaeuser Assessor's Property Tax Parcel:</b> 03080800030000
<b>Birkenfeld Assessor's Property Tax Parcel:</b> 03080800010000

2m 11/9/2020

## RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement (this "**Agreement**") is effective as of the 13<sup>th</sup> day of October, 2020 (the "**Effective Date**") by and between **WEYERHAEUSER COMPANY**, a Washington corporation, ("**Weyerhaeuser**"), and **BIRKENFELD HERITAGE LLC**, a Washington limited liability company ("**Birkenfeld**"). Weyerhaeuser and Birkenfeld are sometimes referred to herein individually as a "**Party**", and collectively as, the "**Parties**".

### RECITALS

A. Weyerhaeuser owns certain real property located in Skamania County, Washington and more particularly described on the attached **Exhibit A** (the "**Weyerhaeuser Property**").

B. Birkenfeld owns certain real property located in Skamania County, Washington and more particularly described on the attached **Exhibit B** (the "**Birkenfeld Property**").

C. The Birkenfeld Property and the Weyerhaeuser Property both have access to Bear Creek Road, a public road, by traveling over Bear Creek Lane, a private road, and over an easement (the "**Christie Easement**") crossing a portion of Skamania County Parcel No. 03080800022400 (the "**Christie Property**"). The parties' right to use Bear Creek Lane and the Christie Easement to access their respective properties was established by the Order Establishing Just Compensation and Decree of Appropriation entered in Skamania County Superior Court Case No. 17-2-00025-8, which granted Birkenfeld and Weyerhaeuser a private way of necessity (the "**Private Way of Necessity**"). The Private Way of Necessity terminates at the southerly boundary of the Christie Property.

D. Birkenfeld and Weyerhaeuser desire to execute this Agreement for the purpose of recording a 60-foot wide reciprocal easement to provide necessary and convenient access to their respective properties.

E. The Parties intend that these recitals be incorporated into and become a part of this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of TEN and NO/100 DOLLARS (\$10), and the mutual covenants of the Parties set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

#### 1. Grant of Easements.

1.1 Subject to the terms hereof, Weyerhaeuser, for and in consideration of the reciprocal

easement granted in subsection 1.2 below, hereby grants and conveys to Birkenfeld a private, perpetual, non-exclusive right of way easement ("**Birkenfeld's Easement**") sixty (60) feet in width, being thirty (30) feet on either side of the center line of the existing road located upon the Weyerhaeuser Property ("**Weyerhaeuser Road**"). Birkenfeld's Easement and the Weyerhaeuser Road are legally described and depicted on the attached **Exhibit C**. Except as otherwise provided herein, Birkenfeld's Easement shall be subject and subordinate to all liens, leases, easements, servitudes, rights-of-way, prescriptive rights, reservations, conveyances and any and all other matters of record encumbering Weyerhaeuser's Property as of the Effective Date ("**Weyerhaeuser's Permitted Encumbrances**"), it being distinctly understood and agreed by the Parties that Weyerhaeuser, by this grant, grants no greater rights than it is permitted to grant in view of any of Weyerhaeuser's Permitted Encumbrances.

1.2 Subject to the terms hereof, Birkenfeld, for and in consideration of the reciprocal easement granted in subsection 1.1 above, hereby grants and conveys to Weyerhaeuser a private, perpetual, non-exclusive right of way easement ("**Weyerhaeuser's Easement**") sixty (60) feet in width, being thirty (30) feet on either side of the center line of the existing road located upon the Birkenfeld Property ("**Birkenfeld's Road**"). Weyerhaeuser's Easement and Birkenfeld's Road are legally described and depicted on attached **Exhibit D**. Weyerhaeuser's Easement and Birkenfeld's Easement are sometimes hereinafter collectively referred to as the "**Easements**" and Weyerhaeuser's Road and Birkenfeld's Road are sometime hereinafter collectively referred to as the "**Roads**". Except as otherwise provided herein, Weyerhaeuser's Easement shall be subject and subordinate to all liens, leases, easements, servitudes, rights-of-way, prescriptive rights, reservations, conveyances and any and all other matters of record encumbering Birkenfeld Property as of the Effective Date ("**Birkenfeld's Permitted Encumbrances**"), it being distinctly understood and agreed by the Parties that Birkenfeld, by this grant, grants no greater rights than it is permitted to grant in view of any of Birkenfeld's Permitted Encumbrances.

2. **Purpose of Easements.** Birkenfeld's Easement is conveyed by Weyerhaeuser for the purpose of providing Birkenfeld vehicular ingress and egress and utility access over and across the Weyerhaeuser Property for all legal purposes. Weyerhaeuser's Easement is conveyed by Birkenfeld for the purpose of providing Weyerhaeuser vehicular ingress and egress and utility access over and across the Birkenfeld Property for all legal purposes.

