

Please return to:

*Executive Assistant
Kennewick Irrigation District
12 West Kennewick Avenue
Kennewick, WA 99336*

KENNEWICK IRRIGATION DISTRICT RESOLUTION 2012-27

Approving Rainier Meadows Irrigation System Development Agreement

A **RESOLUTION** of the Board of Directors of Kennewick Irrigation District (KID), Benton County, Washington, for the purpose of approving a development agreement with BMB Development Inc., a Washington Corporation (hereinafter "Developer"),

WHEREAS, the Board of Directors of KID (the Board) met in regular session on August 21, 2012, with a quorum present, and

WHEREAS, the Property is proposed for subdivision into a development known as "Rainier Meadows" consisting 4.27 acres, of which 4.27 acres is classified as irrigable, which are proposed to be subdivided into 19 lots and legally described as follows;

TRACT 74, THE HIGHLANDS PLAT C, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS PAGE 31, RECORDS OF BENTON COUNTY, WASHINGTON, EXCEPT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M.; THENCE SOUTH 89°02' WEST ALONG SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 667.35 FEET; THENCE NORTH 00°20' EAST A DISTANCE OF 332.23 FEET; THENCE NORTH 89°06' EAST A DISTANCE OF 667.18 FEET; THENCE SOUTH 00°19' WEST A DISTANCE OF 331.40 FEET TO THE POINT OF BEGINNING.

hereinafter referred to as the "Property."

WHEREAS, RCW 58.17.310 requires that irrigation water right-of-way be provided for each parcel of land, and also requires that, if the subdivision lies within land within the district classified as irrigable, completed irrigation water distribution facilities for such land may be required by the irrigation district by resolution as a condition for approval of the short plat or final plat by the legislative authority of the city, town, or county;

WHEREAS, KID Resolution 86-15A requires completed irrigation facilities as a condition for approval of the short plat or final plat;

WHEREAS, KID Policy 4.19 "Standard Specifications" specifies what comprises completed irrigation facilities;

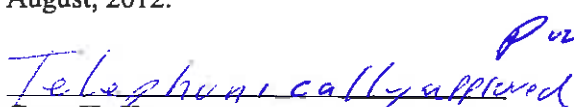
WHEREAS, the City of Kennewick requires completed irrigation water distribution facilities as a condition of approval for the subdivision, and

WHEREAS, the Developer has completed construction of the pipeline network and irrigation water services to the subdivision, but has not completed the construction of a pump station to provide pressurized irrigation water to the subdivision;

WHEREAS, the Developer and KID have mutually agreed that it is each of their best interests that Developer pay KID the sum of \$13,621.97, an amount agreed to by both the Developer and KID, in lieu of construction of a pump station located at the development, which amount is the estimated cost of a pump station to service Rainer Meadows;


NOW, THEREFORE, BE IT RESOLVED that the attached "Rainier Meadows Irrigation System Development Agreement" is approved.

RESOLUTION 2012-27 IS HEREBY ADOPTED by the Board of Directors of Kennewick Irrigation District, Benton County, Washington, at a regular open public meeting thereof this 21st day of August, 2012.

Telephonically approved

Gene Huffman

Patrick McGuire

Patrick McGuire


Kirk Rathbun


David McKenzie

RAINIER MEADOWS IRRIGATION SYSTEM DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into and effective this 21st day of August, 2012 by and between the parties hereto, who are identified as follows:

BMB Development, Inc., a Washington Corporation (hereinafter "Developer"),
and

Kennewick Irrigation District, an irrigation district formed and operated pursuant to RCW Ch. 87.03, referred to herein as "KID,"

Relating to that property in the City of Kennewick, County of Benton, and State of Washington, this is legally described as follows:

TRACT 74, THE HIGHLANDS PLAT C, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS PAGE 31, RECORDS OF BENTON COUNTY, WASHINGTON, EXCEPT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M.; THENCE SOUTH 89⁰⁰2' WEST ALONG SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 667.35 FEET; THENCE NORTH 00⁰⁰20' EAST A DISTANCE OF 332.23 FEET; THENCE NORTH 89⁰⁰06' EAST A DISTANCE OF 667.18 FEET; THENCE SOUTH 00⁰⁰19' WEST A DISTANCE OF 331.40 FEET TO THE POINT OF BEGINNING.

hereinafter referred to as the "Property."

