

Moses Lake, Washington - Grant County

# LAND AUCTION

1025±  
Acres

Offered in 4 Tracts

## INFORMATION BOOKLET

*775± Irrigated Acres with Deep Loamy Soils*

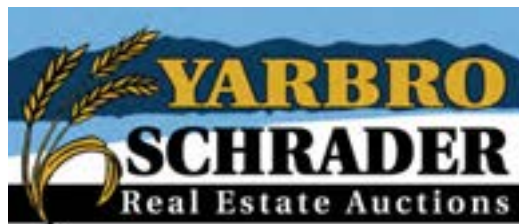
**Thursday, March 24 • 2pm**  
*at the Grant Co. Fairgrounds 4-H Building - Moses Lake, WA*



509.765.6869  
yarbro.com

## DISCLAIMER

All information contained is believed to be accurate and from accurate resources. However, buyers are encouraged to do their own due diligence. Chuck Yarbro Auctioneers assume no liability for the information provided.



Chuck Yarbro Auctioneers  
213 S. Beech Street | P.O. Box 1098  
Moses Lake, WA 98837

Office: 509.765.6869 | Fax: 509.765.1531  
**509.765.6869 • yarbro.com**

# LAND AUCTION 1025± Acres

Offered in 4 Tracts

## Thursday, March 24 • 2pm

Held at the Grant County Fairgrounds 4-H Building - Moses Lake, WA



### TABLE OF CONTENTS

Property Maps ..... 4-9

Tract 1 ..... 10-29

    Maps ..... 10-12

    Water Information..... 13-20

    Preliminary Title..... 21-29

Tract 2 ..... 30-57

    Maps ..... 30-32

    Water Information..... 33-50

    Preliminary Title..... 51-57

Tract 3 ..... 58-78

    Maps ..... 58-60

    Water Information..... 61-72

    Preliminary Title..... 73-78

Tract 4 ..... 79-102

    Maps ..... 79-81

    Water Information..... 82-88

    Preliminary Title..... 89-98

Potato Farming Lease..... 99-121

Well, Pump & Tower Information ..... 122

First Right of Refusal..... 123-126







## **TRACT DIRECTIONS:**

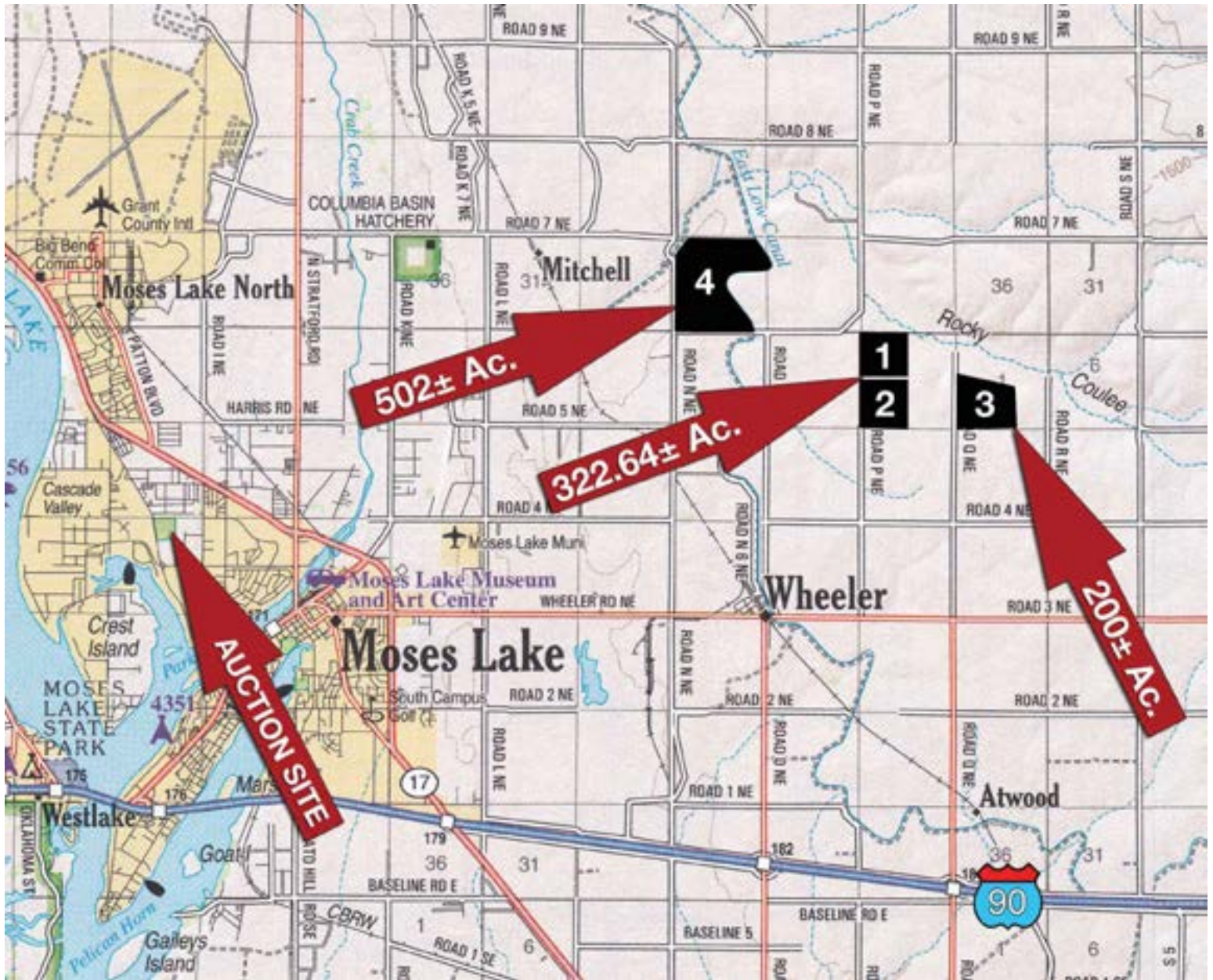
**Tract 1 Directions** - From the corner of Wheeler Road & O NE (East of Bridge & East Low Canal) drive North on Road O NE 3 miles to 6NE. Turn East & drive 1 mile to Tract 1. Veer right on gravel road. Watch for Auction Signs. To access Tract 1 from the corner of N NE & 6NE drive 2 miles & follow the directions from above.

**Tract 2 Directions** - From the Corner of Wheeler Road/3NE turn North on Road PNE & drive 2 miles to SW corner of Tract 2 which is the corner of PNE & 5NE. Please note-To access Tract 1, continue north on PNE. Watch for auction signs.

**Tract 3 Directions** - from Corner of Wheeler/3NE Road & Road QNE drive north 2 miles to SW corner of Tract 4. Watch for Auction Signs-Please note to access Tract 6 drive West on 5NE 1 Mile to Southwest Corner of Tract 2.

**Tract 4 Directions** - Corner of Wheeler Road & N NE Drive North 3 miles Road 6NE. SW Corner of Tract 3 is located on the corner of N NE & 6NE. To access Tract 3 from Tract 1, drive 2 miles to Tract 3 on North side of road. Watch for Auction Signs





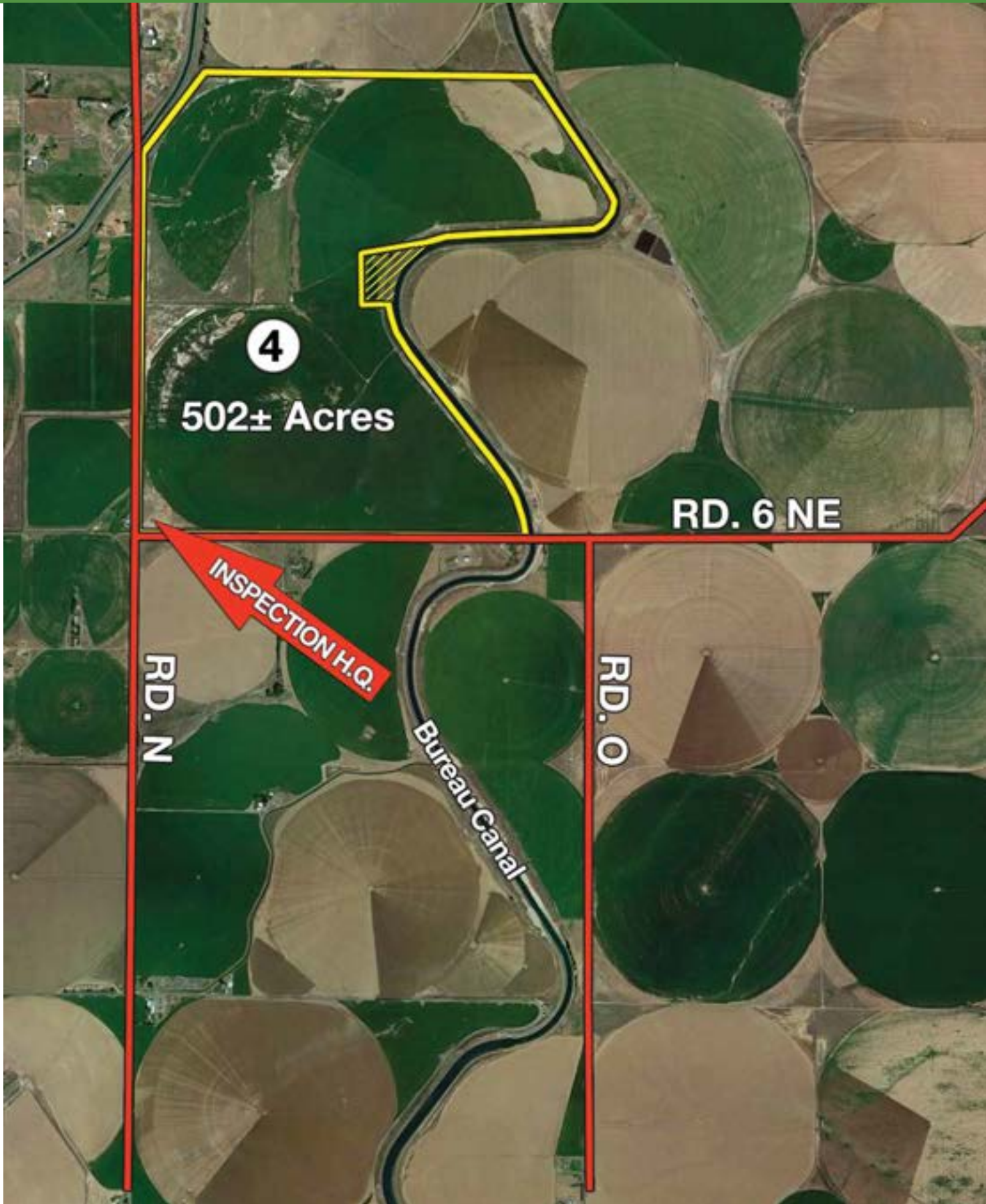
**AUCTION LOCATION: Grant Co. Fairgrounds 4-H Bldg.**

**From I-90 & WA-17N (Exit 179):** Drive north on WA-17N for 1.5 miles then veer right and continue on WA-17N for 6.3 more miles. Turn left onto Airway Drive (Conoco Fuel Station on corner). Travel 1.5 miles to the Grant County Fairgrounds. Watch for auction signs to the 4-H Building.

**Address:** 3953 Airway Dr NE, Moses Lake, WA 98837



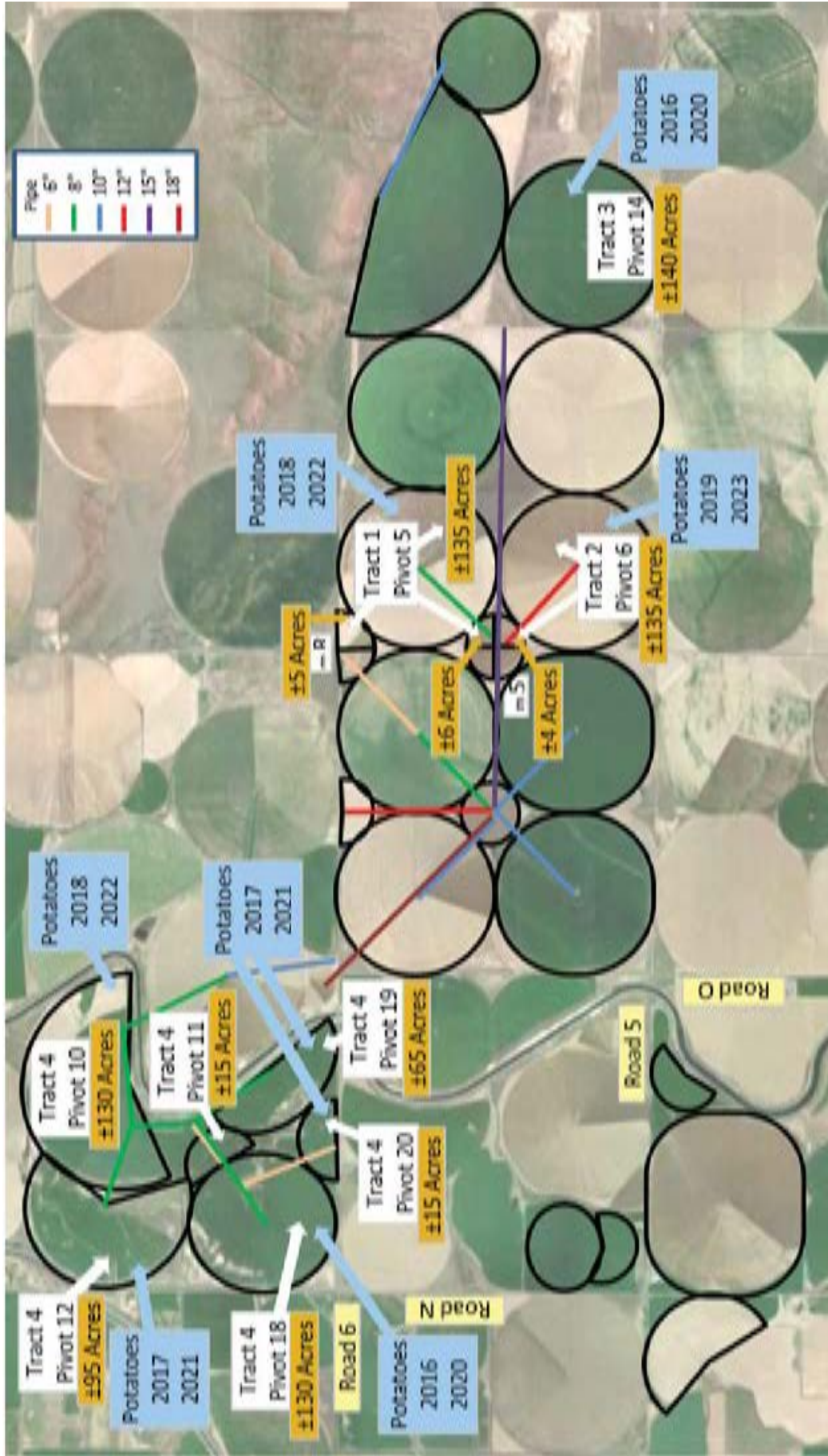
# AERIAL AUCTION TRACT MAP







# TRACT MAP WITH ACRES ROTATIONS



\*\*Estimated from third party maps and farm GPS.

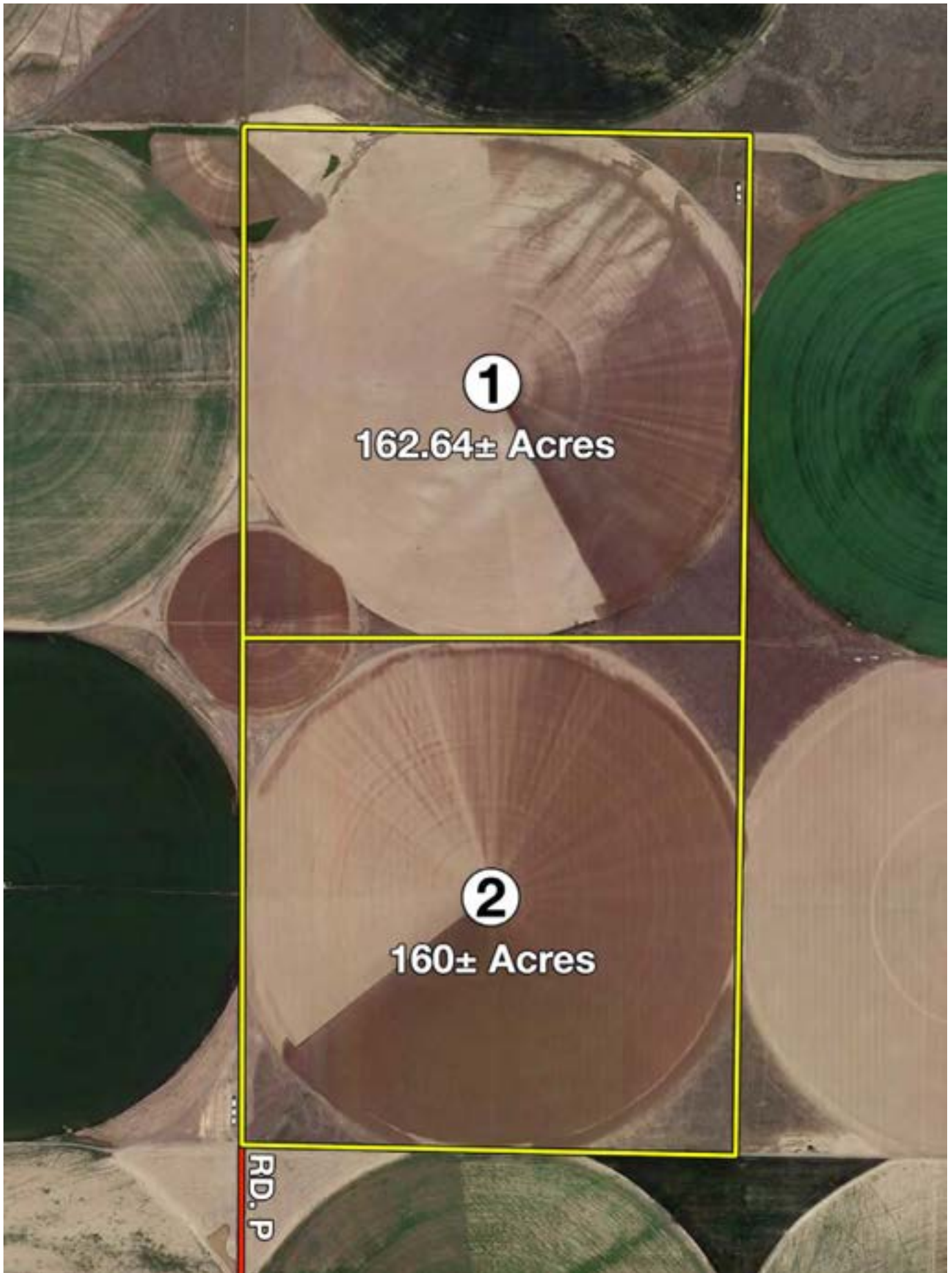
\*\*\*Acreage under circle - Some handline acreage around circles 5,11,12,19,20 and Mini R.



# WATER PIPELINE EASEMENTS

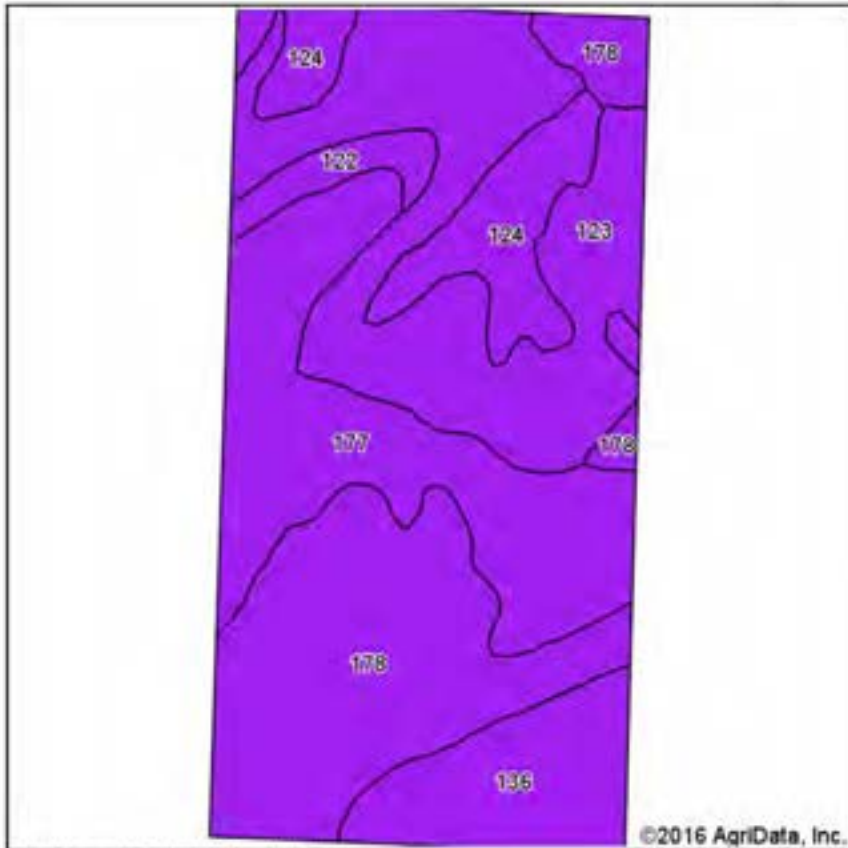


# TRACT 1 AERIAL MAP

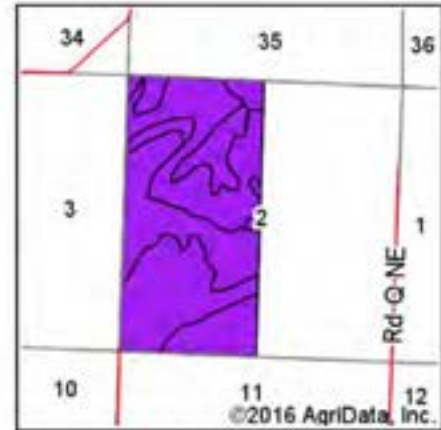




# TRACT 1 SOILS MAP



Soils data provided by USDA and NRCS.



State: **Washington**  
 County: **Grant**  
 Location: **2-19N-29E**  
 Township: **Wilson Creek**  
 Acres: **330.51**



Area Symbol: WA025, Soil Area Version: 9

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class °c	Irr Class °c	Alfalfa hay Irrigated	Dry peas Irrigated	Corn Irrigated	Pasture Irrigated	Dry peas Irrigated	Irish potatoes Irrigated	Winter wheat Irrigated	Winter wheat	Hops Irrigated	Distillate mint Irrigated	Grass legum-hay Irrigate
123	Sagehill very fine sandy loam, 5 to 10 percent slopes	92.89	28.1%		Vle	Ive	8	35	180	14	2200	500	140				
178	Warden silt loam, 2 to 5 percent slopes	69.92	27.2%		Vle	Ile	8	35	170		2300	25	130	15			
177	Warden silt loam, 0 to 2 percent slopes	74.93	22.7%		Vlc	Ilc	8	35	170		2300	28	130	15			
136	Shano silt loam, 0 to 2 percent slopes	32.13	9.7%		Vlc	Ilc	7		165	14		28	125	15	2400	110	
124	Sagehill very fine sandy loam, 10 to 15 percent slopes	30.29	9.2%		Vle	Ive	8	35	170	12	2200	500	130				
122	Sagehill very fine sandy loam, 2 to 5 percent slopes	10.45	3.2%		Vle	Ile	8	35	180	16	2400	540	140				
<b>Weighted Average</b>							<b>7.9</b>	<b>31.6</b>	<b>172.6</b>	<b>6.9</b>	<b>2042.3</b>	<b>219.3</b>	<b>132.6</b>	<b>8.9</b>	<b>233.3</b>	<b>10.7</b>	

Area Symbol: WA025, Soil Area Version: 9

\*c: Using Capabilities Class Dominant Condition Aggregation Method

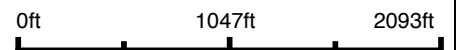
Soils data provided by USDA and NRCS.

# TRACT 1 FSA MAP

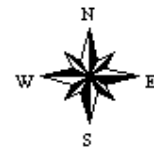


©2016 AgriData, Inc.

map center: 47° 9' 59.43, 119° 8' 40.08



**2-19N-29E**  
**Grant County**  
**Washington**



2/9/2016

Field borders provided by Farm Service Agency as of 5/21/2008.



# TRACT 1 WATER EASEMENT



1171034  
Page: 1 of 5  
06/14/2005 09:37A

Ron Fode  
4943 Rd N NE  
MOSES Lake WA 98837

No 1% Real Estate Sales Tax Due  
This instrument exempt per R.C.W. 82.45  
Darryl Pheasant, Treasurer Grant County

## ***WATER PIPELINE EASEMENT***

FILED FOR RECORD AT REQUEST OF:

\_\_\_\_\_  
\_\_\_\_\_  
Moses Lake, WA 98837

The Grantors, Fode Land Company, L.L.C. of Moses Lake, Washington, for and in consideration of Conveyance of Easement, convey and quit claim to the Grantees, RON FODE and ROBIN FODE, his wife, of Moses Lake, Washington, an appurtenant 15 foot WATER PIPELINE EASEMENT for the installation, operation, maintenance, repairing, and rebuilding of an underground irrigation mainline and pump station together with the necessary ingress and egress in the following described real estate situated in Grant County, Washington:

**THE SUBSERVIENT ESTATE:**

Section 3, Township 19 North, Range 29 E.W.M., Grant County, Washington, there of filed records of Grant County, Washington. See attached map. # 18-0149-000

and

**for the benefit of the BENEFICIARY ESTATE:**

Section 1 and 2, Township 19 North, Range 29 E.W.M., Grant County, Washington.

It is understood that the pipeline runs from the intersection of Roads "6" and "O" N.E. which is the Northwesterly corner of the Northwest quarter to the center of Section 3, Township 19 North, Range 29 E.W.M., Grant County, WA and then runs directly east from the center of said Section 3 Township 19 Range 29 until the pipeline adjoins the western border of Section 2 Township 19 Range 29 parcels #180143000, #180145000, #180144000

# TRACT 1 WATER EASEMENT

Said water pipeline easement is 15 feet wide, with a right to install, operate, repair, and maintain the water line together with access thereto.

These easements shall run with the land and shall be a covenant running with the land, perpetual in nature and effect.

DATED this 10<sup>th</sup> day of June, 2005

*Roy Fode*

ROY FODE Manager, Fode Land Company LLC; Grantor

*Patty Fode*

PATTY FODE Manager, Fode Land Company LLC; Grantor

CALIFORNIA  
STATE OF WASHINGTON )  
County of Grant SACRAMENTO ) ss.

On this day personally appeared before me Roy and Patty G. Fode of Fode Land Company, L.L.C. known to me to be the individuals described herein, who executed this instrument hereto and foregoing, and acknowledged that they signed the same of their free and voluntary will and deed for the uses and purposes herin mentioned.

Given under my hand and official seal this 10TH day of JUNE, 2005.



