

AGREEMENT

This Agreement is entered into as of the Effective Date, as defined below, and is made and entered into by and between JAMES A. GUNDERSON, Trustee of the James A. Gunderson 2023 Revocable Trust, U/A Dated October 20, 2023 (hereinafter "Gunderson") and CRYTYL ENTERPRISES INCORPORATED, a Washington corporation (hereinafter "Crytl"). Gunderson and Crytl are each a party and are hereinafter collectively referred to as the "Parties."

RECITALS

A. **WHEREAS**, Gunderson owns Lot A of the Pfenning Road Short Plat, as described and/or delineated on Kittitas Count Short Plat No. 96-31, as recorded August 4, 1997, in Book E of Short Plats, pages 187 and 188, under Auditor's File No. 199708040020, records of Kittitas County, State of Washington, being a portion of the Southwest Quarter of Section 31, Township 18 North, Range 19 East, W.M., in the County of Kittitas, State of Washington, Kittitas County Tax Parcel No. 12390 (hereinafter "Lot A"); and

B. **WHEREAS**, Crytl is under contract to purchase from Aspen Field, LLC, a Washington Limited Liability Company, real property legally described as Lots B, C and D of the Pfenning Road Short Plat, as described and/or delineated on Kittitas Count Short Plat No. 96-31, as recorded August 4, 1997, in Book E of Short Plats, pages 187 and 188, under Auditor's File No. 199708040020, records of Kittitas County, State of Washington, being a portion of the Southwest Quarter of Section 31, Township 18 North, Range 19 East, W.M., in the County of Kittitas, State of Washington, Kittitas County Tax Parcel Nos. 12391, 12392 and 12393 (hereinafter "Lots B, C and D" respectively); and

C. **WHEREAS**, Gunderson and Crytl desire to enter into an Agreement, contingent upon Crytl's acquisition of Lots B, C and D from Aspen Field, LLC, with respect to construction of certain plat improvements and the future dedication of certain portions of Lots A, B, C and D to a public entity for the creation of a public road.

NOW, THEREFORE, for and in consideration of the mutual benefits set forth herein, the receipt and sufficiency of which is hereby acknowledged, Crytl and Gunderson hereby agree as follows:

1. **Contingent Agreement.** Crytl's performance under this Agreement is contingent upon Crytl acquiring Lots B, C and D from Aspen Field, LLC. In the event Crytl does not acquire Lots B, C and D from Aspen Field, LLC then Crytl's obligations under this Agreement shall be deemed null and void and this Agreement shall be of no further force and effect. If Crytl acquires Lots B, C and D, then Crytl and Gunderson agree that they will each perform the obligations and actions set forth in Paragraph 2 below.

2. The Pfenning Road Short Plat described above in Recitals A and B identifies a “Private Access Easement.” The Private Access Easement commences at the eastern edge of the right-of-way for Pfenning Road and runs east across the northern edge of Lot A, onto Lots B, C and D and provides access for Lots A, B, C and D of the Pfenning Road Short Plat to Pfenning Road. Under Item 6 of the Plat Notes on page 2 of the Pfenning Road Short Plat “access to Lots A, B, C and D shall be off of Pfenning Road via a 22’ gravel surface driveway with a paved apron. Access will be limited to the locations noted on the face of the Plat. No additional access onto Pfenning Road will be permitted.” At Plat Note Item 7, the Plat provides as follows: “The construction and cost of the access serving Lots A, B, C and D will be the responsibility of the first lot owner, served by this access, that applies for their building permit. Regardless of location of the Lot or building site, the first property owner that applies for their building permit will be responsible for cost and construction of the entire access. This shall include the construction of a 45’ radius cul-de-sac at the intersection of Lots B, C and D.”

2.1. Crytyl intends to apply to Kittitas County to subdivide Lots B, C and D by long plat if Crytyl acquires the property from Aspen Field, LLC (hereinafter the “Plat”). The Plat will require that the area of the Private Access Easement on the Pfenning Road Short Plat described above be dedicated to a public entity, either the City of Ellensburg or Kittitas County, and that dedication will include that portion of the Private Access Easement that crosses Gunderson’s property. In order to accomplish construction of the access road for the Plat and the dedication of the strip of property referred to as the Private Access Easement on the Pfenning Road Short Plat to a public entity for public road purposes, the Parties agree as follows:

2.1.1. Crytyl, after preliminary plat approval and prior to final plat approval, will construct a road commencing at the Pfenning Road right-of-way and running due east to Lots C and D. The road will be constructed wholly within the Private Access Easement and will include such improvements as are necessary for the road so constructed by Crytyl to be permanently and irrevocably dedicated to a public entity, either the City of Ellensburg or Kittitas County, and used by the public for ingress and egress to Lots A, B, C and D of the Pfenning Road Short Plat. Crytyl agrees to undertake the construction of the road as described herein and to pay all of the costs associated with the construction of the road.

