

RETURN TO:

LARSON GRIFFEE & PICKETT PLLC

Attention: Ryan D. Griffiee
105 North 3rd Street
Yakima, WA 98901

SHARED IRRIGATION SYSTEM AGREEMENT

Reference nos. of related documents: N/A

Grantor(s): (1) **ROZA HILLS VINEYARDS, LLC**

Grantee(s): (1) **LEONE, SAL**

Abbreviated Legal Descriptions: PTNS Sec 6, T 11 N, R 21 EWM. **Complete legal descriptions are on page 1 and 2 of this document.**

Assessor's Tax Parcel ID Nos.: Servient Parcels Nos. 211106-43002 and 211106-11005;
Dominant Parcel No. 211106-12002

THIS SHARED IRRIGATION SYSTEM AGREEMENT (this "**Agreement**") is made and entered into by **ROZA HILLS VINEYARDS, LLC**, a Washington limited liability company (the "**Grantor**") and **SAL LEONE**, regarding his personal estate (the "**Grantee**"), (together, the "**Parties**").

BACKGROUND. This Agreement is entered into for the purposes of memorializing the below-described shared Irrigation System that irrigates vineyards located upon both the Servient and Dominant Parcels. Vineyards on all of the properties (including the 8 acres of vineyards located on the Dominant Parcel) must be irrigated at the same time due to a pressure differential.

AGREEMENT. The Parties hereby agree as follows:

1. **Definitions.** The following terms have the following meanings in this Agreement:

- a. "**Servient Parcels**" means that certain real property situated in Yakima County, Washington, which is owned by the **ROZA HILLS VINEYARDS, LLC**, commonly referred to as Yakima County Assessor's Parcel Nos. **211106-43002** and **211106-11005**, and legally described as follows:

All of Section 6, Township 11 North, Range 21, E.W.M.;

EXCEPT that portion of the South 1/2 of the Southeast 1/4 of said Section lying South of Roza Lateral P38.8L;

AND EXCEPT that portion of the North 1/2 of Section 6, Township 11 North, Range 21, E.W.M. described as follows:

Commencing at the South 1/4 corner of said Section; thence North along the North/South centerline thereof, 3209 feet to the true point of beginning; thence continuing North 200 feet; thence North 40°36' West 461 feet; thence North to the North boundary of said section; thence Easterly along said North boundary 1340 feet; thence South, parallel with said North/South centerline to a point bearing East of the point of beginning; thence West 1040 feet, more or less, to the point of beginning. Situated in Yakima County, State of Washington.

- b. **"Dominant Parcel"** means that certain real property situated in Yakima County, Washington, which is owned by the **SAL LEONE**, commonly referred to as Yakima County Assessor's Parcel No. **211106-12002**, and legally described as follows:

That portion of the North 1/2, Section 6, Township 11 North, Range 21 E.W.M., described as follows:

Commencing at the South 1/4 corner of said section, then North along the North/South center line thereof, 3209 feet to the true point of beginning, then continuing North 200 feet, then North 40°36' West 461 feet, then North to the North boundary of said section, then Easterly along said North boundary 1,340 feet, then South, parallel with said North/South center line to a point bearing East of the point of beginning, then West 1040 feet, more or less, to the point of beginning.

- c. **"Irrigation System"** means the existing shared irrigation system presently used to irrigate vineyards on the Servient and Dominant Parcels, including any appurtenances thereto.
- d. **"Subject Pipelines"** means and refers to each existing and future water-delivery pipelines and related appurtenances thereto, which are used to supply water to and for the benefit of the Servient and Dominant Parcels, all of which are deemed to be part of the Irrigation System.
- e. **"Easement Area"** means and refers to those portions of the Servient Parcels upon which the existing Irrigation System, including without limitation the Subject Pipelines and irrigation valves, are located. The location of the pipelines may be changed by agreement between the owners of the Servient and Dominant Parcels.

