

RECORDING COVER SHEET

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon and does NOT affect the instrument.

ORS 205.234

This space reserved for use by

OFFICIAL YAMHILL COUNTY RECORDS
KERI HINTON, COUNTY CLERK

202511958

After recording return to: ORS 205.234(1)(c)
Weyerhaeuser Company
220 Occidental Avenue South
Seattle, WA 98104
Attn: Land Title



\$122.00

12/03/2025 02:48:09 PM

DMR-DRDMR Cnt=1 Pgs=8 Stn=1061 MORRISONK
\$41.00 \$10.00 \$11.00 \$60.00

1. Title(s) of the transaction(s) ORS 205.234(1)(a)
Amendment To Deed Restriction

2. Direct party(ies) / grantor(s) Name(s) ORS 205.234(1)(b)
Weyerhaeuser Company

3. Indirect party(ies) / grantee(s) Name(s) ORS 205.234(1)(b)
Yamhill County

4. True and actual consideration:
ORS 205.234(1)(d) Amount in dollars or other
\$ _____
Other: _____

5. Send tax statements to: ORS 205.234(1)(e)
Same _____

6. Satisfaction of lien, order, or warrant:
Check one (if applicable) ORS 205.234(1)(f)
 FULL PARTIAL

7. The amount of the monetary obligation imposed by the lien, order, or warrant: ORS 205.234(1)(f)
\$ _____

8. Previously recorded document reference: _____

9. If this instrument is being re-recorded, complete the following statement: ORS 205.244(2)
Re-recorded at the request of: _____
To correct: _____
Previously recorded in Book/Reel _____ and Page _____, or as Fee /Instrument number _____

Prepared by:
Micah Bobo
Weyerhaeuser Company
220 Occidental Ave South
Seattle, WA 98104
Phone: 206-539-4668

Title: AMENDMENT TO DEED RESTRICTION

Grantor: Weyerhaeuser Timber Holdings, Inc, a Delaware Corporation

Grantee: Yamhill County, a political subdivision of the State of Oregon

Assessor's Property Tax Parcel: R450600100, R450600200, R450600300, R450500100

AMENDMENT TO DEED RESTRICTION

This Amendment to Deed Restriction ("**Amendment**") is made and entered into by WEYERHAEUSER TIMBER HOLDINGS, INC., a Delaware corporation ("**Weyerhaeuser**" or "**Grantor**"), and YAMHILL COUNTY, a political subdivision of the State of Oregon (collectively, "**Owner**" or "**Grantee**"). This Amendment is effective as of the last date of notarization by either Weyerhaeuser or Owner, as indicated beneath their signatures below. Weyerhaeuser and Owner are sometimes referred to herein individually as a "**Party**", and collectively as, the "**Parties**".

RECITALS

A. Grantee owns certain real property located in Yamhill County, Oregon, more particularly described in the attached Exhibit A ("**Owner Property**"). Weyerhaeuser owns certain real property located in Yamhill County, Oregon, more particularly described in the attached Exhibit B ("**Weyerhaeuser Property**").

B. Weyerhaeuser, as successor-in-interest to Willamette Valley Lumber Co. and Weyerhaeuser Company, conveyed to Owner the Owner Property pursuant to that certain Deed recorded July 19, 1962, as Instrument No 1962-068166 ("**1962 Deed**"), and that certain Modification to Deed recorded March 1, 2007, as Instrument No. 2007-04686 ("**2007 Modification to Deed**") and that certain Lot Line Adjustment Deed recorded March 1, 2007, as Instrument No. 2007-04687 ("**2007 Deed**"), in the Official Yamhill County Records.

C. The 1962 Deed contained the following restriction (the "**1962 Restriction**"):

It is expressly understood and agreed that this conveyance is made upon the express condition subsequent that the said real premises and easement and right of way herein conveyed shall be used for public park purposes, and limited in such use to organized youth groups and county juvenile rehabilitation activities, and in the event said use is abandoned, then said premises, easement and right of way shall revert to the grantor, its successors and assigns.

