

SETTLEMENT AGREEMENT

The purpose of this agreement is to memorialize the general terms of a settlement. The undersigned parties recognize and agree that there will be additional details that will need to be negotiated and resolved in good faith.

Definitions:

The parties to this agreement are The Surfrider Foundation ("Surfrider") and The Jay O'Leary Living Trust, Jay O'Leary (trustee), and Sean O'Leary, Trust Representative (hereafter collectively the "O'Learys").

"The O'Leary Property" means the real property located at Map No, 26S14W04CD, Tax Lot or Parcels No. 1700 and 1800 in Coos County, Oregon, near the City of Coos Bay.

The "Trail" means a pathway from Lighthouse Way, to Lighthouse Beach, through the O'Leary Property.

Terms

(1) The parties to this agreement set forth the following process, the details of which will be pursued in good faith, with the collective agreement that the goal is to provide permanent public access to Lighthouse Beach on the O'Leary Property, along a trail between Lighthouse Way and Lighthouse Beach, and also to transfer the ownership and control over that public access to Wild Rivers Land Trust.

(2) The O'Learys will ultimately donate a five (5) foot wide strip of land running between Lighthouse Way and Lighthouse Beach, to become the Lighthouse Beach Trail to be given a name by the O'Learys.

(3) It is conceptually agreed that the donated strip of land will run along or close to the southwest side of the O'Leary Property until the edge of the bluff. The strip will then turn north and will traverse or follow the bluff in some manner, until it connects with the existing descending Trail. The parties will work together to reach agreement on the precise shape and location of the strip of land to be donated.

(4) The O'Learys will see that the cut brush and/or logs and/or debris currently below the bluff edge and in the old Trail down to the beach are promptly removed, so that analysis of possible Trail alignments and surveying of same, including the existing Trail, can take place.

(5) The parties will work together to obtain a survey of the land to be donated.

(6) Once the alignment of the Trail is agreed upon and surveyed, the O'Learys will pursue and obtain from the County an adjustment of the Lot Lines of Lot 1700 and Lot

1800 of the O'Leary Property, such that the new Lot 1700 contains the intended public path to the beach, and Lot 1800 will retain the remainder of the two former tax lots.

(7) Upon completion of the Lot Line Adjustment the O'Learys will retain Lot 1800, but they may thereafter sell or dispose of the Lot as they see fit.

(8) After the Lot Line Adjustment is completed, the O'Learys will promptly record a Deed restriction on Lot 1700 making the use of that Lot limited, in perpetuity, to a public access point and Trail to Lighthouse Beach.

(9) Once Coos County records that Deed restriction, the O'Learys will promptly donate the trail property to the Wild Rivers Land Trust.

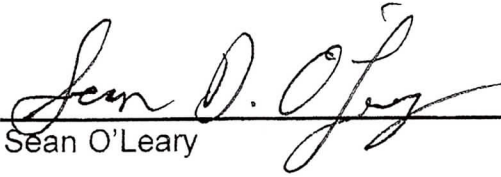
(10) Upon completion of the deed restriction and transfer of the trail property as described above, Surfrider will dismiss its Lawsuit against the O'Learys, with prejudice.

(11) O'Learys will simultaneously dismiss, with prejudice, their Counterclaim against Surfrider.

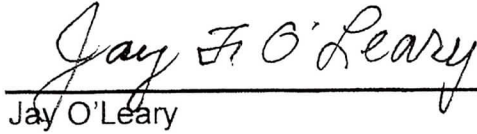
(12) Both dismissals will be without fees or costs to any party.

(13) The parties acknowledge that this agreement does not include terms regarding the restoration and maintenance of the trail between Lighthouse Way and Lighthouse Beach, and any associated permits, costs, or obligations. The parties agree that depending on the agreed upon alignment of Lot 1700/the new Trail, a separate agreement may be necessary to resolve those issues. The parties agree to work together in good faith to reach any necessary secondary or follow up agreements.

Signatures follow on next page


Sean O'Leary

4/4/23
Date


Jay O'Leary

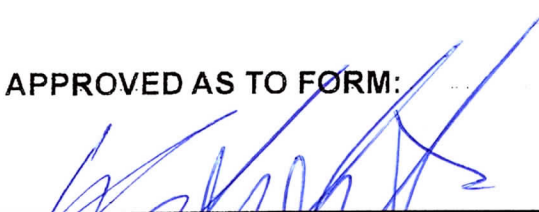
4-4-23
Date

Staley Prom
(Print Name)


Staley Prom
On Behalf of The Surfrider Foundation

4/5/23
Date

APPROVED AS TO FORM:


Karl G. Anuta (Of Attorneys for The
Surfrider Foundation)

4-6-23
Date


Douglas Raab (Of Attorneys for the
O'Learys)

4/5/23
Date