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WENATCHEE, WASHINGTON

EASEMENT

**264067** THE GRANTOR, WENATCHEE-BEEBE ORCHARD COMPANY, a

1 Delaware Corporation, for and in consideration of an exchange  
2 of property and other good and valuable consideration, in hand  
3 paid, does hereby grant to CHARLES AUSTIN LEYDA and HAZEL MAY  
4 LEYDA, husband and wife, a perpetual twelve foot (12') easement  
5 for the installation, maintenance and operation of a pipeline or  
6 pipelines and a pumping station for irrigation and domestic water,  
7 together with the right of access thereto for repair and  
8 maintenance of said irrigation line or lines and pumping station  
9 over, across and/or under the following described property,  
10 situated in Douglas County, State of Washington:

13 GOVERNMENT LOT 6 AND THE SOUTHWEST QUARTER OF  
14 THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP  
15 27 NORTH, RANGE 23 E.W.M., THE CENTERLINE OF  
16 SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED  
17 AS FOLLOWS:

18 BEGINNING AT A POINT ON THE SOUTH LINE OF  
19 SECTION 10, TOWNSHIP 27 NORTH, RANGE 23  
20 E.W.M., SOUTH 89°45'23" EAST 891.39 FEET  
21 FROM THE SOUTHWEST CORNER OF SAID SECTION  
22 10; THENCE NORTH 29°08'53" EAST 304.67'  
23 THENCE NORTH 09°41'40" EAST 281.53 FEET;  
24 THENCE NORTH 25°31'48" EAST 1560.13 FEET  
25 TO THE BANK OF THE COLUMBIA RIVER AND THE  
26 TERMINOUS OF THIS LINE.

27 SUBJECT to the following:

28 1. The cost of any relocation of the drain field  
29 necessitated by development of the land by Grantor in accordance  
30 with all State and local statutes shall be borne by the Grantee.

31 2. That the Grantor shall grant the Grantee a right  
of access for such relocation.

3. That the Grantee shall have the duty of maintaining  
and repairing said pipeline and ditch so as to prevent damage  
to Grantor's property and upon completion of construction will  
restore said property as near as possible to its original con-  
dition.

BOOK 297 p. 228

Easement

JEFFERS, DANIELSON & FOREMAN, P.S.  
ATTORNEYS AT LAW  
317 No. Mission, P.O. Box 1688  
Telephone (509) 662-3685  
Wenatchee, Washington 98801



Return Address:

Donald L. Dimmitt  
Jeffers, Danielson, Sonn & Aylward, P.S.  
Attorneys at Law  
P.O. Box 1688  
Wenatchee, WA 98807-1688

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**AMENDMENT TO EASEMENTS  
FOR IRRIGATION AND DOMESTIC WATER**

**Grantors:** L. H. Piro-Beebe, LLC, a Washington limited liability company, Petersen and Hildahl, L.L.C., a Washington limited liability company; David Zuluaga and Nancy A. Zuluaga, or survivors, Trustees of the Zuluaga Charitable Unitrust, dated October 31<sup>st</sup>, 2001 and Corral Creek, LLC, a Washington limited liability company

**Grantees:** Robison Orchards, Inc., a Washington corporation, and Robison Brothers, LLC, a Washington limited liability company

**Legal Description (abbreviated): Burdened Property:** Ptn. Gov. Lot 6 and SW¼ SW¼ of Sec. 10, T. 27 N., R. 23, E.W.M., Douglas County, Washington.

**Benefited Property:** Ptn. W½ Sec. 15; ptn. Sec. 16, T. 27 N. R. 23, and ptn. of W½ SW¼, Sec. 15, T. 27 N., R. 23, all E.W.M., Douglas County, Washington Additional legal on pages 2-5.

**Assessor's Tax Parcel ID#: Burdened Property:** 272-310-300-03, 272-310-300-07, 272-310-300-05, 272-310-300-09, 272-310-300-08, 272-310-300-06

**Benefited Property:** 272-315-100-05, 272-316-100-02 and 27231530008

**Reference No. of easements amended:** 210042 and 264067

**I. Parties**

1.1 **Grantors.** L. H. PIRO-BEEBE, LLC, a Washington limited liability company, PETERSEN AND HILDAHL, L.L.C., a Washington limited liability company; DAVID ZULUAGA and NANCY A. ZULUAGA, or survivors, Trustees of the Zuluaga Charitable Unitrust, dated October 31<sup>st</sup>, 2001 and CORRAL CREEK, LLC, a Washington limited liability company, are owners of the Burdened property described in paragraph 4.2 below.

