

LIMITED LICENSE FOR PROPERTY ACCESS

This Limited License for Property Access (this "License") is made as of this 28th day of September, 2022 (the "Effective Date") by and between Forterra NW ("Forterra") and Matthew Jenkins and Jody Joldersma ("User").

RECITALS

- A. Forterra NW, a non-profit land trust and conservation organization, is the owner of real property, an undeveloped parcel of land at 189 Snowshoe Lane, Snoqualmie Pass, along Gold Creek in Kittitas County, Washington (Tax Parcel 443337) ("the Property"), which is identified by the legal description on Exhibit A and graphically on Exhibit B.
- B. The User owns a private residence at 187 Snowshoe Lane, Snoqualmie Pass, WA (Tax Parcel 433337) ("User's Land") which is adjacent to the Property, identified by the legal description on Exhibit C and graphically on Exhibit D.
- C. Because of creek diversion and seasonal floodwaters, the User has represented that the User's Land faces significant property damage if emergency stream work in and around Gold Creek is not timely conducted.
- D. The User seeks to traverse the Property to engage in emergency stream work in and around Gold Creek to divert seasonal floodwaters from the User's Land according to professionally developed plans, approved and permitted by all applicable governmental authorities (the "Work").
- E. Forterra NW expresses no opinion on the necessity for the Work but will provide the User a limited license to perform the Work if conducted in strict compliance with the terms of this License and all applicable laws.
- F. Forterra permits necessary parties to traverse the Property, including but not limited to, User's qualified, licensed, bonded, and insured independent contractors required to design, perform, or supervise the Work and any government officials who desire/need to review any aspect of the Work including, but not limited to, assessment of need, permitting, and review for compliance ("Necessary Parties").

Now, therefore, Forterra and User agree as follows:

1. PROPERTY ACCESS.

- a. Forterra hereby grants User and Necessary Parties a limited, nonexclusive License to access to the Property to perform the Work as authorized by necessary permits and reviews (or official exemptions thereto) obtained from all applicable government authorities, which may include but are not limited to, permits and reviews pursuant to the Washington Shoreline Management

Act ("SMA"), Washington State Environmental Policy Act ("SEPA"), and Washington Hydraulic Project Approval ("HPA").

- b. User may only access and use the Property for the purposes of the Work and in full compliance with the terms of all permits or official exemptions.
- c. Any use or occupancy of any existing structures, if such exist, on the Property is strictly prohibited; except the existing firepit if not removed by User.
- d. The term of this License, and the access granted hereunder, shall commence, if and when, the User, receives all necessary permits or exemptions to perform the Work (including any permit or exemption that authorizes a portion of the Work or certain tasks contemplated as part of the Work), and terminates upon the first date given in any such permits or exemptions whereby the Work must cease, except as to those provisions of this License that expressly survive its termination or expiration.
- e. User shall keep Forterra reasonably informed as to the status of all required permit applications, and promptly inform Forterra when said permits or exemptions are issued by any applicable authority.

2. SAFETY AND COMPLIANCE.

- a. User shall be solely responsible for its own safety, the safety of all persons, including but not limited to, its contractors, agents, or employees who are performing or associated with the Work, and all government authorities who are regulating the Work.
- b. Forterra provides no warranties of the suitability of the Property for the Work or for any ancillary needs of User or its contractors or employees who are performing or associated with the Work, and all government authorities who are regulating the Work. User accepts the Property "as is." User warrants it has inspected the Property and found it to be safe and fit for its intended use.
- c. User shall comply with all applicable laws and regulations, including but not limited to the requirements for a SMA exemption from Kittitas County.

3. INSURANCE.

User shall procure or ensure that its contractors procure insurance sufficient to protect Forterra from any liability associated with the Work, including but not limited to the following:

- a. Broad Form Commercial General Liability Insurance on an Occurrence Form, naming the Indemnitee as an additional insured with completed operations coverage and containing a per occurrence limit of no less than One Million Dollars (\$1,000,000.00), and an aggregate limit of no less than Two Million Dollars (\$2,000,000.00) protecting against bodily injury, broad form property damage, and personal injury claims arising from the exposure of:
 - (i) premises-operations;
 - (ii) products and completed operations including materials designed, furnished, and/or modified in any way by User's contractors or employees;
 - (iii) independent contractors;
 - (iv) contractual liability risk covering the indemnity obligations set forth in this License; and
 - (v) property damage resulting from collapse of equipment, landslide, or underground exposures;

- b. Workers' Compensation Insurance at statutory limits in compliance with all workers' compensation and safety laws of the State of Washington that provides statutory benefits and coverage such that Forterra will have no liability to User or its contractors, employees or agents, and Employer's Liability Insurance with a limit of the lesser of One Million Dollars (\$1,000,000.00) per accident or the maximum amount permitted by the State of Washington;
- c. Automobile Property and Liability Insurance of One Million Dollars (\$1,000,000.00); and
- d. In the event User engages design services, Professional Liability Insurance for Architects, Engineers, Surveyors, and other Professional Service Organizations, that provides a per claim limit of no less than One Million Dollars (\$1,000,000.00) and an aggregate of no less than One Million Dollars (\$1,000,000.00) protecting against faulty design and faulty professional judgment.

User shall have Forterra NW named as an additional insured as to all the foregoing coverages and provide proof of liability insurance as to the foregoing coverages before commencing the Work to Collette MacLean at cmaclean@forterra.org.

