

Skamania County, WA  
Total: \$213.50  
EASE  
Pgs=11

2021-003318

09/30/2021 04:54 PM

Request of: COLUMBIA GORGE TITLE



00010657202100033180110110

WHEN RECORDED RETURN TO:

SDS Company LLC  
PO Box 266  
Bingen WA 98605

DOCUMENT TITLES(S):

Correction of Grantee and Legal Description for Grant of Ingress  
and Egress Access and Utility Easement

REFERENCE NUMBER(S) OF DOCUMENTS CORRECTD:  
2021002035

Skamania County

Real Estate Excise Tax

N/A

SEP 30 2021

N/A

PAID *Be AFN* *2021002035*

Skamania County Treasurer

GRANTOR(S): Erin L Ziegler, Personal Representative of the Estate of Kenneth  
Ziegler

GRANTEE(S): Columbia River View Vineyard LLC, a Washington Limited Liability  
Company

ABBREVIATED LEGAL DESCRIPTION:

*Lot 1 RENO ZIEGLER SP Bk 2/Pg 55; Lot 2 RENO ZIEGLER SP  
Bk 2/Pg 55; Ptn Sec 16, T3N, R10E W.M.  
C.S.*

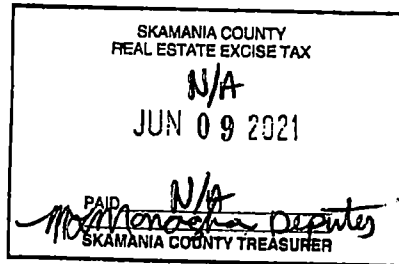
TAX PARCEL NUMBER(S): 03-10-16-0-0-1200-00, 03-10-16-0-0-0900-00  
and 03-10-16-0-0-0901-00

Skamania County Assessor

Date *9-30-21* Parcel# *03101600120000*  
*03101600090000*  
*03101600090100*



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 8<sup>th</sup> 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:

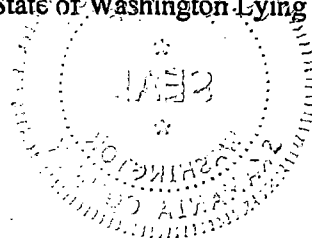
That parcel of land situated in the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of Section 16, Township 3 North, Range 10 East W.M. beginning at the Quarter Corner common to Sections 16 and 15; thence south 32 rods (528 feet); thence west 990 feet to the true point of beginning; thence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



Unofficial Copy

State of Washington  
County of Skamania

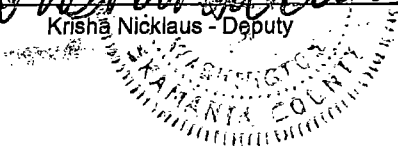
I, Robert J. Waymire, Skamania County Auditor, do hereby  
certify that the foregoing instrument is a true and correct  
copy of the document now on file or recorded, in my office.

In witness whereof, I hereunto set my hand and official seal  
this 30th of September 2021.

Robert J. Waymire, County Auditor

By

  
Krishna Nicklaus - Deputy



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

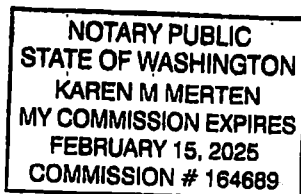
STATE OF Washington

County of Clallam


) ss

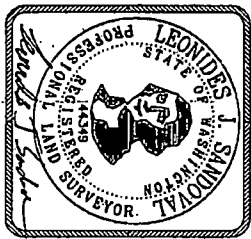
June 8, 2021

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



**Klein & Associates, Inc.**  
ENGINEERING, SURVEYING, PLANNING  
AND CONSTRUCTION  
1411 N. 34TH ST., SUITE 200  
SEASIDE, WA 98138  
TEL: (206) 427-9446 FAX: (206) 427-9443

PROJECT	21-02-18
FILE NO.	21-02-18-02-00
DATE	05-18-2021
SHEET	1 OF 1 SHEETS

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

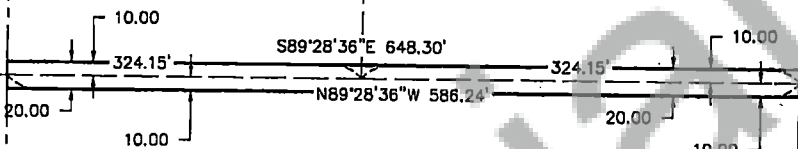
**LITTLE BUCK CREEK RD.**

PARCEL  
03101600090000  
LOT 1 OF  
RENO ZIEGLER'S SHORT PLAT  
VOLUME 2, PAGE 55

ERIN L. ZIEGLER  
QUIT CLAIM DEED  
DEED  
2007168612

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



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

**EXHIBIT "A"**

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

**CORRECTION OF GRANTEES AND LEGAL DESCRIPTION FOR GRANT  
OF  
INGRESS AND EGRESS ACCESS AND UTILITY EASEMENT**

This Agreement made this 28 day of September, 2021, between Erin L. Ziegler, Personal Representative of the Estate of Kenneth Ziegler, hereinafter called "**Grantor**" and Columbia River View Vineyard, LLC, a Washington limited liability company, 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 Columbia River View Vineyard, LLC, Owner of the real property described as:

A parcel of land located in the Southeast Quarter of Section 16, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:  
All that area in the West Half of the Southeast Quarter of the Southeast Quarter of Section 16 and in the East Half of the Southwest Quarter of the Southeast Quarter of Section 16, lying East of the County Road known as Little Buck Creek Road as described in Quit Claim Deed recorded in Book 59, Page 46 and in Skamania County Auditor's File Number 69885;

EXCEPTING THEREFROM that portion of land described in Quit Claim Deed recorded in Skamania County Auditor's File Number 2010175540, described as follows:

Commencing at a Lawson Surveying White Plastic Cap on a 5/8" rebar, set for the record of survey recorded in Auditor's File Number 92720, thence North 00° 53' 06" East, a distance of 300.58 feet to an iron pipe accepted as a point on the West line of the Bruner Short Plat recorded in Auditor's File Number 118943 by the Skamania County Auditor and the Point of Beginning;

Thence North 89° 06' 54" West, a distance of 25.00 feet to a 5/8" rebar and Red Plastic Cap;

Thence South 00° 53' 06" West, a distance of 250.58 feet to a 5/8" rebar and Red Plastic Cap;

Thence South 44° 07' 01" East, a distance of 35.35 feet to a 5/8" rebar and Red Plastic Cap;

Thence North 00° 53' 06" East along said West line, a distance of 275.58 feet to the Iron Pipe and Point of Beginning.

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;

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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:

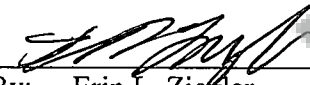
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Said strip of land is depicted in Exhibit A which is made a part of this document.

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.
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10. The undersigned covenants and agrees it is the sole owner of the above-described real property.

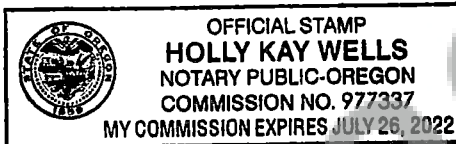
DATED this 28 day of September, 2021

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 Oregon )  
County of Hood River ) ss 9/28, 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 Oregon  
My Commission Expires: 7-26-2022

Unofficial  
Copy