



After recording, return to:
Jaques Sharp, Attorneys
Attn: Anna C. Cavalieri
205 3rd St.
Hood River, OR 97031

Skamania County
Real Estate Excise Tax

N/A

NOV 26 2025

Affects Skamania County Tax Parcel
Nos: 03091130070000, 03091130070100

PAID N/A
Skamania County Treasurer
Manager's Seal

SHARED IRRIGATION SYSTEM EASEMENT & MAINTENANCE AGREEMENT

This Agreement, made and entered into this 17th day of November, 2025, between Common Ground Collective, LLC, hereinafter "Common Ground", and F. Michael Clement and Nancy C. Clement, Trustees of The Clement Family Trust dated September 29, 2017, hereinafter the "Clements".

RECITALS

A. Common Ground is the owner of real property known as 4662 Cook Underwood Rd., Cook, WA, 98605 located in the County of Skamania, State of Washington ("Common Ground Parcel"), which property is more fully described as follows:

The west half of the northeast quarter of the southeast quarter of the southwest quarter of Section 11, Township 3 North, Range 9 East of the Willamette Meridian, in the County of Skamania and State of Washington.

5 acres, more or less

Skamania County Tax Parcel No: 03091130070000

B. Clements are the owners of real property directly east of and adjacent to the Common Ground Parcel ("Clements Parcel"), which property is more fully described as follows:

The east half of the northeast quarter of the southeast quarter of the southwest quarter of Section 11, Township 3 North, Range 9 East of the Willamette Meridian, in the County of Skamania and State of Washington.

5 acres, more or less

Skamania County Tax Parcel No: 03091130070100

C. An irrigation ditch diverted from Rock Creek fills a collection barrel located on the Common Ground Parcel, which is the source of an irrigation water supply for both the Common Ground Parcel and the Clements Parcel.

D. Common Ground and the Clements desire to share the use and maintenance of the irrigation ditch and the collection barrel (the "Irrigation System") on the terms set forth in this Agreement.

E. It is the intention of Common Ground and the Clements that the Irrigation System be used and operated to provide an adequate supply of water for each of their respective properties, for irrigating said properties, and to assure the continuous and satisfactory operation and maintenance of the Irrigation System for the benefit of the present and future owners of the Common Ground Parcel and the Clements Parcel, their heirs, successors and assigns.

AGREEMENT

1. Common Ground and the Clements agree they will each own a one-half interest in the described Irrigation System, and the water itself.

2. Common Ground hereby grants and conveys to the Clements, their agents, successors or assigns, a non-exclusive easement to access the Irrigation System and any piping that transmits water to the Clements Parcel for the purpose of performing repair and maintenance thereon. The location of the "Easement Area" is depicted on the attached Exhibit Plat, and is more particularly described as follows:

A ten foot wide easement for irrigation purposes located in the west half of the northeast quarter of the southeast quarter of the southwest quarter of Section 11, Township 3 North, Range 9 East of the Willamette Meridian in the County of Skamania and State of Washington, being 5 feet on each side of the following described center line:

Beginning at a point on the east line of said west half that bears North 02°48'50" East, a distance of 378.78 feet from the southeast corner thereof. Thence North 89°43'19" West, a distance of 118.58 feet to the terminus of said center line.

Common Ground hereby agrees that the irrigation ditch and a collection barrel will remain in the Easement Area and will be accessible to Clements. The exercise of the easement rights by the Clements, their agents, successors or assigs, will be done so in a manner that minimizes the disturbance and reasonable use and enjoyment of the Common Ground Parcel.

3. Common Ground shall assume and pay all expenses for improvements, repair and maintenance of any and all irrigation lines, pumps or equipment, other than costs specifically for repair and maintenance of either the irrigation ditch or the collection barrel, which serve the Common Ground Parcel.

Clements shall assume and pay all expenses for improvements, repair and maintenance of any and all irrigation lines, pumps or equipment, other than costs specifically for repair and maintenance of either the irrigation ditch or the collection barrel, which serves the Clements Parcel. If and when the Clements improve or conduct any repair or maintenance within the Easement Area, at their sole cost, the Clements shall return the Easement Area to a condition reasonably equivalent to the condition it was in before the Clements made the improvements or conducted the repair or maintenance.

All costs for repair, maintenance or improvements mandated by federal, state or local agencies, specifically for the Irrigation System (the ditch and the collection barrel), will be shared equally - 50% by Common Ground and 50% by the Clements. Notwithstanding the foregoing, Common Ground shall assume and pay expenses for any improvements, repair and maintenance of the Irrigation System, if the improvement, repair or maintenance is necessary due to activities which occur on the Common Ground Parcel, through no fault of and without benefit to the Clements. Conversely, the Clements shall assume and pay expenses for any improvements, repair and maintenance of the Irrigation System which may be necessary due to activities of the Clements and through no fault of and without benefit to Common Ground.

4. Either party may initiate improvements, maintenance or repair of the Irrigation System. Any shared expenses must be agreed upon and approved by both parties. The costs of any materials or hired services will be documented with invoices or receipts and provided to the other party. Each party commits to providing copies of any maintenance or repair bill to the other and will include a calculation of the amount due from the other party for its share of the cost or a payment. No charges may be made for a party's own labor but a reasonable charge may be made for the use of equipment owned by a party.

