Skamania County, WA Total:\$107.50

2021-001581 05/05/2021 02:48 PM

Request of: COLUMBIA GORGE TITLE

00008544202100015810050056

FILED FOR RECORD AT THE REOUEST OF AND RETURN TO:

First American Title Insurance Company

Attn: Laura Johnson 920 5th Ave., Suite 1200 Seattle, WA 98104 File No. T0210224524

SKAMANIA COUNTY REAL ESTATE EXCISE TAX MAY **0.5** 2021

ASSIGNOR: WEYERHAEUSER COMPANY, a Washington corporation

**ASSIGNEE:** CHILTON INC., a Washington corporation

**COUNTY:** SKAMANIA

ABBREVIATED LEGAL: Ptn. Felix G. Iman D.L.C., Ptn. Gov't Lot 2, Ptn. W1/2NW1/4 in Sec. 2, T2N, R7E, and Gov't Lots 1, 2, 3, and 5, SW1/4NE1/4, S1/2NW1/4, SW1/4, NW1/4SE1/4 and Ptn. Gov't Lot 4, Sec. 3, T2N, R7E, W.M.

BENEFITED PARCEL ASSESSOR NO.'S: 02-07-03-0-0-0100-00: 02-07-03-0-0-0101-00:

02-07-03-0-0-0200-00

1st AM NCS 1060364/(5)

## PARTIAL ASSIGNMENT AND ASSUMPTION OF EASEMENT RIGHTS

This Assignment and Assumption of Easement Rights (this "Partial Assignment") is effective this 5th day of Au, 2021, by WEYERHAEUSER COMPANY, a Washington corporation, whose address is 220 Occidental Avenue South, Seattle, Washington 98104, hereinafter called "Assignor" and CHILTON INC., a Washington corporation, whose address is 1760 Down River Drive, Woodland, Washington 98674, herein referred to as "Assignee".

### WITNESSETH

WHEREAS, the State of Washington, acting by and through the Department of Natural Resources, granted an easement to Longview Fibre Company, predecessor in interest to Assignor. in Easement Supplement recorded February 24, 1986 in Book 100, Page 419, Instrument No. 100757, being a supplement to Easement recorded November 26, 1984 in Volume 84 of Deeds, Page 98, Instrument No. 98520, all being records of Skamania County, Washington (as supplemented, the "Easement"); and

WHEREAS, on or about the date hereof, 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, in connection with such conveyance, Assignor and Assignee desire that Assignor partially assign any rights and obligations Assignor may have in the Easement, to the extent that the same benefit or otherwise affect the Property, 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 right, title and interest of Assignor in, to and under Assignor's access rights and obligations described in the Easement, to the extent that the same benefit or otherwise affect the Property, and in order 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 Easement to access its remaining property.
- 2. Assignee hereby accepts this Partial Assignment and assumes and agrees to be bound by and perform all obligations and liabilities arising under the Easement with respect to the Sale Property after the date of this Partial Assignment. Assignee acknowledges and agrees that Assignor makes no representations or warranties whatsoever regarding the status, validity or sufficiency of any rights, obligations, or other matters contained within the Easement.
- 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 of Assignor's rights and obligations pursuant to the Easement hereunder which arise after the date hereof.
- 4. This Partial 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

By

Diane M. Meyers
Vice President

**ACKNOWLEDGMENT** 

STATE OF WASHINGTON )

)ss

COUNTY OF KING

On this 27<sup>th</sup> day of April, 2021, before me personally appeared Diane M. Meyers, to me known to be the Vice President of Weyerhaeuser Company, the corporation that executed the within and foregoing instrument, and acknowledged the 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 she was authorized to execute said instrument on behalf of the corporation.

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

/

Notary Public in and for the

State of Washington Residing at Seattle

My Commission Expires: 10/29/2022

Printed Name: Paul A. Hill II

ASSIGNEE:
CHILTON INC., a Washington corporation  By Name CRAYG W. CHILTUN  Title  PRESIDENT - CHILTON INC.
ACKNOWLEDGMENT
STATE OF WASHINGTON )
COUNTY OF COWLITZ )ss )
On this 03 day of May, 2021 before me personally appeared to me known to be the of Chilton Inc., the corporation that executed the within
and foregoing instrument, and acknowledged the said instrument to be the free and voluntary ac
and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that
s/he was authorized to execute said instrument on behalf of the corporation.
S NO WES BELLEVILLE TO COLOUR SHIP MANUAL SHIP OF THE COLOUR SHIP OF T
IN WITNESS, WHEREOF, I have hereunto set my hand and affixed my official seal th
day and year last above written.

Notary Public in and for the State of Washington Residing at WA.

My Commission Expires: April 06 2035

Printed Name Name Kay Taxony

# Exhibit "A" to the Partial Assignment and Assumption of Easement Rights

Legal Description of the Sale Property

Skamania County, Washington

### Parcel 1: 02-07-03-0-0-0100-00

That portion of the Felix G. Iman D.L.C. in Section 2, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, lying Northwesterly of the 300-foot strip of land acquired by the United States of America for the Bonneville Power Administration Transmission Lines.

**ALSO:** that portion of Government Lot 2 and the West Half of the Northwest Quarter of Section 2, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, lying Northwesterly of the 300-foot strip of land acquired by the United States of America for the Bonneville Power Administration Transmission Lines.

### Parcel 2: 02-07-03-0-0-0101-00

Government Lots 1, 2, 3 and 5, the Southwest Quarter of the Northeast Quarter, the South Half of the Northwest Quarter, the Southwest Quarter, and the Northwest Quarter of the Southeast Quarter of Section 3, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPT that portion lying within the 300-foot strip of land acquired by the United States of America for the Bonneville Power Administration Electric Power Transmission Lines.

### Parcel 3: 02-07-03-0-0-0200-00

Government Lot 4 of Section 3, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.