*Robert J. Guthertz*  
Notary Public for Washington CA  
residing at 1209 EL TERO WAY, SACRAMENTO, CA  
My commission expires: \_\_\_\_\_

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Page: 2 of 5  
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TERI HERR EASE 23.00 Grant Co Aud

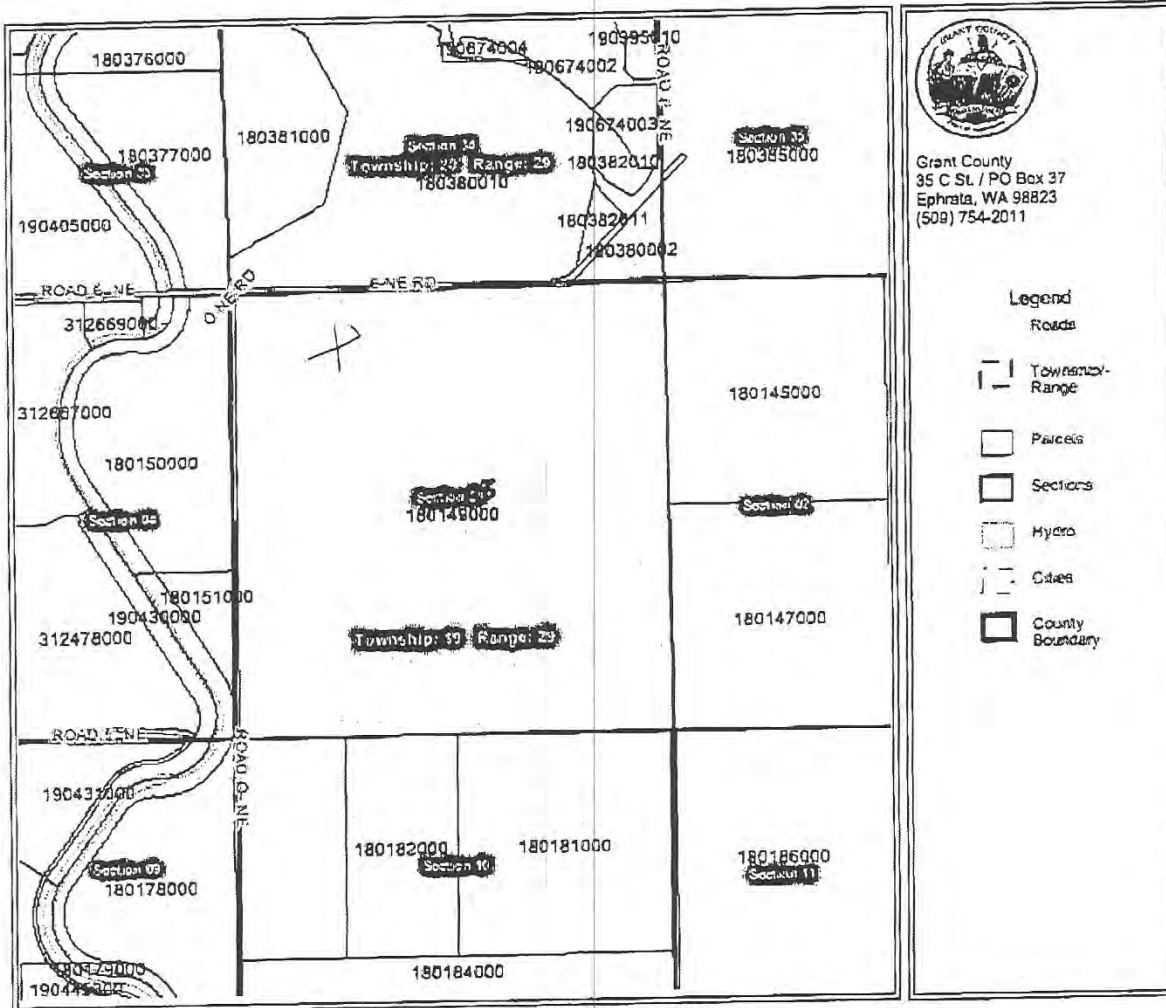



# TRACT 1 WATER EASEMENT

JUN 10 2005 17:30 FR BANK OF AMERICA  
Grant County Web Maps - Parcel Information

509 765 2953 TO 19163734543

P.04/06  
Page 1 of 1

Grant County  
35 C St. / PO Box 37  
Ephrata, WA 98823  
(509) 754-2011

**Legend**

- Roads
- Township/Range
- Parcels
- Sections
- Myra
- Cities
- County Boundary

### SITE INFORMATION

Parcel #: 180149000	Reval: 7	Zoning:	Fire: 5
Legal: ALL:3 18 29	Year Built: 0000	Comp Plan:	Port: 10
Imp Acres: 645.76	Sq Ft: 000000	Shoreline:	Park:
Uimp Acres: 0	# Rms: 00	Sensitive:	Library: L
Land Value: \$766,515	# BdRms: 00	Critical:	Cemetery:
Imp Value: \$0	# BthRms: F-0 H-0	Tax Status: Taxable	Mosquito: 1
Land Use: AGRICULTURE (OPEN SPACE)	Quality:	Taxcode: 0078	Appraised Value: \$766,515
Owner: FODE LAND COMPANY, LLC	Assoc MH: 0	City/County: County	Tax Value: \$385,405
Address: 6603 PARTRIDGE DR NE	T/R/S: 192903	School: Moses Lake School District (161)	Levy: 14.18186
Moses Lake WA 98837	X Coord: 1973404.1376	Hospital: 1	Tax Amount: \$5,162.12
Situs:	Y Coord: 671400.855		

### DISCLAIMER

These maps should not be construed as legal advice or legal opinion on any specific facts or circumstances. The contents are intended for general information purposes only, and you are urged to consult your own lawyer concerning your own situation and any specific questions you may have. Infrastructure records, drawings, and other documents have been gathered over many decades, using differing standards for quality control, documentation and verification. All of the data provided represents current information in a readily available format. While the data is generally believed to be accurate, occasionally it proves to be incorrect; thus its accuracy is not warranted. Prior to making any property purchases or investments based in full or in part upon the material provided, it is specifically advised that you independently field verify the information contained in county records.

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Page: 3 of 5  
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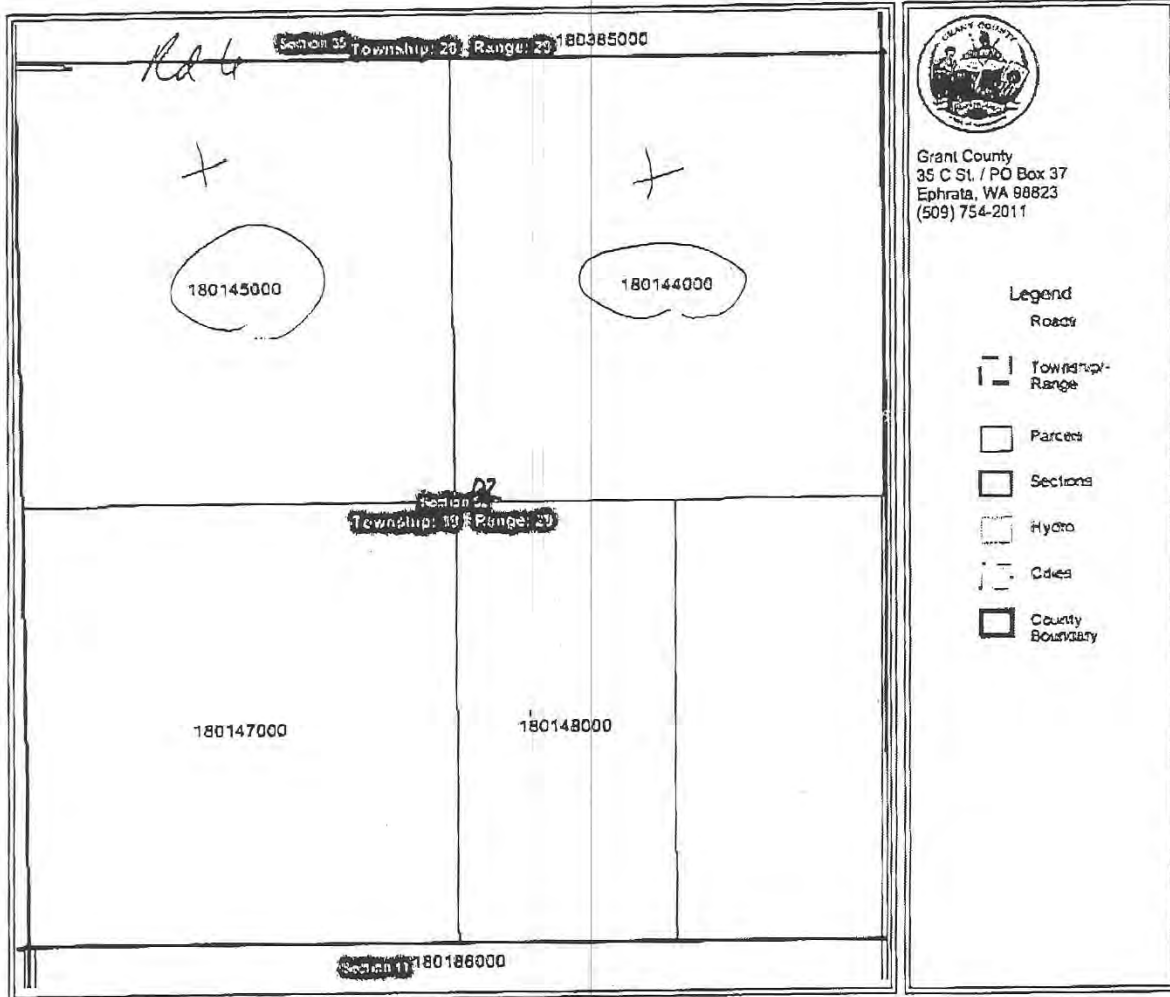
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# TRACT 1 WATER EASEMENT

JUN 10 2005 17:31 FR BANK OF AMERICA  
Grant County Web Maps - Selected Area

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P.05/06  
Page 1 of 1



Comments

2-19-29

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Page: 4 of 5  
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23.00 Grant Co Aud

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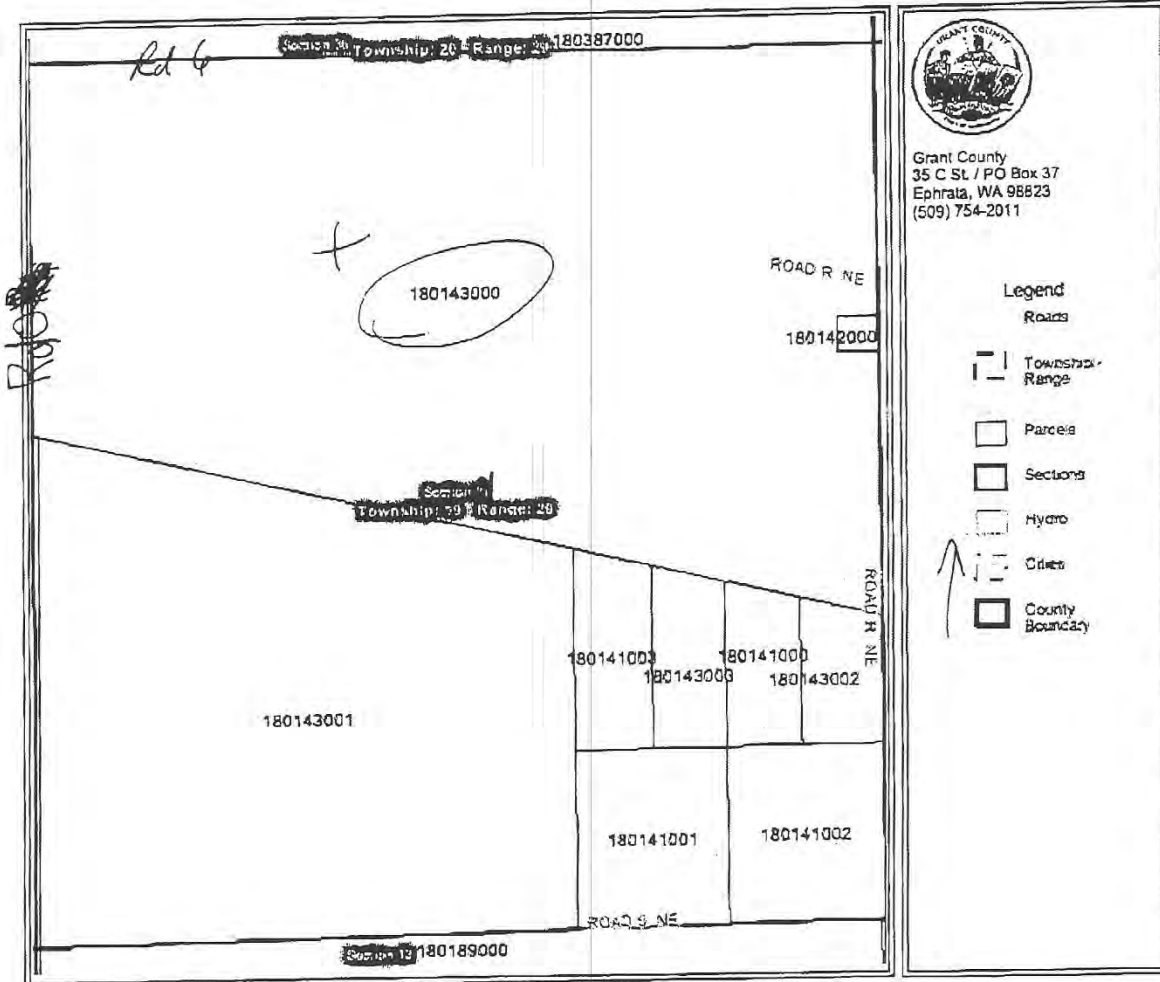


# TRACT 1 WATER EASEMENT

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Grant County Web Maps - Selected Area

509 765 2953 TO 19163734543

P. 06/06  
Page 1 of 1



Comments

1-19-29

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**1171034**  
Page: 5 of 5  
06/14/2005 09:37A

http: **TERI HERR** **EASE** **23.00 Grant Co Aud**

6/9/2005

\*\* TOTAL PAGE.06 \*\*  
PAGE.06

# TRACT 1 CERTIFICATE OF WATER RIGHT

*As of 12-20-2000*

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

## CERTIFICATE OF WATER RIGHT

- Surface Water (Issued in accordance with the provisions of Chapter 117, Laws of Washington for 1917, and amendments thereto, and the rules and regulations of the Department of Ecology.)
- Ground Water (Issued in accordance with the provisions of Chapter 262, Laws of Washington for 1949, and amendments thereto, and the rules and regulations of the Department of Ecology.)

PRIORITY DATE January 9, 1974	APPLICATION NUMBER G3-22345	PERMIT NUMBER G3-22345P	CERTIFICATE NUMBER G3-22345C
----------------------------------	--------------------------------	----------------------------	---------------------------------

NAME ROY FODE			
ADDRESS (STREET) Route 2, Box 74	CITY Moses Lake	STATE Washington	ZIP CODE 98837

*This is to certify that the herein named applicant has made proof to the satisfaction of the Department of Ecology of a right to the use of the public waters of the State of Washington as herein defined, and under and specifically subject to the provisions contained in the Permit issued by the Department of Ecology, and that said right to the use of said waters has been perfected in accordance with the laws of the State of Washington, and is hereby confirmed by the Department of Ecology and entered of record as shown.*

PUBLIC WATER TO BE APPROPRIATED

SOURCE two (2) wells
TRIBUTARY OF (IF SURFACE WATERS)

MAXIMUM CUBIC FEET PER SECOND	MAXIMUM GALLONS PER MINUTE 5000	MAXIMUM ACRE-Feet PER YEAR 1617
-------------------------------	------------------------------------	------------------------------------

QUANTITY, TYPE OF USE, PERIOD OF USE  
1615 acre feet per year, from February 1 to November 30, each year, for the irrigation of 647 acres; 2 acre feet per year, continuously, for domestic supply.

LOCATION OF DIVERSION/WITHDRAWAL

APPROXIMATE LOCATION OF DIVERSION-WITHDRAWAL  
Well #1) center of Sec. 3; Well #2) 330 feet south from the NW corner of Sec. 3

LOCATED WITHIN (SMALLEST LEGAL SUBDIVISION) 1/2	SECTION . 3	TOWNSHIP N. 19	RANGE (E. OR W.) & N. 29E.	W.R.J.A. 41	COUNTY Grant
----------------------------------------------------	----------------	-------------------	-------------------------------	----------------	-----------------

RECORDED PLATTED PROPERTY

LOT	BLOCK	OF (GIVE NAME OF PLAT OR ADDITION)
-----	-------	------------------------------------

LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED

Sec. 3, T. 19 N., R. 29 E.W.M.



# TRACT 1 CERTIFICATE OF WATER RIGHT

## PROVISIONS

This authorization to make use of public waters of the state is subject to existing rights, including any existing rights held by the United States for the benefit of Indians under treaty or otherwise.

Certificate holder shall maintain an access port as described in Ground Water Bulletin No. 1.

The amount of water granted under this certificate is a maximum limit that shall not be exceeded, and the certificate holder shall be entitled only to that amount of water within the specified limit that is beneficially used and required for the actual crop grown on the number of acres and place of use specified in the certificate.

A suitable measuring device approved by the Department of Ecology shall be maintained in accordance with WAC 508-64-020 through WAC 508-64-040.

The final certificate of water right issues for that quantity of water that can be produced from two wells only.

*The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place of use herein described, except as provided in RCW 90.03.380, 90.03.390, and 90.44.020.*

This certificate of water right is specifically subject to relinquishment for nonuse of water as provided in RCW 90.14.180.

Given under my hand and the seal of this office at Spokane Washington, this 5th day of July 19 79

WILBUR G. HALLAUER, Director  
Department of Ecology

ENGINEERING DATA

OR \_\_\_\_\_

By *John L. Arnquist*  
JOHN L. ARNQUIST, Regional Manager

FOR COUNTY USE ONLY

# TRACT 1 CERTIFICATE OF WATER RIGHT

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

CERTIFICATE OF CHANGE OF GROUND WATER CERTIFICATE NO. G3-22345C

In accordance with the provisions of Chapter 263, Laws of Washington for 1945, and the regulations of the Department of Ecology.

THIS IS TO CERTIFY That Roy Fode of Moses Lake, Washington, has complied with all of the requirements of the Revised Code of Washington 90.40.100 and the regulations of the Department of Ecology, and is hereby granted the right to change the place of use of waters granted under Ground Water Certificate No. G3-22345C.

That Ground Water Certificate No. G3-22345C grants the right to withdraw 5000 gallons per minute, 1615 acre feet per year of water for the irrigation of 647 acres, 2 acre feet per year, continuously, for domestic supply.

That the place of use is within Sec. 3, T. 19 N., R. 29 E.W.M., Grant County, Washington.

That they are hereby authorized to change the place of use to 320 acres within the W $\frac{1}{2}$  of Sec. 2; and 327 acres within the E $\frac{1}{2}$  of Sec. 3; ALL WITHIN T. 19 N., R. 29 E.W.M., Grant County, Washington.

GIVEN UNDER MY HAND AND SEAL of this office at Spokane, Washington this 19th day of December, 1985.

ANDREA BEATTY RIFKER, Director  
Department of Ecology

by   
JOHN L. ARNOQUIST, Regional Manager

RECORDED:

VOL. 1-3, PP. 446

CERTS. OF CHANGE



# TRACT 1 PRELIMINARY TITLE

*Cover page for:*

## **Preliminary Title Insurance Schedules**

*Prepared by:*

**Stewart Title Corporation**

---

### **Auction Tract 1 (Grant County)**

---

*For auction conducted on March 24, 2016 by:*

**Chuck Yarbro Auctioneers**

*On behalf of:*

**Ron and Robin Fode**

# TRACT 1 PRELIMINARY TITLE

**stewart title**

Stewart Title Company  
117 East Fourth Avenue  
Moses Lake, WA 98837  
Phone: (509) 765-3483

Order Number: 01260-6346

Title Officer: **Danielle Summers**  
Phone: (509) 765-3483  
Email: Danielle.Summers@stewart.com

Customer Reference:  
01260-6346

## SCHEDULE A

1. **Effective Date:** February 09, 2016 at 8:00 AM

2. **Policy Or Policies To Be Issued:**

(X) ALTA OWNER'S POLICY, (6/17/06)  
(X) STANDARD ( ) EXTENDED (Underwriting fee - 11%)

**Amount:** To Be Determined  
**Premium:**  
**Tax:**  
**Total:**

Proposed Insured: **To be determined**

( X ) ALTA EXTENDED LOAN POLICY (6/17/06)  
(Underwriting fee - 11%)

**Amount:** To Be Determined  
**Premium:**  
**Tax:**  
**Total:**

SIMULTANEOUS ISSUE RATE

Proposed Insured: **To be determined**

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

Fee Simple

4. **Title to said estate or interest in said land is at the effective date hereof vested in:**

Ronald L Fode, who acquired title as Ron L. Fode and Robin M Rode, husband and wife

5. **The land referred to in this commitment is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO



# TRACT 1 PRELIMINARY TITLE

## EXHIBIT "A" LEGAL DESCRIPTION

The Northwest quarter of Section 2, Township 19 North, Range 29 E.W.M., records of Grant County, Washington.

# TRACT 1 PRELIMINARY TITLE

## COMMITMENT FOR TITLE INSURANCE SCHEDULE B Part I

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

### GENERAL EXCEPTIONS

- A. Taxes or assessments which are not shown as existing liens by the public records.
- B. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described (i), (ii) & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- C. Extended coverage exceptions as follows:
  - (1) Rights or claims of parties in possession not shown by the public records.
  - (2) Easements, claims of easement or encumbrances which are not shown by the public records.
  - (3) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises and which are not shown by the public records.
  - (4) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished imposed by law and not shown by the public records.
- D. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
- E. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
- F. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.

### SPECIAL EXCEPTIONS FOLLOW



# TRACT 1 PRELIMINARY TITLE

## COMMITMENT FOR TITLE INSURANCE SCHEDULE B Part I

### SPECIAL EXCEPTIONS

1. Payment of Real Estate Excise Tax, if required.

The property described herein is situated within the boundaries of local taxing authority of unincorporated Grant County.

Present Rate of Real Estate Excise Tax as of the date herein is 1.78% and the levy code is 0078.

2. 2016 Property Taxes With Current Use Exemption became a Lien January 1, 2016. They are not yet ascertainable or payable until February 15, 2016.

Levy Code:	0078
Tax Account No.:	<b>18-0145-000</b>
Land:	\$628,815
Improvements:	\$0

Note: Taxes and Charges for 2015 were paid in full in the amount of \$2,116.66. Without Exemption \$6,726.40

3. Mortgage and the terms and conditions thereof:  
Mortgagor:

Mortgagee:  
Amount:  
Dated:  
Recorded:  
Recording No.:

The amount now secured by said Mortgage and the terms upon which the same can be discharged or assumed should be ascertained from the holder of the indebtedness secured.

Subordination Agreement and the terms and conditions thereof:

Recorded:  
Recording No.:

# TRACT 1 PRELIMINARY TITLE

4. Mortgage and the terms and conditions thereof:

Mortgagor:

Mortgagee:

Amount:

Dated:

Recorded:

Recording No.:

The amount now secured by said Mortgage and the terms upon which the same can be discharged or assumed should be ascertained from the holder of the indebtedness secured.

Assignment of said Mortgage:

Assignee:

Recorded:

Recording No.:

Subordination Agreement and the terms and conditions thereof:

Recorded:

Recording No.:

Assignment of said Mortgage:

Assignee:

Recorded:

Recording No.:



# TRACT 1 PRELIMINARY TITLE

5. Mortgage and the terms and conditions thereof:

Mortgagor:

Mortgagee:

Amount:

Dated:

Recorded:

Recording No.:

The amount now secured by said Mortgage and the terms upon which the same can be discharged or assumed should be ascertained from the holder of the indebtedness secured.

Mortgage Modification and the terms and conditions thereof:

Recorded:

Recording No.:

Mortgage Modification and the terms and conditions thereof:

Recorded:

Recording No.:

Mortgage Modification and the terms and conditions thereof:

Recorded:

Recording No.:

Assignment of said Mortgage:

Assignee:

Recorded:

Recording No.:

Subordination Agreement and the terms and conditions thereof:

Recorded:

Recording No.:

Subordination Agreement and the terms and conditions thereof:

Recorded:

Recording No.:

6. Financing Statement and the terms and conditions thereof:

Secured Party:

Debtor:

Covers:

Recorded:

Recording No.:

Continuation(s) thereof:

Recorded:

Recording No.:

# TRACT 1 PRELIMINARY TITLE

7. Irrigation Water Agreement and the terms contained therein:  
Grantor:  
Grantee:  
Recorded:  
Recording No:  
  
Assignment of Irrigation Water agreement and the terms contained therein:  
Assignor:  
Assignee:  
Recorded:  
Recording No:
8. Memorandum of Amended Farm Lease and the terms contained therein:  
Between:  
And:  
Recorded:  
Recording No:
9. Right of First Refusal and the terms contained therein  
Grantor: Ron Fode and Robin Fode, husband and wife  
Grantee: Wheeler Land Holding, LLC, a Washington limited liability company  
Recorded: October 30, 2013  
Recording No: 1325155
10. Memorandum of Amended Farm Lease and the terms contained therein:  
Between:  
And:  
Recorded:  
Recording No:
11. This land is included within the East Columbia Basin Irrigation District and is subject to laws of the United States and the State of Washington relative to the Columbia Basin Project and **is liable for further assessments, if any, levied by said District.**
12. Easement for ingress, egress and utilities as disclosed in document recorded December 6, 1999, under Auditor's File No. 1058256.
13. Irrigation power agreement and right of way easement for electric distribution lines, together with the necessary appurtenances, granted by instrument recorded May 14, 1996 under Auditor's File No. 960514070 by and between Public Utility District NO. Two of Grant County and the landowner, provided electric service for irrigation use; including (among other matters), provisions for a lien to arise as security for payment of any charges provided for therein which remain unpaid.
14. Terms, covenants and conditions contained in Application for Current Use Classification, entered into pursuant to RCW 84.34 (including potential liability for future applicable taxes, special Benefit assessments levied by local governments, penalties and interest upon breach of, or withdrawal from, said classification); notice of approval being recorded March 8, 1984 under Auditor's File No. 754890.
15. Right of way for roads, drains and canals as shown on the face of said plat.
16. Reservation contained in Real Estate Contract between Herbert Schmidt and Bonnie J. Schmidt, as Sellers and Ronald L. Fode and Robin M. Fode, as Purchasers, recorded January 9, 1985, under Auditor's File No. 766834, as follows:  
  
A reservation by seller of a twenty-five percent interest in all mineral rights and proceeds therefrom. Purchasers shall have all rights to negotiate and conclude contracts for lease or sale of mineral rights.
17. Title is to vest in persons not yet revealed and when so vested will be subject to matters disclosed by a search of the records against their names.

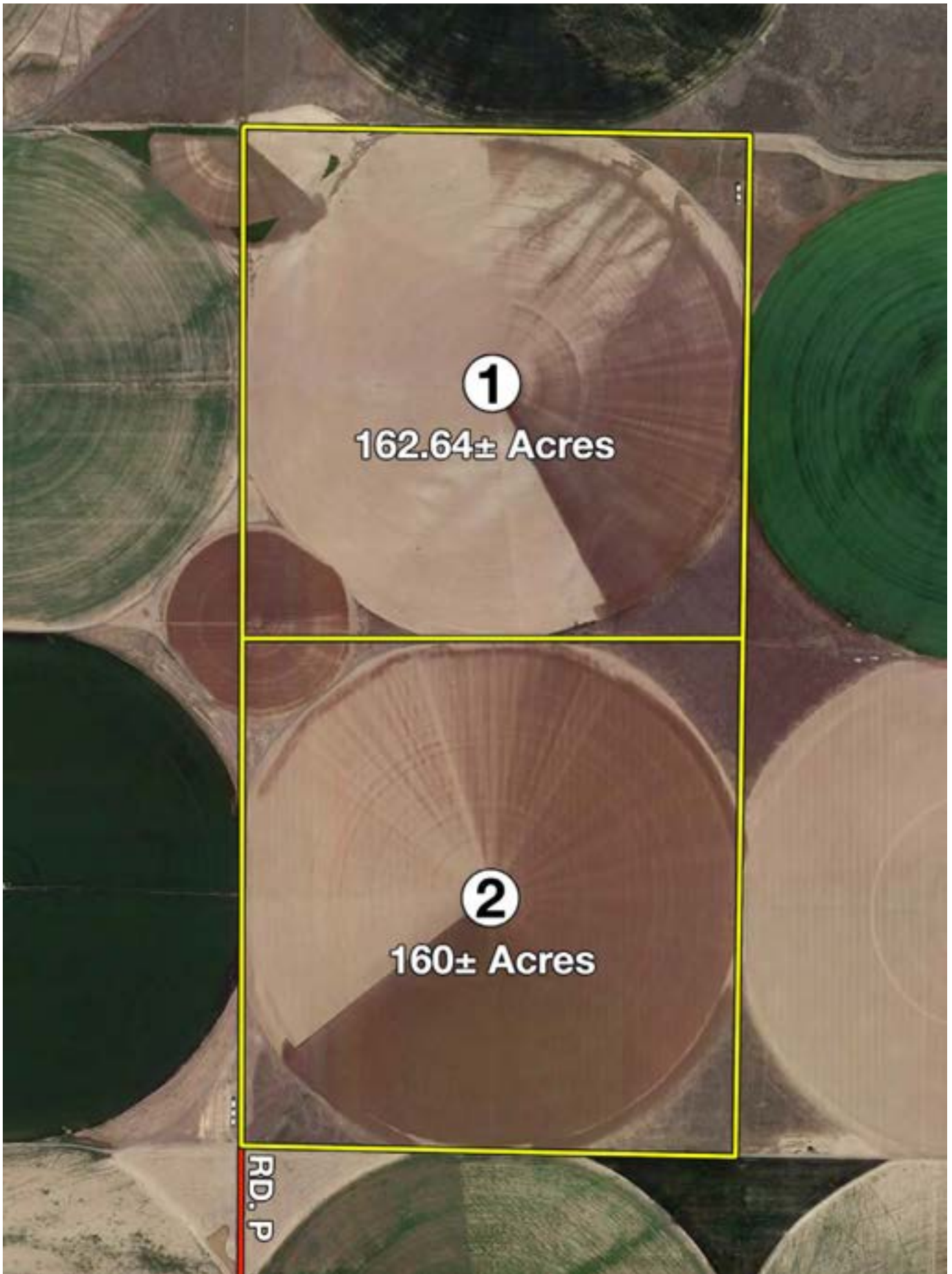
# TRACT 1 PRELIMINARY TITLE

18. The application identifies the land by a street address only. The Company does not insure that the description in this commitment covers the land that you requested. To prevent errors and to be certain that the proper land will appear on the documents and on the Policy of title insurance, the Company requires for its review a satisfactory legal description of the correct land provided and approval of the description signed by the parties to the transaction. At that time, the Company may make additional requirements or exceptions.

