

FILED FOR RECORD AT REQUEST OF/RETURN TO:

Peter Harpster
Harpster Land Development
525 Road 47
Pasco, WA 99301

**FIRST AMENDMENT TO
IRRIGATION WATER DELIVERY SYSTEM AGREEMENT**

Reference No. 1971263

Grantor: Pomona Properties & Investments, LLC

Grantee: Rotschy, LLC

Abbreviated Legal Description: Ptns Lots 1, 2, 3 and 4 SP 88-01, AFN 458734;
Ptns Govt Lot 1, Ptn Farm Unit 101, Ptn NE 1/4 NW 1/4 S13 T10N R28 E WM

Complete legal descriptions are on Exhibit A.

Assessor's Tax Parcel No.: 126190336, 126190345, 126190342, 126190341,
126190363, 126200011

DATE: MARCH 20TH, 2024

PARTIES: Pomona Properties & Investments, LLC ("Pomona")
3900 W. 42nd Ave
Kennewick, WA 99337

Rotschy, LLC ("Rotschy")
7408 NE 113th Cir
Vancouver, WA 98662

SUBJECT PROPERTY: The parcels of real property which are the subject matter of the Irrigation Water Delivery System Agreement (and this Amendment) are legally described on attached **Exhibit A.**

SUBJECT AGREEMENT: That certain Irrigation Water Delivery System Agreement by and between the parties dated February 10, 2023, and recorded February 10, 2023 under Franklin County Auditor's File No. 1971263 (hereinafter the "Agreement").

RECITALS

- A. The parties entered into the original Irrigation Water System Delivery Agreement on February 10, 2023, which Agreement among other things, set forth the terms and conditions for Pomona to deliver and maintain an Irrigation Water Delivery System serving the Rivercrest Estates Plat.
- B. Based on development conditions encountered by the parties prior to recording the final Plat of Rivercrest Estates, the parties have agreed to supplement and amend the Agreement as set forth below.
- C. Except as expressly amended, the original Agreement shall remain in full force and effect. Capitalized terms used in this Amendment shall have the same meaning as set forth in the original Agreement.

AMENDMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained below, the parties agree to amend the Agreement as follows:

1. **Effect of Amendment.** This Amendment is intended to supplement and modify the Agreement described above. In the event of a conflict between the terms and conditions of the original Agreement, the terms and provisions of this Amendment shall control. Except as expressly modified or supplemented by this Amendment, all terms and conditions of the original Agreement shall remain in full force and effect. Each provision of this Amendment relating to the maintenance and use of the Water System set forth in this Amendment is for the benefit of each owner of the Subject Property and shall inure to the benefit of and pass with each and every lot or parcel and shall be construed as restrictive covenants running with the title to each parcel or lot located within the Subject Property.

2. **Ownership and Maintenance of Fire Suppression Tank.** As part of the development of the Rivercrest Estates Plat, Rotschy was required to install in accordance with county development standards, and at Rotschy's sole cost and expense, a fire suppression tank and dry hydrant assembly to supplement the Water System serving the Rivercrest Estates Plat for fire suppression purposes (the "Tank"). The Tank is and will be located on a 20-foot by 40-foot easement located on Lot 10 of the final Plat of Rivercrest Estates. Upon recording the final Plat of Rivercrest Estates, Rotschy has agreed to convey to Pomona and Pomona has agreed to accept ownership and


maintenance responsibility for the Tank as part of the Water System referred to in the Agreement. Unless otherwise agreed between the parties, ownership of the Tank shall be conveyed by Rotschy to Pomona with a bill of sale prepared by Rotschy and reviewed and reasonably approved by Pomona. Upon delivery of the bill of sale, Pomona shall own the Tank and shall be responsible for its continuing maintenance in accordance with County and fire code standards at its sole cost and expense, and the Tank shall be included as part of the Water System in the Agreement for all purposes. Without limiting the foregoing, Pomona shall be entitled to treat any and all maintenance and operational expenses relating to the Tank as part of the "Water System" costs set forth in the Agreement to be billed to and paid by Lot Owners within the Rivercrest Estates Plat through the assessments and fees authorized in the Agreement. By signing this Amendment, Rotschy hereby grants and conveys to Pomona (for the benefit of the Rivercrest Estates Plat) access to the Tank and easement upon which the Tank is located in order to repair and maintain it in accordance with applicable law.

3. **Annual Water Charges/Billings.** Notwithstanding anything to the contrary in the Agreement, each Lot Owner shall pay an initial annual fee of **Nine Hundred and no/100 Dollars (\$900.00)** per year, per Lot to Pomona for the cost of maintaining and repairing the Water System and Tank. The annual assessment includes maintenance costs for the Tank referred to in paragraph 2 above and also includes annual irrigation water charges and assessments from the South Columbia Basin Irrigation District and Bureau of Reclamation applicable to the Subject Property. Pomona agrees to pay applicable SCBID and BOR assessments as the user of the irrigation water serving the Subject Property through the Water System.

4. **Future Maintenance.** Under the Agreement and this Amendment, Rotschy, at its sole cost and expense, agrees to construct and install all common Water System components located on the Subject Property, which includes the Tank referred to in paragraph 2 above and any commonly used irrigation water mainlines serving Lots within the Rivercrest Estates Plat. For purposes of this provision, a mainline is an irrigation water line or improvement located on the Subject Property which serves more than a single Lot. Upon recording the final Plat for Rivercrest Estates, all such common components of the Water System shall be conveyed by Rotschy to Pomona to be included as part of the Water System, and Pomona shall be solely responsible for any future costs of maintaining, repairing and replacing the system for delivery of water to the Rivercrest Estate Plat in accordance with the Agreement and this Amendment. Without limiting the foregoing, after all Lots located within the Subject Property (Lots within the Rivercrest Estate Plat) have been sold to Lot Owners connected to and actually using the Water System, Rotschy shall have no responsibility for the repair and maintenance of the Water System or to pay, collect and bill for any maintenance and repair costs. After such time, Pomona shall be entitled to collect and assess Water System repair and maintenance costs directly to Lot Owners in accordance with the Agreement and this Amendment as, in essence, a utility provider providing irrigation water to the Subject Property.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

ROTSCHY, LLC

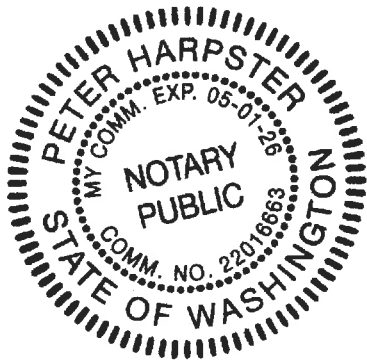



Shane Korpela
Its: MEMBER

STATE OF WASHINGTON)
)
County of FRANKLIN)

On this 20TH day of MARCH, 2024, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared SHANE KORPELA to me known to be the MEMBER of **Rotschy, LLC** the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that (s)he is authorized to execute the same instrument on behalf of the limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.