3. **Permittees.** Weyerhaeuser, its subsidiaries, and affiliates and all of their employees, agents, contractors, licensees, lessees, invitees, and assigns are sometimes referred to herein collectively as the "**Weyerhaeuser Permittees**". Birkenfeld's employees, agents, contractors, licensees, lessees, invitees, and assigns are sometimes referred to herein collectively as the "**Birkenfeld Permittees**". The term "Respective Permittees" is used herein to refer to the Weyerhaeuser Permittees for Weyerhaeuser and the Birkenfeld Permittees for Birkenfeld.

4. **Reservation of Rights.** Weyerhaeuser reserves for itself and the Weyerhaeuser Permittees the right at all times for any purpose, to cross and re-cross Weyerhaeuser's Roads in any manner that will not unreasonably interfere with the rights of Birkenfeld. Birkenfeld reserves for itself and the Birkenfeld Permittees the right at all times for any purpose, to cross and re-cross Birkenfeld's Roads

in any manner that will not unreasonably interfere with the rights of Weyerhaeuser.

5. **Nonexclusive Easement; Third Parties.** Weyerhaeuser may grant to third parties including (without limitation) the Weyerhaeuser Permittees, upon such terms Weyerhaeuser may choose in Weyerhaeuser's reasonable discretion, the rights to use the Weyerhaeuser Road; provided that use of the Weyerhaeuser Road by such third parties and the Weyerhaeuser Permittees shall not unreasonably interfere with the rights granted to Birkenfeld in this Agreement. Birkenfeld may grant to third parties including (without limitation) the Birkenfeld Permittees, upon such terms Birkenfeld may choose in Birkenfeld's reasonable discretion, the rights to use the Birkenfeld Road; provided that use of the Birkenfeld Road by such third parties and the Weyerhaeuser Permittees shall not unreasonably interfere with the rights granted to Weyerhaeuser in this Agreement.

6. **Road Maintenance.** The cost of road maintenance and resurfacing shall be allocated between the Parties on the basis of respective uses of the Roads, except that each Party shall be responsible for maintain ditches and culverts on that Party's respective property at that Party's sole cost and expense, except when damage to the ditches and culverts is caused by the other Party. When any Party uses one or both Roads, 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 the Roads or portions thereof are solely used by one Party, such Party shall maintain all or portions of the Roads so used to the standards existing at the time use is commenced. During periods when more than one Party is using the Roads or portions thereof, the Parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to (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 Roads or portions thereof being used; and (b) a method of payment by which each Party using the Roads or portions thereof, shall pay its agreed upon share of the cost incurred by the maintainer in maintaining or resurfacing the Roads or portion thereof. For purposes of this Agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure, road drainage as supported by ditches and culverts, and road facilities as nearly as possible in their present condition or as hereafter improved.

7. **The Parties' Responsibilities.** Each Party shall:

7.1 Take all reasonable precaution to prevent unauthorized persons from using the Roads;

7.2 Take reasonable steps to keep all existing gates, and any that may be installed on the Roads in the future, closed and locked; provided, however, that the Parties may, from time to time leave gates (if any) on the Roads open for reasonable extended periods in order to facilitate active timber harvest of the Parties;

7.3 Not drive with excessive speed upon the Roads;

7.4 Immediately report to each other any dangerous or defective condition with respect to any portion of the Roads;

7.5 Take reasonable steps to ensure that each Party and their Respective Permittees comply with all applicable local, state and federal laws, rules and regulations (collectively, "**Applicable Laws**") with respect to the use of the Roads;

7.6 Ensure that any exercise of rights under this Agreement by itself and its Respective Permittees shall not unreasonably obstruct, interfere with or prevent the use and enjoyment of the other Party's Property (including but not limited to the Parties' respective Easements and Roads) by such Party or its Respective Permittees; and

7.7 Comply with all reasonable road rules, regulations and restrictions as set forth in Exhibit E ("**Road Rules**").

8. **Gate Keys and Combinations.** Each Party shall provide the other Party with the combination to any gate that must be opened to access the Roads by entering a combination. Should the locks to the gate require a key, each Party shall provide the other with a key to such a gate. Each Party may change the gate combinations or key locks at any time, for any reason; provided, however, that prior to changing the combinations or keys each Party shall notify another of the new combination or the need to obtain a new key.

9. **Indemnity.** Weyerhaeuser agrees to indemnify, defend, and hold Birkenfeld harmless from and against any and all claims, causes of action, litigation, costs, loss, liability, damage and expense (including attorneys' fees) arising from or relating to Weyerhaeuser's or Weyerhaeuser's Permittees' use of Weyerhaeuser's Easement, unless such claims, causes of action, litigation, costs, loss, liability, damage and expense (including attorneys' fees) result from the sole negligence of Birkenfeld. Birkenfeld agrees to indemnify, defend, and hold Weyerhaeuser harmless from and against any and all claims, causes of action, litigation, costs, loss, liability, damage and expense (including attorneys' fees) arising from or relating to Birkenfeld's or Birkenfeld's Permittees' use of Birkenfeld's Easement, unless such claims, causes of action, litigation, costs, loss, liability, damage and expense (including attorneys' fees) result from the sole negligence of Weyerhaeuser.