1.2 **Grantee.** ROBISON ORCHARDS, INC., a Washington corporation, owners of benefitted property described in paragraph 4.1 as Parcels A and B, and ROBISON BROTHERS,

AMENDMENT TO EASEMENTS FOR  
IRRIGATION AND DOMESTIC WATER

Page 1  
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Jeffers, Danielson, Sonn & Aylward, P.S.  
Attorneys at Law  
2600 Chester Kimm Road / P.O. Box 1688  
Wenatchee, WA 98807-1688  
(509) 662-3685 / (509) 662-2452 FAX

1 LLC, a Washington limited liability company, is the owner of the Benefited property described in  
2 paragraph 4.1 as Parcel C.

3 **II. Prior Documents**

4 2.1 **Easement.** That Easement recorded under Douglas County Auditor's No. 264067,  
5 dated January 5, 1981 and recorded October 11, 1990, in which Wenatchee-Beebe Orchard  
6 Company, a Delaware corporation, is Grantor, and Charles Austin Leyda and Hazel May Leyda,  
7 husband and wife, are Grantees.

8 2.2 **Easement.** That Easement recorded under Douglas County Auditor's No. 210042,  
9 dated March 13, 1981 and recorded March 27, 1981, in which Wenatchee-Beebe Orchard  
10 Company, a Delaware corporation, is Grantor, and Charles Austin Leyda and Hazel May Leyda,  
11 husband and wife, are Grantees.

12 **III. Amendment Agreement**

13 3.1 **Amendment Agreement.** The parties agree to amend the legal description of the  
14 location of those existing Easements identified in Paragraph 2.1 and 2.2 above to be as follows:

15 All distances and areas shown on the following described parcel of land  
16 are grid values per NAD 83/1991 adjustment, Washington State  
17 Coordinate System, North Zone. To obtain ground distances and areas  
multiply by a factor of 1.000081225.

18 An easement twelve feet (12') in width being six feet (6') each side of the  
19 following described line over, under and across the following described  
property:

20 Government Lot 6 and the Southwest quarter of the Southwest quarter of  
21 Section 10, Township 27 North, Range 23 East Willamette Meridian, the  
22 centerline of said easement being more particularly described as follows:  
23 Beginning at a point on the South line of Section 10, Township 27 North,  
24 Range 23 E.W.M., being North 89° 34' 23" East 903.35 feet from the  
25 Southwest corner of said Section 10, a 4" brass cap in a concrete  
26 cylinder; thence along the centerline of an existing pipeline the following  
courses and distances:

North 29° 19' 33" East a distance of 257.77 feet; thence North 20° 56'  
08" East a distance of 234.88 feet; thence North 22° 15' 37" East a  
distance of 426.93 feet; thence North 22° 52' 49" East a distance of  
283.93 feet; thence North 21° 53' 21" East a distance of 165.10 feet;  
thence North 19° 58' 09" East a distance of 37.12 feet; thence North 21°

1 57' 26" East a distance of 60.30 feet; thence North 34° 59' 46" East a  
2 distance of 45.00 feet; thence North 25° 06' 42" East a distance of  
3 260.00 feet; thence North 19° 53' 18" West a distance of 30.41 feet;  
4 thence North 22° 38' 42" East a distance of 94.22 feet; thence North 20°  
5 21' 25" East a distance of 113.50 feet; thence North 22° 09' 41" East a  
6 distance of 93.66 feet; thence North 37° 07' 14" East a distance of 82.32  
7 feet to an existing pump station; thence continuing Northeasterly along  
8 said existing pipeline to the bank of the Columbia River and the terminus  
9 of this centerline. The above described strip of land shall be extended or  
10 trimmed to terminate on the South line of said Section 10 and the bank of  
11 the Columbia River, respectively.

12  
13 3.2 Relocation of Pipeline, Etc. The parties acknowledge that Grantors intend to  
14 move the Grantees' existing water pipeline, pump and power line. Grantors shall select  
15 contractors to perform such work subject to the prior approval of Grantees, which shall not be  
16 unreasonably withheld. All costs for such work and materials shall be born by Grantors. A new  
17 irrigation line shall be installed in a good and workman-like manner, and shall be of equal or  
18 better quality than the original irrigation line. Grantor's shall have the right to construct a fence,  
19 screen or pump house over the existing centrifugal pump, designed to quiet the pump to the  
20 surrounding exterior area and meet Grantee's requirements for providing adequate cooling, and  
21 access for necessary maintenance and repair. All work performed by Grantors or its contractors  
22 or agents shall comply with all applicable federal, state and local laws and regulations and shall  
23 be performed in such a manner to minimize any disruption in the operation of the Grantees'  
24 orchards. Grantors' replacement of Grantees' pump shall be done between October 15 and  
25 March 15 to avoid any interruption of the Grantees' irrigation schedule.

