

Return to:

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P. O. Box 409 - 455 E. Hemlock, Suite A
Othello, Washington 99344

**IRRIGATION WATER AGREEMENT
Tract 4**

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

1. Additional references on page _____ of document

Grantor(s)

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

Grantee(s)

1. _____, Tract 4 Owner

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

1. 19-0396-001 (Fode): ptn of Farm Unit 10, Irrigation Block 41

2. 19-0396-000 – ptn (Fode): Ptn of Farm Unit 10, Irrigation Block 41

Additional legal description on 2 of document

Assessor's property tax parcel or account number

1. 19-0396-001 (Fode)

2. 19-0396-000 – ptn (Fode)

Additional parcel numbers on page 2 of document

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

3. 19-0398-000 (Tract 4 Owner): Farm Unit 12, Irrigation Block 41
4. 19-0397-000 (Tract 4 Owner): Farm Unit 11, Irrigation Block 41
5. 19-0396-000 – ptn (Tract 4 Owner): Ptn of Farm Unit 10, Irrigation Block 41
6. 19-0403-000 (Tract 4 Owner): Farm Unit 17, Irrigation Block 41
7. 19-0404-000 (Tract 4 Owner): Farm Unit 18, Irrigation Block 41
8. 19-0405-000 (Tract 4 Owner): Farm Unit 19, Irrigation Block 41

Additional Assessor's property tax parcel or account number

3. 19-0398-000 (Tract 4 Owner)
4. 19-0397-000 (Tract 4 Owner)
5. 19-0396-000 – ptn (Tract 4 Owner)
6. 19-0403-000 (Tract 4 Owner)
7. 19-0404-000 (Tract 4 Owner)
8. 19-0405-000 (Tract 4 Owner)

THIS IRRIGATION WATER AGREEMENT, is made and entered into effective the ____ day of _____, 2016, by and between RONALD L. FODE and ROBIN M. FODE, husband and wife, hereinafter referred to as "FODE" and the undersigned who purchased Tract 4, LESS Residence being retained by FODE, and more completely depicted on Map attached as Exhibit "A," from FODE at auction, which property owner is hereinafter referred to as "TRACT 4 OWNER."

WHEREAS, FODE, as owner of Tract 4 and the Residence property, has commissioned Chuck Yarbro, Jr., Rafter Y Auction Company, LLC, d/b/a Chuck Yarbro Auctioneers of Moses Lake, Washington, to sell Tract 4 reserving unto themselves the Residence property which is or has been defined pursuant to boundary line adjustment, and

WHEREAS, TRACT 4 OWNER has purchased Tract 4 excepting Residence property, and

WHEREAS, FODE and TRACT 4 OWNER obtain their irrigation water from the East Columbia Basin Irrigation District utilizing a common turn-out and weir box and distribution line running from the Southeast corner of their property to the pond located upon FODE'S Residence property, and

WHEREAS, FODE and TRACT 4 OWNER desire to agree as to how they will share costs of water, electricity, and costs of repairing, replacing and maintaining the water delivery system and utilize the water for their mutual benefit,

NOW THEREFORE, in consideration of the mutual covenants contained herein and in consideration of TRACT 4 OWNER acquiring the property and for other good and valuable consideration, FODE and TRACT 4 OWNER agree as follows:

1. **ACRES OWNED:** FODE and TRACT 4 OWNER agree that as of the effective date of this Agreement, FODE is the owner of Tract 4 property depicted on

Map attached as Exhibit "A." FODE is retaining the Residence property described per boundary line adjustment depicted on Map attached as Exhibit "A-1." TRACT 4 OWNER has or shall purchase all of the remaining property described in Tract 4 property (Exhibit "A"). The acres owned by each are described as follows:

<u>Property Owner</u>	<u>Property</u>	<u>Assessed Acres</u>
Ronald L. Fode and Robin M. Fode, husband and wife	Residence Property Fully described on Exhibit "B"	9.5+/-
Tract 4 Owner	Tract 4 Fully described on Exhibit "B"	494.84+/-

Any PURCHASER acquiring property as depicted on attached Exhibit "A" shall be required to execute a signature page to be attached to this Agreement and shall conform with all terms and conditions set forth in this Agreement.

2. **WATER SERVICE CONTRACT:** FODE and TRACT 4 OWNER agree and acknowledge that the property depicted on attached Exhibit "A" is subject to laws relating to the Columbia Basin Project administered by the East Columbia Basin Irrigation District. Water is provided pursuant to water service contract. A base allotment charge is due and payable whether or not water is used by any individual owner. FODE and TRACT 4 OWNER each agree to pay their water allotment charge annually in advance, whether or not water is used in accordance with the water service contract herein.

3. **EXCESS WATER:** FODE and TRACT 4 OWNER agree that the Bureau of Reclamation and/or East Columbia Basin Irrigation District charge for any excess water delivered to Tract 4 which exceeds the base allotment. FODE and TRACT 4 OWNER agree that FODE'S usage of water to irrigate lawns will never require excess water.

TRACT 4 OWNER agrees to pay for any and all excess water ordered and delivered to Tract 4 which exceeds the base allotment.

4. **ACCESS TO WATER:** FODE and TRACT 4 OWNER agree that TRACT 4 OWNER is entitled to utilize the pond constructed on FODE'S Residential property, PROVIDED, HOWEVER, that TRACT 4 OWNER shall comply with all reasonable rules promulgated by FODE to maintain the pond and preserve natural aquatic vegetation and fish including the obligation to keep the pond full at all times during the irrigation season. TRACT 4 OWNER currently utilizes weir 10A to accept irrigation water. FODE'S retains the right to utilize weirs 10B and 19A which are not currently being used but may be used in the future. TRACT 4 OWNER shall apply all fertilizers and/or chemicals through irrigation pivots and shall not pollute the pond with such fertilizers and/or chemicals. TRACT 4 OWNER shall be solely responsible for repairing, maintaining and replacing the 10A weir and shall be solely responsible for repairing and maintaining the weirs located in the irrigation pond. FODE shall be solely responsible for repairing, replacing and maintaining the irrigation pond unless the need for repairs is the result of TRACT 4 OWNER'S negligent utilization of the pond.