10. **Timber.** Each Party reserves to itself all timber now on or hereafter growing within the portion of the Easements located on their respective properties.

11. **Insurance.** The Parties and their Respective Permittees shall maintain for , policies of insurance with companies maintaining an AM Best Rating of A-VII or better in the following minimum amounts:

Automobiles

Bodily Injury	\$1,000,000 Each Occurrence
Property Damage	\$1,000,000 Each Occurrence

Commercial General Liability

Bodily Injury	\$1,000,000 Each Occurrence-
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\$2,000,000 Aggregate

Property Damage

\$1,000,000 Each Occurrence

\$2,000,000 Aggregate

Or Combined Single Limits \$1,000,000 Each Occurrence

Minimum amounts of insurance shall be subject to such other limits as the Parties hereto may agree upon in writing from time to time. Commercial general liability insurance shall include coverage for: operations and completed operations; independent contractors; blanket contractual liability (including liability assumed under the indemnification paragraph of this Agreement); and automobile liability insurance covering owned, hired and non-owned vehicles (including, if applicable, the "pollution from autos endorsement," 150 Form No. CA 99 48). Each Party that has employees shall also maintain at all times State or private industrial accident insurance covering such Party and their Respective Permittees which shall fully comply with State and Federal employment and workers' compensation laws. Each Party shall deliver to the other a certificate or certificates (as applicable) from their respective insurer or insurers stating that all applicable insurance required hereunder is in full force and effect, and that the insurer or insurers (as applicable) will give to the other Party thirty (30) days written notice prior to any cancellation or modification of the applicable insurance together with evidence that all owned, non-owned vehicles to be used by a Party are covered by such insurance. The aggregate limits shall be specific to this Agreement. A one million dollar (\$1,000,000) Umbrella Policy may be used in lieu of per project aggregate. Upon the request of either Party, the road user shall deliver to the requesting Party certificates from the road user's insurance carrier evidencing the insurance coverage required under this Section. Prior to permitting its Respective Permittees to exercise any rights granted herein for commercial purposes, each Party agrees it will require its Respective Permittees to first obtain, and maintain at all times while operating under this Agreement, insurance coverage in the amounts not less than described above. Each Party further agrees it will require its Respective Permittees to have available upon request a certificate from the insurer evidencing that such coverage is in force. Neither Party shall allow such Party's coverages set forth in this Section to be cancelled or modified without giving each Party at least ten (10) days' written notice prior to any cancellation or modification of such coverage.

12. **Assignment.** Each Party may assign its rights and obligations under this Agreement without the prior written consent of the other Party.

13. **Title.** Neither Party warrants the title to the land traversed by the other Party pursuant to this Agreement; neither Party shall have liability of any kind or nature to the other in the event of failure of the title

14. **Intentionally deleted**

15. **Environmental Matters.** The Parties are prohibited from managing, using, transporting, generating and disposing of any Hazardous Substance in violation of Environmental Laws or substances deemed illegal under Applicable Laws on the Easements, Roads, or the Parties' respective

properties. For purposes of this Agreement, the term "**Environmental Laws**" means any federal, state, local law, statute, ordinance, regulation or order and all amendments thereto pertaining to human health, environmental conditions or Hazardous Substances applicable to Weyerhaeuser's Property and Birkenfeld Property, including (without limitation) the Endangered Species Act, 16 U.S.C. § 1531-1544 (1998) and any Amendments thereto (the "ESA"). For purposes of this Agreement, the term "**Hazardous Substance**" shall mean any hazardous or toxic substances, materials or wastes, or pollutants or contaminants as defined, listed or regulated by any Environmental Laws or by common law decision including, without limitation, chlorinated solvents; petroleum products or by-products; asbestos; and polychlorinated biphenyl. In addition to all other indemnities set forth herein, each Party shall save, protect, defend, indemnify, and hold harmless the other Party, its respective property and Respective Permittees, from and against any and all loss, damage, cost, expense, or liability (including reasonable attorney fees) and the reasonable costs of repairs and improvements necessary to return the Easements, Roads, the respective property or any other lands owned by such Party to the physical condition existing prior to undertaking any activity related to any Hazardous Substance to the extent arising out of or attributable to the indemnifying Party's use, manufacture, storage, release, or disposal of a Hazardous Substance or other illegal substance thereupon in violating Applicable Laws, including (without limitation) Environmental Laws. This indemnity shall survive the expiration or earlier termination of this Agreement. In addition to the foregoing, Birkenfeld agrees that Birkenfeld's use any product that contains glyphosate on Weyerhaeuser's Property is prohibited.

