### TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that, subject to the terms of this Temporary Construction Easement (this "Agreement"), Stimson Lumber Company, an Oregon corporation ("Grantor"), hereby grants, bargains, sells and conveys unto Tillamook County, a political subdivision of the State of Oregon ("Grantee"), a temporary construction easement (the "Easement") for the purpose of constructing road approaches and related construction as described herein and for no other use in, upon, and across real property located in Tillamook County, State of Oregon, and more particularly described on Exhibit "A" and depicted on the Exhibit Map, both attached to and made a part hereof (such property, the "Easement Area").

- 1. **Consideration**. In consideration for the Easement, Grantee has paid to Grantor good and valuable consideration.
- 2. **Reservation of Rights**. Grantor shall be entitled to the continued use of the Easement Area for any purpose not inconsistent with the rights granted to Grantee hereunder.
- 3. **Road Approaches**. Grantee shall construct four road approaches and gates adjacent to such approaches in accordance with plans and specifications approved by Grantor at the following station locations (collectively, the "Road Approaches"):
  - a. 332+62 LT, to extend approximately 145 feet from the centerline of the road to be constructed on the public right-of-way (the "Road") as depicted on Exhibit "A";
  - b. 332+62 RT, to extend approximately 130 feet from the centerline of the Road as depicted on Exhibit "A";
  - c. 343+00 RT, to extend approximately 100 feet from the centerline of the Road and not to exceed a width of 40 feet in a location approved by Grantor; and
  - d. 362+50 RT, to extend approximately 110 feet from the centerline of the Road as depicted on Exhibit "A".

Grantee shall construct the Road Approaches in a good and workmanlike manner in compliance with applicable law. The cost of all improvements to the Easement Area, including the Road Approaches, shall be the sole responsibility of Grantee.

- 4. **Binding Effect; Term**. The Easement shall run with the land and is binding on Grantor, its heirs or assigns until the earlier of (a) three years from the Effective Date or (b) completion of the Road Approaches. Notwithstanding the foregoing, Grantee acknowledges that the rights granted to and duties assumed by Grantee under this Agreement may not be assigned or delegated by Grantee without the express written consent of Grantor, which may be withheld in Grantor's sole discretion.
- 5. **Timber.** Grantor reserves to itself all timber now on or hereafter growing on Grantor's property, including on the Easement Area. With prior written approval from Grantor, Grantee shall have the right to cut timber upon the Easement Area to the extent necessary for constructing the Road Approaches. Timber cut shall, unless otherwise agreed to, be cut into logs of lengths specified by Grantor and decked along the Road Approaches for disposal by Grantor.
- 6. As-Is. Grantor makes no representations or warranties to Grantee or any person as to the safety, suitability, conditions, qualities or characteristics of the Easement Area. Grantee accepts the Easement Area pursuant to this Agreement AS IS, with all faults, known or

unknown, and subject to all matters of public record.