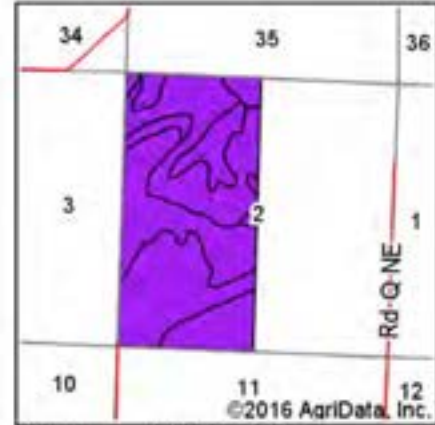
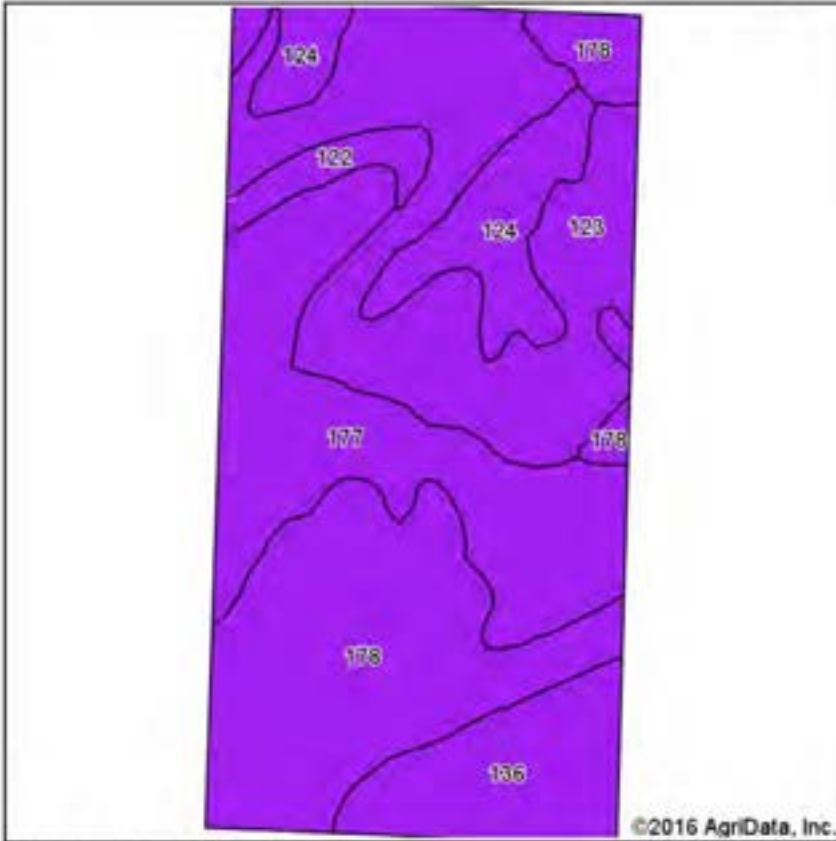
**END OF SPECIAL EXCEPTIONS**



# TRACT 2 AERIAL MAP



# TRACT 2 SOILS MAP



State: **Washington**  
 County: **Grant**  
 Location: **2-19N-29E**  
 Township: **Wilson Creek**  
 Acres: **330.51**  
 Date: **2/9/2016**



Maps Provided By:  
  
 CUSTOMERS ONLINE MAPPING  
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Soils data provided by USDA and NRCS.

Area Symbol: WA025, Soil Area Version: 9

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Irr Class *c	Alfalfa hay Irrigated	Dry beans Irrigated	Corn Irrigated	Pasture Irrigated	Dry peas Irrigated	Irish potatoes Irrigated	Winter wheat Irrigated	Winter wheat	Hops Irrigated	Distillate mint Irrigated	Grass legume hay Irrigate
123	Sagehill very fine sandy loam, 5 to 10 percent slopes	92.89	28.1%		Vle	IVe	8	.35	180	14	2200	500	140				
178	Warden silt loam, 2 to 5 percent slopes	89.82	27.2%		Vle	Ile	8	35	170		2300	25	130	15			
177	Warden silt loam, 0 to 2 percent slopes	74.93	22.7%		Vlc	Ilc	8	35	170		2300	28	130	15			
136	Shano silt loam, 0 to 2 percent slopes	32.13	9.7%		Vlc	Ilc	7		165	14		28	125	15	2400	110	
124	Sagehill very fine sandy loam, 10 to 15 percent slopes	30.29	9.2%		Vle	IVe	8	35	170	12	2200	500	130				
122	Sagehill very fine sandy loam, 2 to 5 percent slopes	10.45	3.2%		Vle	Ile	8	35	180	16	2400	540	140				
<b>Weighted Average</b>							<b>7.9</b>	<b>31.6</b>	<b>172.6</b>	<b>6.9</b>	<b>2042.3</b>	<b>219.3</b>	<b>132.6</b>	<b>8.9</b>	<b>233.3</b>	<b>10.7</b>	

Area Symbol: WA025, Soil Area Version: 9

\*c: Using Capabilities Class Dominant Condition Aggregation Method

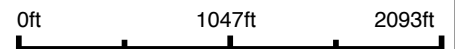
Soils data provided by USDA and NRCS.

# TRACT 2 FSA MAP

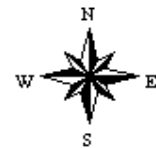


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map center: 47° 9' 59.43, 119° 8' 40.08



**2-19N-29E**  
**Grant County**  
**Washington**



2/9/2016

Field borders provided by Farm Service Agency as of 5/21/2008.



# TRACT 2 WATER EASEMENT

JUN 10 2005 17:30 FR BANK OF AMERICA

509 765 2953 TO 19163734543

P.02/06



1171034  
Page: 1 of 5  
06/14/2005 09:37A  
23.00 Grant Co Aud

Ron Fode  
4943 Rd N NE  
MOSES LAKE WA 98837

No 1% Real Estate Sales Tax Due  
This instrument exempt per R.C.W. 82.45  
Darryl Pheasant, Treasurer Grant County

## WATER PIPELINE EASEMENT

FILED FOR RECORD AT REQUEST OF:

Moses Lake, WA 98837

The Grantors, Fode Land Company, L.L.C. of Moses Lake, Washington, for and in consideration of Conveyance of Easement, convey and quit claim to the Grantees, RON FODE and ROBIN FODE, his wife, of Moses Lake, Washington, an appurtenant 15 foot WATER PIPELINE EASEMENT for the installation, operation, maintenance, repairing, and rebuilding of an underground irrigation mainline and pump station together with the necessary ingress and egress in the following described real estate situated in Grant County, Washington:

**THE SUBSERVIENT ESTATE:**

Section 3, Township 19 North, Range 29 E.W.M., Grant County, Washington, there of filed records of Grant County, Washington. See attached map. # 18-0149-000

and

**for the benefit of the BENEFICIARY ESTATE:**

Section 1 and 2, Township 19 North, Range 29 E.W.M., Grant County, Washington.

It is understood that the pipeline runs from the intersection of Roads "6" and "O" N.E. which is the Northwesterly corner of the Northwest quarter to the center of Section 3, Township 19 North, Range 29 E.W.M., Grant County, WA and then runs directly east from the center of said Section 3 Township 19 Range 29 until the pipeline adjoins the western border of Section 2 Township 19 Range 29 parcels #180143000, #180145000, #180144000

# TRACT 2 WATER EASEMENT

JUN 10 2005 17:30 FR BANK OF AMERICA

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P.03/06

Said water pipeline easement is 15 feet wide, with a right to install, operate, repair, and maintain the water line together with access thereto.

These easements shall run with the land and shall be a covenant running with the land, perpetual in nature and effect.

DATED this 10<sup>th</sup> day of June, 2005

Roy Fode

ROY FODE Manager, Fode Land Company LLC; Grantor

Patty Fode

PATTY FODE Manager, Fode Land Company LLC; Grantor

CALIFORNIA  
STATE OF WASHINGTON )  
 )  
County of Grant SACRAMENTO ) ss.

On this day personally appeared before me Roy and Patty G. Fode of Fode Land Company, L.L.C. known to me to be the individuals described herein, who executed this instrument hereto and foregoing, and acknowledged that they signed the same of their free and voluntary will and deed for the uses and purposes herein mentioned.

Given under my hand and official seal this 10TH day of JUNE, 2005.



Robert J. Guthertz

Notary Public for Washington - CA  
residing at 1209 EL TERO WAY, SACRAMENTO, CA  
My commission expires: \_\_\_\_\_

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Page: 2 of 5  
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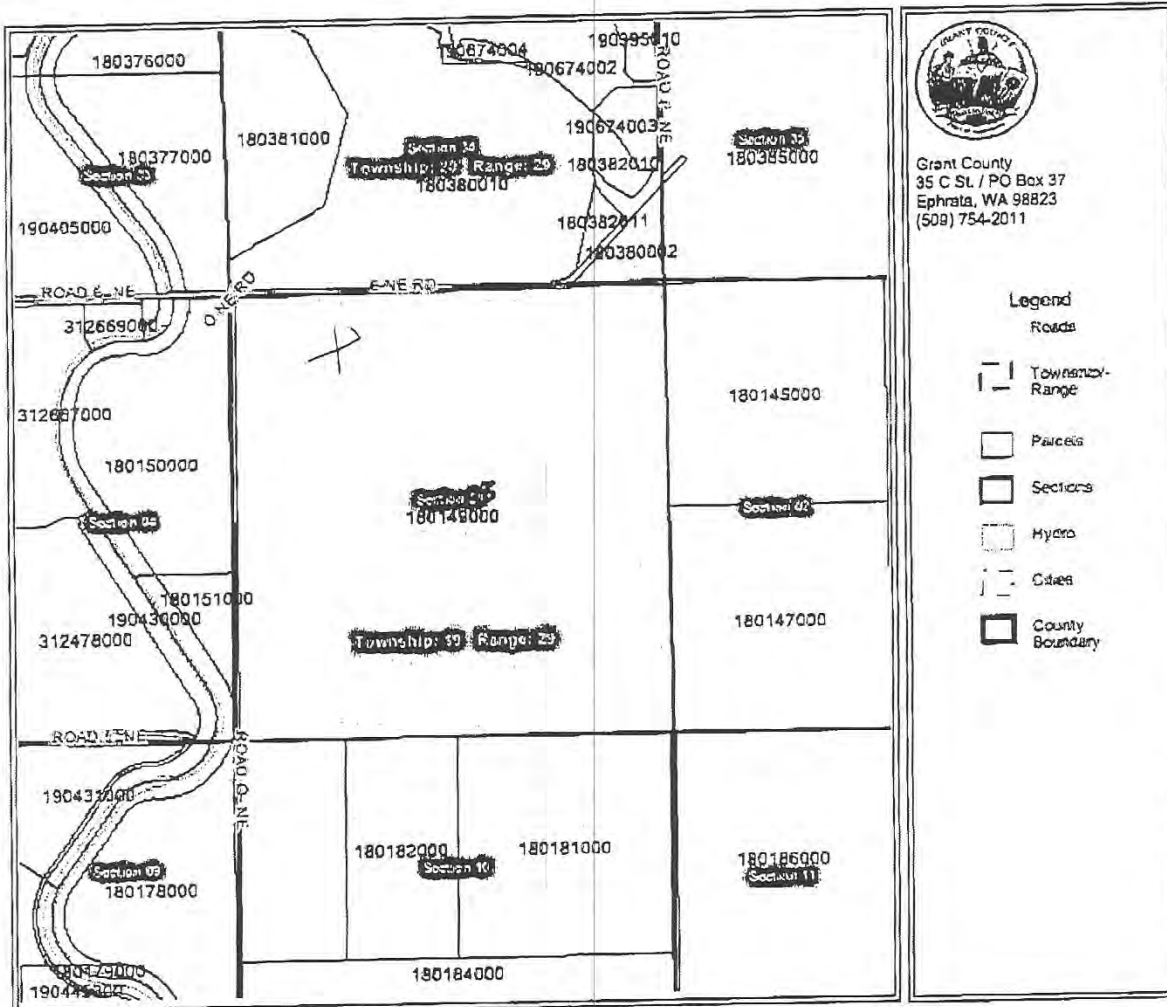


# TRACT 2 WATER EASEMENT

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Grant County Web Maps - Parcel Information

509 765 2953 TO 19163734543

P.04/06  
Page 1 of 1



Grant County  
35 C St. / PO Box 37  
Ephrata, WA 98823  
(509) 754-2011

- Legend**
- Roads
  - Township-Range
  - Parcels
  - Sections
  - Hydro
  - Cities
  - County Boundary

### SITE INFORMATION

Parcel #: 180149000	Reval: 7	Zoning:	Fire: 5
Legal: ALL:3 18 29	Year Built: 0000	Comp Plan:	Port: 10
Imp Acres: 645.76	Sq FL: 00000	Shoreline:	Park:
Ump Acres: 0	# Rms: 00	Sensitive:	Library: L
Land Value: \$766,515	# BdRms: 00	Critical:	Cemetery:
Imp Value: \$0	# BthRms: F-0 H-0	Tax Status: Taxable	Mosquito: 1
Land Use: AGRICULTURE (OPEN SPACE)	Quality:	Taxcode: 0078	Appraised Value: \$766,515
Owner: FODE LAND COMPANY, LLC	Assoc MH: 0	City/County: County	Tax Value: \$365,405
Address: 6603 PARTRIDGE DR NE	T/R/S: 192903	School: Moses Lake School District (161)	Levy: 14.18186
MOSES LAKE WA 98837	X Coord: 1973404.1376	Hospital: 1	Tax Amount: \$5,162.12
Situs:	Y Coord: 671400.855		

### DISCLAIMER

These maps should not be construed as legal advice or legal opinion on any specific facts or circumstances. The contents are intended for general information purposes only, and you are urged to consult your own lawyer concerning your own situation and any specific questions you may have. Infrastructure records, drawings, and other documents have been gathered over many decades, using differing standards for quality control, documentation and verification. All of the data provided represents current information in a readily available format. While the data is generally believed to be accurate, occasionally it proves to be incorrect; thus its accuracy is not warranted. Prior to making any property purchases or investments based in full or in part upon the material provided, it is specifically advised that you independently field verify the information contained in county records.

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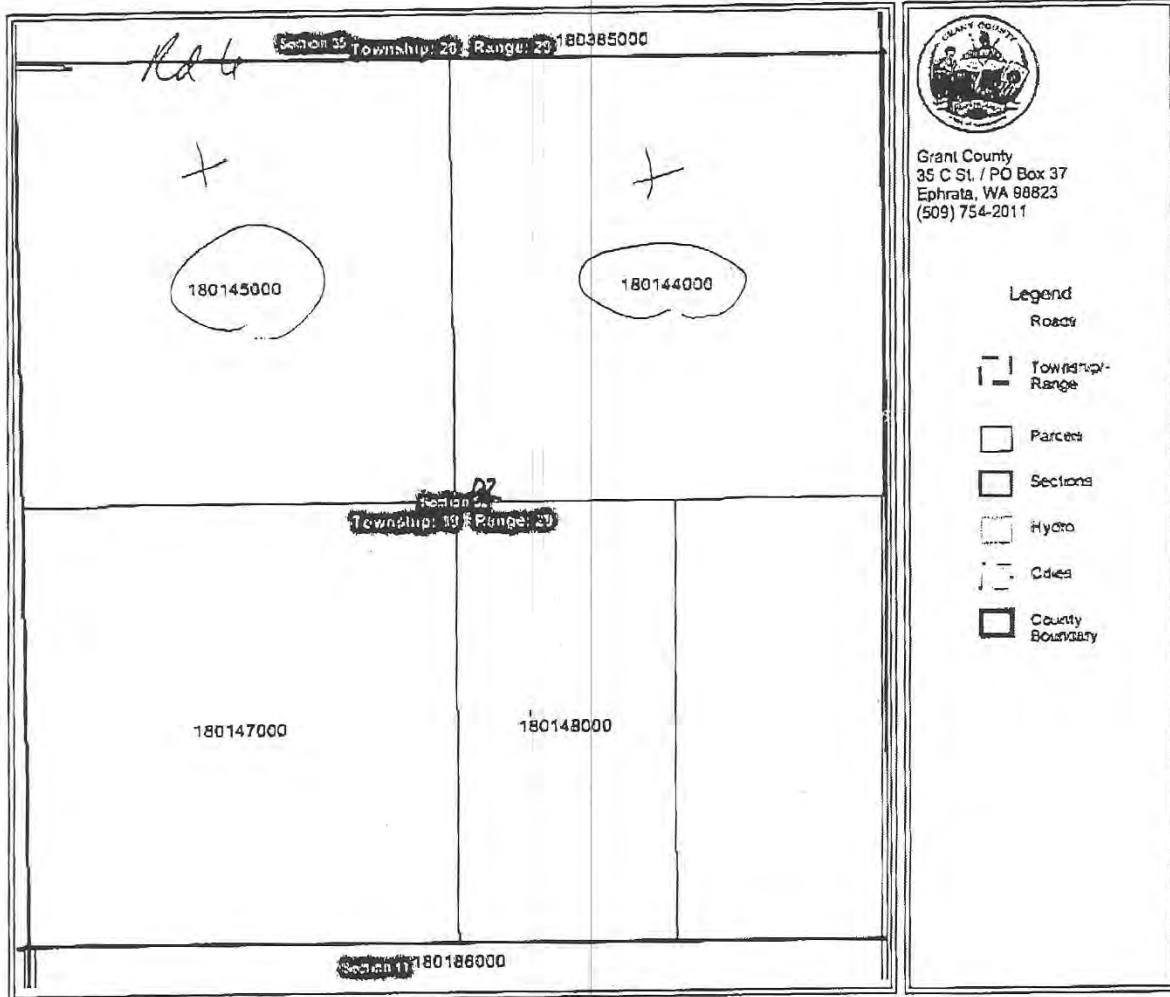


# TRACT 2 WATER EASEMENT

JUN 10 2005 17:31 FR BANK OF AMERICA  
Grant County Web Maps - Selected Area

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P.05/06  
Page 1 of 1



Comments

2-19-29

**DISCLAIMER**

These maps should not be construed as legal advice or legal opinion on any specific facts or circumstances. The contents are intended for general information purposes only, and you are urged to consult your own lawyer concerning your own situation and any specific questions you may have. Infrastructure records, drawings, and other documents have been gathered over many decades, using differing standards for quality control, documentation and verification. All of the data provided represents current information in a readily available format. While the data is generally believed to be accurate, occasionally it proves to be incorrect; thus its accuracy is not warranted. Prior to making any property purchases or investments based in full or in part upon the material provided, it is specifically advised that you independently field verify the information contained in county records.



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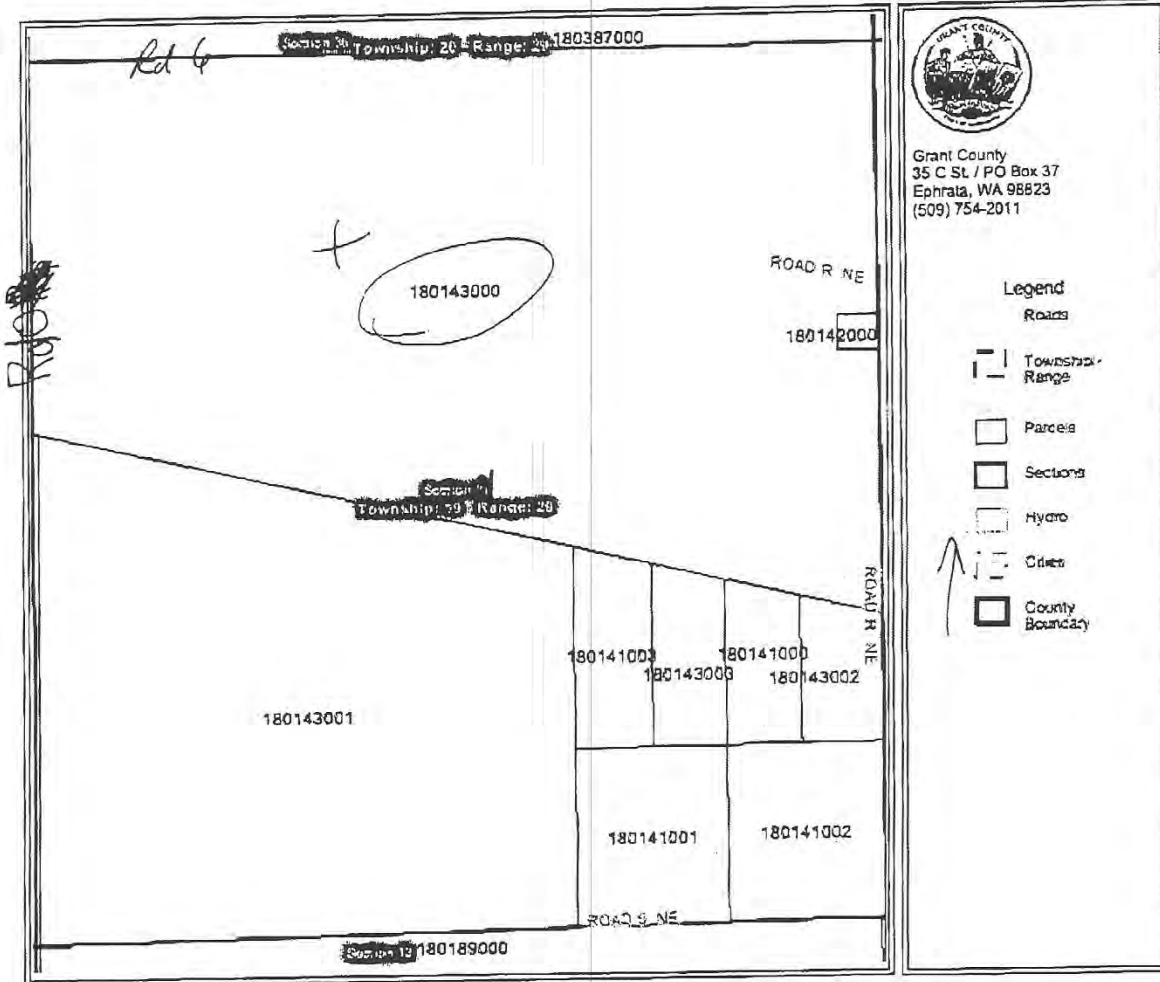
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# TRACT 2 WATER EASEMENT

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Grant County Web Maps - Selected Area

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P. 06/06  
Page 1 of 1



Comments

1-19-29

**DISCLAIMER**

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**1171034**  
Page: 5 of 5  
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\*\* TOTAL PAGE.06 \*\*  
PAGE.06

# TRACT 2 WATER CONTRACT

1353932 10/13/2015 12:40 PM WSC  
Page 1 of 12 R 84.80 Grant Co, WA  
RONALD FODE



Renewal I90/40  
Approved 10/8/1982

Return to:  
East Columbia Basin Irrigation District  
P.O. Box E, Othello, WA 99344

EAST COLUMBIA BASIN IRRIGATION DISTRICT  
Columbia Basin Project, Washington

FIRST PHASE CONTINUATION ACRES  
INTERRUPTIBLE WATER SERVICE CONTRACT  
(EAST COLUMBIA BASIN IRRIGATION DISTRICT)  
COLUMBIA BASIN PROJECT, WASHINGTON

Ronald L. & Robin M. Fode  
SW ¼ Section 2, T 19N, R 29EWM

APN: 18-0147-000

THIS CONTRACT, Made this 7<sup>th</sup> day of October, 2015, between the EAST COLUMBIA BASIN IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of Washington, hereinafter called the District, and Ronald L. & Robin M. Fode hereinafter called the Purchaser,

WITNESSETH, That:

## EXPLANATORY RECITALS

2. WHEREAS, the following preliminary statements are made in explanation:

(a) The United States has entered into a repayment contract with the District dated October 9, 1945 (Contract and Symbol No. 11r-1442 which was last amended and supplemented on December 18, 1968), relating in part to the water supply for the irrigation of lands in the District, operation and maintenance of facilities, and repayment of the construction obligation; and



# TRACT 2 WATER CONTRACT

(b) The United States and the District have also entered into a Master Water Service Contract dated August 27, 1976 (Contract No. 14-06-100-9165), and Supplement No. 1 dated October 8, 1982; and

(c) Pursuant to Article 10 of Supplement No. 1, the District is authorized to enter into contracts with District water users for First Phase Continuation Water; and

(d) The landowner is the holder of irrigable land identified as First Phase Continuation Acres, as evidenced by land classification and drainage determinations, in the vicinity of an existing Project irrigation facility within the operation of the District; and

(e) The United States has determined that First Phase Continuation Water is available for use on the First Phase Continuation Acres described herein without adversely affecting or having a significant detrimental impact on Existing Acres, fish and wildlife interests or the environment in general.

**NOW THEREFORE**, it is agreed as follows:

## DEFINITIONS

3. The following terms, for purposes of this contract, shall have the following respective meanings:

"First Phase Continuation Water" shall mean water made available under this contract pursuant to Supplement No. 1.

"First Phase Continuation Acres" shall mean those lands for which water is made available under this contract pursuant to Supplement No. 1.

## TERM OF CONTRACT

4. This contract becomes effective on the date first above written and covers the making available of First Phase Continuation Water to the lands described herein. This contract shall run for a period of 20 years, unless terminated earlier as otherwise provided herein, and with the consent of the District may be renewed at the end of such period for additional 10-year periods.

## CONDITIONS OF WATER DELIVERY

5. (a) The District has heretofore entered into a repayment contract with the United States, dated December 18, 1968, which, together with the August 27, 1976 Master Water Service Contract and Supplement No. 1, dated October 8, 1982 and the terms of this contract, govern the furnishing of water and the Landowner's obligations hereunder.

(b) The Landowner may, after making advance annual payment therefore in accordance with Article 6 hereof, divert, when available, water from the East Low Canal at Mile 25.0 for the irrigation of 159.0 acres of land, identified as First Phase Continuation Acres, which are shown on

2

1353932 10/13/2015 12:40 PM WSC  
Page 2 of 12 R 84.00 Grant Co, WA  
RONALD FOOTE



# TRACT 2 WATER CONTRACT

the map attached hereto and more particularly described as follows:

*That land in the SW ¼ of Section 2, Township 19 North, Range 29EWM, lying North and East of the East Low Canal, Grant County, Washington, as shown crosshatched on Exhibit "A", which is incorporated herein by reference.*

The Landowner shall receive said water at the above point of diversion and the Landowner shall be wholly responsible for the cost and expense thereof, and for taking said water at that point and diverting, conveying, and utilizing it. The water to be delivered hereunder shall be measured by means of a measuring device satisfactory to the District and the United States. Such devices shall be furnished, installed, and maintained by and at the expense of the Landowner, but subject to the control of the United States or the District who may at all times have access to them over any land of the Landowner. All losses of water from seepage, evaporation, or other cause, below said point of measurement, shall be borne by the Landowner.

