

Doc # 2007165875
Page 1 of 14
Date: 04/27/2007 02:47P
Filed by: JOHN CRUMPACKER
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$45.00

RETURN TO:

Alexander Mecl
3858 Carson Street, Suite 220
Torrance, CA 90503

SPRING WATER SHARING AGREEMENT

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose and shall not affect the intent of any warranty contained in the document itself.

Reference number(s) of related document: _____

Grantors: (1) **HIGHLAND ORCHARDS, LLC**
(2) **ORGANIC PRODUCE, LLC**
(3) **SIXTY SIX ACRES, LLC**
(3) **JOHN CRUMPACKER & RONDA BRESIN, husband and wife**

Grantee: (1) **HIGHLAND ORCHARDS, LLC**
(2) **ORGANIC PRODUCE, LLC**
(3) **SIXTY SIX ACRES, LLC**
(3) **JOHN CRUMPACKER & RONDA BRESIN, husband and wife**

Abbreviated Legal Description: (300) Secs. 18 and 19, T3N, R10 - Ptn SE1/4 NE1/4 NW1/4 Sec. 19; NE1/4 NE1/4 NW1/4 Sec.19; Ptn of SW1/4 NE1/4 NW1/4 Sec. 19; Ptn of NW1/4 NE1/4 NW1/4 Sec. 19; Ptn of Parcel V W1/2 E1/2 W1/2 SW1/4 Sec. 18; (301) SE 1/4 NE 1/4 Section 19; (302) Lots 3 and 4 SEELEY SUBDIV; SW1/4 SE1/4 NW1/4; Ptn SE1/4 SE1/4 NW1/4 and S1/2 N1/2 SE 1/4 NW 1/4, Sec. 19, T3N, R10; (307) Lots 2, 7, 10, 14 and 15 SEELEY SUBDIV; Ptn of Lot 9 SEELEY SUBDIV; Ptn of Govt Lot 2 and W1/2 W1/2 SW1/4 SE1/4 NW1/4, Sec. 19, T3N, R10 EWM

Complete legal descriptions are on page 2, 3 and 4 of this document.

Assessor's Tax Parcel ID No.: 03101900030000; 03101900030003; 03101900030089; 03101900030100; 03101900030200; 03101900030700; and 03101900030706

DATE: April 27, 2007

- PARTIES: (1) HIGHLAND ORCHARDS, LLC,
a Washington limited liability company;
(2) ORGANIC PRODUCE, LLC,
a Washington limited liability company;
(3) SIXTY SIX ACRES, LLC,
a Washington limited liability company; and
(4) JOHN CRUMPACKER and RONDA BRESIN
husband and wife

PROPERTIES:

Highland Orchards Property:

Skamania County Assessor's Tax Parcel Nos. 03101900030000;
03101900030003 and 03101900030089 ("TL 300" as shown on Exhibit A
attached hereto):

A parcel located in Sections 18 and 19, Township 3 North, Range 10 East of the Willamette Meridian, Skamania County, Washington, more specifically described as: The East 8 rods of the Southeast quarter of the Northeast quarter of the Northwest quarter of said Section 19; The described tract of land recorded in Book 85 of Skamania County Deed Records, page 213 as found in the second paragraph of Parcel II;

The Northeast quarter of the Northeast quarter of the Northwest quarter of Section 19;

That portion of the Southwest quarter of the Northeast quarter of the Northwest quarter of Section 19, lying North of the centerline of an existing road located approximately 860 feet, more or less, South of the North line of said Section 19, said centerline is oriented East and West and said South line includes the East and West extension of said centerline to the East and West lines of the Southwest quarter of the Northeast quarter of the Northwest quarter of said Section 19;

That portion of the Northwest quarter of the Northeast quarter of the Northwest quarter of Section 19, lying East of the East line of the West half of the East half of the West half of the Northwest quarter of the Northeast quarter of the Northwest quarter of Section 19.

That portion of land described in Book 85 of Skamania County Deeds, page 213 as Parcel V lying East of the East line of the West half of the East half of the West half of the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 18, Skamania County, Washington.

