

Skamania County, WA
Total: \$208.50
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2023-000115

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Request of: CLARK COUNTY TITLE



After Recording, Return to:

Rayonier Inc.
Attn: Kyle Sawicki
1 Rayonier Way
Wildlight, FL 32097

Document: **Assignment and Assumption Agreement**

Grantor(s): ANE FORESTS OF LEWIS RIVER INC., a Washington corporation

Grantee(s): RAYONIER FOREST RESOURCES, L.P., a Delaware limited partnership

Reference numbers of related documents: 106138, 71966, 71351, 74242, 88992, 94937, 75313, 97450, 97547, 104867

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Assignment") is entered into by and between **ANE FORESTS OF LEWIS RIVER INC.**, a Washington corporation ("Assignor"), and **RAYONIER FOREST RESOURCES, L.P.**, a Delaware limited partnership ("Assignee") and is effective as of January 24, 2023 (the "Effective Date").

RECITALS

- A. Assignor and Assignee have entered into that certain Purchase and Sale Agreement, dated December 12, 2022 (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor that certain real property located in Skamania County, Washington as more particularly described therein (the "Transaction").
- B. In connection with the Transaction, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, an assignment of the Easements (as defined below) as more specifically set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **ASSIGNMENT.** Assignor does hereby assign, transfer, set over, sell, convey, and deliver unto Assignee all of its present and future right, title, obligations and interest in and to the easements set forth on Exhibit "A" attached hereto and incorporated herein (the "Easements").
2. **ASSUMPTION.** Assignee does hereby expressly accept and assume Assignor's right, title, obligations and interest under the Easements.
3. **INDEMNIFICATION:** Assignor shall defend, indemnify, and hold Assignee, its officers, managers, employees, members, agents, and representatives free and harmless from and against any and all losses, damages, liabilities, claims, causes of action, and fees (including reasonable attorney's fees) arising from any obligation arising under or related to any of the Easements prior to the Effective Date. Assignee shall defend, indemnify, and hold Assignor, its officers, managers, employees, shareholders, directors, members, agents, and representatives free and harmless from and against any and all losses, damages, liabilities, claims, causes of action, and fees (including reasonable attorney's fees) arising from any obligation arising under or related to any of the Easements on and after the Effective Date.
4. **OTHER.**

- (a) This Assignment will inure to the benefit of and be binding upon Assignor and

Assignee and their respective successors, assigns and legal representatives.

- (b) This Assignment will be governed by, construed under and enforced in accordance with the laws of the State of Washington.
- (c) This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument, which may be sufficiently evidenced by one counterpart.
- (d) Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment.

[Signature Page Follows]

[Assignor Signature Page to Assignment and Assumption Agreement]

EXECUTED AND EFFECTIVE as of the date first above written.

ASSIGNOR:

ANE FORESTS OF LEWIS RIVER INC.,
a Washington corporation

By: _____

Name: Sorn Nymark
Title: President

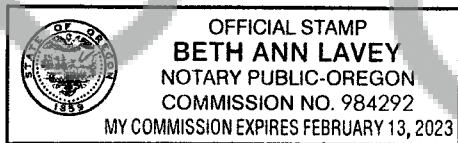
13/01/2023

STATE OF ~~WASHINGTON~~ ^{OR})

COUNTY OF Multnomah)

On this 13th day of January, 2023, before me Beth Lavey, a Notary Public of said State, personally appeared Sorn Nymark, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as President of ANE FORESTS OF LEWIS RIVER INC., a Washington corporation, and that for and on behalf of the said corporation, in his/her capacity as President, as and for the act and deed of said corporation, s/he signed, sealed and delivered the above and foregoing Bargain and Sale Deed.

Beth Lavey
Beth Lavey Notary Public
My Commission expires: 2/13/2023




[Assignee Signature Page to Assignment and Assumption Agreement]

ASSIGNEE:

RAYONIER FOREST RESOURCES, L.P.,
a Delaware limited partnership

By: **Rayonier Timberlands Management, LLC,**
a Delaware limited liability company
Its: Managing General Partner

By: 
Name: Mark R. Bridwell
Title: Vice President

STATE OF FLORIDA)
) ss.
COUNTY OF NASSAU)

I certify that I know or have satisfactory evidence that Mark R. Bridwell, Vice President, is the person who appeared before me, and that said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute this instrument and acknowledged it as said Vice President of Rayonier Timberlands Management, LLC, Managing General Partner of Rayonier Forest Resources, L.P., a Delaware limited partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 13th day of January, 2023.



ANNA MICHELLE VANDEREN
Commission # HH 233430
Expires April 3, 2026



Print Name: Anna Michelle Van Deren
Notary Public, State of Florida
My Commission Expires: 4-3-26
My Commission No.: HH 233430

EXHIBIT "A"

1. Easement dated March 11, 1970 from the UNITED STATES OF AMERICA, acting by and through the Forest Service, Department of Agriculture, to the Department of Natural Resources, an agency of the STATE OF WASHINGTON, recorded under Skamania County Auditor's File No. 71966 in Book 61, Page 593 (U.S.F.S. N90 road), together with the rights of ANE Forests of Lewis River Inc., a Washington corporation, as successor-in-interest to Publishers Forest Products Co. of Washington, in that certain Road Right-of-Way Construction and Use Agreement dated March 11, 1970 between State of Washington and the United States of America insofar as it pertains to such Easement or to lands included in this conveyance.
2. Easement exchange dated August 18, 1969, between WEYERHAEUSER COMPANY and the STATE OF WASHINGTON recorded under Skamania County Auditor's File No. 71351 in Book 61, page 155, as amended by (i) Easement Supplement dated September 7, 1971 and recorded under Skamania County Auditor's File No. 74242, in Book 63, page 567, (ii) Easement Supplement dated June 11, 1979 and recorded under Skamania County Auditor's File No. 88992 in Book 76, page 871 and (iii) Easement Supplement dated October 1, 1982 and recorded under Skamania County Auditor's File No. 94937 in Book 81, page 670.
3. Easement exchange dated September 1, 1972 between INTERNATIONAL PAPER COMPANY and the STATE OF WAHSINGTON recorded under Skamania County Auditor's File No. 75313 in Book 64, page 521.
4. Road Easement dated February 29, 1984 from INTERNATIONAL PAPER COMPANY to PUBLISHERS FOREST PRODUCTS CO. OF WASHINGTON recorded under Skamania County Auditor's File No. 97450 in Book 83, page 340.
5. Road Easement dated May 1, 1984 from PACIFIC POWER & LIGHT COMPANY to PUBLISHERS FOREST PRODUCTS CO. OF WASHINGTON recorded under Skamania County Auditor's File No. 97547 in Book 83, page 408.
6. Agreement dated March 9, 1988 between WEYERHAEUSER COMPANY and PUBLISHERS FOREST PRODUCTS COMPANY OF WASHINGTON recorded under Skamania County Auditor's File No. 104867 in Book 108, page 824.