PETER HARPSTER [print name]
Notary Public in and for the state of
Washington, residing at PASCO, WA
My appointment expires 05/01/26

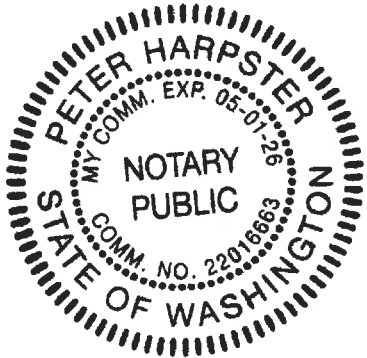
POMONA PROPERTIES & INVESTMENTS, LLC

James A Kelley
James Kelley
Its: Managing Member

STATE OF WASHINGTON)
)
County of FRANKLIN)

On this 20TH day of MARCH, 2024, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JAMES KELLEY to me known to be the MEMBER of **Pomona Properties & Investments, LLC** the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that (s)he is authorized to execute the same instrument on behalf of the limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.



Pd
PETER HARPSTER [print name]
Notary Public in and for the state of
Washington, residing at PASCO, WA
My appointment expires 05/01/26

**EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTIES**

Assessor's Tax Parcel No.126190336

LOT 1, SHORT PLAT NO. 88-01, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NO. 458734, RECORDS OF FRANKLIN COUNTY, WASHINGTON.

Assessor's Tax Parcel No. 126190345

LOT 2 OF SHORT PLAT 88-01 RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGE 249, LYING IN THE SOUTH HALF OF SECTION 12, TOWNSHIP 10 NORTH, RANGE 28 EAST, RECORDS OF FRANKLIN COUNTY, WASHINGTON, EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST COMER OF SAID LOT 2; THENCE ALONG THE WESTERLY LINE OF SAID LOT THE FOLLOWING COURSES; NORTH 09°29'26" WEST 869.06 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THE RADIUS POINT OF WHICH BEARS NORTH 80°30'34" EAST 5019.53 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°59'05" AN ARC LENGTH OF 436.70 FEET; NORTH 04°30'21" WEST 245.62 FEET THE BEGINNING OF A CURVE TO THE RIGHT THE RADIUS POINT OF WHICH BEARS NORTH 85°29'39" EAST 305.93 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°43'51" AN ARC LENGTH OF 238.84 FEET TO THE POINT OF REVERSE CURVE TO THE LEFT THE RADIUS POINT OF WHICH BEARS NORTH 49°46'30" WEST 300.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°00'00" AN ARC LENGTH OF 256.56 FEET; NORTH 08°41'30" WEST 4.90 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE SOUTH 89°55'36" EAST ALONG THE NORTHERLY LINE OF SAID LOT 190.20 FEET; THENCE SOUTH 00°07'42" EAST 2001.18 FEET TO THE SOUTHERLY LINE OF SAID LOT; THENCE NORTH 89°55'53" WEST ALONG SAID SOUTHERLY LINE 117.00 FEET TO THE SAID POINT OF BEGINNING. (ALSO KNOWN AS PARCEL 2 OF SURVEY RECORDED DECEMBER 11, 2012 UNDER AUDITOR'S FILE NO. 1792465.)

TOGETHER WITH ACCESS EASEMENT OVER LOTS 2 AND 3 OF SHORT PLAT 88-01 RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGE 249, RECORDS OF FRANKLIN COUNTY;

TOGETHER WITH ACCESS EASEMENT, AS RESERVED IN DEED RECORDED APRIL 21, 1965, AS RECORDING NO. 272690, RECORDS OF FRANKLIN COUNTY, OVER LOTS 2, 3, AND 4 OF SHORT PLAT 88-01 RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGE 249, RECORDS OF FRANKLIN COUNTY;

FIRST AMENDMENT TO
IRRIGATION WATER USE AGREEMENT

TOGETHER WITH EASEMENT FOR WATER DELIVERY, RECORDED APRIL 21, 1965, AS RECORDING NO. 272691, RECORDS OF FRANKLIN COUNTY, OVER LOTS 2, 3 AND 4 OF SHORT 88-01 RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGE 249, RECORDS OF FRANKLIN COUNTY;

TOGETHER WITH UTILITY IRRIGATION AND ACCESS EASEMENT OVER THE SOUTH 25 FEET OF LOT 2 AND LOT 3 OF SHORT PLAT 88-01 RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGE 249, RECORDS OF FRANKLIN COUNTY.

TOGETHER WITH IRRIGATION EASEMENT DESCRIBED AS FOLLOWS:

AN EASEMENT 10.00 FEET IN WIDTH AFFECTING A PORTION OF LOT 2 OF SHORT PLAT NO. 88-01 RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGE 249, LYING IN THE SOUTH HALF OF SECTION 12, TOWNSHIP 10 NORTH, RANGE 28 EAST, RECORDS OF FRANKLIN COUNTY, WASHINGTON, THE CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST COMER OF SAID LOT 2;
THENCE NORTH 89°55'53" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 144.76 FEET; THENCE NORTH 00°04'07" EAST 5.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 89°55'53" EAST ALONG A LINE 5.00 FEET NORTHERLY OF AND PARALLEL WITH THE SAID SOUTHERLY LINE A DISTANCE OF 99.74 FEET;
THENCE THE FOLLOWING COURSES ALONG A LINE 35.00 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF THE SOUTH COLUMBIA BASIN IRRIGATION DISTRICT CANAL CENTERLINE SAID LINE ALSO BEING THE EASTERLY LINE OF SAID LOT 2;

Assessor's Tax Parcel No. 126190342

THAT PORTION OF LOT 3, SHORT PLAT NO. 88-01, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NO. 458734; TOGETHER WITH THAT PORTION OF LOT 2 OF SAID SHORT PLAT KNOWN AS PARCEL 1 OF RECORD OF SURVEY RECORDED UNDER AUDITOR'S FILE NO. 1792465, ALL RECORDS OF FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 89°55'53" EAST ALONG THE SOUTH LINE THEREOF, AND ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 806.60 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 1; THENCE NORTH 00°07'42" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 2001.18 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 1; THENCE NORTH 89°55'53" WEST ALONG THE NORTH LINE THEREOF, AND ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 525.82 FEET; THENCE, LEAVING SAID LINE, SOUTH 22°05'31" EAST A DISTANCE OF 276.91 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 55.00 FEET AND FROM WHICH POINT THE CHORD BEARS NORTH 74°16'19" EAST A

DISTANCE OF 23.19 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°20' 44" A DISTANCE OF 23.37 FEET; THENCE SOUTH 08°46'16" EAST A DISTANCE OF 1441.07 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 180.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 74°16'57" A DISTANCE OF 233.37 FEET; THENCE SOUTH 65°30'41" WEST A DISTANCE OF 203.92 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 230.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°00'00" A DISTANCE OF 80.29 FEET; THENCE SOUTH 85°30'41" WEST A DISTANCE OF 258.82 FEET TO THE WEST LINE OF SAID LOT 3 AND THE EASTERLY MARGIN OF COLUMBIA RIVER ROAD; THENCE SOUTH 09°29'19" EAST ALONG SAID LINE A DISTANCE OF 10.45 FEET TO THE POINT OF BEGINNING.

