

Please return to:

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

KENNEWICK IRRIGATION DISTRICT RESOLUTION 2017-19

APPROVING WATER ALLOTMENT TRANSFERS FOR BADGER COULEE RECAPTURE WELL EASEMENTS

A RESOLUTION of the Board of Directors of Kennewick Irrigation District (KID), Benton County, Washington, for the purpose of approving the allotment of irrigation water rights to Thomas and Lanay Hambrook in exchange for access and irrigation easements; and

WHEREAS, the Board of Directors of KID (the Board) met in regular session on July 18, 2017, with a quorum present, and

WHEREAS, the legal owners of the parcels identified on Attachment "A" hereto, located within the boundaries of the District, have requested that their parcel receive a transfer of water allotment in exchange for granting access and irrigation easement to KID; and

WHEREAS, the legal owners of the parcels identified on Attachment "A" hereto have agreed to be bound by all obligations applicable to lands which receive water from the Kennewick Irrigation District, including but not limited to the obligation to pay assessments as established by the KID Board of Directors; and

WHEREAS, KID has the requested allotment of acres available; and

WHEREAS, KID has confirmed with the USBR that the permanent transfer of the water allotment to the parcels described on Attachment "A" hereto is permissible and is approved under the KID/USBR contract; and

WHEREAS, the requirements of KID for water allotment transfer have been deemed satisfied and all monies and/or obligations to KID due and owing have been paid in full;

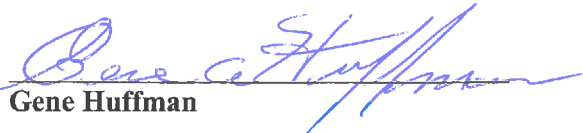
WHEREAS, in exchange for water allotment the properties have agreed to grant easements as described in Attachment "B"; Easement Agreement; and

WHEREAS, the KID Board authorizes Charles Freeman, to execute said Easement Agreement; and

NOW, THEREFORE, BE IT RESOLVED water allotment to parcels described herein be established and irrigation assessment for the allotment to the parcels described in Attachment "A" hereto which is hereby incorporated herein as though fully set forth, was added to the Kennewick Irrigation

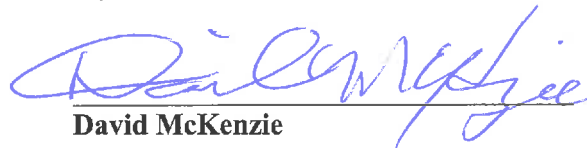
District's assessment rolls effective January 1, 2018, that said parcels are hereafter bound by all obligations applicable to lands which receive water within the Kennewick Irrigation District, including but not limited to the obligations to pay assessments as established by the Kennewick Irrigation District Board of Directors.

RESOLUTION 2017-19 IS HEREBY ADOPTED by the Board of Directors of Kennewick Irrigation District, Benton County, Washington, at a regular open public meeting thereof this 18th day of July, 2017.


Gene Huffman


Dean Dennis


Kirk Rathbun


David McKenzie

(Vacant)

ATTACHMENT "A"
ADDING ASSESSMENTS FOR PROPERTIES PERMANENTLY RECEIVING
TRANSFER OF WATER ALLOTMENT 2017

PARCEL NUMBER	ORIGINAL IRRIGABLE ACRES	ADDITIONAL IRRIGABLE ACRES GRANTED	TOTAL IRRIGABLE ACRES
1-1688-102-0001-001	7.00	17.50	24.50
1-1688-102-0001-002	1.50	1.50	3.00