D. The 2007 Modification to Deed contained the following restriction (the "**2007 Modification to Deed Restriction**"):

It is expressly understood and agreed that this conveyance is made upon the express condition subsequent that the said real premises and easement and right of way herein conveyed shall be used for public park purposes, and limited in such use to organized youth groups and county juvenile rehabilitation activities, and in the event said use is abandoned, then said premises, easement and right of way shall revert to Grantor, its successors and assigns.

E. The 2007 Deed contained the following restriction (the "**2007 Restriction**"):

This donation and conveyance is made upon the express condition that the hereinabove described lands shall be used for public park purposes, and limited to educational and research purposes for organized groups. In the event said use is abandoned, then the lands hereinabove described shall revert to Weyerhaeuser, its successors and assigns.

F. The Parties desire to amend the 1962 Restriction, the 2007 Modification to Deed Restriction and the 2007 Restriction (collectively, the "**Deed Restrictions**") as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Weyerhaeuser (without any warranty or representation whatsoever) and Owner agree to the following.

1. **Amended and Restated Deed Restrictions.** The Parties understand and agree that the Deed Restrictions are hereby replaced in their entirety with the express condition that the Owner Property shall be used for public use and shall not be open to the public outside of the hours of 5

am to 10 pm. In the event said use is abandoned, then the Owner Property shall revert to Weyerhaeuser, its successors and assigns. Except for the foregoing, the Parties affirm the terms and conditions of the 1962 Deed and 2007 Deed are in full force and effect.

-EXECUTIONS ON FOLLOWING PAGE-

IN WITNESS WHEREOF, Owner has duly executed the foregoing as of the date below.

OWNER:

YAMHILL COUNTY

Kit Johnston

Print Name: Kit Johnston

Title: Chair, Yamhill County Board of Commissioners

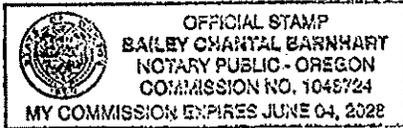
STATE OF OREGON)

COUNTY OF YAMHILL)

On this 2 day of OCTOBER, 2025 before me personally appeared KIT JOHNSTON to me known to be the CHAIR, BOARD OF COMMISSIONERS YAMHILL COUNTY, a political subdivision of the State of Oregon that executed the within and foregoing Agreement, and acknowledged said instrument to be the free and voluntary act and deed of said county, for the uses and purposes therein mentioned, and on oath stated that s/he is authorized to execute said Agreement.

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

Margaret
Notary Public in and for the State of OREGON
My appointment expires: JUNE 04, 2028



Accepted by Yamhill County
Board of Commissioners on
10/02/2025 by Board Order
25-316

EXHIBIT A
(Owner Property)

YAMHILL COUNTY, OREGON

TOWNSHIP 4 SOUTH, RANGE 5 WEST, WILLAMETTE MERIDIAN:

Those portions of SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ and N $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 5 and E $\frac{1}{2}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 6 described as follows:

Commencing at the County Brass Cap marking the quarter section corner between Sections 5 and 6;

Thence North 86° 37' 05" East a distance of 231.13 feet to a $\frac{3}{4}$ inch iron pin (per C. S. #12210) and the point of beginning of the parcel herein described;

Thence South 76° 26' 09" East a distance of 1006.30 feet;

Thence North 70° 35' 07" East a distance of 386.98 feet to a $\frac{5}{8}$ inch iron rod set at the northernmost corner of Lot 2 of Yamhill County Survey No. 3515 as filed June 7, 1962 in the Yamhill County Surveyor's Office;

Thence South 20° 12' 00" West, along the west line of said Lot 2, a distance of 764.51 feet to a $\frac{5}{8}$ inch iron rod set at the westernmost corner of Lot 2 of Yamhill County Survey No. 3515 as filed June 7, 1962 in the Yamhill County Surveyor's Office;

Thence North 67° 20' 20" West a distance of 1533.58 feet to a $\frac{3}{4}$ inch iron pin (per C.S. #3515);

Thence North 72° 29 $\frac{1}{2}$ " West a distance of 235.50 feet;

Thence North 28° 02 $\frac{1}{2}$ ' West a distance of 245.80 feet;

Thence North 51° 33 $\frac{1}{2}$ ' West a distance of 505.70 feet;

Thence North 43° 48' West a distance of 167.80 feet;

Thence North 11° 34' West a distance of 438.40 feet;

