

Skamania County, WA  
Total: \$209.50  
AGLS  
Pgs=7

2022-000256

02/07/2022 09:51 AM

Request of: COLUMBIA GORGE TITLE



**Return Address:**

Weyerhaeuser Company  
220 Occidental Avenue South  
Seattle, WA 98104  
Attn: Land Title

**Title:** PARTIAL ASSIGNMENT AND ASSUMPTION OF EASEMENT RIGHTS

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

2020-000740; Book 67, Page 955; Book 148, Page 722

**Grantor:** WEYERHAEUSER TIMBER HOLDINGS, INC., a Delaware corporation

**Grantee:** FORECASTLE TIMBER COMPANY, LLC, a Wisconsin limited liability company

**Legal description (abbreviated: i.e. lot, block, plat or section, township, range)**

County of Skamania, State of Washington:

Benefitted Property: PTN S1, T2N, R5E, W.M.

**Additional legal description is on page 7 of document**

**Assessor's Property Tax Parcel:** 02050000010000

SKAMANIA COUNTY  
REAL ESTATE EXCISE TAX

N/A

FEB 07 2022

PAID  
N/A  
M. Monaghan Deputy  
SKAMANIA COUNTY TREASURER

1ST AM

NCS1104364 | 7

ASSIGNMENT AND ASSUMPTION OF EASEMENT RIGHTS  
NAKED FALLS - T0210226149/AVO # 53059Sa0002

FILED FOR RECORD AT THE  
REQUEST OF AND RETURN TO:  
First American Title Insurance Company  
Attn: Laura Johnson  
920 5th Ave., Suite 1200  
Seattle, WA 98104  
File No. NCS-1045310-WA1

**DOCUMENT REFERENCE NOs:** 2020-000740; Book 67, Page 955; Book 148, Page 722  
**ASSIGNOR:** WEYERHAEUSER TIMBER HOLDINGS, INC., a Washington corporation  
**ASSIGNEE:** FORECASTLE TIMBER COMPANY, LLC, a Wisconsin limited liability company  
**COUNTY:** Skamania  
**BENEFITED PARCEL ABBREVIATED LEGAL:** PTN S1, T2N, R5E, W.M.  
**BENEFITED ASSESSOR PARCEL #:** 02050000010000

**PARTIAL ASSIGNMENT AND ASSUMPTION  
OF EASEMENT RIGHTS**

This Partial Assignment and Assumption of Easement Rights (this "Partial Assignment"), is effective this 3rd day of February, 2022, by WEYERHAEUSER TIMBER HOLDINGS, INC., a Washington corporation, whose address is 220 Occidental Avenue South, Seattle, Washington 98104, hereinafter called "Assignor," and FORECASTLE TIMBER COMPANY, LLC, a Wisconsin limited liability company, whose address is 2935 South Fish Hatchery Road #210, Madison, WI, 53711, herein referred to as "Assignee".

**WITNESSETH**

WHEREAS, Lathe E. Simmons and Janice A. Simmons, a married couple, and Assignor are parties to a Right of Way Easement Agreement dated March 18, 2020, and recorded under Skamania County Auditor's File No. 2020-000740 ("Easement No. 1"); and

WHEREAS, the State of Washington, acting by and through the Department of Natural Resources, and Boise Cascade Corporation, a Delaware corporation, predecessor in interest to Assignor, are parties to an Easement dated November 6, 1974, and recorded at Book 67, Page 955, Skamania County Auditor's Records ("Easement No. 2"); and

WHEREAS, Buck Mountain Timber, Inc., an Oregon corporation, and Longview Fibre Company, a Washington corporation, predecessor in interest to Assignor, are parties to an Easement for Right-of-Way dated March 11, 1995, and recorded at Book 148, Page 722, Skamania County Auditor's Records ("Easement No. 3"); and

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NAKED FALLS - T0210226149/AVO # 53059Sa0002

WHEREAS, Weyerhaeuser Columbia Timberlands LLC, a Delaware limited liability company, predecessor in interest to Assignor, reserved a tail hold easement for itself, its successors, and assigns, in that certain Weyerhaeuser Tail Hold Reservation contained in Bargain and Sale Deed recorded at Skamania County Auditor's File No. 2017000537 ("Easement No. 4" and together with Easement No. 1, Easement No. 2, and Easement No. 3, the "Easements"); and

WHEREAS, by that Purchase and Sale Agreement dated Dec. 14<sup>th</sup>, 2021, and certain conveyance documents executed in connection therewith, Assignee purchased from Assignor certain real property and all rights and appurtenances associated therewith located in Clark County, Washington, and more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Easements provide various rights to lands owned by Assignor in Skamania County, Washington, including certain rights running to the Property; and

WHEREAS, Assignor and Assignee desire that Assignor partially assign its rights and obligations in the Easements to the extent that the same affect the Property, and Assignee desires to assume the same, all for the purpose of confirming any succession of Assignee to such rights.