(c) Water purchased hereunder is made available on an interruptible basis pending the inclusion of the Landowner's lands into an irrigation block or local improvement district service area. Such water may not be available for the irrigation of Landowner's lands during periods of water shortage or peak periods of use by other Project lands within irrigation blocks. The District will make the determination of availability of water and will control its use and delivery under this contract.

(d) The Landowner, without cost or expense to the District or the United States, shall acquire all necessary rights-of-way and construct all necessary facilities to furnish water to the Landowner's land. The Landowner will be required to obtain a permit from the District and, if required, from the United States for all construction on Project rights-of-way. All plans for proposed construction, including measuring facilities, shall be approved in advance by the District and, if required, by the United States.

(e) It is anticipated that in the future the lands of the Landowner will be included into either irrigation blocks or local improvement district service areas. In the event water does become available to the Landowner's lands by such inclusion through irrigation delivery facilities constructed by either the United States or the District, the Landowner will take delivery of water therefrom for all of the Landowner's lands in such block or service area, which will then be subject to assessment on the same basis as other irrigable lands in such block or service area, and this contract shall be terminated as of January 1 of the year such water first will become available for a full irrigation season.

(f) In the event water becomes available to the Landowner's lands as provided in Article 5(e) hereof, the Landowner shall convey to the United States at the appraised price all of the Landowner's facilities on Project rights-of-way which may be required as determined by the United States, as part of the irrigation facilities to be constructed. The Landowner shall further be notified of his facilities on the rights-of-way that are not required for these irrigation facilities to be constructed, and the Landowner may be required to remove or adapt the same to accommodate Project or District irrigation facilities. The Landowner shall bear all costs occasioned by his failure to remove or adapt the facilities within the time limit specified. The Landowner agrees that in any settlement in connection with acquisition or utilization of land or rights-of-way under 5(e) for the construction of irrigation facilities across lands covered by this contract, either by the United States or the District, no enhancement in land value because of the availability of water will be allowed.









# TRACT 2 WATER CONTRACT

(e) Payment in advance of any delivery of water is a condition precedent to the delivery thereof. The District reserves the right to refuse delivery of water unless and until any charges owing to the District are paid including charges owing to the District for work performed by the District on behalf of the Landowner. The District further reserves the right to specify the method of irrigation to be used on the subject lands.

(f) The District and the Landowner hereby agree that the charges for the delivery of water hereunder may be assessed, collected and enforced in the manner provided in RCW 87.03.445 for the collection and enforcement of rates, tolls and charges. All charges imposed by this contract, upon compliance with the applicable procedural provisions of said RCW 87.03.445 shall at once become and constitute an assessment upon and against the lands for which they are levied, with the same force and effect and the same manner of enforcement and with the same rate of interest from date of delinquency in case of nonpayment as other District assessments. Said assessment procedure shall be in addition to any measures available to the District, including the right of contract termination as provided for in this contract.

## WASTE, SEEPAGE, AND RETURN-FLOW WATERS

7. (a) The Landowner assumes responsibility, during the life of this contract, for disposal of wastewater in connection with irrigation farming of the said land so as not to damage Project facilities or other properties and also for any necessary drainage of the said land. Failure of the landowner to properly dispose of wastewater shall be grounds for the termination of this contract in accordance with Article 10 hereof.

(b) Neither the United States nor the District abandons or relinquishes any waste, seepage, or return-flow water resulting from the water being made available to the Landowner under this contract, and all such waters are reserved and retained as a source of water supply for the Project.

## WATER MANAGEMENT AND CONSERVATION

8. The Landowner shall develop and carry out any water management and conservation program that may be required by the District.

## DISCLAIMER

9. It is understood and agreed between the parties that no provision for the delivery of water under this contract will be construed to bind the United States or the District to make such water available on a continuing basis to the Landowner or be the basis of a permanent water right; that the United States and the District assume no responsibility for any permanent, continuing delivery of such water, and that neither they nor their officers, agents or employees shall have any liability for or on account of:

(a) The control, carriage, handling, use, disposal, or distribution of such water diverted from Project delivery facilities then being operated and maintained or utilized by the United States

1353932 10/13/2015 12:40 PM WSC  
Page 5 of 12 R 84.00 Grant Co, WA  
RONALD FODE



# TRACT 2 WATER CONTRACT

or the District;

(b) Damage claims of any nature whatsoever, including, but not limited to, property loss or damage, personal injury, or death arising out of or connected with the control, carriage, handling, use, disposal, or distribution of such water;

(c) Any damage, whether direct or indirect, arising out of or in any manner caused by seepage, absence of drainage, or shortage or absence of said water, whether such shortage or absence be on account of inspections, repairs, improvements, new construction, changes in operation, drought, hostile diversion, supplying other irrigated lands, prior or superior claims, or any other causes.

## TERMINATION

10. In the event of any failure by the Landowner to comply with all the terms and requirements of this contract or any regulations issued in connection therewith, or if the use or attempted use of water furnished hereunder is in any way unreasonably wasteful or harmful to the Project as determined by the District or the United States, or if water is used for any purpose other than irrigation of the above-described land, the District or the United States may terminate this contract, after giving reasonable notice and opportunity to comply therewith. Either the Landowner or the District may terminate this contract by written notice to the other at the end of any irrigation season but not later than November 30 of any year, provided, however, that the Landowner may not terminate this contract unless all charges owing to the District have been paid. In addition, this contract will terminate as provided under Article 5(e) hereof at any time the Landowner's land is included into a new Columbia Basin Project irrigation block, or is added to an existing Columbia Basin Project irrigation block.

## COVENANTS

11. All terms, conditions, covenants and agreements herein made including the rules and regulations attached hereto and made a part hereof by reference shall be deemed to be covenants running with the land and shall be binding on the Landowner and his heirs, administrators, executors, assigns, and successors.

## REPORTS AND RECORDS

12. The Landowner shall develop and maintain annual records of reasonable estimates of land use and crop production on lands receiving Project water hereunder. Reports thereon shall be furnished to the United States in such form and on such date or dates as may be required by the United States.

## OFFICIALS NOT TO BENEFIT

13. (a) No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom. This restriction shall not be construed to extend to this contract if made with a corporation or company for its general

1353932 10/13/2015 12:40 PM WSC  
Page 6 of 12 R 84.00 Grant Co, WA  
RONALD FODE





# TRACT 2 WATER CONTRACT

benefit.

(b) No official of the District shall receive any benefit that may arise by reason of this contract other than as a landowner within the project and in the same manner as other landowners within the project.

## EXCESS LANDS

14. Project water made available under the terms of this agreement shall only be delivered by the District in compliance with the excess land provisions of Reclamation Law as they now exist or may hereafter be amended. Under no conditions will recordable contracts be executed for the sale of excess lands or be accepted as a condition for delivery of water from the Project to First Phase Continuation Acres served under the terms of this agreement.

## RULES AND REGULATIONS


15. The United States or the District may make rules and regulations, not inconsistent with the provisions of this contract, and the Landowner shall observe the same. Attached hereto and hereby made a part of this contract are rules and regulations entitled, "Rules and Regulations for Water Service Contracts for First Phase Continuation Acres, East Columbia Basin Irrigation District." Said Rules and regulations shall be duly complied with by the Landowner. The District reserves the right to hereafter formulate and adopt such supplemental rules and regulations as it may deem necessary or advisable for the distribution and management of First Phase Continuation Water and such supplemental rules and regulations shall be adhered to by the Landowner, his heirs, administrators, executors, assigns and successors.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date first above written.

(SEAL)

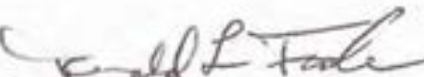


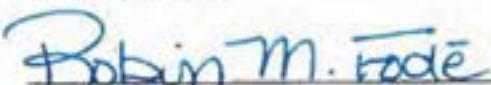
ATTEST:

  
\_\_\_\_\_  
District Secretary

EAST COLUMBIA BASIN IRRIGATION DISTRICT

  
\_\_\_\_\_  
President of the Board

  
\_\_\_\_\_  
Ronald L. Fode

  
\_\_\_\_\_  
Robin M. Fode

1353932 10/13/2015 12:40 PM WSC  
Page 7 of 12 R 84.80 Grant Co., WA  
RONALD FODE





# TRACT 2 WATER CONTRACT

STATE OF WASHINGTON )  
County of )

On this 7<sup>th</sup> day of October, 2015 Personally appeared before me Boe Clausen, to me known to be the President of the Board of Directors of the East Columbia Basin Irrigation District, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)



Steven W. Kimble  
Notary Public in and for the  
State of Washington  
Residing at: Warden  
Commission expires: 7/1/2018

STATE OF Washington )  
County of Grant )

On this day personally appeared before me Ronald L. & Robin M. Fode, to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that they signed the same as they're free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 16<sup>th</sup> day of September, 2015.



Mckenzie Morris  
Notary Public in and for the  
State of Washington  
Residing at Abneth  
Commission Expires: 10/30/2018

1353932 10/13/2015 12:48 PM WSC  
Page 8 of 12 R 04.00 Grant Co, WA  
RONALD FODE



# TRACT 2 WATER CONTRACT

## RULES AND REGULATIONS FOR WATER SERVICE CONTRACTS FOR FIRST PHASE CONTINUATION ACRES EAST COLUMBIA BASIN IRRIGATION DISTRICT

The following Rules and Regulations and the District wide Rules and Regulations annually adopted by the Board of Directors of the East Columbia Basin Irrigation District which are incorporated herein by reference shall be a part of this water service contract granted by the East Columbia Basin Irrigation District for the Irrigation of First Phase Continuation Acres and the terms and conditions thereof, where applicable as determined by the District, shall be fully complied with by the Landowner.

### I.

#### Construction of Irrigation Facilities to Serve Landowner's Lands

1. Landowner shall obtain a District permit approving of the plans for the construction of irrigation facilities, including but not limited to the diversion facilities, water measuring device and the pumping plant. Construction shall be subject to the approval of the District and shall be at Landowner's expense. The diversion facilities and the water measuring device shall be under the District's exclusive control.
2. The Landowner shall furnish to the District construction plans. The plans shall include a lockable headgate, which shall be under the control of the District, water measuring device and pumping plant. The plans shall show in detail the location of the proposed diversion facilities, water measuring device, pumping plant, the power meter(s), and the size and length of the pipelines, together with any such other information as may be required by the District Manager. Landowner shall furnish to the District a map showing the location of the distribution system, including dimensions of circle sprinkled areas and other areas and the acreage to be irrigated, and the point of water diversion from the Landowner's pipeline or other conveyance facility to each of said areas. If the size of a Landowner's proposed diversion, in the event of an operation failure, could adversely affect the District's operation, the District may require the Landowner to install an automatic alarm system.
3. An approved water flow meter shall be installed by the Landowner at the location designated by the District Manager and shall be of the type and size required by the District. The meter shall be for the purpose of determining the amount of water used by the Landowner and shall be read and recorded by the District at such times as deemed necessary by the District. All water diverted from the District's facility must be measured. In the event the water flow meter becomes inoperative, the District Manager shall estimate the amount of water diverted under this contract for the irrigation of any lands served from the headgate, and such estimate and the resulting cost of water so estimated to have been diverted shall be binding upon and shall be paid for by the Landowner as in this contract provided.
4. The Landowner shall secure or convey a valid nonexclusive, perpetual easement(s) over the land on which the diversion facilities, water measuring device, pumping plant, power meter and distribution system and other required facilities are to be installed and constructed. Said easement(s) shall include the District's right of vehicular ingress and egress over, along and across the lands described in the easement(s) for purposes of conducting operation and maintenance activities, for the purpose of determining whether the terms and conditions of this contract are being kept and performed, and for other uses and purposes relative to this contract. The area of said easement shall be that required by the District, which shall include any necessary ingress and egress thereto. The District's title to said easements shall be subject to District approval and any title costs incurred in determining the validity of the District's title shall be paid for by the Landowner.

### II.

1353932 10/13/2015 12:40 PM WSC  
Page 9 of 12 R 84.00 Grant Co., IA  
RONALD FOOTE





# TRACT 2 WATER CONTRACT

## Miscellaneous Provisions

1. The District, in the event it becomes necessary to enforce the terms and conditions of this contract, in its sole and uncontrolled discretion, may shut off the water to enforce the terms of this contract by locking the diversion facility.
2. The Landowner shall pay annually the cost of the minimum quantity of water and shall pay for such additional water utilized, all as provided for in this contract. In the event more than one area of land is being irrigated from a single diversion facility, additional quantities of water utilized over the minimum quantity shall be prorated among the two or more separate areas of land entitled to receive water and payment therefore shall be as in this contract provided.
3. Water will not be diverted from the District's facility by the Landowner at such time, during the year that the District, in its sole and uncontrolled discretion in considering the best interests of all water users of the District, determines that water should not be made available from its facilities.
4. Unless the written consent of the District is obtained, Landowner shall not irrigate, nor cause or permit any land to be irrigated from the Landowner's irrigation facilities, any land other than that described in this contract, nor shall any water from the District's facility be utilized for any purpose other than agricultural irrigation of land in parcels comprising not less than forty (40) irrigable acres.
5. In the case of a common pipeline constructed from the point of diversion of water from the District's facility to serve the lands of the Landowner, or any land to be served therefrom under any other water service contract entered into by the District with any third party or parties, and in the event the Landowner, or any third party utilizing said common pipeline, or any of them, or their lessees, heirs, assigns or successors, fails to pay to the District any amounts due under this contract, or any amendment or modification thereof, or fails to perform any other term or condition of this contract, the District may, at its sole and uncontrolled discretion and without liability to any person, shut off the water at the point of diversion from the District's facility until such default has been corrected, or the District may take any other enforcement action herein provided. The fact that one or more persons has complied with all contract requirements shall not derogate from this provision.
6. Because of the demand for the District's available water, no water service contracts shall be granted for the irrigation of lands other than by sprinkler irrigation. Variations from this condition will be permitted only if specifically authorized by the Board of Directors of the District.
7. The District shall not be liable for the construction, breaking, leakage, repair or maintenance of any pipeline, including any common pipeline serving Landowner's lands and/or lands of any third party, nor for the securing and retention by the Landowner and/or any third party of any easement or right-of-way required for the delivery of water to the Landowner's lands or to the lands of any third party which may be served by any common pipeline. The District shall not be responsible for any damage, loss, cost or expense, occasioned to the Landowner or any other person, from the construction, breaking, leaking, seepage, or operation of any of the irrigation facilities, including pipelines, of the Landowner, and the Landowner shall hold the District harmless from any such loss, cost or expense.
8. To enable the District to comply with the excess lands provisions of the District's Repayment Contract dated December 18, 1968, with the United States of America, all land ownerships of the Landowner, or any of them, or any transfer thereof, must be recorded with the Auditor of the county in which the land is located. In the event a Landowner, or any of them, or any third party, being served from the District's facility becomes the owner of excess lands, by operation of law or otherwise, and in the event the lands are being supplied with irrigation water by a common pipeline in conjunction with other Landowners, the District shall refuse to deliver water to the common pipeline from its facilities for the excess Landowner unless and until the excess status of any Landowner or third party shall have been resolved.

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Page 18 of 12 R 84.00 Grant Co, IA  
RONALD FODE









# TRACT 2 WATER COSTS

## EAST COLUMBIA BASIN IRRIGATION DISTRICT

55 N 8th Ave. - P.O. Box E • Othello, WA 99344  
TELEPHONE (509) 488-9671 • FAX (509) 488-6433

Ronald Fode  
4943 Road N Ne  
Moses Lake, WA 98837

### 2016 IRRIGATION ASSESSMENT

Block/Unit: 190-040-805-000-00	Ride: 513	O&M (First Phase)	7,692.42
Account Number: 585		Reserve (First Phase)	76.92
Irrigable Acres: 159.00		Construction (First Phase SBS&T)	1,431.00
Base Water SFD: 240.48		Pump Charge 1	159.00
		Pump Charge 2	111.30
		Construction (First Phase)	418.17
		Account Fee	14.14
		Meter Fee	50.00
		<b>TOTAL ASSESSMENT</b>	<b>9,952.95</b>

- \*Annual reporting or verification of land holding is a condition for the receipt of water under the Reclamation Reform Act of 1982.
- \* Assessments are payable Feb 15th and are delinquent if not paid on or before April 30. If water is not used, first half may be paid on or before April 30 and the balance paid on or before October 31.
- \*Half payment not permitted if less than \$10.00.
- \* Payment in full is required before water will be delivered.
- \*Assessments must be paid every year whether water is used or not.
- \* Interest charged will be 1% per month as of the 1st day from the month of delinquency
- \* If property has been sold, forward to new owner or contact the Othello Office.

**Detach and mail with payment or bring in if paying in person**

190-040-805-000-00

Ride: 513

Ronald Fode

TOTAL ASSESSMENT

9,952.95

Account Number: 585

Amount Paid: \_\_\_\_\_



Please remit to: EAST COLUMBIA BASIN IRRIGATION DISTRICT  
P. O. Box E  
Othello WA 99344



# TRACT 2 PRELIMINARY TITLE

*Cover page for:*

## **Preliminary Title Insurance Schedules**

*Prepared by:*

**Stewart Title Corporation**

---

## **Auction Tract 2 (Grant County)**

---

*For auction conducted on March 24, 2016 by:*

**Chuck Yarbro Auctioneers**

*On behalf of:*

**Ron and Robin Fode**

# TRACT 2 PRELIMINARY TITLE

**stewart title**

Stewart Title Company  
117 East Fourth Avenue  
Moses Lake, WA 98837  
Phone: (509) 765-3483

Order Number: 01260-6347

Title Officer: **Danielle Summers**  
Phone: (509) 765-3483  
Email: Danielle.Summers@stewart.com

Customer Reference:  
01260-6347

## SCHEDULE A

1. **Effective Date:** February 09, 2016 at 8:00 AM

2. **Policy Or Policies To Be Issued:**

(X) ALTA OWNER'S POLICY, (6/17/06)	<b>Amount:</b>	\$0.00
(X) STANDARD ( ) EXTENDED (Underwriting fee - 11%)	<b>Premium:</b>	
	<b>Tax:</b>	
	<b>Total:</b>	

Proposed Insured: **To be determined**

( X ) ALTA EXTENDED LOAN POLICY (6/17/06)	<b>Amount:</b>	To Be Determined
(Underwriting fee - 11%)	<b>Premium:</b>	
	<b>Tax:</b>	
	<b>Total:</b>	

SIMULTANEOUS ISSUE RATE

Proposed Insured: **To be determined**

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

Fee Simple

4. **Title to said estate or interest in said land is at the effective date hereof vested in:**

Ronald L Fode and Robin M Fode, husband and wife

5. **The land referred to in this commitment is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO

# TRACT 2 PRELIMINARY TITLE

## EXHIBIT "A" LEGAL DESCRIPTION

Southwest quarter of Section 2, Township 19 North, Range 29, E.W.M., Records of Grant County, Washington.

TOGETHER WITH a 15 foot water pipeline easement from the intersections of Roads "6" and "O" N.E. which is the Northwesterly corner of the Northwest quarter to center of Section 3, Township 19 North, Range 29 E.W.M., and then runs directly East from the center of said Section 3, Township 19 North, Range 29, E.W.M., until the pipeline adjoins the Western border of Section 2, Township 19 North, Range 29 E.W.M., records of Grant County, Washington, recorded June 15, 2005, under Auditor's File No. 1171034.



# TRACT 2 PRELIMINARY TITLE

## COMMITMENT FOR TITLE INSURANCE SCHEDULE B Part I

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

### GENERAL EXCEPTIONS

- A. Taxes or assessments which are not shown as existing liens by the public records.
- B. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described (i), (ii) & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- C. Extended coverage exceptions as follows:
  - (1) Rights or claims of parties in possession not shown by the public records.
  - (2) Easements, claims of easement or encumbrances which are not shown by the public records.
  - (3) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises and which are not shown by the public records.
  - (4) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished imposed by law and not shown by the public records.
- D. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
- E. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
- F. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.

### SPECIAL EXCEPTIONS FOLLOW

# TRACT 2 PRELIMINARY TITLE

## COMMITMENT FOR TITLE INSURANCE SCHEDULE B Part I

### SPECIAL EXCEPTIONS

1. Payment of Real Estate Excise Tax, if required.

The property described herein is situated within the boundaries of local taxing authority of unincorporated Grant County.

Present Rate of Real Estate Excise Tax as of the date herein is 1.78% and the levy code is 0078.

2. 2016 Property Taxes With Current Use Exemption became a Lien January 1, 2016. They are not yet ascertainable or payable until February 15, 2016.

Levy Code:	0078
Tax Account No.:	<b>18-0147-000</b>
Land:	\$589,050
Improvements:	\$0

Note: Taxes and Charges for 2015 were paid in full in the amount of \$1,978.08. Without Exemption \$6,309.50

3. This land is included within the East Columbia Basin Irrigation District and is subject to laws of the United States and the State of Washington relative to the Columbia Basin Project and **is liable for further assessments, if any, levied by said District.**

4. Mortgage and the terms and conditions thereof, as to Easement portion only:

Mortgagor:  
Mortgagee:  
Amount:  
Dated:  
Recorded:  
Recording No.:

The amount now secured by said Mortgage and the terms upon which the same can be discharged or assumed should be ascertained from the holder of the indebtedness secured.

Consent to Easement recorded June 24, 2005 under Auditor's File No. 1171798.

5. Mortgage and the terms and conditions thereof:

Mortgagor:  
Mortgagee:  
Amount:  
Dated:  
Recorded:  
Recording No.:  
Affects:

The amount now secured by said Mortgage and the terms upon which the same can be discharged or assumed should be ascertained from the holder of the indebtedness secured.

Assignment of said Deed of Trust:

Assignee:  
Recorded:  
Recording No.:

6. Terms, covenants and conditions contained in Application for Current Use Classification, entered into pursuant to RCW 84.34 (including potential liability for future applicable taxes, special Benefit assessments levied by local



# TRACT 2 PRELIMINARY TITLE

governments, penalties and interest upon breach of, or withdrawal from, said classification); notice of approval being recorded May 24, 1984 under Auditor's File No. 758375.

7. Any security interest in crops growing or to be grown on said premises or in any goods which are or may become fixtures located on said premises created or existing under provisions of the Uniform Commercial Code R.C.W. 62A.
8. As to Easement portion:  
Terms, covenants and conditions contained in Application for Current Use Classification, entered into pursuant to RCW 84.34 (including potential liability for future applicable taxes, special Benefit assessments levied by local governments, penalties and interest upon breach of, or withdrawal from, said classification); notice of approval being recorded March 8, 1984 under Auditor's File No. 754898.
9. As to Easement Portion:  
Irrigation power agreement and right of way easement for electric distribution lines, together with the necessary appurtenances, granted by instrument recorded December 29, 1977 and May 12, 1985 under Auditor's File No. 662018 and 772014 by and between Public Utility District NO. Two of Grant County and the landowner, provided electric service for irrigation use; including (among other matters), provisions for a lien to arise as security for payment of any charges provided for therein which remain unpaid.
10. As to Easement Portion:  
Irrigation power agreement and right of way easement for electric distribution lines, together with the necessary appurtenances, granted by instrument recorded August 19, 1975 under Auditor's File No. 622225 and 622226 by and between Public Utility District NO. Two of Grant County and the landowner, provided electric service for irrigation use; including (among other matters), provisions for a lien to arise as security for payment of any charges provided for therein which remain unpaid.
11. Easement for electric distribution lines, together with the necessary appurtenances, including the terms, covenants and provisions thereof, as granted by instrument recorded May 17, 1950, under Auditor's File No. 157204;  
To: Public Utility District No. Two  
Affects: Easement portion
12. Right of way for roads, drains and canals as shown on the face of the said plat.
13. As to Easement Portion:  
Reservations contained in the deed recorded March 21, 1985, under Auditor's File No. 769651, in favor of Edna Deptuch, formerly Edna LEitz, a married woman, as her separate estate, in part as follows:  
A) Rights of way for ditches and canals  
B) All minerals, including source material  
C) All presently used right of way and all easements of record, if any
14. As to Easement Portion:  
Reservations and recitals contained in the deed from the United States of America, recorded January 27, 1953 and March 16, 1960, under Auditor's File No. 196518 and 359920, in part as follows:  
A) Rights of way for ditches and canals  
B) All minerals, including source material  
C) All presently used right of way and all easements of record, if any
15. As to Parcel 8:  
First Phase Continuation across interruptible water service contract (East Columbia Basin Irrigation District) Columbia Basin Project, Washington, between East Columbia Basin Irrigation District and Ronald L. & Robin M. Fode, recorded June 3, 2005 and October 13, 2015 under Auditor's File Nos. 1170432 and 1107433 and 1353932.