Thence North 28° 54' West a distance of 408.40 feet;

Thence North 35° 12 $\frac{1}{2}$ ' East a distance of 282.40 feet;

Thence South 37° 51' East a distance of 537.00 feet;

Thence South 43° 17' East a distance of 1017.30 feet;

Thence South 39° 48' East a distance of 443.60 feet to the point of beginning

EXHIBIT B
(Weyerhaeuser Property)

YAMHILL COUNTY, OREGON

TOWNSHIP 4 SOUTH, RANGE 5 WEST, WILLAMETTE MERIDIAN:

SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ and N $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 5 and E $\frac{1}{2}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 6 LESS
AND EXCEPT Owner Property.

B.O.25-31w

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

OFFICIAL YAMHILL COUNTY RECORDS
KERI HINTON, COUNTY CLERK

202511959



\$157.00

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12/03/2025 02:50:09 PM

DMR-EDMR Cnt=1 Pgs=15 Stn=1061 MORRISONK
\$76.00 \$10.00 \$11.00 \$60.00

Title: RIGHT OF WAY EASEMENT AGREEMENT
Grantor: Weyerhaeuser Timber Holdings, Inc., a Delaware corporation
Grantee: Yamhill County, a political subdivision of the State of Oregon
Assessor's Property Tax Parcel: R450600100, R450600200

RIGHT OF WAY EASEMENT AGREEMENT

This Right of Way Easement Agreement (this "Agreement") is effective as of the 3 day of December, 2025, (the "Effective Date") by and between **WEYERHAEUSER TIMBER HOLDINGS, INC.**, a Delaware corporation, ("Weyerhaeuser"), and **YAMHILL COUNTY**, a political subdivision of the State of Oregon ("Grantee"). Weyerhaeuser and Grantee are sometimes referred to herein individually as a "Party", and collectively as, the "Parties".

RECITALS

Grantee owns certain real property located in Yamhill County, Oregon, more particularly described in the attached Exhibit A ("**Grantee Property**") and shown in pertinent part on the attached Exhibit C as "Yamhill County Ownership".

Weyerhaeuser owns certain real property located in Yamhill County, Oregon, more particularly described in the attached Exhibit B ("**Weyerhaeuser Property**") and shown in pertinent part on the attached Exhibit C as "Weyerhaeuser Ownership". The Weyerhaeuser Property is the burdened property subject to this Agreement.

Grantee desires to obtain from Weyerhaeuser, and Weyerhaeuser desires to grant Grantee, a perpetual, non-exclusive easement over a certain portion of the Weyerhaeuser Property that contains one or more trails (“Trails”), pursuant to the terms and conditions contained in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of TEN and NO/100 DOLLARS (\$10.00), 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 Easement.** Subject to the terms hereof, Weyerhaeuser, for and in consideration of the strict observance of and compliance with, the terms and conditions set forth in this Agreement, hereby grants to Grantee a perpetual, appurtenant, non-exclusive right of way easement, running north from the Grantee Property approximately nine hundred seventy (970) feet and being of varying widths no greater than one hundred fifty (150) feet, as shown on the attached Exhibit C (the “Easement Area”).

2. **Purpose.** The Easement Area is granted to Grantee for public park and recreation purposes, including constructing, repairing, maintaining, removing, relocating, and using the Trails, and for no other purposes. Grantee shall ensure (i) a buffer of at least ten (10) feet exists between such Trails and the boundary of the Easement Area abutting Weyerhaeuser Property, and (ii) no Trails exceed ten (10) feet in width. Between the hours of 10 p.m. to 5 a.m., the Easement Area will be closed to all public access.

3. **Permittees.** Weyerhaeuser, its subsidiaries and affiliates, and all of their respective employees, agents, contractors, licensees, lessees, invitees, and assigns are sometimes referred to herein collectively as the “Weyerhaeuser Permittees”. Grantee’s employees, agents, contractors, licensees, lessees, invitees, and assigns are sometimes referred to herein collectively as the “Grantee Permittees”.