LEGAL DESCRIPTION

Parcel 1-1688-102-0001-001: STATE PLAT OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 28: TRACT 1: LESS THAT PORTION DEFINED AS FOLLOWS: COMMENCING AT THE NORTH- EAST CORNER OF SAID SECTION 16. THENCE SOUTH 00 DEGREES 31 MINUTES 26 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION FOR 1989.12 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 1. THENCE NORTH 89 DEGREES 22 MIN- UTES 08 SECONDS WEST ALONG THE SOUTH LINE OF SAID TRACT FOR 1,120.18 FEET TO THE TRUE POINT OF BEGINNING. THENCE NORTH 00 DEGREES 37 MIN- UTES 52 SECONDS EAST FOR 631.98 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE BADGER EAST LATERAL IRRIGATION CANAL. THENCE NORTH 49 DEGREES 49 MINUTES 56 SECONDS WEST FOR 50 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID TRACT 1. THENCE SOUTH 40 DEGREES 10 MINUTES 04 SECONDS WEST ALONG SAID NORTHWESTERLY LINE FOR 694.30 FEET. THENCE SOUTH 49 DEGREES 49 MINUTES 56 SECONDS EAST FOR 50 FEET TO A POINT ON SAID SOUTHEASTERLY RIGHT OF WAY LINE OF SAID CANAL. THENCE SOUTH 00 DEGREES 37 MINUTES 52 SECONDS WEST FOR 146.52 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 1. THENCE SOUTH 89 DEGREES 22 MINUTES 08 SECONDS EAST ALONG SAID SOUTH LINE FOR 441.97 FEET TO THE TRUE POINT OF BEGINNING. SUBJECT TO EASEMENT AND RESTRICTIONS OF RECORD 11/16/65 RIGHT OF WAY EASEMENT 4/28/80

Parcel 1-1688-102-0001-002: STATE PLAT OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 28: PORTION OF TRACT 1 DEFINED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16. THENCE SOUTH 00 DEGREES 31 MINUTES 26 SEC- ONDS WEST ALONG THE EAST LINE OF SAID SECTION FOR 1989.12 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 1. THENCE NORTH 89 DEGREES 22 MINUTES 08 SECONDS WEST ALONG THE SOUTH LINE OF SAID TRACT FOR 1,120.18 FEET TO THE TRUE POINT OF BEGINNING. THENCE NORTH 00 DEGREES 37 MINUTES 52 SECONDS FOR 631.98 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE BADGER EAST LATERAL IRRIGATION CANAL. THENCE NORTH 49 DE- GREES 49 MINUTES 56 SECONDS WEST FOR 50 FEET TO A POINT ON THE NORTH- WESTERLY LINE OF SAID TRACT 1. THENCE SOUTH 40 DEGREES 10 MINUTES 04 SECONDS WEST ALONG SAID NORTHWESTERLY LINE FOR 694.30 FEET. THENCE SOUTH 49 DEGREES 49 MINUTES 56 SECONDS EAST FOR 50 FEET TO A POINT ON SAID SOUTHEASTERLY RIGHT OF WAY LINE OF SAID CANAL. THENCE SOUTH 00 DEGREES 37 MINUTES 52 SECONDS WEST FOR 146.52 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 1. THENCE SOUTH 89 DEGREES 22 MINUTES 08 SEC- ONDS EAST ALONG SAID SOUTH LINE FOR 441.97 FEET TO THE TRUE POINT OF BEGINNING.

ATTACHMENT "B"

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into and effective this 15th day of August, 2017 by and between the parties hereto, who are identified as follows:

THOMAS N & LANAY HAMBROOK (hereinafter "Hambrook")

And

KENNEWICK IRRIGATION DISTRICT, an irrigation district formed and operated pursuant to RCW Ch. 87.03, referred to herein as "KID",

Relating to property owned by Hambrook in Section 16, Township 8 North, Range 28 East, W.M., Benton County Parcel Number 116881020001001 (hereinafter "Property"),

WHEREAS, KID received permission from Hambrook to enter upon the Property for the construction of a well and appurtenant irrigation facilities; and

WHEREAS, In exchange for an access, irrigation and power easement, KID agrees to allot 17.5 irrigable acres to Hambrook Property (116881020001001) and 1.5 irrigable acres to parcel 116881020001002, with an effective date of January 1, 2018, and

WHEREAS, Hambrook agrees to grant to the KID an access and irrigation easement; and

