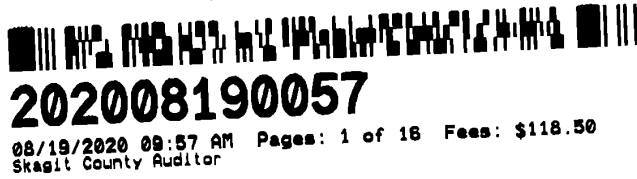


AFTER RECORDING RETURN TO:

ROBERT A. CARMICHAEL  
CARMICHAEL CLARK, PS  
1700 D STREET  
BELLINGHAM, WASHINGTON 98225



**DOCUMENT TITLE:**

Easement Agreement

**REFERENCE NUMBER OF RELATED DOCUMENT:**

Memorandum of Agreement: 201909300112

Quitclaim Deed: 202008190054

Quitclaim Deed: 202008190055

License Agreement: 202008190058

**GRANTOR:**

Sierra Pacific Land & Timber Company, a California corporation

**GRANTEES:**

L. Thomas Moody, a single person

**ABBREVIATED LEGAL DESCRIPTION:**

Ptn SW1/4 of NW1/4 of Sec 11, T35N, R6E; and

Ptn NE1/4 of SW1/4 of Sec 11, T35N, R6E; and

Ptn NW1/4 of SW1/4 of Sec 11, T35N, R6E

Full legal description at pages 9-13.

**SKAGIT COUNTY PROPERTY ID NUMBER(S):**

P41030

P41031

P41013

P67261

**EASEMENT AGREEMENT**

This Easement Agreement ("Agreement") is made and entered into on this 27<sup>th</sup> day of July, 2020, by and between Sierra Pacific Land & Timber Company, a California corporation ("SPL&T" or "Grantor"), and L. Thomas Moody, a single person ("Moody" or "Grantee"). SPL&T and Moody shall be individually referred to as "Party" or collectively as "Parties."

**RECITALS:**

**WHEREAS**, Moody is the owner in fee simple of the real property legally described at **Exhibit A** hereto, commonly known as 7590 Scott Paper Road, Sedro Woolley, Washington, Skagit County Property ID No. P41031 (hereafter "Moody Property" or "Benefited Property"); and

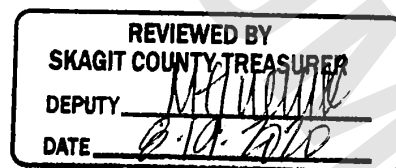
**WHEREAS**, SPL&T is the owner in fee simple of the following real property:

- A parcel legally described at **Exhibit B** hereto, which roughly corresponds with Skagit County Property ID Nos. P41030 and P41014, and was referred to as the "SPL&T Timber Parcel" in the Memorandum of Agreement (defined below); and
- A parcel legally described at **Exhibit C**, which has no address, but which roughly corresponds with Skagit County Property ID No. P41013, and was referred to as the "SPL&T Triangle Parcel" in the Memorandum of Agreement; and
- A parcel legally described at **Exhibit D** hereto, commonly known as 7551 Crown Pacific Main Line Road, Sedro Woolley, Washington, which roughly corresponds with Skagit County Property ID No. P67261, and was referred to as the "SPL&T Pipestem Parcel" in the Memorandum of Agreement; and
- A parcel legally described at **Exhibit E**, which has no address and is assigned no property ID number, but through which a right of way runs, which was referred to as the "SPL&T ROW Parcel" in the Memorandum of Agreement, and which is a portion of the SPL&T Timber Parcel; and

Which shall be collectively referred to herein as the "SPL&T Property"; and

**WHEREAS**, the private road known as "Scott Paper Road" runs across the SPL&T Property; and

**WHEREAS**, Moody has been using Scott Paper Road to access the Moody Property since at least 1970, pursuant to an unrecorded license agreement he signed with SPL&T's predecessor, which is extinguished by both this Agreement and the License Agreement recorded concurrently with this Agreement; and



**WHEREAS**, the Parties entered a Memorandum of Agreement, dated the 17th day of September, 2019, and recorded at Skagit County Auditor File Number 201909300112, to establish the common boundary between Grantor's property and Grantee's property pursuant to RCW 58.04.007 ("Memorandum of Agreement"); and

**WHEREAS**, pursuant to the terms and in consideration of the Memorandums of Agreement, the Parties enter into this Agreement to secure perpetual access to the Moody Property across the SPL&T Property.