4. **Reservation of Rights.** Weyerhaeuser reserves for itself and the Weyerhaeuser Permittees, the right at all times for any purpose, to use, cross, recross, maintain, patrol and repair the Trails in any manner that will not unreasonably interfere with the rights of Grantee. After notice and consultation with Grantee, Weyerhaeuser reserves the right to relocate the Trails, or a portion thereof, in Weyerhaeuser’s reasonable discretion.

5. **Non-Exclusive Easement; Third Parties.** Weyerhaeuser may grant to third parties, including without limitation the Weyerhaeuser Permittees, upon such terms as it chooses, any or all of the rights reserved by it herein; provided, that use by such party shall be subject to the terms and conditions of this Agreement and shall not unreasonably interfere with the rights granted Grantee hereunder.

6. **Trails Maintenance.** Weyerhaeuser shall have no obligation to maintain or repair the Trails, except to the extent Weyerhaeuser damages the same.

7. **Assumption of Risk.** The Weyerhaeuser Property is used for logging, forestry and industrial operations and is maintained only to standards required for such use. Weyerhaeuser makes no representations as to the present or future condition of the Weyerhaeuser Property or the nature or condition of, or traffic on, any roads or trails, and, subject to the liability limitations contained herein, Grantee assumes all risks of personal injury or property damage to Weyerhaeuser, Grantee, the Grantee Permittees or the Weyerhaeuser Permittees, in connection with the exercise of rights hereunder.

8. **Grantee's Responsibilities.** Grantee shall:

- a. Take reasonable precautions to prevent unauthorized parties from using the Easement Area;
- b. To the extent Grantee is actually aware of a dangerous or defective condition, immediately report to Weyerhaeuser any dangerous or defective condition with respect to any portion of the Easement Area;
- c. Comply, and ensure that Grantee Permittees comply with all applicable local, state and federal laws, rules and regulations (collectively, "**Applicable Laws**") with respect to the use of the Trails and the Easement Area, as well as all rules and responsibilities set forth herein; and
- d. Ensure that any exercise of rights under this Agreement by Grantee or Grantee Permittees shall not unreasonably obstruct, interfere with or prevent the use and enjoyment of the Weyerhaeuser Property by Weyerhaeuser or Weyerhaeuser Permittees.
- e. Upon at least twenty four (24) hours prior written notice by Weyerhaeuser, temporarily close the Easement Area to all users for the duration of Weyerhaeuser's adjacent forest management or harvest activities.

9. **Indemnity.** Subject to Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, Grantee shall defend, indemnify, and hold harmless Weyerhaeuser, Weyerhaeuser Permittees, and their respective subsidiaries and affiliates, and all of their respective directors, officers, employees, contractors, lessees, licensees, and agents for, from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "**claims**") arising from any act

or omission of Grantee and/or Grantee Permittees under this Agreement or otherwise arising from the activities of Grantee and/or Grantee Permittees on the Easement Area, except to the extent such claims are caused by Weyerhaeuser's or Weyerhaeuser Permittees' negligence, intentional misconduct, or violation of this Agreement. This includes, without limitation, any claims for: injury to or death of persons; damage to property; timber trespass; nuisance; mechanics' and materialmen's liens; workers' compensation and unemployment taxes; fines and penalties; release of hazardous substances including, without limitation, petroleum products and chlorinated solvents; and claims arising from Grantee's and/or Grantee Permittees' activities hereunder. Grantee shall take all steps needed to keep the Weyerhaeuser Property free of liens arising from Grantee's and/or Grantee Permittees' activities, and promptly obtain or bond the release of any such liens that may be filed. This indemnity shall survive any termination or expiration of this Agreement.

10. **Timber.** Grantee shall not sever or damage any timber within the Weyerhaeuser Property without Weyerhaeuser's consent.

11. **Insurance.** Before commencing any activities under this Agreement, Grantee shall at its own cost and expense, secure a policy or policies of insurance, and, during the term of this Agreement, maintain insurance through the City County Insurance Services ("CIS") pool with coverage insuring against liability resulting from or attributable to the activities of Grantee, Grantee Permittees, and/or other persons acting for or on behalf of Grantee with the minimum coverages set forth on Exhibit D and provide a certificate of such coverages from CIS to Weyerhaeuser upon request. In the event of cancellation of any required insurance it is hereafter the specific responsibility of Grantee to notify Weyerhaeuser immediately and to reinstate immediately the cancelled insurance or to immediately purchase replacement insurance that meets the requirements of this Agreement. If coverage is reinstated or if replacement insurance is purchased Grantee is to deliver replacement certificate(s) and additional insured endorsements immediately to Weyerhaeuser.