5. **SHARED DISTRIBUTION SYSTEM:** FODE and TRACT 4 OWNER agree that each shall use the water delivery system and TRACT 4 OWNER shall pay 100% of the costs of repairs of the delivery weir located in the Southeast corner of Tract 4 property and the delivery system which delivers water to the pond and to Tract 4 irrigation pivots which are identified as Pivots 10, 11, 12, 18, 19, and 20 and the weir located in the pond and any future irrigation systems delivered upon Tract 4 property.

6. **YARD WATER:** FODE and TRACT 4 OWNER agree that FODE shall be entitled at all times to order through TRACT 4 OWNER sufficient water to keep the

irrigation pond full and irrigate FODE'S Residential lawn and yard without charge other than paying FODE'S base allotment fee.

7. **ELECTRICITY:** FODE and TRACT 4 OWNER agree that TRACT 4 OWNER shall own the irrigation pumps described on attached Exhibit "C." FODE shall own the 2 pumps utilized to irrigate FODE'S lawn. TRACT 4 OWNER shall pay all power metered to operate the 3 irrigation pumps pumping out of the pond including FODE'S 2 lawn pumps which are not separately metered. In addition, TRACT 4 OWNER shall pay all costs of electricity metered through 2 meters used to run 2 pivots located adjacent to Road 6.

8. **CONTROL OF SYSTEM:** FODE and TRACT 4 OWNER agree that TRACT 4 OWNER shall manage and control the water delivery system. TRACT 4 OWNER shall place all orders for water and shall be responsible for overseeing and billing for all repairs, maintenance and replacement to the irrigation system.

9. **COOPERATION:** FODE and TRACT 4 OWNER acknowledge that they must cooperate in the use of the irrigation distribution system.

10. **ARBITRATION:** FODE and TRACT 4 OWNER agree that any unresolved dispute relating to rights under this Agreement shall be submitted to arbitration in accordance with the then prevailing rules of the American Arbitration Association. Arbitrators chosen in accordance with those rules shall determine the dispute in accordance with the terms and provisions of this Agreement and the decision of these Arbitrators shall be binding upon all parties to this Agreement. All parties to the dispute shall share equally the costs of arbitration.

11. **ACCESS AND UTILITY EASEMENT:** FODE and TRACT 4 OWNER agree that each shall be entitled to the benefit of access and utility easements in their current locations upon and under the property described on attached Exhibit "A." FODE and

TRACT 4 OWNER agree that each shall be entitled to utilize the legal access located adjacent to the Bureau of Reclamation canal ditch as necessary but TRACT 4 OWNER shall utilize the Bureau ditch bank road as much as possible so long as the Bureau of Reclamation and/or East Columbia Basin Irrigation District allow individuals to utilize the road. FODE and TRACT 4 OWNER each agree that they shall share the expense of maintaining the legal access graveled road and the Bureau of Reclamation ditch bank road so that FODE may reasonably access the Residential property and TRACT 4 OWNER may access the remaining property.

12. **WASTE WATER:** FODE and TRACT 4 OWNER agree that FODE is retaining and reserving the right to capture all waste water from the property described on attached Exhibit "A" which collects upon the West side of Tract 4 property being irrigated, together with the right to install buried underground pipe to carry the water to the Eastern boundary of Tract 4 at the approximate location shown on attached Exhibit "D" for conveyance to other property owned by FODE, PROVIDED, HOWEVER, that FODE shall install any buried pipeline deep enough so that it does not interfere with TRACT 4 OWNER'S farming operations and, PROVIDED, FURTHER, that FODE shall reimburse TRACT 4 OWNER for any growing crops destroyed when pipeline is installed. This reserved right shall terminate 5 years after the date of this Agreement if FODE has not obtained the necessary permits, approvals and easements and installed the system necessary to convey the water to the Eastern boundary of Tract 4. TRACT 4 OWNER shall be entitled to utilize waste water on Tract 4 until and unless FODE obtains the necessary permits, approvals and easements and constructs the facilities necessary to carry the water to the Eastern boundary of Tract 4 at which time TRACT 4 OWNER shall not further utilize or reduce the amount of waste water which would otherwise be available to FODE.

13. **VENUE:** FODE and TRACT 4 OWNER agree that the venue of any action brought to enforce the terms of this Agreement shall be in Grant County, Washington.

14. **ATTORNEY FEES:** FODE and TRACT 4 OWNER agree that the prevailing parties in any arbitration proceedings or litigation brought to enforce the terms and conditions of this Agreement shall be entitled to costs and reasonable attorney fees.

15. **SUCCESSORS IN INTEREST:** FODE and TRACT 4 OWNER agree that this Agreement shall be binding upon the heirs, assigns and successors in interest of the parties hereto.

///End of Body of Document

THIS IRRIGATION WATER AGREEMENT made effective the date and year first above written.

Dated: _____

RONALD L. FODE

Dated: _____

ROBIN M. FODE

TRACT 4 OWNER

Dated: _____

(Print Name) _____

Dated: _____

(Print Name) _____

STATE OF WASHINGTON)
) ss. Individual Acknowledgment
COUNTY OF _____)

I certify that I know or have satisfactory evidence that RONALD L. FODE is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

(Print Name) _____
Notary Public in and for the State of
Washington, residing at _____
My Commission Expires: _____

STATE OF WASHINGTON)
) ss. Individual Acknowledgment
COUNTY OF _____)

I certify that I know or have satisfactory evidence that ROBIN M. FODE is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

(Print Name) _____
Notary Public in and for the State of
Washington, residing at _____
My Commission Expires: _____

STATE OF WASHINGTON)
) ss. Individual Acknowledgment
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

(Print Name) _____
Notary Public in and for the State of
Washington, residing at _____
My Commission Expires: _____