WHEREAS, the Property is owned by the Developer and currently has an allotment for irrigation water delivery from KID;

WHEREAS, the Property is proposed for subdivision into a development known as "Rainier Meadows" consisting 4.27 acres, of which 4.27 acres is classified as irrigable, which are proposed to be subdivided into 19 lots;

WHEREAS, RCW 58.17.310 requires that irrigation water right-of-way be provided for each parcel of land, and also requires that, if the subdivision lies within land within the district classified as irrigable, completed irrigation water distribution facilities for such land may be required by the irrigation district by resolution as a condition for approval of the short plat or final plat by the legislative authority of the city, town, or county;

WHEREAS, KID Resolution 86-15A requires completed irrigation facilities as a condition for approval of the short plat or final plat;

WHEREAS, KID Policy 4.19 "Standard Specifications" specifies what comprises completed irrigation facilities;

WHEREAS, the City of Kennewick requires completed irrigation water distribution facilities as a condition of approval for the subdivision, and

WHEREAS, the Developer has completed construction of the pipeline network and irrigation water services to the subdivision, but has not completed the construction of a pump station to provide pressurized irrigation water to the subdivision;

WHEREAS, the Developer and KID have mutually agreed that it is each of their best interests that Developer pay KID the sum of \$13,621.97, an amount agreed to by both the Developer and KID, in lieu of construction of a pump station located at the development, which amount is the estimated cost of a pump station to service Rainier Meadows;

WHEREAS, the parties desire to set forth their agreements on how said Irrigation System will be constructed, operated, maintained, reconstructed, replaced, and bettered for their mutual benefit and for the benefit of their heirs, assigns and successors; NOW THEREFORE:

1. Payment in Lieu of Pump Installation. Developer will, within fourteen (14) days of the date of this agreement, pay to KID the sum of \$13,621.97 in lieu of purchasing and installing its own pump to service Rainier Meadows.
2. KID Obligations. After receipt of said funds, KID will at its expense:
 - a. Upsize its existing pump at Mile Post 2.6 on the Highlift Canal to provide service to Rainier Meadows for the 2013 irrigation system;
 - b. Make the necessary connections from the pump to the existing irrigation system for Rainier Meadows thereafter, prior to April 1, 2013; and
 - c. KID will advise the City of Kennewick of this Agreement and that KID has approved the Rainier Meadows subdivision subject to and conditioned on the Developer's full performance of this Agreement.
3. Water Rights Unaffected; Pump Ownership Remains In KID. This Agreement does not create, grant, transfer, modify or affect any water rights of Developer or KID. KID will own the pump that is upsized pursuant to this agreement.

4. Other Rights and Obligations Not Affected. No rights or obligations of the parties or to which the Property is subject are modified or affected hereby. Without limiting the generality of the foregoing, the Property, and all lots subsequently created from the Property, shall continue to be assessed in accordance with KID assessment structure and practices as they now exist and as they may be amended in the future.
5. Amendment of Agreement. The parties may amend this Agreement only by a written agreement signed and acknowledged by the owners of all of the Property and by the KID after approval of the KID Board of Directors.
6. Personal Warranty of Representative Authority. Each person signing this Agreement in a representative capacity individually and personally promises, covenants, represents and warrants that he or she has full authority to bind his or her principle 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.
7. Attorney's Fees: In case litigation or arbitration is instituted arising directly or indirectly out of this Agreement, the losing party or parties shall pay to the prevailing party or parties reasonable attorney's fees and court costs as determined by the court, at trial and on any appeal.
8. Entire Agreement: 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.
9. 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.

DEVELOPER:

BMB DEVELOPMENT, INC

BY Brad Beauchamp
BRAD BEAUCHAMP, PRESIDENT

Date Signed: 8/21/12, 2012

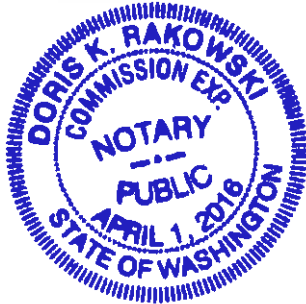
STATE OF WASHINGTON)

: ss

COUNTY OF Benton)

On this 21st day of August, 2012, before me personally appeared **Brad Beauchamp**, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 21st day of August, 2012.



Doris K. Rakowski
NOTARY PUBLIC,
State of Washington
Residing at Benton County
My Commission Expires April 1, 2016

KENNEWICK IRRIGATION DISTRICT:

By: Charles Freeman
Charles Freeman, its Secretary Manager

Date: 8/21, 2012

By: Gene Huffman
Gene Huffman, President of the Board of Directors

Date: 8/21, 2012

Patrick McGuire vice President of Board of Directors

As approved by Resolution of the Board of Directors in a regularly scheduled Board meeting on August 21, 2012