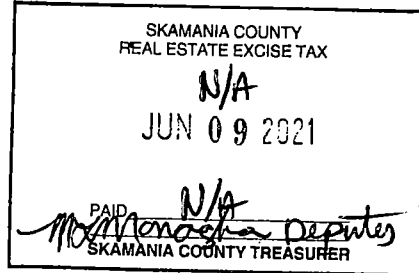




After Recording Deliver to:
SDS Company LLC
P.O. Box 266
Bingen, WA 98605



Tax Parcel Nos. 031016 00120000
031016 00090000
031016 00090100



GRANT OF
INGRESS AND EGRESS ACCESS AND UTILITY EASEMENT

This Agreement made this 8th day of June, 2021, between Erin L. Ziegler, Personal Representative of the Estate of Kenneth Ziegler, hereinafter called "Grantor" and S.D.S. CO., L.L.C. and James F. Ziegler, hereinafter called "Grantees".

1. Grantor owns certain real property located in Skamania County, Washington, over which Grantor is willing to convey to Grantees an Ingress and Egress Access and Utility Easement, the real property owned by Grantor being described as follows:

That parcel of land situated in the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of Section 16, Township 3 North, Range 10 East W.M. beginning at the Quarter Corner common to Sections 16 and 15; thence south 32 rods (528 feet); thence west 990 feet to the true point of beginning; thence south 792 feet; thence west 315 feet; thence north 792 feet; thence east 315 feet to the true point of beginning;

Said tract also described as Lot 1 of RENO ZIEGLER'S SHORT PLAT recorded in Volume 2, page 55, under Skamania County Auditor's File No. 86479, records of Skamania County, Washington.

2. Grantees own certain real property located in Skamania County, Washington, to which Grantor is willing to convey to Grantees an Ingress and Egress Access and Utility Easement, the real property owned by Grantees being described as follows:

- 2.a S.D.S. Co., L.L.C., Owner of the real property described as:

The West half of the Southeast Quarter of the Southeast Quarter and the South half of the Southwest Quarter of the Southeast Quarter of Section 16, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington Lying

Easterly of the Westerly line of Hood Road as described by instrument Recorded in Book 31, Page 514.

Except that portion conveyed to Skamania County for Road purposes by instrument Recorded in Book 59, Page 46.

- 2.b. James F. Ziegler, Owner of the real property described as:

That parcel of land situated in the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of Section 16, Township 3 North, Range 10 E.W.M. beginning at the Quarter Corner common to Section 15 and 16; thence south 32 rods (528 feet); thence west 40 rods (660 feet) to the true point of beginning; thence south 792 feet; thence west 330 feet; thence north 792 feet; thence east 330 feet to the true point of beginning;

Said tract also described as Lot 2 of RENO ZIEGLER'S SHORT PLAT recorded in Volume 2, Page 55, under Skamania County Auditor's File No. 86479, records of Skamania County, Washington.

3. Grantor hereby grants to Grantees a perpetual Ingress and Egress Access and Utility Easement (the "Easement"), over, under, and across the following described property:

A strip of land being the south 10.00 feet of Lot 1 of RENO ZIEGLER'S SHORT PLAT recorded in Volume 2, Page 55, under Skamania County Auditor's File No. 86479, records of Skamania County, Washington.


Said strip of land is depicted in Exhibit A which is made a part of this document.

4. The true and actual consideration paid for this easement is a reciprocal easement on adjoining land and other good and valuable consideration.
5. The rights, duties, and obligations created by this document shall be deemed to run with the lands benefited and burdened by the easement, and inure to and be binding upon the heirs, successors and assigns of the respective parties hereto.
6. Grantees agree to indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of Grantees' use of the easement strip. Grantees assume all risk arising out of their use of the easement strip and Grantor shall have no liability to Grantees or others for any condition existing thereon.
7. Maintenance cost of the Easement road shall be allocated in proportion to each parties use of the road. Maintenance is defined as the work necessary to preserve and keep a roadway as nearly as possible in its original condition as constructed. If a party proposes to improve the road to a higher standard, the parties may agree to share the costs of improvement, but no party shall be obligated to participate in road improvements and the associated costs.

8. Grantees acknowledges and agree that Grantor has an operating vineyard and Grantee (and their guests and invites) will use its very best efforts to accommodate and not disrupt farming operations. This includes but is not limited to (i) the fact that farm equipment will periodically be parked in the easement area and Grantees will not object to such parking provided there is room to drive around parked vehicles, (ii) Grantor will regularly engage in various tree sprayings which may occur when Grantees are using the easement, and Grantees and his/her vehicles may come in contact with such spray and Grantees will not object to such spraying.
9. This easement, once signed and recorded, will supersede any prior easements or agreements between the referenced properties for access to and from the properties being described herein.
10. The undersigned covenants and agrees it is the sole owner of the above-described real property.

DATED this 8 day of June, 2021

GRANTOR: Erin L. Ziegler,
Personal Representative of the Estate of Kenneth Ziegler


By: Erin L. Ziegler,
Personal Representative of the
Estate of Kenneth Ziegler

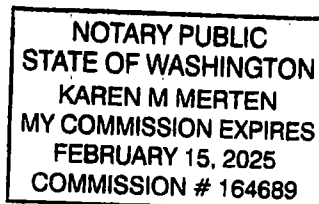
STATE OF Washington)

County of Klickitat)

) ss

June 8, 2021

I certify that I know, or have satisfactory evidence that Erin L. Ziegler, Personal Representative of the Estate of Kenneth Ziegler, is the person who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it to be voluntary act for the uses and purposes mentioned in the instrument.