- 7. **No Public Dedication**. Nothing contained in this Agreement shall be deemed a gift or dedication of any portion of the Easement Area to the general public or for any public purpose whatsoever.
- 8. **Indemnity**. Grantee shall indemnify, defend and hold Grantor harmless from any and all claims, debts, losses, liabilities, damages, costs and expenses, including reasonable attorney fees arising out of or related to: (a) constructing the Road Approaches; (b) breach of this Agreement; and (c) any negligence or misconduct of Grantee, its agents and invitees.
- 9. Existing Matters of Record. The Easement is subject to all liens, encumbrances, restrictions, and other matters of record in existence as of the Effective Date.
- 10. Liens; Taxes. Grantee shall keep Grantor's property free from liens arising in any manner out of the activities of Grantee and shall promptly discharge any such liens that are asserted. Grantee shall pay all taxes and/or assessments that may become chargeable against the Easement.
- 11. **Grantor Not Liable**. In no event shall Grantor be liable for any damage to, or loss of personal property or equipment sustained by Grantee within the Easement Area, whether or not it is insured.
- 12. **Default and Remedies**. In the event of a default by Grantor or Grantee, the non-defaulting party may seek any and all remedies permitted by law.
- 13. **Insurance**. Grantee shall at all times maintain in full force and effect commercial general comprehensive liability insurance covering the Easement Area and use of the Easement Area in an amount not less than \$2,000,000 combined single limit coverage. Grantor and others required by Grantor shall be named as additional insureds on such insurance policy. Grantee's insurance policies shall be primary and noncontributory, and shall provide a waiver of subrogation or consent to a waiver of right to recovery and the insurance company shall not make any claim or seek recovery from Grantor for any loss or damage.
- 14. **Attorney Fees**. If either party brings an action, including any proceeding in bankruptcy court, to enforce the terms of this Agreement or to declare rights under this Agreement, the prevailing party at any such action, on trial and on appeal, shall be entitled to its reasonable attorney fees to be paid by the losing party as fixed by the court.
- 15. Entire Agreement; Modification. This Agreement contains the entire and integrated agreement of the parties with respect to any matter mentioned herein. This Agreement may be modified or amended only by a writing signed by the parties in interest.
- 16. **Severability**. The determination that any provision of this Agreement is invalid or unenforceable shall not affect the validity or enforceability of the remaining provisions or of that provision under other circumstances. Any invalid or unenforceable provision shall be enforced to the maximum extent permitted by law.

- 17. **Interpretation.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The word "shall" is intended to have a mandatory meaning.
- 18. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Dated this \_\_\_\_\_\_, 2021 ("Effective Date").

[Signature Page Follows]

GRANTOR:

Stimson Lumber Company

Daniel McFall, Chief Financial Officer and Chief Operating Officer

STATE OF OREGON ) ) ss. County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_\_, 2021, by Daniel C. McFall as Chief Financial Officer and Chief Operating Officer of Stimson Lumber Company.

Notary Public for Oregon My commission expires: Grantee: Tillamook County, a political subdivision of the State of Oregon

Mary Faith Bell, Chair Tillamook County Board of Commissioners

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## Rarcel 1 - Fee - Road Right of Way, Slope and Drainage Maintenance

A parcel of land in the Northeast Quarter and the South Half of Section 18, Township 1 South Range 10 West, W.M., Tillamook County, Oregon; said parcel being a portion of that property described in that Deed to Stimson Lumber Company recorded as Instrument No. 2006-006098, Records of Tillamook County, Oregon; and being that portion of said property included in a strip of land of variable width between Engineer's Stations 297+56.12 and 374+46.94 of Federal Highway Administration Project "OR TILLAMOOK \$780(1) Cape Meares Road Relocation", the center line of said project being described as follows:

