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Skagit County Auditor

8/28/2008 Page 1 of 6 1:52PM

After recording, return to:

**c/o Max M. Miller, Jr.
Tonkon Torp LLP
1600 Pioneer Tower
888 SW Fifth Avenue
Portland, OR 97204**

**AGREEMENT FOR RIGHT OF ENTRY AND RESTRICTION OF USE BETWEEN
STIMSON LUMBER COMPANY**

AND

EQUILON ENTERPRISES LLC D/B/A SHELL OIL PRODUCTS US

THIS IS AN AGREEMENT between Equilon Enterprises LLC d/b/a Shell Oil Products US **EQUILON** ("Equilon"), and **STIMSON LUMBER COMPANY** ("Stimson").

Pursuant to Environmental Protection Agency (EPA) Consent Order 1087-10-19-3008 Stimson has installed and continues to sample monitoring wells to investigate groundwater contamination beneath property at 9056 N. Texas Road, Anacortes, Skagit County, Washington (the "Site"). Equilon has fee title to property just north of the Site commonly known as the Moen property (the "Property") as legally described on the attached Exhibit A. As part of its investigation of the Site, EPA has ordered Stimson to install and monitor monitoring wells on the Property.

Abbreviated legal: Ptn. Gov't Lot 2 in 34-35-2
Tax parcel number: P33496

The parties agree as follows:

Equilon hereby grants to Stimson, its contractors, subcontractors, and their employees and agents a license to enter upon the Property for the purpose of conducting those activities specifically stated in Section 3.4 of the Work Plan ("the Activities") on the Property. Such Activities may include the installation, sampling and monitoring and maintenance of investigative wells and appurtenances thereto and the performance of all acts necessary in

connection therewith consistent with work plans that may be required or approved from time to time in writing by EPA and provided in writing to Equilon. Such license shall continue in force until said activities are completed as required by EPA.

Prior to any entry upon the Property pursuant to this license, Stimson will submit a copy of its proposed plan for those activities to Equilon for its approval, which approval shall not be unreasonably withheld. Equilon shall notify Stimson of its disapproval of such plans within thirty (30) days after receipt by Equilon, or Equilon shall be deemed to approve such plans.

The performance of the activities will be at no cost or expense to Equilon, its affiliates, lessees, licensees, assignees, representatives, grantees and successors. Stimson further agrees not to unreasonably interfere with Equilon's business operations or those of its lessees and other licensees.

Stimson agrees to notify Equilon in writing, as specified below, at least 72 hours in advance of the date or dates that Stimson, its contractors, subcontractors, employees or agents will be on the Property.

Equilon shall have the right to terminate access upon thirty (30) days written notice if in Equilon's sole discretion the Activities unreasonably interfere with Equilon's business operations or those of its lessees and licensees. If access is terminated by Equilon, Stimson shall have the right to re-enter the Property for the purpose of properly abandoning any remaining wells in accordance with the requirements of the government agency with jurisdiction. Equilon shall have the option of properly abandoning the wells in accordance with the requirements of the government agency with jurisdiction without Stimson involvement, and if Equilon so elects, Stimson shall pay the reasonable cost thereof upon receipt from Equilon of all work plans for such abandonment, resulting documentation of such abandonment demonstrating that it was completed in accordance with the requirements of the government agency with jurisdiction, and appropriate invoices.

Stimson agrees that such entry upon the Property shall be limited to the extent necessary for the performance of the activities undertaken by Stimson for the purposes expressed herein. Upon completion of each of the activities upon the Property, Stimson will cause any tools, equipment, or materials placed thereon to be removed and will exercise due diligence to restore the Property to its former condition.

Stimson agrees to provide Equilon with a copy of its site assessment reports regarding Activities on the Property when the same are complete and to provide, upon Equilon's request, interim reports and/ or other data, including, but not limited to, drilling reports.

Stimson agrees to indemnify, defend and hold Equilon and its affiliates, officers, directors, shareholders, employees, agents, insurers, representatives, successors and assigns harmless from liabilities, losses, claims, demands or orders arising out of any

activities performed by Stimson pursuant to this license, including without limitation, injury or death to persons and damage to property. Stimson further agrees to indemnify Equilon for any federal, state or other regulatory action, order or third party claim resulting from contamination discovered on or under the Property, which is demonstrated to have been caused by current or past operations or activities of Stimson, Stimson's predecessors, or Stimson's lessees, licensees or assignees.

Any notice, consent, request, report, demand or other document given to or made upon the Parties hereto shall be in writing and be delivered to or mailed to the receiving Party as specified below:

Equilon: Diane Rusher, HSSE Manager
Shell Oil Products US
Puget Sound Refinery
P.O. Box 622
Anacortes, Washington 98221-0622
Phone: 360-293-1551
Fax : 360-293-1584

Stimson: Mr. Steven Petrin
Stimson Lumber Company
P. O. Box 68
Forest Grove, OR 97116
Phone: (503) 357-2131 X. 137
Fax: (503) 359-3400

Stimson agrees to obtain any and all permits, which may be required for the activities conducted pursuant to the license.

