

WHEN RECORDED RETURN TO:

SDS Company LLC
PO Box 266
Bingen WA 98605

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

2021-003320

09/30/2021 04:54 PM

Request of: COLUMBIA GORGE TITLE



00010659202100033200110114

DOCUMENT TITLES(S):

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

REFERENCE NUMBER(S) OF DOCUMENTS CORRECTED:
2021002037

Skamania County
Real Estate Excise Tax

N/A

SEP 30 2021

N/A

GRANTOR(S): James F Ziegler

PAID Ref AFN 2021008037

Skamania County Treasurer

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

ABBREVIATED LEGAL DESCRIPTION:

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

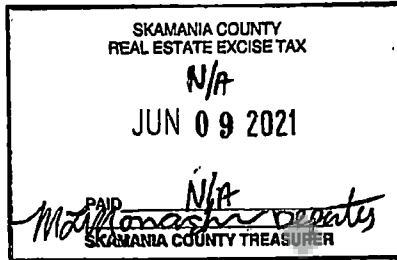
TAX PARCEL NUMBER(S): 03-10-16-0-0-1200-00 and 03-10-16-0-0-0901-00

65-

Skamania County Assessor

Date 9-30-21 Parcel# 03101600120000
03101600090100

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



Tax Parcel Nos.
03101600090100
03101600120000

(DW)

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

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

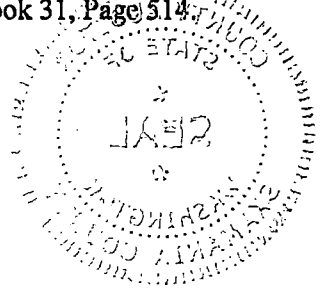
1. Grantor owns certain real property located in Skamania County, Washington, over which Grantor is willing to convey to Grantee an Ingress and Egress Access and Utility Easement, the real property owned by Grantor being described as follows:

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.



Unofficial Copy

State of Washington
County of Skamania

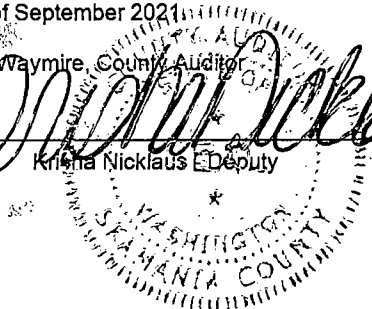
I, Robert J. Waymire, Skamania County Auditor, do hereby
certify that the foregoing instrument is a true and correct
copy of the document now on file or recorded in my office.

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

Robert J. Waymire, County Auditor

By

Krista Nicklaus Deputy



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.

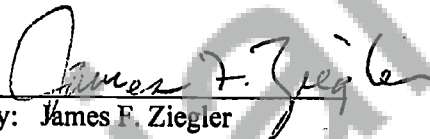
Said strip of land is depicted in Exhibit A. which is made a part of this document.

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 8th day of June, 2021

GRANTOR: James F. Ziegler

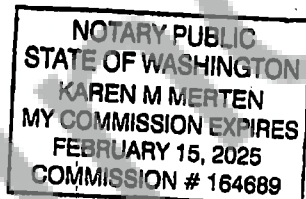

By: James F. Ziegler

STATE OF Washington


County of Klickitat } ss

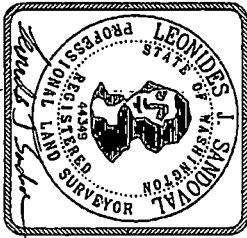
June 8, 2021

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:


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



Klein & Associates, Inc.
ENGINEERING, SURVEYING & LAND
1111 1st Street, Suite 100, Everett, WA 98201
TEL: 425-332-7142 FAX: 425-332-7143

PROJECT: 21-03-18
FILE NO.: 21-03-18-D-0106
DATE: 06-16-2021
SHEET: 1 OF 1 SHEETS

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

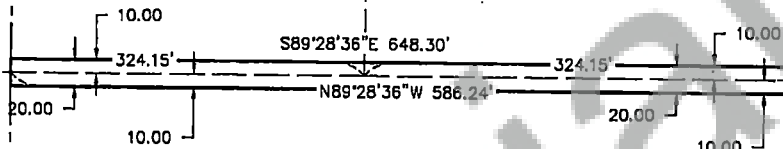
PARCEL
03101600090000
LOT 1 OF
RENO ZIEGLER'S SHORT PLAT
VOLUME 2, PAGE 55

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.



SOS
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 GRANTEE AND LEGAL DESCRIPTION FOR GRANT
OF
INGRESS AND EGRESS ACCESS AND UTILITY EASEMENT**

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

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.

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.

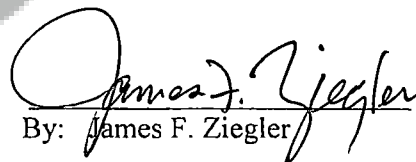
Said strip of land is depicted in Exhibit A. which is made a part of this document.

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 28th day of September, 2021

GRANTOR: James F. Ziegler


By: James F. Ziegler

STATE OF ~~Washington~~ Oregon)
County of Hood River) ss
)

9/28, 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:

Holly Kay Wells
Notary Public of ~~Washington~~ Oregon
My Commission Expires: 7-26-2022

Unofficial Copy

Unofficial
Copy