Organic Produce Property:

Skamania County Assessor's Tax Parcel No. 03101900030200 ("TL 302" as shown on Exhibit A attached hereto):

Lots 3 and 4, SEELEY SUBDIVISION, recorded in Skamania County, Washington, Volume "A" of Plats, page 32;

The Southwest quarter of the Southeast quarter of the Northwest quarter;

All that portion of the Southeast quarter of the Southeast quarter of the Northwest quarter of Section 19 and the South half of the North half of the Southeast quarter of the Northwest quarter of Section 19, West of a line that starts at the intersection of Kollock-Knapp Road and Ausplund Road; thence North along the centerline of Ausplund Road, 500 feet; thence perpendicular and East of said centerline an offset of 80 feet for the length of 400 feet; thence returning perpendicular to said centerline and continuing North along said centerline to the North line of said South half of the North half of the Southeast quarter of the Northwest quarter of Section 19.

EXCEPTING the West half of the West half of the West half of the Southeast quarter of the Northwest quarter of Section 19.

Sixty Six Acres Property:

Skamania County Assessor's Tax Parcel Nos. 03101900030700 and 03101900030706

A parcel located in Section 19, Township 3 North, Range 10 East of the Willamette Meridian, Skamania County, Washington, more specifically described as:

Lots 2, 7, 10, 14 and 15, SEELEY SUBDIVISION, recorded in Book "A" of plats, page 32, records of Skamania County, Washington and that portion of Lot 9 of said SEELEY SUBDIVISION South of the centerline of the Cook Underwood Road.
EXCEPT the Northeast quarter of Lot 7.

That portion of the South half of Government Lot 2 of Section 19 East of a tract of land conveyed to Broughton Lumber Company by deed dated July 16, 1952, and recorded July 24, 1952, at page 342 of Book 35 of Deeds, under Auditor's File No. 44316, records of Skamania County, Washington;

The West half of the West half of the Southwest quarter of the Southeast quarter of the Northwest quarter of Section 19, Skamania County, Washington.

EXCEPT County roads.

Crumpacker Bresin Property:

Skamania County Assessor's Tax Parcel No. 03101900030100:

PARCEL 1

The Southeast Quarter of the Northeast Quarter of Section 19, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL II

All of that portion of land lying Northerly of the North line of Kollock-Knapp Road in the Northeast Quarter of the Southeast Quarter of Section 19, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL III

**Beginning at the intersect of the north line of the Kollock-Knapp County Road and the East line of Northwest Quarter of the Southeast Quarter of Section 19, Township 3 North, Range 10 East, Willamette Meridian;
Thence North along said East line of the Northwest Quarter of the Southeast Quarter to the Southeast corner of the Southwest Quarter of the Northeast Quarter of said Section 19;
Thence north along the East line of the said Southwest Quarter of the Northeast Quarter a distance of 727.02 feet;
Thence South 69°39'11" West a distance of 59.73 feet to an existing fence and a Red Plastic Cap on a 5/8" Rebar;
Thence South 01°51'00" East along said existing fence a distance of 101.82 feet;
Thence South 00°57'59" East along said existing fence a distance of 648.39 feet to an existing Brass Cap;
Thence east along the north line of the Kollock-Knapp County road, to the Point of Beginning. Containing 0.93 acres.**

AGREEMENT

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **PURPOSE OF AGREEMENT.** In separate instruments, the Parties have each been granted an equal right to spring water for use on their respective parcels, along with easements to access the spring water source, and pipelines and pipeline easements to deliver such water. This agreement is intended to set forth a system by which the parties will exercise their water rights and easements in a fair and equitable manner.
2. **SPRING WATER SOURCE.** The spring is located on two forty acre parcels of land north of the parcels owned by the Parties to this agreement. The parcels upon which the spring is located (the "Spring Property") are not owned by the Parties but each of the Parties have a right to access the spring for limited purposes as set forth in *Exhibit "A"* hereto. The Parties spring water is collected in a catch basin identified within Exhibit A as the "Bloxom and Partners catch basin. Concrete structure with metal roof." As depicted on Exhibit A, spring water flows from the catch basin through a single pipeline (the "Bloxom Partners line" or the "Bloxom line") to the southern border of the Spring Property, where it continues through the pipeline system to the Parties respective parcels. The entire pipeline system is interconnected and must be managed as a single system in order to effectively deliver spring water with adequate flow and pressure to each of the Parties.
3. **PIPELINE USE SCHEDULE.** In order to assure all Parties adequate spring water flow and pressure, each Party (or tax lot ("TL")) shall have exclusive use of the pipeline system for forty eight hour periods according to the following formula which will continue from month to month, without interruption, from the time the pipeline system is turned on in the spring (usually March) and the time it is drained and winterized in the fall:

<u>USER</u>	<u>48 HRS</u>	<u>48 HRS</u>	<u>48 HRS</u>	<u>48 HRS</u>
TL 300	Mar 1-2	Mar 9-10	Mar 17-18	Mar 25-26
TL 301	Mar 3-4	Mar 11-12	Mar 19-20	Mar 27-28
TL 302	Mar 5-6	Mar 13-14	Mar 21-22	Mar 29-30
TL 307	Mar 7-8	Mar 15-16	Mar 23-24	Mar 31-Apr 1

During the forty eight hour period of exclusive use, the user shall have the right to access and adjust all valves and diversions in the common portion of the pipeline system so as to maximize water flow to that Party's parcel.

