

146933

BOOK 234 PAGE 23

FILED  
SKAMANIA CO. DEED

Dec 18 12 33 PM '02  
J. H. MOSE  
J. H. MOSE

AFTER RECORDING, RETURN TO:

Sutherland Asbill & Brennan LLP  
Attention: Victor P. Haley  
999 Peachtree Street, NE  
Atlanta, Georgia 30309-3996

ASSIGNMENT AND ASSUMPTION AGREEMENT FOR ACCESS RIGHTS

SR 25067 COVER SHEET

To be recorded with the Skamania County Recorder.

Reference No. (if applicable):

Grantor Name:

Lincoln Timber LLC, a Delaware limited liability company

Grantee:

Pacific Timber Acquisitions LLC, a Delaware limited liability company

Legal Description (Abbreviated): SE Qtr Sec 24 T7 R5E; PTN Sec 34 T7 R6E

Full Legal Description:

See Exhibit A attached.

Assessor's Property Tax  
Parcel/Account Nos.:

07-06-34-0-0-0300-00

850  
07-05-00-0-0-2700

REAL ESTATE EXCISE TAX

N/A

DEC 18 2002

PAID BY EXCISE #22687 DTD 12/18/02  
Victor C. Chellard, Jr.  
SKAMANIA COUNTY TREASURER

BOOK 234 PAGE 24

AFTER RECORDING, RETURN TO:  
Sutherland Asbill & Brennan LLP  
Attention: Victor P. Haley  
999 Peachtree Street, NE  
Atlanta, Georgia 30309-3996

UNTIL A CHANGE IS REQUESTED,  
SEND ALL TAX STATEMENTS TO:  
Pacific Timber Acquisitions LLC  
c/o Forest Investment Associates LP  
Attention: Charles L. VanOver  
15 Piedmont Center, Suite 1250  
Atlanta, GA 30305

#### ASSIGNMENT AND ASSUMPTION AGREEMENT FOR ACCESS RIGHTS

This ASSIGNMENT AND ASSUMPTION AGREEMENT FOR ACCESS RIGHTS dated as of November 12, 2002 (this "Agreement"), is by and between LINCOLN TIMBER LLC, a Delaware limited liability company ("Lincoln"), and PACIFIC TIMBER ACQUISITIONS LLC, a Delaware limited liability company ("Pacific Timber").

#### RECITALS

WHEREAS, Lincoln and Pacific Timber have concurrently herewith consummated the purchase and sale of certain property and assets, such transaction being pursuant to the terms and conditions of that certain Asset Purchase Agreement dated as of September 5, 2002, as amended by the First Amendment to Asset Purchase Agreement dated as of October 22, 2002 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Lincoln has agreed to assign to Pacific Timber certain access rights appurtenant to or used in connection with certain real property in Skamania County, Washington that Lincoln has conveyed to Pacific Timber by Statutory Bargain and Sale Deed of even date herewith, which real property is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Ryderwood Timberlands").

NOW, THEREFORE, in consideration of the exchange of assets and the payment of cash pursuant to the Agreement, the receipt and sufficiency of which are hereby acknowledged by Lincoln and Pacific Timber, Lincoln and Pacific Timber hereby agree as follows:



1. Effective as of the date of this Agreement, Lincoln hereby grants, assigns, and transfers to Pacific Timber all of Lincoln's right, title, and interest in and to all access licenses, reciprocal access agreements, road use agreements, easements, access contracts, and all other access rights appurtenant to, or used in connection with the Ryderwood Timberlands (the "Access Rights and Agreements"), including but not limited to those listed on Exhibit B attached hereto and incorporated herein by this reference.

2. Pacific Timber hereby assumes all obligations of Lincoln accruing under the Access Rights and Agreements after the date of this Agreement.

3. Lincoln shall indemnify, defend and hold harmless Pacific Timber from any claim, loss or liability arising under the Access Rights and Agreements based upon matters arising or occurring on or prior to the date of this Agreement or the failure of Lincoln to perform obligations accruing on or prior to the date of this Agreement under the Access Rights and Agreements. Pacific Timber shall indemnify, defend and hold harmless Lincoln from any claim, loss or liability arising under the Access Rights and Agreements based upon matters arising or occurring after the date of this Agreement or the failure of Pacific Timber to perform obligations accruing after the date of this Agreement under the Access Rights and Agreements.

4. This Agreement shall be governed by, and construed in accordance with the laws of the State of Washington.

5. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original and all of which together shall constitute one and the same instrument.

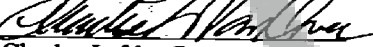
6. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

IN WITNESS WHEREOF, Pacific Timber and Lincoln have executed this Assignment and Assumption Agreement for Access Rights as of the day and year first above written.

**PACIFIC TIMBER ACQUISITIONS LLC,**  
a Delaware limited liability company


By: **FOREST INVESTMENT ASSOCIATES L.P.,**  
as Manager

By: **Forest Investment Associates, Inc.,**  
as Sole General Partner

By:   
**Charles L. VanOver**  
Vice President

**LINCOLN TIMBER LLC,**  
a Delaware limited liability company

By: **THE CAMPBELL GROUP, LLC, as Manager**

By:   
**Stanley G. Renecker**  
Managing Director - Acquisitions

BOOK 234 PAGE 26

STATE OF OREGON       )  
                                  ) ss.  
County of Multnomah    )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of November, 2002 by Charles L. VanOver, the Vice President of Forest Investment Associates, Inc., the Sole General Partner of Forest Investment Associates, L.P., the Manager of Pacific Timber Acquisitions LLC, a Delaware limited liability company.



OFFICIAL SEAL  
TILLIE NASSON  
NOTARY PUBLIC - OREGON  
COMMISSION NO. 354167  
MY COMMISSION EXPIRES JANUARY 29, 2006

*Tillie Nasson*  
Notary Public for Oregon

My commission expires: 1-29-06

STATE OF OREGON       )  
                                  ) ss.  
County of Multnomah    )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of November, 2002 by Stanley G. Renecker, the Managing Director - Acquisitions of The Campbell Group, LLC, as Manager of Lincoln Timber LLC, a Delaware limited liability company.



OFFICIAL SEAL  
TILLIE NASSON  
NOTARY PUBLIC - OREGON  
COMMISSION NO. 354167  
MY COMMISSION EXPIRES JANUARY 29, 2006

*Tillie Nasson*  
Notary Public for Oregon

My commission expires: 1-29-06



BOOK 234 PAGE 27

THE FOLLOWING IS LOCATED IN SKAMANIA COUNTY, STATE OF  
WASHINGTON

EXHIBIT A  
TOWNSHIP 7 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN

Section 24: The Southeast quarter

TOWNSHIP 7 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN

Section 34: The South half of the Southeast quarter

EXCEPT that portion conveyed to Pacific Power and Light Company by instrument  
recorded in Book 48, page 276

That part of Government Lots 7 and 8 of said Section 34, lying Southerly of the Survey  
line described as follows: Beginning at the Southwest corner of said Government Lot 7;  
thence South  $89^{\circ}50'40''$  East 136.80 feet; thence North  $63^{\circ}10'30''$  East 982.45 feet;  
thence South  $89^{\circ}54'$  East 1,163.79 feet; thence South  $32^{\circ}46'15''$  East 532.48 feet, more or  
less, to the South line of Government Lot 8; thence South  $89^{\circ}50'40''$  East 182.92 feet  
along said South line of said Government Lot 8 to the Southeast corner thereof.

BOOK 234 PAGE 28

EXHIBIT B

Access Rights and Agreement

None

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