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 Easements, but only to the extent that the same benefit or affect the Property, and in order to access and use the Property and none other; provided, however, that Assignor retains for itself, its successors and assigns, all benefits, rights and obligations in, to, and under the Easements to access its remaining property in Skamania County. This partial assignment does not affect in any way any of the rights or benefits under the Easements affecting Assignor's 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 Easements with respect to the 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 Easements.

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 Easements which arise after the date hereof with respect to the Property.

4. This Partial 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 Partial Assignment to be effective the day and year first above written.

**ASSIGNOR:**

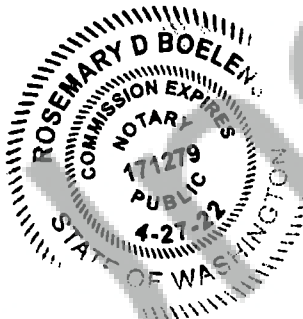
**WEYERHAEUSER TIMBER HOLDINGS, INC.,** a Delaware corporation

By: Diane M. Meyers  
Name: Diane M. Meyers  
Title: Vice President

**ACKNOWLEDGMENT**

STATE OF WASHINGTON )  
 )ss  
COUNTY OF KING )

This record was acknowledged before me on January 18<sup>th</sup>, 20 22 by Diane M. Meyers  
Vice President of Weyerhaeuser Timber Holdings, Inc..



ROSEMARY D BOELEN

Notary Public in and for the State of Washington  
My appointment expires: 4/27/22

ASSIGNEE:

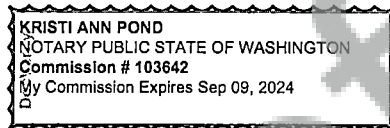
FORECASTLE TIMBER COMPANY, LLC, a  
Wisconsin limited liability company

By: Philip E. Blake, Manager  
Name: Philip E. Blake  
Title: Manager

ACKNOWLEDGMENT

STATE OF WA )  
 )ss  
COUNTY OF PIERCE )

This record was acknowledged before me on January 31st, 2022 by Philip E. Blake as  
Manager of Forecastle Timber Company, LLC.



Kristi Ann Pond

Notary Public - Kristi Ann Pond  
(Title of Office)  
WA State - Pierce county  
My appointment expires: 09/09/2024

Notarial act performed by audio-visual communication

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

**APN: 02050000010000**

The Land referred to herein below is situated in the County of Skamania, State of Washington, and is described as follows:

SECTION 1, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPTING THEREFROM A PARCEL OF LAND LOCATED WITHIN THE SOUTHEAST QUARTER (SE. 1/4) AND THE SOUTH HALF OF THE NORTHEAST QUARTER (S. 1/2 NE. 1/4) OF SECTION ONE (1), TOWNSHIP TWO (2) NORTH, RANGE FIVE (5) EAST OF THE WILLAMETTE MERIDIAN, AS SURVEYED AND SHOWN HEREON, AS SITUATED WITHIN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE. 1/4) OF SAID SECTION 1, ALSO KNOWN AS THE 1/4 CORNER BETWEEN SECTIONS 1 AND 6 TOWNSHIP 2 NORTH, RANGES 5 & 6 EAST; THENCE, SOUTH 01°33'15" WEST, ALONG THE EAST LINE OF SAID SE. 1/4 OF SECTION 1, FOR A DISTANCE OF 2537.34 FEET TO THE SOUTHEAST CORNER OF SECTION 1; THENCE, NORTH 84°57'17" WEST, ALONG THE SOUTH LINE OF SAID SECTION 1, FOR A DISTANCE OF 2376.19 FEET TO THE APPARENT CENTERLINE OF WASHOUGAL RIVER ROAD (W-2000); THENCE, NORTH 29°32'35" EAST, ALONG SAID ROAD CENTERLINE, FOR A DISTANCE OF 847.78 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG SAID ROAD CENTERLINE ON CURVE TO THE LEFT, HAVING A RADIUS OF 850.43 FEET, THROUGH A CENTRAL ANGLE OF 17°29'16", FOR AN ARC LENGTH OF 259.57 FEET; THENCE, NORTH 12°03'20" EAST, ALONG SAID ROAD CENTERLINE, FOR A DISTANCE OF 666.44 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE, ALONG SAID ROAD CENTERLINE ON SAID CURVE RIGHT, HAVING A RADIUS OF 2075.46 FEET, THROUGH A CENTRAL ANGLE OF 16°11'28", FOR AN ARC LENGTH OF 586.50 FEET; THENCE, NORTH 28°14'47" EAST, ALONG SAID ROAD CENTERLINE, FOR A DISTANCE OF 370.12 FEET; THENCE, LEAVING SAID ROAD, NORTH 42°35'56" EAST FOR A DISTANCE OF 762.78 FEET; THENCE, NORTH 73°06'52" EAST FOR A DISTANCE OF 963.12 FEET MORE OR LESS TO THE EAST LINE OF SAID SECTION 1; THENCE SOUTH 01°33'15" WEST, ALONG THE SAID EAST LINE, FOR A DISTANCE OF 1020.00 FEET TO THE POINT OF BEGINNING: CONTAINING 130.98 ACRES, MORE OR LESS.

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