

After Recording Return To:

Sallye Quinn
Barron Smith Daugert, PLLC
300 N Commercial Street
Bellingham, WA 98227



201608090056

Skagit County Auditor

\$82.00

8/9/2016 Page

1 of 10 3:03PM

ACCESS EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENTS: 839773 and 840067.

GRANTOR: SKAGIT FARMLAND, LLC, a Washington limited liability company

GRANTEE: Goodyear Nelson Timberland One, Inc., Goodyear Nelson
Timberland Two, Inc., Goodyear Nelson Timberland Three, Inc.,
Goodyear Nelson Timberland Four, Inc.

ABBREVIATED LEGAL DESCRIPTION: Lot D SP #PC05-0224; Ptn NE ¼ NE ¼ and Gov. Lots
1 and 2, Sec. 36 Twnsp 35N R4E; Ptn of Gov Lot 5 Sec 30, Twnshp 35N R5E; Ptn Gov Lot 1 Sec.
31, Twnsp 35N, R5E; Ptn SE ¼ NW ¼ and NE ¼ SW ¼ of Sec. 36, Twnsp 35N R4E

ASSESSOR'S TAX/PARCEL NUMBERS: 350530-0-027-007, P40392; 350530-0-036-0006,
P40404; P38416/350436-1-001-0109; P38393/350436-0 001 0119, P96034/350436-0-002-0407;
P95803/350530-0-027-0200; P40454/350531-0-001-0105

Land Title and Escrow 154442-0E

THIS ACCESS EASEMENT ("Agreement") is made this 25 day of July, 2016, by and between
SKAGIT FARMLAND, LLC, a Washington limited liability company ("Grantor") and GOODYEAR
NELSON TIMBERLAND ONE, INC., A DELAWARE CORPORATION, GOODYEAR NELSON
TIMBERLAND TWO, INC., A DELAWARE CORPORATION, GOODYEAR NELSON
TIMBERLAND THREE, INC., A DELAWARE CORPORATION AND GOODYEAR NELSON
TIMBERLAND FOUR, INC. A DELAWARE CORPORATION ("Grantee").

RECITALS

1. Grantor is the owner of certain real property more particularly described on the attached Exhibit A incorporated herein by reference (the "Burdened Property").
2. Grantee is the owner of certain real property more particularly described on the attached Exhibit B incorporated herein by reference (the "Benefitted Property").
3. Grantor's predecessor in interest to the Burdened Property, Genevieve E. Larson ("Larson"), reserved an easement for herself and her heirs over and across the Burdened Property for purposes of construction and use of a road pursuant to that certain instrument recorded under Skagit County

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AUG 09 2016 -

Amount Paid \$
Skagit Co. Treasurer
By *[Signature]* Deputy

Auditor's File No. 839773 (the "Larson Easement"). The Larson Easement does not specifically identify the property to be benefitted by the Larson Easement other than to imply that the easement was to benefit certain property then owned by Genevieve E. Larson to the south of the Burdened Property.

4. In addition, Grantor's predecessor in interest to the Burdened Property, Larson, granted an easement to Lentz Supply, Inc., a Washington corporation ("Lentz") over and across the Burdened Property for ingress and egress pursuant to that certain instrument recorded under Skagit County Auditor's File No. 840067 (the "Lentz Easement"). The Lentz Easement does not specify the property to be benefitted by the easement granted herein. Lentz subsequently assigned its rights in the Lentz Easement to James G. Miller and Margaret T. Miller pursuant to that certain instrument recorded under Skagit County Auditor's File No. 8411050039.

5. A road currently exists on, over and across the Burdened Property and is shown on the Short Plat No. PL05-0224 recorded under Skagit County Auditor's File No. 200509140034 (the "Short Plat") and is marked on the Short Plat as "existing dirt access road easement conveyed by A.F. #840067 (20' wide)" (the "Road").