4. **OWNERSHIP AND MODIFICATION OF PIPELINE SYSTEM.** The common portions of the pipeline system shall be shared and owned equally by the Parties. A portion of the pipeline shall be commonly owned only if it is required to deliver water to two or more of the Parties. Any section of the pipeline that is used to deliver water to only one of the Parties shall be owned and maintained exclusively by such Party. The common portions of the pipeline may not be modified in any way without the written consent of a majority of the Parties, and in no event shall such modifications diminish the flow or pressure to any Party.
5. **MUTUAL MAINTENANCE OBLIGATIONS.** The Parties shall equally share in the cost of maintenance, repair, improvement, winterization and replacement of the common portions of the catch basin and pipeline system. All such costs shall be authorized in writing by a majority of the Parties prior to incurring such costs, and all such costs shall be fully paid in equal parts by all Parties within thirty (30) days of incurring such cost. Each Party shall be obligated to immediately repair and pay for any damage to the system caused by his/her negligent or willful acts, or by the negligent or willful acts of the Party's employees, agents and guests, payment to be made within thirty (30) days of such damage.
6. **NOTICE TO PARTIES.** Written notice of all actions to be taken, or costs to be incurred, by the Parties pursuant to this agreement shall be sent to the Parties at the following addresses which may be changed by written notice to all other Parties:

HIGHLAND ORCHARDS, LLC
ORGANIC PRODUCE, LLC
SIXTY SIX ACRES, LLC
c/o Alexander Mecl
3858 Carson Street, Suite 220
Torrance, CA 90503

JOHN CRUMPACKER and RONDA BRESIN
P.O. Box 100
Underwood, WA 98651

7. **TERM AND TERMINATION**. This agreement shall be in effect for ten (10) years from the date of execution, at which time it will be renewed and extended for successive ten (10) year periods unless and until such time as the owners of all tax lots unanimously agree in writing to terminate or amend the agreement.
8. **BINDING EFFECT**. This agreement and the covenants, terms, and conditions contained herein shall be binding upon the Parties hereto, their heirs, successors and assigns and shall constitute a covenant running with the land. Nothing herein shall limit the right of the Parties from entering into further agreements with respect to the subject matter of this agreement so long as such agreements are agreed to and executed by all Parties.

EXECUTED as of the date and year first above written.

HIGHLAND ORCHARDS, LLC,
a Washington limited liability company

By: _____

Alexander S. Mecl, Manager

ORGANIC PRODUCE, LLC,
a Washington limited liability company

By: _____

Alexander S. Mecl, Manager

SIXTY SIX ACRES, LLC
a Washington limited liability company

By: _____

Alexander S. Mecl, Manager

JOHN CRUMPACKER and RONDA BRESIN
husband and wife

John Crumpacker

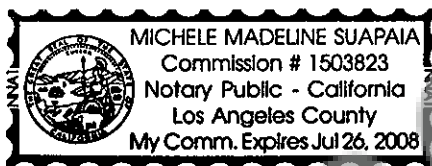
Ronda Bresin

STATE OF CALIFORNIA)
) ss.
County of Los Angeles)

On this day personally appeared before me **ALEXANDER S. MECL**, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entities upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 26 day of April, 2007.

[SEAL]

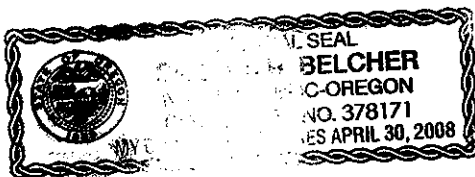


NOTARY PUBLIC in and for the state
of California, residing at 1000 1/2
My appointment expires April 20

State of ~~Washington~~ Oregon)
) ss:
County of ~~Skamania~~ Hood River

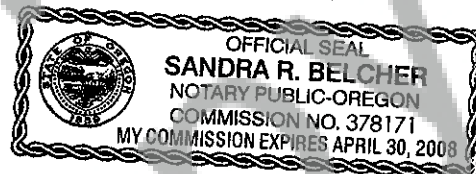
On this day personally appeared before me JOHN W. CRUMPACKER, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 27th day of April, 2007.