Assessor's Tax Parcel No. 126190341

THAT PORTION OF LOT 3, SHORT PLAT NO. 88-01, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NO. 458734, RECORDS OF FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 09°29'19" WEST ALONG THE WEST LINE THEREOF, AND ALONG THE EASTERLY MARGIN OF COLUMBIA RIVER ROAD, A DISTANCE OF 10.45 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG THE WESTERLY LINE THEREOF WITH THE FOLLOWING COURSES:

NORTH 09°29'19" WEST A DISTANCE OF 50.31 FEET;
THENCE SOUTH 89°55'52" EAST A DISTANCE OF 80.10 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 279.71 FEET;
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°10'01", A DISTANCE OF 225.38 FEET;
THENCE NORTH 43°54'07" EAST A DISTANCE OF 9.68 FEET;
THENCE NORTH 09°29'26" WEST A DISTANCE OF 649.93 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 5399.58 FEET;
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°59'05" A DISTANCE OF 469.76 FEET;
THENCE NORTH 04°30'21" WEST A DISTANCE OF 743.69 FEET TO THE NORTHWEST CORNER OF SAID LOT;
THENCE SOUTH 89°55'53" EAST, ALONG THE NORTH LINE OF SAID LOT, A DISTANCE OF 220.43 FEET;
THENCE, LEAVING SAID LINE, SOUTH 22°05'31" EAST A DISTANCE OF 276.91 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 55.00 FEET AND FROM WHICH POINT THE CHORD BEARS NORTH 74°16'19" EAST A DISTANCE OF 23.19 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°20'44" A DISTANCE OF 23.37 FEET;

THENCE SOUTH 08°46'16" EAST A DISTANCE OF 1441.07 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 180.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 74°16'57" A DISTANCE OF 233.37 FEET; THENCE SOUTH 65°30'41" WEST A DISTANCE OF 203.92 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 230.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°00'00" A DISTANCE OF 80.29 FEET; THENCE SOUTH 85°30'41" WEST A DISTANCE OF 258.82 FEET TO THE POINT OF BEGINNING.

Assessor's Tax Parcel No. 126190363

LOT 4, SHORT PLAT NO. 88-01, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NO. 458734, RECORDS OF FRANKLIN COUNTY, WASHINGTON.

Assessor's Tax Parcel No. 126200011

THE NORTH 35 FEET OF THE EAST 233 FEET OF THE NORTHWEST QUARTER; TOGETHER WITH THE NORTH 75 FEET OF GOVERNMENT LOT 1; AND TOGETHER WITH THE NORTH 35 FEET OF FARM UNIT 101, FOURTH REVISION OF IRRIGATION BLOCK 1, COLUMBIA BASIN PROJECT, RECORDS OF FRANKLIN COUNTY, WASHINGTON; AND TOGETHER WITH THE NORTH 75 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, EXCEPTING THE EAST 233 FEET THEREOF; ALL LYING IN SECTION 13, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M., FRANKLIN COUNTY, WASHINGTON;

EXCEPT ANY PORTION WITHIN COLUMBIA RIVER ROAD AND ANY PORTION LYING WEST OF ROAD;

AND EXCEPT THAT PORTION THEREOF LYING EASTERLY OF A LINE WHICH IS PARALLEL TO, WESTERLY OF AND 30 FEET PERPENDICULARLY DISTANT FROM THE EASTERLY BOUNDARY LINE OF SAID FARM UNIT 101.

FILED FOR RECORD AT REQUEST OF/RETURN TO:

Agtera Engineering
2705 Saint Andrews Loop, Ste C
Pasco, WA 99301

Franklin County Treasurer
No Real Estate Excise Tax Paid
Exempt Under RCW 82.45

2/10/23

IRRIGATION WATER DELIVERY SYSTEM AGREEMENT

Grantor: Pomona Properties & Investments, LLC

Grantee: Rotschy, LLC

Abbreviated Legal Description: Ptns Lots 1, 2, 3 and 4 SP 88-01, AFN 458734;
Ptns Govt Lot 1, Ptn Farm Unit 101, Ptn NE 1/4 NW 1/4 S13 T10N R28 E WM

Complete legal descriptions are on Exhibit A.

Assessor's Tax Parcel No.: 126190336, 126190345, 126190342, 126190341,
126190363, 126200011

DATE: February 10th, 2023

PARTIES: Pomona Properties & Investments, LLC ("Pomona")
3900 W. 42nd Ave
Kennewick, WA 99337

Rotschy, LLC ("Rotschy")
7408 NE 113th Cir
Vancouver, WA 98662

SUBJECT PROPERTY: The parcels of real property which are the subject matter of this Irrigation Water Use Agreement are legally described on attached **Exhibit A**.

RECITALS

- A. Pomona owns and operates an irrigation water delivery system on its property which includes an irrigation pond, pump house, pumps, waterlines, and related easements (collectively referred to as the "Water System").
- B. The Water System in its current location is shown on attached **Exhibit B** and is available to serve Rotschy's residential development property now owned, and commonly referred to as Rivercrest Estates. The Water System filters the water to the point it can be used in standard commercial irrigation systems and does not filter water to the point it can be used in typical commercial or residential irrigation drip systems.
- C. The properties owned by Pomona and Rotschy described in Exhibit A all have irrigation water rights through South Columbia Basin Irrigation District (SCBID). The Water System delivers water from the SCBID delivery point(s) to the Subject Property. This Agreement does not sell or transfer any existing water rights between the parties but instead simply provides for a shared system to deliver existing water rights held by the parties.
- D. The purpose of this Agreement is to set forth the understanding of the parties with respect to the use and maintenance of the Water System that delivers the SCBID irrigation water.
- E. This Agreement shall be appurtenant to, and for the benefit of the Subject Property described above.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained below, the parties agree as follows:

1. **Covenant Running with the Land.** Each provision relating to the maintenance and use of the Water System set forth in this Agreement is for the benefit of each owner of the Subject Property and shall inure to the benefit of and pass with each and every parcel and shall bind the respective successors-in-interest of the present owners. All agreements imposed in this instrument are imposed upon each and every parcel and shall be construed as restrictive covenants running with the title to each parcel of the Subject Property.

