


Filed for record at the request of
and after recording, return to:
Weyerhaeuser Company
Attn: Land Title
220 Occidental Avenue South
Seattle, WA 98104
File No. T2018-135

Skamania County, WA
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Request of: COLUMBIA GORGE TITLE


TITLE: ASSIGNMENT AND ASSUMPTION OF EASEMENT RIGHTS

ASSIGNOR: WEYERHAEUSER COMPANY, a Washington corporation

ASSIGNEE: COLUMBIA LAND TRUST, a non-profit Washington corporation

COUNTY: SKAMANIA COUNTY

PROPERTY ABBREVIATED LEGAL:

Ptn. Sec 7, 8, 17 & 20 T2N, R5E W.M.

Complete Legal Description on pages __ of this document.

PROPERTY ASSESSOR PARCEL #: Ptns of 02-05-00-0-0-0900-00; 02-05-00-0-0-0900-06; 02-05-20-0-0-0300-00

**ASSIGNMENT AND ASSUMPTION
OF EASEMENT RIGHTS**

This Assignment and Assumption of Easement Rights (this "Assignment"), is effective this 26 day of March, 2020, by WEYERHAEUSER COMPANY, a Washington company, successor by merger to Weyerhaeuser Columbia Timberlands LLC, which was successor by merger to Longview Timberlands, whose address is 220 Occidental Avenue South, Seattle, Washington 98104, hereinafter called "Assignor" and COLUMBIA LAND TRUST, a non-profit Washington corporation whose address is 850 Officer's Row, Vancouver, Washington 98661 herein referred to as "Assignee".

WITNESSETH

WHEREAS, Boise Cascade Corporation, Assignor's predecessor in interest, and the Washington State Department of Natural Resources (the "DNR") entered into an easement exchange in which the parties granted easements to the other parties in that certain Easement Agreement recorded December 2, 1974 in Book 67, Page 755, Instrument No. 78501 in the records Skamania County, Washington ("Easement No. 1");

WHEREAS, S.D.S. Company, Longview Fibre Company, Assignor's predecessor in interest, and the DNR entered into an easement exchange in which the parties granted easements to the other parties in that certain Easement Agreement recorded November 26, 1984 in Book 84, Page 98, Instrument No. 98520 in the records Skamania County, Washington ("Easement No. 2");

WHEREAS, S.D.S. Company, Longview Fibre Company, and the DNR entered into a supplement to Easement No. 2 in which the parties further granted easements to the other parties in that certain Easement Supplement recorded June 24, 1985 in Book 84, Page 656, under Instrument No. 99430; in the records Skamania County, Washington ("Easement No. 3"); and

WHEREAS, Longview Fibre Company and the DNR entered into a further supplement to Easement No. 1 in which the parties further granted easements to the other party in that certain Easement Supplement recorded March 13, 1997 in Book 163 page 331 under Instrument No. 127569, in the records Skamania County, Washington ("Easement No. 4");

WHEREAS, Longview Fibre Company and the DNR entered into a further supplement to Easement No. 1 in which the DNR granted an easement to Longview Fibre Company in that certain Easement Supplement recorded June 3, 1998 in Book 177 page 866 under Instrument No. 131771, in the records Skamania County, Washington ("Easement No. 5");

WHEREAS, Boise Cascade Corporation and DNR entered into that certain easement dated November 6, 1974 recorded in book 67 page 955 under Instrument No. 78501 in the records Skamania County, Washington ("Easement No. 6"). Easement No. 1, Easement No. 2, Easement No. 3, Easement No. 4, Easement No. 5 and Easement No. 6 are collectively hereinafter called (the "Easements").

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:

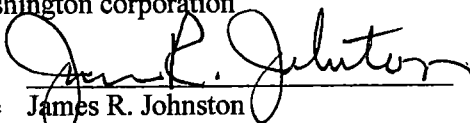
1. Assignor assigns, transfers, and sets over to Assignee, without warranty, Assignor's right, title and interest in, to and under Assignor's access rights described in the Easements, to access the Sale Property and none other; provided, however, that Assignor retains for itself, its successors and assigns, 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]

IN WITNESS, WHEREOF, the parties hereto have executed this Assignment to be effective the day and year first above written.

