

**FIRE PROTECTION AGREEMENT**  
**(Teaway Solar Reserve)**

This FIRE PROTECTION AGREEMENT ("Agreement") is entered into this 17<sup>th</sup> day of FEBRUARY, 2010, between KITTITAS COUNTY FIRE PROTECTION DISTRICT NO. 7, a municipal corporation ("District"), American Forest Land Company, LLC, a Wyoming limited liability company ("AFLC"), Teaway Solar Reserve, LLC, a Wyoming limited liability company ("TSR"), and Morton Land & Timber, Inc. ("Morton"). Collectively, the District, AFLC, TSR, and Morton are referred to herein as the "Parties."

**RECITALS**

AFLC is the asset manager of the approximately 982 acres of real property legally described on Exhibit A, attached hereto ("Property").

AFLC and Morton have entered into lease agreements with TSR pursuant to which TSR has leased the Property for purposes of constructing and operating a solar reserve facility on a portion of such Property, as generally depicted on Exhibit B.

As of the date hereof, the Property is not within the boundaries of any legally existing fire protection district.

AFLC, Morton, and TSR desire to have the District provide, and the District is willing to provide, emergency fire, supportive medical, and other standard services as are currently enjoyed by residents and businesses that are within the legally established boundaries of the District.

AFLC, Morton, and TSR, with cooperation of the District, intend to pursue annexation of the Property to the District promptly upon receipt of an approved conditional use permit and development agreement from Kittitas County authorizing AFLC and/or TSR to utilize the Property for purposes of operating a solar energy facility.

In the period preceding annexation of the Property into the District, AFLC, Morton, and TSR desire that the District provide emergency fire and supportive medical services to the Property.

In consideration of the benefits received to each of the Parties, the Parties agree as follows.

## 1. DEFINITIONS

For the purpose of this Agreement and any amendments hereto, the following capitalized terms shall have the meanings set forth herein, and all definitions shall be applicable to the singular and plural forms of such terms:

**1.1 Annexation** means the successful annexation of the Property to the District, as accomplished in accordance with the petition procedures for annexation set forth in Chapter 52.04, RCW.

**1.2 Assessed Value** means the assessed value of real and personal property as determined by the Kittitas County Assessors Office, as such assessed values may increase or decrease from year to year.

**1.3 CUP** means the conditional use permit issued by Kittitas County to TSR for construction and operations of a solar energy reserve facility on the Property.

**1.4 Development Agreement** means the development agreement approved by the Kittitas County Board of Commissioners authorizing TSR to construct and operate a solar energy reserve facility on the Property.

**1.5 District** means Kittitas County Fire District #7 (dba Kittitas County Fire & Rescue 7), a Washington municipal corporation.

**1.6 District Boundaries** means that real property that is part of the officially established boundaries and assessed value calculations for the District, as recognized by Kittitas County and the State of Washington.

**1.7 Fee** means the amount of money equivalent to that which would be assessed by Kittitas County against the Property, on an annual basis, for taxes to be distributed to the District if the Property were within the legally established boundaries of the District.

**1.8 Fire Protection Area** means the real property legally described on Exhibit A, attached hereto, corresponding with the Kittitas County Assessor tax parcel numbers identified on Exhibit A (as such Exhibit A may be amended from time to time upon mutual agreement of the District, AFLC, Morton, and TSR as applicable). The "Fire Protection Area" is synonymous with the Property.

**1.9 Levy Rate** means the annual levy rate the District is allowed to collect as determined by the Kittitas County Auditor's Office in compliance with State laws.

**1.10 Property** means the roughly 982 acres of real property legally described on Exhibit A, attached hereto, corresponding with the Kittitas County Assessor tax parcel numbers identified on Exhibit A (as such Exhibit A may be amended from time to time upon mutual agreement of the District, AFLC, Morton, and TSR as applicable).

**1.11 Services** mean emergency fire, supportive medical, and other standard emergency response services that are currently enjoyed by residents and businesses that are within the District Boundaries, without any lesser or greater responsibility or obligation than exists with respect to persons and property within the District Boundaries.

## **2. TERM**

This Agreement shall be effective upon mutual execution, and shall continue until the annexation of the Property into the District is completed or until January 31, 2013, whichever occurs first, unless this Agreement is mutually extended by the Parties.