2. **Maintenance and Development of Shared Components of Water System.** Except as otherwise expressly set forth in this Agreement, Pomona shall be responsible for maintaining and repairing the Shared Components of the Water System that are used to deliver water to the Rotschy Property (the "Shared Components"). which generally include jointly used ponds, pumps, weir boxes, and irrigation mainlines to a delivery point on the Rotschy Property and to a delivery point on the Pomona property. The Shared Components do not include components added for delivery of water to the Rotschy property beyond the delivery point, and Rotschy shall be solely responsible for

the cost of construction, developing, maintaining, repairing and replacing the system for delivery of water to the Rotschy property beyond the delivery point from the Shared Components. Without limiting or modifying the foregoing, as part of the rights granted under this Agreement, Rotschy and Pomona shall have the right to expand, construct or modify at their own cost a system to serve the portions of the Subject Property owned by them in accordance with applicable law and the reasonable requirements of SCBID. Each party shall be solely responsible at its own cost and expense for any such construction, expansion or modification; provided, however, that each such party shall be allowed to recoup an equitable portion of its capital costs from any third parties who are allowed to connect to and use a portion of the Water System so installed.

3. Payment of Operations, Maintenance and Repair Costs; Formation and Succession of Water Users Association.

A. Normal Operations, Maintenance and Repair Costs. Until or unless an irrigation water users' association relating to the Water System is formed, the owner of the Pomona property on which the pond and primary delivery point for irrigation water is located shall be the Owner Representative for purposes of this Agreement and Pomona shall be responsible for the costs of normal operations, maintenance and repair of the Shared Components of the system. Until lots are sold, Rotschy shall pay an annual flat fee of \$200 per acre per year toward the maintenance and repair of the Shared Components, due and payable by February 28 each year. Once a lot is connected to and actually using the Water System, the Lot owner shall pay an annual fee of \$600 per year per lot toward the cost of maintaining and repairing the Shared Components. Notwithstanding the foregoing, any repairs required to be made to the Shared Components of the system due to damage caused by acts of Rotschy or a Lot owner shall be the sole responsibility of the party causing the damage.

B. Capital or Extraordinary Costs. In the event that a capital component of the shared system needs to be replaced or if an extraordinary cost must be incurred to maintain, repair and/or improve the Shared Components, the Owner Representative shall obtain bids for any and all maintenance, repairs and improvements to the Water System required to be shared between the water users, except in the case of an emergency. For purposes of this Section, a capital or extraordinary expense is one for which the Owner Representative reasonable estimates will exceed \$10,000 (Ten Thousand Dollars). The Owner Representative shall notify each owner (or water user association) connected to and using the Water System of the amount due to recover the cost of such maintenance, repair or improvements and such amount shall be paid within **thirty (30) days** of receipt of such notice. Said costs shall be shared proportionately based on the acres owned that are serviced by the system.

C. Formation of Water Users Association. If requested by Pomona or Rotschy, the parties agree to sign any documents needed to form and participate in a water user association consistent with this Agreement to succeed to Pomona's obligations and rights under this agreement within 120 days of demand by either party

Without limiting the foregoing, Rotschy agrees that the Rivercrest Estates Plat to be served by the Water System (current Franklin County Tax parcel Numbers 126190341 and 126190363) shall be served by a single point of connection to the Water System, with Water System costs as authorized under this Agreement being billed to and paid by a single owner's representative designated by Rotschy or an irrigation water association whose members are lot owners within the Rivercrest Estates Plat.

4. **Notice and Consent to Entry for Maintenance and Repairs.** If the Water System is operational, and as to those portions of the Water System jointly used, the Owner Representative shall make good faith efforts to notify authorized owners of necessary repairs. However, if an emergency exists and without such maintenance or repairs, damage to persons or property would result and the Owner Representative is unable to notify all owners, the Owner Representative shall have the right to enter the properties subject to this Agreement and have such maintenance and repairs performed without prior notice.

5. **Ownership of Water System.** Unless otherwise agreed in a writing signed by the parties, the owner of the properties on which Water System improvements are located shall continue to own those portions of the Water System located on the Subject Properties, subject to the other party's right to access and use water from the Water System in accordance with this Agreement. All other portions of the Water System irrigation pond, pump house, pumps, and waterlines (required to be maintained by Pomona in Paragraph 2 above) shall remain under the continued ownership of Pomona. Subject to applicable law, Rotschy (and its successors-in-interest) shall be entitled to use irrigation water from the Water System in quantities and flow rates not to exceed the safe capacity of the system and consistent with water rights appurtenant to its properties and applicable SCBID policies and regulations. The ownership interest (and right to delivery through) the Water System shall be conveyed with the sale of each lot included within the Subject Property and shall be expressly set forth in the applicable deed or other conveyance document; Provided, however, that said ownership and rights hereunder shall pass with title to the lots even if not expressly set forth. The Water System may be expanded to include other property outside the Subject Property by the affirmative vote of at least 80 percent of the acres served by the Water System, and in that event a new owner may be allowed to acquire an interest in, or hook up to the Water System provided they obtain any and all necessary governmental approvals, and pay all costs associated with such approvals and of the new hookup (which may include a charge for reimbursement of prior capital improvements and system construction made by existing owners), and provide existing owners with reasonable assurance that the quantity and quality of available irrigation water will not be adversely affected.

6. **Easements.** The parties hereby allocate, grant, and convey to each other and to each lot located within the Subject Property an undivided interest in the utility and irrigation easements designated on the face of the applicable subdivision, or as set forth in easements of record that are needed to operate and access the Water System. In addition, Pomona by signing this Agreement, hereby grants and conveys to Rotschy (for the benefit of the Rivercrest Estates Plat) an easement for access to and use of all

existing Water System improvements, including the pond and irrigation easements shown on Exhibit B. If possible, the parties shall use all commercially reasonable, good faith efforts to install irrigation lines for the Water System serving the Subject Property within utility or irrigation easements set forth in recorded subdivisions or recorded easements, however, it shall not be necessary to move or relocate any existing irrigation water mainlines or lateral lines currently serving the Subject Property. For purposes of this Agreement, a "mainline" is a water delivery pipeline which serves and delivers water to more than one parcel. Without limiting the foregoing, if a mainline or lateral line is not located on a recorded easement as of the date of this Agreement, the owner of the property hereby conveys an easement fifteen (15) feet in total width (7.5 feet on either side of the center line) of the existing mainline or lateral line for the benefit of the Subject Property served.

