

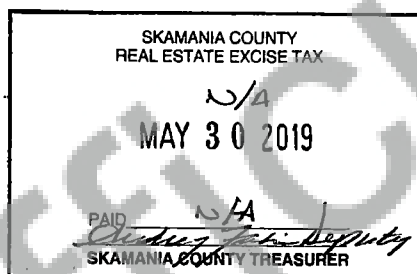
WHEN RECORDED, RETURN TO:

WEYERHAEUSER COMPANY

ATTN: LAND TITLE

220 OCCIDENTAL AVENUE SOUTH

SEATTLE, WA 98104



GRANTOR/ASSIGNOR: WEYERHAEUSER COMPANY, a Washington corporation

GRANTEE/ASSIGNEE: Jacob D. McKay and Tiffany A. McKay, as joint tenants with the right of survivorship

COUNTY: Skamania

ABBREVIATED LEGAL: Portion of the SE 1/4; NW 1/4 NE 1/4 SE 1/4; NE 1/4 SE 1/4; Sec. 10, T 4 N, R 7 E, W.M. full legal description on pages 5,6 & 7

ASSESSOR PARCEL #: 04-07-00-0-0-0190-00; 04-07-15-0-0-0100-00

PARTIAL ASSIGNMENT AND ASSUMPTION OF EASEMENT

This Partial Assignment and Assumption of Easement (this "Assignment"), is made effective as of May 30, 2019 (the "Effective Date") between **WEYERHAEUSER COMPANY**, a Washington corporation, whose address is 220 Occidental Avenue South, Seattle, Washington 98104 (the "Assignor"), and **JACOB D. MCKAY** and **TIFFANY A. MCKAY**, as joint tenants with the right of survivorship (the "Assignee"), whose address is 19310 Riverwood Lane, Lake Oswego, OR 97035.

WHEREAS, by that Purchase and Sale Agreement dated May 16, 2019 (the "Agreement") and certain conveyance documents executed in connection therewith, Assignee purchased from Assignor certain real property and all rights and appurtenances associated therewith located in Skamania County, Washington and more particularly described in the Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, Assignor and Assignee desire that Assignor's right, title and interest in, to and under certain Right-of-Way Easement Deed, dated July 20, 1990 by and between Assignor's predecessor in interest, Longview Fibre Company and the United States of American (the "Easement"), be assigned to Assignee, as part of the transfer and conveyance of the Property to Assignee pursuant to the Agreement, and

WHEREAS, Assignee desires to assume such Easement contemporaneously with the closing of the transaction referenced in the Agreement.

NOW, THEREFORE, the parties hereto, for good and valuable consideration and in accordance with the terms of the Agreement, hereby agree as follows:

1. As of the Effective Date, Assignor partially assigns, transfers and sets over to Assignee, without warranty, Assignor's right, title and interest in, to and under the Easement related to the Property; Provided, however, that Assignor retains for itself, its successors and assigns, the rights and obligations in and to the Easement to access Assignor's real property as described in Exhibit B attached hereto and incorporated herein (the "Weyerhaeuser Property").

2. Assignee hereby accepts this Assignment of the Easement and assumes and agrees to be bound by and perform the Assignor's obligations and liabilities arising under the Easement after the Effective Date.

3. Assignee agrees to indemnify and hold the Assignor harmless 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 the Assignee's use of the Easement or this Assignment to Assignee. Assignor agrees to indemnify and hold the Assignee harmless 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 the Assignor's use of Easement or the rights retained by Assignor.

4. This Assignment shall be interpreted and construed under the laws of the State of Washington.

5. This Assignment 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.

[Signatures on following two pages]


IN WITNESS, WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

WEYERHAEUSER COMPANY, a Washington corporation

By: 

Name: James A. Kilberg

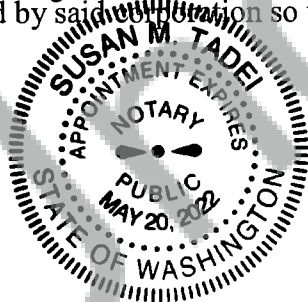
Title: Senior Vice President 

ACKNOWLEDGMENT

STATE OF WASHINGTON)

COUNTY OF KING)

James A. Kilberg personally appeared before me, the undersigned authority in and for said county and state, on this 22nd day of May, 2019, within my jurisdiction, and acknowledged that he/she is the Senior Vice President of Weyerhaeuser Company, a Washington corporation, and that for and on behalf of the said corporation, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.





Notary Public for the State of Washington
Residing in Indianola

My appointment expires: May 20, 2022
Printed Name: Susan M. Tadei

[Assignee signature page follows]

ASSIGNEE:

JACOB D. MCKAY and TIFFANY A. MCKAY,
as joint tenants with the right of survivorship

By: Jacob D. McKay
Jacob D. McKay

By: Tiffany A. McKay
Tiffany A. McKay

STATE OF Oregon
COUNTY OF Multnomah ss

I certify that I know or have satisfactory evidence that Jacob D. McKay and Tiffany A. McKay is/are the person(s) who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it to be of free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: May 29, 2019

Althea Samantha Williams

Notary Public for the
State of Oregon

My appointment expires April 23, 2023
Printed Name Althea Samantha Williams

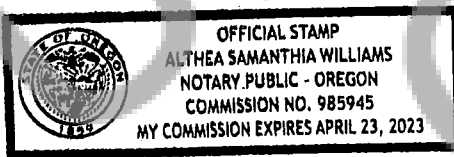


Exhibit A

The Property

Parcel 1:

The South half of the Southeast quarter, the South half of the Northwest quarter of the Northeast quarter of the Southeast quarter and the South half of the Northeast quarter of the Southeast quarter of Section 10, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Parcel 2:

That portion of the East half of Section 15, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, lying Northerly of the Wind River Highway.