**NOW THEREFORE**, in consideration of the terms and provisions of this Agreement, mutual promises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, it is hereby agreed that the following grants, rights, privileges, and obligations shall be established over Grantor's Property for the benefit of the Moody Property:

#### **I. GRANT OF EASEMENT**

- 1.1 Perpetual, Nonexclusive Easement Grant.** Grantor, for valuable consideration receipt of which is hereby acknowledged, grant to Grantees a perpetual, non-exclusive easement for ingress and egress, being in two segments as depicted at **Exhibit F**, attached and fully incorporated herein:

Segment A being thirty feet (30') on either side of the centerline of Scott Paper Road, from its intersection with the northeast/southwest-oriented boundary line of the Moody Property as established in the Memorandum of Agreement at the north end to its intersection with Crown Pacific Main Line Road at the south end ("Segment A"), and

Segment B being twenty feet (20') on either side of the centerline of Scott Paper Road, as it runs from its intersection with Crown Pacific Main Line Road at the north end to its intersection with Hamilton Cemetery Road at the south end ("Segment B"),

Hereinafter referred to as the "Easement."

- 1.2 Purpose.** The Easement granted herein formally provides the owners of the Benefited Property and all of their successors in interest the perpetual right to use the Easement for egress and ingress and utilities, pursuant to the terms and limitations herein.
- 1.3 Limits of Use.** Grantor and Grantee may use the Easement for ingress and egress for their employees, invitees, guests, and anyone seeking to access its individual or

collective properties for any reason, and for utility purposes. Parties shall ensure the Easement remains passable and unblocked.

#### **1.4 Repair and Maintenance.**

**1.4.1 Road Repair and Maintenance.** For the purposes of this Agreement, road repair and maintenance means the work normally necessary to preserve and keep the Easement in its present or improved condition.

#### **1.4.2 Division of Costs.**

Moody shall be solely responsible for road repair and maintenance of Segment A, except as described in Section 1.4.3. As long as Moody remains solely responsible for road repair and maintenance of Segment A, Moody shall perform road repair and maintenance work at his sole discretion. If the Moody Property is subdivided, the owners of the subdivided Property shall enjoy the benefit of the Easement hereby created and shall determine between themselves how to divide responsibility for road repair and maintenance.

Until further notice, SPL&T shall be solely responsible for road repair and maintenance of Segment B, except as described in Section 1.4.3. As long as SPL&T remains solely responsible for road repair and maintenance for Segment B, SPL&T shall perform road repair and maintenance work at its sole discretion. Should SPL&T determine, in its sole discretion, that it is appropriate for the owner(s) of the Moody Property to contribute to road repair and maintenance of Segment B, it shall send notice of such determination per Section 2.8. The owner(s) of the Moody Property shall only be required to contribute a share of costs equal to their proportional use of Scott Paper Road as determined by the Parties at the time SPL&T deems such contribution appropriate.

**1.4.3 Damage to the Easement.** The Parties agree to use the Easement in a manner as to not damage the same. In the event that either Party or either Party's employees, agents, guests or invitees causes damage to the Easement in a manner beyond ordinary wear and tear, the cost of repairing such damage shall be borne solely by the Party causing or responsible for the damage. Should inordinate damage to a road occur which is not caused by an authorized user of said road, the Parties shall meet and attempt to reach an agreement for repairing the road, including the cost of such repair, the Party to undertake the repair, and the share of repair costs to be borne by each Party, which shall be on the basis of each Party's tributary acres beyond the point of damage at the time the damage occurs. Unless the Parties do agree in writing as to each of the foregoing in advance of such repairs being made, then no repairs shall be made, or if such repairs are undertaken by one of the Parties, then all costs of such repairs shall be borne solely by that Party.

