

WHEN RECORDED, RETURN TO:

Weyerhaeuser Company
Attn: Ross Graham
PO Box 190
Castle Rock WA 98611

Type of Document:

Partial Assignment of Reserved
Road Easement Rights

Reference Nos. of

Document(s) Partially Assigned:

Cowlitz County:
Volume 946, page 782; Auditor's No. 821221010
Skamania County:
Deed Book 81, page 774; Auditor's No. 95042

Assignor:

Weyerhaeuser Company

Assignee:

Saint Helens Property LLC

Abbreviated Legal Descriptions:

Cowlitz County:
25-10N-4E: W $\frac{1}{2}$ SE $\frac{1}{4}$
Skamania County:
19-10N-5E: SW $\frac{1}{4}$ SE $\frac{1}{4}$
20-10N-5E: S $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
21-10N-5E: SW $\frac{1}{4}$
30-10N-5E: NW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$

Assessor's Property Tax Parcel Nos.:

Cowlitz County:
EV2501002
Skamania County:
10 05 00 00 2200 00
10 05 00 00 2300 00
10 05 00 00 2400 00
10 05 00 00 3500 00

REAL ESTATE EXCISE TAX

N/A

APR 22 2008

PAID

N/A

[Signature]
SKAMANIA COUNTY TREASURER

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PARTIAL ASSIGNMENT
OF
RESERVED ROAD EASEMENT RIGHTS

This Partial Assignment of Reserved Road Easement Rights Agreement ("Agreement") is entered into by and between **Weyerhaeuser Company**, a Washington corporation ("Weyerhaeuser") and **Saint Helens Property LLC**, a Washington limited liability corporation ("Saint Helens Property") and is effective as of October 6, 2007.

RECITALS

- A. **WHEREAS**, in 1982, following the volcanic eruption of Mount St. Helens, Weyerhaeuser and the United States of America, acting by and through the United States Forest Service ("USFS"), effectuated a certain real property conveyance in Cowlitz and Skamania Counties pursuant to which Weyerhaeuser helped the USFS consolidate federal ownership in and near the blast area to create the Mount St. Helens National Volcanic Monument.
- B. **WHEREAS**, much of the real property ownership in the area of the Mount St. Helens National Volcanic Monument was "checkerboard" ownership whereby alternating sections of property were publicly owned. Accordingly, even after the real property conveyances to increase consolidation of public and private lands, respectively, it was necessary and/or desirable for parties to have road agreements pursuant to which the parties could access their ownership through and over non-owned property.
- C. **WHEREAS**, as part of the above mentioned 1982 conveyance, Weyerhaeuser conveyed to the United States certain real property pursuant to that certain Statutory Warranty Deed, recorded December 21, 1982 in the Deed Records of Cowlitz County, Washington in Volume 946, page 782, under Auditor's No. 821221010, and in the Deed Records of Skamania County, Washington in Deed Book 81, page 774, under Auditor's No. 95042 (collectively the "1982 Deed").
- D. **WHEREAS**, pursuant to agreement with the United States, the 1982 Deed reserved to Weyerhaeuser, its successors, and assigns, road easement rights over and across lands and roads in Cowlitz and Skamania Counties, Washington, including, but not limited to, certain roads over and across portions of:

**Section 25, Township 10 North, Range 4 East, W.M.,
Cowlitz County, Washington and**

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**Sections 19, 20, 21 and 30, Township 10 North,
Range 5 East, W.M., Skamania County, Washington**

A portion of said rights are described on the attached **Exhibit A** ("Reserved Road Easement Rights").

- E. **WHEREAS**, by Statutory Warranty Deed, dated September 25, 2007, recorded in Cowlitz County, Washington under Auditor's No. 3348398 and by Statutory Warranty Deed, dated September 25, 2007, recorded in Skamania County, Washington under Auditor's No. 2007167833, Weyerhaeuser conveyed to Saint Helens Property certain lands in **Township 10 North, Ranges 4 and 5 East, W.M. in Cowlitz and Skamania Counties** ("Saint Helens Lands") that are benefited by the Reserved Road Easement Rights located as described in the attached **Exhibit A**.
- F. **WHEREAS**, Weyerhaeuser and Saint Helens Property agree that those Reserved Road Easement Rights that provide ingress to and egress from the Saint Helens Lands shall be assigned, in part, to Saint Helens Property.
- G. **WHEREAS**, subject to the terms and conditions set forth in this Agreement, Weyerhaeuser desires to assign, in part, and Saint Helens Property desires to assume, in part, the agreements, rights, and obligations set forth herein.

