## ASSIGNMENT

For and in consideration of the sum of One Dollar (\$1.00) and of other good and valuable consideration, the receipt of all of which is hereby acknowledged, HARBOR PLYWOOD CORPORATION, a Delaware corporation (hereinafter called "Harbor"), does hereby ASSIGN, TRANSFER and SET OVER unto INTERNATIONAL PAPER COMPANY, a New York corporation (hereinafter called "International"), that certain contract dated September 30, 1953 between Weyerhaeuser Timber Company, a Washington corporation, and Harbor and all Harbor's right, title and interest in, to and under said contract relating to an easement to improve, maintain and use a road over the following described lands in Skamania County, Washington:

Lot 2;	$S_2^{\downarrow}NE_4^{\downarrow}$ ;	$SE_{4}^{1}NW_{4}^{1};$	$N\frac{1}{2}SE\frac{1}{4}$ ;	SE4SE4	Sec.	5-7N-5E,	W.M.	
NE4NE4			- 77		-	7-7N-5E,	W. M.	
₩ <del>\$</del> ₩ <del>\$</del>		- 4	- T	b. 7		9-7N-5E,	W. M.	•
Nanca;	SW4SE4			•			W. M.	ė
SZSEZ		- 6	- 1	-	•	32-8N-5E,	W. M.	

Harbor covenants and agrees that it will perform all obligations and make all payments on its part required under said contract insofar as such obligations and payments shall have accrued up to, or shall arise from events occurring before, the date hereof, whether or not performance or payment thereof would otherwise be required prior to said date, and that it will indemnify International from any and all loss, damage or expense resulting from its failure to comply with its undertakings hereunder.

International, by its acceptance of this assignment, agrees to undertake the responsibilities and duties of Harbor under said contract arising on and after the date hereof, but International shall not be obligated to perform any obligation or make any payment.

responsibility for which Harbor has hereby undertaken.

IN WITNESS WHEREOF, Harbor has caused these presents to be executed this /4th day of February, 1958.

HARBOR PLYWOOD CORPORATION

Ву

No. DEggeller

Attest:

Secretary

TRANSACTION EXCISE TAX
JUN 1 6 1958

Amount Paid 103 00 Malue & Jeter Skamania County Treasurer By Ducky O Nicking Dep.

STATE OF OREGON

County of Multhaman

On this \d day of February, 1958 before me personally appeared Martin N. Deggeller and Elvin Byles, to me known to be the President and Secretary, respectively, of Harbor Plywood Corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of the corporation.

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

## ACCEPTANCE

International Paper Company hereby accepts the foregoing assignment and the obligations therein specified to be undertaken by it, subject to the terms and conditions thereof.

Dated: February 14 th , 1958.

INTERNATIONAL PAPER COMPANY

By D. Leland.	
Attest: Vice President	
( ) continued	
Assistant Secretary	
STATE OF OREGON )	
County of MUITHOMAH )	
On this 14th day of February, 1958 before me personally appeared J. D. Leland and R. T. Frost, to me known to be the Vice President and Assistant Secretary, respectively, of International Paper Company, the corporation that executed the within and fore-	
going instrument, and acknowledged said instrument to be the free and voluntary act and deed of the corporation for the uses and	
purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of the corporation.	
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first hereinabove written.	•
Ruhus E Kunpoley No tary Public for oregin	•
my Commusion expers 8/30/58	
ACKNOWLEDGMENT OF ASSIGNMENT	
Weyerhaeuser Timber Company hereby acknowledges due	
notice of and consents to the assignment made in the foregoing	
instrument.	
Dated: February , 1958	
WEYERHAEUSER TIMBER COMPANY	
Attest: By	

## ACKNOWLEDGMENT OF ASSIGNMENT

Weyerhaeuser Timber Company hereby acknowledges due notice of and consents to the assignment made in the foregoing instrument upon the express condition and agreement that Article IV-G, pp. 4-5, of that certain contract dated September 30, 1953, between Weyerhaeuser Timber Company and Harbor Plywood Corporation be and the same hereby is amended to read as follows:

- "G. 1. Neither party has made any representation as to the present or future condition of its property or the character of the traffic on said road.
- 2. Whenever one party hereto suffers damage to its property resulting directly or indirectly from any negligent act or omission of the other party hereunder or incurs costs made reasonably necessary in order to suppress fires resulting directly or indirectly from acts or omissions of the other party hereunder, whether negligent or otherwise, such other party shall promptly reimburse that party which suffers such damage or incurs such costs.
- 3. Each party using said road agrees to indemnify and hold harmless the other party against all claims or liabilities asserted by third parties, including, but not limited to, governmental agencies, resulting directly or indirectly from acts or omissions hereunder, whether negligent or otherwise, of the party using said road or occupying any right of way herein granted."

In consideration of Weyerhaeuser Timber Company's consent to the assignment, as aforesaid, International Paper Company hereby agrees to the above and foregoing amendment.

Dated: April 30, 1958.

Attest:

By

Vice-President

Assistant Secretary

Dated: April , 1958.

INTERNATIONAL PAPER COMPANY

Attest:
Assistant Secretary