

## **Project Teal**

### **RIGHT OF ENTRY PERMIT AND LICENSE AGREEMENT**

This Right of Entry Permit and License Agreement (“Agreement”) by and between Rayonier Operating Company LLC, a Delaware limited liability company, as agent of and acting on behalf of its affiliates and subsidiaries, hereinafter referred to as “Licensor”, and \_\_\_\_\_, hereinafter referred to as “Licensee”, and shall be effective as of the later of the dates executed by all parties hereto (“Effective Date”).

NOW, THEREFORE, in consideration of the mutual promises contained herein, Licensor hereby grants to Licensee the right and privilege to enter upon tracts of land situated in Jefferson and Clallam County, Washington (hereinafter referred to as the “Premises”, a map of which is attached hereto as Exhibit A and incorporated by reference), specifically and solely for the purposes identified herein and during the herein stated term and upon the following conditions:

1. The purpose of this Permit and License Agreement is to permit Licensee, its agents and representatives at no cost, liability or expense to Licensor or its affiliated or related companies, to enter upon the Premises for the purpose of performing due diligence activities associated with the potential purchase of the Premises.
2. The term of this Agreement shall commence on the Effective Date and expire on December 1<sup>st</sup>, 2024 (“Term”). Licensor shall, however, have the right to cancel this Agreement at its sole discretion for no reason or as a result of the violation of any condition hereof. If so canceled, Licensee shall immediately cease operations hereunder and quit the Premises and remove or cause to be removed therefrom all equipment, property and personnel present thereon. Licensee shall exercise the rights of entry herein granted in the least obtrusive manner possible and in a manner so as to not unreasonably disturb or interfere with any of the owners, tenant, or occupants of adjacent property, and/or any of the tenants or occupants of the Premises.
3. Licensee’s vehicular traffic shall remain on existing roads, fire-breaks, truck trails and other established routes.
4. Licensee shall not have the right to conduct any other work or engage in any other activities beyond the scope described in this Agreement without prior written consent of Licensor. Licensee shall not take any actions or do anything, and shall not permit anyone accessing the Premises under this Agreement to take any action or do anything, which would cause any change in or constitute a breach or violation of any permit, license, order, rule or authorization of any governmental body, unit or authority now or hereafter in effect with respect to the Premises.
5. Intentionally deleted.
6. Licensee shall conduct its operations on the Premises with all due care and caution for itself as well as for the health and viability of the trees and timber growing thereon and such other property of Licensor located thereon; Licensee further agrees that if damage or destruction of said trees or timber or other property results from its operations on the Premises it shall compensate Licensor for such damage or destruction and otherwise make Licensor or its affiliated or related companies whole for said damage or destruction. Furthermore, Licensee shall act in compliance with all applicable laws, statutes, ordinances, orders, rules and regulations of any Governmental Authority or agency having jurisdiction over the Premises.
7. Licensee shall not (a) cut or uproot, or permit anyone accessing the Premises under this Agreement to cut or uproot, any living trees, underbrush or other vegetation situated on the Premises without the prior written consent of Licensor, which consent may be withheld or refused by Licensor in its absolute and exclusive discretion, or (b) disturb, or permit anyone accessing the Premises under this Agreement to disturb, any wetland or land subject to any ordinance in respect of environmentally sensitive land adopted by any applicable Governmental Authority.
8. No hazardous or otherwise regulated materials or other material or substances which may contaminate, injure, or taint Licensor’s land (the Premises itself or property adjacent thereto), shall be allowed on the Premises. Licensee shall be liable for any and all damages, losses, and expenses and will defend, indemnify and hold harmless Licensor and its affiliated or related companies against and from any discovery by any person or governmental entity, of hazardous wastes or materials generated, stored, or disposed of as a result of Licensee’s use of the Premises. Licensee shall keep the Premises free of all trash, litter and refuse from its use hereunder. If Licensee’s due diligence activities reveal the

presence at the Premises of pre-existing Hazardous Materials unrelated to Licensee's activities on the Premises, and the presence of those hazardous materials would require notification, investigation or remediation under applicable environmental law, Licensee shall provide prompt notice thereof to Licensors, and Licensors shall have sole and exclusive responsibility to provide any such notification with respect to the hazardous materials to any governmental authority. In connection with such Notice, Licensee shall tender and assign to Licensors the complete environmental report, including all related engineering, testing and supporting data and information (including an unqualified assignment of the contract(s) by which the diligence activities were undertaken by Licensee's representatives; provided that such assignment is not otherwise prohibited).