2.2. Gunderson, on or before final plat approval for the plat contemplated by Crytyl, will, at the request of Crytyl, sign any and all documents necessary to dedicate that portion of the Private Access Easement which crosses Lot A to either the City of Ellensburg or Kittitas County, as the case may be, for the purposes of public use of the road to access Lots A, B, C and D.

3. **Attorneys’ Fees.** If either party hereto is required to retain an attorney to enforce any provision of this Agreement, whether a legal proceeding is commenced, the substantially prevailing party

shall be entitled to reasonable attorneys' fees regardless of whether at trial, on appeal, in any bankruptcy proceeding, arbitration matter or without resort to suit.

4. **Governing Law.** This Agreement shall be interpreted, construed and enforced according to the laws of the State of Washington. This Agreement shall be governed by the laws of the State of Washington without regard to any conflict of laws and principals that would result in any other state's laws governing this Agreement. It is hereby agreed and understood by both parties that the venue for any legal or equitable action shall be in Kittitas County.

5. **Notices.** Subject to the requirements of any applicable statute, any notices required or permitted by law or under this Agreement shall be in writing and shall be (i) personally delivered, (ii) sent by first class certified or registered mail, return receipt requested, with postage prepaid, or (iii) dispatched by facsimile transmission (accompanied with reasonable evidence of receipt of transmission and with a confirmation copy mailed no later than the day after transmission) to the parties' addresses set forth above. Either party may change such address for notice. All notices which are so addressed and paid for shall be deemed effective when personally delivered, or, if mailed, on the earlier of receipt or two (2) days after deposit thereof in the U.S. mail.

6. **Time of Performance.** Time is of the essence of this Agreement and of all acts required to be done and performed by the parties hereto, including, but not limited to, the proper tender of each of the sums required by the terms hereof to be paid.

7. **Section Headings.** The word or words appearing at the commencement of sections and subsections of this Agreement are included only as a guide to the contents thereof and are not to be considered as controlling, enlarging or restricting the language or meaning of those sections or subsections.

8. **Invalidity and Severability.** Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be enforceable under applicable law. However, if any provision of this Agreement is deemed unenforceable under applicable law by a court having jurisdiction, the provision will be unenforceable only to the extent necessary to make it enforceable without invalidating the remainder of it or any of the remaining provisions of this Agreement.

9. **Legal Relationships.** No partnership, joint venture or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representation for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person on behalf of such party, and a default by any one or more of such persons shall be deemed a default on the part of the party with whom said person or persons are identified. No third party is intended to be benefited by this Agreement.

10. **Assignment; Successors.** The rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective estates, heirs, executors administrators, successors, successors-in-trust and assigns.

11. **Entire Agreement.** All understandings and agreements previously existing between the parties, if any, are merged into this Agreement, which alone fully and completely expresses their agreement, and the same is entered into after full investigation, neither party relying upon any statement or representation made by the other not embodied herein. This Agreement may be modified only by a written amendment executed by all parties.

12. **Interpretation.** This Agreement has been reviewed by both parties and each party has had the opportunity to consult with independent counsel with respect to the terms hereof and has done so to the extent that such party desired. No stricter construction or interpretation of the terms hereof shall be applied against either party as the drafter hereof.

13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument. All such counterparts together shall constitute a fully executed Agreement.

14. **Amendment.** This Agreement may not be modified or amended except by the written agreement of the parties.

15. **Electronic Signatures and Counterpart Signatures.** This Agreement may be executed electronically and/or simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Electronic or facsimile transmission of any signed original document, and retransmission of any signed electronic or facsimile transmission, shall be the same as delivery of an original. The parties expressly intend to be bound by authenticated electronic signatures (e.g. by DocuSign).

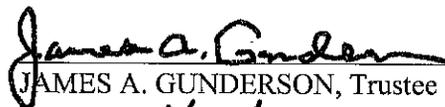
16. **Effective Date.** The Effective Date of this Agreement shall be the date identified below when the last party signs and dates this agreement.

**CRYTYL ENTERPRISES
INCORPORATED**

**JAMES A. GUNDERSON 2023
REVOCABLE TRUST, U/A DATED
OCTOBER 20, 2023**



TYLER GLAHN, President
Dated: 4/10/25



JAMES A. GUNDERSON, Trustee
Dated: 4/10/25