

Please return to:

*Executive Assistant
Kennewick Irrigation District
2015 South Ely Street
Kennewick, WA 99337*

Hold for easement
to be negotiated.
Chuck will sign eventually.
ORIGINAL

KENNEWICK IRRIGATION DISTRICT RESOLUTION 2017-18

Approving Irrigation Easement on KID Property (Parcel #113971000002000).

A **RESOLUTION** of the Board of Directors of Kennewick Irrigation District (KID), Benton County, Washington, for the purpose of approving a new irrigation easement on KID property in exchange for a Pump to serve that property with irrigation water,

WHEREAS, the Board of Directors of KID (the Board) met in regular session on June 6, 2017, with a quorum present; and

WHEREAS, properties owned by the Department of Natural Resources (DNR) and Ramer Holtan (Holtan) have been allocated an irrigation allocation of water from KID;

WHEREAS, DNR and Holtan wish to install irrigation facilities on KID Properties and instal an irrigation system that meets KID Standards; and

WHEREAS, the KID is the legal owner of parcel 1-1397-100-0002-000; and

WHEREAS, DNR and Holtan have requested a ten (10) foot irrigation easement on the aforementioned KID property as described in Attachment "A"; and

WHEREAS, in exchange for an irrigation easement, DNR and Holtan must agree to purchase and install a pump that will be sized to serve the aforementioned KID property with irrigation water and controls to operate the pump; and

WHEREAS, both pump and controls shall be reviewed by KID and shall meet KID standards;


NOW, THEREFORE, BE IT RESOLVED to grant an irrigation easement on KID over parcel 1-1397-100-0002-000 as described in Attachment "A" conditioned upon the DNR and Holtan entering into an agreement to install a pump and controls adequate to service the aforementioned KID Property.

RESOLUTION 2017-18 IS HEREBY ADOPTED by the Board of Directors of Kennewick Irrigation District, Benton County, Washington, at a regular open public meeting thereof this 6th day of June, 2017.



Kirk Rathbun

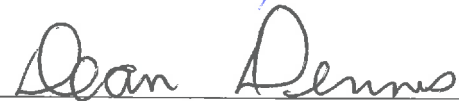
(Vacant)



Gene Huffman



David McKenzie



Dean Dennis

Attachment A

Please return to:

***KID Engineering Department
Kennewick Irrigation District
12 West Kennewick Avenue
Kennewick, WA 99336***

COVER PAGE
FOR
IRRIGATION EASEMENT AGREEMENT

GRANTORS:	Kennewick Irrigation District
GRANTEE:	Kennewick Irrigation District, formed and operated pursuant to RCW CH. 87.03
TAX ACCOUNT:	39873
LEGAL DESCRIPTION:	Portion of the N1/2 of Section 13, Township 9 North, Range 27 East, W.M., Benton County, Washington

Parcel Number: 1-1397-100-0002-000

THE GRANTOR(S) Kennewick Irrigation District, a municipal corporation, and its successors or assigns, of Benton County, State of Washington, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant(s) to KENNEWICK IRRIGATION DISTRICT, a municipal corporation, and its successors or assigns, the right to enter upon the lands of the Grantor(s) situated in the County of Benton, State of Washington, and more particularly described as follows:

An irrigation easement for the installation, replacement, improvement, expansion, operation and maintenance of irrigation works over, under and across the following described parcel:

An irrigation line easement over a portion of the Kennewick Irrigation District parcel as described under Auditors File No. 180538, Records of Benton County, Washington lying in a portion of Southeast quarter of the Northwest quarter of Section 13, Township 9 North, Range 27 East, Willamette Meridian, Benton County, Washington, described as follows:

A 10.00-foot wide irrigation line easement for the installation, operation, maintenance, renewal and replacement of irrigation lines and structures over, under and across the following described parcel of land;

The South 10.00 feet of the West 405.33 feet of the Southeast quarter of the Northwest quarter of said Section 13.

