

FILED FOR RECORD AT THE
REQUEST OF AND RETURN TO:
Stewart Title Guaranty Company
Attn: Vicki Coats
1420 Fifth Avenue, Suite 440
Seattle, WA 98101
File No. T2019-182



SEND TAX STATEMENTS TO:
Bark Beaters, LLC
P.O. Box 383
Onalaska, Washington 98570

Land Title 01-168967-5

GRANTOR/ASSIGNOR: WEYERHAEUSER COMPANY, a Washington corporation
GRANTEE/ASSIGNEE: BARK BEATERS, LLC, a Washington limited liability company
COUNTY: SKAGIT
ABBREVIATED LEGAL: Ptn Sec. 21, T35N, R7E, W.M.
ASSESSOR PARCEL #: 350721-4-001-0016

**ASSIGNMENT AND ASSUMPTION
OF EASEMENT RIGHTS**

5th This Assignment and Assumption of Easement Rights (this "Assignment"), is effective this day of May, 2019, by WEYERHAEUSER COMPANY, a Washington corporation, successor by merger to Weyerhaeuser Columbia Timberlands LLC, which was successor by merger to Longview Timberlands, LLC, whose address is 220 Occidental Avenue South, Seattle, Washington 98104, hereinafter called "Assignor" and BARK BEATERS, LLC, a Washington limited liability company, whose address is P.O. Box 383, Onalaska, Washington 98570, herein referred to as "Assignee".

WITNESSETH

WHEREAS, Hurn Shingle Company, Inc. granted an easement to John Hancock Mutual Life Insurance Company, predecessor in interest to Assignor, in that certain Reciprocal Forestry Road Easement, recorded March 11, 1994 in Book 1307, Page 0007, Recording No. 9403110057, records of Skagit County, Washington ("Easement No. 1"); and

WHEREAS, John Hancock Mutual Life Insurance Company, predecessor in interest to Assignor, reserved an easement in a Special Warranty Deed to Longview Fibre Company, recorded November 7, 1994 in Book 1387, Page 627, Recording No. 9411070066, records of Skagit County,

Washington ("Easement No. 2"). Easement No. 1 and Easement No. 2 are hereinafter collectively called the "Easements"; and

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 partially 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]

**EXHIBIT "A" to
Assignment and Assumption of Easement Rights**

Sale Property

Government Lots 7 and 10, and the Southeast quarter (SE1/4) of Section 21, Township 35 North, Range 7 East, W.M., Skagit County, Washington;

EXCEPT that certain 100-foot strip over and across said Government Lot 7 as conveyed to Puget Sound and Cascade Railway Company, a corporation, by deed dated May 15, 1923, and recorded January 10, 1927, under Auditor's File No. 204773, records of Skagit County, Washington;

AND EXCEPT any portion lying within the present or former bed of the Skagit River;

AND ALSO, EXCEPT that portion thereof lying within the South Skagit Highway.

Situate in the County of Skagit, State of Washington.