EXCEPTING THEREFROM the following:

Beginning at a point 2,030.1 feet South 00°22' West of Section Corner common to Sections 10, 11, 14 and 15, Township 4 North, Range 7 East of the Willamette Meridian, said point being an iron pipe set in Westerly boundary of county road right of way known as Leete Road; from said point thence West for a distance of 450.0 feet to an iron pipe; thence South 15°45' East for a distance of 1,283.1 feet to an iron pipe set in Northerly right of way boundary of Wind River Highway; thence South 57°09' East along Northerly right of way boundary of said Highway for a distance of 118.5 feet to an iron pipe set in intersection of State Highway Right of Way boundary and Westerly right of way boundary of Leete Road; thence Northerly along West right of boundary of Leete Road for a distance of 1,299.4 feet more or less to a point of beginning.

ALSO EXCEPTING THEREFROM the following:

Being a portion of the Northwest quarter of the Northeast quarter and the Southwest quarter of the Northeast quarter of Section 15, Township 4 North, Range 7 East of the Willamette Meridian, Skamania County, Washington described as follows:

Commencing at a 2 1/2" iron pipe with aluminum cap marking the North quarter corner of Section 15 as shown in Book 3 of Surveys, Page 397-400, Skamania County Auditor records;

Thence South 00°46'08" West, along the West line of the Northeast quarter of Section 15, for a distance of 352.00 feet to the Point of Beginning;

Thence South 88°54'23" East, parallel with the North line of the Northeast quarter of Section 15, for a distance of 932.00 feet;

Thence South 00°46'08" West, parallel with the West line of the Northeast quarter of Section 15 for a distance of 192.04 feet, to the Easterly right-of-way line of that easement recorded under Book 119 of Deeds, Page 947, Skamania County Auditors records;

Thence South $41^{\circ}49'04''$ West, along said Easterly right-of-way line for a distance of 645.67 feet to an angle point in said right-of-way line;

Thence South $07^{\circ}23'19''$ West, along said Easterly right-of-way line for a distance of 775.18 feet to another angle point in said right-of-way line;

Thence South $08^{\circ}11'27''$ West, along said Easterly right-of-way line for a distance of 101.50 feet to the centerline of Wind River Highway;

Thence North $56^{\circ}23'30''$ West, along the centerline of Wind River Highway for a distance of 306.36 feet;

Thence continuing along said centerline along the arc of a 1,432.40 foot radius curve to the right, through a central angle of $7^{\circ}22'37''$ for an arc distance of 184.42 feet, the chord of which bears North $52^{\circ}42'12''$ West for a distance of 184.30 feet to the West line of the Northeast quarter of Section 15;

Thence North $00^{\circ}46'08''$ East, along said West line for a distance of 1,279.07 feet to the Point of Beginning.

Exhibit B

The Weyerhaeuser Property

Being a portion of the Northwest quarter of the Northeast quarter and the Southwest quarter of the Northeast quarter of Section 15, Township 4 North, Range 7 East of the Willamette Meridian, Skamania County, Washington described as follows:

Commencing at a 2 1/2" iron pipe with aluminum cap marking the North quarter corner of Section 15 as shown in Book 3 of Surveys, Page 397-400, Skamania County Auditor records;

Thence South 00°46'08" West, along the West line of the Northeast quarter of Section 15, for a distance of 352.00 feet to the Point of Beginning;

Thence South 88°54'23" East, parallel with the North line of the Northeast quarter of Section 15, for a distance of 932.00 feet;

Thence South 00°46'08" West, parallel with the West line of the Northeast quarter of Section 15 for a distance of 192.04 feet, to the Easterly right-of-way line of that easement recorded under Book 119 of Deeds, Page 947, Skamania County Auditors records;

Thence South 41°49'04" West, along said Easterly right-of-way line for a distance of 645.67 feet to an angle point in said right-of-way line;

Thence South 07°23'19" West, along said Easterly right-of-way line for a distance of 775.18 feet to another angle point in said right-of-way line;

Thence South 08°11'27" West, along said Easterly right-of-way line for a distance of 101.50 feet to the centerline of Wind River Highway;

Thence North 56°23'30" West, along the centerline of Wind River Highway for a distance of 306.36 feet;

Thence continuing along said centerline along the arc of a 1,432.40 foot radius curve to the right, through a central angle of 7°22'37" for an arc distance of 184.42 feet, the chord of which bears North 52°42'12" West for a distance of 184.30 feet to the West line of the Northeast quarter of Section 15;

Thence North 00°46'08" East, along said West line for a distance of 1,279.07 feet to the Point of Beginning.