12. **Limitation of Liability for Loss or Damage.** Subject to the below limitations, Grantee shall be liable to Weyerhaeuser for, and hereby covenants to pay for, all loss or damage to the Easement Area or the Weyerhaeuser Property, real, personal, or otherwise, caused by or resulting from Grantee's or the Grantee Permittees' exercise of rights hereunder. Notwithstanding the above, Grantee and Weyerhaeuser hereby acknowledge and agree that Grantee's liability for any loss or damage under this Section is limited to, at most, the amount and scope of the CIS insurance coverages provided under Section 11.

13. **Title.** Weyerhaeuser does not warrant the title to the land traversed by the Easement and shall have no liability of any kind or nature to Grantee in the event of failure of said title.

14. **Land Uses and Practices.** Grantee recognizes that Weyerhaeuser's lands in the area are managed for commercial forestry including logging, slash burning, other fire control, silvicultural site preparation, forest roads, aerial and ground application of forest chemicals,

and other silvicultural practices which often create noise, dust, visual impacts and other alterations of the forest environment. In conducting such operations Weyerhaeuser will comply with all laws and regulations applying in commercial forest areas. No additional restrictions shall be imposed on Weyerhaeuser's forest management operations because of proximity to any uses of Grantee's lands dependent on or facilitated by the rights of Grantee under this Agreement.

15. **Environmental Matters.** Grantee and Grantee Permittees 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 Easement Area, roads, or Weyerhaeuser Property. 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 the Weyerhaeuser 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 the foregoing, in no event shall Grantee use or allow any Grantee Permittee to use any product containing glyphosate on or around the Easement Areas or Weyerhaeuser Property, regardless of whether or not permitted under Applicable Law. In addition to all other indemnities set forth herein, subject to Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, Grantee shall save, protect, defend, indemnify, and hold harmless Weyerhaeuser and Weyerhaeuser 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 Easement Area or Weyerhaeuser Property to the physical condition existing prior to Grantee and/or Grantee Permittees undertaking any activity related to any Hazardous Substance to the extent arising out of or attributable to Grantee's and/or Grantee Permittees' use, manufacture, storage, release, or disposal of a Hazardous Substance or other illegal substance thereupon in violation of Applicable Laws, including (without limitation) Environmental Laws. This provision shall survive the expiration or earlier termination of this Agreement.

16. **Improvements.** Grantee shall not make any improvements to the Easement Area or the Trails without the prior written consent of Weyerhaeuser, which consent shall not be unreasonably withheld, conditioned, or delayed. Furthermore, unless the Parties agree in writing to share the cost of improvements to the Easement Area or the Trails, such improvements shall be made at the sole cost and expense of the improver and shall be the exclusive property of Weyerhaeuser upon termination of this Agreement.

17. **Fire Suppression and Control.** Grantee shall comply with all laws and regulations

pertaining to fire protection and suppression and take every possible precaution to prevent fires from igniting on the Easement Area or Weyerhaeuser Property or spreading onto other Weyerhaeuser lands. In case of fire, Grantee shall immediately notify Weyerhaeuser and appropriate government agencies, and shall make every effort to suppress or contain the fire. Subject to Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, Grantee shall indemnify, defend and reimburse Weyerhaeuser for all damages and claims (including loss or damage of timber, and fire suppression costs) resulting from fires caused by Grantee's and/or Grantee Permittees' activities, even if not attributable to the negligence. Motor driven machinery, smoking, and open flames are all prohibited in the Easement Area during any fire season declared by the State of Oregon.

18. **Successors and Assigns.** The rights and obligations herein shall inure to the benefit of and be binding upon the respective heirs, devisees, successors and assigns of the Parties.

19. **Prior Rights.** This grant and all rights hereunder are subject to all liens, easements, servitudes, rights of way, oil, gas, and mineral leases, and all other grants or reservations either of record or on the ground affecting the Weyerhaeuser Property. By this grant, Weyerhaeuser grants no greater rights than it is permitted to grant in view of such encumbrances.