16. **Road Damage and Improvements.** Each Party using any portion of the Roads shall repair, or cause to be repaired, at its sole cost and expense, that damage to the Roads occasioned by it which is in excess of that which it would cause through normal and prudent usage of the Roads. Should inordinate damage to the Roads occur which is not caused by an authorized user of the Roads, the Parties hereto shall meet to agree upon the cost of replacement, the Party to undertake the replacement, and the shares of replacement cost to be borne by each user of the Roads. Unless the Parties hereto 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.

17. **Fire Suppression and Control.** Each Party warrants, represents and covenants that it shall:

17.1 Maintain as part of its operation in good and useable condition all the tools and equipment necessary to prevent and suppress fires as required by the Washington Industrial Fire Precaution Levels

17.2 Maintain the Roads free of inflammable debris; and

17.3 Upon discovery of fire in the vicinity of the Roads or a Party's operations, immediately notify appropriate governmental agencies, the other Party and the nearest official forest officer in charge of forest fire control.

18. **Independent Contractor.** It is agreed that neither Party hereto is the agent, servant, or employee of the other Party for any purpose whatsoever.

19. **Counterparts.** This Agreement may be executed in any number of counterparts, whether by facsimile transmission, electronic .pdf version or otherwise, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

20. **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer on any person other than the Parties hereto and their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

21. **Force Majeure.** The Parties shall be free from any liability to one another for delays in delivery or failure to perform due to the failure, fault, or bankruptcy of a third party, acts of God, acts of default of any carrier, acts of any governmental authority, terrorism, suspension of any shipping facility, wars, riots, revolutions, strikes and other labor disputes, port congestion, fires, floods, perils of the sea, sabotage, nuclear incidents, earthquakes, storms, epidemics, or any other contingency of any similar nature beyond the control of either Party. The foregoing shall apply even though any of such causes exist as of the date of this Agreement or occurs after performance is delayed for other causes.

22. **Amendment; Successors and Assigns.** This Agreement may be modified or amended only by a written agreement signed by the Parties, or their applicable permitted successors or assigns. All terms, conditions, representations, and covenants of this Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, successors and assigns. The rights of Birkenfeld hereunder shall be appurtenant to and for the benefit of the Birkenfeld Property and any conveyance of the Birkenfeld Property shall include a conveyance of the Birkenfeld's Easement, regardless of whether the Birkenfeld's Easement is specifically identified in the instrument of conveyance. The rights of Weyerhaeuser hereunder shall be appurtenant to and for the benefit of the Weyerhaeuser's Property and any conveyance of the Birkenfeld Property shall include a conveyance of the Weyerhaeuser's Easement, regardless of whether the Weyerhaeuser's Easement is specifically identified in the instrument of conveyance.

23. **Severability; Relation to Existing Law.** If any provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any Party. Upon any such determination, the Parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible. Notwithstanding any other provision of this Agreement, the invalidation of any provision herein relating to the Parties' remedies shall not be interpreted to prevent an injured Party from seeking actual damages. If subsequent to the date of this Agreement valid State or Federal laws or regulations governing the relationship between Weyerhaeuser and Birkenfeld take effect, this Agreement shall be considered to incorporate such laws or regulations so long as they shall be effective, and any provision of this Agreement in conflict therewith shall during such period be void.



24. **Waiver.** No failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any Party's right to demand strict compliance with the terms hereof; provided, however, that any Party may, at its sole option, waive any requirement, covenant or condition herein established for the benefit of such Party without affecting any of the other provisions of this Agreement.

25. **Subordination.** Any mortgage or deed of trust affecting any portion of the Weyerhaeuser's Easement or the Birkenfeld's Easement shall at all times be subject and subordinate to the terms and conditions of this Agreement, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to all the terms and conditions of this Agreement.

26. **Entire Agreement; Construction.** This Agreement sets forth the entire and complete agreement between the Parties with respect to the subject matter hereof. Any prior agreements, commitments, or representations, express or implied, between the Parties are superseded by this Agreement. This Agreement may be altered, amended, or repealed only by a written instrument executed by both Parties. No provisions of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto by any court or governmental or jurisdictional authority by reason of such Party having been deemed to have structured, written, drafted or dictated such provisions. The Recitals to this Agreement and the Exhibits attached to this Agreement are incorporated herein by this reference. The captions and headings of this Agreement are for convenience only and shall not define, limit, or describe the applicability, scope, meaning, or intent of any provision of this Agreement. Capitalized terms which are defined in the recitals hereof shall have the meaning given.

27. **Attorneys' Fees.** In the event any arbitration, action, suit or legal proceeding is instituted by either Party to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party both reasonable attorney fees and reasonable expert witness fees as determined by the court or arbitration panel, both at trial and on appeal or review and in bankruptcy, whether or not the matter in dispute involves an issue peculiar to federal bankruptcy law. Attorney fees and expert witness fees shall be in addition to other costs and disbursements allowed by law. "**Prevailing Party**" shall be determined by the arbitrator, or any court, as the true prevailing party (not statutorily prevailing party) after taking into consideration any settlement offers made by the Parties and the number and importance of issues to be determined.