## **3. SERVICES**

The District shall provide Services to the Property for such time as TSR and AFLC are in good standing with respect to their obligations under this Agreement. Such Services shall be rendered on the same basis and with the same standard of care as the District provides to persons and property within the District Boundaries. The District shall have no liability to TSR, Morton, or AFLC for impacts on Service resulting from circumstances beyond the District's control. In the event of simultaneous fires within the District Boundaries and the Property, whereby persons or facilities of the District are taxed beyond their reasonable ability to render equal protection, the District shall have sole discretion, without liability, as to the priority in responding to calls and emergencies. The District shall be the sole judge as to the most expeditious manner of handling and responding to emergency calls. AFLC, Morton, and TSR hereby grant the District such rights of use and access to the Property as reasonably necessary for provision of the Services, together with rights of use and access to such portions of the real property situated adjacent to the Fire Protection Area as may be reasonably necessary for the District's access to, and protection of, the Fire Protection Area. By way of example, the District may need or desire to provide a buffer around the Fire Protection Area reasonably designed to help protect and provide Services to the Fire Protection Area.

## **4. FEES AND REPORTING**

**4.1 Initial Payments.** Within fourteen (14) days of mutual execution of this Agreement, AFLC or TSR shall pay to the District One Thousand Five Hundred Dollars (\$1500) to offset the attorney and administration fees incurred by the District in conjunction with preparation of this Agreement. Additionally, AFLC and TSR shall be obligated to pay the Fee, as prorated for such portion of the calendar year of 2010 that remains from the date

*acceptance*  
of mutual of this Agreement. Such Fee shall be tendered to the District within fourteen (14) days of receipt of an invoice from the District.

**4.2 Annual Payments.** Prior to March 1<sup>st</sup> of each year, beginning with the 2011 calendar year, AFLC shall submit to the District a copy of the Kittitas County Assessor's Records for the Property, together with AFLC's estimate of the Fee due for the 12-month calendar year. The District shall then calculate the Fee based on the levy collection rate for such tax year, as set by the Kittitas County Auditor's Office. The District shall send to AFLC and TSR at the addresses set forth herein an invoice stating the Fee owed and the period that such Fee covers. AFLC or TSR shall pay the Fee to the District, at the address stated on the invoice within thirty (30) calendar days of the date of invoice.

**4.3 Annexation Payment/Prepay.** Upon Annexation, as contemplated below, all owners of real property within the Fire Protection District and any additional area that is included in Annexation, shall pay the levy collection rate to Kittitas County as part of owner's property taxes, all in accord with the processes prescribed in the Revised Code of Washington for fire protection districts. The foregoing notwithstanding, in the event that the date of Annexation occurs between August 1 and December 31 of any year, then AFLC and TSR shall be responsible for paying to the District, directly, the Fee corresponding with the upcoming calendar year of January 1-December 31. In such event, the District shall cooperate with AFLC and TSR in ensuring that no duplication of the AFLC/TSR Fee occurs through the Kittitas County Assessor's Office.

## 5. ANNEXATION

*+ Development Agreement*

Promptly upon receiving a CUP<sub>A</sub> from Kittitas County, AFLC and TSR shall consult with the District about whether there is additional property owned by AFLC adjacent to the Fire Protection Area that should be included in the petition for annexation that is contemplated herein.

*+ Development Agreement*  
*and Development Agreement*  
Within one hundred twenty (120) days after issuance of the CUP<sub>A</sub> and the expiration of all applicable appeal periods of the CUP<sub>A</sub>, AFLC and TSR shall prepare and deliver to the District a petition for Annexation of the Property to the District, which petition and associated submittals shall comply with the procedures and standards for annexation by petition as set forth in Chapter 52.04 RCW. AFLC and TSR shall coordinate with the District to ensure timely tender of the petition for Annexation to Kittitas County Fire District No. 7, and fulfillment of the requisite process for Annexation, as set forth under Chapter 52.04, RCW. The costs associated with Annexation, regardless of whether Annexation is successful, shall be fully borne by AFLC and TSR, including, but not limited to, any reasonable administrative or legal fees incurred by the District in conjunction with Annexation.

If Annexation does not occur, despite full compliance with the procedures of Chapter 52.04 RCW, then the District may, in its sole discretion, terminate this Agreement at any time upon thirty (30) days' advance written notice to AFLC and TSR. Upon such termination, the District may notify Kittitas County and such other agencies or entities as appropriate, that the District is no longer has a commitment to provide Services to the Property.