7. **Use of Water System.** The Water System serving the Subject Property shall be used by the owners for delivery of irrigation water use in accordance with applicable law and SCBID policies and regulations including start and end dates established annually by SCBID and this Agreement. The parties agree and confirm that each owner of the Subject Property is entitled to use irrigation water in compliance with law and SCBID deliveries, policies, and regulations. To ensure the owners receive their proportionate benefits and use of the Water System serving the Subject Property, if the Water System is jointly used and if requested by either party, the owners agree to install water mains, meters, and/or a shut-off valve (or any other suitable system improvements) to ensure delivery the available SCBID irrigation water in accordance with this Agreement. Maintenance of these valves and fixtures shall be the responsibility of each of the owners and shall be considered part of the Water System serving the Subject Property. Notwithstanding the foregoing, each owner or parcel served by the Water System shall use irrigation water from the Water System in accordance with applicable law and shall not use domestic or municipal water for irrigation purposes. The parties and their successors-in-interest agree that unless modified by the Water System owner, irrigation deliveries provided by the Water System shall be limited in flow rate, duration of use and volume by each individual lot owner based on the criteria set forth on attached **Exhibit C**.

8. **Annual Charges; SCBID Assessments.** Individual lot owners, once connected to and actually using water from the irrigation Water System shall pay \$525 per year per lot (as may be adjusted for inflation as set forth in paragraph 3.a. above) by February 28 each year or be subject to having their delivery stopped and locked out. In addition, once connected to and actually using the water from the Water System, the owners also shall be solely responsible for payment of any and all irrigation water charges and assessments from the South Columbia Basin Irrigation District related to the water serving the Subject Property.

9. **Hold Harmless.** The owners of the Subject Property shall defend, indemnify, and hold harmless Pomona, the Owner Representative (or the owner's association if formed pursuant to paragraph 3.c above or paragraph 11 below) from and against any and all costs liability, damages or claims arising out of the repair,

maintenance or replacement of the Water System, provided any and all such actions are taken in good faith. The parties understand and acknowledge that the parties are making **NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED**, regarding the condition of the Water System, or its ability to supply water for any particular purpose. Without limiting the foregoing, the Water System does not filter the water to the point that it can be used through typical residential drip irrigation systems. The rights of use of the parties set forth in this Agreement are on an "AS-IS" basis, without warranties of any kind.

10. **Enforcement.** In the event that any owner fails to pay an amount on or before the date due or fails to perform any obligation under this Agreement, the other owner(s) may take such action as is necessary in law or in equity to enforce this Agreement.

10.1 **Termination of Water Delivery.** In the event any owner fails to pay an amount on or before the due date or exceeds the SCBID water allotment at any time, the non-defaulting owner(s), a water user association, or Owner Representative may disconnect and lock out the defaulting owner from the Water System serving the Subject Property (and such action shall not constitute a breach of the peace) after **thirty (30) days** written notice and opportunity to cure has been sent to the defaulting owner in accordance with this Agreement. Upon payment of any delinquencies (including late charges, interest and attorney's fees) the non-defaulting owner(s) shall allow the defaulting owner to re-connect and continue to receive water from the Water System serving the Subject Property.

10.2 **Lien on Real Property.** The charges, fees and costs each owner is obligated to pay under this agreement shall be a charge against the land within the Subject Property owned by that owner, and should litigation or arbitration be initiated to recover amounts owed under this agreement, Pomona shall be entitled to file a lis pendens in Franklin County against said land and any improvements thereon.

10.3 **Personal Obligation.** All amounts chargeable to any owner or lot together with interest, late charges, costs, and attorney's fees, in the event of delinquency, shall be the joint and several obligations of each owner and any contract purchaser of a lot included within the Subject Property when the assessment is made, and their grantees. Suit to recover a personal judgment for any delinquent amounts owed may be maintained by the Owner Representative or owner's association, or any other non-defaulting owner. Upon conveyance of a lot, whether voluntarily or by operation of law, the former titled owner shall be deemed released from all obligations for assessments and all obligations under this Agreement, except for assessments and amounts which were due and payable prior to the conveyance.

10.3 **Interest and Late Charges on Amounts Owed.** In the absence of another legal rate established by the owners, all amounts owed shall bear interest at the rate of **twelve percent (12%)** per annum or the maximum rate allowed by RCW 19.52.0020, whichever is greater. In addition, any amounts not paid within **ten (10) days**

of its due date shall be assessed a late charge in the amount of **five percent (5%)** per month, or **twenty-five dollars (\$25)** per month, whichever is greater.

10.4 Attorney's Fees. In the event of any dispute arising out of or relating to this Agreement, or in an action to collect delinquent assessments, whether suit or other proceeding is commenced or not, and whether in mediation, arbitration, at trial, on appeal, in administrative proceedings or in bankruptcy (including, without limitation, any adversary proceeding or contested matter in any bankruptcy case), the prevailing party shall be entitled to its costs and expenses incurred, including reasonable attorney's fees and expert fees.

10.5 No Avoidance of Amounts Owed. No owner may avoid or escape liability for amounts owed under this Agreement by abandoning any property or lot covered by this Agreement.

11. Formation of Water User Association. If a Water User Association has not been formed pursuant to paragraph 3 above, a Water User Association shall be formed if subsequently required by law, or if a majority of the owners of the affected lots vote to form such an Association. Upon formation, the Association shall assume all responsibilities of Pomona and Rotschy as to the Shared Components of the Water System as provided for hereunder. If formed, the association acting by and through its authorized officers shall be responsible for preparing a budget for the repairs and maintenance of the Water System and shall further be responsible for overseeing the repairs and maintenance of the Water System (or portions thereof) which is the subject to this Agreement.

12. General Provisions.

12.1 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors, assigns, transferees, personal representatives, heirs and legatees of the parties hereto.

12.2 Attorney Fees. In the event of any dispute arising out of or relating to this Agreement, whether suit, arbitration or other proceeding is commenced or not, and whether in mediation, arbitration, at trial, on appeal, in administrative proceedings or in bankruptcy (*including without limitation any adversary proceeding or contested matter in any bankruptcy case*), the prevailing party shall be entitled to its costs and expenses incurred, including reasonable attorney's fees and expert fees.

12.3 Entire Agreement. This Agreement contains the entire understanding of the parties relating to the subject matter hereof and supersedes any prior agreements, written or oral, with respect to the same subject matter.

12.4 No Partnership or Joint Venture. This Agreement shall not be construed to create a partnership or joint venture between the Parties.