WHEREAS, Hambrook agrees to grant an easement to the Benton Power Utility District, for the installation of power appurtenances for KID irrigation systems; and

WHEREAS, Hambrook agrees to grant to the KID a temporary construction, access and irrigation easement; and

WHEREAS, KID will continue to drill and utilize said easements for the construction of wells and appurtenant irrigation facilities, including vertical turbine pump stations above ground.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE TO THE FOLLOWING:

1. Hambrook agrees to grant an easement as shown on the attached Exhibit A to KID;

2. Hambrook agrees to grant a temporary construction, access and irrigation easement to KID and further agrees to permanent access and irrigation easements, 10 feet in width along entire east boundary line of the property (the west 10 feet of the east 20 feet of the east property line), and a 50 feet by 50 feet area centered north to south on any additional wells drilled by KID (the east boundary of the 50 foot by 50 foot area shall be contiguous with the 10 foot wide easement described in this paragraph) including appurtenant irrigation facilities, as shown on the attached Exhibit B. A formal easement document shall be recorded within 90 days of the completion of any additional wells drilled by KID;
3. Hambrook agree to grant an easement as shown on the attached Exhibit C to Benton PUD;
4. KID agrees to grant 17.5 irrigable acres to parcel 116881020001001 and 1.5 irrigable acres to parcel 116881020001002, effective January 1, 2018;
5. KID agrees to install a fence along the westerly line of the easement granted to KID. Fence shall be a 3-strand barbwire and installed upon request from Hambrook; and
6. KID agrees to allow, to the extent reasonably possible, without interfering with the operations and maintenance of KID infrastructure and appurtenances, for Hambrook to utilize said easements for access and farming operations.

(MUTUAL AGREEMENTS CONTINUED)

7. Entire Agreement; Severability; Modification; Waiver: This Agreement contains the entire agreement of the parties and supersedes and replaces any and all prior or contemporaneous agreements or understandings, written or oral, express or implied, between the parties concerning the subject matter of this Agreement. Should any term or provision of this Agreement, or any part thereof, be held unenforceable for any reason, such unenforceable term or provision, or part thereof, shall not affect the remainder of this contract, it being agreed the provisions hereof are severable. This Agreement shall not be subject to modification except by written agreement signed by both parties. Failure of either party to enforce any of the provisions of this Agreement shall not be construed as a waiver by that party of any such provisions or of the right of such party to thereafter strictly enforce each and every provision of this Agreement.
8. Hold Harmless/Indemnification: The parties each agree for itself, its successors, and assigns to hold harmless and indemnify each other and its board of directors, officers, agents, consultants, contractors, representatives, attorneys, insurers and employees from any all claims, judgments, damages, penalties, fines, costs, liabilities or losses arising from or related to their respective acts or omissions relating to work performed under this Agreement ("Claims"). This hold harmless and indemnification provision applies to claims of negligence and any other theory of liability related to or arising out of this Agreement or otherwise raised against KID or Hambrook.