#### **6. SERVICE LIMITATIONS**

NOTWITHSTANDING ANY SUGGESTION TO THE CONTRARY IN THIS AGREEMENT, THE DISTRICT MAKES NO GUARANTEE OR ASSURANCE OF PROVIDING RESPONSES WITHIN ANY SPECIFIC PERIOD OF TIME, OR OF THE NUMBER AND TYPES OF EQUIPMENT, AND NUMBER OF PERSONNEL THAT WILL RESPOND AT ANY PARTICULAR EMERGENCY. THE DUTY OF THE DISTRICT TO PROVIDE SERVICES UNDER THE PROVISIONS OF THIS AGREEMENT IS A DUTY OWED TO THE PUBLIC GENERALLY AND BY ENTERING INTO THIS AGREEMENT, THE DISTRICT DOES NOT INCUR OR INTENT TO INCUR ANY SPECIAL DUTY TO AFLC, TSR, MORTON, OR OWNERS OR OCCUPANTS OF THE PROPERTY. ACCORDINGLY, THE DISTRICT SHALL ENJOY ANY AND ALL DEFENSES, CLAIMS OF IMMUNITY AND PROTECTIONS ENJOYED BY ANY OTHER PUBLIC ENTITY PROVIDING GOVERNMENTAL SERVICES TO THIS AREA.

#### **7. LIMITED JURISDICTION**

The Parties acknowledge that the proposed Fire Protection Area is in an unincorporated part of Kittitas County and that the Kittitas County government is responsible for administering and enforcing county codes, laws, rules, regulations and policies including the International Fire Code and the International Wildland Urban Interface Code. Pursuant to RCW 52.12.031(6) the Fire District is empowered to perform building and property inspections it deems necessary for fire prevention and pre-fire planning within the Fire Protection Area provided that any building or inspection codes used by the Fire District shall be limited to the applicable codes adopted by Kittitas County (or the state, county, city, town, with jurisdiction over the protected property) but that such provision does not grant code enforcement authority to the District.

#### **8. NOTICES; JOINT AND SEVERAL LIABILITY**

AFLC and TSR shall be jointly and severally liable for the obligation to timely pay to the District the Fee, along with any and all obligations set forth hereunder.

## 9. TERMINATION

**9.1 Termination by the District.** In addition to any remedies provided elsewhere in this Agreement or available in law and equity, the District may terminate this Agreement upon thirty (30) days' advance written notice to AFLC and TSR if, at any time, AFLC and TSR have failed to fulfill their obligations hereunder or cure a default thereof. Such termination by the District may be based upon, among other things, a failure by AFLC or TSR to pay Fees when due or to exercise good faith and reasonably diligent efforts for Annexation.

**9.2 Termination by Parties.** Any of the Parties to this Agreement may terminate this Agreement upon just and reasonable cause, provided that notice of the intent to terminate hereunder is provided to the nonterminating Parties in writing at 180 days in advance of the proposed date of termination, and such date of termination shall occur on either January 1 or July 1 of the calendar year. The Parties agree that failure to obtain an approved CUP and DA shall be considered just and reasonable cause for termination. If termination is properly effectuated on July 1, the prorated portion of the annual Fee shall be returned to AFLC or TSR (whichever paid the Fee). Subject to any prepayment obligations set forth in Section 4.3, this Agreement shall automatically terminate upon successful Annexation of the Property into the District Boundaries.

## 10. NOTICES

Whenever a provision is made under this Agreement for any demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and served either personally or sent by United States mail, certified, postage prepaid, or by pre-paid nationally recognized overnight courier service, addressed at the addresses set forth below or at such address as the party may advise the other from time to time.

If to the District:                              Attn. Ray Risdon  
    KCFD #7  
    P.O. Box 777  
    South Cle Elum, WA 98943

If by hand delivery:                          Attn. Ray Risdon  
    KCFD #7  
    123 East First Street  
    Cle Elum, WA 98922

If to AFLC:    Attn. David Bowen  
    American Forest Land Co., LLC  
    700 E. Mountain View, #507

Ellensburg, WA 98926

If to TSR:

Attn. Howard Trott  
Teaway Solar Reserve, LLC  
218 E. 1<sup>st</sup> St., Suite B  
Cle Elum, WA 98922

If to Morton:

Attn. Wayne Schwandt  
c/o WLS and Assoc.  
965 Grand Blvd.  
Bellingham, WA 98229

## 11. GENERAL

**11.1 Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected.

**11.2 Modification.** This Agreement, with Exhibit A and Exhibit B, represents the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the parties. The Agreement shall not be modified, supplemented or otherwise affected by the course of dealing between parties, absent mutual execution of a written amendment or supplement to this Agreement of equal formality to this Agreement.