20. **Termination/Restoration.** If for a period of three (3) years Grantee shall cease to use, or preserve for prospective future use, the Easement Area or any portion thereof, for the purposes herein granted, this Agreement shall terminate. Weyerhaeuser may also terminate this Agreement for breach by Grantee of any terms or obligations contained in this Agreement or, in its discretion, suspend all rights of Grantee under this Agreement until the breach has been cured; provided, however, in advance of any termination for breach or suspension of rights hereunder, Weyerhaeuser shall provide Grantee with at least thirty (30) days prior written notice describing the alleged breach in detail and providing Grantee at least thirty (30) days to cure such breach. Additionally, in the event the breach cannot be cured within thirty (30) days, provided Grantee continues to use diligent reasonable efforts to cure, Weyerhaeuser agrees not to terminate this Agreement or suspend Grantee's rights hereunder. Upon termination of this Agreement, Grantee shall cease all operations and vacate and surrender the Easement Area. Grantee shall surrender the Easement Area in as good, or better, condition, reasonable wear and tear excepted, as upon commencement of this Agreement. Upon termination, Grantee and Weyerhaeuser shall meet to discuss the restoration requirements, if any, which may include the removal of all personal or other property of Grantee from the Easement Area and the execution by the Parties of a recordable document evidencing such termination.

21. **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 either Party. Upon any such determination, the Parties 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 Grantee 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.

22. **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.

23. **Subordination.** Any mortgage or deed of trust affecting any portion of the Easement Area 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.

24. **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.

25. **Attorneys' Fees.** In the event any arbitration, action, suit or legal proceeding is instituted by either Party to this Agreement, each party shall be responsible for their own attorney fees, including expert witness fees and other costs and disbursements at all times, including in the event of appeals.

26. **Survival.** All representations, indemnities and warranties set forth in this Agreement,

29. **Governing Law; Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oregon. 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 serving the county in which the Easement Area is located. The Parties waive any right to a claim of *forum non conveniens*.

[Signatures appear on the following page]

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 TIMBER HOLDINGS, INC.

By: *Kristy Harlan*
Printed Name: Kristy Harlan
Title: Senior Vice President

STATE OF ~~OREGON~~ Washington)
COUNTY OF KING)

On this 4 day of November, 2025 before me personally appeared Kristy Harlan to me known to be the Senior Vice President, of **WEYERHAEUSER TIMBER HOLDINGS, INC.**, the corporation that executed the within and foregoing Agreement, 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 Agreement 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.



Bridget Howe
Notary Public in and for the State of Oregon Washington
Printed Name: Bridget Howe
Residing at: Edgewood
My appointment expires: 5-19-2027

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.

YAMHILL COUNTY

Kit Johnston

Printed Name: Kit Johnston

Title: Chair, Yamhill County Board of Commissioners

STATE OF OREGON)

COUNTY OF YAMHILL)

On this 2 day of OCTOBER, 2025, before me personally appeared KIT JOHNSTON to me known to be the BOARD OF COMMISSIONERS CHAIR, of YAMHILL COUNTY, a political subdivision of the State of Oregon that executed the within and foregoing Agreement, and acknowledged said instrument to be the free and voluntary act and deed of said county, for the uses and purposes therein mentioned, and on oath stated that s/he is authorized to execute said Agreement.

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

M. Barnhart

Notary Public in and for the State of OREGON

My appointment expires: JUNE 04, 2028

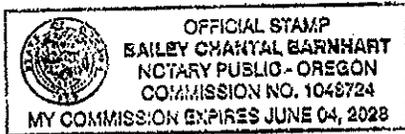


EXHIBIT A
(Grantee Property)

YAMHILL COUNTY, OREGON

TOWNSHIP 4 SOUTH, RANGE 5 WEST, WILLAMETTE MERIDIAN:

Those portions of SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ and N $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 5 and E $\frac{1}{2}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 6 described as follows:

Commencing at the County Brass Cap marking the quarter section corner between Sections 5 and 6;

Thence North 86° 37' 05" East a distance of 231.13 feet to a $\frac{3}{4}$ inch iron pin (per C. S. #12210) and the point of beginning of the parcel herein described;