- 1.5 Previous Agreements Superseded and Extinguished.** This Agreement supersedes, replaces and extinguishes the unrecorded 1970 license executed by Moody and SPL&T's predecessor in interest and any easement Moody or a predecessor may have had to use any portion of Scott Paper Road, and any other verbal or written easement between a predecessor of Moody and a predecessor of SPL&T for the portions of Scott Paper Road herein described. This Agreement does not supersede the Memorandum of Agreement or any other document contemporaneously executed and recorded.

## **II. GENERAL PROVISIONS**

- 2.1 Run with the Land.** This Agreement and the Easement granted herein shall be deemed to touch and concern the land, and shall, therefore, run with the land in perpetuity. The rights and obligations of the Parties shall inure to the benefit of and be binding upon their heirs, successors and assigns.

- 2.2 Additional Insured.** Grantee shall add Grantor as an additional insured and loss payee on Grantee's homeowner's insurance policy within fifteen (15) days of the recordation of this Agreement and shall maintain homeowner's insurance with Grantee as an additional insured for so long as this Agreement remains effective. Failure to maintain Grantee as an additional insured shall result in this Agreement being automatically terminated.

- 2.3 Indemnification and Hold Harmless.**

**2.3.1 Grantee's Obligations.** The Grantee expressly agrees to appear, defend, indemnify and hold harmless Grantor, its parents, subsidiaries and affiliates, and those persons who were, are now, or shall be contractors, subcontractors, employees or agents thereof (collectively, the "Grantor Indemnitees"), from and against any and all claims, losses, liabilities, judgments and expenses (including reasonable attorneys' fees) arising wholly or partially out of any negligent act, action, omission or default on the part of Grantee, its contractors, subcontractors, employees and agents which pertain to the use of the Easement; except that, Grantee's indemnification and hold harmless obligation shall be proportionally reduced by any negligent act, omission, or default on the part of any Grantor Indemnitee seeking indemnification, or that Grantor Indemnitee's contractors, subcontractors, employees or agents.

**2.3.2 Grantor's Obligations.** Grantor expressly agrees to appear, defend, indemnify and hold harmless the Grantee and those persons who were, are now, or shall be contractors, subcontractors, employees or agents thereof, from and against any and all claims, losses, liabilities, judgments and expenses (including reasonable attorneys' fees)

and arising wholly or partially out of any negligent act, action, omission or default on the part of the Grantor, its contractors, subcontractors, employees and agents which pertain to the use of the Easement; except that Grantor's indemnification and hold harmless obligation shall be proportionally reduced by any negligent act, omission, or default on the part of the Grantee, or Grantee's contractors, subcontractors, employees or agents.

- 2.4 Nonwaiver of Breach.** Failure of any 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.
- 2.5 Expenses and Attorneys' Fees.** The prevailing Party in any action brought to enforce any terms and conditions of this Agreement shall be entitled to the recovery of their reasonable attorney's fees, costs and expenses.
- 2.6 Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any lawsuit filed shall lie exclusively in Skagit County Superior Court.
- 2.7 Complete Agreement – Modification Must be in Writing.** This Agreement constitutes the entire agreement as to the matters contained herein. No oral or written statements shall be considered a part of this Agreement unless expressly incorporated herein in writing. This Agreement may be modified in writing only, upon unanimous mutual agreement of the Parties or the successors in interest.
- 2.8 Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 2.9 Notices.** All notices or demands to be given by any Party to any other Party pursuant to this Agreement shall be deposited in the United States mail, postage prepaid, by certified or registered mail, return receipt requested, and addressed to the Party at issue. Notices and demands sent by mail shall be deemed to have been given and delivered when properly mailed and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.
- 2.10 Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will constitute a single agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first above written.