12.5 Modification. This Agreement may only be amended or modified by written agreement signed by all of the parties to this Agreement.

12.6 Notice. Notices under this Agreement shall be in writing and, unless otherwise required by law, may be delivered (1) personally; (2) by U.S. mail, certified or registered; or (3) by a nationally recognized overnight courier service, with a copy to be sent by U.S. first class mail to the addresses of the Subject Property. Mailed notices shall be deemed effective on the third day after deposited as registered or certified mail, postage prepaid, directed to the other party at the address of the Subject Property or such other address as the owners may designate in writing. Couriered notices shall be deemed delivered when the courier's records indicate that delivery has occurred. Either party may change its address for notices by written notice to the other.

12.7 Venue. The venue of any suit or arbitration brought arising out of or related to this Agreement shall be in Franklin County, State of Washington.

12.8 Mediation and Arbitration. The parties shall mediate any dispute over this Agreement prior to instituting any litigation or arbitration. Mediation shall occur in Pasco, Washington, USA by a mutually accepted mediator. If mediation fails any dispute between the parties, including without limitation statutory, common law, legal and equitable claims and defenses, arising out of, relating to, or in connection with this Agreement will be resolved through binding arbitration by a single mutually accepted arbitrator in Franklin County, State of Washington under the Arbitration Rules set forth in Washington Uniform Arbitration Act, RCW Ch. 7.04A except that the parties shall appoint a mutually accepted arbitrator. If the parties are not able to agree to an arbitrator within 90 days of arbitration being demanded, any party may request that the presiding judge of the Benton & Franklin County Superior Court appoint an arbitrator. This arbitration provision is intended to be as broad as allowed by federal and state law, but not to modify or limit substantive rights or the remedies available to the parties, including the right to seek interim relief, such as injunction or attachment, through judicial process, which shall not be deemed a waiver of the right to arbitration.

THE PARTIES UNDERSTAND THAT BY AGREEING TO ARBITRATE DISPUTES THEY ARE WAIVING ANY RIGHT THEY MIGHT OTHERWISE HAVE TO A JURY TRIAL.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

ROTSCHY, LLC



Shane Korpela

Its: PROJECT MANAGER

STATE OF WASHINGTON)
)
County of Franklin)

On this 25th day of January, 2022³, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared SHANE KORPELA to me known to be the project manager of **Rotschy, LLC** the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that (s)he is authorized to execute the same instrument on behalf of the limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.



Carol B Perkins
Carol B Perkins [print name]
Notary Public in and for the state of
Washington, residing at Pasco, WA
My appointment expires November 22, 2026

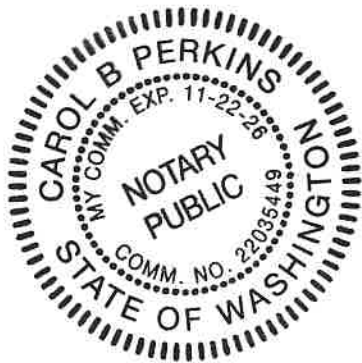
POMONA PROPERTIES & INVESTMENTS, LLC

James Kelley
James Kelley
Its Managing Member

STATE OF WASHINGTON)
)
County of Franklin)

On this 25 day of January, 2022³, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JAMES KELLEY to me known to be the managing member of **Pomona Properties & Investments, LLC** the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that (s)he is authorized to execute the same instrument on behalf of the limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.



Carol B Perkins
Carol B Perkins [print name]
Notary Public in and for the state of
Washington, residing at PASCO, WA
My appointment expires 11/22/26

**EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTIES**

Assessor's Tax Parcel No.126190336

LOT 1, SHORT PLAT NO. 88-01, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NO. 458734, RECORDS OF FRANKLIN COUNTY, WASHINGTON.

Assessor's Tax Parcel No. 126190345

LOT 2 OF SHORT PLAT 88-01 RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGE 249, LYING IN THE SOUTH HALF OF SECTION 12, TOWNSHIP 10 NORTH, RANGE 28 EAST, RECORDS OF FRANKLIN COUNTY, WASHINGTON, EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST COMER OF SAID LOT 2; THENCE ALONG THE WESTERLY LINE OF SAID LOT THE FOLLOWING COURSES; NORTH 09°29'26" WEST 869.06 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THE RADIUS POINT OF WHICH BEARS NORTH 80°30'34" EAST 5019.53 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°59'05" AN ARC LENGTH OF 436.70 FEET; NORTH 04°30'21" WEST 245.62 FEET THE BEGINNING OF A CURVE TO THE RIGHT THE RADIUS POINT OF WHICH BEARS NORTH 85°29'39" EAST 305.93 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°43'51" AN ARC LENGTH OF 238.84 FEET TO THE POINT OF REVERSE CURVE TO THE LEFT THE RADIUS POINT OF WHICH BEARS NORTH 49°46'30" WEST 300.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°00'00" AN ARC LENGTH OF 256.56 FEET; NORTH 08°41'30" WEST 4.90 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE SOUTH 89°55'36" EAST ALONG THE NORTHERLY LINE OF SAID LOT 190.20 FEET; THENCE SOUTH 00°07'42" EAST 2001.18 FEET TO THE SOUTHERLY LINE OF SAID LOT; THENCE NORTH 89°55'53" WEST ALONG SAID SOUTHERLY LINE 117.00 FEET TO THE SAID POINT OF BEGINNING. (ALSO KNOWN AS PARCEL 2 OF SURVEY RECORDED DECEMBER 11, 2012 UNDER AUDITOR'S FILE NO. 1792465.)

TOGETHER WITH ACCESS EASEMENT OVER LOTS 2 AND 3 OF SHORT PLAT 88-01 RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGE 249, RECORDS OF FRANKLIN COUNTY;

TOGETHER WITH ACCESS EASEMENT, AS RESERVED IN DEED RECORDED APRIL 21, 1965, AS RECORDING NO. 272690, RECORDS OF FRANKLIN COUNTY, OVER LOTS 2, 3, AND 4 OF SHORT PLAT 88-01 RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGE 249, RECORDS OF FRANKLIN COUNTY;

TOGETHER WITH EASEMENT FOR WATER DELIVERY, RECORDED APRIL 21, 1965, AS RECORDING NO. 272691, RECORDS OF FRANKLIN COUNTY, OVER LOTS 2, 3 AND 4 OF SHORT 88-01 RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGE 249, RECORDS OF FRANKLIN COUNTY;

TOGETHER WITH UTILITY IRRIGATION AND ACCESS EASEMENT OVER THE SOUTH 25 FEET OF LOT 2 AND LOT 3 OF SHORT PLAT 88-01 RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGE 249, RECORDS OF FRANKLIN COUNTY.