Beginning at Engineer's center line Station 297+56.312, being the intersection of the easterly line of said Section 18 and said centerline, said station being S 02°42'58" W. a distance of 39.12 feet from the Northeast corner of Section 18, Township 1 South, Range 10 West, Willamette Meridian; thence along a 358.42 foot radius curve right a distance of 39.71 feet to Station POT 297+95.82, thence S 83°13' 30" W a distance of 3.31 feet to Station PI 297+9 13; thence S 82/19' 14" W a distance of 161.16 feet to Station PC 299+60.29; thence along a 350.00 foot radius curve left a distance of 590.66 feet (long chord bearing S 33° 58 29" W, 523.02 feet) to Station PT 305+50.95; thence S 14°22'16" E a distance of 310.47 feet to Station PC 308+61.41; thence along a 485.00 foot radius curve right a distance of 228.81 feet (long chord bearing S 0°51'21" E, 226.69 feet) to Station PT 310+90/22; thence S 12°39'33" W a distance of 96.24 feet to Station PC 311+86.46; thence along a 485.00 foot radius curve left a distance of 102.71 feet (long chord bearing \$ 06°35'32 W, 102.52 feet) to Station PT 312+89.17; thence S 00°31'32" W a distance of 536.55 feet to Station PC 318+25.72; thence along a 340.00 foot radius curve right a distance of 398,63 feet (long chord bearing S 34°06'47" W, 376.18 feet) to Station PT 322+24.34; thence S 67°42'03" W a distance of 341.22 feet to Station PC 225+65.56; thence along a 340.00 foot radius curve left a distance of 372.64 feet (Jong chord bearing S 36°18'11 W, 354.26 feet) to Station PT 329+38.20; thence S 04°54'20" W a distance of 185.29 feet to Station PC 331+23.49; thence along a 340.00 foot radius curve right a distance of \$59.94 feet (long chord bearing S 35°14'00/W, 343.36 feet) to Station PT 334+83.43 thence S 65°33'40" W a distance of 636.94 feet to Station PC 341+20.37; thence along 650.00 foot radius curve right a distance of 131.18 feet (long chord bearing S 71°20°34" W, 130.96 feet) to Station PT 342451.55; thence S 77°07'28" W a distance of 108.87 het to Station PC 343+60.42; thence along a 650.00 foot radius curve left a distance of 29.32 feet (long chord bearing S 71°25'29" W, 129.11 feet) to Station PT 344+89.75; thence S 65°43'30" W a distance of 274.26 feet to Station PC 347+64.01; thence along a 340.00 foot radius curve left a distance of 188.37 feet (long chord bearing S 49°51'13" W, 185.37 feet) to Station PT 349+52.38; thence S 33°58'55" W a distance of 175.87 feet to Station PC 351/28.25; thence along a 300.00 foot radius curve right a distance of 494.54 feet (long chord bearing S 81°12'25" W, 440.42 feet) to Station PT 356+22.78; thence N 51 34'05" a distance of 92.31 feet to Station PC 357+15.09; thence along a 240.00 foot radius

curve left a distance of 102.40 feet (long chord bearing N 63°47'29" W, 101.63 feet) to tation PT 358+17.49; thence N 76°00'54" W a distance of 568.46 feet to Station PO 363+85.95; thence along a 231.00 foot radius curve right a distance of 147.65 feet (long chord bearing N 57°42'12" W, 145.15 feet) to Station PT 365+33.60; thence N 39°23'30" W a distance of 147.42 feet to Station PC 366+81.02; thence along a 231.00 foot radius curve left a distance of 446.47 feet (long chord bearing S 85°1/21" W, 380.15 feet) to Station PT 371+27.48; thence S 29°52'12" W a distance of 248.91 feet to Station PC 373+76.39; thence along a 340.00 foot radius curve left a distance of 412.37 feet (long chord bearing S 04°52'32" E, 387.55 feet) to Station PT 377+88.76; thence S 39°37 6" E a distance of 155.70 feet to Station PC 379444.46; thence along a 280.00 foot radius curve right a distance of 763.79 feet (long chord bearing S 38°31'30" W, 548.06 feet) to Station PT 387+08.25; thence M 63°19'44" W a distance of 96.18 feet to Station PC 388+04.43; thence along a 340.00 foot radius curve left a distance of 183.70 feet long chord bearing N 78°48'25" W, 181.47 feet) to Station PT 389+88.13; thence S 85°42'53" W a distance of 37.88 feet to Station POT 390+26.00, said point being 420.12 feet North and 378.46 feet East of the Southwest corner of said Section 18.

Bearings are based upon the Oregon North SPCS NAD83(2011).