**11.3 Benefits.** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

**11.4 Waivers.** The failure of any person to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

**11.5 Attorney Fees; Enforcement.** In the event a suit is brought by any of the Parties to enforce the terms of this Agreement, the prevailing party shall be entitled to reimbursement for attorney fees and all costs and expenses reasonably incurred in preparation for and in prosecution of such action in addition to taxable costs, all as permitted by law.

**11.6 Covenant Running with land.** This Agreement shall be a covenant running with the Property and may be recorded with the Kittitas County Auditor.

**11.7 Authority to Sign.** Each of the undersigned hereby represents and warrants that he/she has authority to bind the party for which he or she is signing, and further represents and warrants that this Agreement has been duly authorized, executed and delivered by and on its behalf and constitutes such party's valid and binding agreement in accordance with the terms hereof.

**11.8 Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action to enforce or interpret this Agreement shall be in Kittitas County Superior Court, State of Washington.

**11.9 Assignment:** This agreement may not be assigned by either party without prior, written consent of the other parties.

BOARD OF COMMISSIONERS, KITTITAS COUNTY FIRE DISTRICT 7

By: Robert M. Cernick Date: 2-17-10  
Robert M. Cernick, Chair

AMERICAN FOREST LAND COMPANY, LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_  
David Bowen, President

TEANAWAY SOLAR RESERVE, LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Howard Trott, Managing Member

MORTON LAND & TIMBER INC.

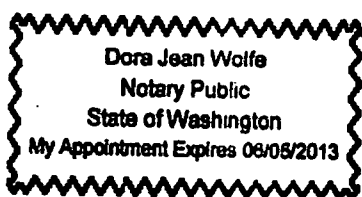
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Wayne Schwandt, Secretary



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KITTITAS )

On this 17<sup>th</sup> day of February, 2010, before me, a Notary Public in and for the State of Washington, personally appeared ROBERT CERNICK, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Chairman of the Board of Commissioners for KITTITAS COUNTY FIRE DISTRICT NO. 7 to be the free and voluntary act and deed of said municipal corporation for the uses and purposes mentioned in the instrument.

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



Dora Jean Wolfe  
NOTARY PUBLIC in and for the State of Washington,  
residing at Clatskanie  
My commission expires: 06/05/2013

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BOARD OF COMMISSIONERS, KITTITAS COUNTY FIRE DISTRICT 7

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Robert M. Cernick, Chair

AMERICAN FOREST LAND COMPANY, LLC

By: David B. Bowen Date: 3/23/10  
David Bowen, President

TEANAWAY SOLAR RESERVE, LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Howard Trott, Managing Member

MORTON LAND & TIMBER INC.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Wayne Schwandt, Secretary

STATE OF Washington )  
 ) ss.  
COUNTY OF Kittitas )

On this 23<sup>rd</sup> day of March, 2010, before me, a Notary Public in and for the State of Washington, personally appeared David Bowen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the PRESIDENT of AMERICAN FOREST LAND COMPANY, a Wyoming limited liability company, to be the free and voluntary act and deed of said company for the uses and purposes mentioned in the instrument.



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

Michael J. H.  
NOTARY PUBLIC in and for the State of Washington  
residing at Ellensburg  
My commission expires: 12-30-11

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the \_\_\_\_\_ of TEANAWAY SOLAR RESERVE, a Wyoming limited liability company, to be the free and voluntary act and deed of said limited liability company for the uses and purposes mentioned in the instrument.

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

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_,  
residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the \_\_\_\_\_ of MORTON LAND & TIMBER INC., a \_\_\_\_\_ company, to be the free and voluntary act and deed of said company for the uses and purposes mentioned in the instrument.

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

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_,  
residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**11.6 Covenant Running with land.** This Agreement shall be a covenant running with the Property and may be recorded with the Kittitas County Auditor.

**11.7 Authority to Sign.** Each of the undersigned hereby represents and warrants that he/she has authority to bind the party for which he or she is signing, and further represents and warrants that this Agreement has been duly authorized, executed and delivered by and on its behalf and constitutes such party's valid and binding agreement in accordance with the terms hereof.

**11.8 Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action to enforce or interpret this Agreement shall be in Kittitas County Superior Court, State of Washington.

**11.9 Assignment:** This agreement may not be assigned by either party without prior, written consent of the other parties.