TOGETHER WITH IRRIGATION EASEMENT DESCRIBED AS FOLLOWS:

AN EASEMENT 10.00 FEET IN WIDTH AFFECTING A PORTION OF LOT 2 OF SHORT PLAT NO. 88-01 RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGE 249, LYING IN THE SOUTH HALF OF SECTION 12, TOWNSHIP 10 NORTH, RANGE 28 EAST, RECORDS OF FRANKLIN COUNTY, WASHINGTON, THE CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST COMER OF SAID LOT 2;
THENCE NORTH 89°55'53" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 144.76 FEET; THENCE NORTH 00°04'07" EAST 5.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 89°55'53" EAST ALONG A LINE 5.00 FEET NORTHERLY OF AND PARALLEL WITH THE SAID SOUTHERLY LINE A DISTANCE OF 99.74 FEET;
THENCE THE FOLLOWING COURSES ALONG A LINE 35.00 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF THE SOUTH COLUMBIA BASIN IRRIGATION DISTRICT CANAL CENTERLINE SAID LINE ALSO BEING THE EASTERLY LINE OF SAID LOT 2;

Assessor's Tax Parcel No. 126190342

THAT PORTION OF LOT 3, SHORT PLAT NO. 88-01, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NO. 458734; TOGETHER WITH THAT PORTION OF LOT 2 OF SAID SHORT PLAT KNOWN AS PARCEL 1 OF RECORD OF SURVEY RECORDED UNDER AUDITOR'S FILE NO. 1792465, ALL RECORDS OF FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 89°55'53" EAST ALONG THE SOUTH LINE THEREOF, AND ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 806.60 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 1; THENCE NORTH 00°07'42" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 2001.18 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 1; THENCE NORTH 89°55'53" WEST ALONG THE NORTH LINE THEREOF, AND ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 525.82 FEET; THENCE, LEAVING SAID LINE, SOUTH 22°05'31" EAST A DISTANCE OF 276.91 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 55.00 FEET AND FROM WHICH POINT THE CHORD BEARS NORTH 74°16'19" EAST A

DISTANCE OF 23.19 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°20' 44" A DISTANCE OF 23.37 FEET; THENCE SOUTH 08°46'16" EAST A DISTANCE OF 1441.07 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 180.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 74°16'57" A DISTANCE OF 233.37 FEET; THENCE SOUTH 65°30'41" WEST A DISTANCE OF 203.92 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 230.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°00'00" A DISTANCE OF 80.29 FEET; THENCE SOUTH 85°30'41" WEST A DISTANCE OF 258.82 FEET TO THE WEST LINE OF SAID LOT 3 AND THE EASTERLY MARGIN OF COLUMBIA RIVER ROAD; THENCE SOUTH 09°29'19" EAST ALONG SAID LINE A DISTANCE OF 10.45 FEET TO THE POINT OF BEGINNING.

Assessor's Tax Parcel No. 126190341

THAT PORTION OF LOT 3, SHORT PLAT NO. 88-01, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NO. 458734, RECORDS OF FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 09°29'19" WEST ALONG THE WEST LINE THEREOF, AND ALONG THE EASTERLY MARGIN OF COLUMBIA RIVER ROAD, A DISTANCE OF 10.45 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG THE WESTERLY LINE THEREOF WITH THE FOLLOWING COURSES:

NORTH 09°29'19" WEST A DISTANCE OF 50.31 FEET;
THENCE SOUTH 89°55'52" EAST A DISTANCE OF 80.10 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 279.71 FEET;
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°10'01", A DISTANCE OF 225.38 FEET;
THENCE NORTH 43°54'07" EAST A DISTANCE OF 9.68 FEET;
THENCE NORTH 09°29'26" WEST A DISTANCE OF 649.93 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 5399.58 FEET;
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°59'05" A DISTANCE OF 469.76 FEET;
THENCE NORTH 04°30'21" WEST A DISTANCE OF 743.69 FEET TO THE NORTHWEST CORNER OF SAID LOT;
THENCE SOUTH 89°55'53" EAST, ALONG THE NORTH LINE OF SAID LOT, A DISTANCE OF 220.43 FEET;
THENCE, LEAVING SAID LINE, SOUTH 22°05'31" EAST A DISTANCE OF 276.91 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 55.00 FEET AND FROM WHICH POINT THE CHORD BEARS NORTH 74°16'19" EAST A DISTANCE OF 23.19 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°20'44" A DISTANCE OF 23.37 FEET;

THENCE SOUTH 08°46'16" EAST A DISTANCE OF 1441.07 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 180.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 74°16'57" A DISTANCE OF 233.37 FEET; THENCE SOUTH 65°30'41" WEST A DISTANCE OF 203.92 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 230.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°00'00" A DISTANCE OF 80.29 FEET; THENCE SOUTH 85°30'41" WEST A DISTANCE OF 258.82 FEET TO THE POINT OF BEGINNING.

Assessor's Tax Parcel No. 126190363

LOT 4, SHORT PLAT NO. 88-01, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NO. 458734, RECORDS OF FRANKLIN COUNTY, WASHINGTON.

Assessor's Tax Parcel No. 126200011

THE NORTH 35 FEET OF THE EAST 233 FEET OF THE NORTHWEST QUARTER; TOGETHER WITH THE NORTH 75 FEET OF GOVERNMENT LOT 1; AND TOGETHER WITH THE NORTH 35 FEET OF FARM UNIT 101, FOURTH REVISION OF IRRIGATION BLOCK 1, COLUMBIA BASIN PROJECT, RECORDS OF FRANKLIN COUNTY, WASHINGTON; AND TOGETHER WITH THE NORTH 75 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, EXCEPTING THE EAST 233 FEET THEREOF; ALL LYING IN SECTION 13, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M., FRANKLIN COUNTY, WASHINGTON;