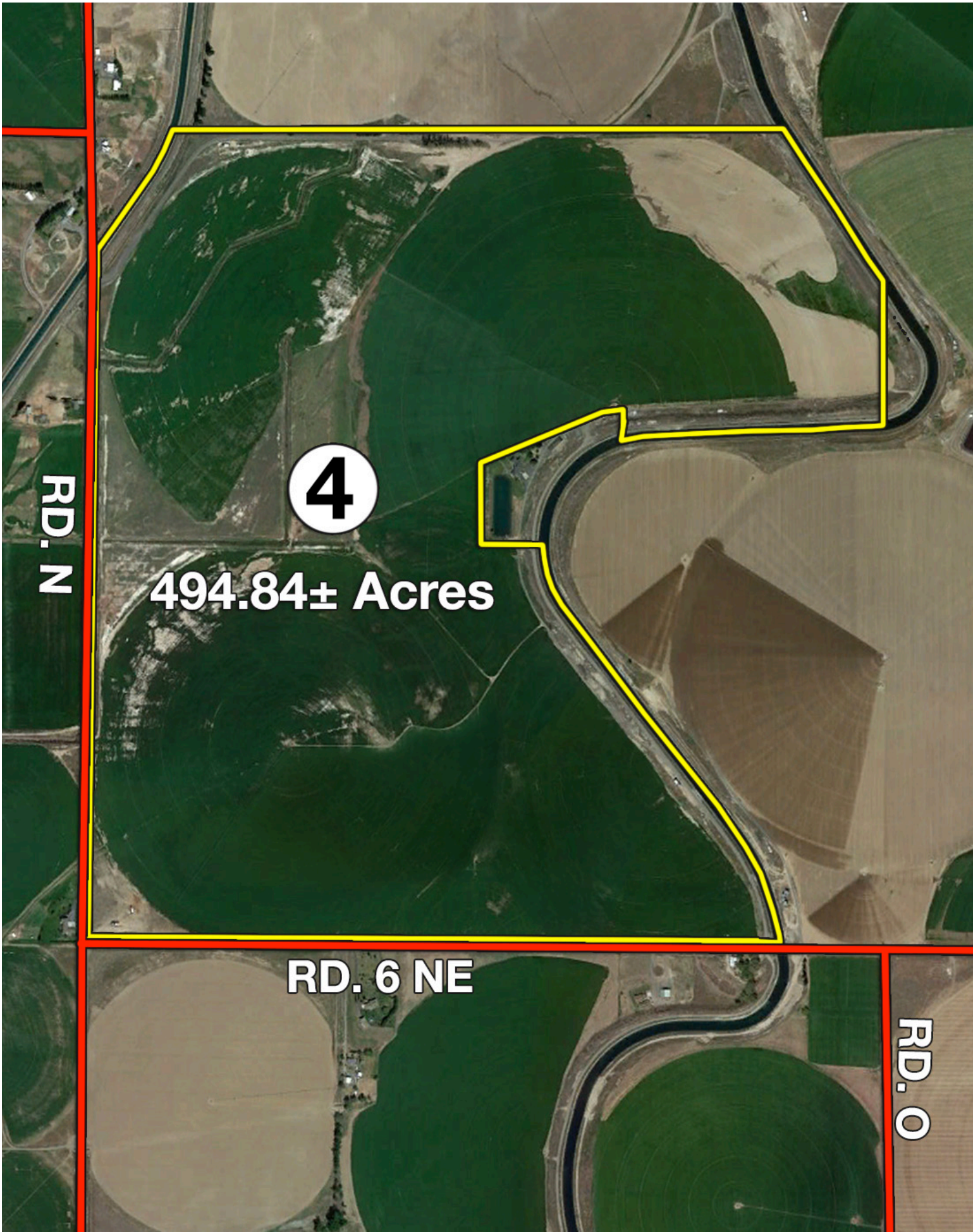
STATE OF WASHINGTON)
) ss. Individual Acknowledgment
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

(Print Name) _____
Notary Public in and for the State of
Washington, residing at _____
My Commission Expires: _____