**GRANTOR:**

Sierra Pacific Industries, Inc.



By: M.D. Emmerson

Its: Chairman and CFO

**GRANTEE:**

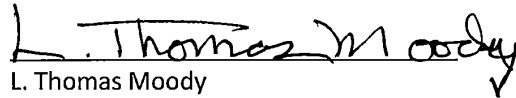
\_\_\_\_\_  
L. Thomas Moody

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first above written.

**GRANTOR:**

Sierra Pacific Industries, Inc.

**GRANTEE:**

  
L. Thomas Moody

By: M.D. Emmerson

Its: Chairman and CFO



**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

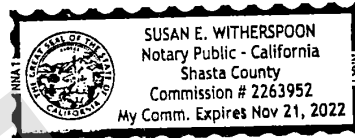
State of California  
County of Shasta )

On July 27, 2020 before me, Susan E. Witherspoon, Notary Public  
(insert name and title of the officer)

personally appeared M. D. Emmerson,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Susan E. Witherspoon (Seal)

State of California )  
 ) §  
 County of \_\_\_\_\_ )

See Attached Certificate

I certify that I know or have satisfactory evidence that M.D. EMMERSON is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the CHAIRMAN AND CHIEF FINANCIAL OFFICER of SIERRA PACIFIC LAND & TIMBER COMPANY, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

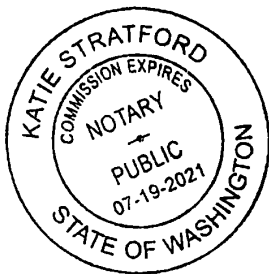
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Print Name: \_\_\_\_\_  
 NOTARY PUBLIC in and for the State of California  
 residing at: \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_

State of Washington )  
 ) §  
 County of SKAGIT )

I certify that I know or have satisfactory evidence that L. THOMAS MOODY is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged to me that he signed the same as his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 27 day of July, 2020.



Katie Stratford  
 Print Name: KATIE STRATFORD  
 NOTARY PUBLIC in and for the State of  
 Washington residing at: MT. VERNON, WA  
 My Commission expires: 7-19-2021

**Exhibit A**

## Legal Description of Moody Property

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M. THENCE S89°13'00"E, (AS PER RECORD OF SURVEY RECORDED UNDER AUDITOR'S FILE # 201904050084) ALONG THE EAST-WEST CENTERLINE OF SECTION 11, 212.39' TO A 5/8" REBAR/CAP, LS# 26303 WHICH IS THE TRUE POINT OF BEGINNING; THENCE N19°25'38"E, 45.31' TO A 5/8" REBAR/CAP, LS 26303; THENCE N42°47'01"E, 291.02' TO A 1" IRON BAR; THENCE N01°37'35"E, 59.93' TO A 1" IRON BAR; THENCE N01°37'35"E, 151.93' TO A 5/8" REBAR/CAP LS 26303, WHICH IS A POINT SET ON A CURVED PORTION OF THE SOUTH LINE OF THE RIGHT OF WAY CONVEYED TO LYMAN TIMBER COMPANY, A CORPORATION, BY DEED RECORDED ON NOVEMBER 3, 1915 IN VOLUME 99 OF DEEDS, PAGE 357, RECORDS OF SKAGIT COUNTY, WASHINGTON, THENCE NORTHEASTERLY ALONG SAID CURVE (CONCAVE TO THE SOUTHEAST) A RADIUS OF 231.92' AND A LENGTH OF 96.19' TO A 5/8" REBAR/CAP, LS 26303 (SAID REBAR BEING N64°27'32"E, 95.50' FROM THE PREVIOUS REBAR/CAP); THENCE N44°43'54"E, 112.35' TO A 5/8" REBAR/CAP, LS 26303; THENCE N87°47'19"E, 179.82' TO A 5/8" REBAR/CAP, LS 26303; THENCE S42°14'14"E, 153.42' TO A 5/8" REBAR/CAP, LS 26303; THENCE S38°19'43"W, 124.41' TO A 5/8" REBAR/CAP LS 26303, WHICH IS A POINT SET ON THE SOUTH LINE OF THE RIGHT OF WAY CONVEYED TO LYMAN TIMBER COMPANY; THENCE S46°15'22"E, 576.48' ALONG SAID SOUTH LINE TO A 5/8" REBAR/CAP LS 26303 SET AT THE INTERSECTION OF SAID SOUTH LINE AND THE EAST-WEST CENTERLINE OF SECTION 11; THENCE N89°13'00"W, ALONG THE EAST-WEST CENTERLINE OF SECTION 11, 1006.21' TO THE POINT OF BEGINNING.