ASSIGNOR:

WEYERHAEUSER COMPANY
a Washington corporation

By 
Name James R. Johnston
Title Vice President

Unofficial
Copy

ACKNOWLEDGMENT

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this 18th day of March, 2020, I certify that I know or have satisfactory evidence that James r. Johnston is the person who appeared before me, and said person acknowledged that he signed this instrument, and on oath stated that he is authorized to execute the instrument and acknowledged it as the Vice President of Weyerhaeuser Company, a Washington corporation, and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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



Susan M. Tadei
Notary Public in and for the
State of Washington
Residing in Indianola
My Commission Expires: May 20, 2022
Printed Name: Susan M. Tadei

ASSIGNEE:

COLUMBIA LAND TRUST,
a non-profit Washington corporation

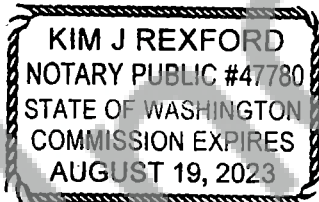
By [Signature]
Name Stephen F. Cook
Title General Counsel

ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF CLALLAM)ss

On this 19 day of March, 2020, I certify that I know or have satisfactory evidence that Stephen F Cook is the person who appeared before me, and said person acknowledged that he/she signed this instrument, and on oath stated that he/she was authorized to execute the instrument and acknowledged it as the General Counsel of Columbia Land Trust, a non-profit Washington corporation, and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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 Washington
Residing in Kelso
My Commission Expires: 8-19-23
Printed Name: Kim J REXFORD

Exhibit "A" to the Assignment

Sale Property

Skamania County, Washington

PARCEL NO. 1:

The East one-half of the Southeast one-quarter (E 1/2 SE 1/4), the South one-half of the Northeast one-quarter (S 1/2 NE 1/4) and the South one-half of the Northeast one-quarter of the Northeast one-quarter (S 1/2 NE 1/4 NE 1/4), of Section Seven (7), Township Two (2) North, Range Five (5) East of the Willamette Meridian: as shown on that particular survey recorded under Auditors File No. 2017000989 in the records of Skamania County, Washington.

EXCEPTING THEREFROM: A parcel of land lying Easterly of the center-line of a creek, said parcel being more particularly described as follows, to-wit:

COMMENCING at the Northeast corner of Section Seven (7), Township Two (2) North, Range Five (5) East, as shown on said survey; thence, South 01°07'54" West, along the East line of said Section 7, for a distance of 653.91 feet to the Northeast corner of the South one-half of the Northeast quarter of the Northeast quarter (S 1/2 NE 1/4 NE 1/4), as shown on said survey; thence, North 89°03'48" West, along the North line of said South one-half, for a distance of 195.83 feet to the center of a creek, as shown on said survey, being the **TRUE POINT OF BEGINNING**; thence, South 18°44'15" West, along the center-line of said creek, for a distance of 438.47 feet; thence, continuing along said center-line, South 13°37'33" East for a distance of 473.67 feet; thence, continuing along said center-line, South 28°43'00" East for a distance of 197.29 feet; thence, continuing along said center-line, South 60°20'31" East for a distance of 124.75 feet to the East line of said Section 7, as shown on said survey; thence, North 01°07'54" East, along said East line, for a distance of 1,107.33 feet to the **TRUE POINT OF BEGINNING**;

PARCEL NO. 2:

All of Section Eight (8), Township Two (2) North, Range Five (5) East of the Willamette Meridian, lying Southerly of the following described line, to-wit:

COMMENCING at the Northwest corner of Section Eight (8), Township Two (2) North, Range Five (5) East, as shown on that particular survey recorded under Auditor's File No. 2017000989 in the records of Skamania County, Washington; thence, South 01°07'54" West, along the West line of said Section 8, for a distance of 1,761.24 feet to the center of a creek, as shown on said survey, being the **TRUE POINT OF BEGINNING**; thence, South 79°24'59" East, along said creek center-line, for a distance of 701.69 feet; thence, continuing along said center-line, South 65°17'54" East for a distance of 196.66 feet; thence, continuing along said center-line, South 36°07'49" East for a distance of 107.69 feet; thence, continuing along said center-line, North 87°15'23" East for a distance of 250.12 feet; thence, continuing along said center-line, North 68°16'35" East for a distance of 180.31 feet; thence, continuing along said center-line, South 56°11'02" East for a distance of 453.42 feet; thence, leaving said creek, North 60°52'33" East for a distance of 689.00 feet; thence, South 40°27'49" East for a distance of 1,081.76 feet to the center-line of a creek; thence, North 84°13'26" East, along said creek center-line for a distance of 62.17

feet; thence, continuing along said center-line, North 34°53'21" East for a distance of 291.97 feet; thence, continuing along said center-line, North 81°49'05" East for a distance of 196.55 feet; thence, continuing along said center-line North 44°54'10" East for a distance of 529.52 feet; thence, continuing along said center-line, North 50°53'24" East for a distance of 302.97 feet; thence, continuing along said center-line, North 88°24'23" East for a distance of 308.97 feet; thence, continuing along said center-line, North 44°14'20" East for a distance of 531.93 feet; thence, continuing along said center-line, North 46°11'04" East for a distance of 498.61 feet; thence, continuing along said center-line, North 71°42'22" East for a distance of 138.01 feet to the East line of said Section 8, as shown on said survey, being the **TERMINUS** of this line, from which the Northeast corner of Section 8, bears North 00°55'56" East a distance of 1,113.49 feet;