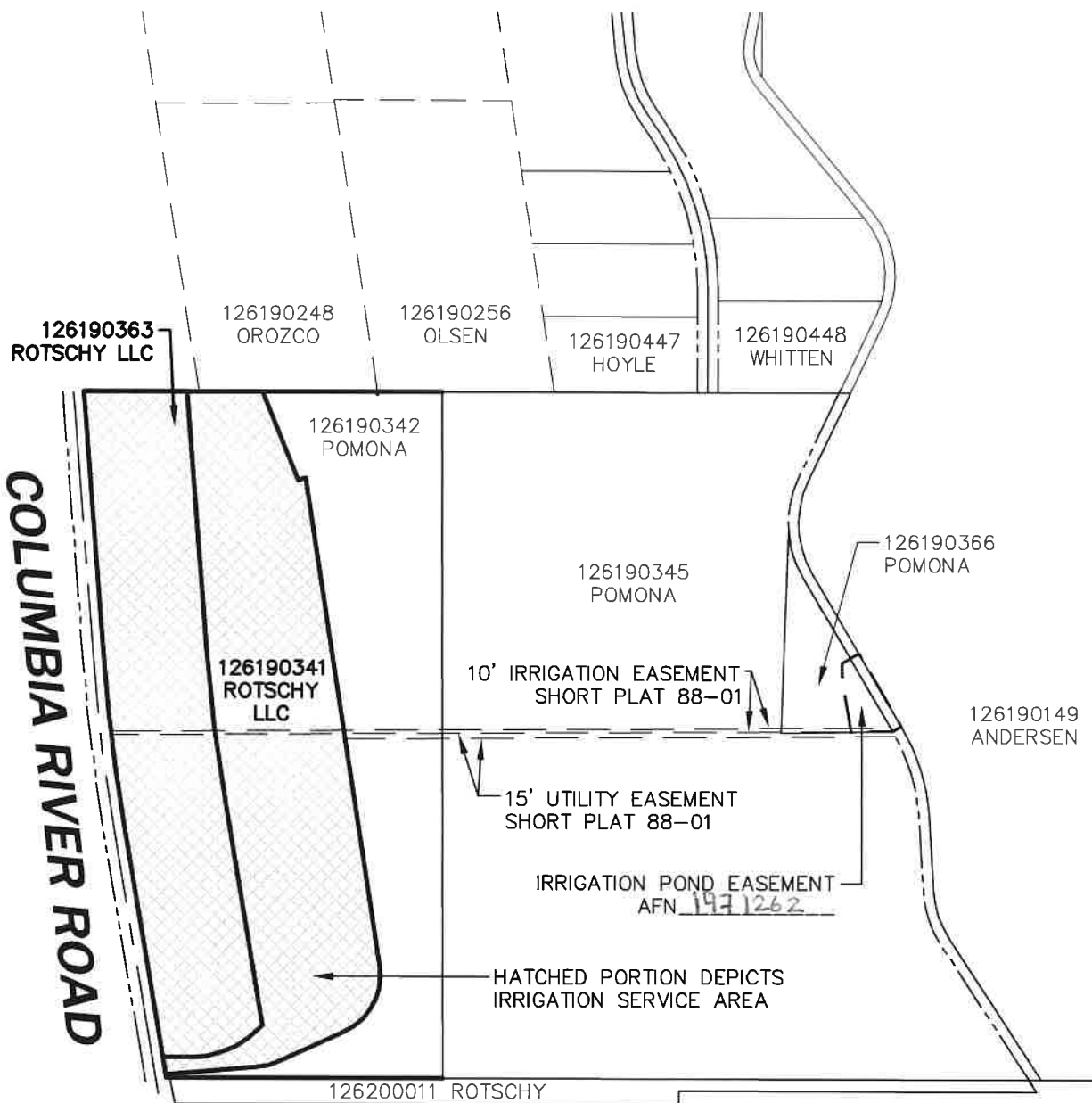
EXCEPT ANY PORTION WITHIN COLUMBIA RIVER ROAD AND ANY PORTION LYING WEST OF ROAD;

AND EXCEPT THAT PORTION THEREOF LYING EASTERLY OF A LINE WHICH IS PARALLEL TO, WESTERLY OF AND 30 FEET PERPENDICULARLY DISTANT FROM THE EASTERLY BOUNDARY LINE OF SAID FARM UNIT 101.

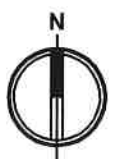
**EXHIBIT B
DEPICTION OF WATER SYSTEM**

To be completed

EXHIBIT "B"



COLUMBIA RIVER ROAD



1"=500'
 JOB NO. 2190873.50
 1/6/23
 IRRIGATION AGREEMENT EXHIBIT
 LEGAL BY: TD EXHIBIT BY: EF
 S 1/2, S12, T10N, R28E
 w:\sdsproj\2019\2190873\irrigation agreement exhibit.dwg



5804 Road 90,
 Suite H,
 Pasco, WA 99301
 509.380.5883 TEL
 509.380.5885 FAX

THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.

**EXHIBIT C
WATER SYSTEM USAGE CRITERIA**

Piping (pressurized or gravity):

Pipelines shall be sized, designed, and configured such that all pipelines within a single pressure zone of the system shall have a maximum difference in pressure of 15 psi. Pressure regulation/flow control stations or valve control zones, etc., may be required to achieve such results. Multiple pressure zones are not required if the maximum pressure differential can be achieved in a single zone. Air relief valves shall be included on each pipeline to provide for air relief while filling pipelines with irrigation water and at all highpoints in the pipeline system. Irrigation system modeling shall be completed such that each irrigation delivery is designed and installed depending upon acreage served and shall include all components of the system. Irrigation water velocities shall not exceed the pipe material manufacturers maximum allowable flow velocity and pipe friction loss shall not exceed ½ -foot/100 feet. Scheduling of irrigation water delivery to subdivision lots shall be modeled as appropriate to the type of irrigation system proposed. Irrigation water delivery to subdivision lots shall be modeled with the following demands. For land developments for irrigation systems that will be and/or are owned, operated, and maintained by Water System owners, the individual lot irrigation system designed for each land development shall operate at 40 psi, 12 gpm maximum irrigation water flow, and must consider the irrigation water scheduling appropriate for the entire irrigation water delivery system. In addition, individual lots will be required to filter the irrigation water delivered to the irrigation water system to the extent needed for the type of subdivision lot irrigation system installed.

Subdivision Lot Irrigation System Modeling Criteria:

Lot Size Range	Maximum Flow Demand	Maximum Irrigation Duration
Up to 7000 sq. ft.	8gpm	3 hrs./day
7,000 to 11,000 sq. ft.	10 gpm	3 hrs./day
11,000 to 15,000 sq. ft.	12 gpm	3 hrs./day
15,000 to ½ Acre	15 gpm	3 hrs./day
½ Acre to ¾ Acre	20gpm	3 hrs./day
¾ Acre to 1 Acre	15 gpm	6 hrs./day
1 Acre to 2 Acres	25 gpm	6 hrs./day
2 Acres to 3 Acres	25 gpm	12 hrs./day
3 Acres to 4 Acres	30 gpm	12 hrs./day
4 Acres to 5 Acres	40 gpm	12 hrs./day

Irrigation systems for subdivision lots with acreage greater than 5 acres shall be designed on a continuous irrigation water use basis, i.e., five (5) gpm per irrigable acre, 24 hours a day.