28. **Notices.** All notices required or permitted to be given hereunder, or given in regard to this Agreement by one Party to the other, shall be in writing and the same shall be given and be deemed to have been served, given and received (i) if delivered by hand, when delivered in person, (ii) if sent by reputable overnight courier (such as Federal Express or UPS), on the next business day following the date on which the notice was sent, or, or (iii) if mailed, when placed in the United States mail, postage pre-paid, by certified mail, return receipt requested, addressed to the Party at the address hereinafter specified. Any Party may change its address or facsimile number for

notices by giving five days advance written notice to the other Party hereto in the manner provided for herein. Until changed in the manner provided herein, the Parties' respective addresses and facsimile numbers for notices hereunder are as follows:

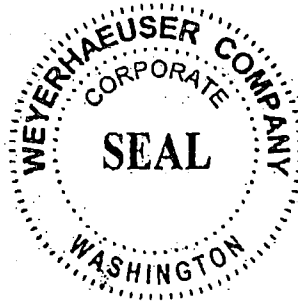
If to Weyerhaeuser:	Weyerhaeuser Company Land Use Manager 3539 Industrial Way #A Longview, WA 98632
With a copy to:	Weyerhaeuser Company Law Dept. HQ7 220 Occidental Avenue South Seattle, WA 98104
If to Birkenfeld:	Birkenfeld Heritage LLC 2642 Szydlo Road Carson, WA 98610
With a copy to:	Jeff Lindberg Landerholm, P.S. PO Box 1086 Vancouver, WA 98666

29. **Governing Law; Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. In addition, the Parties agree that in the event of any dispute concerning this Agreement, venue for any cause of action arising out of, or having to do with, this Agreement shall be, and is, in State or Federal Court in the county in which the Weyerhaeuser Property is located.

[Signatures and notary acknowledgments appear on the following pages]

IN WITNESS WHEREOF, this Agreement is executed on the date of the acknowledgment below but shall be effective for all purposes as of the Effective Date.

WEYERHAEUSER COMPANY



By: Diane M. Meyers  
Printed Name: Diane M. Meyers  
Title: Vice President

STATE OF WASHINGTON )  
COUNTY OF KING )

On this 13<sup>th</sup> day of October, 2020, before me personally appeared Diane M. Meyers to me known to be the Vice President, 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 s/he is 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 mentioned.



Paul A. Hill II  
Notary Public in and for the State of Washington  
Printed Name: Paul A. Hill II  
Residing at: Seattle  
My appointment expires: 10/29/2022

IN WITNESS WHEREOF, this Agreement is executed on the date of the acknowledgment below but shall be effective for all purposes as of the Effective Date.

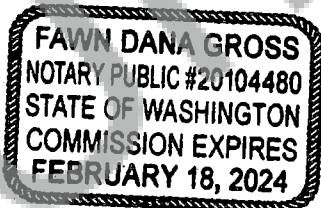
**BIRKENFELD HERITAGE LLC**

Mary Lee Birkenfeld  
Printed Name: MARY Lee Birkenfeld  
Title: Manager

STATE OF Washington  
COUNTY OF Skamania

On this 23<sup>rd</sup> day of October, 2020 before me personally appeared Mary Lee Birkenfeld to me known to be the Manager, of **BIRKENFELD HERITAGE LLC**, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that s/he is authorized to execute said instrument.

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



Fawn Dana Gross  
Notary Public in and for the State of Washington  
My appointment expires: 2.18.2024

**EXHIBIT A**  
**Weyerhaeuser Property Legal Description**

The Northeast Quarter of the Southwest Quarter and that portion of the Southeast Quarter of the Northwest Quarter which lies on the Southeasterly side of the center of Bear Creek, Section 8, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.



**EXHIBIT B**  
**Birkenfeld Property Legal Description**

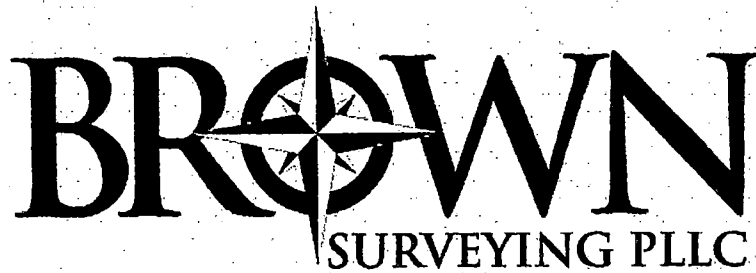
The Northeast quarter of the Northeast quarter; The South half of the Northeast quarter; The North half of the Southeast quarter; Government Lots 1, 2 and 3; all in Section 8, Township 3 North, Range 8 East, in the Willamette Meridian, County of Skamania and State of Washington.

EXCEPTING THEREFROM that portion as set forth in Boundary Line Adjustment recorded in Quit Claim Deed, recorded June 7, 2012 as Auditor File No. 2012180016, more particularly described as follows:

All of the above described property lying Westerly and Southerly of the center of the Wind River.