EXHIBIT "A"
TRACT 4 MAP

See Next One Page



4

494.84± Acres

RD. N

RD. 6 NE

RD. O

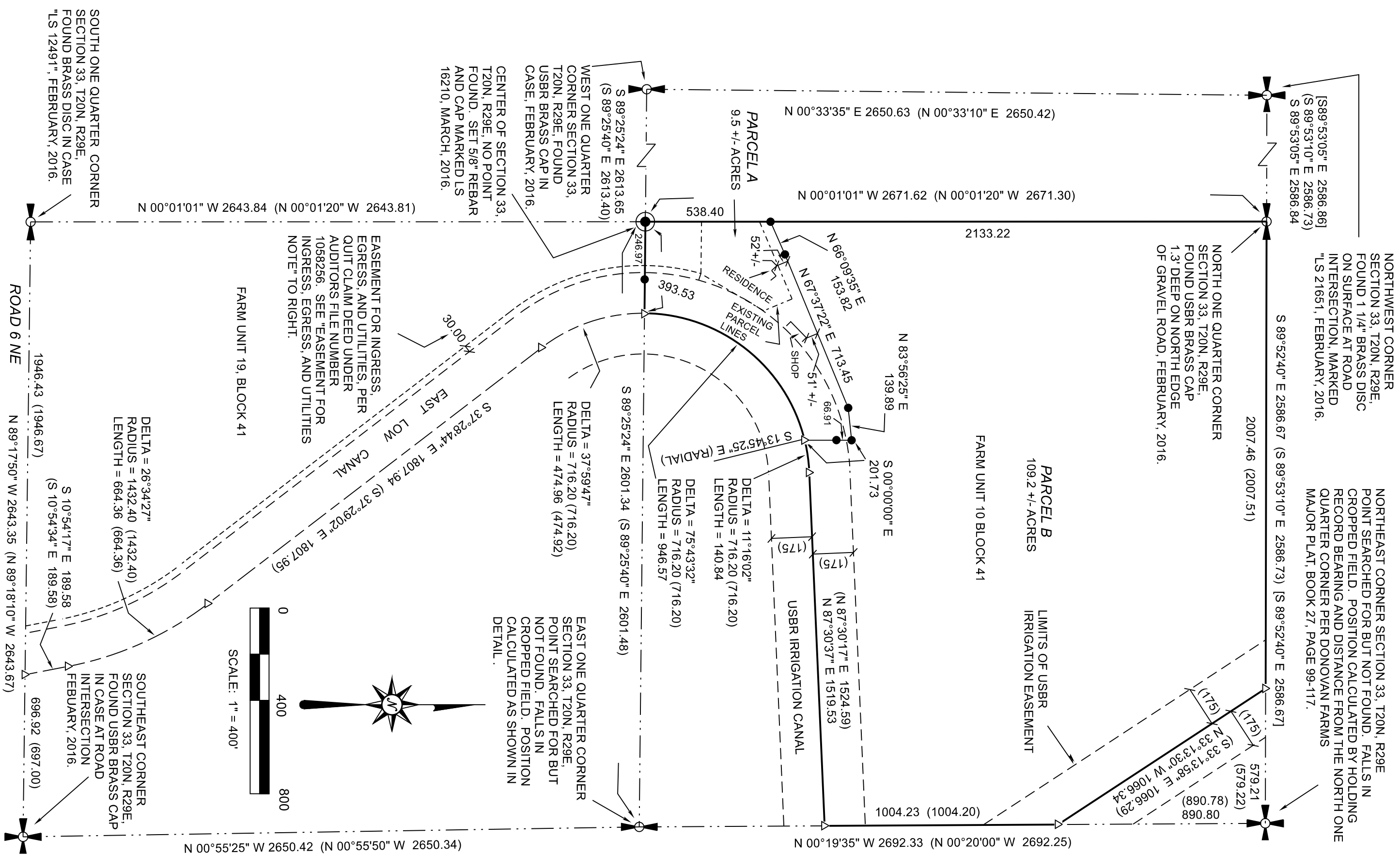
EXHIBIT "A-1"
BOUNDARY LINE ADJUSTMENT MAP

See Next Three Pages



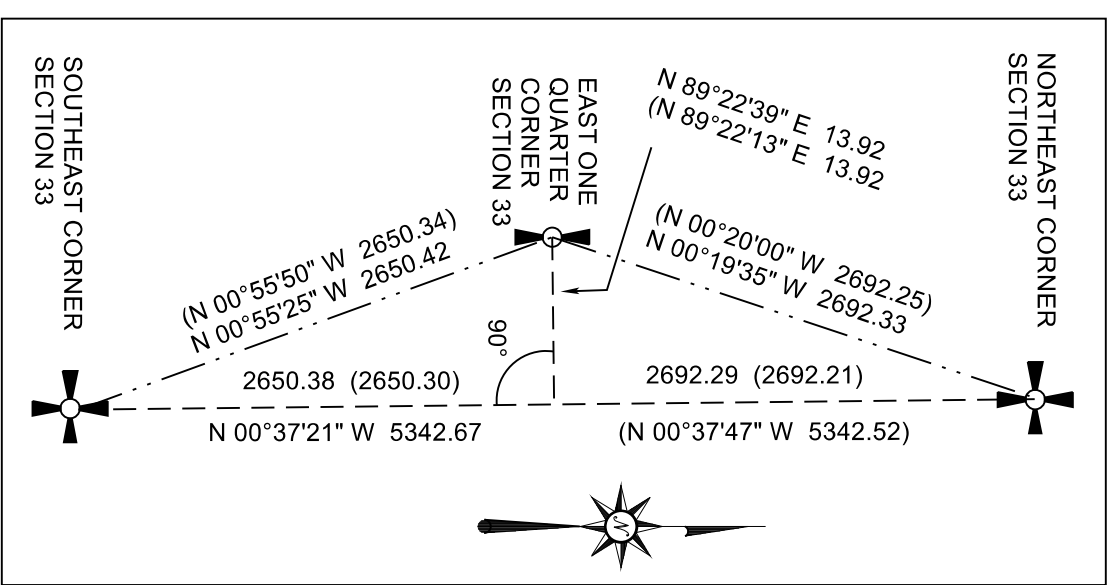
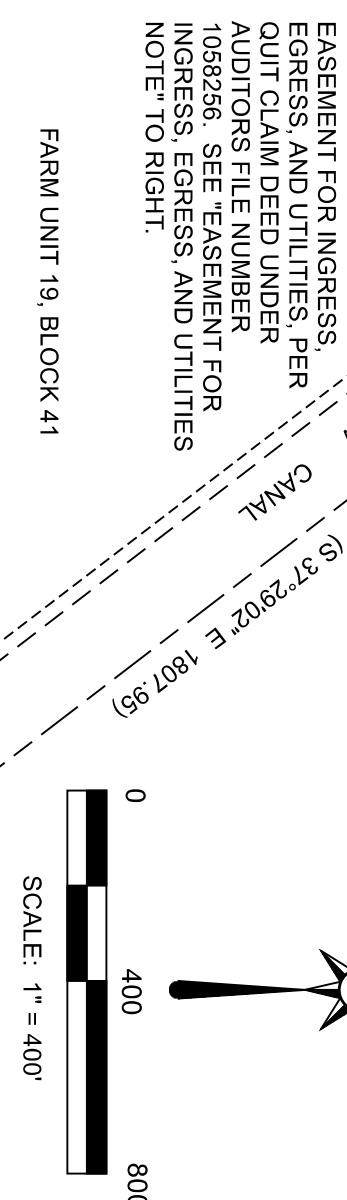
BOUNDARY LINE ADJUSTMENT / RECORD OF SURVEY

A PORTION OF SECTION 33, TOWNSHIP 20 NORTH, RANGE 29 EAST, W.M., GRANT COUNTY, WASHINGTON



NORTHWEST CORNER
SECTION 33, T20N, R29E
FOUND 1 1/4" BRASS DISC
ON SURFACE AT ROAD
INTERSECTION, MARKED
"LS 21651, FEBRUARY, 2016.
[S 89°53'10" E 2586.86]
[S 89°53'05" E 2586.84]

NORTHEAST CORNER SECTION 33, T20N, R29E
POINT SEARCHED FOR BUT NOT FOUND. FALLS IN
CROPPED FIELD. POSITION CALCULATED BY HOLDING
RECORDED BEARING AND DISTANCE FROM THE NORTH ONE
QUARTER CORNER PER DONOVAN FARMS
MAJOR PLAT BOOK 27, PAGE 99-117.