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **PARTIAL ASSIGNMENT.** Weyerhaeuser, to the extent that it may do so, hereby assigns, in part, **WITHOUT WARRANTY**, unto Saint Helens Property, the Reserved Road Easement Rights described on the attached **Exhibit A** providing access to and egress from said Saint Helens Lands. The Reserved Road Easement Rights are located approximately as shown on the attached **Exhibit B**. Weyerhaeuser shall retain all other reserved easement rights under said 1982 Deed, including, but not limited to, the right to access its reserved mineral ownership located on said Saint Helens Property.
2. **PARTIAL ASSUMPTION.** Saint Helens Property does hereby accept, in part, Weyerhaeuser's right, title, and interest under the Reserved Road Easement Rights pertaining to the Saint Helens Lands and assumes Weyerhaeuser's

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obligations thereunder and agrees to pay and discharge, and release weyerhaeuser from all payments that accrue and first arise and become due and payable after the date hereof and all obligations and liabilities of Weyerhaeuser arising on and after the date hereof under and pursuant to the Reserved Road Easement Rights, except to the extent such obligations or liabilities relate to any breach or violation of any Reserved Road Easement Rights prior to the date hereof. Saint Helens Property hereby further binds and obligates itself to comply with and conduct its activities in strict accordance with all terms, conditions, and covenants of said Reserved Road Easement Rights as set forth or referenced in the 1982 Deed.

3. **INDEMNITY.** Notwithstanding any provision to the contrary, Saint Helens Property agrees to defend, indemnify, and hold harmless Weyerhaeuser from any claim pertaining to Saint Helens Property's use of the Reserved Road Easement Rights or its non-compliance with the terms, conditions, and covenants pertaining thereto.
4. **SUCCESSORS & ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors, assigns, and legal representatives.

EXECUTED AND EFFECTIVE as of the date first above written.



WEYERHAEUSER COMPANY

By: James M. Braun

Its: SENIOR VICE PRESIDENT

By: [Signature]

Its: Assistant Secretary

SAINT HELENS PROPERTY LLC

By: [Signature]

Its: MANAGER

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STATE OF WASHINGTON
COUNTY OF KING

} ss

On this 18th day of APRIL, 2008, before me personally appeared JAMES M. BRANSON and G.W. BOERCE, to me known to be the SENIOR VICE PRESIDENT and Assistant Secretary, respectively, of **WEYERHAEUSER COMPANY**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute and deliver said instrument, and that the seal affixed is the corporate seal of said corporation.

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



Heidi Hausman
Notary Public in and for the State of Washington
residing at _____

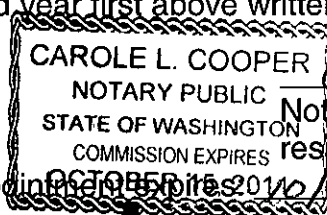
My appointment expires: _____

STATE OF WASHINGTON
COUNTY OF PIERCE

} ss

On this 21ST day of APRIL, 2008, before me personally appeared KURT ERICKSON, to me known to be the MANAGER of **SAINT HELENS PROPERTY LLC**, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute and deliver said instrument.

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



Carol L Cooper
Notary Public in and for the State of Washington
residing at UNIVERSITY PLACE

My appointment expires 10/15/2011

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Exhibit A

The RESERVED ROAD EASEMENT RIGHTS to be partially assigned to Saint Helens Property LLC. These road reservations are substantially as described in said 1982 Deed from Weyerhaeuser Company to the United States of America:

"Reserving to Weyerhaeuser Company, its successors and assigns, a perpetual easement to use the roads described herein and shown on the maps attached hereto, for all purposes related to the protection, administration, management and utilization of Weyerhaeuser's lands, now or hereafter owned or controlled, subject to:

The bearing of road maintenance costs proportionate to use as provided in 36 CFR 212.7(c).

The following listed easements reserved by Weyerhaeuser Company shall be 33 feet on each side of the centerline with such additional width as required for accommodation and protection of cuts and fills of the roads located approximately as shown in the attached Road Exhibit maps.