2. **Shared Irrigation System Easements/Covenants.**

- 2.1 **Grant of Easement.** The owners of the Servient Parcels hereby grant the owner of the Dominant Parcel a perpetual *nonexclusive* easement over, under, and across the Easement Area for the purposes of (a) operating, using, maintaining, repairing, and replacing the Subject Pipelines, Irrigation System, pump(s) and related fixtures and apparatus thereto that are located at, benefit, or run across the Servient Parcel; (b) delivering irrigation water to or from the Dominant Parcel; and (c) ingress and egress to operate, use, inspect, maintain, repair, and replace the Subject Pipelines, Irrigation System, pumps, fixtures, apparatus, and appurtenances thereto permitted under this paragraph.
- 2.2 **Water Fees; Shared Expenses.** The owners of the Servient and Dominant Parcels shall pay a proportionate share (such share being based upon relative acres of vineyards being irrigated) for all operation, maintenance, repair, and replacement expenses for the Irrigation System and Subject Pipelines. It is agreed that the Dominant Parcel has 8 acres. *As an example, if 227 acres of vineyards are being irrigated on the Servient Parcels, the Dominant Parcel's pro rata share would be 8/235, which is 3.4%.*
- 2.3 **Subject Pipeline Responsibility.** The cost of repairing or maintaining the Subject Pipelines shall be born in the same proportion as determined under Paragraph 2.2 above.
3. **Irrigation Rights.** The owner of the Dominant Parcel shall be entitled to receive a minimum of 16-acre feet per year of water from the Irrigation System for irrigating vineyards on the Dominant Parcel. In drought conditions, the owner of the Dominant Parcel shall be entitled to receive a minimum of *8/235, which is 3.4%* of the available water from the Irrigation System (capped at 16-acre feet per year).
4. **Construction Work.** Immediately following the completion of any irrigation pipeline operation, use, maintenance, repair, or replacement work, the owner of the property conducting such work, at said party's sole expense, will restore the Easement Area to the same or better condition in which the Easement Area existed prior to the commencement of such work, with all such work required to be performed in a careful, workmanlike manner, and be free of claims and liens.
5. **Rights to Use Easement Areas.** The present and future owner(s) of the Easement Area may use such property for any purpose that will not unreasonably interfere with the rights granted under this Agreement.
6. **Binding Effect; Covenants Running with the Land.** The provisions of this Agreement are binding on the undersigned parties and their respective heirs, successors, and assigns and constitute easements and covenants appurtenant to and running with the Servient and

Dominant Parcels and the Easement Area.

7. **General Terms.**

- 7.1 ***Amendment.*** This Agreement may be amended only if and after the owners of all of the real property subject to and benefitted by this Agreement consent to the amendment in a signed and notarized writing that is recorded with the Yakima County Auditor. The owner of the Dominant Parcel, however, may unilaterally terminate its obligations and abandon its rights under this Agreement (at owner's sole discretion for any reason) by recording a duly signed and notarized notice of abandonment.
- 7.2 ***Governing Law and Venue.*** This Agreement was made under the laws of the state of Washington, and if it becomes necessary to interpret or enforce any of this Agreement's terms, the laws of the state of Washington will apply. The proper and exclusive venue for any proceeding to interpret or enforce this Easement will be Yakima County, Washington.
- 7.3 ***Headings.*** The captions and paragraph headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit, or affect the interpretation or construction of any term or provision of this Agreement.
- 7.4 ***Entire Agreement.*** This Agreement constitutes the entire understanding and agreement of the parties to this Agreement with respect to its subject matter. All prior agreements, understandings, or representations, if any, with respect to this Agreement's subject matter are canceled in their entirety and are of no further force or effect.

EXECUTED effective as of the ____ day of _____ 2025.

PARTIES:

SAL LEONE

ROZA HILLS VINEYARDS, LLC

By: _____
Sal Leone, Managing Member

By: _____
Herbert Selipsky, Member

STATE OF WASHINGTON)
) ss.
COUNTY OF YAKIMA)

This record was acknowledged before me on _____, 2025 by **SAL LEONE**,
individually and as Managing Member of **ROZA HILLS VINEYARDS, LLC**.

NOTARY PUBLIC for the State of Washington
My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF YAKIMA)

This record was acknowledged before me on _____, 2025 by Herbert Selipsky as
Member of **ROZA HILLS VINEYARDS, LLC**.

NOTARY PUBLIC for the State of Washington
My commission expires: _____