6. Grantee may be the successor in interest to the beneficial rights under both the Larson Easement and the Lentz Easement and desires to confirm its easement rights over, on and across the Road. Grantor is willing to confirm Grantee's easement rights over, on and across the Road upon the terms and conditions set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in consideration of the promises and mutual covenants contained herein, the parties agree as follows:

AGREEMENT

1. Grant of Easement. Grantor hereby grants and conveys for the benefit of the Benefitted Property a perpetual, non-exclusive easement for ingress and egress over, under and across the existing Road as shown on the Short Plat (the "Road Easement").

1.1 Width Restriction. The Road Easement is limited to 20 feet in width.

1.2 Use Restriction. Use of the Road Easement is limited to purposes reasonably related to the practice of forestry.

1.3 Legal Description. Either Grantor or Grantee shall have the right, at such obtaining party's sole costs and expense, to hire a licensed surveyor to specifically locate Road Easement and this Agreement may be supplemented and amended with and by the legal description of such easement prepared by such licensed surveyor. Any non-obtaining party shall have the right to approve the legal description; however, such approval may not be unreasonably withheld. The non-obtaining parties agree to cooperate with the obtaining party in obtaining the legal description and in supplementing and amending this Agreement as contemplated herein and agrees to take such further steps as are commercially reasonable to effectuate the provisions of this Section 1.3.

1.4 Maintenance. Grantee shall maintain and repair the Road Easement at its sole cost and expense. Notwithstanding the foregoing, nothing in this provision shall prohibit Grantee from requiring other parties with easement rights (as opposed to the right to use the Road by the Grantor as owner of the Burdened Property) in the Road from contributing to the costs of such maintenance and repair.

2. Relinquishment. In consideration of the grant of easement granted in Section 1 of this Agreement, Grantee hereby relinquishes and terminates any rights it may have had to the Larson Easement and Lentz Easement as successor in interest to the parties benefitted by those easements or otherwise. For the avoidance of doubt, Grantee hereby acknowledges and agrees that its sole right and the sole right of the Benefitted Property to the Road is pursuant to the Road Easement granted to it pursuant to this Agreement.

3. Indemnification. Grantee shall indemnify, defend and hold harmless the Grantor from any and all liabilities, claims, damages, expense (including without limitation, reasonable attorneys' fees before and at trial and reasonable attorneys' fees on appeal), judgments, proceedings, and causes of action of any kind whatsoever for injury to or death of any person or damage to any property resulting from or in any way connected with use of the Road Easement, except to the extent caused by the negligent or willful act or omission of the Grantor, its tenants, agents, contractors or employees.

4. Binding Effect. This easement shall run with the land and shall be for the benefit of and binding upon the parties and their respective affiliates, successors, heirs, assigns, tenants, employees, agents, customers and invitees and the customers, employees and invitees of such tenants.

5. Term. The term of this Agreement shall be perpetual.

6. Costs and Attorneys Fees. In the event any suit, action or arbitration proceeding is commenced by a party under this Agreement to enforce its terms or to seek damages or equitable relief in connection with the breach of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs to be fixed by the court or arbitrator, including such fees and costs as may be incurred in any appellate or bankruptcy proceedings.

7. Dispute Resolution. In the event of any dispute, the parties agree to submit the matter to mediation. The mediator shall be selected by the parties. If the parties cannot agree on a mediator, the mediator shall be appointed by the presiding judge of the Superior Court in and for the State of Washington, County of Skagit. If the dispute is not resolved through mediation, the parties agree that it will be submitted to binding arbitration to be conducted in accordance with Washington's Uniform Arbitration Act, RCW 7.04A, as amended from time to time. The arbitrator shall be selected by the parties. If the parties cannot agree on an arbitrator, the arbitrator shall be appointed by the presiding judge of the Superior Court in and for the State of Washington, County of Skagit.

8. Public Dedication. Nothing herein shall be deemed to be a gift or dedication of any portion of the Burdened Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

9. Miscellaneous. This Agreement (including the attached exhibits): (i) represents the entire understanding of the parties with respect to the subject matter covered; (ii) supersedes all prior and contemporaneous oral understandings with respect to such subject matter; (iii) may only be amended in a writing signed by both parties; (iv) shall be executed in two or more counterparts so that each party may retain a fully executed original; (v) shall be governed by the internal laws of the State of Washington without reference to its conflict of laws provisions; (vi) failure of either party at any time to require performance of any provision of this Agreement shall not limit such party's right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself; (vii) any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Agreement, and the remaining provisions shall nevertheless remain in full force and effect; and (viii) the recitals set forth above are incorporated herein.