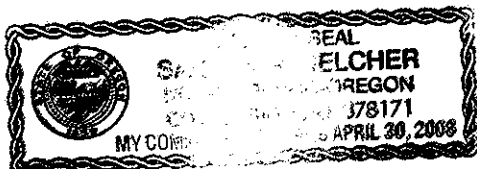
Sandra R Belcher
Sandra R Belcher
(print name)
NOTARY PUBLIC in and for the
State of ~~Washington~~ Oregon
Residing at Hood River
My Commission Expires: 04/30/08

State of ~~Washington~~ Oregon)
) ss:
County of ~~Skamania~~ Hood River



On this day personally appeared before me RONDA B. BRESIN, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 27th day of April, 2007.



Sandra R Belcher
Sandra R Belcher
(print name)
NOTARY PUBLIC in and for the
State of ~~Washington~~ Oregon
Residing at Hood River
My Commission Expires: 04/30/08

**EXHIBIT A TO
SPRING WATER SHARING AGREEMENT**

Unofficial
Copy

Doc # 2005158289
Page 1 of 4
Date: 08/10/2005 02:19P
Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$35.00

Filed for Record at Request of and
After Recording Return To:

Robert D. Weisfield, Attorney At Law
P. O. Box 421
Bingen, WA 98605
(509) 493-2772

REAL ESTATE EXCISE TAX

N/A

AUG 10 2005

PAID

N/A

[Signature]
SKAMANIA COUNTY TREASURER

DEED FOR EASEMENT

572 27891

S.D.S. Co. L.L.C., a Washington Limited Liability Company, (the "Grantor"), for and in consideration of creation of an easement, grants to Mark B. Wharry, a married man, as his separate estate, Donald K. Campbell and Thomasina M. Campbell, husband and wife, Bloxom Orchards Corporation, Six Partners Limited Partnership, and R. Clark Ziegler, Trustee of the Carol L. Ziegler Family Trust, ("Grantees") their successors and assigns, an easement for the maintenance, repair and use of an existing waterline and system, over, under and across the following legally described property, situate in the County of Skamania, State of Washington:

Government Lots 3 and 4 in Section 18, Township 3 North, Range 10 East, of the Willamette Meridian, in the County of Skamania, State of Washington. EXCEPT the West 362 feet of the North 504 feet of Government Lot 3 in said Section 18.

Abbreviated Legal Description: Gov't. Lots 3 and 4, Sec. 18, T3N, R10E
Assessor's Tax Parcel No.: 03-10-00-0-0-1100-00

8-10-05
8/10

The existing waterline, system and improvements are diagrammed on Exhibit "A" attached hereto and incorporated by this reference as though fully set forth herein.

This easement includes rights of ingress and egress onto the above-described property for the purposes of performing operation, repair and maintenance of the waterline and system.

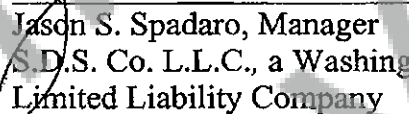
This easement is transferable from the grantees named hereinabove to their successors in interest, provided, however, that neither the grantees named above

nor their successors in interest may expand or alter location of the waterline and system without the prior written consent of the Grantor herein or its successors.

If Grantor damages the water system during its forest management activities, it shall be responsible for repair of such actual damage, and shall be responsible for repair of the system only under this condition. Grantor shall not be responsible for any consequential damages that the grantees may incur as a result of grantor's damage to said water line and system.

Except as agreed to herein, this easement and Grantee's exercise of rights provided herein will not restrict or adversely impact Grantor's use(s) of the land. Grantor's forest management and practices in and around these improvements shall be regulated exclusively under the State of Washington's forest practices stream protection requirements and Grantor shall not suffer or be liable for additional restrictions or protections required as a result of the water systems and its improvements, or use of the water from said system for domestic purposes by any party.

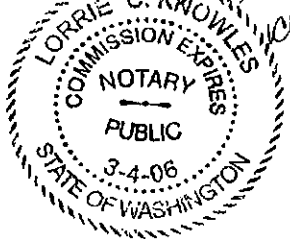
DATED: July 18, 2005


Jason S. Spadaro, Manager
S.D.S. Co. L.L.C., a Washington
Limited Liability Company

STATE OF WASHINGTON)
COUNTY OF KLIKITAT) §

I certify that I know or have satisfactory evidence that JASON S. SPADARO is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of S.D.S. Co. L.L.C., a Washington Limited Liability Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: July 18, 2005.




