
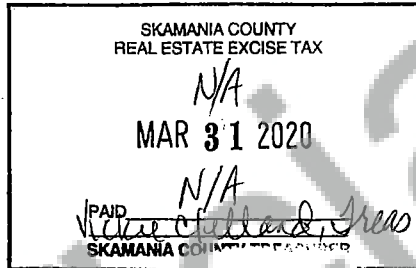


Filed for record at the request of
and after recording, return to:
Weyerhaeuser Company
220 Occidental Avenue South
Seattle, WA 98104
Attn: Land Title
File No. T2019-638

Skamania County, WA 2020-000741
Total: \$109.50
AGLS 03/31/2020 10:28 AM
Pgs=7
Request of: WEYERHAEUSER COMPANY

00003147202000007410070074



Reference Number(s) of Documents assigned or released: 78501

GRANTOR: WEYERHAEUSER COMPANY, a Washington corporation

GRANTEE: LATHE E. SIMMONS and JANICE A. SIMMONS, a married couple

COUNTY: SKAMANIA

BENEFITED PROPERTY ABBREVIATED LEGAL:

NE1/4SE1/4 of Sec. 11 and NW1/4SW1/4 of Sec. 12, T2N, R5E, W.M. C.S.

BENEFITED PROPERTY ASSESSOR PARCEL #: 02-05-00-0-0-1300-00

**PARTIAL ASSIGNMENT AND ASSUMPTION
OF EASEMENT RIGHTS**

This Partial Assignment and Assumption of Easement Rights (this "Assignment"), is effective this 12th day of March, 2020, and is made by and between WEYERHAEUSER COMPANY, a Washington company, whose address is 220 Occidental Avenue South, Seattle, Washington 98104, hereinafter called "Assignor," and LATHE E. SIMMONS and JANICE A. SIMMONS, a married couple, having an address of 843 North P. Street, Washougal, Washington 98671, herein referred to as "Assignee".

WITNESSETH

WHEREAS, the State of Washington, acting by and through the Department of Natural Resources, and Boise Cascade Corporation, predecessor in interest to Assignor, granted one another certain reciprocal easement rights in that certain Easement dated November 6, 1974 and recorded in Book 67, Page 955, under Recording No. 78501, records of Skamania County, Washington (the "Easement"); and

WHEREAS, on or about the date hereof, Assignor, as Grantor, conveyed to Assignee, as Grantee, certain property described as the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4) of Section 11, and the Northwest Quarter of the Southwest Quarter (NW1/4SW1/4) of Section 12, all in Township 2 North, Range 5 East, W.M., Skamania County, Washington (the "Sale Property");

WHEREAS, the Easement is a larger document that provided access to various lands in Skamania County, including the Sale Property and hundreds of acres of land that Assignor continues to own in the area; and

WHEREAS, Assignor and Assignee desire that Assignor partially assign its rights and obligations in the Easement (with respect to the Sale Property only) 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 partially assigns, transfers, and sets over to Assignee, without any warranty whatsoever, any of Assignor's right, title and interest in, to and under Assignor's access rights described in the Easement, to the extent necessary to access the Sale Property and none other; provided, however that Assignor retains all rights and benefits in, to and under the Easement to continue accessing its other property within the area.
2. Assignee hereby accepts this Assignment and assumes and agrees to be bound by and perform all applicable obligations and liabilities arising under the Easement 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 partial assumption hereunder of Assignor's rights and obligations pursuant to the Easement or Assignee's failure to perform any condition or covenant of the Easement which arises after the date hereof. Assignor hereby indemnifies and holds harmless Assignee from and against any and all third party claims, causes of action or damages (including attorney's fees, expenses of litigation and

costs of appeal), if any, arising out of liabilities incurred under, or Assignor's failure to perform any condition or covenant of, the Easement 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]

Unofficial
Copy

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

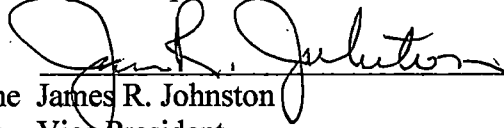
ASSIGNOR:

WEYERHAEUSER COMPANY
a Washington corporation

By

Name James R. Johnston

Title Vice President



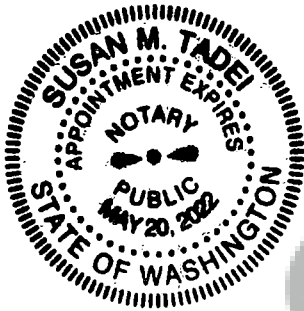
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ACKNOWLEDGMENT

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:


Lathe E. Simmons

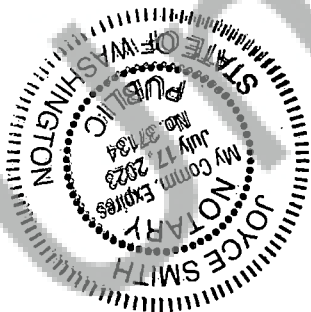

Janice A. Simmons

ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF Clallam

On this 26th day of March, 2020, before me personally appeared Lathe E. Simmons and Janice A. Simmons, are the persons that executed the within and foregoing instrument, and acknowledged said instrument to be their free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

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




Notary Public in and for the State of Washington
My appointment expires: 7-17-2023

Exhibit A
Legal Description of Sale Property
County of Skamania

The Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of Section 11; The Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4) of Section 12; All in Township 2 North, Range 5 East, W.M., Skamania County, Washington.

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