9. Notwithstanding the foregoing paragraphs, KID shall have no obligation to indemnify or hold harmless Hambrook for Claims arising from the sole negligence or willful misconduct of Hambrook, its agents, officers, and employees; and Hambrook shall have no obligation to indemnify or hold harmless KID for Claims arising from the sole negligence or willful misconduct of KID, its agents, officials, and employees. Where such Claims result from concurrent acts or omissions of the parties, or their respective agents, employees or contractors, the hold harmless and indemnity provisions herein shall be valid and enforceable only to the extent such Claims are caused by each party's acts or omissions or those of their respective agents, employee and contractors.
10. Injunctive Relief: Hambrook and KID agree and stipulate that irreparable injury will result if either party fails to fully perform all of their obligations, and agree that if either party breaches this Agreement or fails to fully perform an obligation hereunder, the non-defaulting party shall be entitled to an injunction to restrain further breach and/or to force performance. Said injunctive relief shall be in addition to any other remedies either party may have at law or in equity.
11. Personal Warranty of Representative Authority: Each person signing this Agreement in a representative capacity covenants, represents and warrants that he or she has full authority to bind his or her principal to the terms of the Agreement, and hereby promises to hold the other parties hereto harmless from any claim or allegation that said person lacked such authority.
12. Attorney's Fees: In case litigation or arbitration is instituted arising directly or indirectly out of this Agreement, the substantially prevailing party or parties shall be awarded its reasonable attorney's fees, costs (including witness fees, expert witness fees and court reporter fees), at trial and on any appeal. In addition, in the event of arbitration, the substantially prevailing party shall be awarded its share of the arbitrator's fee.
13. Disputes, Default, Breach, Mediation and Arbitration: In the event any party alleges any default or breach against the other arising out of this Agreement and they are unable to resolve the same by direct negotiation within seven (7) days of written notification of same, then the following mediation and arbitration provisions shall apply. In the event of any such claims or disputes over this Agreement, and as a condition precedent to the commencing of any legal action on said Agreement, the parties agree that they will first submit said dispute to mediation and arbitration in Kennewick, Washington. Upon demand for mediation by either party, a single mediator shall be selected by agreement of the parties or, if the parties are unable to agree, by the presiding judge of Benton County Superior Court. Within ten (10) days of demand for mediation by a party, a mediator shall be selected by the parties. If the parties cannot agree on a mediator, either party may submit a request to the Benton County Superior Court presiding judge to appoint a mediator in compliance with this Agreement. The mediation shall held within forty-five (45) days of selection of the mediator. If mediation is not successful, the mediator shall thereafter become an arbitrator and shall make a decision on the dispute within ten (10) days of the mediation. The mandatory arbitration rules of the Benton/Franklin County

Superior Courts shall be binding as to procedure, except as to the unique right of appeal which is not applicable. The limited right of appeal under the general arbitration laws of the State of Washington shall apply.

14. Jurisdiction and Venue: Any litigation arising under, related to, or in connection with this Agreement shall occur solely in the state court of appropriate subject matter jurisdiction for Benton County, State of Washington, and in no other court.
15. Agreement is binding: The terms of this Agreement are intended to be and shall constitute a binding agreement and a covenant running with the land. The benefits and obligations herein shall benefit and bind the parties and their successors and assigns in interest unless otherwise terminated by the parties hereto.
16. Scrutiny: This Agreement has been submitted to the scrutiny of all parties and their respective legal counsel and shall be given a fair and reasonable interpretation in accordance with the words hereof without consideration or weight being given to its being drafted by or for one of the parties. If in fact one of the parties has not submitted this Agreement to the scrutiny of their legal counsel, such party stipulates that, despite having had the opportunity to do so, they waived the same and elected to proceed without the benefit of such legal review.

IN WITNESS WHEREOF, the parties execute this Agreement as follows.

THOMAS N & LANAY HAMBROOK

BY Thomas N. Hambrook
THOMAS N HAMBROOK

Date Signed: 8-15, 2017

BY Lanay Hambrook
LANAY HAMBROOK

Date Signed: 8-15, 2017

STATE OF WASHINGTON)

: SS

COUNTY OF Benton)

On this 15th day of August, 2017, before me personally appeared Thomas & Lanay Hambrook, to me known to be the Individuals of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

15th IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day of August, 2017.

Lori I. Gibson

NOTARY PUBLIC,
State of Washington
Residing at Kennewick, WA
My Commission Expires 2/16/19



KENNEWICK IRRIGATION DISTRICT:

By: Charles Freeman
Charles Freeman, its Secretary Manager

Date: July 18, 2017

STATE OF WASHINGTON)

: SS

COUNTY OF Benton)

On this 18th day of July, 2017, before me personally appeared Charles Freeman, to me known to be the president of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

18th IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day of July, 2017.