TOGETHER WITH that portion of Section 8, Township 2 North, Range 5 East of the Willamette Meridian, as situated within Skamania County, Washington, said parcel being more particularly described as follows, to-wit:

COMMENCING at the Northwest corner of Section Eight (8), Township Two (2) North, Range Five (5) East, as shown on that particular survey recorded under Auditor's File No. 2017000989 in the records of Skamania County, Washington: thence, South 01°07'54" West, along the West line of said Section 8, for a distance of 1,761.24 feet to the center of a creek, as shown on said survey, being the **TRUE POINT OF BEGINNING**; thence, South 79°24'59" East, along said creek center-line, for a distance of 701.69 feet; thence, continuing along said center-line, South 65°17'54" East for a distance of 196.66 feet; thence, continuing along said center-line, South 36°07'49" East for a distance of 107.69 feet; thence, continuing along said center-line, North 87°15'23" East for a distance of 250.12 feet; thence, continuing along said center-line, North 68°16'35" East for a distance of 180.31 feet; thence, continuing along said center-line, South 56°11'02" East for a distance of 453.42 feet; thence, leaving said creek, North 60°52'33" East for a distance of 689.00 feet; thence, South 40°27'49" East for a distance of 1,081.76 feet to the center-line of a creek; thence, North 84°13'26" East, along said creek center-line for a distance of 62.17 feet; thence, continuing along said center-line, North 34°53'21" East for a distance of 291.97 feet; thence, continuing along said center-line, North 81°49'05" East for a distance of 196.55 feet; thence, continuing along said center-line, North 44°54'10" East for a distance of 529.52 feet; thence, continuing along said center-line, North 50°53'24" East for a distance of 302.97 feet; thence, leaving said creek center-line, North 73°15'14" West for a distance of 2,086.06 feet to a point that is 30 feet from the center-line of an existing logging road and the beginning of a curve to the right, from which the radius point bears North 83°18'29" West a distance of 78.01 feet; thence, along said 30 foot offset and curve right, having a radius of 78.01 feet, through a central angle of 104°51'04", for an arc length of 142.76 feet; thence, continuing along said offset line, North 68°27'25" West for a distance of 231.22 feet to the beginning of a curve to the right; thence, along said curve right, having a radius of 126.19 feet, through a central angle of 75°16'50", for an arc length of 165.79 feet; thence, North 06°49'25" East for a distance of 34.49 feet to the beginning of a curve to the left; thence, along said 30 foot offset and curve left, having a radius of 28.85 feet, through a central angle of 117°42'59", for an arc length of 59.27 feet; thence South 69°06'26" West for a distance of 393.77 feet to the beginning of a curve to the right; thence, along said 30 foot offset and curve right, having a radius of 65.63 feet, through a central angle of 101°23'43", for an arc length of 116.14 feet; thence, North 09°29'51" West for a distance of 27.84 feet to the

beginning of a curve to the left; thence, along said 30 foot offset and curve left, having a radius of 100.83 feet, through a central angle of $124^{\circ}17'39''$, for an arc length of 218.74 feet; thence, South $46^{\circ}12'30''$ West for a distance of 147.22 feet to the beginning of a curve to the right; thence, along said 30 foot offset and curve right, having a radius of 177.42 feet, through a central angle of $45^{\circ}08'31''$, for an arc length of 139.79 feet; thence, North $88^{\circ}38'59''$ West for a distance of 407.15 feet to the beginning of a curve to the left; thence, along said 30 foot offset and curve left, having a radius of 54.97 feet, through a central angle of $81^{\circ}13'06''$, for an arc length of 77.92 feet; thence, South $10^{\circ}07'55''$ West for a distance of 120.88 feet to the beginning of a curve to the right; thence, along said 30 foot offset and curve right, having a radius of 147.83 feet, through a central angle of $52^{\circ}18'47''$, for an arc length of 134.97 feet; thence, continuing along said 30 foot offset line, South $62^{\circ}26'42''$ West for a distance of 126.03 feet; thence, continuing along said 30 foot offset line, South $70^{\circ}34'26''$ West for a distance of 95.59 feet to the West line of said Section 8, as shown on said survey; thence, South $01^{\circ}07'54''$ West, along said West line, for a distance of 192.68 feet to the **TRUE POINT OF BEGINNING**

PARCEL NO. 3:

All of Section Seventeen (17), Township Two (2) North, Range Five (5) East of the Willamette Meridian. EXCEPTING THEREFROM that portion conveyed to Gary Talboy in Book 136, Page 837 which lies South of the North Fork of the Washougal River, in the Southeast Quarter of the Southwest Quarter of said Section 17.

PARCEL NO. 4:

The Northwest One-quarter of the Northwest One-quarter (NW 1/4 NW 1/4) of Section Twenty (20), Township Two (2) North, Range Five (5) East of the Willamette Meridian.