

33863

ASSIGNMENT

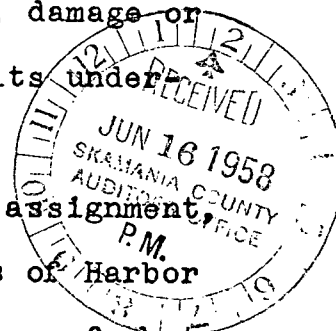
For and in consideration of the sum of One Dollar (\$1.00) and of other good and valuable consideration, the receipt of all of which is hereby acknowledged, HARBOR PLYWOOD CORPORATION, a Delaware corporation (hereinafter called "Harbor"), does hereby ASSIGN, TRANSFER and SET OVER unto INTERNATIONAL PAPER COMPANY, a New York corporation (hereinafter called "International"), that certain contract dated August 1, 1950, (as amended by Supplemental Agreement dated May 6, 1952) 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 construct, maintain, repair and use a roadway over the following described lands in Clark and Skamania Counties:

Fr. $W\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$	S 5	T 5N	R 4E	W. M.
S $\frac{1}{2}$ SE $\frac{1}{4}$	32	6N	4E	"
Lots 4 and 5	25	7N	4E	"
Lots 5, 1 and 3	35	7N	4E	"
Lots 7 and 8	29	7N	5E	"
Fr. N $\frac{1}{2}$ NE $\frac{1}{4}$, Lot 5, SE $\frac{1}{4}$ NW $\frac{1}{4}$	31	7N	5E	"

and the right to use the existing road upon, over and across $W\frac{1}{2}$ NE $\frac{1}{4}$, and SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 25, Township 7 North, Range 5 East of 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 14th day of February, 1958.

HARBOR PLYWOOD CORPORATION

By Martin N. Deggeller
President

ATTEST:

Elvin Byles
Secretary

No. 2774
TRANSACTION EXCISE TAX

JUN 16 1958

Amount Paid \$ 5.50

Mabel J. Jeter
Skamania County Treasurer

By Bernice D. Melling, Sec.

STATE OF OREGON)
County of MULTNOMAH) ss.

On this 14th 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.

Richard E. Kingsley
Notary Public for Oregon
my Commission Expires 8/30/58

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 14th, 1958.

INTERNATIONAL PAPER COMPANY

By J. D. Leland
Vice President

ATTEST:

By R. T. Frost
Assistant Secretary

STATE OF Oregon)
 County of Multnomah) ss.

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 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.

Patricia Altermatt
 Notary Public
 NOTARY PUBLIC FOR OREGON
 My Commission Expires Oct. 10, 1960

ACKNOWLEDGMENT OF ASSIGNMENT

Weyerhaeuser Timber Company hereby acknowledges due notice of the assignment made in the foregoing instrument.

Dated: April 30, 1958.

WEYERHAEUSER TIMBER COMPANY

By [Signature]
 Vice President

ATTEST:

[Signature]
 Assistant Secretary