**Exhibit B**

## Legal Description of SPL&amp;T Timber Parcel

ALL OF THE SW1/4 OF THE NW1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M. EXCEPT THE FOLLOWING DESCRIBED TRACT:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M. THENCE S89°13'00"E, (AS PER RECORD OF SURVEY RECORDED UNDER AUDITOR'S FILE # 201904050084) ALONG THE EAST-WEST CENTERLINE OF SECTION 11, 212.39' TO A 5/8" REBAR/CAP, LS# 26303 WHICH IS THE TRUE POINT OF BEGINNING; THENCE N19°25'38"E, 45.31' TO A 5/8" REBAR/CAP, LS 26303; THENCE N42°47'01"E, 291.02' TO A 1" IRON BAR; THENCE N01°37'35"E, 59.93' TO A 1" IRON BAR; THENCE N01°37'35"E, 151.93' TO A 5/8" REBAR/CAP LS 26303, WHICH IS A POINT SET ON A CURVED PORTION OF THE SOUTH LINE OF THE RIGHT OF WAY CONVEYED TO LYMAN TIMBER COMPANY, A CORPORATION, BY DEED RECORDED ON NOVEMBER 3, 1915 IN VOLUME 99 OF DEEDS, PAGE 357, RECORDS OF SKAGIT COUNTY, WASHINGTON, THENCE NORTHEASTERLY ALONG SAID CURVE (CONCAVE TO THE SOUTHEAST) A RADIUS OF 231.92' AND A LENGTH OF 96.19' TO A 5/8" REBAR/CAP, LS 26303 (SAID REBAR BEING N64°27'32"E, 95.50' FROM THE PREVIOUS REBAR/CAP); THENCE N44°43'54"E, 112.35' TO A 5/8" REBAR/CAP, LS 26303; THENCE N87°47'19"E, 179.82' TO A 5/8" REBAR/CAP, LS 26303; THENCE S42°14'14"E, 153.42' TO A 5/8" REBAR/CAP, LS 26303; THENCE S38°19'43"W, 124.41' TO A 5/8" REBAR/CAP LS 26303, WHICH IS A POINT SET ON THE SOUTH LINE OF THE RIGHT OF WAY CONVEYED TO LYMAN TIMBER COMPANY; THENCE S46°15'22"E, 576.48' ALONG SAID SOUTH LINE TO A 5/8" REBAR/CAP LS 26303 SET AT THE INTERSECTION OF SAID SOUTH LINE AND THE EAST-WEST CENTERLINE OF SECTION 11; THENCE N89°13'00"W, ALONG THE EAST-WEST CENTERLINE OF SECTION 11, 1006.21' TO THE POINT OF BEGINNING.

ALSO EXCEPT THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 6 EAST OF W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE NORTH LINE OF THE LYMAN TIMBER COMPANY RIGHT OF WAY THROUGH SAID PROPERTY INTERSECTS THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE SAID NORTH LINE OF THE SAID RIGHT OF WAY A DISTANCE OF 250 FEET; THENCE NORTH 200 FEET; THENCE EAST TO THE EAST LINE OF THE ABOVE DESCRIBED SUBDIVISION; THENCE SOUTH TO THE POINT OF BEGINNING.