Doris K. Rakowski
NOTARY PUBLIC,
State of Washington
Residing at Kennewick, WA
My Commission Expires April 1, 2020

EXHIBIT A

DROUGHT WELL ACCESS & IRRIGATION EASEMENT

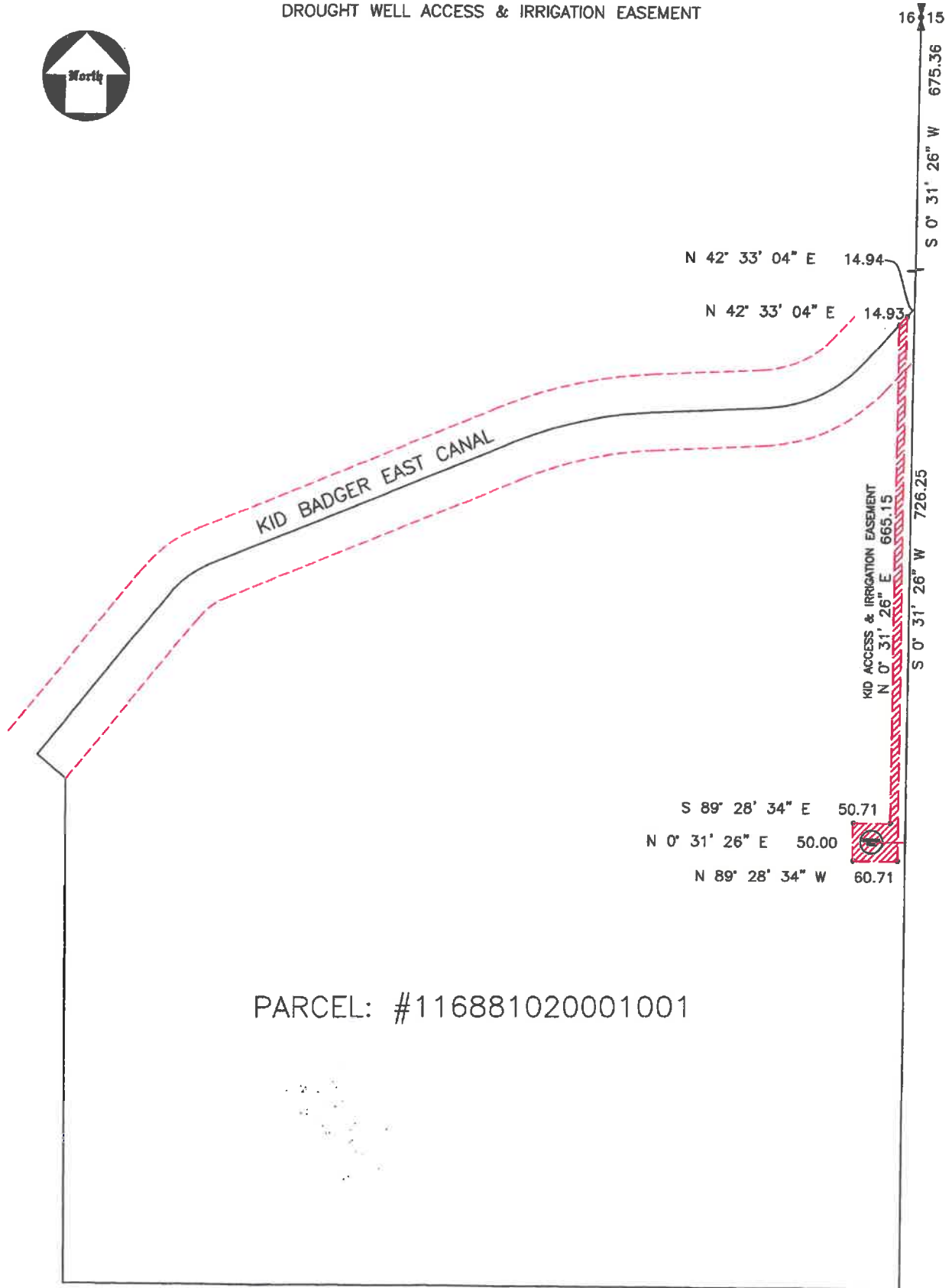


EXHIBIT B

TEMPORARY ACCESS & CONSTRUCTION EASEMENT