**EXHIBIT C**  
Birkenfeld Easement

Unofficial  
Copy



January 11, 2020

**LEGAL DESCRIPTION  
FOR  
BIRKENFELD HERITAGE, LLC**

**60 FOOT EASEMENT FOR BIRKENFELD HERITAGE, LLC**

An Easement for ingress, egress, and utilities over a portion of the Northwest quarter and Southwest quarter of Section 8, Township 3 North, Range 8 East, Willamette Meridian, Skamania County, Washington, the centerline of which is described as follows:

Beginning at a Skamania County Brass cap Monument marking the North quarter corner of Section 8, as shown in Book 1 of Surveys, Page 260, Skamania County Auditor's Records, Thence South  $01^{\circ} 34' 55''$  West, along the West line of the Northwest quarter of the Northeast quarter of Section 8, for a distance of 1287.13 feet to the Northwest corner of the Southwest quarter of the Northeast quarter of Section 8;

Thence South  $01^{\circ} 33' 10''$  West along the West line of said Southwest quarter of the Northeast quarter, for a distance of 209.57 feet to the TRUE POINT OF BEGINNING of the 60 foot easement centerline to be described;

Thence South  $43^{\circ} 10' 40''$  West, for a distance of 245.23 feet;

Thence South  $50^{\circ} 48' 56''$  West, for a distance of 337.13 feet

Thence along the arc of a 250.64 foot radius curve to the left, through a central angle of  $24^{\circ} 07' 11''$ , for an arc distance of 105.51 feet;

Legal Description for Birkenfeld Heritage, LLC

**60-FOOT EASEMENT**

January 11, 2020

Page 2

Thence South  $26^{\circ} 41' 45''$  West, for a distance of 196.55 feet;

Thence along the arc of a 190.75 foot radius curve to the left, through a central angle of  $40^{\circ} 35' 11''$ , for an arc distance of 135.12 feet;

Thence South  $13^{\circ} 53' 26''$  East, for a distance of 524.58 feet;

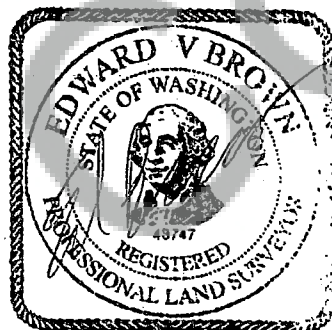
Thence South  $09^{\circ} 04' 52''$  East, for a distance of 258.71 feet;

Thence along the arc of a 153.95 foot radius curve to the left, through a central angle of  $54^{\circ} 39' 08''$ , for an arc distance of 146.85 feet;

Thence South  $63^{\circ} 44' 00''$  East, for a distance of 61.41 feet;

Thence along the arc of a 192.24 foot radius curve to the right, through a central angle of  $19^{\circ} 15' 24''$ , for an arc distance of 64.61 feet;

Thence South  $44^{\circ} 28' 36''$  East, for a distance of 267.47 feet to the West line of the Northwest quarter of the Southeast quarter of said Section 8 and the terminus of said centerline, said point bears North  $01^{\circ} 35' 41''$  East, 504.53 feet from the Southwest corner of the Northwest quarter of the Southeast quarter. (The sidelines of said easement shall be shortened or extended so as to originate on the West line of said Southwest quarter of the Northeast quarter and to terminate on the West line of the Northwest quarter of the Southeast quarter of said section 8).