# TRACT 2 PRELIMINARY TITLE

16. Irrigation Water Agreement and the terms contained therein:

Grantor: Fode Land Company, LLC, a Washington limited liability company  
Grantee: Ron L. Fode and Robin M. Fode, husband and wife  
Recorded: August 19, 2010  
Recording No: 1275086

Assignment of Irrigation Water agreement and the terms contained therein:

Assignor:  
Assignee:  
Recorded:  
Recording No:

17. Memorandum of Amended Farm Lease and the terms contained therein:

Between:  
And:  
Recorded:  
Recording No:

18. Right of First Refusal and the terms contained therein

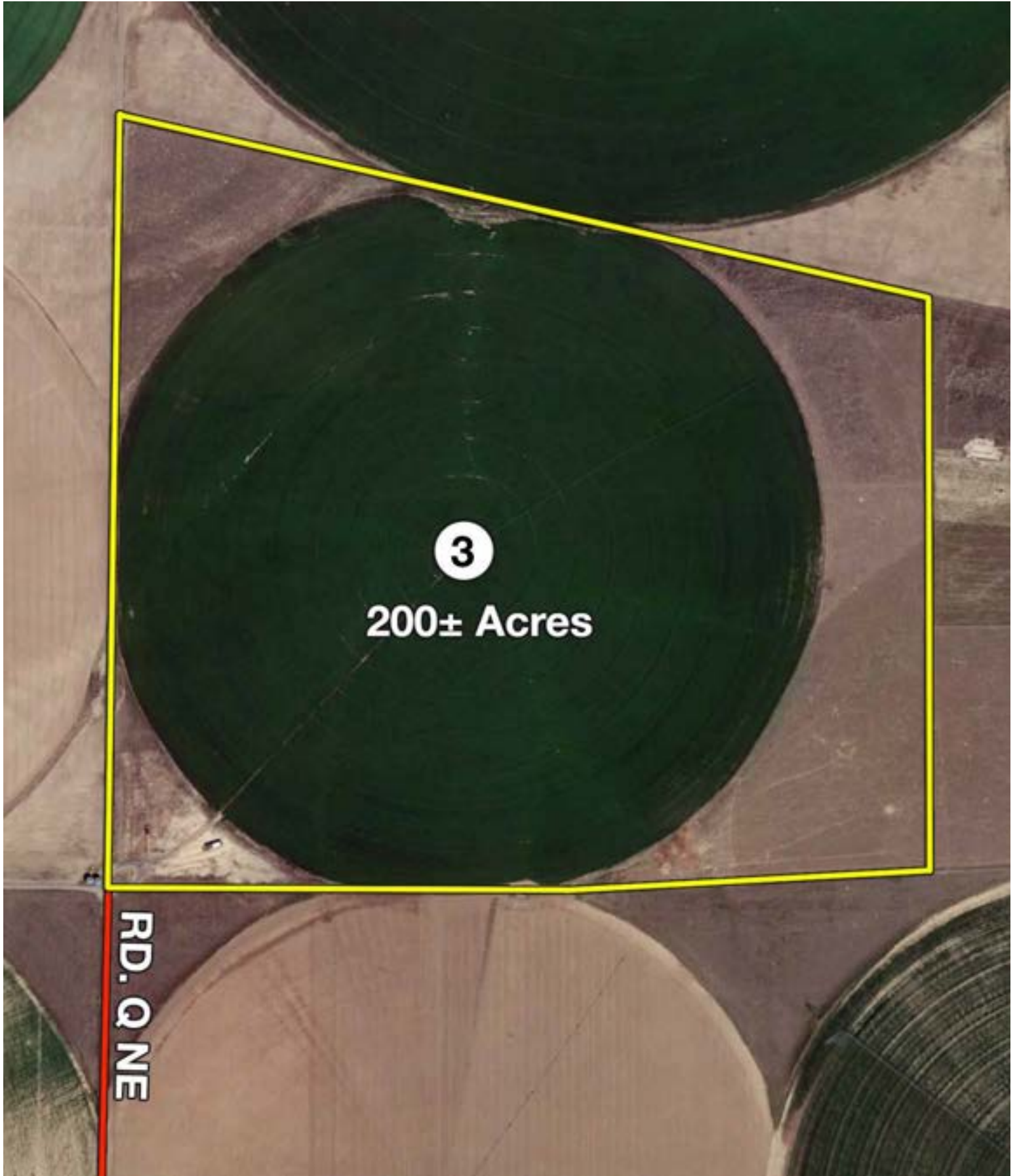
Grantor: Ron Fode and Robin Fode, husband and wife  
Grantee: Wheeler Land Holding, LLC, a Washington limited liability company  
Recorded: October 30, 2013  
Recording No: 1325155

19. Memorandum of Farm Lease and the terms contained therein:

Between:  
And:  
Recorded:  
Recording No:

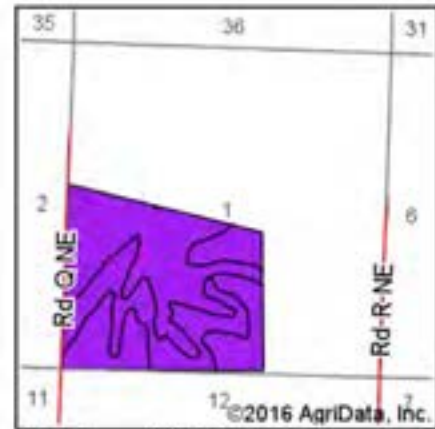
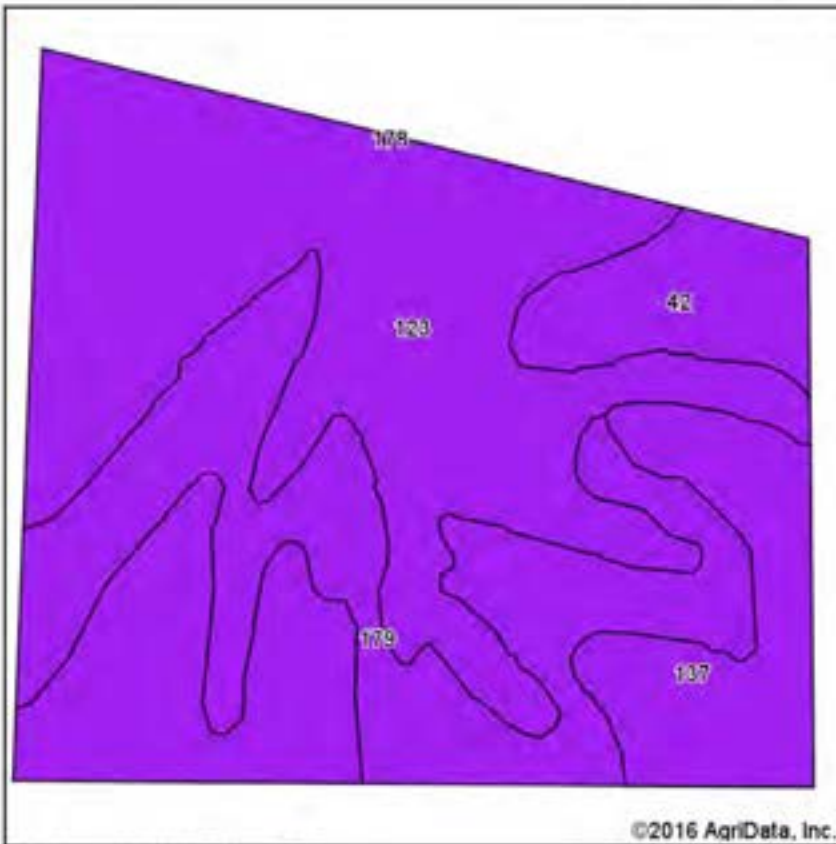
**END OF SPECIAL EXCEPTIONS**

# TRACT 3 AERIAL MAP



# TRACT 3 SOILS MAP

## Soils Map



State: **Washington**  
 County: **Grant**  
 Location: **1-19N-29E**  
 Township: **Wilson Creek**  
 Acres: **200.14**  
 Date: **2/9/2016**



Soils data provided by USDA and NRCS.

### Area Symbol: WA025, Soil Area Version: 9

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Irr Class *c	Alfalfa hay Irrigated	Dry beans Irrigated	Corn Irrigated	Pasture Irrigated	Dry peas Irrigated	Irish potatoes Irrigated	Winter wheat Irrigated	Winter wheat	Hops Irrigated	Distillate mint Irrigated	Grass legum hay Irrigate
123	Sagehill very fine sandy loam, 5 to 10 percent slopes	87.15	43.5%		Vle	IVe	8	35	180	14	2200	500	140				
179	Warden silt loam, 5 to 10 percent slopes	52.41	26.2%		Vle	IVe	8	35	170		2300	25	130	15			
137	Shano silt loam, 2 to 5 percent slopes	46.58	23.3%		Vle	Ile	7		165	14		26	125	15	2400	110	
42	Ephrata fine sandy loam, 5 to 10 percent slopes	14.00	7.0%		Vle	IVe	8	30	185			24	110				
<b>Weighted Average</b>							<b>7.8</b>	<b>26.5</b>	<b>172.8</b>	<b>9.4</b>	<b>1560.3</b>	<b>232</b>	<b>131.8</b>	<b>7.4</b>	<b>558.6</b>	<b>25.6</b>	

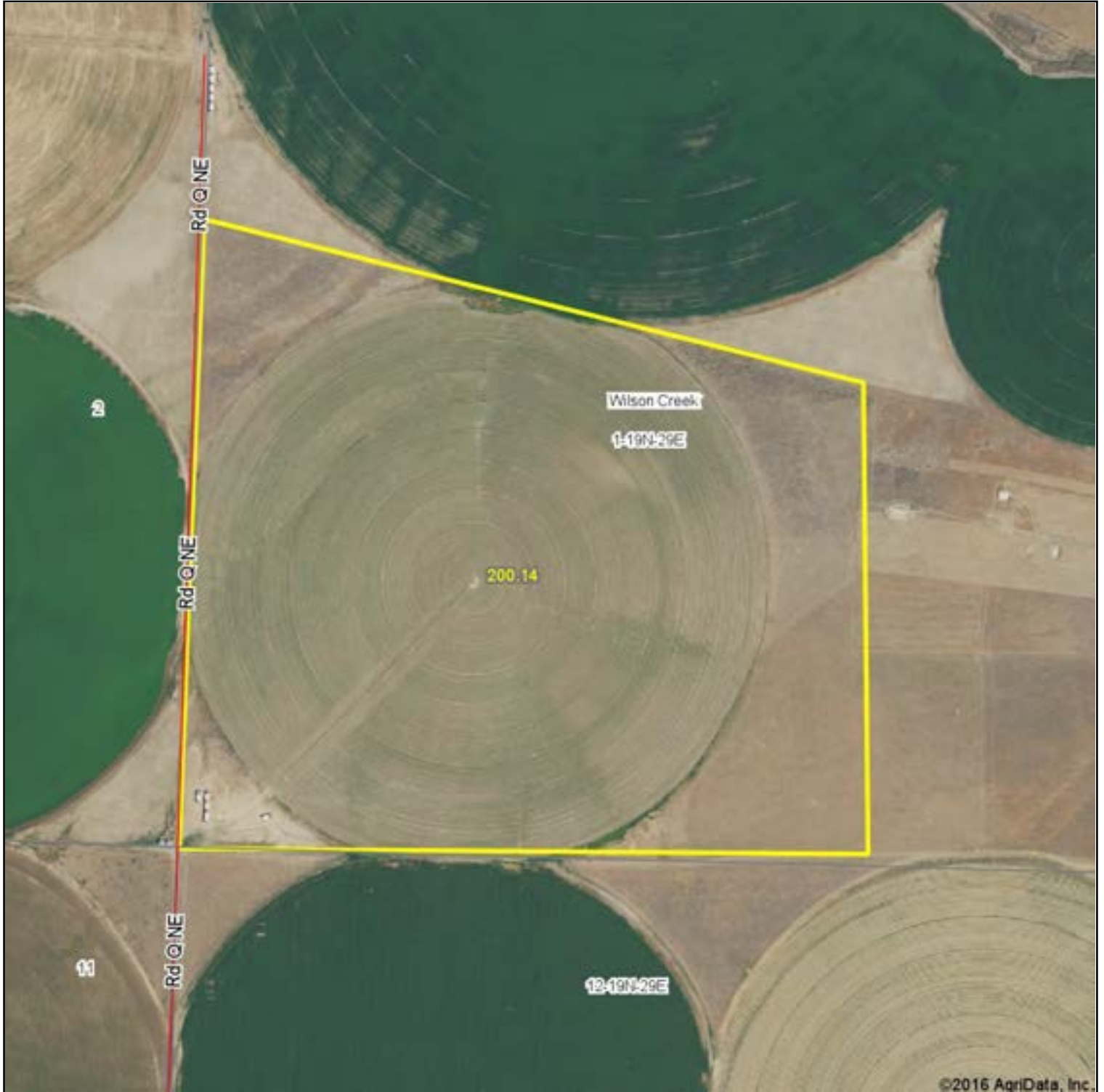
Area Symbol: WA025, Soil Area Version: 9

\*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils data provided by USDA and NRCS.



# TRACT 3 FSA MAP



©2016 AgriData, Inc.

map center: 47° 9' 48.24, 119° 7' 18.65

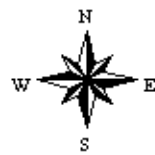


**CHUCK YARBRO**  
AUCTIONEERS

Maps Provided By:

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**1-19N-29E**  
**Grant County**  
**Washington**



2/9/2016

Field borders provided by Farm Service Agency as of 5/21/2008.

# TRACT 3 WATER EASEMENT

JUN 10 2005 17:30 FR BANK OF AMERICA

509 765 2953 TO 19163734543

P.02/06



1171034

Page: 1 of 5

06/14/2005 09:37A

Ron Fode  
41943 Rd 11 NE  
MOSES LAKE, WA 98837

No 1% Real Estate Sales Tax Due  
This instrument exempt per R.C.W. 82.45  
Darryl Pheasant, Treasurer Grant County

## ***WATER PIPELINE EASEMENT***

FILED FOR RECORD AT REQUEST OF:

\_\_\_\_\_  
Moses Lake, WA 98837

The Grantors, Fode Land Company, L.L.C. of Moses Lake, Washington, for and in consideration of Conveyance of Easement, convey and quit claim to the Grantees, RON FODE and ROBIN FODE, his wife, of Moses Lake, Washington, an appurtenant 15 foot WATER PIPELINE EASEMENT for the installation, operation, maintenance, repairing, and rebuilding of an underground irrigation mainline and pump station together with the necessary ingress and egress in the following described real estate situated in Grant County, Washington:

### **THE SUBSERVIENT ESTATE:**

Section 3, Township 19 North, Range 29 E.W.M., Grant County, Washington, there of filed records of Grant County, Washington. See attached map. # 18-0149-000

and

### **for the benefit of the BENEFICIARY ESTATE:**

Section 1 and 2, Township 19 North, Range 29 E.W.M., Grant County, Washington.

It is understood that the pipeline runs from the intersection of Roads "6" and "O" N.E. which is the Northwesterly corner of the Northwest quarter to the center of Section 3, Township 19 North, Range 29 E.W.M., Grant County, WA and then runs directly east from the center of said Section 3 Township 19 Range 29 until the pipeline adjoins the western border of Section 2 Township 19 Range 29 parcels #180143000, #180145000, #180144000

# TRACT 3 WATER EASEMENT

Said water pipeline easement is 15 feet wide, with a right to install, operate, repair, and maintain the water line together with access thereto.

These easements shall run with the land and shall be a covenant running with the land, perpetual in nature and effect.

DATED this 10<sup>th</sup> day of June, 2005

Roy Fode

ROY FODE Manager, Fode Land Company LLC; Grantor

Patty Fode

PATTY FODE Manager, Fode Land Company LLC; Grantor

CALIFORNIA  
STATE OF WASHINGTON )  
County of Grant SACRAMENTO ) ss.

On this day personally appeared before me Roy and Patty G. Fode of Fode Land Company, L.L.C. known to me to be the individuals described herein, who executed this instrument hereto and foregoing, and acknowledged that they signed the same of their free and voluntary will and deed for the uses and purposes herin mentioned.

Given under my hand and official seal this 10TH day of JUNE, 2005.



Robert J. Guthertz

Notary Public for ~~Washington~~ CA  
residing at 1209 EL TORO WAY, SACRAMENTO, CA  
My commission expires: \_\_\_\_\_

1171034  
Page: 2 of 5  
06/14/2005 09:37A  
TERI HERR EASE 23.00 Grant Co Aud



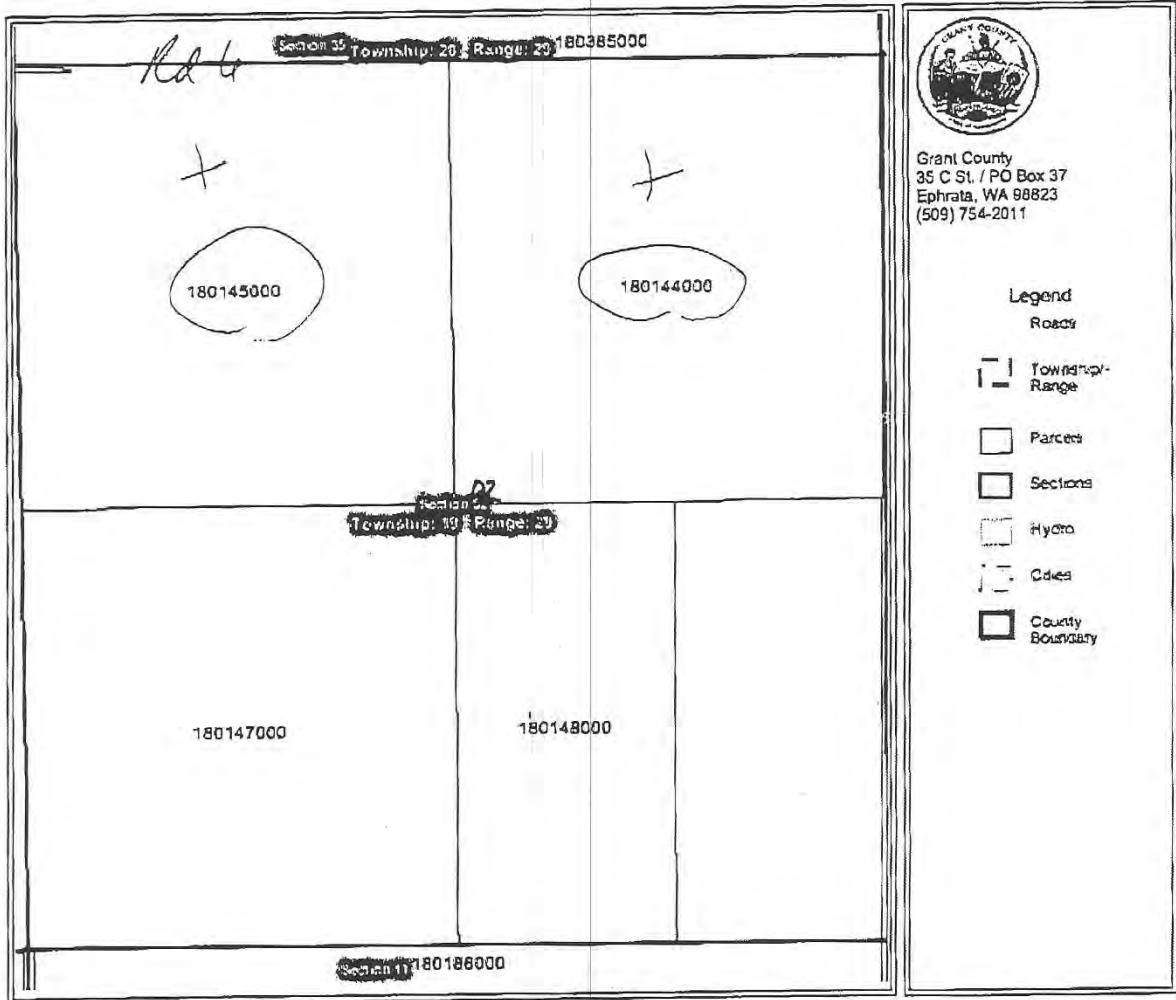


# TRACT 3 WATER EASEMENT

JUN 10 2005 17:31 FR BANK OF AMERICA  
Grant County Web Maps - Selected Area

509 765 2953 TO 19163734543

P. 05/06  
Page 1 of 1



Comments

2-19-29

**DISCLAIMER**

These maps should not be construed as legal advice or legal opinion on any specific facts or circumstances. The contents are intended for general information purposes only, and you are urged to consult your own lawyer concerning your own situation and any specific questions you may have. Infrastructure records, drawings, and other documents have been gathered over many decades, using differing standards for quality control, documentation and verification. All of the data provided represents current information in a readily available format. While the data is generally believed to be accurate, occasionally it proves to be incorrect; thus its accuracy is not warranted. Prior to making any property purchases or investments based in full or in part upon the material provided, it is specifically advised that you independently field verify the information contained in county records.



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Page: 4 of 5  
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23.00 Grant Co Aud

509 765 2953

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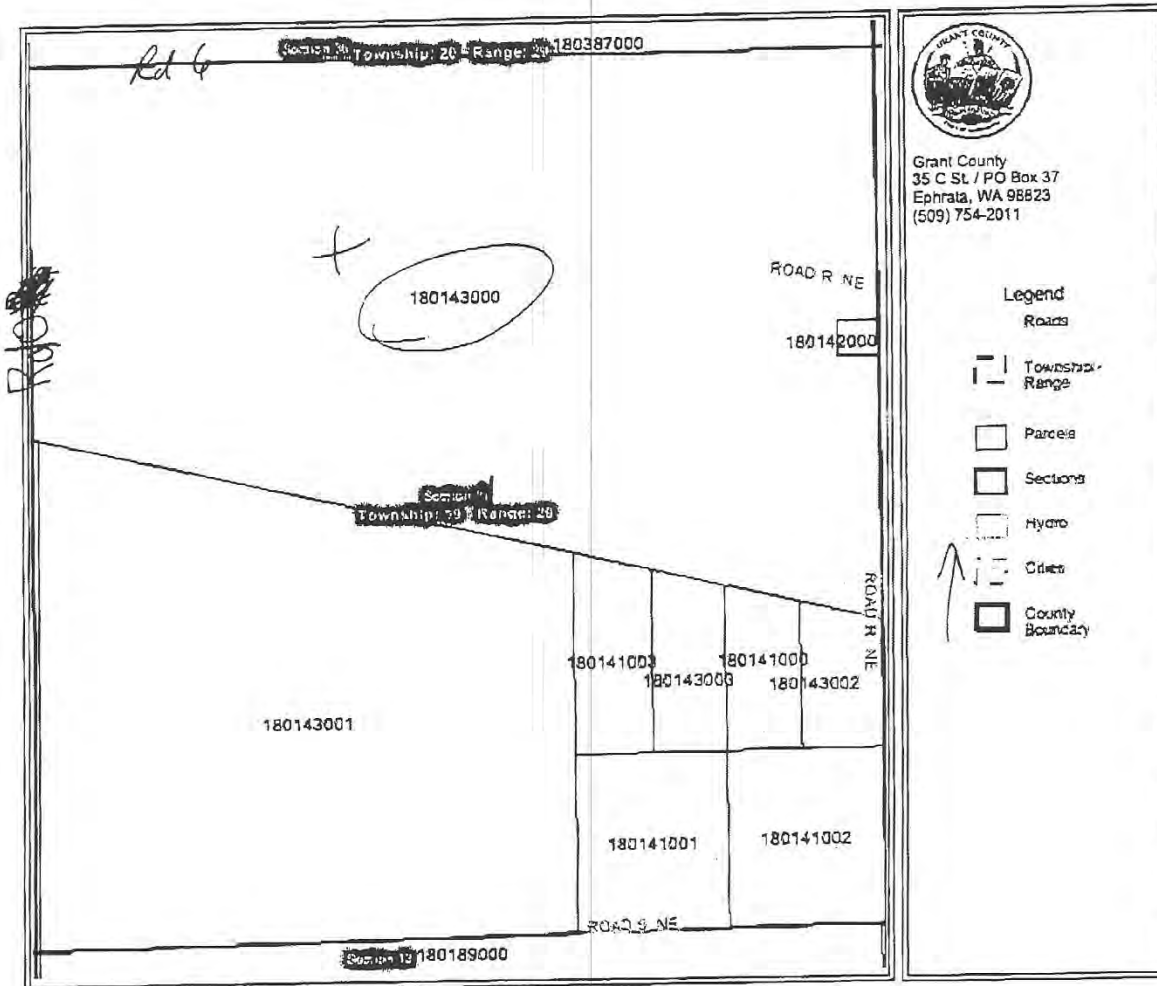
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# TRACT 3 WATER EASEMENT

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Grant County Web Maps - Selected Area

509 765 2953 TO 19163734543

P.06/06  
page 1 of 1



Comments

1-19-29

**DISCLAIMER**

These maps should not be construed as legal advice or legal opinion on any specific facts or circumstances. The contents are intended for general information purposes only, and you are urged to consult your own lawyer concerning your own situation and any specific questions you may have. Infrastructure records, drawings, and other documents have been gathered over many decades, using differing standards for quality control, documentation and verification. All of the data provided represents current information in a readily available format. While the data is generally believed to be accurate, occasionally it proves to be incorrect; thus its accuracy is not warranted. Prior to making any property purchases or investments based in full or in part upon the material provided, it is specifically advised that you independently field verify the information contained in county records.

1171034  
Page: 5 of 5  
06/14/2005 09:37A  
TERI HERR EASE 23.00 Grant Co Aud

6/9/2005

\*\* TOTAL PAGE.06 \*\*



# TRACT 3 WATER EASEMENT 2

**SACKMANN LAW OFFICE**  
**ATTORNEY AT LAW** **STEVEN H. SACKMANN**

455 HEMLOCK STREET, SUITE A  
POST OFFICE BOX 409  
OTHELLO, WASHINGTON 99344

Tel. (509) 488-5636  
Fax. (509) 488-6126  
E-Mail. [steve@sackmannlaw.com](mailto:steve@sackmannlaw.com)

June 24, 2014

Mr. and Mrs. Ron Fode  
4943 Road "N" Northwest  
Moses Lake, Washington 98837

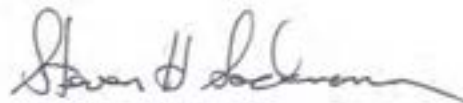
Re: Fode / Kiesz Easement  
My File No.: 6979-14

Dear Ron:

Please find enclosed the ORIGINAL Grant of Easement which has been recorded with the Grant County Auditor. I have retained a copy for my file and have supplied a copy to Mr. and Mrs. Kiesz for their records. Thank you.

Very truly yours,

SACKMANN LAW OFFICE



Steven H. Sackmann  
Attorney at Law

SHS:nda  
Enclosure

# TRACT 3 WATER EASEMENT 2

1333590 06/06/2014 10:53 AM EASE  
Page 1 of 6 R 77.00 Grant Co, WA  
SACKMANN LAW OFFICE



No 1% Real Estate Sales Tax Due  
This instrument exempt per R.C.W. 82.45  
Darryl Pheasant, Treasurer Grant County

Return to:

Steven H. Sackmann  
Sackmann Law Office  
P. O. Box 409 - 455 E. Hemlock, Suite A  
Othello, Washington 99344

## GRANT OF EASEMENT

Auditor file number of document to be released or assigned  
(if applicable) \_\_\_\_\_

1. Additional references on page \_\_\_\_\_ of document

Grantor

1. Randy L. Kiesz and Michele P. Kiesz, husband and wife

Grantee

1. Ronald L. Fode and Robin M. Fode, husband and wife

Legal Description (lot, block, plat or section, township, range)

1. That portion of Section 2, Township 19 North, Range 29 EWM (Kiesz)

2. That portion of Section 1, Township 19 North, Range 29 EWM (Fode)

3. That portion of Section 2, Township 19 North, range 29 EWM (Fode)

Additional legal description on page 2 of document

Assessor's property tax parcel or account number

1. 18-0144-000 (Kiesz)

2. 18-0143-001 (Fode)

3. 18-0145-000 (Fode)

GRANT OF EASEMENT - 1

# TRACT 3 WATER EASEMENT 2

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantors, RANDY L. KIESZ and MICHELE P. KIESZ, husband and wife, hereby grant and convey to Grantee, RONALD L. FODE, a married man dealing with his separate property, and to his heirs, successors in interests and assigns, a perpetual easement on, under and across the real estate hereinafter described to construct, maintain, repair and/or replace the buried underground 15" pipeline for the purpose of conveying water under and through the lands hereinafter described, together with the right to excavate and refill ditches and trenches for the location of such pipeline, and the further right to remove any obstructions interfering with the location, construction and maintenance of said pipeline.

The easement shall be located at its present location along the Southern boundary of the Northeast Quarter of Section 2, Township 19 North, Range 29 EWM, Grant County, Washington as shown on attached Exhibit "A".

This easement is for the benefit of and appurtenant to that land or any portion thereof located:

**Grant County Tax Parcel No.: 18-0143-001 (Fode):**

The most Westerly 200 acres of the following described land lying in Section 1, Township 19 North, Range 29 E.W.M., Grant County, Washington 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 1/4 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 1/4 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 1/4 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 1/4 corner and the terminus of said line.

GRANT OF EASEMENT - 2

1333590 06/06/2014 10:53 AM EASE  
Page 2 of 6 R 77.00 Grant Co., WA  
SACKMANN LAW OFFICE





# TRACT 3 WATER EASEMENT 2

Grant County Tax Parcel No.: 18-0145-000 (Fode):

The Northwest Quarter of Section 2, Township 19 North,  
Range 29 E.W.M., Grant County, Washington.


Grantee covenants with Grantor that he, his heirs or assigns will pay for any damages done to the crops of Grantor, or any tenant or licensee of Grantor, during the construction, installation, maintenance or repair of the buried pipeline, and will repair or replace any existing tilling which might be damaged during construction or repair, and will restore the surface the ground in as good a condition when entered upon by Grantee or his agents.

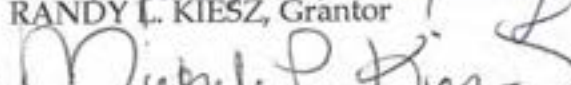
It is expressly agreed that the payment for any damages when so determined shall be made in cash, immediately, and if Grantor and Grantee shall not by their mutual agreement determine the amount of such damages, all questions then existing as to the amount of damages shall be submitted to and determined by arbitration in accordance with the rules of the American Arbitration Association.

Grantor reserves the right to maintain and operate irrigation systems and irrigation circles over and across the buried pipeline and reserves all other uses of the surface or subsoil not incompatible with the existence of the buried pipeline.

Grantor further reserves the right to move the location of the buried underground pipe at its expense at any time to accommodate construction of improvements on Grantor's property.

DATED this 20<sup>th</sup> day of May, 2014.

  
\_\_\_\_\_  
RANDY L. KIESZ, Grantor

  
\_\_\_\_\_  
MICHELE P. KIESZ, Grantor

  
\_\_\_\_\_  
RONALD L. FODE, Grantee

  
\_\_\_\_\_  
ROBIN M. FODE, Grantee

GRANT OF EASEMENT - 3

1333590 06/06/2014 10:53 AM ERSE  
Page 3 of 6 R 77.00 Grant Co, WA  
SACKMANN LAU OFFICE



# TRACT 3 WATER EASEMENT 2

STATE OF WASHINGTON )  
COUNTY OF Adams ) ss

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RANDY L. KIESZ to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20<sup>th</sup> day of May, 2014.