EASEMENT FOR INGRESS, EGRESS, AND UTILITIES NOTE:

THE DESCRIPTION FOR THIS EASEMENT IN QUIT CLAIM DEED RECORDED UNDER AUDITORS' FILE NUMBER 1058256 REFERENCED THE CANAL AS "EL 24". THIS CANAL IS REFERENCED ON THE FARM UNIT MAPS AS THE "EAST LOW CANAL" AND A REFERENCE COULD NOT BE FOUND TO "EL 24". IT IS ASSUMED THAT THE INTENT WAS FOR THE EASEMENT TO BE ADJACENT TO THE WESTERLY RIGHT OF WAY LINE OF THE EAST LOW CANAL. IT IS SUGGESTED THAT THE DESCRIPTION BE AMENDED TO REFERENCE THE EAST LOW CANAL TO PROVIDE CLARITY ON THIS DOCUMENT AND SUBSEQUENT DOCUMENTS.

NOTES:

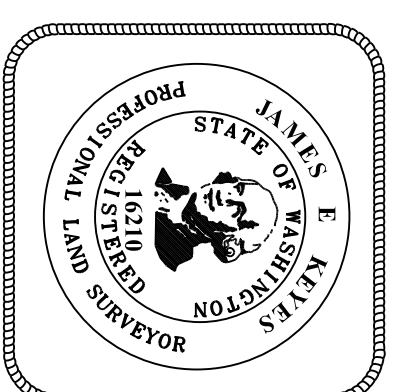
METHOD OF SURVEY: GLOBAL POSITIONING AND RADIAL TIES WITH AN ACCURACY MEETING OR EXCEEDING STANDARDS IN WAC 332-130-090.

EQUIPMENT USED: TOPCON HIPER GPS SYSTEM AND A TOPCON 3100 TOTAL STATION-S7 THEODOLITE AND COMBINED ELECTRONIC DISTANCE METER.

BASIS OF BEARING: THE BEARING OF S 89°53'05" E BETWEEN FOUND MONUMENTS ON THE NORTH LINE OF THE NORTHWEST ONE QUARTER OF SECTION 33 IS THE SAME AS SHOWN ON DONOVAN FARMS MAJOR PLAT IN BOOK 27 PAGES 99-117, RECORDS OF GRANT COUNTY, WASHINGTON.

LEGEND

- = SET 5/8" REBAR AND CAP MARKED "LS16210" MARCH, 2016.
- △ = MAPPING SYMBOL ONLY--NO POINT FOUND OR SET.
- USBR = UNITED STATES BUREAU OF RECLAMATION
- () = RECORD DATA PER THE REFERENCED FARM UNIT PLAT MAP(S) AND/OR THE SUBDIVISION DATA FOR SECTION 33 ON FILE AT THE USBR OFFICE, EPHRAATA, WA.
- [] = RECORD DATA PER THE DONOVAN FARMS MAJOR PLAT, RECORDED IN BOOK 27, PAGES 99-117.



JAMES E. KEYES
CERTIFICATE NO. 16210
DATE

PRAIRIE LAND SURVEYING
5134 ROAD E 7 NE
MOSES LAKE, WA. 98837
PH: 509-750-9133

JOB NO. 15-236 DATE: 03-03-2016 SHEET 1 OF 2

BOUNDARY LINE ADJUSTMENT / RECORD OF SURVEY

A PORTION OF SECTION 33, TOWNSHIP 20 NORTH, RANGE 29 EAST W.M., GRANT COUNTY, WASHINGTON

NEW LEGAL DESCRIPTIONS

PARCEL NUMBER 190396001, BEING THAT CERTAIN PARCEL DESCRIBED IN QUIT CLAIM DEED RECORDED UNDER AUDITORS FILE NUMBER 10362366, RECORDS OF GRANT COUNTY, WA.

THAT PORTION OF FARM UNIT 10, IRRIGATION BLOCK 41, COLUMBIA BASIN PROJECT, IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 20 NORTH, RANGE 29 EAST, W.M., GRANT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A U.S.B.R. BRASS CAP MONUMENT MARKING THE WEST QUARTER CORNER OF SAID SECTION; THENCE NORTH 89°25'36" WEST FOLLOWING THE EAST-WEST MID-SECTION LINE AND THE NORTH BOUNDARY OF FARM UNIT 17, OF SAID IRRIGATION BLOCK, 2813.41 FEET TO THE CENTER OF SAID SECTION AND THE SOUTHWEST CORNER OF SAID FARM UNIT 10, THENCE NORTH 00°01'16" WEST, FOLLOWING THE WEST BOUNDARY OF SAID FARM UNIT 10, 241.97 FEET, TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°01'16" WEST, 248.71 FEET; THENCE NORTH 67°05'31" EAST, 360.58 FEET; THENCE SOUTH 22°34'47" EAST, 131.98 FEET; THENCE SOUTH 30°33'28" WEST, 313.71 FEET; THENCE NORTH 89°14'56" WEST, 223.28 FEET, TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS, AND UTILITIES OVER, UNDER, ACROSS AND THROUGH THAT PORTION OF FARM UNITS 10 AND 19, IRRIGATION BLOCK 41, COLUMBIA BASIN PROJECT, IN THE EAST HALF OF SECTION 33, TOWNSHIP 20 NORTH, RANGE 29 EAST, W.M., GRANT COUNTY, WASHINGTON BEING A STRIP OF LAND 30.00 FEET IN WIDTH, PARALLEL WITH, ADJACENT TO AND 30.00 FEET WESTERLY OF THE WESTERLY RIGHT-OF-WAY BOUNDARY OF U.S.B.R. CANAL EL24; BOUND ON THE SOUTH BY THE SOUTH BOUNDARIES OF SAID SECTION 33 AND SAID FARM UNIT 19, AND BOUND ON THE NORTH BY THE SOUTHEASTERLY BOUNDARY OF THE ABOVE DESCRIBED PARCEL.

