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Skagit County Auditor

FILED FOR RECORD AT THE REQUEST OF:

Stewart Title Guaranty Company  
Attn: Vicki Coats  
1420 Fifth Avenue, Suite 440  
Seattle, WA 98101  
File No. T2018-710

GUARDIAN NORTHWEST TITLE CO.

116738

**ASSIGNOR:** WEYERHAEUSER COMPANY, a Washington corporation  
**ASSIGNEE:** GOODYEAR NELSON TIMBERLAND ONE, INC., a Delaware corporation, as to twenty-five point seventy-six percent interest (25.76%), GOODYEAR NELSON TIMBERLAND TWO, INC., a Delaware corporation, as to twenty-eight point ninety percent interest (28.90%), GOODYEAR NELSON TIMBERLAND THREE, INC., a Delaware corporation, as to twenty-two point sixty-seven percent interest (22.67%), GOODYEAR NELSON TIMBERLAND FOUR, INC., a Delaware corporation, as to twenty-two point sixty-seven percent interest (22.67%), all as tenants in common

**COUNTY:** SKAGIT

**ABBREVIATED LEGAL:** S1/2NW1/4 of Sec. 17, T35N, R8E, W.M. and Ptn. of Gov't Lot 4, E1/2SW1/4, N1/2SW1/4 and SW1/4SE1/4 of Sec. 18, T35N, R8E, W.M.

**ASSESSOR PARCEL #:** 350818-3-001-0012 (P44040); 350817-2-001-0007 (P44015)

**ASSIGNMENT AND ASSUMPTION  
OF EASEMENT RIGHTS**

This Assignment and Assumption of Easement Rights (this "Assignment"), is effective this 26<sup>th</sup> day of June, 2019, by WEYERHAEUSER COMPANY, a Washington corporation, whose address is 220 Occidental Avenue South, Seattle, Washington 98104, hereinafter called "Assignor" and GOODYEAR NELSON TIMBERLAND ONE, INC., a Delaware corporation, as to twenty-five point seventy-six percent interest (25.76%), GOODYEAR NELSON TIMBERLAND TWO, INC., a Delaware corporation, as to twenty-eight point ninety percent interest (28.90%), GOODYEAR NELSON TIMBERLAND THREE, INC., a Delaware corporation, as to twenty-two point sixty-seven percent interest (22.67%), GOODYEAR NELSON TIMBERLAND FOUR, INC., a Delaware corporation, as to twenty-two point sixty-seven percent interest (22.67%), all as tenants in common, whose address is P.O. Box 997, Bellingham, Washington 98227, herein referred to as "Assignee".

WITNESSETH

WHEREAS, Dewey and Dorothy Smith granted an easement to Georgia-Pacific Corporation, in that certain Easement dated February 13, 1973 and recorded October 31, 1973 in Book 132, Page 258, Recording No. 792754, records of Skagit County, Washington, which was

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

1

JUL 02 2019

Amount Paid \$  
Skagit Co. Treasurer  
By *[Signature]* Deputy

assigned to Longview Timberlands LLC, predecessor in interest to Assignor, in that certain Assignment and Assumption Agreement for Access Rights recorded November 6, 2008 under Recording No. 200811060105, records of Skagit County, Washington ("Easement No. 1"); and

WHEREAS, the State of Washington, acting by and through the Department of Natural Resources granted an Easement to John Hancock Mutual Life Insurance Company dated July 23, 1993 and recorded August 2, 1993 in Book 1219, Page 445, Recording No. 9308030025, records of Skagit County, Washington, which was assigned to Longview Timberlands LLC, predecessor in interest to Seller, in that certain Assignment and Assumption Agreement for Access Rights recorded November 6, 2008 under Recording No. 200811060105, records of Skagit County, Washington ("Easement No. 2"). Easement No. 1 and Easement No. 2 are collectively hereinafter 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.

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

ASSIGNOR:

WEYERHAEUSER COMPANY

By *Kristy T. Harlan*  
Kristy T. Harlan  
Senior Vice President

*JK*

ACKNOWLEDGMENT

STATE OF WASHINGTON )

)ss

COUNTY OF KING )

On this 25<sup>th</sup> day of June, 2019, before me personally appeared Kristy T. Harlan, to me known to be the Senior Vice President, 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 he/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.



*Paul A. Hill II*

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 signature pages follow]









**EXHIBIT "A" to  
the Easement Assignment**

Sale Property

**PARCEL 24A:**

The South 1/2 of the Northwest 1/4, Section 17, Township 35 North, Range 8 East, W.M.

**Parcel 24B:**

That portion of Government Lot 4 lying South of the centerline of Finney Creek; and

The East 1/2 of the Southwest 1/4; the North 1/2 of the Southeast 1/4; and the Southwest 1/4 of the Southeast 1/4, Section 18, Township 35 North, Range 8 East, W.M.