Virginia L. Jones (Virginia L. Jones)  
(Print Name) \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Washington, residing at Ritzville  
My Commission Expires 1-9-16

STATE OF WASHINGTON )  
COUNTY OF Adams ) ss

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared MICHELE P. KIESZ to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20 day of May, 2014.



Virginia L. Jones  
(Print Name) Virginia L. Jones  
Notary Public in and for the State of \_\_\_\_\_  
Washington, residing at Ritzville  
My Commission Expires 1-9-16

GRANT OF EASEMENT - 4

1333590 06/06/2014 10:53 AM EASE  
Page 4 of 6 R 77.00 Grant Co, WA  
SACKMANN LAW OFFICE



# TRACT 3 WATER EASEMENT 2

STATE OF WASHINGTON )  
COUNTY OF Grant ) ss

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RONALD L. FODE to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21<sup>st</sup> day of May, 2014.



Tina M Holm  
(Print Name) Tina M Holm  
Notary Public in and for the State of  
Washington, residing at Moses Lake  
My Commission Expires 4-21-15

STATE OF WASHINGTON )  
COUNTY OF Grant ) ss

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ROBIN M. FODE to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21<sup>st</sup> day of May, 2014.



Tina M Holm  
(Print Name) Tina M Holm  
Notary Public in and for the State of  
Washington, residing at Moses Lake  
My Commission Expires 4-21-15

GRANT OF EASEMENT - 5

1333590 06/06/2014 10:53 AM EASE  
Page 5 of 6 R 77.00 Grant Co, WA  
SACKMANN LAW OFFICE





# TRACT 3 WATER EASEMENT 2

## EXHIBIT "A"

### EASEMENT LOCATION MAP (Kiesz / Fode)

4/21/2014

TerreScan MapServer - Grant County Washington - Print



#### Parcels

Parcel 180143001  
Owner Fode, Ronald L.  
Address

<http://pmstwa.mapserver.com/Print/Landscape.aspx?key=4591348.0611#lat=50.0875&lon=122.544>

1/1

GRANT OF EASEMENT - 6

1333590 06/06/2014 10:53 AM EASE  
Page 6 of 6 R 77.00 Grant Co, WA  
SACKMANN LAW OFFICE



# TRACT 3 PRELIMINARY TITLE

*Cover page for:*

## **Preliminary Title Insurance Schedules**

*Prepared by:*

**Stewart Title Corporation**

---

### **Auction Tract 3** **(Grant County)**

---

*For auction conducted on March 24, 2016 by:*

**Chuck Yarbro Auctioneers**

*On behalf of:*

**Ron and Robin Fode**

# TRACT 3 PRELIMINARY TITLE

**stewart title**

Stewart Title Company  
117 East Fourth Avenue  
Moses Lake, WA 98837  
Phone: (509) 765-3483

Order Number: 01260-6348

Title Officer: Danielle Summers  
Phone: (509) 765-3483  
Email: Danielle.Summers@stewart.com

Customer Reference:  
01260-6348

## SCHEDULE A

1. **Effective Date:** February 09, 2016 at 8:00 AM

2. **Policy Or Policies To Be Issued:**

(X) ALTA OWNER'S POLICY, (6/17/06)  
(X) STANDARD ( ) EXTENDED (Underwriting fee - 11%)

**Amount:** To Be Determined  
**Premium:**  
**Tax:**  
**Total:**

Proposed Insured: **To be determined**

( X ) ALTA EXTENDED LOAN POLICY (6/17/06)  
(Underwriting fee - 11%)

**Amount:** To Be Determined  
**Premium:**  
**Tax:**  
**Total:**

SIMULTANEOUS ISSUE RATE

Proposed Insured: **To be determined**

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

Fee Simple

4. **Title to said estate or interest in said land is at the effective date hereof vested in:**

Ronald L Fode, who acquired title as Ron Fode, a married man dealing in his separate estate

5. **The land referred to in this commitment is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO



# TRACT 3 PRELIMINARY TITLE

## EXHIBIT "A" LEGAL DESCRIPTION

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.

# TRACT 3 PRELIMINARY TITLE

## COMMITMENT FOR TITLE INSURANCE SCHEDULE B Part I

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

### GENERAL EXCEPTIONS

- A. Taxes or assessments which are not shown as existing liens by the public records.
- B. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described (i), (ii) & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- C. Extended coverage exceptions as follows:
  - (1) Rights or claims of parties in possession not shown by the public records.
  - (2) Easements, claims of easement or encumbrances which are not shown by the public records.
  - (3) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises and which are not shown by the public records.
  - (4) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished imposed by law and not shown by the public records.
- D. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
- E. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
- F. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.

### SPECIAL EXCEPTIONS FOLLOW

# TRACT 3 PRELIMINARY TITLE

## COMMITMENT FOR TITLE INSURANCE SCHEDULE B Part I

### SPECIAL EXCEPTIONS

1. Payment of Real Estate Excise Tax, if required.

The property described herein is situated within the boundaries of local taxing authority of unincorporated Grant County.

Present Rate of Real Estate Excise Tax as of the date herein is 1.78% and the levy code is 0078.

2. 2016 Property Taxes With Current Use Exemption became a Lien January 1, 2016. They are not yet ascertainable or payable until February 15, 2016.

Levy Code:	0078
Tax Account No.:	<b>18-0143-001</b>
Land:	\$603,000
Improvements:	\$0

Note: Taxes and Charges for 2015 were paid in full in the amount of \$2,002.24. Without Exemption \$6,498.92

3. This land is included within the East Columbia Basin Irrigation District and is subject to laws of the United States and the State of Washington relative to the Columbia Basin Project and **is liable for further assessments, if any, levied by said District.**

4. Mortgage and the terms and conditions thereof:

Mortgagor:  
Mortgagee:  
Amount:  
Dated:  
Recorded:  
Recording No.:

The amount now secured by said Mortgage and the terms upon which the same can be discharged or assumed should be ascertained from the holder of the indebtedness secured.

Assignment of said Mortgage:

Assignee:  
Recorded:  
Recording No.:

5. If the herein described property consists of the dwelling in which the owner resides, such premises cannot be conveyed or encumbered unless the instrument is executed and acknowledged by both spouses/domestic partners, if said owner is a married person/registered domestic partner, pursuant to RCW 6.13.

If the owner is unmarried the forthcoming instrument should so recite.

6. Terms, covenants and conditions contained in Application for Current Use Classification, entered into pursuant to RCW 84.34 (including potential liability for future applicable taxes, special Benefit assessments levied by local governments, penalties and interest upon breach of, or withdrawal from, said classification); notice of approval being recorded May 16, 1984 under Auditor's File No. 757939.
7. Any security interest in crops growing or to be grown on said premises or in any goods which are or may become fixtures located on said premises created or existing under provisions of the Uniform Commercial Code R.C.W. 62A.
8. Irrigation power agreement and right of way easement for electric distribution lines, together with the necessary



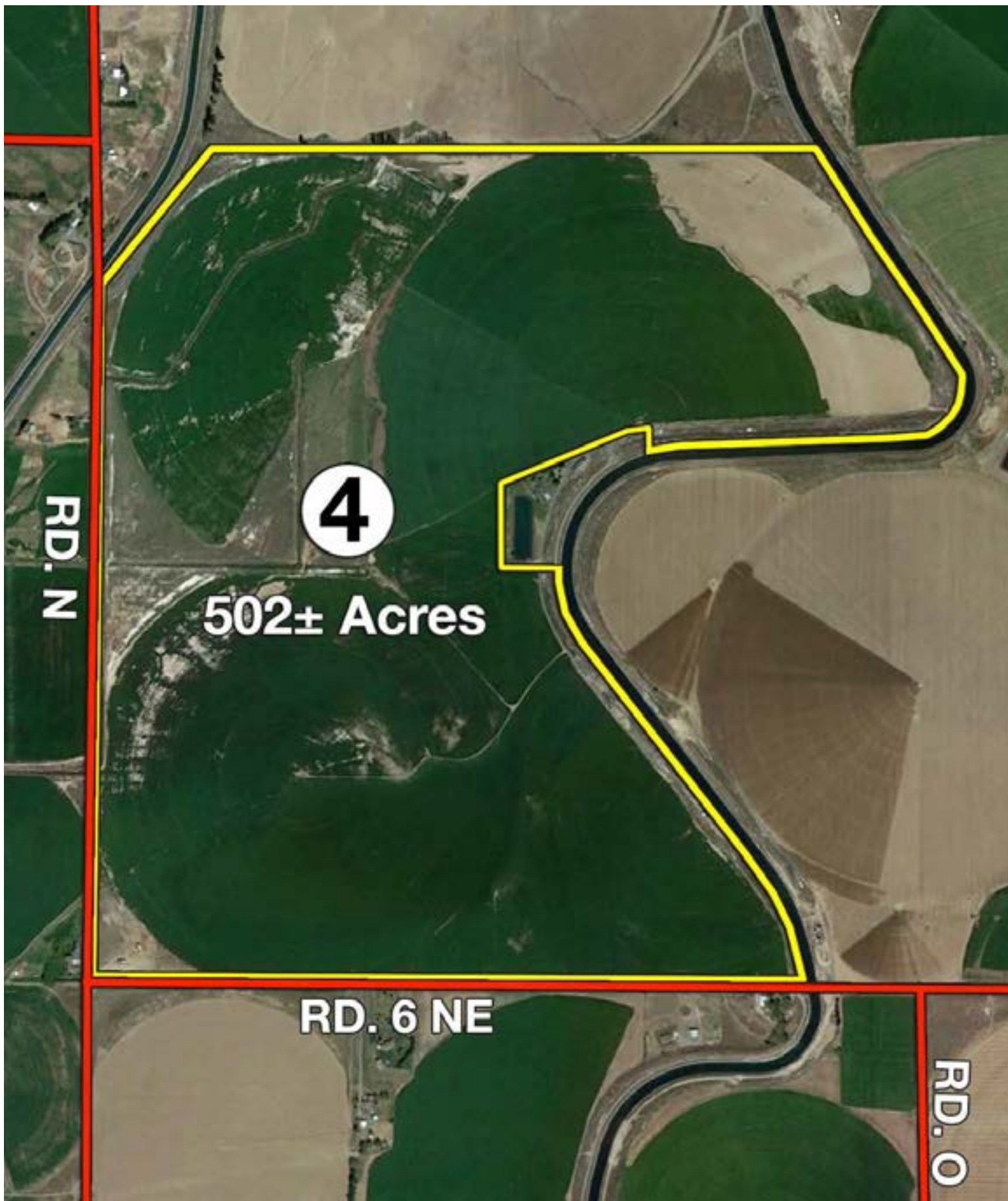
# TRACT 3 PRELIMINARY TITLE

appurtenances, granted by instrument recorded February 25, 2000 under Auditor's File No. 1062130 by and between Public Utility District NO. Two of Grant County and the landowner, provided electric service for irrigation use; including (among other matters), provisions for a lien to arise as security for payment of any charges provided for therein which remain unpaid.

9. Easement for electric distribution lines, together with the necessary appurtenances, including the terms, covenants and provisions thereof, as granted by instrument recorded February 25, 2000, under Auditor's File No. 1062128;  
To: Public Utility District No. Two
10. Right of way for roads, drains and canals as shown on the face of said plat.
11. Right to withdraw ground waters as contained under State Certificate  
Recorded: February 22, 1980  
Recording No: 698966  
  
\*From a Well located within the NE quarter of the SW quarter of Section 7, Township 19 North, Range 30 E.W.M.  
The appropriate government Authority should be contacted regarding the above certificate.
12. Memorandum of Amended Farm Lease and the terms contained therein:  
Between:  
And:  
Recorded:  
Recording No:
13. Right of First Refusal and the terms contained therein:  
Grantor: Ron Fode and Robi Fode, husband and wife  
Grantee: Wheeler Land Holding, LLC, a Washington limited liability company  
Recorded: October 30, 2013  
Recording No: 1325155
14. Memorandum of Farm Lease and the terms contained therein:  
Between:  
And:  
Recorded:  
Recording No:
15. Title is to vest in persons not yet revealed and when so vested will be subject to matters disclosed by a search of the records against their names.
16. The application identifies the land by a street address only. The Company does not insure that the description in this commitment covers the land that you requested. To prevent errors and to be certain that the proper land will appear on the documents and on the Policy of title insurance, the Company requires for its review a satisfactory legal description of the correct land provided and approval of the description signed by the parties to the transaction. At that time, the Company may make additional requirements or exceptions.

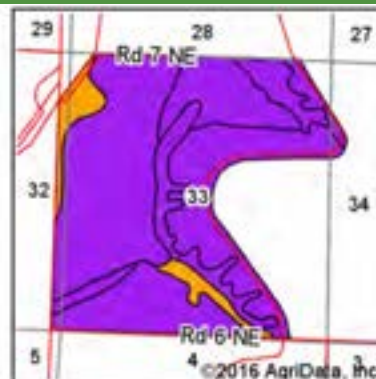
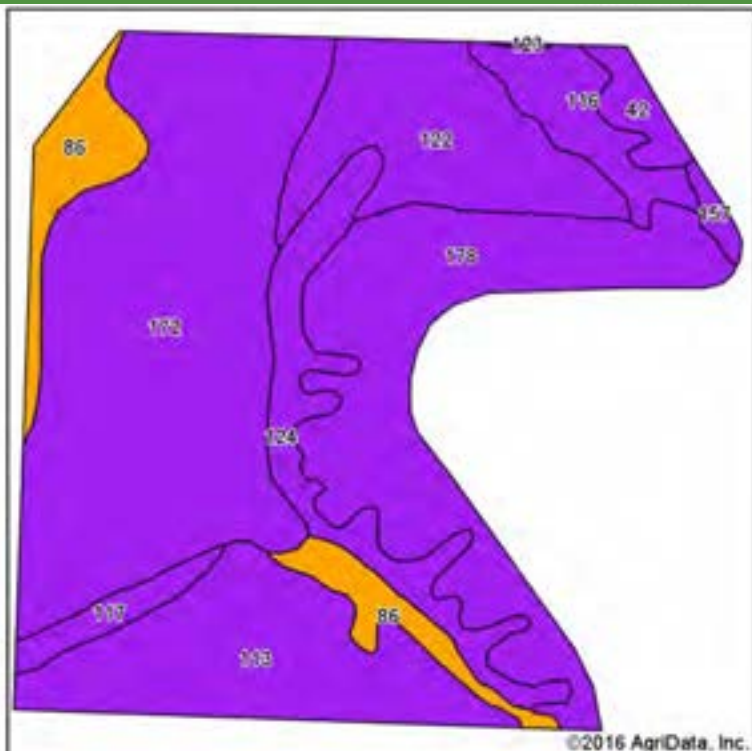
**END OF SPECIAL EXCEPTIONS**

# TRACT 4 AERIAL TRACT MAP





# TRACT 4 SOILS MAP



State: Washington  
 County: Grant  
 Location: 33-20N-29E  
 Township: Moses Lake



Soils data provided by USDA and NRCSS.

©2016 AgriData, Inc.

Area Symbol: WA025, Soil Area Version: 9

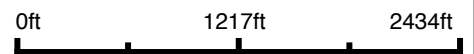
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class °c	Irr Class °c	Alfalfa hay irrigated	Apples irrigated	Dry beans irrigated	Corn irrigated	Irish potatoes irrigated	Winter wheat irrigated	Winter wheat	Pasture irrigated	Dry peas irrigated	Grass legume hay irrigated
172	Umapine silt loam	170.90	34.2%		Vls											
178	Warden silt loam, 2 to 5 percent slopes	101.27	20.3%		Vle	Ile	8		35	170	25	130	15		2300	9
113	Royal loamy fine sand, 0 to 10 percent slopes	66.66	13.3%		Vlls	lls	8	1500	28	165	25	130				
122	Sagehill very fine sandy loam, 2 to 5 percent slopes	53.92	10.8%		Vle	Ile	8		35	180	540	140		18	2400	
124	Sagehill very fine sandy loam, 10 to 15 percent slopes	36.01	7.2%		Vle	Ive	8		35	170	500	130		12	2200	
86	Outlook very fine sandy loam	30.90	6.2%		lls	lls	5	1500		130		130				
116	Royal very fine sandy loam, 2 to 5 percent slopes	19.73	3.9%		Vle	Ile	8	1500	28	165	25	130				
117	Royal very fine sandy loam, 5 to 10 percent slopes	8.98	1.8%		Vle	Ive	8	1500	28	165	25	130				
42	Ephrata fine sandy loam, 5 to 10 percent slopes	8.31	1.7%		Vle	Ive	8	1500	30	165	24	110				
157	Taunton silt loam, 2 to 5 percent slopes	3.09	0.6%		Vle	lls	8		28	165	25	125				
123	Sagehill very fine sandy loam, 5 to 10 percent slopes	0.30	0.1%		Vle	Ive	8		35	180	500	140		14	2200	
Weighted Average							5.1	403.7	19.4	109.4	104.9	86.3	3	2.4	894.3	1.8



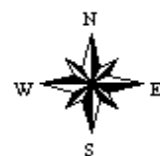
# TRACT 4 FSA MAP



map center: 47° 10' 53.4, 119° 10' 53.45



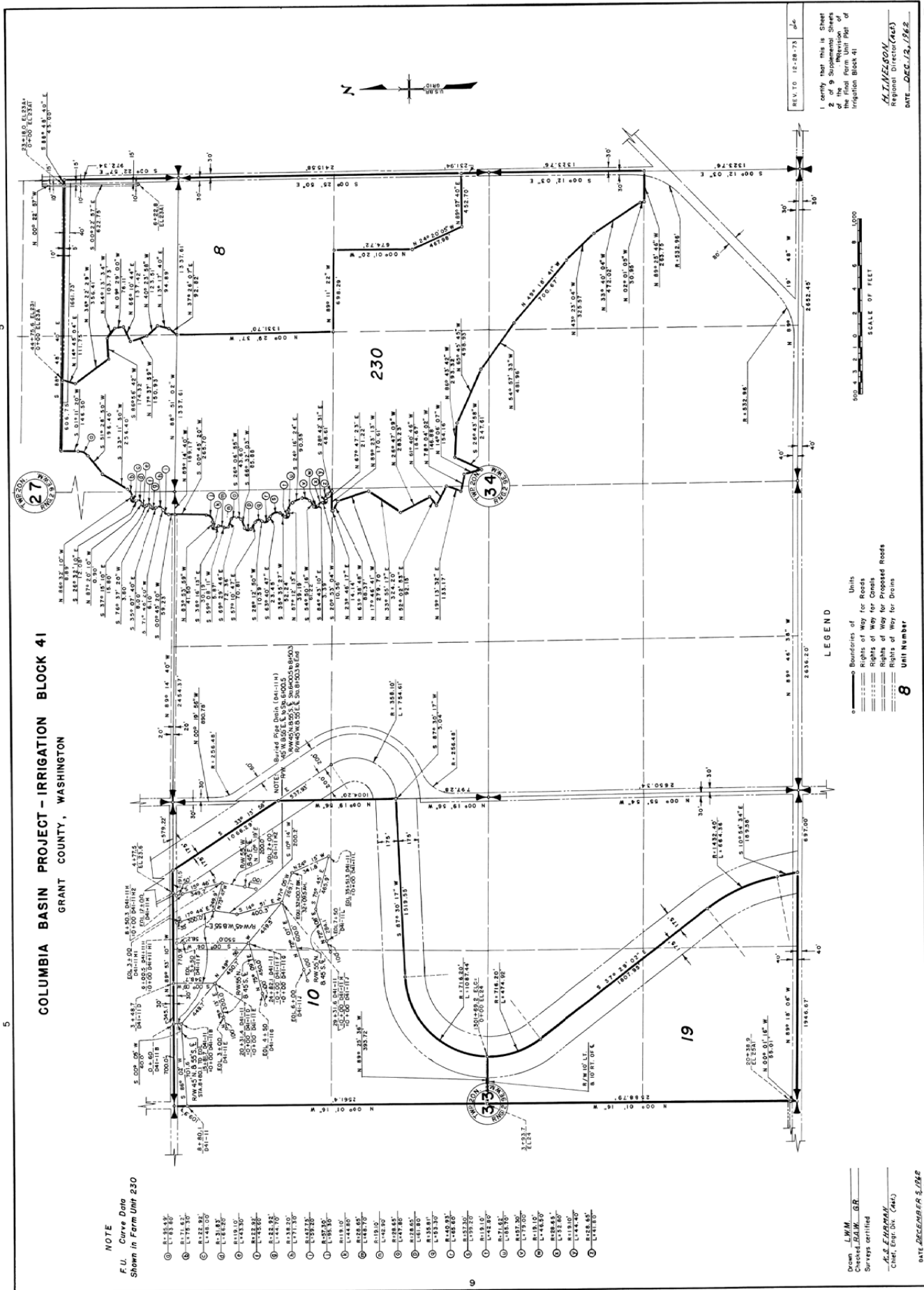
**33-20N-29E**  
**Grant County**  
**Washington**



2/9/2016



# TRACT 4 COLUMBIA BASIN IRRIGATION MAPS



**COLUMBIA BASIN PROJECT - IRRIGATION BLOCK 41**  
GRANT COUNTY, WASHINGTON

NOTE  
F.L. Curve Data  
Shown in Farm Unit 230

- ① R-128.53'
- ② R-171.63'
- ③ R-122.92'
- ④ L-148.00'
- ⑤ L-121.82'
- ⑥ R-119.10'
- ⑦ L-143.30'
- ⑧ R-125.92'
- ⑨ L-144.70'
- ⑩ L-171.20'
- ⑪ R-152.22'
- ⑫ R-126.60'
- ⑬ L-147.86'
- ⑭ R-119.10'
- ⑮ L-148.70'
- ⑯ R-128.65'
- ⑰ L-126.60'
- ⑱ L-148.00'
- ⑲ L-153.30'
- ⑳ L-146.60'
- ㉑ L-153.30'
- ㉒ L-142.80'
- ㉓ R-119.10'
- ㉔ L-148.70'
- ㉕ R-128.65'
- ㉖ L-126.60'
- ㉗ L-148.00'
- ㉘ L-153.30'
- ㉙ L-146.60'
- ㉚ L-153.30'
- ㉛ R-119.10'
- ㉜ L-148.70'
- ㉝ R-128.65'
- ㉞ L-126.60'
- ㉟ L-148.00'
- ㊱ L-153.30'
- ㊲ L-146.60'
- ㊳ L-153.30'
- ㊴ R-119.10'
- ㊵ L-148.70'
- ㊶ R-128.65'
- ㊷ L-126.60'
- ㊸ L-148.00'
- ㊹ L-153.30'
- ㊺ L-146.60'
- ㊻ L-153.30'
- ㊼ R-119.10'
- ㊽ L-148.70'
- ㊾ R-128.65'
- ㊿ L-126.60'

**LEGEND**

Units  
 --- Boundaries of Units  
 --- Rights of Way for Roads  
 --- Rights of Way for Canals  
 --- Rights of Way for Proposed Roads  
 --- Rights of Way for Drains

**8** Unit Number

Drawn L.W.M.  
 Checked B.A.W. GR  
 Surveys certified  
 K.E. FERGUSON  
 Chief Engr. Div. (442)

DATE: DECEMBER 3, 1962

I certify that this is Sheet  
 No. 9 of the Survey  
 of the Final Farm Unit Plan of  
 Irrigation Block 41

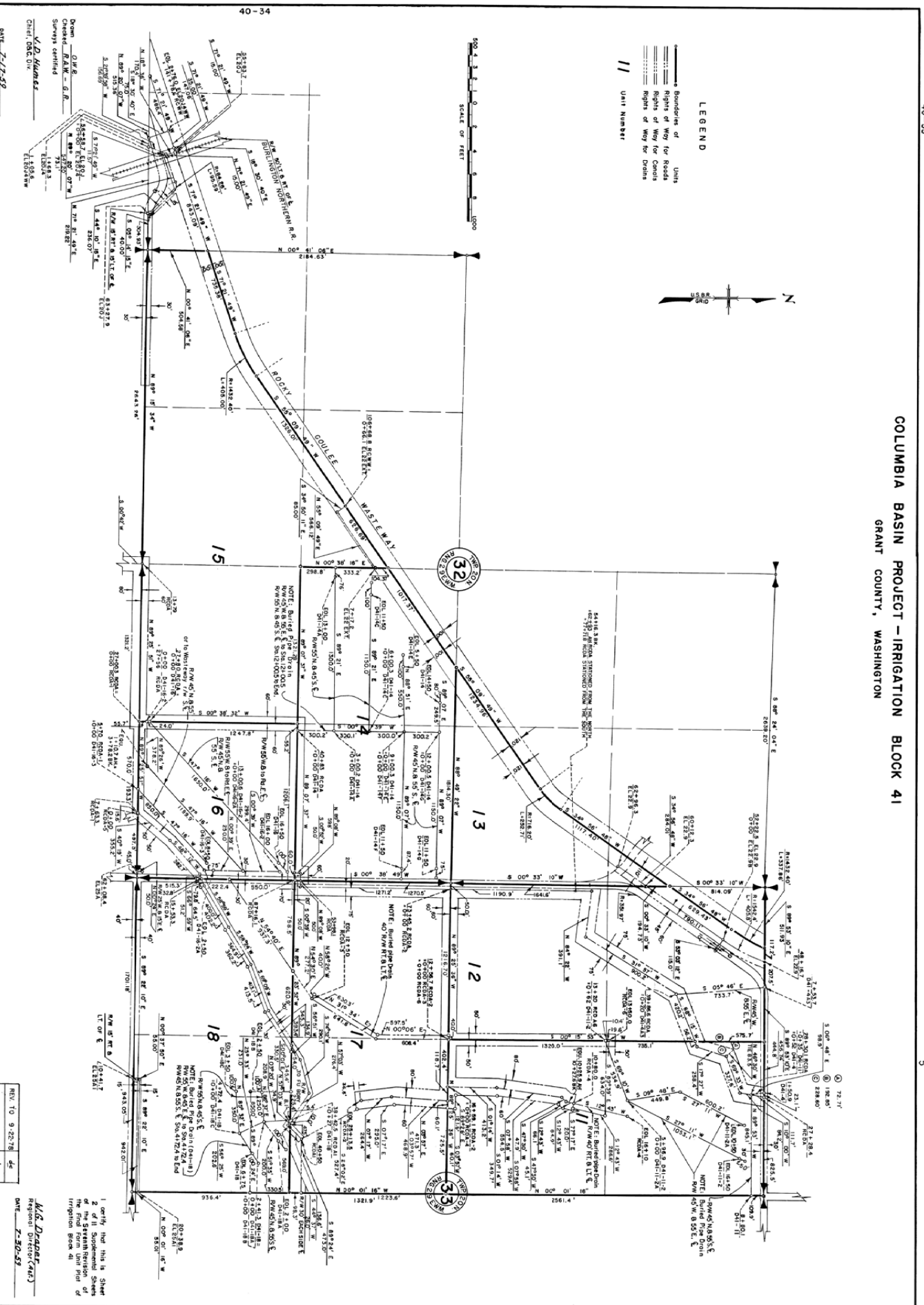
H. J. NELSON  
 Regional Director (442)

DATE: DEC. 12, 1962

222-116-32557-7



# TRACT 4 COLUMBIA BASIN IRRIGATION MAPS



COLUMBIA BASIN PROJECT - IRRIGATION BLOCK 41  
GRANT COUNTY, WASHINGTON

40-34  
 Date: 7-17-59  
 Checked: R.A.W. - G.R.  
 Supervised: V.D. Duggan  
 Chief: D.B.C. Jr.

