

RETURN TO:

John Crumpacker
PO Box 100
Underwood, WA 98651

EASEMENT FOR SPRING WATER PIPELINE

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: N/A

Grantor: WINE SPRING, LLC

Grantees: THOMASINA M. CAMPBELL

Abbreviated Legal Description: (304) SE1/4 NE1/4 NW1/4; Ptn E1/2 SE1/4 NW1/4; Ptn W1/2 E1/2 NW1/4, Sec. 19, T3N, R10 EWM; (500) Ptn SE 1/4 NW 1/4 Section 19, T3N, R10 DWM; Ptn SE 1/4 NE 1/4 Section 19, T3N, R10 DWM.

Complete legal descriptions are on Exhibit A of this document.

Assessor's Tax Parcel ID No.: 03101900030400; 03101900030403; 03101900050000.

EASEMENT FOR WATER PIPELINE

EASEMENT AGREEMENT FOR SPRINGWATER PIPELINE

This Easement Agreement for Springwater Pipeline (this "**Agreement**") is made, dated, and effective as of March⁸/₂₃ 2011 (the "**Effective Date**") by and between WINE SPRING, LLC, a Washington limited liability company ("**Grantor**") and THOMASINA M. CAMPBELL ("**Grantee**"). Each of Grantor and Grantee is sometimes referred to as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Grantor is the owner of that certain real property located in Skamania County more particularly described on the attached Exhibit A and incorporated by reference herein (the "**Burdened Property**").

B. Grantee is the owner of certain real property adjacent to the Burdened Property, which real property is more particularly described on the attached Exhibit A and incorporated by reference herein (the "**Benefited Property**").

C. Grantee desires an easement over a portion of the Burdened Property for the purpose of delivering water through a pipeline to the Benefited Property, and for access to and from such pipeline on, over, and across a portion of the Burdened Property.

D. Grantor is willing to grant Grantee an easement solely for such purposes and for access to and from such pipeline on, over, and across a portion of the Burdened Property, all on the terms set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantees agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a nonexclusive easement (the "**Easement**") solely for (a) the construction, installation, operation, maintenance, use, inspection, repair, removal, and replacement, from time to time, of a spring water pipeline together with all facilities, connectors, and appurtenances thereto (the "**Pipeline**") on, over, under, and across that twelve- (12-) foot wide portion of the Burdened Property described on the attached Exhibit B and depicted on the attached Exhibit C, and incorporated herein by this reference (the "**Easement Area**"); and (b) transporting spring water through the Pipeline from the spring and reservoir system located on 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 (the “**Spring Property**”).

2. Nature of Easement. The Easement is intended to be an easement appurtenant, and shall benefit the Benefited Property and burden the Burdened Property, and shall run with the land.

3. Access; Notice of Access. The Easement granted by Grantor to Grantee shall include the right of access to and egress from the Easement Area on, over, and across such roads and paths on the Burdened Property as constructed and in situ as of the Effective Date. Grantee’s right of access under this Agreement shall not include any right of access on, over, across, or through any other portion of the Burdened Property. Grantee shall deliver to Grantor no fewer than forty-eight (48) hours’ telephonic notice of any access to the Easement Area by Grantee, its agents, employees, or contractors for the activities and purposes allowed hereunder. In the event of any emergency involving an imminent threat to property or life, Grantee shall have the right to access the Easement Area immediately following telephonic notice to Grantor. Without limiting the generality of the foregoing, Grantee shall have and continue to have the right to use, without notice to Grantor, that access road also known as Ausplund Road, including any gates installed thereon to the Spring Property, for purposes of accessing the Spring Property and for operation of shutoff, diversion and drain valves of the Pipeline.

4. Permitted Activities. Grantee shall have the right operate machinery, such as excavators, trenchers, and other vehicles within the Easement Area solely for the purposes allowed hereunder. Within ten (10) days after any construction, installation, maintenance, repair, removal, replacement or use of the Pipeline, Grantee shall restore the Easement Area to substantially the same condition as before such construction, installation, maintenance, repair, removal, replacement or use. Grantee shall repair and restore any road or path on the Burdened Property damaged by Grantee’s exercise of the Easement within ten (10) days after any such damage.

5. No Interference. Grantor shall not engage in any construction or other activity on or near the Easement Area that might in any fashion unearth, undermine, or damage the Pipeline, or endanger the lateral or other support of the Pipeline without Grantee’s prior written approval. If Grantor is required by law to conduct construction activities that will displace the Pipeline, then Grantee shall not unreasonably withhold consent to such construction activities, and Grantor shall,

without delay and at Grantor's cost, relocate the Pipeline in a manner that does not diminish the flow or pressure of water carried by the Pipeline.