It is the intent of the easement description to adjoin to and terminate on the Westerly boundary of that certain 10.00-foot wide irrigation easement as described under Auditors File No. 2016-032070, Records of Benton County, Washington.

Containing: 4,055.40 square feet, (0.09 acres), more or less.

ALSO TOGETHER WITH AND SUBJECT TO easements, reservations, covenants and restrictions apparent or of record.

As shown generally on the attached map, Exhibit A,

This easement includes the perpetual right to construct, repair, replace, enlarge, improve, operate and maintain across the above described lands pipeline and appurtenant structures, including, but not limited to, fencing, pump stations, valves, ponds, control systems, and any other structure or equipment associated with said irrigation system..

The Grantor(s) agree(s) that pipelines and structures installed upon the above described lands at the Grantee's expense shall remain the property of the Grantee, and that the Grantee shall have the right of ingress and egress over the adjacent lands of the Grantor(s) for the purpose of

exercising all rights hereby granted, Which right of ingress and egress shall include the right to temporarily store soil, dirt, gravel, rock, and construction materials on the adjacent lands of grantor to the extent reasonably necessary to the performance of work in easement in the easement.

Grantee shall at all times exercise its rights herein in accordance with this Agreement and in compliance with all applicable ordinances, codes, rules and regulations of any public authority having jurisdiction.

Prior to any construction, operation, maintenance, repair, replacement and removal of the underground irrigation line or any other activity by Grantee on Grantor's property, a notification and plans for the same shall be submitted in writing to Grantor by Grantee and no such work by Grantee shall be commenced without Grantor's prior written approval of the plans thereof, which approval shall not be unreasonably withheld; PROVIDED, HOWEVER, that in the event of an emergency requiring immediate action by the Grantee for the protection of its facilities or other persons or property, Grantee may take such action upon such notice to Grantor as is reasonable under the circumstances. Any changes or revisions in the plans shall also be subject to Grantor's prior written approval. Nothing in this Agreement shall be deemed to impose any duty or obligation on Grantor to determine the adequacy or sufficiency of Grantee's plans and designs, or to ascertain whether Grantee's construction is in conformance with the plans and specifications approved by the Grantor.

Upon completion of any work performed by Grantee on Grantor's property, Grantee shall remove all debris and restore the surface of the property to the same or substantially identical condition in which it was prior to the commencement of the work, including, but not limited to, restoring paving, irrigation, topsoil, fencing, rock, planting and maintaining grade and compaction of the property. If the removal of debris or restoration of the property surface is not done in a reasonably satisfactory manner to Grantor, the grantor may remove debris and restore the property surface with the cost thereof being paid for by the grantee.

The Grantee shall defend, indemnify, hold and save harmless the Grantor, its agents, representatives, and employees ("Indemnitees") from all loss, damage, liability, claims, allegations or expenses (including attorney fees and all expenses of litigation), resulting from any actual or alleged injury or death of any person, or from any actual or alleged loss of or damage to any real or personal property, caused by or resulting from any act or omission of Grantee and Grantee's employees, agents, or contractors that is neglect or otherwise at fault and occurs in the exercise of the rights contained in this Agreement. This agreement to defend, indemnify and hold harmless shall be triggered upon the assertion of any claim against any Indemnitee within the scope of the Grantee's said defense, indemnification and hold harmless obligations. Attorney fees and litigation expenses incurred by any Indemnitee in successfully enforcing the obligation of this paragraph shall be paid by the Grantee.

Dated this _____ day of _____, 20_____.

Signed

ACKNOWLEDGEMENT OF INDIVIDUAL

STATE OF _____)

:ss

County of _____)

I, _____, a Notary Public in and for the State and County aforesaid, do hereby certify that on this ___ day of _____, 20__, personally appeared before me _____ personally known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to me that _____executed, signed and sealed the same as a free and voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC in and for the State of Washington
Residing at _____
My Commission Expires _____

Exhibit A

