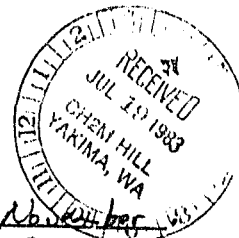


FROST WATER AGREEMENT



2760255

NACHES HEIGHTS RANCH

This Agreement, made this 21ST day of November 1983, between HOWARD + JULIE HETTINGER - GEORGE + PEGGY

CORLEY - TOM + ANNA RUOD - CRAIG HETTINGER

hereinafter styled First Party and the YAKIMA-TIETON IRRIGATION DISTRICT, hereinafter styled Yakima-Tieton, acting as Contractor for the United States of America, and said Yakima-Tieton being represented by the officer executing this Agreement;

2760255

RECITALS

1. First Party is the owner of the following described property in Yakima County, Washington, hereinafter referred to as First Party's property:

Range 17 Township 14 Section 22 Parcel 31002

Range 17 Township 14 Section 22 Parcel 34002

Range _____ Township _____ Section _____ Parcel _____

Range _____ Township _____ Section _____ Parcel _____

SEE EXHIBIT "A" TO FROST WATER AGREEMENT

2. Water from the Yakima-Tieton system is available for frost control purposes on a limited basis.

3. The pipelines and turnouts will be sized to deliver 10 gallons of water per minute per unit of frost control water.

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AGREEMENT

4. First Party hereby becomes the owner of 120 Yakima-Tieton frost control water units which are assigned to First Party's above described property as shown below:

R 17 E,T 19 N,S 22 Parcel 31002 Units 70

R 17 E,T 19 N,S 22 Parcel 34002 Units 50

R _____ E,T _____ N,S _____ Parcel _____ Units _____

R _____ E,T _____ N,S _____ Parcel _____ Units _____

5. First Party and Yakima-Tieton agree that the cost of providing facilities and operating them shall be paid by First party in the form of a fixed amount per frost unit each year. Said amount shall be fixed or levied by rates, tolls or charges, or assessments, in the same manner as other Yakima-Tieton assessments. The annual rate, toll or charge, or assessment per frost unit shall be determined by the Yakima-Tieton each year based on capital cost, operating cost and maintenance cost and shall be subject to all rules, regulations, and policies of Yakima-Tieton, and applicable laws and regulations, then in force.

The schedule of rates or tolls or charges, or assessment, shall be equalized pursuant to the same notice, in the same manner, at the same time and with the same legal effect as in the case of other Yakima-Tieton assessments. Such schedule of rates or tolls and charges, or assessment, for a given year shall be filed with the proper county

treasurer within the same time as that provided by law for the filing of the annual assessment roll, and the county treasurer shall collect and receipt for the payment of said rates or tolls and charges and credit them to the proper funds of the Yakima-Tieton. The Yakima-Tieton may designate the time and manner of making such collections and shall require the same to be paid in the advance of delivery of water and other service. All rates, tolls and charges, or assessments levied shall also at once become and constitute a lien and assessment upon, and against the lands for which they are levied, with the same force and effect, in the same manner of enforcement, and with the same rate of interest from date of delinquency, in the case of non-payment, as other Yakima-Tieton assessments.

6. It is mutually agreed that the additional cost to install facilities to provide frost water through an existing irrigation turnout will be added to and become part of the frost water component of the annual irrigation rate, toll or charge, or assessment. All frost water turnout facilities shall be the property of Yakima-Tieton and shall be owned by the United States.
7. Yakima-Tieton hereby agrees to provide frost control water during the period of time between March 15 and June 15 each year as available. It is understood and agreed that weather conditions, acts of God, and maintenance activities may delay the delivery of frost control water. It is further understood and agreed that normal irrigation water may be delivered through the same facilities used to convey frost control water. It

is acknowledged and agreed that concurrent delivery of irrigation water and frost control water may reduce the pressure and amount of frost control water that can be delivered.

8. First Party agrees that interruptions to the delivery of frost control water may result from unavoidable circumstances such as, but not limited to: availability of water from the Tieton River; system maintenance work by Yakima-Tieton; adverse weather conditions; and acts beyond the control of Yakima-Tieton; and the First Party hereby forever releases and discharges the Yakima-Tieton and United States from all claims, demands and rights of action whatsoever which First Party, and First Party's successors and assigns, may have resulting therefrom.
9. Transfer of frost units from one parcel to another and from one owner to another shall be subject to the rules and regulations of Yakima-Tieton.
10. All the provisions of this Agreement shall bind and benefit the heirs, personal representatives, successors, and assigns of the parties. The provisions contained herein shall be appurtenant to the property described herein.

IN WITNESS WHEREOF, the parties have signed their names the day and year first above written.