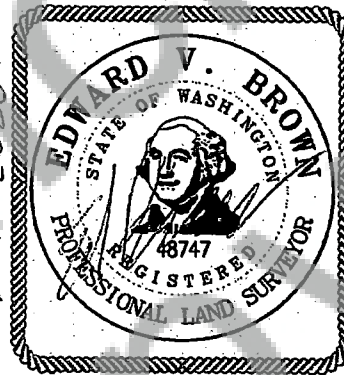
1-11-2020

# EXHIBIT SKETCH

IN THE NE 1/4, SW 1/4, AND NW 1/4 OF  
SECTION 8, T3N, R8E, W.M.  
SKAMANIA COUNTY, WA  
DATE: 1-11-2020

**WEYERHAEUSER CO.**  
(FORMERLY LONGVIEW  
TIMBERLANDS, LLC)  
AFN 2007166332

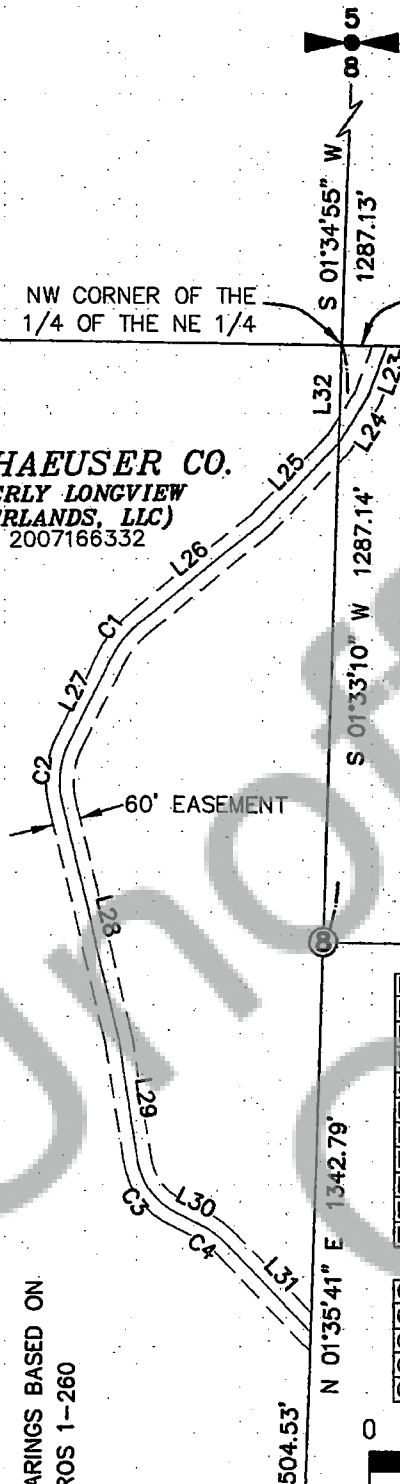
**BIRKENFELD  
HERITAGE, LLC**  
AFN 2014000531



BEARINGS BASED ON  
ROS 1-260

SW CORNER OF THE  
NW 1/4 OF THE SE 1/4

NW CORNER OF THE  
SW 1/4 OF THE NE 1/4



LINE	BEARING	DISTANCE
L23	S 20°46'47" W	116.84'
L24	S 32°30'27" W	117.59'
L25	S 43°10'40" W	245.23'
L26	S 50°48'56" W	337.13'
L27	S 26°41'45" W	196.55'
L28	S 13°53'26" E	524.58'
L29	S 09°04'52" E	258.71'
L30	S 63°44'00" E	61.41'
L31	S 44°28'36" E	267.47'
L32	S 01°33'10" W	209.57'

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH
C1	24°07'11"	250.64'	105.51'
C2	40°35'11"	190.75'	135.12'
C3	54°39'08"	153.95'	146.85'
C4	19°15'24"	192.24'	64.61'



SCALE 1 INCH = 400 FEET



**EXHIBIT D**  
**Weyerhaeuser Easement**

Unofficial  
Copy

# BROWN

SURVEYING PLLC



January 11, 2020

1-11-2020

## LEGAL DESCRIPTION FOR WEYERHAEUSER COMPANY

### 60 FOOT EASEMENT FOR WEYERHAEUSER COMPANY

An Easement for ingress, egress, and utilities over a portion of the Southwest quarter of the Northeast quarter of Section 8, Township 3 North, Range 8 East, Willamette Meridian, Skamania County, Washington, the centerline of which is described as follows:

Beginning at a Skamania County Brass cap Monument marking the North quarter corner of Section 8, as shown in Book 1 of Surveys, Page 260, Skamania County Auditor's Records, Thence South  $01^{\circ} 34' 55''$  West, along the West line of the Northwest of the Northeast quarter of Section 8, for a distance of 1287.13 feet to the Northwest corner of the Southwest quarter of the Northeast quarter of Section 8;

Thence South  $89^{\circ} 22' 13''$  East along the North line of said Southwest quarter of the Northeast quarter, for a distance of 98.97 feet to the TRUE POINT OF BEGINNING of the 60 foot easement centerline to be described;

Thence South  $20^{\circ} 46' 47''$  West, for a distance of 116.84 feet;

Thence South  $32^{\circ} 30' 27''$  West, for a distance of 117.59 feet to the West line of said Southwest quarter of the Northeast quarter and the terminus of said centerline, said point bears South  $01^{\circ} 33' 10''$  West, 209.57 feet from the Northwest corner of said Southwest quarter of the Northeast quarter. (The sidelines of said easement shall be shortened or extended so as to originate on the North line and to terminate on the West line of said Southwest quarter).

# EXHIBIT SKETCH

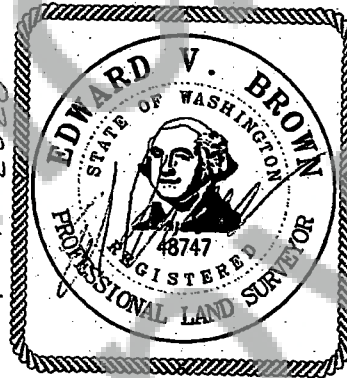
IN THE NE 1/4, SW 1/4, AND NW 1/4 OF  
SECTION 8, T3N, R8E, W.M.