26 3.3 Use of Pipeline. To the knowledge of Grantors and Grantees, no person has  
ever used the pipeline or the easement other than the Grantees' use of the pipeline and  
easement for the benefit of Grantees' orchards.

#### IV. Properties

4.1 Benefited Property. This easement benefits the following described real property  
situated in the County of Douglas, State of Washington:

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Parcel A: Tax Parcel No. 272-315-100-05

A parcel of land lying within the West half of Section 15, Township 27 North, Range 23, E.W.M., Douglas County, Washington, and being more particularly described as follows:

Beginning at the Northwest corner of said Section 15, a found 3½" brass cap, from which the North quarter corner of said Section 15, a found stone, bears North 90°00'00" East, a distance of 2687.23 feet; thence South 00°21'58" East, a distance of 2707.75 feet, along the West line of said section to a point on the northerly right of way line of McNeil Canyon Road, as measured 30.00 feet from the existing centerline; thence North 83°16'55" East, a distance of 63.29 feet, along said northerly right of way line to the beginning of a curve concave to the Northeast having a radius of 1219.61 feet; thence northeasterly 147.48 feet along said curve through a central angle of 06°55'42"; thence leaving said northerly right of way line North 09°51'12" West, a distance of 223.59 feet; thence North 43°55'45" East, a distance of 369.83 feet; thence North 25°31'03" East, a distance of 288.37 feet; thence North 32°07'25" East, a distance of 176.49 feet; thence North 36°02'23" East, a distance of 490.99 feet; thence North 10°13'00" East, a distance of 405.65 feet; thence North 20°08'53" West, a distance of 141.77 feet; thence North 12°56'10" West, a distance of 316.45 feet; thence North 16°27'51" West, a distance of 47.78 feet; thence North 05°15'49" West, a distance of 123.83 feet; thence North 08°03'28" East, a distance of 374.71 feet, to a point on the North line of said Section 15; thence South 90°00'00" West, a distance of 930.39 feet along said North line to the Point of Beginning.

Parcel B: Tax Parcel No. 272-316-100-02

A parcel of land lying in Section 16, Township 27 North, Range 23, E.W.M., Douglas County, Washington, particularly bounded and described as follows:

Beginning at a stone at the quarter corner Sections 15 and 16, said township and range, and running thence North along the section line a distance of 1356.75 feet; thence South 86°33' West, 193 feet; thence South 48°38' West 202 feet; thence South 16°52' West, 545 feet; thence North 76°45' West 130 feet; thence South 26°38' West 380 feet; thence South 47°58' East 60 feet; thence South 85°53' East 315 feet; thence South 18°07' East 455 feet; thence North 83°08' East 301.5 feet to a point on the line between said Sections 15 and 16; thence North along said section line a distance of 80 feet to the Place of Beginning.

EXCEPT that portion formerly deeded to Douglas County, Washington, for construction of county road.

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Parcel C: Tax Parcel No. 272-315-300-08

A portion of the West half of the Southwest quarter of Section 15, Township 27 North, Range 23, E.W.M., Douglas County, Washington, described as follows:

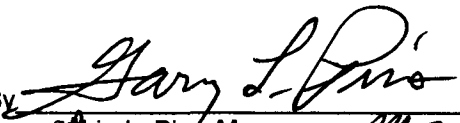

Commencing at the Southwest corner of said Section 15 and running thence North 00°21'58" West along the West boundary thereof for a distance of 781.27 feet to the True Point of Beginning; thence South 86°42'36" East for a distance of 117.31 feet; thence North 32°27'03" East for a distance of 421.70 feet; thence running North 45°47'08" East for a distance of 721.96 feet; thence running North 76°42'06" East for a distance of 248.16 feet; thence North 16°11'35" East for a distance of 196.94 feet; thence running westerly along the South boundary of the parcel described by Deed in Volume 13, Book 221, of Douglas County, Washington, to Northwest corner of the parcel and the West line of Section 15; thence South 00°21'58" East for a distance of 1255.00 feet along said section line to the True Point of Beginning.