PARCEL NUMBER 19039600, BEING A PORTION OF PARCEL 2 DESCRIBED IN QUIT CLAIM DEED RECORDED UNDER AUDITORS FILE NUMBER 803790, RECORDS OF GRANT COUNTY, WA.

FARM UNIT 10, IRRIGATION BLOCK 41, COLUMBIA BASIN PROJECT, AS PER PLAT THEREOF FILED APRIL 11, 1951, RECORDS OF GRANT COUNTY, WASHINGTON.

EXCEPT THE FOLLOWING DESCRIBED PARCEL:

THAT PORTION OF FARM UNIT 10, IRRIGATION BLOCK 41, COLUMBIA BASIN PROJECT, IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 20 NORTH, RANGE 29 EAST, W.M., GRANT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A U.S.B.R. BRASS CAP MONUMENT MARKING THE WEST QUARTER CORNER OF SAID SECTION; THENCE NORTH 89°23'36" WEST FOLLOWING THE EAST-WEST MID-SECTION LINE AND THE NORTH BOUNDARY OF FARM UNIT 17, OF SAID IRRIGATION BLOCK, 2813.41 FEET TO THE CENTER OF SAID SECTION AND THE SOUTHWEST CORNER OF SAID FARM UNIT 10; THENCE NORTH 00°01'16" WEST, FOLLOWING THE WEST BOUNDARY OF SAID FARM UNIT 10, 241.97 FEET, TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°01'16" WEST, 248.71 FEET; THENCE NORTH 67°05'31" EAST, 360.58 FEET; THENCE SOUTH 22°34'47" EAST, 131.98 FEET; THENCE SOUTH 30°33'28" WEST, 313.71 FEET; THENCE NORTH 89°14'56" WEST, 223.28 FEET, TO THE TRUE POINT OF BEGINNING.

SURVEY NARRATIVE

THE PURPOSE OF THE BOUNDARY LINE ADJUSTMENT / RECORD OF SURVEY IS TO REDEFINE THE LINES OF PARCEL NUMBERS 190396001 AND 190396000, TO BETTER FIT THE EXISTING USES.

THE CLIENT FURNISHED THE GRANT COUNTY ASSESSOR PARCEL NUMBERS OF THE PARCELS TO BE INCLUDED IN THIS PROJECT. THE MOST CURRENT RECORD DOCUMENT(S) WITH THE LEGAL DESCRIPTIONS OF THE PARCELS WERE OBTAINED FROM THE CHICAGO TITLE INSURANCE COMPANY. NO OTHER LEGAL DESCRIPTIONS WERE PROVIDED, NOR WAS A CURRENT ABSTRACT OF TITLE PROVIDED FOR SAID PARCELS.

THE RECORD DOCUMENTS USED FOR REFERENCE ON THIS PROJECT ARE AS FOLLOWS:

QUIT CLAIM DEED RECORDED UNDER AUDITORS FILE NUMBER 803790
QUIT CLAIM DEED RECORDED UNDER AUDITORS FILE NUMBER 10582366

DONOVAN FARMS MAJOR PLAT RECORDED IN VOLUME 27, PAGES 99-117

FARM UNIT PLAT MAP ENTITLED SHEET 2 OF 9 SUPPLEMENTAL SHEETS OF THE FINAL FARM UNIT PLAT OF IRRIGATION BLOCK 41, DATED DECEMBER 12, 1962 WITH A LAST REVISION DATE OF 12-28-73, OBTAINED FROM THE UNITED STATES BUREAU WEBSITE.

RECORDED AND UNRECORDED DOCUMENTS, MAPS, DEEDS, PRESCRIPTIONS, VERBAL CONTRACTS, AND EASEMENTS MAY EXIST THAT AFFECT THE MAPPED PARCELS OF THIS SURVEY. NO ATTEMPT WAS MADE TO PLOT ANY OF THE AFOREMENTIONED BEYOND THOSE SHOWN. NO ATTEMPT WAS MADE TO DETERMINE THE STATUS OF ROAD RIGHTS OF WAY, IF ANY.

NEW LEGAL DESCRIPTIONS

PARCEL A

A PORTION OF FARM UNIT 10, IRRIGATION BLOCK 41, COLUMBIA BASIN PROJECT, PER THE PLAT THEREOF RECORDED APRIL 11, 1951, RECORDS OF GRANT COUNTY, WASHINGTON; IN SECTION 33, TOWNSHIP 20 NORTH, RANGE 29 EAST, W.M.; AND SHOWN ON A BOUNDARY LINE ADJUSTMENT RECORD OF SURVEY BY PRAIRIE LAND SURVEYING DATED MARCH 03, 2016; DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID FARM UNIT 10, ALSO BEING THE SOUTHWEST CORNER OF THE NORTHEAST ONE QUARTER OF SAID SECTION 33; THENCE N 00°01'01" W, ALONG THE WEST LINE OF SAID FARM UNIT 10, ALSO BEING THE WEST LINE OF SAID NORTHEAST ONE QUARTER OF SECTION 33, 538.40 FEET; THENCE N 66°09'35" E, 153.82 FEET; THENCE N 67°37'22" E, 713.45 FEET; THENCE N 83°56'25" E, 139.89 FEET; THENCE S 00°00'00" E, 201.73 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID FARM UNIT 10, SAID POINT BEING ON A CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS S 13°45'25" E, 716.20 FEET; THENCE SOUTHWESTERLY, ALONG SAID SOUTHERLY LINE OF FARM UNIT 10, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 75°43'32", A DISTANCE OF 946.57 FEET TO THE SOUTH LINE OF SAID NORTHEAST ONE QUARTER OF SECTION 33; THENCE N 89°25'24" W, ALONG SAID SOUTH LINE OF FARM UNIT 10, AND SAID SOUTH LINE OF THE NORTHEAST ONE QUARTER OF SECTION 33, 393.53 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH AND SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHTS OF WAY OF RECORD AND / OR APPARENT.