The width in feet of said strip of land is as follows:

				X
	Station	to	Station	Easterly and Southeasterly Side of Center Line
	297+56.12		321+11.50	0' centerline with section 18 line to 680.56'
	321+11.50		320+88/04	680.56' in a straight line to 40.00'
	320+88.04		324+89.09	
	324+89.09		328+31.60	4000' in a straight line to 35.83'
	328+31.60		331+08.53	
	331+08.53		331+33.76	
	331+33.76		331+50.00	
	331+50.00		354+00.00	
	354+00.00		355+60.00	65.00' in a straight line to 120.00'
	355+60.00		357+15.09	
	357+15.09		358+52.51	65.00'
	358+52.51		347+31.86	65.00' with property line to 0' centerline
		<i>(</i>		reconstruction and the reflection of the provide second seco
	Station	to	Station	Westerly and Northwesterly Side of Center Line
	305+59.95		312+89.17	70.00'
	312+89.17		323+25.00	85.00'
	322+25.00		323+95.00	85.00' in a straight line to 40.00'
	323+95.00		325+65.56	<u> </u>
1	325+65.56		327+00.00	140.00' in a straight line to 100.00'
0	327+00.00		349+52.38	
	349+52.38		356+22.78	

956+22.78 363+85.95 371+27.48 373+76.39

363+85.95 371+27.48 373+76.39 374+46.94 90.00' 80.00' 80.00' in a straight line to 60.00' 60.00'

EXCEPT therefrom Oceanside Water District Parcel, Tillamook County Survey Records, CS B-3567, Book 160, Page 176,

EXCEPT therefrom Green Crow Corporation Parcel, Tillamook County Records, Document. No. 409837.

EXCEPT therefrom County Right of Way Parcel, Tillamook County Records, Book 167, pages 226-228.

Said parcel being more particularly described in "Exhibit A", attached hereto and made a part thereof.

This parcel of land contains 42.73 acres, more or less.

# Parcel 2 – Temporary Easement for Work Area (3 years, or duration of Project, whichever is sooner)

A parcel of land in the Southeast Quarter of Section 18, Township 1 South, Range 10 West, W.M., Tillamook County, Oregon; said parcel being a portion of that property described in that Deed to Stimson Lumber Company recorded as Instrument No. 2006-006098, Records of Tillamook County, Oregon; and being that portion of said property included in a strip of land 80.00 feet in width between Engineer's Stations 332+50.00 and 333+20.00 of Federal Highway Administration Project "OR TILLAMOOK B780(1) Cape Meares Road Relocation", which center line is described in Parcel 1, and as shown on "Exhibit A":

The width in feet of said strip of land is as follows:

Station	to Station		Southeasterly Side of Center Line
332+45.00		333+20.00	80.00' in a straight line to 120'
333+20.00		333+55.00	120.00' in a straight line to 120'

EXCEPT therefrom Parcel 1.

This parcel of land contains 0.14 acres, more or less.

# Parcel 3 – Temporary Easement for Work Area (3 years, or duration of Project, whichever is sooner)

A parcel of land in the Southeast Quarter of Section 18, Township 1 South, Range 10 West, W.M., Tillamook County, Oregon; said parcel being a portion of that property described in that Deed to Stimson Lumber Company recorded as Instrument No. 2006-006098, Records of Tillamook County, Oregon; and being that portion of said property included in a strip of land 80.00 feet in width between Engineer's Stations 332+50.00 and 333+20.00 of Federal Highway Administration Project "OR TILLAMOOK B780(1) Cape Meares Road Relocation", which center line is described in Parcel 1, and as shown on "Exhibit A":

The width in feet of said strip of land is as follows:

Station	to	Station	Northwesterly Side of Center Line
331+23.46		333+20.00	155.00' in a straight line to 155.00'

EXCEPT therefrom Parcel 1.

This parcel of land contains 0.17 acres, more or less.

