

FILED FOR RECORD AT THE REQUEST OF:

Weyerhaeuser Company
220 Occidental Avenue South
Seattle, WA 98104
Attn: Legal Department

Title: PARTIAL ASSIGNMENT AND ASSUMPTION OF EASEMENT RIGHTS
Reference Number(s) of Documents assigned or released: 111485
Grantor: WEYERHAEUSER COMPANY, a Washington corporation
Grantee: GREEN GATE, LLC, a Washington limited liability company
Legal description (abbreviated: i.e. lot, block, plat or section, township, range) Ptn of Lots 1 and 2, Sec. 6, T 3 N, R 8 E, W.M.
Additional legal is on page of document.
Assessor's Property Tax Parcel 10100000000000

**PARTIAL ASSIGNMENT AND ASSUMPTION
OF EASEMENT RIGHTS**

This Partial Assignment and Assumption of Easement Rights (this "Assignment"), is effective this 25th day of April, 2019, by **WEYERHAEUSER COMPANY**, a Washington corporation, successor by merger to Weyerhaeuser Columbia Timberlands LLC, successor by merger to Longview Timberlands, LLC, whose address is 220 Occidental Avenue South, Seattle, Washington 98104, hereinafter called "Assignor" and **GREEN GATE, LLC**, a Washington limited liability company, whose address is P.O. Box 570, Cascade Locks, Oregon 97014, herein referred to as "Assignee".

WITNESSETH

WHEREAS, the United States of America acting by and through the Forest Service, Department of Agriculture, granted an easement to Assignor, in that certain Forest Road and Trial Act Private Road Easement recorded June 28, 1991 in Book 123, Page 889, Instrument No. 111485, records of Skamania County, Washington ("Easement No. 1"); and

WHEREAS, Assignor, as Grantor, conveyed to Assignee, as Grantee, certain property described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Sale Property"); and

WHEREAS, Assignor and Assignee desire that Assignor partially assign its rights and obligations in the Easements and Assignee desires to assume the same.

NOW, THEREFORE, the parties hereto, for consideration already paid in the above said conveyance, hereby agree as follows:

1. Subject to the terms of Easement No. 1, Assignor partially assigns, transfers, and sets over to Assignee, without warranty, Assignor's right, title and interest in, to and under Assignor's access rights described in the Easements, to access the Sale Property and none other; provided, however, that Assignor retains for itself, its successors and assigns, the rights and obligations in and to the Easements to access its property.
2. Assignee hereby accepts this Assignment and assumes and agrees to be bound by and perform all obligations and liabilities arising under the Easements after the date of this Assignment.
3. Assignee hereby indemnifies and holds harmless Assignor from and against any and all claims, causes of action or damages (including attorney's fees, expenses of litigation and costs of appeal), if any, arising out of Assignee's assumption of Assignor's rights and obligations pursuant to the Easements which arise after the date hereof. Assignor hereby indemnifies and holds harmless Assignee from and against any and all claims, causes of action or damages (including attorney's fees, expenses of litigation and costs of appeal), if any, arising out of liabilities incurred or Assignor's failure to perform any condition or covenant of the Easements which arose prior to the date hereof.
4. This Assignment shall be interpreted and construed under the laws of the State of Washington.

[Signatures on the following two pages]

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ASSIGNEE:

GREEN GATE, LLC,
A Washington limited liability company

By Robert A. Sourcek
Name Robert A. Sourcek for Green Gate LLC
Title member

ACKNOWLEDGMENT

STATE OF Oregon)
)ss
COUNTY OF Hood River)

On this 23rd day of April, 2019, before me personally appeared Robert A. Sourcek, to me known to be the Member of Green Gate LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument on behalf of the limited liability company.

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



[Signature]
Notary Public in and for the
State of Oregon
Residing at 440 Ballou, Cl, OR 97014
My Commission Expires: 12/13/2019
Printed Name: Megan M. Janik

Exhibit "A"

Legal Description of the Property

The Southeast quarter of the Northeast quarter and the East half of the Southeast quarter of Section 6, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.
EXCEPTING THEREFROM that portion lying Southerly of the centerline of Panther Creek.
Tax Parcel 03-08-06-0-0-0500-00

The Southwest quarter of the Northeast quarter and the North half of the Northwest quarter of the Southeast quarter of Section 6, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.
Tax Parcel 03-08-06-0-0-0400-00

The North half of the Southwest quarter and the Southeast quarter of the Southwest quarter of Section 5, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.
Tax Parcel 03-08-05-0-0-0300-00

The Southwest quarter of the Northwest quarter of Section 5, Township 3 North, Range 8 East, Willamette Meridian, County of Skamania, State of Washington.
Tax Parcel 03-08-05-0-0-0200-00