5. Common Ground will be responsible for maintaining records and any financial books necessary for the operation and management of the Irrigation System.

6. The parties may, by agreement, establish a reserve fund to provide funds for unusual maintenance or other needs, including collection barrel repair or replacement.

7. This Agreement is binding upon the heirs, successors and assigns of the parties and shall run with the lands benefitted and burdened hereby.

8. Notices under this Agreement will be in writing and effective upon personal delivery, or if mailed, two (2) days after mailing to the parties at the following addresses, which may be changed by written notice to the other party:

Common Ground Collective, LLC
Attn: Ryan Crist
1111 Hemlock Rd.,
Carson, WA 98610-3235

Clement Family Trust
Attn: Michael & Nancy Clement
1051 Multnomah Rd.
Hood River, OR 97031

Dated on the year and date set forth above.

COMMON GROUND:

Common Ground Collective, LLC

 Bryn K. Darmody, Member

 Ryan Crist, Member

 Anders Hatlestad

1/25/2025

STATE OF Washington)
COUNTY OF Kirkland) ss.
)

1/25/2025

This record was acknowledged before me on November 25, 2025 by Bryn K. Darmody, Ryan Crist and Anders Hatlestad as members of Common Ground Collective, LLC. 

NOTARY PUBLIC
STATE OF WASHINGTON
SHENNA S HANKIN
MY COMMISSION EXPIRES
NOVEMBER 21, 2028
COMMISSION # 162825

Notary Public
Print Name: Sherri Hankin
My Commission Expires: 11/21/2028

[Signatures continued on next page]

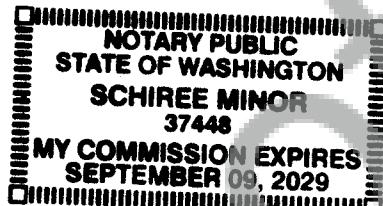
CLEMENTS:

F. Michael Clement, Trustee
F. Michael Clement, Trustee
Of The Clement Family Trust
dated September 29, 2017

Nancy C. Clement, Trustee
Nancy C. Clement, Trustee
Of The Clement Family Trust
dated September 29, 2017

STATE OF Washington)
COUNTY OF Klickitat) ss.

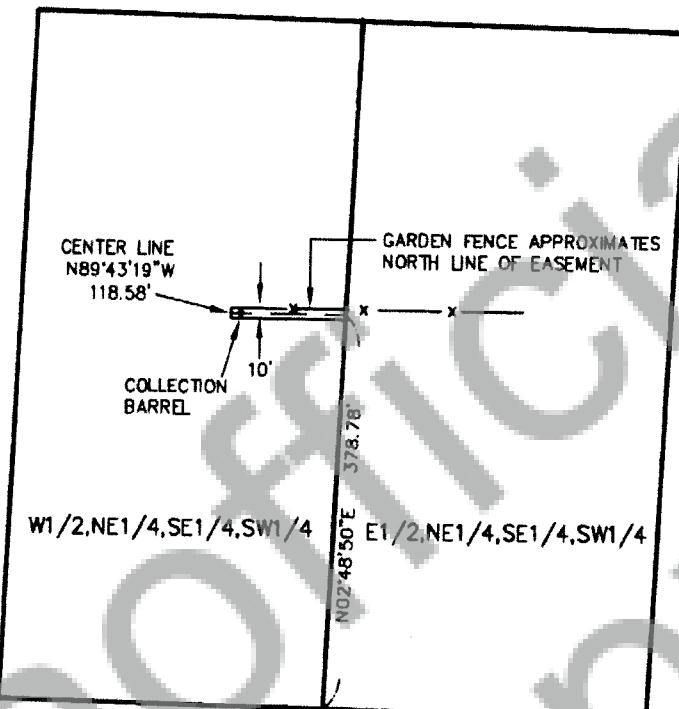
This record was acknowledged before me on November ____, 2025 by F. Michael Clement and Nancy C. Clement, as Trustees of The Clement Family Trust dated September 29, 2017.



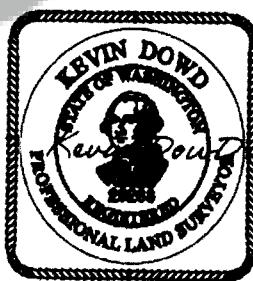
Schiree Minor
Notary Public
Print Name: Schiree Minor
My Commission Expires: 9-9-27

EXHIBIT TO
SHARED IRRIGATION SYSTEM EASEMENT
& MAINTENANCE AGREEMENT

COOK-UNDERWOOD ROAD



SURVEY REFERENCE: AFN 2025-001300



OCTOBER 31, 2025

EXHIBIT
10 FOOT WIDE EASEMENT
FOR IRRIGATION PURPOSES
LOCATED IN THE SW 1/4 OF SECTION 11
T3 NORTH, RANGE 9 EAST. W.M.
SKAMANIA COUNTY, WASHINGTON