4. CONSIDERATION AND RESERVATION.

Forterra grants this limited License without charge to User, contingent upon User obtaining all necessary permits or exemptions from all local, state, and federal authorities. User shall keep Forterra reasonably informed as to the status of all required permit applications, and shall promptly inform Forterra when said permits or exemptions are issued by any applicable authority. Forterra grants this limited License contingent upon User performing the Work in full compliance with all such permits.

Forterra reserves the right to terminate this License at any time. If Forterra exercises its right to terminate this License, Forterra must notify the User. Upon Forterra's notification to User that the License has been terminated, the User will cease Work on the Property immediately. Forterra will give User a reasonable time to remove all Necessary Parties and equipment.

4. RELEASE. WAIVER, RELEASE, HOLD HARMLESS, AND INDEMNIFICATION.

USER ACKNOWLEDGES ON BEHALF OF ITSELF AND NECESSARY PARTIES THAT ACCESSING THE PROPERTY AND PERFORMING THE WORK THEREON POSES SUBSTANTIAL RISKS, BOTH KNOWN AND UNKNOWN, ANTICIPATED OR UNANTICIPATED, INCLUDING BUT NOT LIMITED TO SEVERE BODILY INJURY, DEATH, PROPERTY DAMAGE OR OTHER HARM TO PERSONS OR PROPERTY. BY EXECUTING THIS LICENSE AND ACCESSING THE PROPERTY, USER HEREBY VOLUNTARILY ACCEPTS AND INCURS ALL SUCH RISKS AND ACKNOWLEDGES THAT FORTERRA AND ITS EMPLOYEES, AFFILIATES, OFFICERS, BOARD MEMBERS, AGENTS, REPRESENTATIVES, LENDERS AND INSURERS (THE "RELEASED PARTIES") ASSUME NO LIABILITY FOR ANY LOSS, DAMAGE, INJURY OR OTHER HARM ARISING OUT OF OR IN ANY WAY CONNECTED TO USER AND/OR NECESSARY PARTIES ACCESSING AND OTHERWISE UTILIZING THE PROPERTY AND PERFORMING THE WORK THEREON. USER ON BEHALF OF ITSELF AND NECESSARY PARTIES WILLINGLY AND VOLUNTARILY WAIVES, RELEASES AND FOREVER DISCHARGES, AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, LOSSES, EXPENSES, FEES (INCLUDING ATTORNEY'S FEES AND RELATED EXPENSES), COSTS, AND JUDGMENTS THAT MAY BE ASSERTED AGAINST THE RELEASED PARTIES WHICH MAY ARISE DURING OR RESULT FROM USER'S AND

NECESSARY PARTIES PARTICIPATION IN OR CONNECTION WITH ACCESSING OR OTHERWISE UTILIZING THE PROPERTY AND PERFORMING THE WORK THEREON.

5. CONDITION OF THE PROPERTY.


- a. User agrees to monitor and protect the existing natural features of the Property from damage or removal during the period of the Work and User’s access of the Property, including from the use or access of Necessary Parties and their equipment.
- b. If Forterra determines, in its sole discretion, that damage to the Property has occurred as the result of this License, User agrees, at its sole cost, to replant vegetation and/or restore the natural environment of the Property as directed by Forterra. In the event any vegetation is destroyed, User shall replant said vegetation (with similar or native species) so that the Property is in substantially in the same condition as prior to the Work and this License.
- c. Upon expiration of the term of the License, User shall quit the Property, remove its personal property, all equipment associated with the Work, and leave it substantially in its condition prior to the Work and this License, free from debris, waste materials, or rubbish. User shall, at its sole cost and expense, be solely liable for any damage to the Property which arises from or is in any way connected to User’s activities hereunder.

6. MISCELLANEOUS.

- a. The license granted to User shall not apply to any other individual or entity without the prior consent of Forterra.
- b. This License constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements, and agreements, whether oral or written, between the parties, and can only be modified by both parties in writing.
- c. If any provision of this License should be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue to be valid and enforceable.
- d. The sections of this License which by their nature are intended to survive termination or expiration of this License will survive.
- e. The terms of this license shall be governed by the laws of Washington State.

In witness whereof, this License was executed by the undersigned parties as of the date first set forth above.

JODY JOLDERSMA and MATTHEW JENKINS

DocuSigned by:

 EC9F23E6505C4F9...

 Jody Joldersma

DocuSigned by:

 C03BE778F9C34F9...

 Matthew Jenkins

FORTERRA NW

By: DocuSigned by:

 B63BF8C8071A4E7
 _____ 10/3/2022
 Michelle Connor, President

EXHIBIT A
LEGAL DESCRIPTION OF FORTERRA
PROPERTY

ACRES 5.57; BOB HANSEN SHORT PLAT 94-16; LOT 3 & PTN LOT 2 (LOT 3, B36/P203); SEC 11, TWP 22, RGE 11

EXHIBIT C
LEGAL DESCRIPTION OF USER'S PROPERTY

ACRES 5.35, BOB HANSEN SHORT PLAT 94-16; PTN OF LOTS 1, 2 & 3 (LOT 2, B36/P203); SEC 11, TWP 22, RGE 11

EXHIBIT D
MAP OF USER'S PROPERTY