1. Contain and this is Show  
 2. of 11 Supplemental Sheets  
 of the Final Revision of  
 the Final Form Unit Plan  
 of Irrigation Block 41  
 V.D. Duggan  
 Regional Director (412)  
 Date: 7-30-59  
 REF TO 9-22-78 d5  
 REF TO 12-28-73 d5  
 222-116-3710-6

40-35

5



# TRACT 4 WATER COSTS

## EAST COLUMBIA BASIN IRRIGATION DISTRICT

55 N 8th Ave. - P.O. Box E • Othello, WA 99344  
TELEPHONE (509) 488-9671 • FAX (509) 488-6433

Ronald Fode  
4943 Road N Ne  
Moses Lake, WA 98837

### 2016 IRRIGATION ASSESSMENT

Block/Unit: 041-010-000-000-00	Ride: 513	O&M (Farm Unit)	6,338.10
Account Number: 585		Reserve (Farm Unit)	63.38
Irrigable Acres: 94.90		Pump Charge 1	94.90
Base Water SFD: 143.53		Pump Charge 2	66.43
		Construction (Block 041)	0.00
		Account Fee	8.44
<b>TOTAL ASSESSMENT</b>			<b>6,571.25</b>

- \* Annual reporting or verification of land holding is a condition for the receipt of water under the Reclamation Reform Act of 1982.
- \* Assessments are payable Feb 15th and are delinquent if not paid on or before April 30. If water is not used, first half may be paid on or before April 30 and the balance paid on or before October 31.
- \* Half payment not permitted if less than \$10.00.
- \* Payment in full is required before water will be delivered.
- \* Assessments must be paid every year whether water is used or not.
- \* Interest charged will be 1% per month as of the 1st day from the month of delinquency
- \* If property has been sold, forward to new owner or contact the Othello Office.

**Detach and mail with payment or bring in if paying in person**

041-010-000-000-00

Ride: 513

TOTAL ASSESSMENT

6,571.25

Ronald Fode

Account Number: 585

Amount Paid: \_\_\_\_\_



\* 0 4 1 - 0 1 0 - 0 0 0 - 0 0 0 - 0 0 \*

Please remit to:

EAST COLUMBIA BASIN IRRIGATION DISTRICT  
P. O. Box E  
Othello, WA 99344

# TRACT 4 WATER COSTS

## EAST COLUMBIA BASIN IRRIGATION DISTRICT

55 N 8th Ave. - P.O. Box E • Othello, WA 99344  
TELEPHONE (509) 488-9671 • FAX (509) 488-6433

Ronald Fode  
4943 Road N Ne  
Moses Lake, WA 98837

### 2016 IRRIGATION ASSESSMENT

Block/Unit: 041-012-000-000-00	Ride: 513	O&M (Farm Unit)	2,693.82
Account Number: 585		Reserve (Farm Unit)	26.94
Irrigable Acres: 42.90		Pump Charge 1	42.90
Base Water SFD: 71.26		Pump Charge 2	30.03
		Construction (Block 041)	0.00
		Account Fee	1.57
<b>TOTAL ASSESSMENT</b>			<b>2,795.26</b>

\*Annual reporting or verification of land holding is a condition for the receipt of water under the Reclamation Reform Act of 1982.

\* Assessments are payable Feb 15th and are delinquent if not paid on or before April 30. If water is not used, first half may be paid on or before April 30 and the balance paid on or before October 31.

\*Half payment not permitted if less than \$10.00.

\* Payment in full is required before water will be delivered.

\*Assessments must be paid every year whether water is used or not.

\* Interest charged will be 1% per month as of the 1st day from the month of delinquency

\* If property has been sold, forward to new owner or contact the Othello Office.

**Detach and mail with payment or bring in if paying in person**

041-012-000-000-00

Ride: 513

TOTAL ASSESSMENT

2,795.26

Ronald Fode

Account Number: 585

Amount Paid: \_\_\_\_\_



\* 0 4 1 - 0 1 2 - 0 0 0 - 0 0 0 - 0 0 \*

Please remit to:

**EAST COLUMBIA BASIN IRRIGATION DISTRICT**  
P. O. Box E  
Othello, WA 99344

# TRACT 4 WATER COSTS

## EAST COLUMBIA BASIN IRRIGATION DISTRICT

55 N 8th Ave. - P.O. Box E • Othello, WA 99344  
TELEPHONE (509) 488-9671 • FAX (509) 488-6433

Ronald Fode  
4943 Road N Ne  
Moses Lake, WA 98837

### 2016 IRRIGATION ASSESSMENT

Block/Unit: 041-019-555-000-00	Ride: 513	O&M (Farm Unit)	6,842.53
Account Number: 585		Reserve (Farm Unit)	68.43
Irrigable Acres: 103.40		Pump Charge 1	103.40
Base Water SFD: 158.68		Pump Charge 2	72.38
		Construction (Block 041)	0.00
		Account Fee	9.20
<b>TOTAL ASSESSMENT</b>			<b>7,095.94</b>

- \*Annual reporting or verification of land holding is a condition for the receipt of water under the Reclamation Reform Act of 1982.
- \* Assessments are payable Feb 15th and are delinquent if not paid on or before April 30. If water is not used, first half may be paid on or before April 30 and the balance paid on or before October 31.
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- \* Interest charged will be 1% per month as of the 1st day from the month of delinquency
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*Detach and mail with payment or bring in if paying in person*

041-019-555-000-00

Ride: 513

TOTAL ASSESSMENT

7,095.94

Ronald Fode

Account Number: 585

Amount Paid: \_\_\_\_\_



Please remit to:

EAST COLUMBIA BASIN IRRIGATION DISTRICT  
P. O. Box E  
Othello WA 99344



# TRACT 4 WATER COSTS

## EAST COLUMBIA BASIN IRRIGATION DISTRICT

55 N 8th Ave. - P.O. Box E • Othello, WA 99344  
TELEPHONE (509) 488-9671 • FAX (509) 488-6433

Ronald Fode  
4943 Road N Ne  
Moses Lake, WA 98837

### 2016 IRRIGATION ASSESSMENT

Block/Unit: 041-230-000-000-05	Ride: 513	O&M (Farm Unit)	64.50
Account Number: 585		Reserve (Farm Unit)	0.65
Irrigable Acres: 0.10		Small Acreage Fee	25.00
Base Water SFD: 0.15		Pump Charge 1	0.10
		Pump Charge 2	0.07
		Construction (Block 041)	0.00
		Account Fee	0.01
		<b>TOTAL ASSESSMENT</b>	<b>90.33</b>

\* Annual reporting or verification of land holding is a condition for the receipt of water under the Reclamation Reform Act of 1982.

\* Assessments are payable Feb 15th and are delinquent if not paid on or before April 30. If water is not used, first half may be paid on or before April 30 and the balance paid on or before October 31.

\* Half payment not permitted if less than \$10.00.

\* Payment in full is required before water will be delivered.

\* Assessments must be paid every year whether water is used or not.

\* Interest charged will be 1% per month as of the 1st day from the month of delinquency

\* If property has been sold, forward to new owner or contact the Othello Office.

*Detach and mail with payment or bring in if paying in person*

041-230-000-000-05

Ride: 513

TOTAL ASSESSMENT

90.33

Ronald Fode

Account Number: 585

Amount Paid: \_\_\_\_\_



Please remit to:

EAST COLUMBIA BASIN IRRIGATION DISTRICT  
P. O. Box E  
Othello, WA 99344

# TRACT 4 WATER COSTS

## EAST COLUMBIA BASIN IRRIGATION DISTRICT

55 N 8th Ave. - P.O. Box E • Othello, WA 99344  
TELEPHONE (509) 488-9671 • FAX (509) 488-6433

Ronald Fode  
4943 Road N Ne  
Moses Lake, WA 98837

### 2016 IRRIGATION ASSESSMENT

Block/Unit: 041-017-555-000-00	Ride: 513	O&M (Farm Unit)	7,992.40
Account Number: 585		Reserve (Farm Unit)	79.92
Irrigable Acres: 126.00		Pump Charge 1	126.00
Base Water SFD: 195.64		Pump Charge 2	88.20
		Construction (Block 041)	0.00
		Account Fee	6.64
<b>TOTAL ASSESSMENT</b>			<b>8,293.16</b>

- \*Annual reporting or verification of land holding is a condition for the receipt of water under the Reclamation Reform Act of 1982.
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- \* If property has been sold, forward to new owner or contact the Othello Office.

*Detach and mail with payment or bring in if paying in person*

041-017-555-000-00

Ride: 513

TOTAL ASSESSMENT

8,293.16

Ronald Fode

Account Number: 585

Amount Paid: \_\_\_\_\_



Please remit to: EAST COLUMBIA BASIN IRRIGATION DISTRICT  
P. O. Box E  
Othello, WA 99344

# TRACT 4 PRELIMINARY TITLE

*Cover page for:*

## **Preliminary Title Insurance Schedules**

*Prepared by:*

**Stewart Title Corporation**

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### **Auction Tract 4 (Grant County)**

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*For auction conducted on March 24, 2016 by:*

**Chuck Yarbro Auctioneers**

*On behalf of:*

**Ron and Robin Fode**



# TRACT 4 PRELIMINARY TITLE

**stewart title**

Stewart Title Company  
117 East Fourth Avenue  
Moses Lake, WA 98837  
Phone: (509) 765-3483

Order Number: 01260-6349

Title Officer: **Danielle Summers**  
Phone: (509) 765-3483  
Email: [Danielle.Summers@stewart.com](mailto:Danielle.Summers@stewart.com)

Customer Reference:  
01260-6349

## 2nd Report: Added Parcel SCHEDULE A

1. **Effective Date:** March 01, 2016 at 8:00 AM

2. **Policy Or Policies To Be Issued:**

(X) ALTA OWNER'S POLICY, (6/17/06)	<b>Amount:</b>	To Be Determined
(X) STANDARD ( ) EXTENDED (Underwriting fee - 11%)	<b>Premium:</b>	
	<b>Tax:</b>	
	<b>Total:</b>	

Proposed Insured: **To be determined**

( X ) ALTA EXTENDED LOAN POLICY (6/17/06)	<b>Amount:</b>	To Be Determined
(Underwriting fee - 11%)	<b>Premium:</b>	
	<b>Tax:</b>	
	<b>Total:</b>	

SIMULTANEOUS ISSUE RATE

Proposed Insured: **To be determined**

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

Fee Simple

4. **Title to said estate or interest in said land is at the effective date hereof vested in:**

Ronald L. Fode and Robin Fode, husband and wife

5. **The land referred to in this commitment is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO

# TRACT 4 PRELIMINARY TITLE

## EXHIBIT "A" LEGAL DESCRIPTION

Parcel 1: (19-0403-000)

Farm Unit 17, Seventh Revision of Irrigation Block 41, Columbia Basin Project, as per plat thereof filed August 10, 1959, records of Grant County, Washington.

Parcel 2: (19-0404-000)

Farm Unit 18, Fifth Revision of Irrigation Block 41, Columbia Basin Project, as per plat thereof filed July 27, 1956, records of Grant County, Washington, including all sprinkler and/or irrigation equipment appurtenant to the real property.

Parcel 3: (19-0396-000)

Farm Unit 10, Irrigation Block 41, Columbia Basin Project, as per plat thereof filed April 11, 1951, records of Grant County, Washington.

Parcel 4: (19-0397-000)

Farm Unit 11, Seventh Revision of Irrigation Block 41, Columbia Basin Project, as per plat thereof filed August 10, 1959, records of Grant County, Washington.

Parcel 5: (19-0398-000)

Farm Unit 12, Seventh Revision of Irrigation Block 41, Columbia Basin Project, as per plat thereof filed August 10, 1959, records of Grant County, Washington.

Parcel 6: (19-0405-000)

Farm Unit 19, Seventh Revision of Irrigation Block 41, Columbia Basin Project, as per plat thereof filed August 10, 1959, records of Grant County, Washington.

# TRACT 4 PRELIMINARY TITLE

## COMMITMENT FOR TITLE INSURANCE SCHEDULE B Part I

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

### GENERAL EXCEPTIONS

- A. Taxes or assessments which are not shown as existing liens by the public records.
- B. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights, claims or title to water, whether or not the matters described (i), (ii) & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- C. Extended coverage exceptions as follows:
  - (1) Rights or claims of parties in possession not shown by the public records.
  - (2) Easements, claims of easement or encumbrances which are not shown by the public records.
  - (3) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises and which are not shown by the public records.
  - (4) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished imposed by law and not shown by the public records.
- D. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
- E. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
- F. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.

### SPECIAL EXCEPTIONS FOLLOW



# TRACT 4 PRELIMINARY TITLE

## COMMITMENT FOR TITLE INSURANCE SCHEDULE B Part I

### SPECIAL EXCEPTIONS

1. Payment of Real Estate Excise Tax, if required.

The property described herein is situated within the boundaries of local taxing authority of unincorporated Grant County.

Present Rate of Real Estate Excise Tax as of the date herein is 1.78% and the levy code is 0085.

2. 2016 Property Taxes With Current Use Exemption became a Lien January 1, 2016. They are not yet ascertainable or payable until February 15, 2016.

Levy Code:	0085
Tax Account No.:	<b>19-0403-000</b>
Land:	\$257,960
Improvements:	\$0

Note: Taxes and Charges for 2015 were paid in full in the amount of \$2,417.14. Without Exemption \$3,914.78.

3. 2016 Property Taxes With Current Use Exemption became a Lien January 1, 2016. They are not yet ascertainable or payable until February 15, 2016.

Levy Code:	0085
Tax Account No.:	<b>19-0404-000</b>
Land:	\$259,690
Improvements:	\$0

Note: Taxes and Charges for 2015 were paid in full in the amount of \$2,366.32. Without Exemption \$3,937.16.

4. 2016 Property Taxes With Current Use Exemption became a Lien January 1, 2016. They are not yet ascertainable or payable until February 15, 2016.

Levy Code:	0085
Tax Account No.:	<b>19-0396-000</b>
Land:	\$372,495
Improvements:	\$40,410

Note: Taxes and Charges for 2015 were paid in full in the amount of \$4,036.30. Without Exemption \$6,272.80

5. 2016 Property Taxes With Current Use Exemption became a Lien January 1, 2016. They are not yet ascertainable or payable until February 15, 2016.

Levy Code:	0085
Tax Account No.:	<b>19-0397-000</b>
Land:	\$237,820
Improvements:	\$0

Note: Taxes and Charges for 2015 were paid in full in the amount of \$2,098.24. Without Exemption \$3,601.86.

# TRACT 4 PRELIMINARY TITLE

6. 2016 Property Taxes With Current Use Exemption became a Lien January 1, 2016. They are not yet ascertainable or payable until February 15, 2016.

Levy Code: 0085  
Tax Account No.: 19-0398-000  
Land: \$197,920  
Improvements: \$0

Note: Taxes and Charges for 2015 were paid in full in the amount of \$1,782.16. Without Exemption \$2,999.94.

7. 2016 Property Taxes With Current Use Exemption became a Lien January 1, 2016. They are not yet ascertainable or payable until February 15, 2016.

Levy Code: 0085  
Tax Account No.: 19-0405-000  
Land: \$206,060  
Improvements: \$0

Note: Taxes and Charges for 2015 were paid in full in the amount of \$1,924.64. Without Exemption \$3,127.12

8. Mortgage and the terms and conditions thereof:

Mortgagor:  
Mortgagee:  
Amount:  
Dated:  
Recorded:  
Recording No.:  
Affects:

The amount now secured by said Mortgage and the terms upon which the same can be discharged or assumed should be ascertained from the holder of the indebtedness secured.

Assignment of said Mortgage:

Assignee:  
Recorded:  
Recording No.:

9. Deed of Trust and the terms and conditions thereof:

Grantor:

Trustee:  
Beneficiary:  
Amount:  
Dated:  
Recorded:  
Recording No.:  
Affects:

The amount now secured by said Deed of Trust and the terms upon which the same can be discharged or assumed should be ascertained from the holder of the indebtedness secured.

10. This land is included within the Quincy Columbia Basin Irrigation District and is subject to laws of the United States and the State of Washington relative to the Columbia Basin Project and **is liable for further assessments, if any, levied by said District.**
11. Right of way for roads, drains and canals as shown on the face of the plat.
12. Terms, covenants and conditions contained in Application for Current Use Classification, entered into pursuant to RCW 84.34 (including potential liability for future applicable taxes, special Benefit assessments levied by local governments, penalties and interest upon breach of, or withdrawal from, said classification); notice of approval

# TRACT 4 PRELIMINARY TITLE

being recorded May 12, 1999 under Auditor's File No. 1046797.

Affects: All Parcels

13. Any security interest in crops growing or to be grown on said premises or in any goods which are or may become fixtures located on said premises created or existing under provisions of the Uniform Commercial Code R.C.W. 62A.
14. Easement for electric distribution lines, together with the necessary appurtenances, including the terms, covenants and provisions thereof, as granted by instrument recorded April 16, 1952, and May 13, 1954 under Auditor's File No 184568 and 222176;  
To: Public Utility District No. Two  
Affects: Parcel 2
15. Easement for electric distribution lines, together with the necessary appurtenances, including the terms, covenants and provisions thereof, as granted by instrument recorded May 19, 1952, June 24, 1952, March 23, 1987, August 11, 1987, and September 9, 2014, under Auditor's File No. 186105, 187813, 648409, 804718, 1337407;  
To: Public Utility District No. Two  
Affects: Parcel 3
16. Easement for electric distribution lines, together with the necessary appurtenances, including the terms, covenants and provisions thereof, as granted by instrument recorded June 24, 1952 and March 23, 1977, under Auditor's File No. 187816 and 648409;  
To: Public Utility District No. Two  
Affects: Parcel 4
17. Easement for electric distribution lines, together with the necessary appurtenances, including the terms, covenants and provisions thereof, as granted by instrument recorded May 19, 1952, May 8, 1952, May 20, 1965, March 19, 1991 under Auditor's File No. 186108, 341114, 477613, and 805453;  
To: Public Utility District No. Two  
Affects: Parcel 6
18. Easement for ingress, egress and utilities as disclosed in document recorded December 6, 1999, under Auditor's File No. 1058256.  
Affects: Parcel 3
19. Perpetual easement granting to the United States of America, right of way on the property herein described, designated as Rights of Way for canals and/or drains and/or pipelines on said Farm Unit Plat, together with the right of ingress and egress thereto, by instruments;  
Recorded: January 17, 1955, July 24, 1957, December 2, 1958  
Recording No: 262538, 298637 and 329518  
Affects: Parcel 1
20. Perpetual easement granting to the United States of America, right of way on the property herein described, designated as Rights of Way for canals and/or drains and/or pipelines on said Farm Unit Plat, together with the right of ingress and egress thereto, by instruments;  
Recorded: December 15, 1955 and July 24, 1957  
Recording No: 260574 and 298638  
Affects: Parcel 2
21. Perpetual easement granting to the United States of America, right of way on the property herein described, designated as Rights of Way for canals and/or drains and/or pipelines on said Farm Unit Plat, together with the right of ingress and egress thereto, by instruments;  
Recorded: July 1, 1949, July 5, 1949, April 24, 1950, April 7, 1959 and July 5, 1972  
Recording No: 146682, 146742, 156183, 338643 and 5790901  
Affects: Parcel 3
22. Perpetual easement granting to the United States of America, right of way on the property herein described, designated as Rights of Way for canals and/or drains and/or pipelines on said Farm Unit Plat, together with the right of ingress and egress thereto, by instruments;  
Recorded: March 20, 1959  
Recording No: 337204



# TRACT 4 PRELIMINARY TITLE

Affects: Parcel 4

23. Perpetual easement granting to the United States of America, right of way on the property herein described, designated as Rights of Way for canals and/or drains and/or pipelines on said Farm Unit Plat, together with the right of ingress and egress thereto, by instruments;  
Recorded: September 12, 1949, September 14, 1958, April 28, 1959 and July 12, 1972  
Recording No: 148679, 229536, 340272 and 579344  
Affects: Parcel 5
24. Perpetual easement granting to the United States of America, right of way on the property herein described, designated as Rights of Way for canals and/or drains and/or pipelines on said Farm Unit Plat, together with the right of ingress and egress thereto, by instruments;  
Recorded: July 1, 1949, July 5, 1949, April 24, 1950, June 9, 1955  
Recording No: 146682, 146742, 156183, 247645  
Affects: Parcel 6
25. County road rights of way as follows:  
Recorded: September 10, 1951  
Recording No: 175856  
Affects: Parcel 1: West 30 feet
26. County road rights of way as follows:  
Recorded: July 31, 1950, August 11, 1950, September 21, 1951  
Recording No: 160412, 160912 and 176236  
Affects: Parcel 2: South 40 feet and West 30 feet
27. County road rights of way as follows:  
Recorded: October 9, 1951  
Recording No: 176942  
Affects: Parcel 4: North 30 feet
28. County road rights of way as follows:  
Recorded: October 13, 1950  
Recording No: 163533  
Affects: Parcel 6: South 40 feet
29. Perpetual flowage right and easement granting to the United States of America, right of way on the property herein described, together with all appurtenances, thereto, including by not limited to by reason of this enumeration, the permanent right to flood, flow and store water on and under the lands described, together with the right of ingress and egress thereto by instruments as follows:  
Recorded: December 13, 1965 and September 2, 1965  
Recording No: 489620, 489621 and 483706  
Affects: Portion of Parcels 1, 2 and 4  
NOTE: As to Parcels 1 and 2, Correction Warranty Deed for perpetual flowage right and easement were re-recorded September 19, 1966, Auditor's File Nos. 507546 and 507547, respectively
30. Perpetual easement and appurtenances for drains and/or canals as shown on the Third Revision of Farm Unit Plat, as condemned by the United States of America in United States District Court Cause No. 1403.  
Affects: Parcel 4
31. Contract for Reclassification of Land & Transfer of Water Allotment, recorded January 21, 1977, under Auditor's File No. 645436, by and between the East Columbia Basin Irrigation District and Lourence C and Ruth M. Dormaier, his wife.  
Affects: Parcel 3
32. Consent to Water Delivery Changes recorded June 16, 1975, under Auditor's File No. 619494 between Lourence C and Ruth M. Dormaier, his wife, and the East Columbia Basin Irrigation District.  
Affects: Parcel 1 and 4
33. Consent to Water Delivery Changes recorded July 14, 1975, under Auditor's File No. 620792 between Lourence C and Ruth M. Dormaier, his wife, and the East Columbia Basin Irrigation District.

# TRACT 4 PRELIMINARY TITLE

- Affects: Parcel 2 and 6
34. Agreement to Retain Land in Irrigable Status, recorded May 11, 1977, under Auditor's File No. 651359.  
Affects: Parcel 4 and 5
35. Contract for Reclassification of Land & Transfer of Water Allotment, recorded December 7, 2012, under Auditor's File No. 1309278, by and between the East Columbia Basin Irrigation District and Ronald L. and Robin M. Fode  
Affects: Parcel 1
36. Contract for Reclassification of Land & Transfer of Water Allotment, recorded January 21, 1977, under Auditor's File No. 645437, by and between the East Columbia Basin Irrigation District and Lourence C and Ruth M. Dormaier, his wife  
Affects: Parcel 6
37. Reservations and recitals contained in the deed from the United States of America, recorded September 17, 1965, under Auditor's File No. 484568, in part as follows:  
A) Rights of way for ditches and canals  
B) All minerals, including source material  
C) All presently used right of way and all easements of record, if any  
Affects: Parcel 6
38. Easement for electric distribution lines, together with the necessary appurtenances, including the terms, covenants and provisions thereof, as granted by instrument recorded June 22, 2010, under Auditor's File No. 1272573  
To: Public Utility District No. Two  
Affects: Parcel 6
39. Memorandum of Amended Farm lease and the terms contain therein:  
Grantor:  
Grantee:  
Recorded:  
Recording No:  
Affects:
40. Right of First Refusal and the terms contained therein:  
Grantor: Ron Fode and Robin Fode, husband and wife  
Grantee: Wheeler Land Holding, LLC, a Washington limited liability company  
Recorded: October 30, 2013  
Recording No: 1325155  
Affects: Parcel 1, 2, 3, 4 and 6
41. Memorandum of Farm lease and the terms contain therein:  
Grantor:  
Grantee:  
Recorded:  
Recording No:  
Affects:
42. Contract for Reclassification of Land & Transfer of Water Allotment, recorded December 7, 2012, under Auditor's File No. 1309280, by and between the East Columbia Basin Irrigation District and Ronald L. and Robin M. Fode  
Affects: Parcel 4
43. Contract for Reclassification of Land & Transfer of Water Allotment, recorded December 7, 2012, under Auditor's File No. 1309279, by and between the East Columbia Basin Irrigation District and Ronald L. and Robin M. Fode  
Affects: Parcel 1
44. Title is to vest in persons not yet revealed and when so vested will be subject to matters disclosed by a search of the records against their names.

# TRACT 4 PRELIMINARY TITLE

45. The application identifies the land by a street address only. The Company does not insure that the description in this commitment covers the land that you requested. To prevent errors and to be certain that the proper land will appear on the documents and on the Policy of title insurance, the Company requires for its review a satisfactory legal description of the correct land provided and approval of the description signed by the parties to the transaction. At that time, the Company may make additional requirements or exceptions.

**END OF SPECIAL EXCEPTIONS**



# POTATO FARMING LEASE

Return to:

Nicholas L. Wallace  
Schultheis Tabler Wallace, PLLC  
P.O. Box 876  
Ephrata, WA 98823

**MEMORANDUM OF FARM LEASE  
RON AND ROBIN FODE / ODESSA FARMING LLC  
POTATO FARMING LEASE**

LANDLORD:

1. Ron Fode and Robin Fode, husband and wife

TENANT:

1. Odessa Farming LLC, a Washington limited liability company

LEGAL DESCRIPTION:

Farm Unit 10, Block 41, Less Tax #12640 and Farm Unit 41, in Section 33, Township 20 North, Range 29 EWM, Grant County, Washington.

COMPLETE LEGAL DESCRIPTIONS ON EXHIBIT A ATTACHED HERETO.

ASSESSOR'S PARCEL NUMBERS: 19-0396-000, 19-0397-000, 18-0145-000, 18-0147-000, 18-0148-000, 18-0144-000, 18-0143-001, 18-0143-000, 19-0403-000, 19-0404-000, and 19-0405-000,

SCHULTHEIS TABLER WALLACE, PLLC  
LAWYERS  
P.O. BOX 876 56 C STREET N.W.  
EPHRATA, WASHINGTON 98823  
TELEPHONE (509) 754-5264

COPY

# POTATO FARMING LEASE

Return to:

Nicholas L. Wallace  
Schultheis Tabler Wallace, PLLC  
P.O. Box 876  
Ephrata, WA 98823

**MEMORANDUM OF FARM LEASE  
RON AND ROBIN FODE / ODESSA FARMING LLC  
POTATO FARMING LEASE**

LANDLORD:

1. Ron Fode and Robin Fode, husband and wife

TENANT:

1. Odessa Farming LLC, a Washington limited liability company

LEGAL DESCRIPTION:

Farm Unit 10, Block 41, Less Tax #12640 and Farm Unit 41, in Section 33, Township 20 North, Range 29 EWM, Grant County, Washington.

COMPLETE LEGAL DESCRIPTIONS ON EXHIBIT A ATTACHED HERETO.

ASSESSOR'S PARCEL NUMBERS: 19-0396-000, 19-0397-000, 18-0145-000, 18-0147-000, 18-0148-000, 18-0144-000, 18-0143-001, 18-0143-000, 19-0403-000, 19-0404-000, and 19-0405-000,

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COPY

# POTATO FARMING LEASE

**MEMORANDUM OF FARM LEASE  
RON AND ROBIN FODE / ODESSA FARMING LLC  
POTATO FARMING LEASE**

THIS MEMORANDUM OF FARM LEASE is made and entered into this 28<sup>th</sup> day of February, 2013 by and between Ron Fode and Robin Fode, husband and wife, referred to as "Landlord" and ODESSA FARMING LLC, a Washington limited liability company, hereinafter referred to as "Tenant".

R E C I T A L S:

1. On the 30th day of October, 2013, Landlord and Tenant entered into a written Potato Farming Lease (hereinafter "Lease") for the lease of the real property, including all improvements thereon, described in Exhibit "A" attached hereto and incorporated herein by reference, situated in Grant County, Washington.

2. The parties wish to memorialize their Lease agreement for purposes of the recording statutes of the State of Washington.

NOW, THEREFORE, in consideration of the conditions and covenants set forth herein, the parties agree and acknowledge as follows:

I.  
FARM LEASE

The parties acknowledge that they have entered into a written Potato Farming Lease dated the 30th day of October, 2013, wherein Landlord, upon terms and conditions stated in said Potato Farming Lease, is leasing the real property described in Exhibit "A" attached hereto to Tenant commencing on November 1, 2013 and shall terminate on at the end of Tenant's harvest



# POTATO FARMING LEASE

in 202<sup>3</sup>. "Growing Season" commences on October 1 in the year prior and concludes on October 15 in the following year or at the conclusion of harvest, whichever occurs last. By way of example, for the 2015 "Growing Season," Tenant shall take possession of the property designated above on October 1, 2014 and shall relinquish said property on October 15, 2015 or upon the completion of harvest, whichever occurs last.

