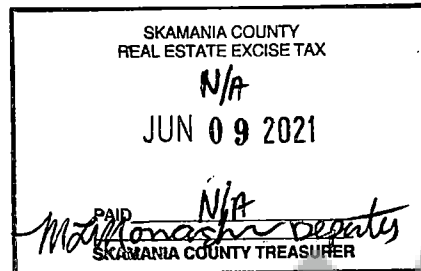




After Recording Deliver to:  
SDS Company LLC  
P.O. Box 266  
Bingen, WA 98605



Tax Parcel Nos.

03101600090100  
03101600120000



### GRANT OF INGRESS AND EGRESS ACCESS AND UTILITY EASEMENT

This Agreement made this 8<sup>th</sup> day of June, 2021, between James F. Ziegler, hereinafter called "Grantor" and S.D.S. CO., LLC., hereinafter called "Grantee"

1. Grantor owns certain real property located in Skamania County, Washington, over which Grantor is willing to convey to Grantee 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 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.

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

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.

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

A strip of land being the south 10.00 feet of 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.

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. Grantee agrees to indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of Grantee's use of the easement strip, Grantee assumes all risk arising out of its use of the easement strip and Grantor shall have no liability to Grantee 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. Grantee acknowledges and agrees that Grantor is an operating vineyard and Grantee (and its 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 Grantee will not object to such parking provided that there is room to drive around parked vehicles, (ii) Grantor will regularly engage in various sprayings which may occur when Grantee is using the easement, and Grantee and his/her vehicles may come in contact with such spray and Grantee 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<sup>TH</sup> day of June, 2021

GRANTOR: James F. Ziegler

James F. Ziegler  
By: James F. Ziegler

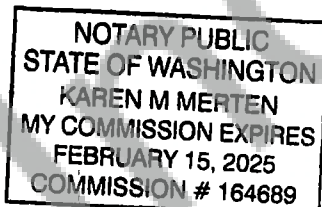
STATE OF Washington

County of Klickitat

) ss

June 8, 2021

I certify that I know, or have satisfactory evidence that James F. 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:

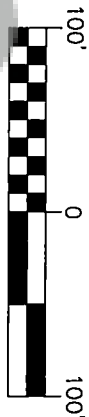
Karen M. Merten  
Notary Public of Washington  
My Commission Expires: 2/15/2025

# EXHIBIT "A"



## BASIS OF BEARINGS

RECORD OF SURVEY  
BOOK 2, OF SURVEYS PAGE 10



PARCEL  
03101600090100

LOT 2 OF  
RENO ZIEGLER'S SHORT PLAT  
VOLUME 2, PAGE 55

JAMES F. ZIEGLER

SPECIAL  
STATUTORY WARRANTY  
DEED  
2020-000028

SDS

STATUTORY WARRANTY  
DEED  
20077129

PARCEL  
03101600120000

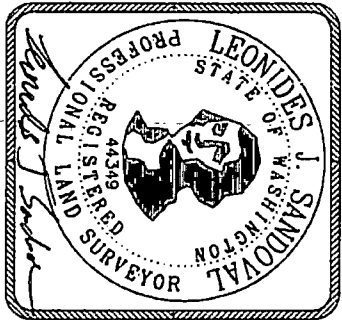
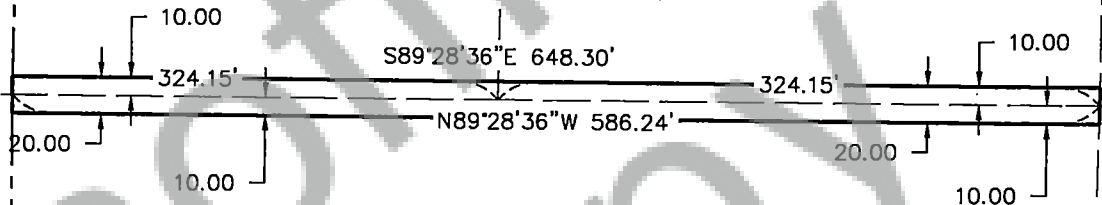
PARCEL  
03101600090000

LOT 1 OF  
RENO ZIEGLER'S SHORT PLAT  
VOLUME 2, PAGE 55

ERIN L. ZIEGLER

QUIT CLAIM DEED  
DEED  
2007168612

LITTLE BUCK CREEK RD.



**Klein & Associates, Inc.**  
ENGINEERING & SURVEYING PLANNING  
1411 11th Street, Suite 100, Bldg. 03, 97031  
TEL: 541-386-3322 / FAX: 541-386-5315

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

PROJECT: 21-03-19  
FILE NO: 21-03-19-EX-DWG  
DRAWN BY: --  
CHECKED BY: --  
DESIGNED BY: --  
SURVEYED BY: --  
DATE: 05-19-2021  
APPROVED: APRR, JY  
SHEET 1 OF 1 SHEETS