

Skamania County, WA **2019-001283**
Total:\$110.50
AGLS 07/25/2019 03:33 PM
Pgs=10
Request of: COLUMBIA GORGE TITLE



WHEN RECORDED RETURN TO:

Weyerhaeuser Company
220 Occidental Avenue South
Seattle, WA 98104
Attn: Legal Department

This document is being re-recorded to add Page 3

DOCUMENT TITLE(S)
Partial Assignment and Assumption of Easement Rights

REFERENCE NUMBER(S) of Documents assigned or released:
2019001159
 Additional numbers on page _____ of document.

GRANTOR(S):
Weyerhaeuser Company, a Washington corporation
 Additional names on page _____ of document.

GRANTEE(S):
Dean B. Busschau and Megan H. Busschau, joint tenants with the right of survivorship
 Additional names on page _____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):
Ptn. S1/2 Sec 25, T2N, R5E W.M.
 Complete legal on page _____ of document.

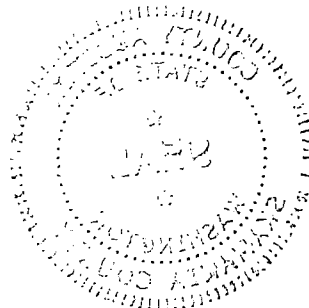
TAX PARCEL NUMBER(S):
02-05-25-0-0-0900-00
 Additional parcel numbers on page _____ of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

FILED FOR RECORD AT THE REQUEST OF:
Weyerhaeuser Company
220 Occidental Avenue South
Seattle, WA 98104
Attn: Legal Department

SKAMANIA COUNTY
REAL ESTATE EXCISE TAX
N/A
JUL 08 2019
N/A
PAID
SKAMANIA COUNTY TREASURER

Title: Partial Assignment and Assumption of Easement Rights
Reference Number(s) of Documents assigned or released: N/A
Grantor: Weyerhaeuser Company, a Washington corporation
Grantee: Dean B. Busschau and Megan H. Busschau, joint tenants with the right of survivorship
Legal description (abbreviated: i.e. lot, block, plat or section, township, range) A ptn of the S 1/2 of Sec. 25, T 2 N, R 5 E, W.M.
Additional legal is on page _____ of document.
Assessor's Property Tax Parcel 02-05-25-0-0-0900-00w



Unofficial Copy


State of Washington
County of Skamania

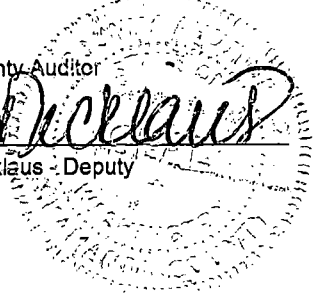
I, Robert J. Waymire, Skamania County Auditor, do hereby certify that the foregoing instrument is a true and correct copy of the document now on file or recorded in my office.

In witness whereof, I hereunto set my hand and official seal this 25th of July 2019.

Robert J. Waymire, County Auditor

By


Krisha Nicklaus - Deputy



**PARTIAL ASSIGNMENT AND ASSUMPTION
OF EASEMENT RIGHTS**

This Partial Assignment and Assumption of Easement Rights (this "Assignment"), is effective this 2nd day of ~~June~~^{July}, 2019, by Weyerhaeuser Company, a Washington corporation whose address is 220 Occidental Avenue South, Seattle, Washington 98104, hereinafter called "Assignor" and Dean B. Busschau and Megan H. Busschau, as joint tenants with the right of survivorship, whose address is 2122 Mabee Mines Road, Washougal, WA 98671, herein referred to as "Assignee".

WITNESSETH

WHEREAS, ORM Timber Fund IV (REIT) Inc., a Delaware corporation granted an easement to Assignor, in that certain Easement Agreement recorded Skamania County Auditor Instrument No.2019000063, records of Skamania County, Washington ("Easement No. 1"); 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]

Unofficial
Copy

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

ASSIGNOR:

WEYERHAEUSER COMPANY
a Washington corporation

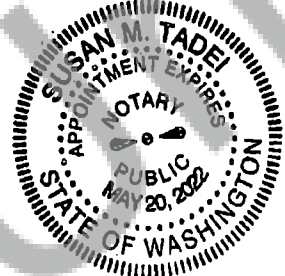
By James R. Johnston
Name James R. Johnston
Title Vice President

ACKNOWLEDGMENT

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this 27th day of June, 2019, before me personally appeared James R. Johnston to me known to be the Vice President of Weyerhaeuser Company, a Washington corporation, 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.



Susan M. Tadei
Notary Public in and for the
State of Washington
Residing at Indianola
My Commission Expires: May 20, 2022
Printed Name: Susan M. Tadei

ASSIGNEE:

Dean B. Busschau
Dean B. Busschau

Megan H. Busschau
Megan H. Busschau

ACKNOWLEDGMENT

STATE OF Washington)
)ss
COUNTY OF Skamania)

On this 1st day of July, 2019, before me personally appeared Dean B. Busschau & Megan H. Busschau to me known to be the person that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said person for the uses and purposes therein mentioned.

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

NOTARY PUBLIC
STATE OF WASHINGTON
JUDY F. ROSS
MY COMMISSION EXPIRES
JUNE 26, 2022

Judy F Ross
Notary Public in and for the
State of Washington
Residing at Camas, WA
My Commission Expires: 6/26/2022
Printed Name: JUDY F ROSS

ACKNOWLEDGMENT

STATE OF _____)
)ss
COUNTY OF _____)

On this ___ day of _____, 20___, before me personally appeared _____, to me known to be the person that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said person for the uses and purposes therein mentioned.

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 _____
Residing at _____
My Commission Expires: _____
Printed Name: _____

Unofficial Copy