Thence South 76° 26' 09" East a distance of 1006.30 feet;

Thence North 70° 35' 07" East a distance of 386.98 feet to a $\frac{5}{8}$ inch iron rod set at the northernmost corner of Lot 2 of Yamhill County Survey No. 3515 as filed June 7, 1962 in the Yamhill County Surveyor's Office;

Thence South 20° 12' 00" West, along the west line of said Lot 2, a distance of 764.51 feet to a $\frac{5}{8}$ inch iron rod set at the westernmost corner of Lot 2 of Yamhill County Survey No. 3515 as filed June 7, 1962 in the Yamhill County Surveyor's Office;

Thence North 67° 20' 20" West a distance of 1533.58 feet to a $\frac{3}{4}$ inch iron pin (per C.S. #3515);

Thence North 72° 29 $\frac{1}{2}$ " West a distance of 235.50 feet;

Thence North 28° 02 $\frac{1}{2}$ ' West a distance of 245.80 feet;

Thence North 51° 33 $\frac{1}{2}$ ' West a distance of 505.70 feet;

Thence North 43° 48' West a distance of 167.80 feet;

Thence North 11° 34' West a distance of 438.40 feet;

Thence North 28° 54' West a distance of 408.40 feet;

Thence North 35° 12 $\frac{1}{2}$ ' East a distance of 282.40 feet;

Thence South 37° 51' East a distance of 537.00 feet;

Thence South 43° 17' East a distance of 1017.30 feet;

Thence South 39° 48' East a distance of 443.60 feet to the point of beginning

EXHIBIT B
(Weyerhaeuser Property)

YAMHILL COUNTY, OREGON

TOWNSHIP 4 SOUTH, RANGE 5 WEST, WILLAMETTE MERIDIAN:

Section 6: N½NE¼ LESS AND EXCEPT the Grantee Property

EXHIBIT C
(Easement Area)

