



FILE# 7702879  
 YAKIMA COUNTY, WA  
 08/31/2010 02:41:30PM  
 EASEMENT  
 PAGES: 4  
 VALUED CUSTOMER  
 KELLY STROTHER  
 Recording Fee: 65.00

**NOT SUBJECT TO  
 REAL ESTATE EXCISE TAX**

\$ 3110 *Christie Cook*

**DEPUTY TREASURER**  
 After recording, return to (Name, Address, Zip):

Strother Orchards, Inc.  
 5461 Yakima Valley Highway  
 Wapato, Washington 98951

**EASEMENT**  
 Grantor(s): Marvin Estes  
 Grantee(s): Strother Orchards, Inc.  
 Abbreviated Legal Description: Part of S1/2 S1/2, Sec. 34, T. 12N., R. 20E., W.M.  
 Assessor's Property Tax Parcel or Account No: 201234-33003  
 Reference No(s) of Documents Assigned or Released: EASEMENT

**CORRECTION DEED**

**This deed corrects that certain easement deed filed under Auditor's File no. 7697777.**

**Marvin Estes**

....., Grantor of this Easement, is the owner of the real property intended to be burdened by this Easement and located in Yakima County Washington, which real property (the "Servient Estate") is legally described as:  
 The South Half of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 34, Township 12 North, Range 20 East, W.M.  
 EXCEPT right of way for Roza Main Canal, Parcel No. 201234-33003

Strother Orchards, Inc., Grantee of this Easement, is the owner of the real property intended to be benefited by this Easement and located in Yakima County Washington, which real property (the "Dominant Estate") is legally described as:  
 That part of the West Half of the Northeast Quarter of Section 3, Township 11 North, Range 20 East, W.M., lying easterly of the right of way of the Roza Main Canal. Parcel No. 201103-12001

For a valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee, and Grantee's successors and assigns as well as lessees and other invitees, a perpetual easement for (check all that apply):  ingress and egress;  utilities;  other (describe) .....  
 .....; across, over and upon that portion of the Servient Estate legally described as:  
 A 30 foot easement located in the South Half of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 34, Township 12 North, Range 20 East, W.M., more particularly described in Exhibit A and depicted on Exhibit B attached.  
 This grant of easement is subject to existing rights of way on, over and across the land described herein as of the date of this contract and is subject to obtaining a consent to use from the United States Bureau of Reclamation to use the Roza Canal Project Facilities Road.

The use of the Easement shall be  exclusive to Grantee, Grantee's successors in interest and assigns, and lessees and invitees  nonexclusive, and the Easement will also be used by Grantor and/or others (indicate which). Grantor shall make no use of the land occupied by this Easement that would unreasonably interfere with Grantee's use thereof for the purposes described above. If Grantee must construct improvements on the Easement to allow for

(OVER)

use and enjoyment for the purposes described above, Grantee shall return any portion of the Servant Estate that is damaged during construction to substantially the same condition it was in prior to the damage. Grantee agrees to save and hold Grantor harmless from any and all claims of third parties arising from Grantee's use of the rights herein granted.

Maintenance and repair of any improvements constructed on the Easement to allow the use and enjoyment thereof for the purposes described above shall be the responsibility of  Grantee  Grantor  shared equally by Grantor and Grantee  other (describe) \_\_\_\_\_ (indicate which).

Maintenance shall consist of Road Maintenance

If either Grantor or Grantee causes any damage to the Easement because of negligence or abnormal use, that party agrees to repair the damage at that party's sole expense.

The covenants herein contained shall run with the land and are binding upon all subsequent owners thereof. In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, Grantor and Grantee have executed this instrument.

DATED 8-30-10 Kelly Strother

GRANTOR

Kelly Strother

STATE OF WASHINGTON, County of Yakima ss.

I certify that I know or have satisfactory evidence that Kelly Strother is/are the individual(s) who appeared before me, and who acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Jennifer R Beauchene  
Notary Public for Washington  
My appointment expires 8/9/13

DATED 8-30-10 Marvin L Estes

GRANTOR

Marvin L Estes



STATE OF WASHINGTON, County of Yakima ss.

I certify that I know or have satisfactory evidence that Marvin Estes is/are the individual(s) who appeared before me, and who acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Jennifer R Beauchene  
Notary Public for Washington  
My appointment expires 8/9/13

PUBLISHER'S NOTE: neither party is a corporation, complete and attach Form No. 68, Corporate Acknowledgment.

**Exhibit A**  
Easement from Marvin Estes to Strother Orchards, Inc.

A 30 foot strip of land running approximately 3,799 feet along the north bank of the Roza Main Canal commonly referred to as the Project facilities road, lying within a portion of the United States easement referred to as the Roza Canal Right Of Way, as described in the Supplemental Contract, Revised Exhibit A recorded on March 27, 1943, Page 598 Volume 360, Book of Deeds by the Yakima County Auditor, and referenced in Yakima County Auditor's Record #'s 1506448, recorded November 10, 1953, and 2291193 Recorded August 3, 1972, and the bridge crossing said canal as referenced in the license agreement made between the United States and Marvin L Estes, executed on January 15, 1974, all located in Assessors Tax Parcel # 20123433003 in the South half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$ ) and the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section Thirty-four (34), Township Twelve (12) North, Range Twenty (20) East, Willamette Meridian, Yakima County, Washington consisting of approximately 2.66 acres..

# EXHIBIT B

## Easement from Marvin Estes to Strother Orchards, Inc.

