

WHEN RECORDED RETURN TO:

SDS Company LLC
PO Box 266
Bingen WA 98605

Skamania County, WA
Total: \$215.50
EASE
Pgs=13

2021-003319

09/30/2021 04:54 PM

Request of: COLUMBIA GORGE TITLE



00010658202100033190130131

DOCUMENT TITLES(S):

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

REFERENCE NUMBER(S) OF DOCUMENTS CORRECTD:
2021002036

Skamania County

Real Estate Excise Tax

N/A

SEP 30 2021

N/A

PAID *Per AFN 2021002036*

Skamania County Treasurer

Quincy for Deputy

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

GRANTEE(S): James F Ziegler and Erin L Ziegler, Personal Represenative of the Estate of Kenneth Ziegler

ABBREVIATED LEGAL DESCRIPTION:

Pln. Sec 16, T3N, R10E W.M.;

*Lot 2 RENO ZIEGLER SP Bk 2/Pg 55; Lot 1 RENO
ZIEGLER SP Bk 2/Pg 55*

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

65

Skamania County Assessor

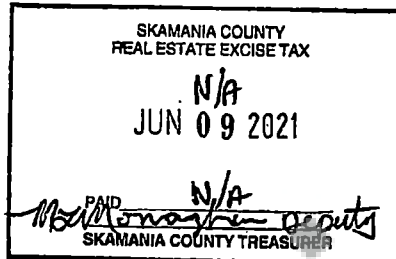
Date *9-30-21* Parcel# *03101600120000*
03101600090000
03101600090100

2021-002036

06/09/2021 09:57 AM

00009084202100020360050064

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



Tax Parcel Nos.:

03101600090000

03101600090100

03101600120000

DN

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

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

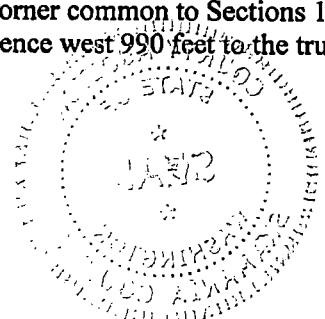
The West half of the Southeast Quarter of the Southeast Quarter and the South half of the Southwest Quarter of the Southeast Quarter of Section 16, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington Lying Easterly of the Westerly line of Hood Road 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. 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 Erin L. Ziegler, Personal Representative of the Estate of Kenneth 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 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



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State of Washington
County of Skamania

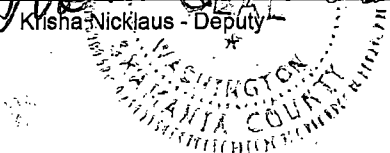
I, Robert J. Waymire, Skamania County Auditor, do hereby
certify that the foregoing instrument is a true and correct
copy of the document now on file or recorded in my office.

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



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.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, over, under, and across the following described property:

A strip of land being the north 10.00 feet of the Grantors property.

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 its 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 Grantees (and their guests and invites) will use their 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 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 8th day of June, 2021

GRANTOR: S.D.S. CO., L.L.C.
A Washington Limited Liability Company


By: Jeffrey Webber,
Its: President

STATE OF Washington)
County of Klickitat) ss

On this 8 day of June, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jeff Webber, to me known to be the President of S.D.S. Co., L.L.C., a Washington limited liability company, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

NOTARY PUBLIC
STATE OF WASHINGTON
KAREN M MERTEN
MY COMMISSION EXPIRES
FEBRUARY 15, 2025
COMMISSION # 164689

Before Me:

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



Klein & Associates, Inc.
REGISTERED PROFESSIONAL LAND SURVEYORS
4411 17th Street, NW, Suite 200
Seattle, WA 98107
TEL: 206-325-7444 FAX: 206-325-7445

PROJECT: 20-02-10
FILE NO.: 20-02-10-01-000
DATE: 05-18-2021
SHEET: 1 OF 1

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

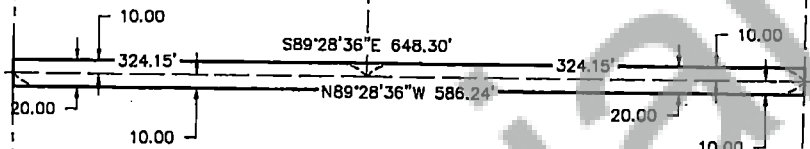
PARCEL
03101600090000
LOT 1 OF
RENO ZIEGLER'S SHORT PLAT
VOLUME 2, PAGE 55

ERIN L. ZIEGLER
QUIT CLAIM 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

LITTLE BUCK CREEK RD.



SDS
STATUTORY WARRANTY
DEED
20077129

PARCEL
03101600120000



BASIS OF BEARINGS
RECORD OF SURVEY
BOOK 2, OF SURVEY'S PAGE 10

EXHIBIT "A"

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

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

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

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. 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 Erin L. Ziegler, Personal Representative of the Estate of Kenneth 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 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.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, over, under, and across the following described property:

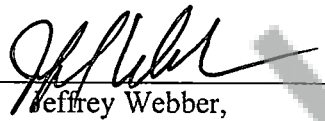
A strip of land being the north 10.00 feet of the Grantors property.

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 its 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 Grantees (and their guests and invites) will use their 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 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 28th day of September, 2021
Page 3 of 6

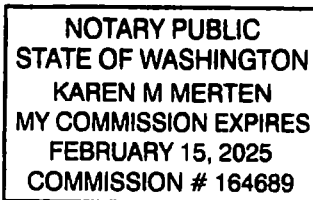
GRANTOR: COLUMBIA RIVER VIEW VINEYARD, LLC
a Washington Limited Liability Company


By: Jeffrey Webber,
Its: President

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Copy

STATE OF Washington)
County of Klickitat) ss
)

On this 28th day of September, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jeff Webber, to me known to be the President of Columbia River View Vineyard, LLC, a Washington limited liability company, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.



Before Me:

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

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