T. 10N., R. 4E., W.M., Cowlitz County, Washington

Section 25, Weyerhaeuser Road 3500, 0.61± miles.

Beginning at a point on the north line of the NW¼SE¼, Section 25, T. 10N., R. 4E., W.M., 2,080± feet west of the east ¼ corner said Section 25; thence in a southwesterly direction across the W½SE¼ of said Section 25, exiting at a point on the west line of the W½SE¼ of said Section 25, 250± feet north of the S¼ corner said Section 25.

Section 25, Weyerhaeuser Road 3560, 0.04± miles.

Beginning at a point in the NW¼NW¼SE¼, Section 25, T. 10N., R. 4E., W.M., where the 3560 road and 3500 road fork; thence north to the north line of NW¼NW¼SE¼ said Section 25, exiting at a point 2,160± feet west of the east 4 corner said Section 25.

Section 25, Weyerhaeuser Road 3559, 0.26± miles.

Beginning at a point in the NW¼SE¼, Section 25, T. 10N., R. 4E., W.M. where the 3559 road and 3500 road meet; thence in a southwesterly direction into the

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SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 25, exiting at a point on the west line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 25, 1,100 \pm feet north of the S $\frac{1}{4}$ corner of said Section 25.

Section 25, Weyerhaeuser Road 3561, 0.11 \pm miles.

Beginning at a point on the north line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 25, T. 10N., R. 4E., W.M., 2,200 \pm feet west of the east $\frac{1}{4}$ corner of said Section 25 where the 3561 and 3560 roads meet; thence southwesterly exiting at a point on the west line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 25, 2,420 \pm feet north of the S $\frac{1}{4}$ corner said Section 25.

T. 10N., R 5E., W.M., Skamania County, Washington

Sections 19, 20, 30, Weyerhaeuser Road 3500, 2.27 \pm miles.

Beginning at the point on the boundary between the SW $\frac{1}{4}$ NW $\frac{1}{4}$ and SE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 30, T. 10N., R. 5E., W.M., where the 3500 road enters the herein conveyed property; thence continuing in a northeasterly direction across the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 30, passing into the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 30, crossing into the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 30 at a point 750 \pm feet south of the N $\frac{1}{4}$ corner of said Section 30, continuing northeasterly across the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 30, exiting said Section 30 and entering the SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 19, T. 10N., R. 5E., W.M., at a point 570 \pm feet east of the $\frac{1}{4}$ corner common to said Sections 19 and 30, continuing northeasterly across the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 19, into the NW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 19 where the road begins to bear easterly; thence across the N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 19, exiting the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 19 and entering the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 20, T. 10N. R. 5E., W.M., at a point on the line between said Sections 19 and 20, 900 \pm feet north of the Section corner common to Sections 19 and 20 on their south lines; continuing easterly across the S $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 20, exiting said S $\frac{1}{2}$ SW $\frac{1}{4}$, Section 20 and entering the S $\frac{1}{2}$ SE $\frac{1}{4}$, Section 20 at a point 800 \pm feet north of the south $\frac{1}{4}$ corner of said Section 20 to a point in the S $\frac{1}{2}$ SE $\frac{1}{4}$ of said Section, 270 \pm feet east of the west line of said S $\frac{1}{2}$ SE $\frac{1}{4}$, Section 20. That portion of the above described road in said Section 20 also forms part of the boundary of the lands herein conveyed.

Section 21, Weyerhaeuser Road 3500, (mileage included in Sections 19, 20 and 30).

Beginning at a point in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 21, T. 10N., R. 5E., W. M., 900 \pm feet east and 150 \pm feet north of the west $\frac{1}{4}$ corner of said Section 21 (where the 3500 road enters that portion of Section 21, herein conveyed; thence across the S $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ of said Section 21 crossing into the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 21 at a point 1,950 \pm feet east of the W $\frac{1}{4}$ corner of said Section 21 and continuing southerly

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across the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 21 to a point where the 3500 and 3595 roads fork.