## II. RECORDING

The parties mutually agree that this Memorandum of Farm Lease shall be recorded with the Grant County Auditor.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

### LANDLORD:



By: Ron Fode



By: Robin Fode

### TENANT:

ODESSA FARMING, LLC



By: Health Gimmetstad, Manager



# POTATO FARMING LEASE

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF GRANT )

On this day personally appeared before me HEATH GIMMESTAD to me known to be the Manager of Odessa Farming, LLC, a Washington limited liability company, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company for the uses and purposes herein mentioned and on oath stated he is authorized to execute said instrument on behalf of said company.

GIVEN under my hand and official seal this 2<sup>nd</sup> day of December, 2013.



Mary E Kersey  
NOTARY PUBLIC in and for the State of  
Washington, residing at Moses Lake WA  
My commission expires: July 4, 2015



# POTATO FARMING LEASE

## EXHIBIT A

### **For the 2014, 2018 and 2022 Growing Seasons:**

**Fode 41-10:** Farm Unit 10, Block 41, Less Tax #12640 and Farm Unit 41, in Section 33, Township 20 North, Range 29 EWM, Grant County, Washington. (Grant County Tax Parcel No. 19-0396-000, 19-0397-000). The real property subject to this lease is located under a center pivot irrigation system commonly referred to by Landlord as "Fode 41-10," consisting of approximately 118 acres.

**Fode 5:** NW  $\frac{1}{4}$  of Section 2, Township 19 North, Range 29 EWM, Grant County, Washington. (Grant County Tax Parcel No. 18-0145-000). The real property subject to this lease is located under a center pivot irrigation system commonly referred to by Landlord as "Fode 5," consisting of approximately 130 acres.

### **For the 2015, 2019, and 2023 Growing Seasons:**

**Fode 6:** SW  $\frac{1}{4}$  of Section 2, Township 19 North, Range 29 EWM, Grant County, Washington. (Grant County Tax Parcel No. 18-0147-000). The real property subject to this lease is located under a center pivot irrigation system commonly referred to by Landlord as "Fode 6," consisting of approximately 130 acres.

### **For the 2016, 2020 and 2024 Growing Seasons:**

**Fode 14:** SW  $\frac{1}{4}$  of Section 1, Township 19 North, Range 29 EWM, Grant County, Washington. (Grant County Tax Parcel No. 18-0143-001). The real property subject to this lease is located under a center pivot irrigation system commonly referred to by Landlord as "Fode 14", consisting of approximately 130 acres.

# POTATO FARMING LEASE

**Fode 41-17, 41-18:** Farm Unit 17 and Farm Unit 18, Block 41, Section 33, Township 20 North, Range 29 EWM, Grant County, Washington. (Grant County Tax Parcel No. 19-0403-000 and 19-0404-000). The real property subject to this lease is located under center pivot irrigation systems commonly referred to by Landlord as “Fode 41-17” and “41-18”, consisting of approximately 120 acres.

**For the 2017 and 2021 Growing Season:**

**Fode 41-19, 41-20:** Farm Unit 19 and Farm Unit 20, Block 41, Section 33, Township 20 North, Range 29 EWM, Grant County, Washington. (Grant County Tax Parcel No. 19-0405-000). The real property subject to this lease is located under center pivot irrigation systems commonly referred to by Landlord as “Fode 41-19” and “41-20”, consisting of approximately 53 acres.

# POTATO FARMING LEASE

## POTATO FARMING LEASE

THIS POTATO FARM LEASE is made this 30<sup>th</sup> day of October, 2013, and is between Ron Fode and Robin Fode, husband and wife ("Landlord"), and ODESSA FARMING LLC, a Washington limited liability company ("Tenant").

### WITNESSETH

Landlord leases to Tenant and Tenant leases from Landlord, for purposes of growing potatoes, the following described real property, including all irrigation equipment thereon, situated in Grant County, Washington, all hereinafter referred to as "the Property", to wit:

#### For the 2014, 2018 and 2022 Growing Seasons:

**Fode 41-10:** Farm Unit 10, Block 41, Less Tax #12640 and Farm Unit 41, in Section 33, Township 20 North, Range 29 EWM, Grant County, Washington. (Grant County Tax Parcel No. 19-0396-000, 19-0397-000). The real property subject to this lease is located under a center pivot irrigation system commonly referred to by Landlord as "Fode 41-10," consisting of approximately 118 acres.



# POTATO FARMING LEASE

**Fode 5:** NW  $\frac{1}{4}$  of Section 2, Township 19 North, Range 29 EWM, Grant County, Washington. (Grant County Tax Parcel No. 18-0145-000). The real property subject to this lease is located under a center pivot irrigation system commonly referred to by Landlord as "Fode 5," consisting of approximately 130 acres.

**For the 2015, 2019, and 2023 Growing Seasons:**

**Fode 6:** SW  $\frac{1}{4}$  of Section 2, Township 19 North, Range 29 EWM, Grant County, Washington. (Grant County Tax Parcel No. 18-0147-000). The real property subject to this lease is located under a center pivot irrigation system commonly referred to by Landlord as "Fode 6," consisting of approximately 130 acres.

**For the 2016, 2020 and 2024 Growing Seasons:**

**Fode 14:** SW  $\frac{1}{4}$  of Section 1, Township 19 North, Range 29 EWM, Grant County, Washington. (Grant County Tax Parcel No. 18-0143-001). The real property subject to this lease is located under a center pivot irrigation system commonly referred to by Landlord as "Fode 14", consisting of approximately 130 acres.

# POTATO FARMING LEASE

**Fode 41-17, 41-18:** Farm Unit 17 and Farm Unit 18, Block 41, Section 33, Township 20 North, Range 29 EWM, Grant County, Washington. (Grant County Tax Parcel No. 19-0403-000 and 19-0404-000). The real property subject to this lease is located under center pivot irrigation systems commonly referred to by Landlord as "Fode 41-17" and "41-18", consisting of approximately 120 acres.

**For the 2017 and 2021 Growing Season:**

**Fode 41-19, 41-20:** Farm Unit 19 and Farm Unit 20, Block 41, Section 33, Township 20 North, Range 29 EWM, Grant County, Washington. (Grant County Tax Parcel No. 19-0405-000). The real property subject to this lease is located under center pivot irrigation systems commonly referred to by Landlord as "Fode 41-19" and "41-20", consisting of approximately 53 acres.

Odessa acknowledges that Fode has a leasehold interest, as opposed to fee title, in some of the property described above. Although Fode does not anticipate any of his leasehold interests terminating prior to 2024, if one of his leasehold interests does terminate prior to 2024, then Fode necessarily will be unable to give Odessa possession of said property for purposes of producing potatoes. Fode and Odessa have agreed that if one of Fode's leasehold interests terminates prior to 2024, Fode's obligation to sublet

# POTATO FARMING LEASE

said property to Odessa, and Odessa's obligation to lease the property from Fode, shall automatically terminate.

The parties have further agreed that it is Fode's intent is to lease to Odessa for potato production all farm ground he currently owns or leases in Grant County and Adams County, Washington. To the extent Fode acquires in the future fee title or a leasehold interest in farm ground located in Grant or Adams County, Fode has agreed to lease (or sublet) the property to Odessa for purposes of potato production.

1. **TERM OF LEASE.** The term of this Lease shall commence on November 1, 2013, and shall terminate at the end of Tenant's harvest in 2024. "Growing Season" commences on October 1 in the year prior and concludes on October 15 in the following year or at the conclusion of harvest, whichever occurs last. By way of example, for the 2015 "Growing Season," Tenant shall take possession of the property designated above on October 1, 2014 and shall relinquish said property on October 15, 2015 or upon the completion of harvest, whichever occurs last.

2. **RENT.** Tenant shall pay Landlord a base rent for each irrigated acre that Tenant actually farms each year. The base rent each per acre year shall be as follows:

2014: \$700.00

2015 and 2016: \$675.00

2017, 2018, 2019, 2020, 2021, 2022, 2023, and 2024: To be determined by agreement of the parties in the year prior. For example, the parties shall mutually agree in 2016 on a rate per acre for the 2017 growing season. If the parties cannot agree on the amount of rent, each party shall select an appraiser of their choosing, and the appraisers selected by each



# POTATO FARMING LEASE

party shall agree on a third appraiser. The third appraiser shall determine the fair market rental value of potato ground (per acre) taking into consideration similar rates for similar potato ground located within a Thirty (30) mile radius of the leased property which is irrigated in a similar manner and which is growing similar potatoes. The third appraiser's determination shall be binding upon the parties.

The parties hereby agree that the number of irrigated acres Tenant farms each year have been approximated in the Property descriptions above. The parties further agree that Tenant shall compute the actual number of irrigated acres it farms each year by using a GPS device(s) during each growing season.

Tenant shall pay its annual rent to Landlord in two installments. The first rent payment ("Rent Payment 1") shall be paid on or before March 15 of each year, and the second rent payment ("Rent Payment 2") shall be made on or before October 30 of each year.

When Rent Payment 1 is due each year, the actual number of acres being farmed will be unknown (the growing season will have not have commenced). Thus, for purposes of computing Rent Payment 1, the parties have agreed to use the approximate acreage figures set forth above in the Property description. These approximate figures for a particular year will be multiplied by base rent per acre to arrive at an approximate total annual rent. Rent Payment 1 will equal one-half (50%) of the approximate total annual rent. Rent Payment 2 will be calculated after Tenant determines using a GPS device(s) the actual number of irrigable acres it is farming, which will allow the parties to compute the actual annual rent Tenant must pay. Rent Payment 2 will be equal to the actual annual rent less Rent Payment 1. Tenant hereby agrees that it shall reasonably

# POTATO FARMING LEASE

utilize the real property under the center pivot irrigation system to maximize the number of acres farmed unless the parties agree otherwise.

In addition to the base rent described above, in 2014, 2015, and 2016 only, Tenant hereby agrees to pay Landlord a "bonus" as follows: If Tenant's yield in a particular field is equal to or greater than 35 tons per acre (field run), Tenant shall pay Landlord an additional \$25.00 per irrigated acre in said field. If Tenant's yield in a particular field is equal to or greater than 37 tons per acre (field run), Tenant shall pay Landlord an additional \$50.00 per irrigated acre in said field. If Tenant's yield in a particular field is equal to or greater than 39 tons per acre (field run), Tenant shall pay Landlord an additional \$75.00 per irrigated acre in said field. If Tenant's yield in a particular field is equal to or greater than 40 tons per acre (field run), Tenant shall pay Landlord an additional \$100.00 per irrigated acre in said field. If Tenant's yield in a particular field is less than 35 tons per acre (field run), no bonus shall be due to Landlord. With respect to any bonus that is due, Tenant shall pay Landlord no later than October 30 of each year.

3. **USE OF THE PROPERTY.** Tenant covenants and agrees to operate, farm and maintain the Property in a good, husband-like manner according to the best standards followed in the area in which the Property is situated, and without unnecessary interruptions or delays, Tenant shall furnish all labor, machinery, equipment, supplies, fertilizers, seeds, pesticides, chemicals and everything else reasonably necessary and proper to the end that the Property shall produce crops of good quantity and quality.

Landlord hereby agrees that by September 30 of a given year, Landlord shall have his crops out of that portion of the Property that Tenant shall be farming in the subsequent year. The purpose of this provision is to ensure that Tenant is able to fumigate and fertilize properly. This

# POTATO FARMING LEASE

requirement whereby Landlord will have his crops out of the field by September 30 and have the Property in a state whereby Tenant can fertilize and fumigate will continue throughout the duration of this Farm Lease.

4. **CONDITION OF THE PROPERTY.** Tenant herewith certifies and agrees that Tenant has personally inspected the Property and that the Property is suitable for the uses and purposes of Tenant, with the following exceptions.

Some of Fode's existing center pivot irrigation systems located on property in Section 1 and Section 2 in Township 19 North, Range 29 EWM, Grant County, Washington, are old and in poor condition. Commencing in 2015, Fode will make a good faith effort to replace two (2) of the eight tower center pivot irrigation systems in Section 1 and Section 2 in Township 19 North, Range 29 EWM, Grant County, Washington. Fode will make a good faith effort to acquire two new (or moderately used) center pivot irrigation systems to replace the existing systems. If Fode acquires new (or moderately used) pivots, they will be moved each year to fields located in Section 1 and Section 2 in Township 19 North, Range 29 EWM, Grant County, Washington on which Odessa is raising potatoes. Odessa shall have the sole discretion each year to designate the fields to which Fode shall relocate the center pivot irrigation systems each year. Fode shall effectuate the relocation prior to Odessa's commencement of farming.

In addition, prior to commencement of the 2016 farming season, Fode shall make a good faith effort to purchase and install a new (or moderately used) center pivot irrigation system on "Fode K-22," which is located in the NW ¼ of Section 1, Township 19 North, Range 29 EWM, Grant County, Washington. (Grant County Tax Parcel No. 18-0143-000). The new (or moderately used) center pivot irrigation system installed on "Fode 22" shall not be relocated



# POTATO FARMING LEASE

each year. It shall remain stationary.

To the extent that Fode is unable to acquire new (or moderately used) pivots, Odessa may, at its option, terminate this Lease in its entirety, decline to lease the Property (or any portion thereof without penalty and said declination will not be considered a breach of this lease), or may approach Fode to discuss modification of rent in exchange for installation by Odessa of a new (or newer) center pivot irrigation system.

5. **WASTE.** Tenant shall not commit spoil or waste on any of the Property and shall surrender peaceful possession thereof at the termination of this Lease in a clean and neat condition, free and clear of all refuse and debris.

6. **TAXES.** Landlord shall pay all real estate taxes levied against the Property during the term of this Lease and all personal property taxes assessed against all of Landlord's personal property on the Property. Tenant shall pay all personal property taxes assessed by any governmental agency against personal property owned by Tenant or in which Tenant has rights which is maintained or used at any time on the Property.

7. **SPECIAL TAXES AND ASSESSMENTS.** Landlord shall pay all special assessments, including but not limited to Weed District and Mosquito Control District charged and assessed against the Property during the term of this Lease.

8. **WATER.** LANDLORD represents and warrants that the irrigation system is designed to deliver adequate irrigation water to the leased premises and that LANDLORD has all necessary water rights to provide water to TENANT at the date of execution of this Lease. LANDLORD DOES NOT WARRANT A CONTINUING WATER SUPPLY OR A FUNCTIONING IRRIGATION SYSTEM, AND IT IS EXPRESSLY AGREED THAT

# POTATO FARMING LEASE

LANDLORD SHALL NOT BE LIABLE, IN ANY EVENT, FOR CROP DAMAGES SUSTAINED, OR ANY OTHER DAMAGES SUSTAINED BY TENANT, AS A RESULT OF A DECREASE IN THE AVAILABLE WATER SUPPLY OR A FAILURE OF THE IRRIGATION SYSTEM, IT BEING EXPRESSLY UNDERSTOOD THAT THIS IS A RISK, WHICH IS TO BE BORNE BY THE TENANT.

Landlord acknowledges and agrees the water system that provides irrigation water to the Property also provides irrigation water to other property Landlord owns. Landlord acknowledges and agrees Tenant will be growing potatoes and that Tenant's potato crops shall have the highest priority in terms of use of available irrigation water. If there is an inadequate supply of irrigation water to irrigate all of the crops being served by the existing irrigation system, Landlord agrees and warrants that Tenant's potato crops shall be fully irrigated before any of Landlord's other properties or crops are irrigated.

Landlord shall pay all water charges assessed or billed for irrigation water delivered, used on or supplied to the Property.

Notwithstanding anything to the contrary stated in this Farm Lease, if the irrigation water allocated to the Property becomes unavailable or is diminished to such extent that, in Tenant's judgment, Tenant's ability to farm the Property may be materially and adversely affected, Tenant may, at its option, terminate this Lease upon twenty (20) days prior written notice to Landlord.

9. **UTILITIES.** Landlord shall pay all charges for electricity used on the Property, including but not limited to, electricity consumed in the operation of the center pivot irrigation systems located on the Property.

# POTATO FARMING LEASE

10. **IRRIGATION.** If Landlord operates the irrigation systems to irrigate the potato crop raised by Tenant, he shall operate the system in accordance with instructions given by Tenant and Tenant shall remain fully responsible for all decisions relating to proper application of water to Tenant's potato crop. Tenant shall irrigate and water the Property in such a manner as to water properly all crops and to prevent excessive erosion, washing away of the soil, or the drying up of farm crops and to irrigate the Property and the crops grown thereon in a good husbandlike manner in accordance with the best prevailing local crop irrigation practices.

11. **PUMPS & CENTER PIVOT IRRIGATION SYSTEMS.** Landlord has agreed to be solely responsible for all maintenance, repair, and operation of the center pivot irrigation system(s) and pumps located on the Property and to keep the same in excellent operating condition. Upon Landlord's receipt of notice from Tenant that the center pivot irrigation system(s) or pumps are in need of maintenance or repair, or upon notice of inadequate water pressure, volume or pattern, Landlord shall promptly conduct all maintenance and repair Tenant has requested. If Landlord fails to conduct the maintenance or repairs requested by Tenant within eight (8) hours of receiving notice from Tenant, Tenant may proceed to make such repairs and maintenance. If Tenant elects to make such repairs or maintenance to either the pumps or center pivot irrigation system, Tenant shall thereafter be entitled to offset the costs it incurs in conducting the repairs/maintenance against any future rent payment payable to Landlord. If there is no rent payment against which Tenant's maintenance and repair costs can be offset, Landlord shall promptly reimburse Tenant for the costs and expenses Tenant incurred in making the repairs/maintenance.



# POTATO FARMING LEASE

Tenant shall not allow or permit the use of any chemicals in the center pivot irrigation systems unless manufacturer's specifications permit such use and then only in strict compliance with such specifications.

Landlord shall be responsible for the winterization of center pivot irrigation systems.

12. **TENANT'S DEFAULT.** Tenant shall be in default of this Lease if Tenant (a) fails to timely observe or perform any term, covenant, condition herein set forth; or (b) fails or neglects to make the full amount of any payment of rent, interest or any other amounts required to be paid by Tenant in the full amount and precisely when obligated to do so.

13. **LANDLORD'S REMEDIES.** In the event Tenant is in default of this Lease, Landlord may, at Landlord's election, exercise the following remedies: suit for delinquencies and forfeiture and repossession. The foregoing remedies are cumulative and are not mutually exclusive and may be exercised in conjunction with each other to the extent permitted by law or in equity and shall be in addition to other rights or remedies granted by law or in equity for breach of this Lease.

14. **NOTICE.** Any notice, declaration, demand or communication to be given by a party to this Lease to the other shall be in writing and transmitted to the other party by certified U. S. mail, return receipt requested, postage fully prepaid, addressed as follows:

**To Landlord:** Ron Fode  
4943 Road N NE  
Moses Lake, Washington 98837

**To Tenant:** Odessa Farming LLC

# POTATO FARMING LEASE

2488 Road Q NE  
Moses Lake, Washington 98837

The mailing and certifying of any such notice as herein provided shall be sufficient service thereof. All notices complying with this paragraph shall be deemed effective two (2) business days following the deposit thereof in the U. S. mail, irrespective of the date of actual receipt of such notice by the addressee. Either party may be notice change such address for notice.

15. **PEACEFULLY HOLD.** Landlord hereby covenants that upon Tenant paying the rent hereby reserved and observing and performing several covenants herein contained, Tenant shall peacefully hold and enjoy the Property during the term of this Lease.

16. **ASSIGNMENT.** Tenant may convey, transfer or assign its interest hereunder in the Property, or any portion thereof, or enter into a sublease of all or any portion of the Property without Landlord's permission or consent.

17. **ATTORNEYS' FEES.** If any dispute arising under this Lease must be determined by litigation or arbitration, the prevailing party in such action shall be entitled to recover reasonable attorney fees, together with court or arbitration costs. Attorney fees recoverable by the prevailing party shall include attorney fees incurred in any bankruptcy proceeding (including, without limitation, any adversary proceeding or contested matter in any bankruptcy case) and appellate proceedings.

18. **LEGAL RELATIONSHIP.** The parties to this Lease execute the same solely as a landlord and a tenant. No partnership, joint venture or joint undertaking shall be construed

# POTATO FARMING LEASE

from these presents, and except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other.

19. **ENTIRE AGREEMENT.** This Lease contains the entire agreement of the parties hereto and, except for any agreements or warranties otherwise stated in writing to survive the execution and delivery of this Lease, supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Lease may be amended only by written instrument executed by Landlord and Tenant or their lawful successors and assigns subsequent to the date hereof.

20. **HEIRS AND ASSIGNS.** The terms, covenants and conditions of this Lease are binding upon and shall inure to the benefit or detriment of the legal representatives, assigns and successors in interest to the parties hereto.

21. **MEMORANDUM; RECORDING.** Following the execution of this Lease, the parties shall execute a Memorandum of Lease summarizing the essential terms of this Lease. The Memorandum may be recorded by either party in the office of the Auditor of Grant County, Washington. The Memorandum of Lease shall not disclose any of the financial or economic terms contained in this Lease.

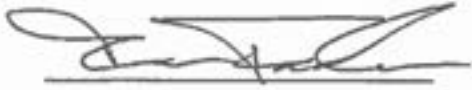


# POTATO FARMING LEASE

year first above written.

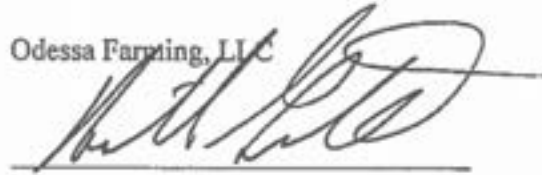
**LANDLORD:**

**TENANT:**

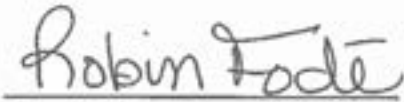


By: Ron Fode

Odessa Farming, LLC



By: Heath Gimmetstad  
Title: Manager



By: Robin Fode



# WELL, PUMP & TOWER INFORMATION

## **Tract 1 Well Information**

### *Middle Well*

300hp motor  
New bowls in 2013  
490' Deep  
Flowsolve 12 stage pump  
1400 gallons/min  
@720 feet of head  
Static Test is Forthcoming

### *North Well*

500' Column  
Yield 1400 gallons/min  
10" column, 3" x 1-15/16" tube and shaft.  
Static Test is Forthcoming

## **Tract 2 Pump Info**

New Cornell 125hp  
New Cornell 100hp

## **Tract 4 Pump Info**

GE Md 5K6258XH1A- 75hp  
Centrifugal 30hp GE Motor Pump

## **Tower Information**

### *Tract 1*

1980s Valley 9 Tower Pivot  
1980s Valley 4 Tower Pivot  
1980s Valley 2 Tower Pivot

### *Tract 2*

1980s Valley 8 Tower Pivot

### *Tract 3*

1980s Valley 9 Tower Pivot

### *Tract 4*

1990s Zimmatic 11 Tower Pivot  
1970s Zimmatic 7 Tower Pivot  
1970s Zimmatic 6 Tower Pivot  
1980s Valley 8 Tower Pivot  
1970s Valley 5 Tower Pivot  
1970s Sargent (Aluminum Pipe) 4 Tower Pivot



# FIRST RIGHT OF REFUSAL

## FROR REIMBURSEMENT

If Seller is required to sell the Property to the First Right Holder pursuant to the terms of the First Right: (a) Seller shall promptly notify Buyer that Seller is required to sell the Property to the First Right Holder; (b) Seller and Buyer shall promptly execute and deliver instructions to the escrow agent to deliver the Earnest Money to Buyer; (c) Seller shall pay Buyer simple interest on the Earnest Money at the rate of 18.25% per annum accruing from the date on which the escrow agent received the Earnest Money until the date on which the Earnest Money is sent to Buyer; and (d) this Agreement shall be terminated in all respects (provided that the parties' obligations under this paragraph shall survive such termination). The Earnest Money and interest payment shall be sent to Buyer at the address of Buyer provided in this Agreement unless Buyer has provided clear instructions to Seller or Seller's agent for an alternative delivery method. No interest shall be due on the Earnest Money except as provided in this paragraph.

## RIGHT OF FIRST REFUSAL

### GRANTOR:

1. RON FODE and ROBIN FODE, husband and wife

### GRANTEE:

1. WHEELER LAND HOLDINGS ~~LLC~~, a Washington limited liability company

### LEGAL DESCRIPTION:

ASSESSOR'S PARCEL NUMBER: 19-0396-000; 19-0397-000; 18-0145-000; 18-0147-000; 18-0148-000; 18-0144-000; 18-0143-001; 18-0143-000; 19-0403-000; 19-0404-000; 19-0405-000

SCHULTHEIS TABLER WALLACE PLLC  
LAWYERS

P.O. BOX 876 56 C STREET N.W.  
EPHRATA, WASHINGTON 98823  
TELEPHONE (509) 754-5264

# FIRST RIGHT OF REFUSAL

## RIGHT OF FIRST REFUSAL

GRANTOR, RON FODE and ROBIN FODE, husband and wife, in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is acknowledged, hereby grants GRANTEE, WHEELER LAND HOLDINGS/ LLC, a Washington limited liability company, a right of first refusal to purchase the following described real estate and the irrigation equipment located thereon (hereinafter "Property"), subject to the conditions and terms set forth herein

Fode 41-10: Farm Unit 10, Block 41, Less Tax #12640 and Farm Unit 41, in Section 33, Township 20 North, Range 29 EWM, Grant County, Washington. (Grant County Tax Parcel No. 19-0396-000, 19-0397-000)

Fode 5: NW ¼ of Section 2, Township 19 North, Range 29 EWM, Grant County, Washington. (Grant County Tax Parcel No. 18-0145-000).

Fode 6: SW ¼ of Section 2, Township 19 North, Range 29 EWM, Grant County, Washington. (Grant County Tax Parcel No. 18-0147-000).

Fode 14: SW ¼ of Section 1, Township 19 North, Range 29 EWM, Grant County, Washington. (Grant County Tax Parcel No. 18-0143-001)

Fode K-22: NW ¼ of Section 1, Township 19 North, Range 29 EWM, Grant County, Washington. (Grant County Tax Parcel No. 18-0143-000).

Fode K-23: NE ¼ of Section 1, Township 19 North, Range 29 EWM, Grant County, Washington. (Grant County Tax Parcel No. 18-0143-000).

Fode 41-17, 41-18: Farm Unit 17 and Farm Unit 18, Block 41, Section 33, Township 20 North, Range 29 EWM, Grant County, Washington. (Grant County Tax Parcel No. 19-0403-000 and 19-0404-000).

# FIRST RIGHT OF REFUSAL

Code K-21: NE ¼ of Section 2, Township 19 North, Range 29 EWM, Grant County, Washington. (Grant County Tax Parcel No. 18-0144-000).

Code 41-19, 41-20: Farm Unit 19 and Farm Unit 20, Block 41, Section 33, Township 20 North, Range 29 EWM, Grant County, Washington. (Grant County Tax Parcel No. 19-0405-000)

This Right of First Refusal shall continue until December 31, 2023, at which time it shall terminate, expire, and thereafter be null and void.

Grantee shall have the first and absolute right to purchase the Property, or any portion thereof, on the same terms and conditions as are offered to Grantor by any third party. If Grantor receives a bona fide offer from a third party to purchase the Property, or any portion thereof, and if Grantor finds said offer to be acceptable, before accepting said offer Grantor shall first offer to sell the Property, or any portion thereof, to Grantee on the same terms and conditions established in said offer. Immediately upon Grantor's receipt of an acceptable bona fide offer from a third party for the purchase of the Property, or any portion thereof, Grantor shall give written notice of said offer to Grantee, providing Grantee with all information relevant to said offer, including a copy thereof. Grantee shall have the exclusive right to purchase the Property from Grantor upon the same terms and conditions established by the offer for a period of twenty (20) days after delivery of the notice of said offer to Grantee (excluding the day of delivery). If Grantee does not exercise its Right of First Refusal and does not give written notice of its intent to purchase the Property upon the terms and conditions of the offer communicated to it by Grantor within the twenty (20) day Right of First Refusal period, then all rights of Grantee under the terms of this Right of First Refusal shall terminate.







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