# Parcel 4 – Temporary Easement for Work Area (3 years, or duration of Project, whichever is sooner)

A parcel of land in the Southwest Quarter of Section 18, Township 1 South, Range 10 West, W.M., Tillamook County, Oregon; said parcel being a portion of that property described in that Deed to Stimson Lumber Company recorded as Instrument No. 2006-006098, Records of Tillamook County, Oregon; and being that portion of said property included in a strip of land 135.00 feet in width between Engineer's Stations 362+05.00 and 362+85.00 of Federal Highway Administration Project "OR TILLAMOOK B780(1) Cape Meares Road Relocation", which center line is described in Parcel 1, and as shown on "Exhibit A":

The width in feet of said strip of land is as follows:

Station	to	Station	Northerly Side of Center Line					
362+05.00		362+85.00	135.00'					
EXCEPT therefrom Parcel 1.								

This parcel of land contains 0.08 acres, more or less.

ROW ELEMENTS (Left Side)									
).	TYPE	RADIUS	TURNS	BEARING	LENGTH	LENGTH			
)2	Line	N/A	N/A	\$83°13'30W	3.31'	N/A			
)1	Curve	218.31'	Rt	N20°53'43"E	113.15'	114.456'			
)2	Line	N/A	N/A	N35°54'53"E	170.43'	N/A			
)3	Curve	258.10'	Rt	N59°35'45"E	207.33'	213.351'			
)4	Line	N/A	N/A	N83°16'36"E	146.81'	N/A			
)5	Curve	458.10'	Lt	N81°48'20"E	22.70'	22.702'			
)6	Line	N/A	N/A	S02°42'58"W	2385.69'	N/A			
		Element nur	nbers L007	-L016 no longer	used.				
.7	Line	N/A	N/A	N38°58'33"W	728.00'	N/A			
)1	Line	N/A	N/A	N38°58'33"W	45.73'	N/A			
)2	Line	N/A	N/A	S51°32'35"W	260.59'	N/A			
20	Line	N/A	N/A	S51°32'35"W	302.89'	N/A			
21	Line	N/A	N/A	S03°49'27"W	264.19'	N/A			
2	Line	N/A	N/A	S52°29'33"E	52.42'	N/A			
!3	Line	N/A	N/A	S68°01'59"W	40.39'	N/A			
.4	Curve	405.00'	Rt	S37°28'00"W	381.45'	397.176'			
25	Line	N/A	N/A	S65°33'40"W	636.94'	N/A			
26	Curve	715.00'	Rt	S71°20'34"W	144.05'	144.299'			
27	Line	N/A	N/A	S77°07'28"W	108.87'	N/A			
8	Curve	585.00'	Lt	S71°25'29"W	116.20'	116.389'			
.9	Line	N/A	N/A	S65°43'30"W	274.27'	N/A			
0	Curve	275.00'	Lt	\$49°51'13"W	150.41'	152.355'			
31	Line	N/A	N/A	S33°58'55"W	175.87'	N/A			
32	Line	N/A	N/A	S38°43'09"W	60.29'	N/A			
3	Line	N/A	N/A	N02°31'06"E	17.76'	N/A			
34	Line	N/A	N/A	N86°02'59"W	17.33'	N/A			
)5	Line	N/A	N/A	N86°02'59"W	555.29'	N/A			
8	Line	N/A	N/A	N86°02'59"W	94.35'	N/A			
9	Line	N/A	N/A	N86°02'59"W	1205.53'	N/A			
		Element nu	mbers L40	-L44 no longer ι	used.				
L045 Line N/A N/A N86°02'59"W 75.34' N/A									
)7	Line	N/A	N/A	N86°02'59"W	83.52'	N/A			