4.2 Burdened Property. This easement burdens the following described real property situated in the County of Douglas, State of Washington:

Government Lot 6 and the Southwest quarter of the Southwest quarter of Section 10, Township 27 North, Range 23, E.W.M., the centerline of said easement being more particularly described as follows:  
Beginning at a point on the South line of Section 10, Township 27 North, Range 23, E.W.M., South 89°45'23" East 891.39 feet from the Southwest corner of said Section 10; thence North 29°08'53" East 304.67 feet; thence North 09°41'40" East 281.53 feet; thence North 25°31'48" East 1560.13 feet to the bank of the Columbia River and the terminus of this line.

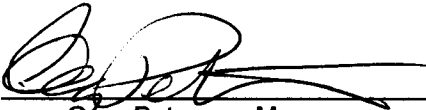
"GRANTOR"

L. H. PIRO-BEEBE, LLC  
A Washington Limited Liability Company

By   
  
Linda Piro, Manager

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PETERSEN AND HILDAHL, L.L.C.  
A Washington Limited Liability Company

By   
Greg Petersen, Manager


By   
Gene Hildahl, Manager

Date: 2/6/09


CORRAL CREEK, LLC  
A Washington Limited Liability Company

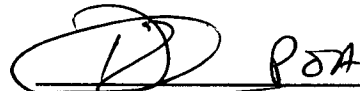
By   
David Zuluaga, Member

By   
Gary Piro, Member

By   
Greg Petersen, Member

Date: 2/6/09

  
DAVID ZULUAGA, Trustee of the Zuluaga  
Charitable Unitrust, dated 10/31/2001

  
NANCY A. ZULUAGA, Trustee of the  
Zuluaga Charitable Unitrust, dated 10/31/2001

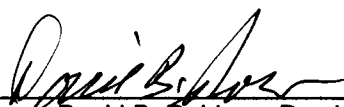
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"GRANTEE"

ROBISON ORCHARDS, INC.  
A Washington Corporation

By   
David B. Robison, President

Date: 3/13/09

ROBISON BROTHERS, LLC  
A Washington Limited Liability Company

By   
David B. Robison, Managing Member

Date: 3/13/09

APPROVAL BY CONTRACT SELLER:

UPPER COLUMBIA CORPORATION OF SEVENTH-DAY ADVENTISTS  
A Washington Corporation, Trustee of Revocable Trust #52954

By \_\_\_\_\_

Name/Title \_\_\_\_\_

Date: \_\_\_\_\_

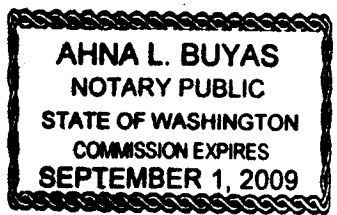
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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Chelan )

*Gary L. Piro*

I certify that I know or have satisfactory evidence that ~~LINDA PIRO~~ <sup>*L.H. Piro*</sup> is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that ~~she~~ <sup>*she*</sup> was authorized to execute the instrument and acknowledged it as the Manager of L. H. PIRO-BEEBE, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 6<sup>th</sup> day of February, 2009.

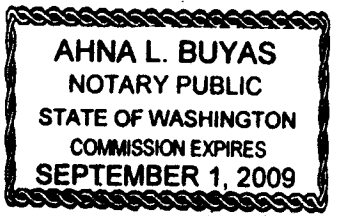


*Ahmad Buyas*  
Typed/Printed Name Ahna L. Buyas  
NOTARY PUBLIC  
In and for the State of Washington  
My appointment expires 9-1-2009

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Chelan )

I certify that I know or have satisfactory evidence that GREG PETERSEN is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Manager of PETERSEN AND HILDAHL, L.L.C., a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 6<sup>th</sup> day of February, 2009.



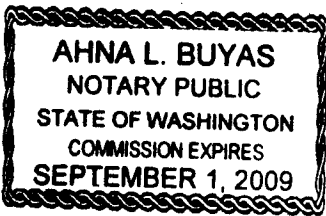
*Ahmad Buyas*  
Typed/Printed Name Ahna L. Buyas  
NOTARY PUBLIC  
In and for the State of Washington  
My appointment expires 9-1-2009

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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Chelan )

I certify that I know or have satisfactory evidence that GENE HILDAHL is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Manager of PETERSEN AND HILDAHL, L.L.C., a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 6<sup>m</sup> day of February, 2009.