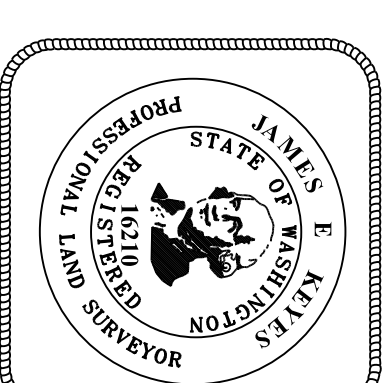
PARCEL B

FARM UNIT 10, IRRIGATION BLOCK 41, COLUMBIA BASIN PROJECT, PER THE PLAT THEREOF RECORDED APRIL 11, 1951, RECORDS OF GRANT COUNTY, WASHINGTON; IN SECTION 33, TOWNSHIP 20 NORTH, RANGE 29 EAST, W.M.; AND SHOWN ON A BOUNDARY LINE ADJUSTMENT RECORD OF SURVEY BY PRAIRIE LAND SURVEYING DATED MARCH 03, 2016;

EXCEPT THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHWEST CORNER OF SAID FARM UNIT 10, ALSO BEING THE SOUTHWEST CORNER OF THE NORTHEAST ONE QUARTER OF SAID SECTION 33; THENCE N 00°01'01" W, ALONG THE WEST LINE OF SAID FARM UNIT 10, ALSO BEING THE WEST LINE OF SAID NORTHEAST ONE QUARTER OF SECTION 33, 538.40 FEET; THENCE N 66°09'35" E, 153.82 FEET; THENCE N 67°37'22" E, 713.45 FEET; THENCE N 83°56'25" E, 139.89 FEET; THENCE S 00°00'00" E, 201.73 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID FARM UNIT 10, SAID POINT BEING ON A CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS S 13°45'25" E, 716.20 FEET; THENCE SOUTHWESTERLY, ALONG SAID SOUTHERLY LINE OF FARM UNIT 10, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 75°43'32", A DISTANCE OF 946.57 FEET TO THE SOUTH LINE OF SAID NORTHEAST ONE QUARTER OF SECTION 33; THENCE N 89°25'24" W, ALONG SAID SOUTH LINE OF FARM UNIT 10, AND SAID SOUTH LINE OF THE NORTHEAST ONE QUARTER OF SECTION 33, 393.53 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH AND SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHTS OF WAY OF RECORD AND / OR APPARENT.



PRAIRIE LAND SURVEYING
5134 ROAD E 7 NE
MOSES LAKE, WA, 98837
PH: 509-750-9133

PRELIMINARY--FOR REVIEW ONLY

JOB NO. 16-236 DATE: 03-03-2016 SHEET 2 OF 2

EXHIBIT "B"

LEGAL DESCRIPTION

Fode Residential Property (9.5+/- acres)

1. 19-0396-001 (Fode): Ptn of Farm Unit 10, Irrigation Block 41
2. 19-0396-000 – ptn (Fode): Ptn of Farm Unit 10, Irrigation Block 41

A portion of Farm Unit 10, Irrigation Block 41, Columbia Basin Project, per the plat thereof recorded April 11, 1951, records of Grant County, Washington; in Section 33, Township 20 North, Range 29 East, W.M.; and shown on a boundary line adjustment record of survey by Prairie Land Surveying dated March 03, 2016, described as follows:

Beginning at the Southwest corner of said Farm Unit 10, also being the Southwest corner of the Northeast One Quarter of said Section 33; thence N 00°01'01" W, along the West line of said Farm Unit 10, also being the West line of said Northeast One Quarter of Section 33, 538.40 feet; thence N 66°09'35" E, 153.82 feet; thence N 67°37'22" E, 713.45 feet; thence N 83°56'25" E, 139.89 feet; thence S 00°00'00" E, 201.73 feet to a point on the Southerly line of said Farm Unit 10, said point being on a curve to the left, the radius point of which bears S 13°45'25" E, 716.20 feet, thence Southwesterly, along said Southerly line of Farm Unit 10, along the arc of said curve, through a central angle of 75°43'32", a distance of 946.57 feet to the South line of said Northeast One Quarter of Section 33; thence N 89°25'24" W, along said South line of Farm Unit 10, and said South line of the Northeast One Quarter of Section 33, 393.53 feet to the Point of Beginning.

Tract 4 Owner Property (494.84+/- acres)

3. 19-0398-000 (Tract 4 Owner): Farm Unit 12, Irrigation Block 41
4. 19-0397-000 (Tract 4 Owner): Farm Unit 11, Irrigation Block 41
5. 19-0396-000 – ptn (Tract 4 Owner): Ptn of Farm Unit 10, Irrigation Block 41
6. 19-0403-000 (Tract 4 Owner): Farm Unit 17, Irrigation Block 41
7. 19-0404-000 (Tract 4 Owner): Farm Unit 18, Irrigation Block 41
8. 19-0405-000 (Tract 4 Owner): Farm Unit 19, Irrigation Block 41

19-0398-000 (Tract 4 Owner):

Farm Unit 12, Irrigation Block 41

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.

19-0397-000 (Tract 4 Owner):

Farm Unit 11, Irrigation Block 41

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.