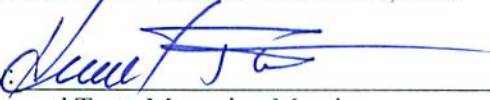
BOARD OF COMMISSIONERS, KITTITAS COUNTY FIRE DISTRICT 7

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Robert M. Cernick, Chair

AMERICAN FOREST LAND COMPANY, LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_  
David Bowen, President

TEANAWAY SOLAR RESERVE, LLC

By:  \_\_\_\_\_ Date: 3/23/2010  
Howard Trott, Managing Member

MORTON LAND & TIMBER INC.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Wayne Schwandt, Secretary



STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2010, before me, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the \_\_\_\_\_ of AMERICAN FOREST LAND COMPANY, a Wyoming limited liability company, to be the free and voluntary act and deed of said company for the uses and purposes mentioned in the instrument.

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

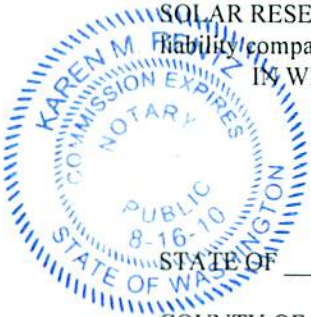
\_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_,  
residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF Washington )  
 ) ss.  
COUNTY OF King )

On this 23rd day of March, 2010, before me, a Notary Public in and for the State of Washington, personally appeared Howard Trott, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Managing Member of TEANAWAY SOLAR RESERVE, a Wyoming limited liability company, to be the free and voluntary act and deed of said limited liability company for the uses and purposes mentioned in the instrument.

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

Karen M. Reef  
NOTARY PUBLIC in and for the State of Washington,  
residing at Shelton  
My commission expires: 8-16-10



STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2010, before me, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the \_\_\_\_\_ of MORTON LAND & TIMBER INC., a \_\_\_\_\_ company, to be the free and voluntary act and deed of said company for the uses and purposes mentioned in the instrument.

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

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_,  
residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**11.6 Covenant Running with land.** This Agreement shall be a covenant running with the Property and may be recorded with the Kittitas County Auditor.

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BOARD OF COMMISSIONERS, KITTITAS COUNTY FIRE DISTRICT 7

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Robert M. Cernick, Chair

AMERICAN FOREST LAND COMPANY, LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_  
David Bowen, President

TEANAWAY SOLAR RESERVE, LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Howard Trott, Managing Member

MORTON LAND & TIMBER INC.

By:  \_\_\_\_\_ Date: 3-15-10  
Wayne Schwandt, Secretary



STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2010, before me, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the \_\_\_\_\_ of AMERICAN FOREST LAND COMPANY, a Wyoming limited liability company, to be the free and voluntary act and deed of said company for the uses and purposes mentioned in the instrument.

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

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_,  
residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2010, before me, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the \_\_\_\_\_ of TEANAWAY SOLAR RESERVE, a Wyoming limited liability company, to be the free and voluntary act and deed of said limited liability company for the uses and purposes mentioned in the instrument.

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

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_,  
residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF Washington )  
 ) ss.  
COUNTY OF Whatcom )

On this 15<sup>th</sup> day of March, 2010, before me, a Notary Public in and for the State of Washington, personally appeared WAYNE SCHWANDT, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Secretary of MORTON LAND & TIMBER INC., a STOCK company, to be the free and voluntary act and deed of said company for the uses and purposes mentioned in the instrument.

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

Ludmila Grace  
NOTARY PUBLIC in and for the State of Washington,  
residing at Mount Vernon  
My commission expires: 07-25-2011



**EXHIBIT A  
PROPERTY/FIRE PROTECTION AREA**

The approximately 982 acres of real property legally described as including:

All of Section 22, T20N, R 16.E., W.M.,

AND

The North Half of the Northeast Quarter of Section 23, T20N, R 16.E., W.M.,

AND

The Northwest Quarter of Section 23, T20N, R 16.E., W.M.,

AND

The North Half of the Southwest Quarter of Section 23, T20N, R 16.E., W.M.,

AND

A portion of the NE  $\frac{1}{4}$  of Section 27, T20N, R16 E., W.M.,

All situated within Kittitas County, Washington, and being substantially as identified as the  
“proposed project area” on the following page (Exhibit B).

Such real property corresponds to and includes the following Kittitas County Assessor Tax  
Parcel Numbers:

504935

514935

534935

614935

18669