**Exhibit C**

## Legal Description of SPL&amp;T Triangle Parcel

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 6 EAST., W.M.; THENCE S89°13'00"E, (AS PER RECORD OF SURVEY RECORDED UNDER AUDITOR'S FILE # 201904050084) ALONG THE EAST WEST CENTERLINE OF SECTION 11, 1322.96' TO THE SE CORNER OF THE SW1/4 NW1/4 OF SECTION 11 AND THE TRUE POINT OF BEGINNING; THENCE N89°13'00"W, 104.36' ALONG SAID EAST-WEST CENTERLINE OF SECTION 11 TO THE INTERSECTION OF SAID EAST-WEST LINE WITH THE SOUTH LINE OF THE LYMAN TIMBER CO. 100' RIGHT OF WAY; THENCE S46°15'22"E, 141.36' ALONG SAID SOUTH LINE TO A POINT ON THE EAST LINE OF THE NW1/4 OF THE SW1/4 OF SECTION 11; THENCE N01°19'25"E, 96.34' TO THE POINT OF BEGINNING.

**Exhibit D**

## Legal Description of SPL&amp;T Pipestem Parcel

THE EAST 2.70 ACRES OF LOT 3, "LIVERMORE'S HAMILTON ACREAGE" AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 87, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING EAST AND NORTH OF LYMAN TIMBER COMPANY'S LOGGING ROAD AND INCLUDING THAT PORTION OF RAILROAD RIGHT OF WAY LYING EAST OF THE EAST LINE OF LOTS 3 AND 4 AND WEST OF THE WEST LINE OF LOTS 2, 5 AND 8, LIVERMORE'S HAMILTON ACREAGE; EXCEPT ROAD RIGHTS OF WAY.

**Exhibit E**

Legal Description of SPL&T ROW Parcel through the SW 1/4 N W1/4 Sec. 11, T 35 N., R 6 E.

A STRIP OF LAND ONE HUNDRED FEET (100FT) WIDE BEING 50 FEET (50FT) ON EACH SIDE OF THE CENTERLINE OF THE LOGGING RAILROAD AS IT IS NOW SURVEYED AND WILL BE DEFINITELY SITUATED IN THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER OF SECTION 10 (10) AND THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION ELEVEN (11) ALL IN TOWNSHIP THIRTY FIVE (35) NORTH OF RANGE SIX (6) EAST, W.M.

THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 6 EAST., W.M.; THENCE S89°13'00"E, (AS PER RECORD OF SURVEY RECORDED UNDER AUDITOR'S FILE # 201904050084) ALONG THE EAST WEST CENTERLINE OF SECTION 11, 1322.96' TO THE SE CORNER OF THE SW1/4 NW1/4 OF SECTION 11; THENCE N89°13'00"W, 30.99' ALONG SAID EAST-WEST CENTERLINE OF SECTION 11 TO THE INTERSECTION OF SAID EAST-WEST LINE WITH THE CENTERLINE OF THE LYMAN TIMBER CO. 100' RIGHT OF WAY, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE N46°15'22"W, 726.52' ALONG SAID CENTERLINE TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 281.92'; THENCE WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 418.93'; THENCE TANGENT TO SAID CURVE S48°36'04"W, 286.94' TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 699.03'; THENCE ALONG SAID CURVE AN ARC LENGTH OF 218.55' TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 234.93'; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 100.18'; THENCE TANGENT TO SAID CURVE S54°46'39"W, 34.63' TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1661.03'; THENCE ALONG SAID CURVE AN ARC LENGTH OF 66.39' TO A POINT ON THE EAST-WEST CENTERLINE OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 6 EAST OF W.M. SAID POINT BEING N87°30'30"W, 119.23' FROM THE EAST ¼ CORNER OF SAID SECTION 10.

# EXHIBIT F T. MOODY EASEMENT AGREEMENT