IN WITNESS WHEREOF, the parties have executed this document as of the date first above written.

GRANTOR:

SKAGIT FARMLAND, LLC

By: Tony Wisdom
Its: Manager

GRANTEE GOODYEAR NELSON
TIMBERLANDS TWO, INC., a Delaware
Corporation:

By: Greg Greenan
Its: attorney / agent

GRANTEE GOODYEAR NELSON
TIMBERLANDS ONE, INC., a Delaware
Corporation:

By: Greg Greenan
Its: attorney / agent
GRANTEE GOODYEAR NELSON
TIMBERLANDS THREE, INC., a Delaware
Corporation:

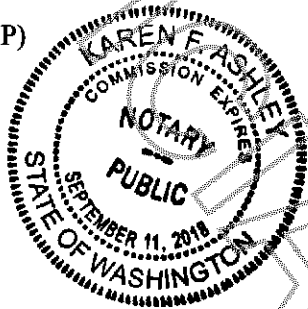
By: Greg Greenan
Its: attorney / agent
GRANTEE GOODYEAR NELSON
TIMBERLANDS FOUR, INC., a Delaware
Corporation:

By: Greg Greenan
Its: attorney / agent

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 27th day of June, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Tony Wisdom to me known to be the Manager of SKAGIT FARMLAND, LLC, a Washington limited liability company, and acknowledged the 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 is authorized to execute the said instrument.

(SEAL/STAMP)

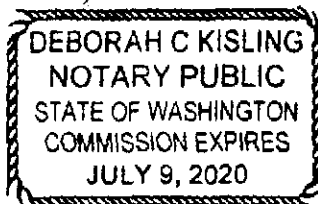


Karen Ashley
NOTARY PUBLIC
Printed Name: Karen Ashley
My Commission Expires: 9-11-2018

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 27th day of July, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Greg Greenan to me known to be the attorney/agent of GOODYEAR NELSON TIMBERLANDS ONE, INC., a Delaware Corporation, and acknowledged the 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 is authorized to execute the said instrument.

(SEAL/STAMP)



Deborah C. Kisting
NOTARY PUBLIC
Printed Name: Deborah C. Kisting
My Commission Expires: 7-9-2020

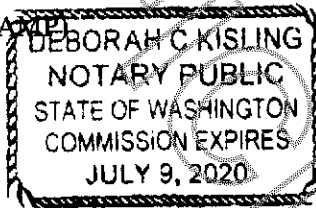
STATE OF WASHINGTON)

) ss.

COUNTY OF WHATCOM)

On this 27th day of July, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Greg Greenan to me known to be the attorney/agent of GOODYEAR NELSON TIMBERLANDS TWO, INC., a Delaware Corporation, and acknowledged the 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 is authorized to execute the said instrument.

(SEAL/STAMP)



Deborah C Kislung
NOTARY PUBLIC
Printed Name: Deborah C Kislung
My Commission Expires: 7-9-20

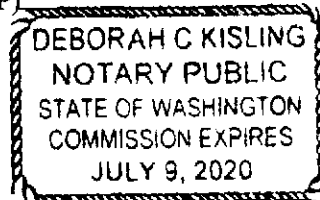
STATE OF WASHINGTON)

) ss.

COUNTY OF WHATCOM)

On this 27th day of July, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Greg Greenan to me known to be the attorney/agent of GOODYEAR NELSON TIMBERLANDS THREE, INC., a Delaware Corporation company, and acknowledged the 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 is authorized to execute the said instrument.

(SEAL/STAMP)



Deborah C Kislung
NOTARY PUBLIC
Printed Name: Deborah C Kislung
My Commission Expires: 7-9-20

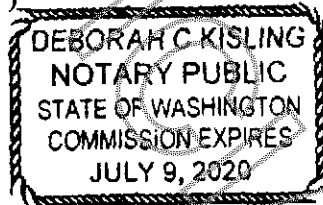
STATE OF WASHINGTON)

) ss.