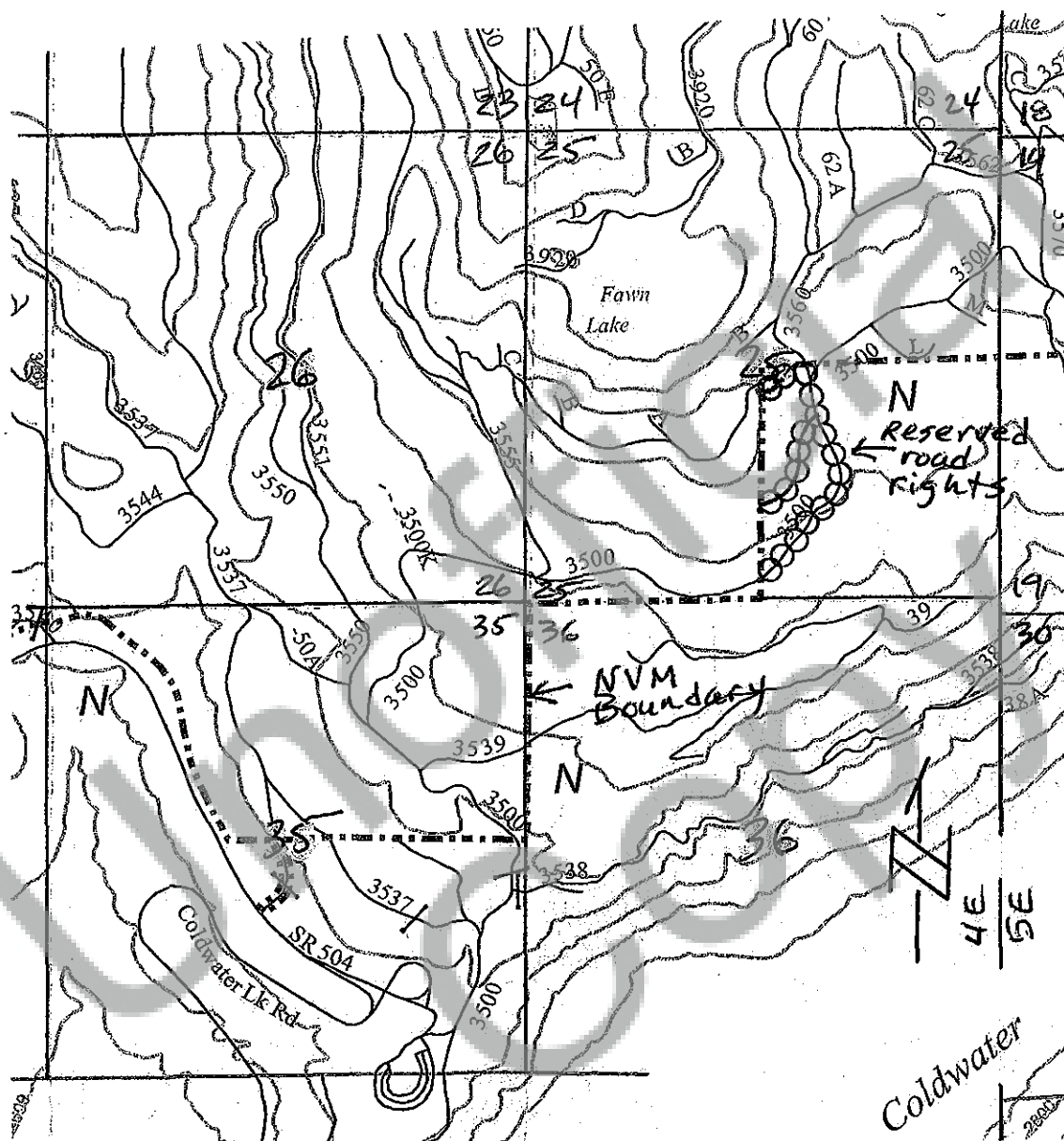
Section 21, Weyerhaeuser Road 3595, 0.5± miles.

Beginning at a point in the NE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 21, T. 10N., R. 5E., W.M., where the 3500 road and 3595 road fork; thence southeasterly across the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 21, continuing around the switchback where the road bears westerly to the west line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ said Section 21.

If any portions of the above described road reservations are, in fact, entirely on lands not conveyed by (Weyerhaeuser to the United States of America), no rights are intended to be conveyed or assumed to have been conveyed by the existence of this reservation, but rather the description used is such because it provides the best way of describing the road and providing road reservations where detailed surveys are not available or advisable."