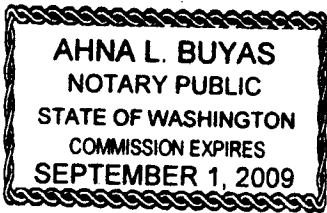


Ahna L. Buyas  
Typed/Printed Name Ahna L. Buyas  
NOTARY PUBLIC  
In and for the State of Washington  
My appointment expires 9-1-2009

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Chelan )

I certify that I know or have satisfactory evidence that DAVID ZULUAGA is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Member of CORRAL CREEK, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 6<sup>m</sup> day of February, 2009.



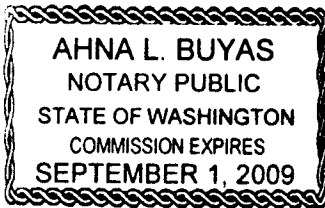
Ahna L. Buyas  
Typed/Printed Name Ahna L. Buyas  
NOTARY PUBLIC  
In and for the State of Washington  
My appointment expires 9-1-2009

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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Chelan )

I certify that I know or have satisfactory evidence that GARY PIRO is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Member of CORRAL CREEK, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 6<sup>th</sup> day of February, 2009.

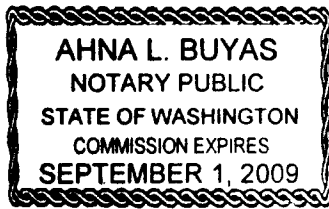


Ahna L. Buyas  
Typed/Printed Name Ahna L. Buyas  
NOTARY PUBLIC  
In and for the State of Washington  
My appointment expires 9-1-2009

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Chelan )

I certify that I know or have satisfactory evidence that GREG PETERSEN is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Member of CORRAL CREEK, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 6<sup>th</sup> day of February, 2009.



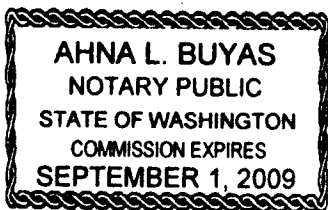
Ahna L. Buyas  
Typed/Printed Name Ahna L. Buyas  
NOTARY PUBLIC  
In and for the State of Washington  
My appointment expires 9-1-2009

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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Chelan )

I certify that I know or have satisfactory evidence that DAVID ZULUAGA is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Trustee of the Zuluaga Charitable Unitrust, dated October 31, 2001, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 6<sup>th</sup> day of February, 2009.

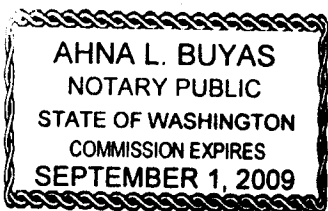


Ahna L. Buyas  
Typed/Printed Name Ahna L. Buyas  
NOTARY PUBLIC  
In and for the State of Washington  
My appointment expires 9-1-2009

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Chelan )

I certify that I know or have satisfactory evidence that NANCY A. ZULUAGA is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as a Trustee of the Zuluaga Charitable Unitrust, dated October 31, 2001, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 6<sup>th</sup> day of February, 2009.

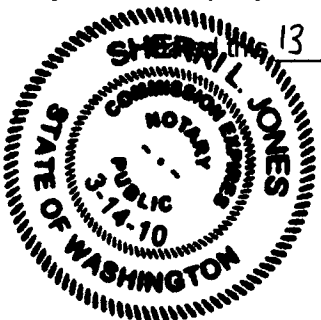


Ahna L. Buyas  
Typed/Printed Name Ahna L. Buyas  
NOTARY PUBLIC  
In and for the State of Washington  
My appointment expires 9-1-2009

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STATE OF WASHINGTON )  
COUNTY OF Chelan ) ss.

I certify that I know or have satisfactory evidence that DAVID B. ROBISON is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of ROBISON ORCHARDS, INC., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



on 13 day of March, 2009.

Sherril L. Jones  
Typed/Printed Name Sherril L. Jones  
NOTARY PUBLIC  
In and for the State of Washington  
My appointment expires 3-14-10

STATE OF WASHINGTON )  
COUNTY OF Chelan ) ss.

I certify that I know or have satisfactory evidence that DAVID B. ROBISON is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Managing Member of ROBISON BROTHERS, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 13 day of March, 2009.



Sherril L. Jones  
Typed/Printed Name Sherril L. Jones  
NOTARY PUBLIC  
In and for the State of Washington  
My appointment expires 3-14-10