9. Licensee shall take all fire precautions and comply with the Industrial Fire Prevention Requirements in Washington. In any event, no fires may be set upon the Premises, nor shall any firearms, flammables or corrosive materials be brought upon the Premises by Licensee.

10. During the Term of this Agreement the following people shall be notified prior to entry or commencement of any work conducted on the Premises:

Name: Megan Nelson  
Company: Rayonier Inc.  
Title: Director, Acquisitions and Dispositions  
Phone: (503) 329-8677  
Email: [megan.nelson@rayonier.com](mailto:megan.nelson@rayonier.com)

With a copy to:

Name: Sam Porter  
Company: Landvest  
Title: Managing Director  
Phone: 541-810-3882  
Email: [Sporter@landvest.com](mailto:Sporter@landvest.com)

11. Licensee acknowledges that there are certain inherent risks associated with conducting its intended activities on the Premises due to the primitive/unimproved nature of the Premises. Licensee is put on notice that the Premises are in a remote location and neither the condition of the Premises nor the roads are guaranteed in any way by Licensors. Licensee acknowledges and agrees that Licensors and its affiliated or related companies shall bear no responsibility or liability to or for Licensee, its agents, invitees, contractors or contractor employees while they are on the Premises. Licensee further acknowledges that others have been given permission to enter the Premises including hunting club members who may be upon the Premises with guns to hunt and timber vendees who may be upon the Premises to harvest timber and other forest products with men and machinery.

12. Licensee agrees to pay and to indemnify, protect, save, defend and hold forever harmless Licensors and its affiliated or related companies, and their directors, officers, employees, agents and independent contractors (hereinafter "Indemnites") from and against any and all actions or cases of action, obligations, claims, demands, liabilities, loss, damage, judgments, awards, penalties or cost or expense of whatsoever kind of nature, including, without limitation, (a) court costs, expert witness fees and attorneys' fees and expenses at trial and on appeals and (b) any costs and expenses resulting from the imposition of additional conditions or requirements by governmental or quasi-governmental bodies, authorities or agencies or by utility providers, which the Indemnites, or any of them, may incur, suffer or sustain, or for which the Indemnites, or any of them, may become obligated or liable by reason of:

(i) any breach or violation by Licensee or anyone entering the Premises under this Agreement, of the provisions of this Agreement;

(ii) any injury to or death of persons or loss of or damage to property in connection with, or as a result of, any entry or entries upon, or use of, the Premises by Licensee or anyone entering the Premises under this Agreement, or any of them; and

(iii) any labor or services performed or any materials furnished by or for the account or benefit, or at the sufferance of, Licensee in respect of the Premises.

13. In case any action, suit or proceeding is brought against any of the Indemnitees referenced in paragraph 12 above, by reason or on account of any of the occurrences referenced in this Agreement, Licensee shall, at its own expense, resist and defend and cause to be resisted and defended, such action, suit or proceeding, by legal counsel engaged by the Indemnatee after consultation with, but not subject to the approval of Licensee. The obligations of Licensee under Paragraph 8, 11, 12, 13, 14, 15, 17, 21, 22 and 23 shall survive the termination or expiration of the rights of entry granted under this Agreement.

14. To the extent permitted by the laws of the State of Washington, Licensee, for and on behalf of itself and anyone entering the Premises pursuant to this Agreement, hereby waives all rights and claims by Licensee or anyone entering the Premises pursuant to this Agreement may have against the Indemnitees for damages or injury incurred or sustained, resulting from or in connection with any negligent or willful act or omission done or suffered by any Person associated with Licensor.

15. Licensee agrees and binds itself at its own cost and expense to promptly correct any hazardous or potentially hazardous conditions (leaning trees, trees cut and downed across roads, etc.) caused by Licensee while on said Premises.