CAPE MEARES ROAD REALIGNMENT - STIMSON PARCEL									
ROW ELEMENTS (Right Side)									
NO.	TYPE	RADIUS	TURNS	BEARING	LENGTH	LENGTH			
R001	Curve	218.31'	Lt	S02°44'53"E	65.47'	65.716'			
R002	Line	N/A	N/A	S11°22'18"E	84.01'	N/A			
R003	Curve	320.37'	Rt	S03°49'41"W	167.99'	169.981'			
R004	Curve	415.00'	Rt	S00°23'36"E	187.45'	189.083'			
R005	Line	N/A	N/A	\$12°39'33"W	96.24'	N/A			
R006	Curve	555.00'	Lt	S06°35'32"W	117.32'	, 117.535'			
R007	Line	N/A	N/A	N89°28'28"W	15.00'	N/A			
R008	Line	N/A	N/A	S00°31'32"W	536.55'	N/A			
R009	Curve	255.00'	Rt	S34°06'47"W	282.14'	298.970'			
R010	Line	N/A	N/A	S67°42'03"W	100.66'	N/A			
R011	Line	N/A	N/A	N74°08'31"W	89.02'	N/A			
R012	Line	N/A	N/A	S67°42'03"W	170.56'	N/A			
R013	Line	N/A	N/A	S44°07'39"W	184.91'	N/A			
R014	Curve	440.00'	Lt	S24°58'32"W	301.99'	308.256'			
R015	Line	N/A	N/A	S04°54'20"W	185.30'	N/A			
R016	Curve	240.00'	Rt	S35°14'00"W	242.37'	254.074'			
R017	Line	N/A	N/A	S65°33'40"W	636.94'	N/A			
R018	Curve	550.00'	Rt	S71°20'34"W	110.81'	111.000'			
R019	Line	N/A	N/A	S77°07'28"W	108.87'	N/A			
R020	Curve	750.00'	Lt	S71°25'29"W	148.97'	149.216'			
R021	Line	N/A	N/A	S65°43'30"W	274.27'	N/A			
R022	Curve	440.00'	Lt	S49°51'13"W	240.66'	243.768'			
R023	Line	N/A	N/A	N56°01'05"W	10.00'	N/A			
R024	Line	N/A	N/A	S33°58'55"W	175.87'	N/A			
R025	Curve	190.00'	Rt	S81°12'25"W	278.93'	313.208'			
R026	Line	N/A	N/A	S38°25'55"W	20.00'	N/A			
R027	Line	N/A	N/A	N51°34'05"W	92.30'	N/A			
R028	Curve	330.00'	Lt	N63°47'29"W	139.74'	140.805'			
R029	Line	N/A	N/A	N76°00'54"W	568.46'	N/A			
R030	Line	N/A	N/A	S13°59'06"W	10.00'	N/A			
R031	Curve	151.00'	Rt	N57°42'12"W	94.88'	96.519'			
R032	Line	N/A	N/A	N39°23'30"W	147.42'	N/A			
R033	Curve	311.00'	Lt	S85°14'21"W	511.80'	601.086'			
R034	Line	N/A	N/A	S25°16'34"W	249.71'	N/A			
R035	Curve	400.00'	Lt	S23°55'33"W	82.85'	82.995'			
R036	Line	N/A	N/A	S86°02'59"E	20.65'	N/A			

#### OR TILLAMOOK B780(1) CAPE MEARES ROAD RELOCATION

Surveyed by: FEDERAL HIGHWAY ADMINISTRATION 610 East 5th Street Vancouver, WA 98661 Date: April, 2017

### Drawing by:

USDOT/FHWA/WFLHD Date: July, 2021

### NO SCALE

Survey Performed with:

Basis of Bearings:

Coordinates and Elevations: Oregon North SPCS NAD83(2011)

Orthometric Elevations based on NAVD88 GEOID12b

International Feet

TILLAMOOK COUNTY, OREGON RIGHT-OF-WAY Description of Land: Parcel 001 Stimson Lumber Company 520 SW Yamhill ST STE 700 Portland, OR 97204-1330 T. 1 S., R. 10 W., Willamette Meridian, Section 18: NE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub> Right-of-Way in Acres (Exhibit A) Total ROW: 42.73 Existing ROW: N/A Acquired ROW: 42.73

Const. Easement: 0.31

Sheet 1 of 6

EXHIBIT A