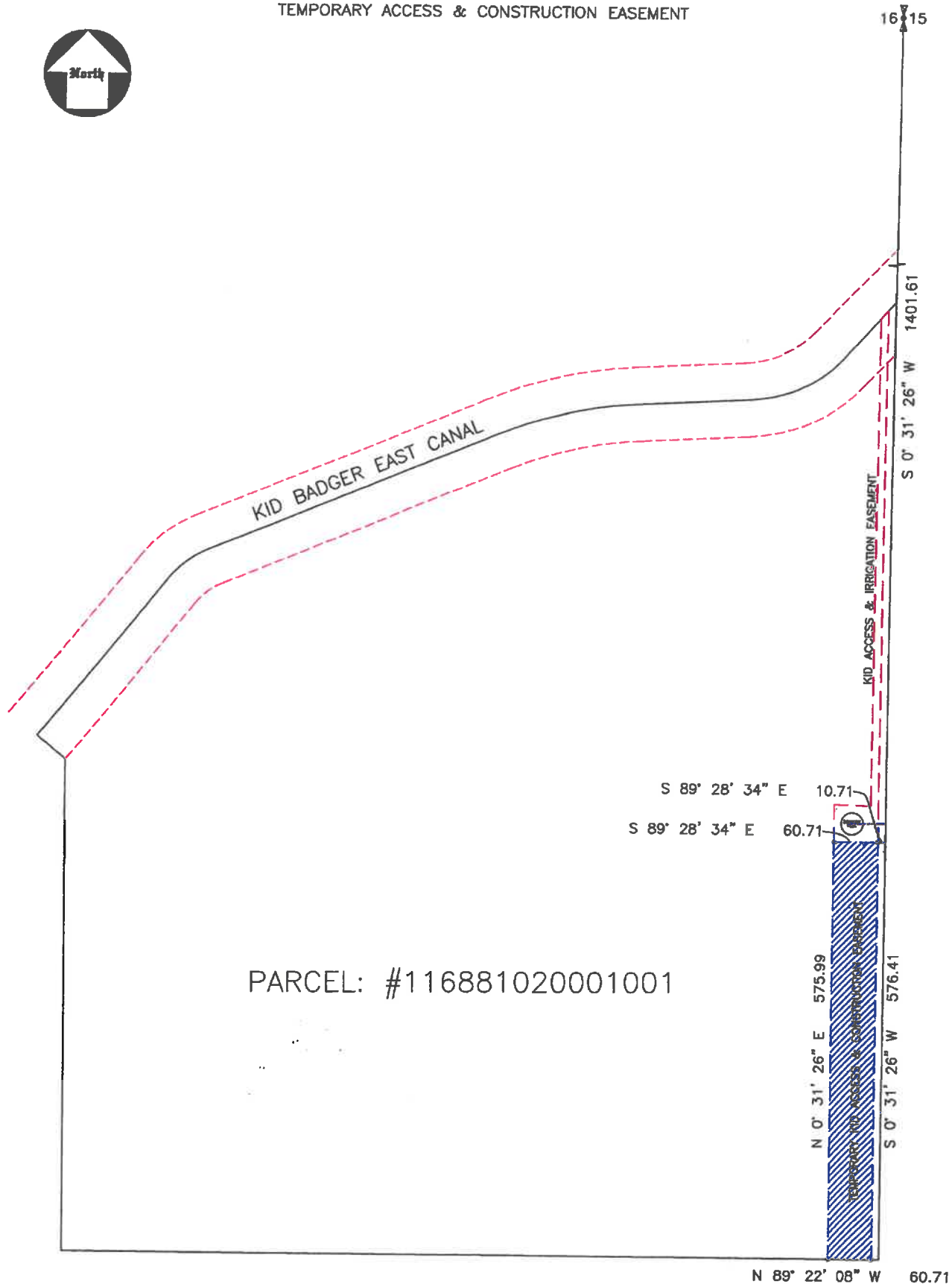
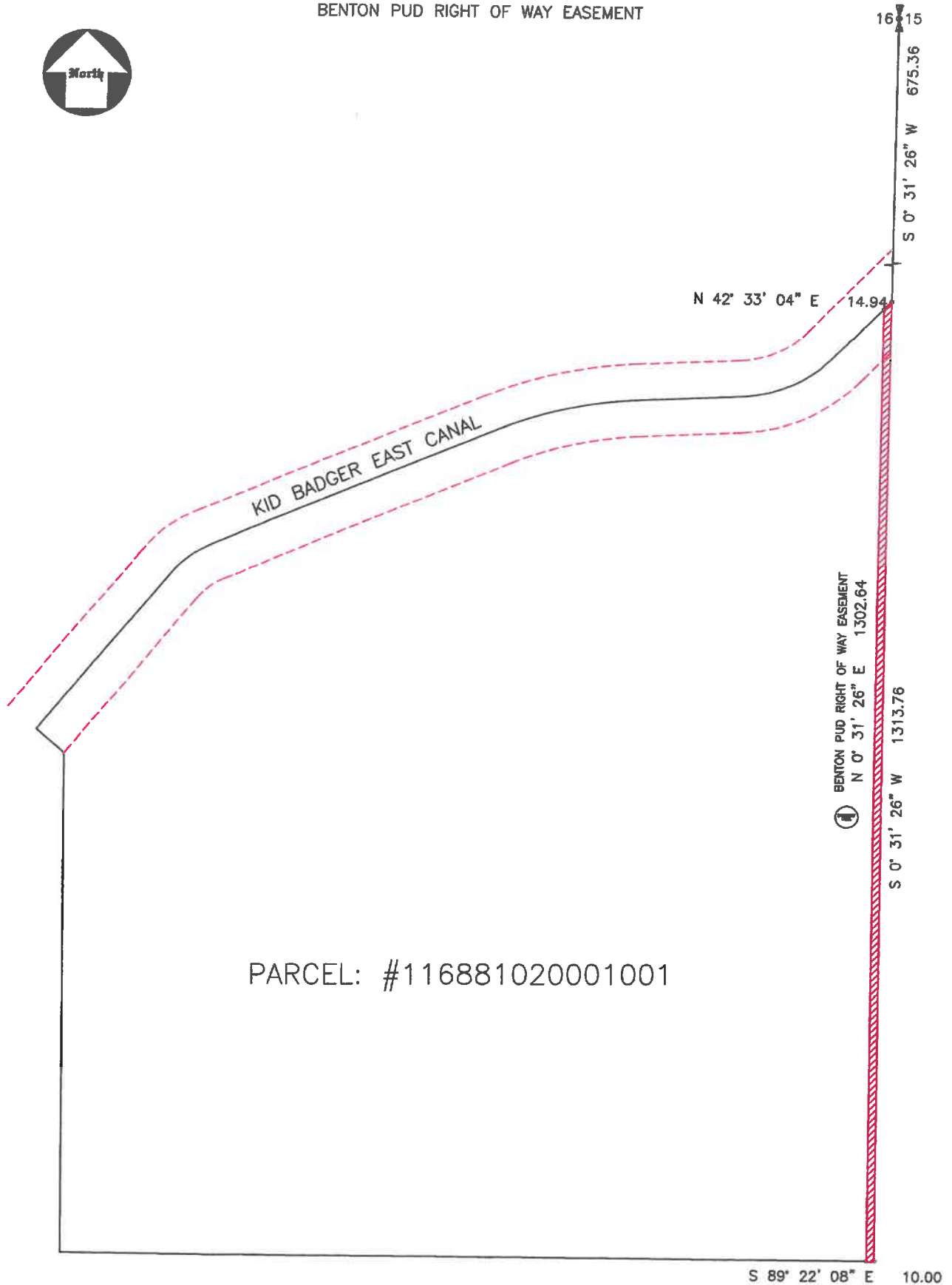


EXHIBIT C

BENTON PUD RIGHT OF WAY EASEMENT



PARCEL: #116881020001001