16. Licensee, its agents, contractors, invitees, and employees agree to abide by applicable law, federal, state or local statutes, rules and regulations and shall obtain at its own cost and expense all permits required by any governmental agency having jurisdiction; and further to immediately notify Licensor in the event of any unusual occurrences or in the event it locates upon the Premises any controlled or regulated or hazardous substances, including but not limited to marijuana, or discarded refuse/or goods.

17. Licensee waives all rights to seek restitution or compensation from Licensor, its affiliated or related companies, business invitees, contractors, agents or assigns, for any damage occurring to Licensee's property upon the Premises that may result from logging, forestry, or road maintenance activities, or other activities conducted on or adjacent to the Premises by Licensor, its agents, assigns, invitees, contractors, affiliated companies or trespassers.

18. Prior to entry upon the Premises, Licensee shall deliver to Licensor evidence, in the form of an insurance certificate, that Licensee has in force insurance coverage described below issued by a company satisfactory to Licensor. Said certificate shall provide that the policy shall not be cancelled or changed materially without ten (10) days advance written notice to Licensor. Licensee shall maintain insurance described herein in force during the entire Term of this Agreement.

- A) Automobile Liability Insurance covering all vehicles used in Licensee's operations, including owned, non-owned or hired vehicles, with limits not less than \$500,000 for each person and each accident with respect to Bodily Injury, and not less than \$500,000 for each accident with respect to Property Damage, or combined single limit coverage of not less than \$1,000,000 for each accident with respect to Bodily Injury and Property Damage.
- B) Workers Compensation Insurance in statutory amount and Employers' Liability Insurance with a limit of not less than \$100,000 for each occurrence.
- C) General Liability Insurance with limits not less than \$1,000,000 for each occurrence with respect to Bodily Injury and \$1,000,000 for each occurrence with respect to Property Damage, or a combined single limit coverage of \$1,000,000 for each occurrence with respect to Bodily Injury and Property Damage.

Said policy shall include and cover premises and operations, completed operations, contractual liability, and personal injury liability.

If Licensee uses the Premises as way of ingress and egress to and from a timber harvest operation, said insurance certification must also include Loggers Broad Form endorsement with not less than \$1,000,000 of coverage.

Said policy shall be on an occurrence basis and shall name **Rayonier Inc., its subsidiaries and subsidiaries thereof** as additional insured entities. This insurance is not intended to, and shall not limit, impair or alter, in any way, the obligations and liability of Licensee pursuant to this Agreement.

19. This Agreement is by and in the nature of a quit-claim, Licensor warranting to Licensee only the corporate authority of its execution, and granting unto Licensee only such rights hereunder as is consistent with its record title in and to the Premises.

20. Exclusive use of the Premises is NOT hereby granted to Licensee, and Licensor retains the right to use the Premises for any and all purposes; further, it retains the right to grant to others nonexclusive use of the Premises for any lawful purpose not inconsistent with Licensee's use. Moreover, Licensor herein specifically advises Licensee that it has granted rights to utilize the Premises to others including hunting clubs and business invitees who have purchased timber from Licensor.

21. Licensee shall remove from the Premises all fixtures and personal property it constructed or brought upon the Premises during the Term hereof and restore the Premises to its original, above-grade condition at or prior to the expiration of this Agreement. In case of the breach of this covenant, Licensor shall have the privilege of removing all fixtures and personal property and restoring the Premises to its original condition and Licensee shall be liable to Licensor for any and all expenses including attorney's fees and court costs incurred by Licensor in securing performance of this covenant.

22. Licensee shall not assign this Agreement without the prior written approval of Licensor. This Agreement shall not be recorded in the public records of any County.

23. This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party to be charged thereby, and then such waiver or consent shall be effective only for the specific instance and for the specific purpose for which given.

IN WITNESS whereof, this instrument has been executed by the parties whose hand is affixed hereto.

**Licensor**

By: \_\_\_\_\_ (Sign)

\_\_\_\_\_ (Print)

As Its: \_\_\_\_\_ (Title)

Date: \_\_\_\_\_

**Licensee:**

\_\_\_\_\_ (Sign)

\_\_\_\_\_ (Print)

As Its: \_\_\_\_\_ (Title)

Date: \_\_\_\_\_

## **EXHIBIT A**

“Premises”