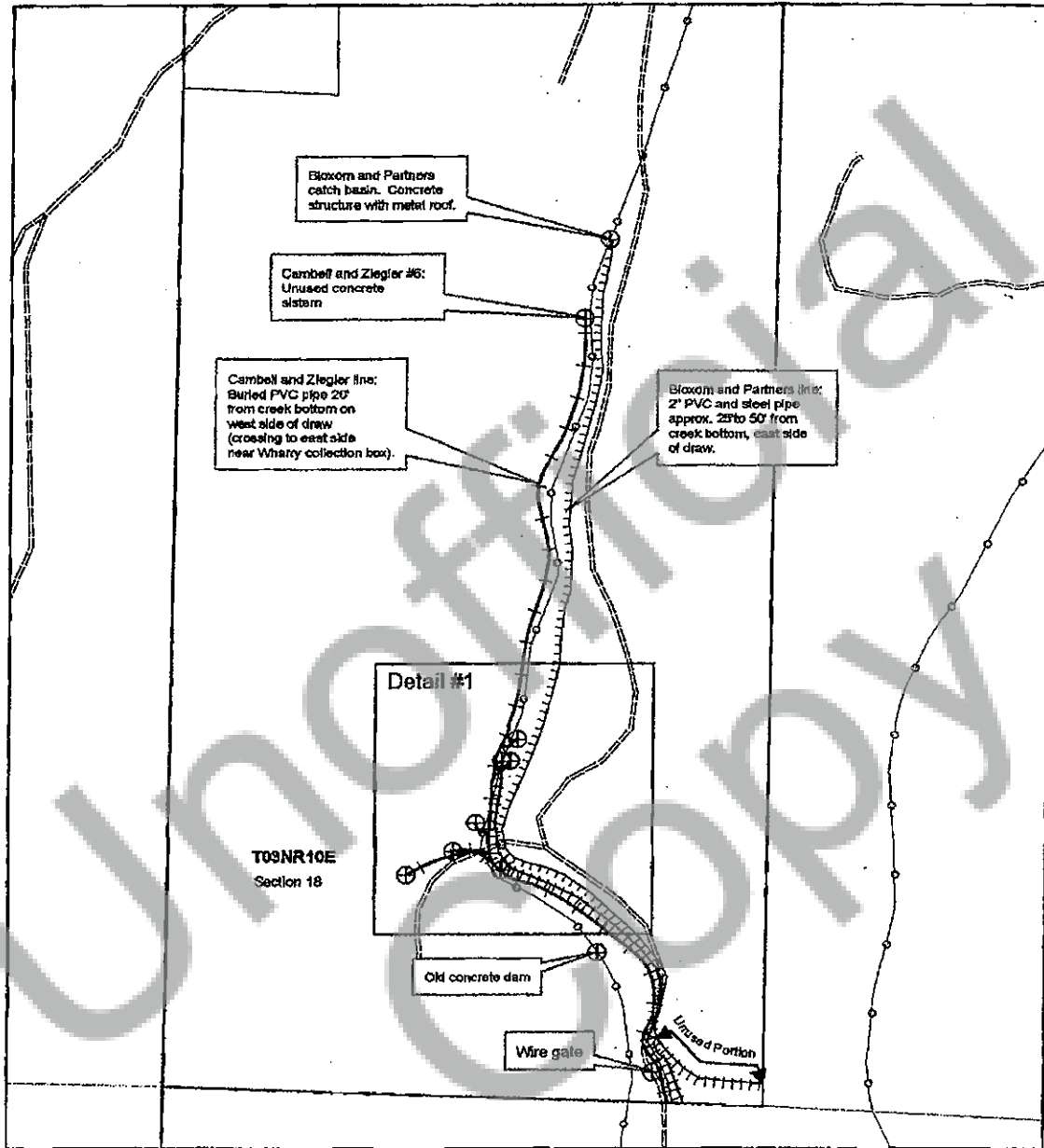
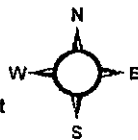
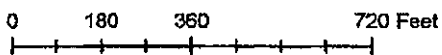

Lorrie C. Knowles
Notary Public in and for the State of
Washington, residing at White Salmon.
My commission expires: 3/4/06.

