

RESERVATION EASEMENT Language

3/18/2016

Re: TRACT 3 Along the Eastern, Western and
Southern Boundary
30ft. Roadway

Re: TRACT 3 Along the Eastern, Western and
Southern Boundary
Buried Pipeline

RESERVING UNTO GRANTOR ("FODE") a non-exclusive perpetual easement and right of way to construct, improve, repair and maintain a roadway 30ft. in width along the Eastern, Western and Southern boundary of Tract 3 described as follows

Tract 3 Property:

The most Westerly 200 acres of the following described land lying in Section 1, Township 19 North, Range 29 E.W.M., except that portion of the North Half of Section 1 lying Northerly of the following described line:

Beginning at a point on the East line of said Section 1, a distance of 800 feet South of the East Quarter corner; thence Northwesterly on a straight line to a point on the West line of said Section 1, a distance of 400 feet North of the West Quarter corner and the terminus of said line.

AND EXCEPTING further that portion of the South Half of Section 1, lying

Northerly of the following described line:

Beginning at a point on the East line of said Section 1, a distance of 800 feet South of the East Quarter corner; thence Northwesterly on a straight line to a point on the West line of said Section 1, a distance of 400 feet North of the West Quarter corner and the terminus of said line.

FURTHER, RESERVING UNTO GRANTOR ("FODE") a perpetual easement on the real estate hereinafter described to construct, maintain and repair buried underground pipeline for the purpose of conveying water under and through the lands herein described together with the right to excavate and refill ditches and trenches for the location of such pipeline and the further right to remove undergrowth and other obstructions interfering with the location construction and maintenance of said pipeline, TOGETHER WITH rights of ingress and egress to construct, repair and maintain the pipeline and access the benefited property.

GRANTOR ("FODE") shall at his cost and expense repair and maintain in proper and substantial and workmanlike manner the buried pipeline. GRANTOR ("FODE"), his heirs or assigns, will pay for any damages done to the crops of the owner of Tract 3 or any tenant or licensee of the owner of Tract 3 during the construction, installation, maintenance or repair of the buried pipeline and will restore the surface of the ground in a good as condition when entered upon by GRANTOR ("FODE"). The owner of Tract 3 shall have the right to use the surface or subsoil for any purpose not incompatible with the installation and existence of the buried pipeline.

These Easements are for the benefit of and appurtenant to any land owned and/or leased by GRANTOR ("FODE") and/or FODE LAND COMPANY, LLC and/or their assigns or successors in interest located in Sections 1, 2 or 3, Township 19 North, Range 29 E.W.M., records of Grant County, Washington.