Stimson agrees to provide Equilon with a Certificate of Insurance naming Equilon as an insured party in the amount of \$5,000,000 in liability insurance coverage for the proposed activities.

Equilon agrees that the Property shall be used only for traditional industrial uses, as described in RCW 70.105D.020(14) and defined in and allowed under the City of Anacortes zoning regulations, and that no groundwater may be taken for any use from the Property.

Stimson and Equilon shall cooperate with each other and shall strive to reach consensus on all issues and disputes relating to this Agreement and the Activities through good faith negotiation. Stimson and Equilon agree that should any dispute arise under this license that cannot be amicably resolved, the dispute shall be submitted to a neutral mediating consultant. Stimson shall submit the names of three qualified neutral consultants (persons knowledgeable in environmental law and/or remediation technologies) to Equilon. Equilon shall select one of the three proposed consultants. If all three proposed consultants are



unacceptable to Equilon, Equilon shall propose three neutral consultants, and Stimson shall select one. This process shall continue until an acceptable neutral consultant is agreed upon. Each party agrees to reasonably consider the proposed consultants of the other party and agrees not to unreasonably reject any proposed consultant. After the parties select the neutral consultant and he or she has been retained, the parties shall have twenty (20) calendar days to present in writing their side of the dispute to the neutral consultant, including their proposed positions for the neutral consultant to adopt. Copies of any materials provided to the neutral consultant by one party shall be provided to the other party. The neutral consultant shall resolve the parties' dispute in a manner consistent with the intent and purposes of this Agreement and shall choose between the two positions presented. In addition, the neutral consultant may, before choosing between the two positions presented, propose a new resolution for consideration by the parties. If the parties do not agree to accept any such new resolution proposed, the neutral consultant shall identify its choice as between the two positions presented by the parties. The neutral consultant shall have fifteen (15) calendar days in which to resolve the dispute.

The neutral consultant's decision shall be final and binding upon the parties unless they agree to accept any new resolution proposed by the neutral consultant. The parties shall share equally the costs of the neutral consultant. Each party shall bear its own costs, expenses and attorney's fees associated with the resolution of any disputes other than the cost of the neutral consultant.

This license shall be subject to and enforced and construed pursuant to the laws of the State of Washington.

This license contains the entire understanding of the Parties, and supercedes that certain Agreement For Right of Entry Between Stimson Lumber Company and Shell Oil Products US, effective as of December 9, 2003 which is hereby terminated. Any change, amendment, or alteration must be in writing and signed by both Parties to this license to be effective. This license supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof and thereof.

This license cannot be assigned by Stimson without the prior written consent of Equilon, which consent shall not be unreasonably withheld.

The signatories hereto covenant and represent that each has the authority and legal capacity to enter this Agreement on behalf of that respective Party and that, if a corporation, all required approvals have been obtained prior to the execution hereof.

IN WITNESS WHEREOF, Equilon and Stimson have extended two original copies of this Agreement on the dates shown under their respective signatures, the latter of which being the effective date hereof.

STIMSON LUMBER COMPANY

Signature: *Daniel J. Sweeney*

Daniel J. Sweeney, Vice President
of Human Resources and Risk
Management

Date: 8/15/08

EQUILON ENTERPRISES LLC D/B/A/
SHELL OIL PRODUCTS US

Signature: *Susan G. Kriener*

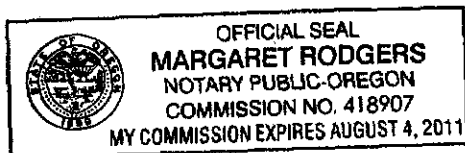
Printed Name: SUSAN G KRIENER

Title: GENERAL MANAGER

Date: AUGUST 12, 2008

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument was acknowledged before me this 15 day of ^{august}~~June~~, 2008, by Daniel J. Sweeney, the Vice President of Human Resources and Risk Management of STIMSON LUMBER COMPANY.



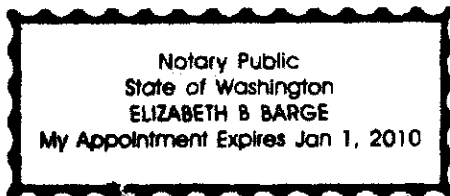
Margaret Rodgers
Notary Public for Oregon
My commission expires: 8-4-2011



STATE OF WASHINGTON)
) ss.
County of Skagit)

On this 12 day of August ~~June~~ 2008, before me personally appeared Susan G. Krienen, to me known to be the General Manager of EQUILON ENTERPRISES LLC D/B/A/ SHELL OIL PRODUCTS US, 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 he/she was 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 written.



Elizabeth B Barge
Notary Public in and for the
State of Washington, residing at
Island County
My commission expires Jan 1, 2010.

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