COUNTY OF WHATCOM)

On this 27th day of July, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Greta Greenan to me known to be the attorney in fact of GOODYEAR NELSON TIMBERLANDS FOUR, INC., a Delaware Corporation company, and acknowledged the 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 is authorized to execute the said instrument.

(SEAL/STAMP)



Deborah C Kislung
NOTARY PUBLIC

Printed Name: Deborah Kislung

My Commission Expires: 7-9-20

EXHIBIT A
Burdened Property

Lot D, Short Plat No. PL 05-0224, approved September 13, 2005, recorded September 14, 2005, under Auditor's File No. 200509140034; being a portion of Government Lot 5, in Section 25, Township 35 North, Range 4 East, W.M.; and being a portion of Government Lots 1 and 2 in Section 36, Township 35 North, Range 4 East, W.M.; and being a portion of Government Lot 5 in Section 30, Township 35 North, Range 5 East, W.M.; and being a portion of Government Lot 1, Section 31, Township 35 North, Range 5 East, W.M.

Situate in the County of Skagit, State of Washington.

EXHIBIT B
Benefitted Property

Tax Parcel Nos. P38416/350436-1-001-0109; P38393/350436-0 001 0119, P96034/350436-0-002-0407; P95803/350530-0-027-0200; P40454/350531-0-001-0105

That portion of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and of Government Lots 1 and 2 in Section 36, Township 35 North, Range 4 East, W.M., and of Government Lot 5 in Section 30, Township 35 North, Range 5 East, W.M., and of Government Lot 1 in Section 31, Township 35 North, Range 5 East, W.M., lying Southerly of the following described line:

Beginning at a point on the East line of said Government lot 5 of said Section 30, which point bears North $0^{\circ}52'37''$ West, a distance of 346.56 feet from the Southeast corner of said Government Lot 5, and which point also bears South $0^{\circ}52'37''$ East, a distance of 238.74 feet from Point "A"; said Point "A" being the intersection of said East line of Government Lot 5 of said Section 30, Township 35 North, Range 5 East, W.M., and the center line of the South Skagit Highway; thence South $29^{\circ}17'11''$ West, a distance of 93.52 feet, thence South $54^{\circ}21'46''$ West, a distance of 287.91 feet; thence South $68^{\circ}09'56''$ West, a distance of 290.52 feet; thence South $73^{\circ}17'32''$ West, a distance of 231.75 feet; thence South $68^{\circ}04'00''$ West along the approximate centerline of a slough, a distance of 1,160.00 feet; thence South $62^{\circ}46'57''$ West along the approximate center line of said slough, a distance of 517.97 feet; thence South $68^{\circ}28'31''$ West, a distance of 329.50 feet; thence North $80^{\circ}08'45''$ West, a distance of 158.55 feet; thence South $84^{\circ}24'30''$ West along the approximate center line of a slough, a distance of 840.00 feet; thence South $53^{\circ}28'40''$ West along said approximate center line of said slough, a distance of 592.89 feet, more or less, to a point on the South line of Government Lot 2 of Section 36, Township 35 North, Range 4 East, W.M., and the terminus of this line description.

Situate in the County of Skagit, State of Washington.

ALSO:

Tax Parcel Nos. P38417/350436-2-001-0008; P38418/350436-3-001-0006

The Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 36, Township 35 North, Range 4 East, W.M.,

EXCEPT that portion conveyed to the Seattle International Railway Company by deed recorded March 21, 1988 in Volume 37 of Deeds, page 227,

ALSO EXCEPT all that portion of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ Section 36, Township 35 North, Range 4 East, W.M., lying Southwesterly of the Northern Pacific Railway Company's right of way,

AND ALSO EXCEPT that right-of-way conveyed to the State of Washington in deed recorded September 6, 1938, under Auditor's File No. 305470, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

ALSO:

Tax Parcel No. P95803

DF-98 PORTION GOVERNMENT LOT 5 LYING SOUTHEASTERLY OF HILL LINE

ALSO:

Tax Parcel No. P96034

DF-98 PORTION OF GOVERNMENT LOT 2 LYING SOUTHERLY OF HILL LINE