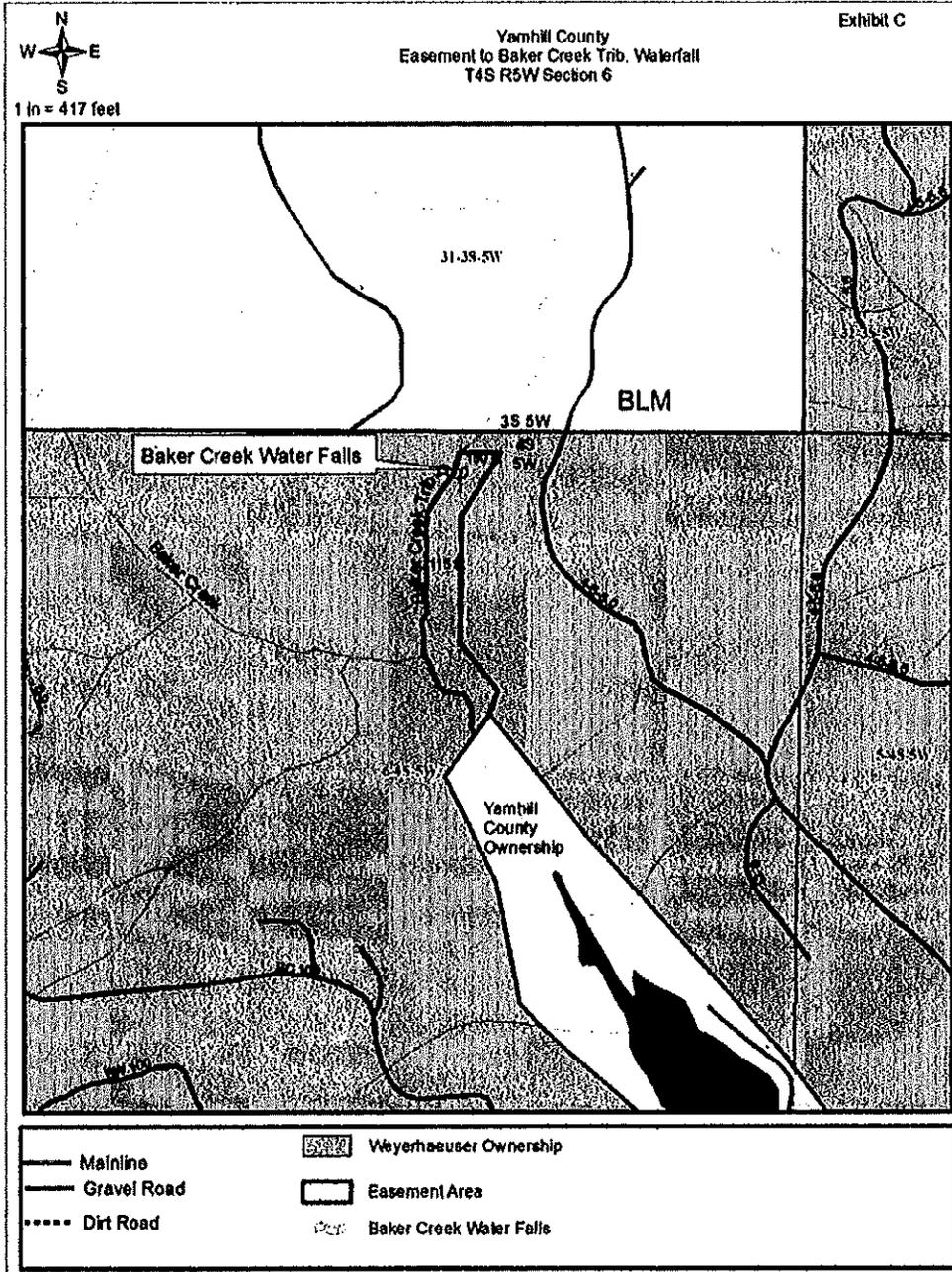


EXHIBIT D
(Insurance Coverages)
CERTIFICATE OF COVERAGE

Agent Brown & Brown Insurance Services, Inc. 601 SW 2nd Avenue, Suite 1200 Portland, OR 97204 www.bbrow.com	This certificate is issued as a matter of information only and confers no rights upon the certificate holder other than those provided in the coverage document. This certificate does not amend, extend or alter the coverage afforded by the coverage documents listed herein.	 citycounty insurance services
Named Member or Participant Yamhill County 535 NE Fifth Street McMinnville OR 97128	Companies Affording Coverage COMPANY A - CIS COMPANY B - National Union Fire Insurance Compa COMPANY C - RSUI Indemnity COMPANY D - Federal Insurance Company	

LINES OF COVERAGE

This is to certify that coverage documents listed herein have been issued to the Named Member herein for the Coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all the terms, conditions and exclusions of such coverage documents.

Type of Coverage	Company Letter	Certificate Number	Effective Date	Termination Date	Coverage	Limit
General Liability <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Public Officials Liability <input checked="" type="checkbox"/> Employment Practices <input checked="" type="checkbox"/> Occurrence	A	26LYAMC	7/1/2025	7/1/2026	General Aggregate: Each Occurrence:	30,000,000 10,000,000
Auto Liability <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	A	26LYAMC	7/1/2025	7/1/2026	General Aggregate: Each Occurrence:	None 10,000,000
Auto Physical Damage <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	A	26APDYAMC	7/1/2025	7/1/2026		Per Schedule
<input checked="" type="checkbox"/> Property	A	26FYAMC	7/1/2025	7/1/2026		Per Filed Values
<input checked="" type="checkbox"/> Boiler and Machinery	D	26BYAMC	7/1/2025	7/1/2026		Per Filed Values
Excess Liability						
<input checked="" type="checkbox"/> Excess Crime	B	26EQYAMC	7/1/2025	7/1/2026	Per Loss:	1,000,000
<input checked="" type="checkbox"/> Excess Earthquake	A	26EQYAMC	7/1/2025	7/1/2026		5,000,000
<input checked="" type="checkbox"/> Excess Flood	A	26FYAMC	7/1/2025	7/1/2026		5,000,000
Cyber Security					Claims-Made/Aggregate:	

Description:
Proof of Coverage

Certificate Holder: Yamhill County 536 NE Fifth Street McMinnville OR 97128	CANCELLATION: Should any of the coverage documents herein be cancelled before the expiration date thereof, CIS will provide 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon CIS, its agents or representatives, or the issuer of this certificate.  By: Ron Cutler Date: 6/29/2025
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