Exhibit "A"



1 inch equals 350 feet



Legend





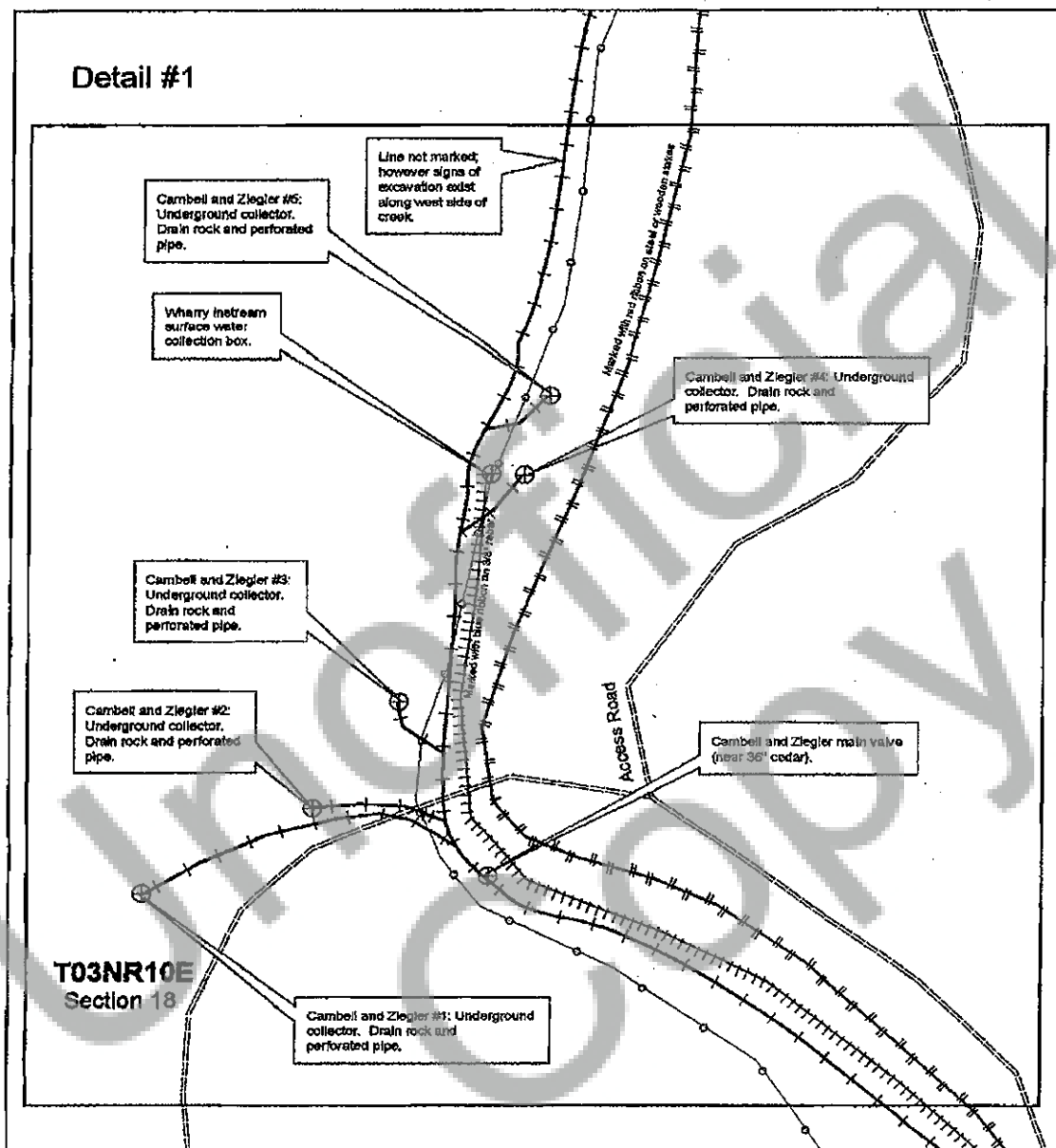
-  Water Intake/Other Structure
 Cambell/Ziegler Line (not marked)
 Bloxmom Line
 Wharry Line

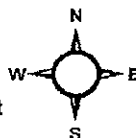
Exhibit "A"

Detail



1 inch equals 98 feet

0 50 100 200 Feet



Legend

- ⊕ Water Intake/Other Structure
- +— Cambell/Ziegler Line (not marked)
- +— Bloxom Line
- +— Wherry Line