6. Indemnification by Grantee. Grantee will indemnify, defend and hold harmless Grantor for, from, and against liability for physical damage to property and for physical injuries or death to Grantor, Grantor's property or the public, to the extent caused by Grantee's construction, operation, maintenance, use, repair, replacement, or removal of the Pipeline on the Burdened Property, except to the extent such damages, injuries or death are caused or contributed to by the negligence or willful misconduct of Grantor or Grantor's tenants, invitees or permittees.

7. Miscellaneous.

7.1 Notices. Except as expressly set forth in Section 3, all notices or other communications required or permitted by this Agreement shall be in writing and shall be deemed given when personally delivered, or in lieu of such personal service, five (5) days after deposit in the United States mail, first class, postage prepaid, certified, or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

| If to Grantor: | If to Grantee: |
|--|--|
| Wine Spring, LLC PO Box 100 Underwood, WA 98651 Tel. (509) 493-2024 | Thomasina Campbell 91 Kollock Knapp Rd. Underwood, WA 98651 Tel. (509) 493-2982 |

Any Party may change its address for purposes of this Section by giving written notice of such change to the other Party in the manner provided in this Section.

7.2 Complete Agreement. This Agreement is the final and complete agreement between the Parties concerning the Easement.

7.3 Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington. If the Parties are unable to

resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the Superior Court of the State of Washington located in Stevenson, Washington.

7.4 Severability and Parties Bound. The enforceability, invalidity, or illegality of any provisions of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal. This Agreement shall bind and inure to the parties and their respective successors and assigns.

7.5 Further Acts and Assurances; Recording. Each Party hereby agrees that each shall execute such additional documents or instruments, and shall undertake such actions as are necessary and appropriate to effectuate the intent of this Agreement. Grantee shall record this Agreement in the real property records of Skamania County, at Grantee's sole expense.

7.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

GRANTOR:

WINE SPRING, LLC,
a Washington limited liability company

By: 

John W. Crumpacker, its Manager

GRANTEE:

THOMASINA M. CAMPBELL

By: 

Thomasina M. Campbell

ACKNOWLEDGMENT OF GRANTOR

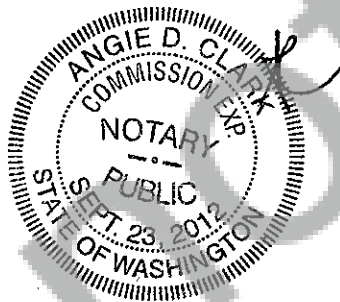
STATE OF WASHINGTON)

County of Klickitat) ss.
~~Skamania~~)

On this 20th day of September, 2011, before me personally appeared JOHN W. CRUMPACKER, to me known to be the manager of the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

DATED this 20th day of Sept, 2011.

[SEAL]



Angie D. Clark
 (signature of notary)

Notary Public
 (title)

My appointment expires 09.23.2012

EXHIBIT A

BENEFITED PROPERTY AND BURDENED PROPERTY

BURDENED PROPERTY:

Skamania County Assessor's Tax Parcel Nos. 03101900030400 and 03101900030403:

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

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

THAT PORTION of the East half of the Southeast quarter of the Northwest quarter of Section 19 lying East 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 West line of the East half of the Southeast quarter of Section 19;

THAT PORTION of the West half of the East half of the Northwest quarter of Section 19 lying West of the centerline of Ausplund Road and South 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;

EXCEPTING the East 8 rods of the Southeast quarter of the Northwest quarter of said Section 19 and the East 8 rods of the Northeast quarter of the Northwest quarter of Section 19, Skamania County, Washington.

ALSO EXCEPT that portion described in Judgment entered in Skamania County Superior Court Cause No. 86-2-00038-2.

AND EXCEPT County roads.

BENEFITTED PROPERTY:

Skamania County Assessor's Tax Parcel No. 03101900050000:

The east 8 rods of the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section 19, Township 3 North, Range 10 D.W.M.; and,

The Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section 19, Township 3 North, Range 10 D.W.M.; and the North 66 feet of the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of the said Section 19, EXCEPT that portion thereof lying southerly of County Road No. 3130 designated as Kollock-Knapp Road; and EXCEPT that portion thereof described as follows: Commencing at a point at which the county road, commonly known as Kollock Road intersects with the private road commonly known as the Mc Vay camp road as is now laid out and upon the ground, as a point of beginning; thence east along the northerly line of the said Kollock Road to a point of its intersection with the east line of the Southwest quarter of the Northeast quarter (SW 1/4 NE 1/4) of the said Section 19; thence north along said east line to a point where said line intersects with the Mc Vay Camp Road as it is now laid out and exists upon the ground; thence from said point of intersection in a southwesterly direction along the easterly line of said Mc Vay Camp Road to a point of its intersection with the point of beginning herein described, the same being a triangular parcel of land. (Parcel (1)).