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Map of reserved road easement rights partially assigned to:

Saint Helens Property LLC

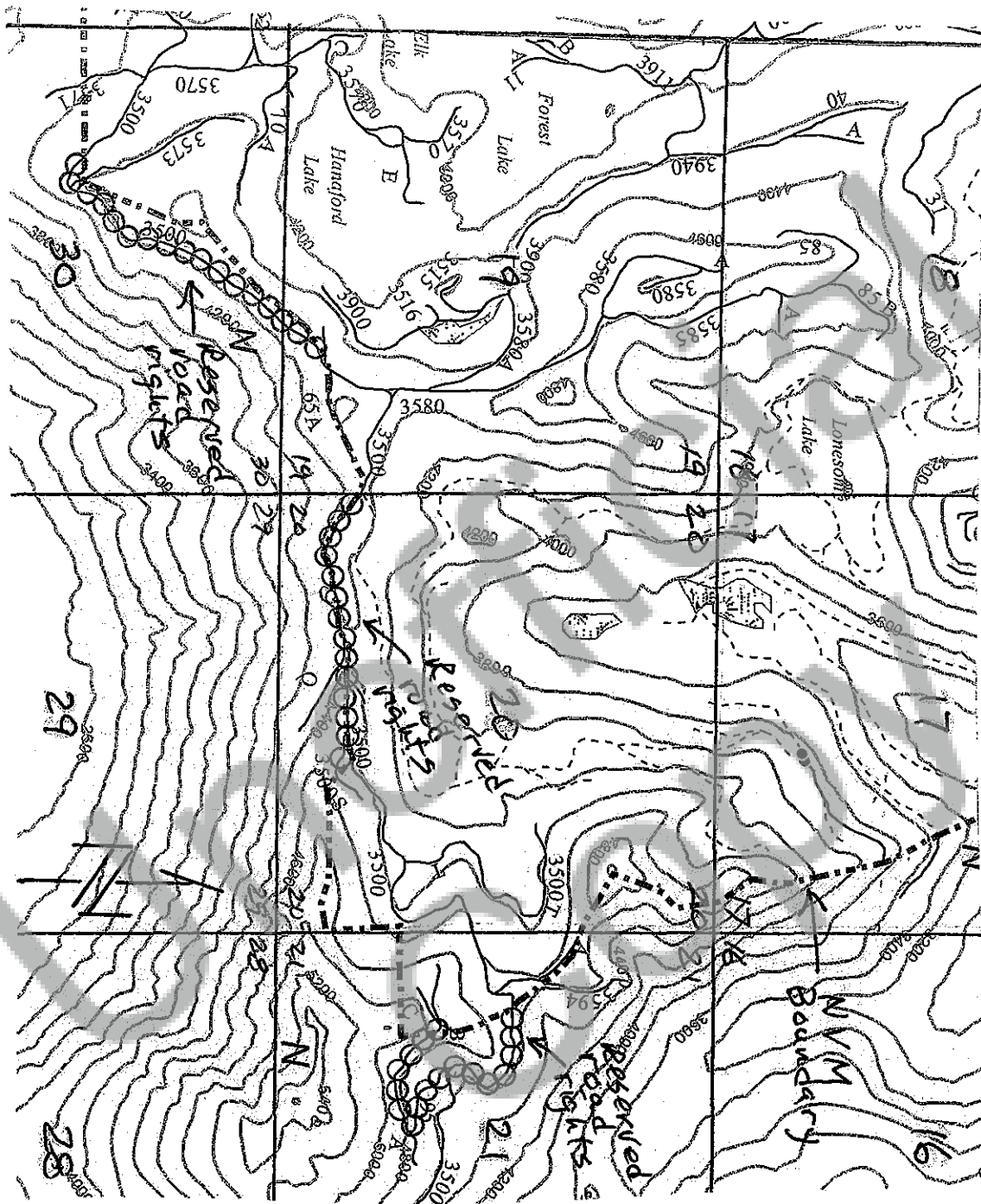
In Cowlitz County: Ptn. Sec 25-10N-4E, W.M.

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Map of reserved road easement rights partially assigned to:
Saint Helens Property LLC
In Skamania County: Pts. Sec's 19, 20, 21 and 30-10N-5E, W.M.

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