SKAMANIA COUNTY, WA

DATE: 1-11-2020

**WEYERHAEUSER CO.**  
(FORMERLY LONGVIEW  
TIMBERLANDS, LLC)  
AFN 2007166332

**BIRKENFELD  
HERITAGE, LLC**  
AFN 2014000531



BEARINGS BASED ON  
ROS 1-260

SW CORNER OF THE  
NW 1/4 OF THE SE 1/4

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SCALE 1 INCH = 400 FEET

## **EXHIBIT E**

### **Road Rules**

#### **Operational Requirements**

1. After hauling, the Party hauling on the other Party's property shall complete post haul maintenance and shall return the road in as good or better condition than when hauling started.
2. Each Party shall keep all roads open to haul forest or rock products.
3. Each Party shall be responsible for reimbursement for any damage caused to standing timber due to hauling or maintenance.
4. Each Party shall pile any accumulations of slash.
5. Weyerhaeuser shall install a gate on the southern boundary of the Christy's property where the Birkenfeld property starts. Weyerhaeuser and Birkenfeld will split the cost of this farm gate and it will be maintained by both parties.

#### **General Safety and Operations Rules for Weyerhaeuser Roads:**

**DRIVING.** Safe driving practices are required. Vehicle operators must drive to actual conditions and observe the following:

- Maximum speed limit is 25 mph on all private logging roads; slower in most cases.
- Road conditions, bad weather and limited visibility will require slower speeds.
- Always drive to the right side of the road but be aware of hazardous, soft road shoulders. Yield to heavy equipment.
- Do not enter active logging areas, unless authorized. Wait for equipment operators to clearly provide directions.
- Drive with lights on at all times.
- Safety belts must be worn by all passengers when driving on Weyerhaeuser lands.
- Do not block roadways, without prior permission of an authorized Weyerhaeuser representative.
- CB channels may be available for contact with log trucks but do not depend on CBs.
- Drive defensively - assume there is oncoming traffic around every corner and yield to loaded log trucks.

**LAWS.** In addition to Weyerhaeuser Company rules, all Party's must comply with all applicable state and federal laws and regulations.

**PPE.** High-viz. orange clothing, hard-hats and other personal protective equipment are highly recommended and required in active operating areas.

Drug and alcohol use on Weyerhaeuser property is strictly forbidden.

Weapons are not allowed in vehicles while on Weyerhaeuser property.

No off-road motorized vehicles and no driving off-road on Weyerhaeuser Property.

**OPERATING AREAS.** Stay clear of all logging, forestry or road construction activities, equipment, and lines (cable) until you have direct contact with the operator and are instructed that it is safe to proceed and:

- Stay at least 300 feet from feller-buncher equipment or chainsaw fallers (cutting trees). This equipment can throw limbs and chunks long distances. CB channel to contact the operator may be posted at the unit.
- Stay at least 150 feet from log processors - this equipment handles logs tree length and has a large radius that is a hazardous area.

**OBEY ALL SIGNS** (ex. "ROAD CLOSED" sign means you must not go beyond the sign for any reason).

- Even if a unit is not posted with signs, use common sense, and follow the instructions given above.

**GATES** are to be closed after operations has shut down for the day every day.

#### Road Closed Sign Policy

If cutting within two tree lengths of a road, the road must be blocked, posted with signs, or flagged. If there is a live skyline across road, then the road must be blocked, posted with signs, or flagged (even during road changes). Or if other hazards exist that exclude entry into a work area, the road must be blocked, posted with signs, or flagged.

##### **Blocked-**

1. "Road Closed" sign in the middle or side of the road, with a second sign indicating why, "Timber Cutting", "skyline", etc.
2. In addition to signs, physically block road where someone must consciously move the obstruction.
  - a. Firmly mounted orange plastic mesh fencing supported by heavy rope woven through the mesh.
3. If necessary, place "Road Closed Ahead" sign out in front of the job. E.g. cutting on upper end of McCloskey, put "Road Closed Ahead" at bottom of McCloskey.
4. Communicate to all known activity in immediate area.
5. Remove signs at completion of the shift if the hazard is absent.
6. Check signs in heavy rain/wind to see that they are stable.

##### **Flagged-**

1. With thru traffic, at least one flagger is required to control traffic. Flagger must control both ends of the work area or two or more flaggers will be required.
2. Communication between flaggers and bunchers/hand cutters will use an effective form of communication such as:
  - a. CB
  - b. Hand signals
  - c. Audible
  - d. Brush Radio
3. PPE Requirements
  - a. High visibility clothing
  - b. Stop/Slow paddle
  - c. The flagger is required to be out of the vehicle with the Stop/Slow paddle when letting traffic through. If necessary to seek shelter in the vehicle due to weather, position vehicle in the road to block traffic. When traffic arrives, flagger must be out of vehicle with paddle.

##### Approaching a "Road Closed" Sign

1. Do not go through a "Road Closed" sign without permission from the responsible person.
2. If unable to contact the operator:
  - a. Use alternate route
  - b. Contact supervisor
3. If these options fail, do not go through a "Road Closed" sign.