19-0396-000 – ptn (Tract 4 Owner):

Ptn of Farm Unit 10, Irrigation Block 41

Farm Unit 10, Irrigation Block 41, Columbia Basin Project, per the plat thereof recorded April 11, 1951, records of Grant County, Washington; in Section 33, Township 20 North, Range 29 East, W.M.; and shown on a boundary line adjustment record of survey by Prairie Land Surveying dated March 03, 2016, described as follows:

EXCEPT the following described parcel:

Beginning at the Southwest corner of said Farm Unit 10, also being the Southwest corner of the Northeast One Quarter of said Section 33; thence N 00°01'01" W, along the West line of said Farm Unit 10, also being the West line of said Northeast One Quarter of Section 33, 538.40 feet; thence N 66°09'35" E, 153.82 feet; thence N 67°37'22" E, 713.45 feet; thence N 83°56'25" E, 139.89 feet; thence S 00°00'00" E, 201.73 feet to a point on the Southerly line of said Farm Unit 10, said point being on a curve to the left, the radius point of which bears S

13°45'25" E, 716.20 feet, thence Southwesterly, along said Southerly line of Farm Unit 10, along the arc of said curve, through a central angle of 75°43'32", a distance of 946.57 feet to the South line of said Northeast One Quarter of Section 33; thence N 89°25'24" W, along said South line of Farm Unit 10, and said South line of the Northeast One Quarter of Section 33, 393.53 feet to the Point of Beginning.

19-0403-000 (Tract 4 Owner):

Farm Unit 17, Irrigation Block 41

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.

19-0404-000 (Tract 4 Owner):

Farm Unit 18, Irrigation Block 41

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.

19-0405-000 (Tract 4 Owner):

Farm Unit 19, Irrigation Block 41

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.

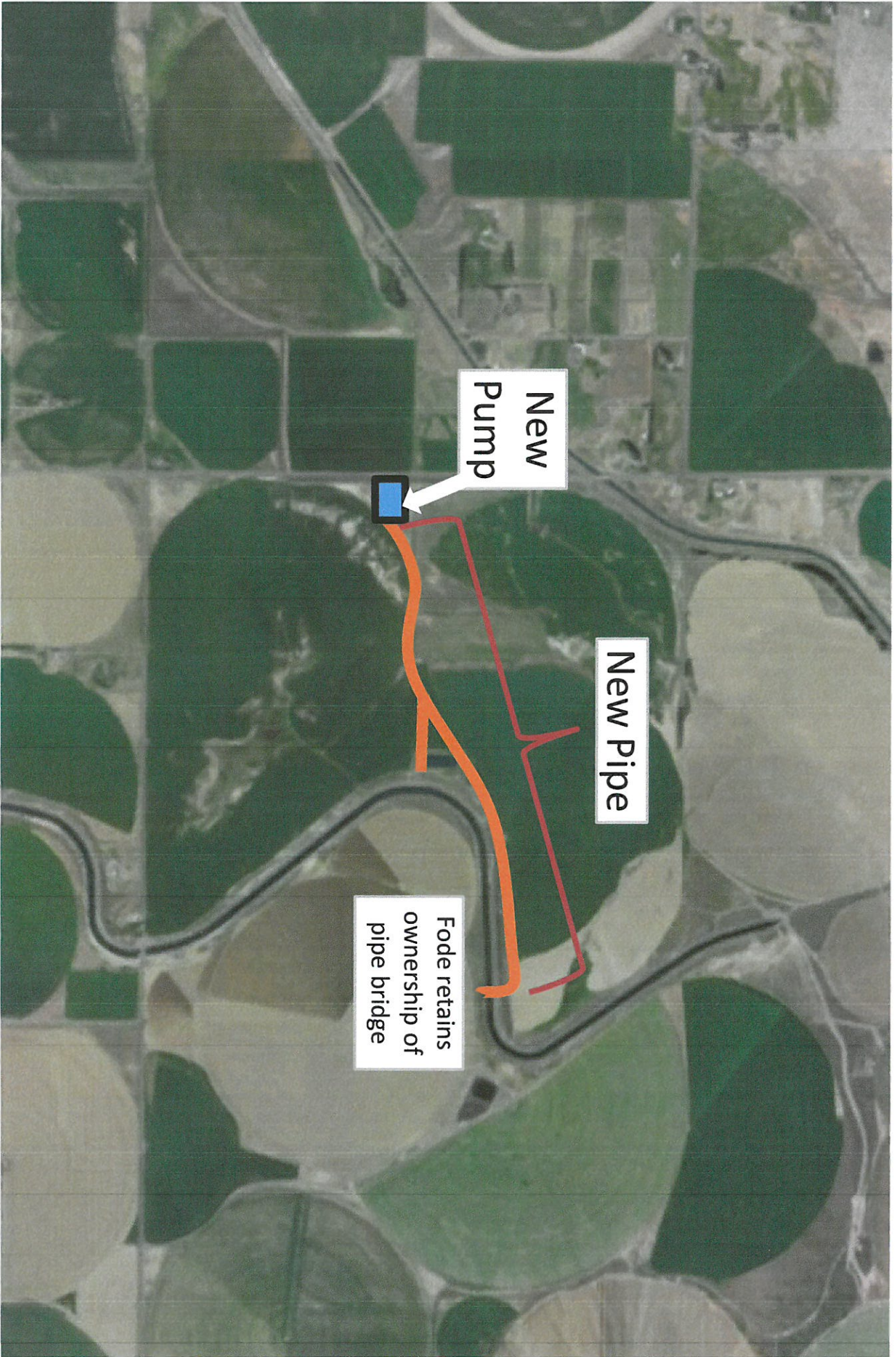
EXHIBIT "C"

IRRIGATION PUMPS DESCRIPTION

1. U.S.E.M., 125hp. Pump
Serial No.: F20509
Model No.: D-7008282
2. G.E., 75hp. Pump
Serial No.: BLJ219416
Model No.: 5K6258XH1A
3. G.E., 30hp. Pump
Serial No.: 1502
Model No.: 4W30-2

EXHIBIT "D"
MAP OF PIPE LOCATION

See Next One Page



New Pump

New Pipe

Fode retains ownership of pipe bridge