Before Me:


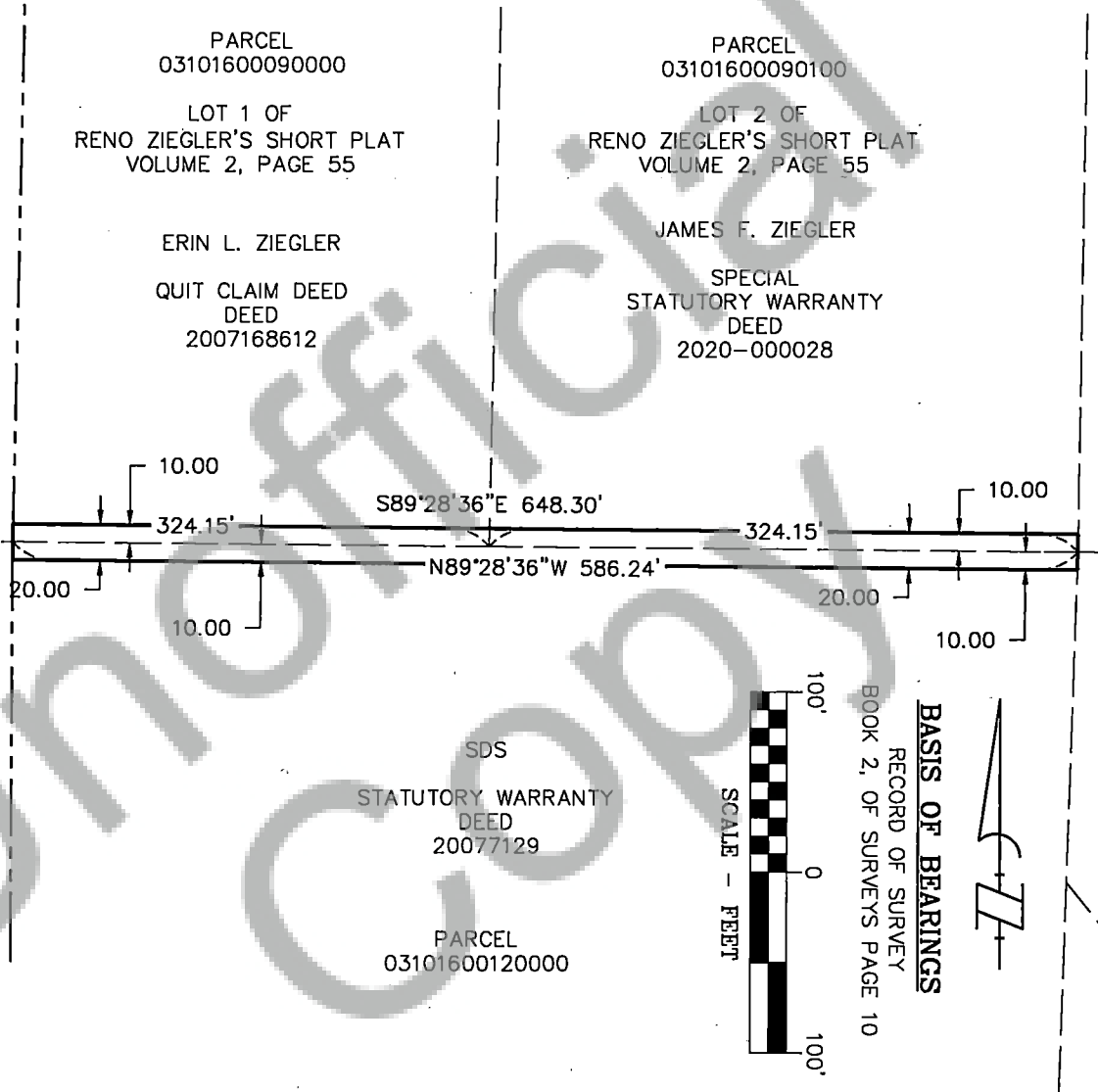
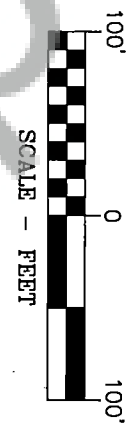

Notary Public of Washington
My Commission Expires: 2/15/2025

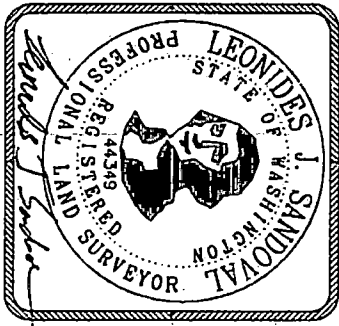
EXHIBIT "A"



BASIS OF BEARINGS
RECORD OF SURVEY
BOOK 2, OF SURVEYS PAGE 10



LITTLE BUCK CREEK RD.



EASEMENT EXHIBIT
SE 1/4 OF SECTION 16, T. 3 N., R 10 E., W.M.
SKAMANIA COUNTY, WA



Klein & Associates, Inc.
ENGINEERING•SURVEYING•PLANNING
1411 13th Street•Hood River, OR 97031
TEL 503-386-5322•FAX 503-386-2515

PROJECT: 21-05-19
FILE NO.: 21-05-19-EX-006
REVISION: --
DATE: 05-19-2021
SHEET 1 OF 1 SHEETS