Thomas R. Rudd.

Anna D. Rudd

Leonard Corley

Margaret A. Corley

X Craig Hettlinger

Howard Hettlinger

Julie Hettlinger
First Party

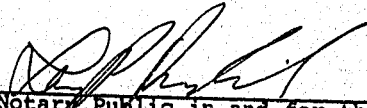
YAKIMA-TIETON IRRIGATION DISTRICT

By Wm. Dick
Secretary-Manager

State of WASHINGTON)
County of Yakima) ss.

On this 21st day of November, 1985,
personally appeared before me Warren Dickman, known to me to be
the Secretary-Manager of the Yakima-Tieton Irrigation District,
the irrigation district that executed the said instrument, and
acknowledged the said instrument to be the free and voluntary act
of said irrigation district, for the uses and purposes therein
mentioned, and on oath stated he was authorized to execute
said instrument.

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


Notary Public in and for the State of
WASHINGTON
Residing at YAKIMA
My commission expires: 9-19-87

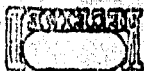
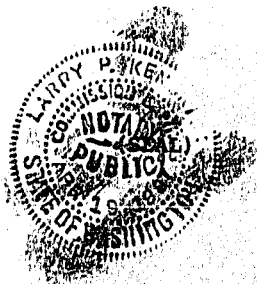


EXHIBIT "A"
TO
FROST WATER AGREEMENT

R. 17 E T. 14 N SEC. 22 PARCEL 31002, 34002

FARM UNIT 101

PARCEL NO. 31002

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 14 NORTH, RANGE 17 EAST, W.M. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 20 FEET WEST OF THE SOUTH QUARTER CORNER OF SAID SECTION; THENCE SOUTH 83°53' WEST 1338.5 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE NORTH 0°21' WEST 1570.1 FEET; THENCE SOUTH 88°40' WEST 100 FEET; THENCE NORTH 0°21' WEST 435 FEET; THENCE NORTH 22°54' WEST 717.2 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER 295.5 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER TO THE WEST LINE OF THE COUNTY ROAD; THENCE IN A SOUTHERLY DIRECTION ALONG THE WEST LINE OF SAID ROAD TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH 0°00' EAST 1013.00 FEET ALONG THE EAST LINE THEREOF TO THE TRUE POINT OF BEGINNING; THENCE NORTH 0°00' EAST 134.00 FEET ALONG SAID EAST LINE; THENCE NORTH 90°00' WEST 204.00 FEET; THENCE SOUTH 0°00' EAST 134.00 FEET; THENCE NORTH 90°00' EAST 204.00 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT ROAD ALONG THE NORTH LINE THEREOF;

EXCEPT ROADS;

EXCEPT THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION.

NOTE: All situated in Yakima County, Washington

SUBJECT TO: Easements, rights-of-way, reservations and restrictions of record.

Prepared by: CH2M Hill LPK Date: 12-14-84
Checked by: _____ Date: _____
Revised by: _____ Date: _____

EXHIBIT "A"
TO
FROST WATER AGREEMENT

R. 17 E T. 14 N SEC. 22 PARCEL 31002, 34002
FARM UNIT 101

PARCEL NO. 34002

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION
22, TOWNSHIP 14 NORTH, RANGE 17 EAST, W.M.

EXCEPT ROAD ALONG THE EAST LINE.

YAKIMA COUNTY
WASH
FILED BY
CH2M HILL
APR 10 5 42 AM '86
BETTIE IRISHAM
AUDITOR

NOTE: All situated in Yakima County, Washington

SUBJECT TO: Easements, rights-of-way, reservations and restrictions
of record.

Prepared by: CH2M HILL LPK Date: 12-14-84
Checked by: _____ Date: _____
Revised by: _____ Date: _____

FROST WATER AGREEMENT

2760256

2760256

This Agreement, made this 5TH day of AUGUST, 1983, between VARIN SASSER

hereinafter styled First Party and the YAKIMA-TIETON IRRIGATION DISTRICT, hereinafter styled Yakima-Tieton, acting as Contractor for the United States of America, and said Yakima-Tieton being represented by the officer executing this Agreement;

RECITALS

1. First Party is the owner of the following described property in Yakima County, Washington, hereinafter referred to as First Party's property:

Range 17 Township 13 Section 12 Parcel 12001.

Range 17 Township 14 Section 22 Parcel 32404

Range _____ Township _____ Section _____ Parcel _____

Range _____ Township _____ Section _____ Parcel _____

2. Water from the Yakima-Tieton system is available for frost control purposes on a limited basis.

3. The pipelines and turnouts will be sized to deliver 10 gallons of water per minute per unit of frost control water.

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