EXHIBIT B

EASEMENT AREA

A 12 foot wide waterline easement, located in the Northwest $\frac{1}{4}$ of Section 19, T3N, R10E, W.M., centered on the following described centerline:

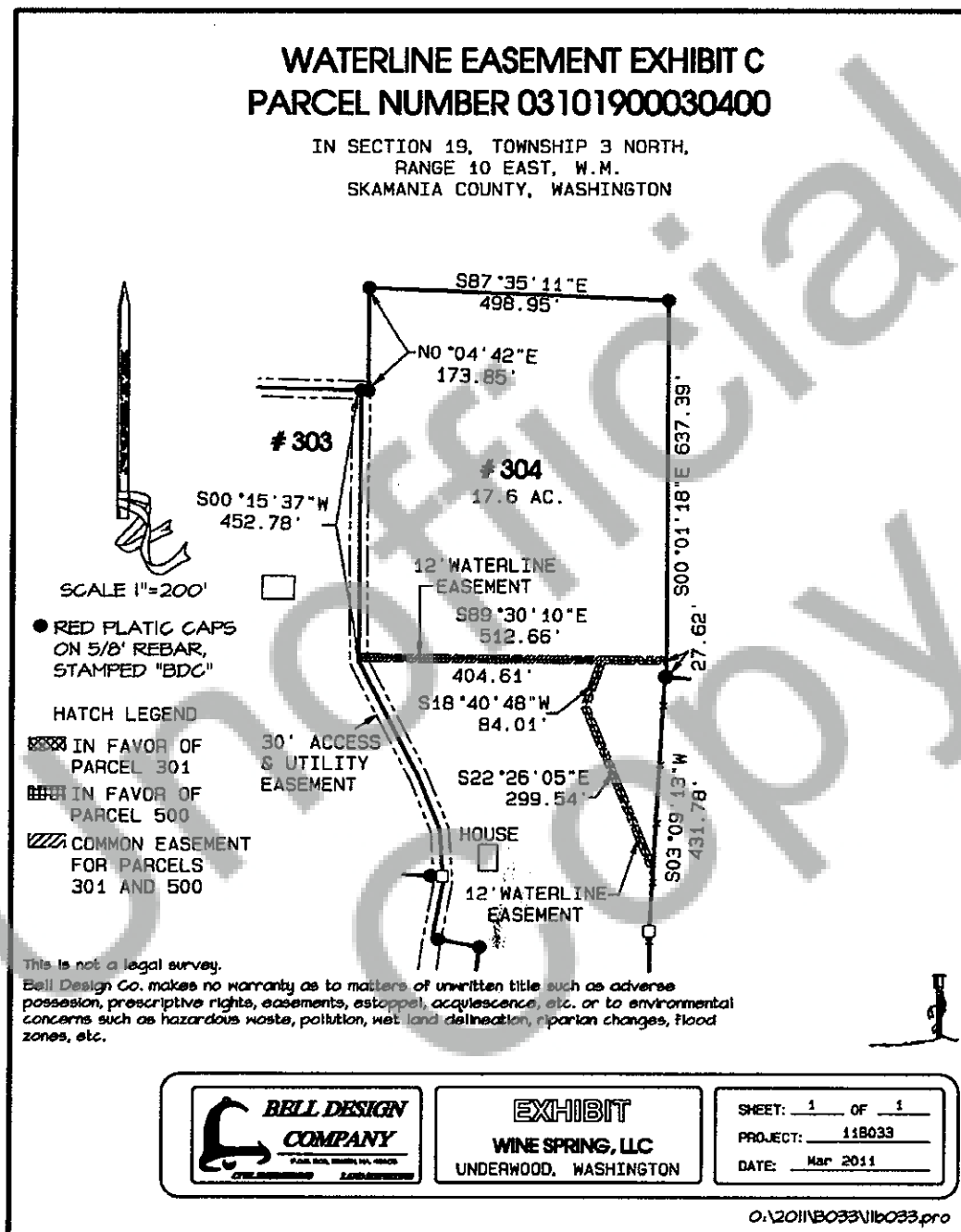
Beginning on the West boundary line of Tax Parcel 03101900030400 and South $00^{\circ}15'37''$ West, a distance of 452.78 feet from most Northerly corner common to said Parcel 03101900030400 and Parcel number 03101900030300 which is a Red Plastic Cap placed on a $\frac{5}{8}$ inch rebar and stamped "BDC";

thence South $89^{\circ}30'10''$ East, a distance of 404.61 feet;

thence South $18^{\circ}40'48''$ West, a distance of 84.01 feet;

thence South $22^{\circ}26'05''$ East, a distance of 299.54 feet to an existing fence which is the East line of said Parcel 03101900030400 and the end of this description.

EASEMENT FOR WATER PIPELINE – EXHIBIT B



EASEMENT FOR WATER PIPELINE -EXHIBIT C