

*Please return to:*  
***Kennewick Irrigation District***  
*2015 S. Ely Street*  
*Kennewick, WA 99337*

**KENNEWICK IRRIGATION DISTRICT  
RESOLUTION 2017-44**

**APPROVING LICENSE AND CONSTRUCTION  
AGREEMENT WITH HAYDEN HOMES FOR  
RACHEL ROAD CROSSING OF AMON WASTEWAY**

**WHEREAS**, Hayden Homes, LLC and Richland 132, LLC (the “Developer”) are developing a preliminary plat known as Clearwater Creek adjacent to the Amon Wasteway; and

**WHEREAS**, the Developer is requested permit approval to cross the Amon Wasteway with a Road currently known as “Rachel Road”; and

**WHEREAS**, the Developer is requested permit approval for the installation of storm pond facilities within the Amon Wasteway easement; and

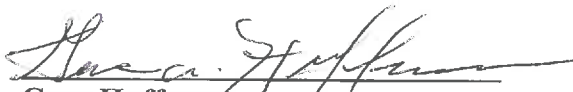
**WHEREAS**, the installation of the Rachel Road and the pond facilities will require improvements to be made to the existing Amon Wasteway Canal; and


**WHEREAS**, the Developer and KID have agreed to the terms and conditions of how said road crossing, storm pond facilities, and Amon Wasteway improvement shall be constructed;

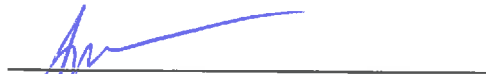
**WHEREAS**, the Developer and KID agree to the attached “License and Construction Agreement”; and

**NOW, THEREFORE, BE IT RESOLVED** that the Kennewick Irrigation District Board of Directors approves entering into the attached License and Construction Agreement with the Developer and authorizes Charles Freeman, District Manager to execute the agreement.

Resolution 2017-44 is hereby adopted by the Board of Directors of Kennewick Irrigation District, Benton County, Washington, at an open public meeting thereof this 7<sup>th</sup> day of November, 2017.

  
Gene Huffman

  
Dean Dennis

  
Jim Holmes

*via telephone*  
David McKenzie

  
Kirk Rathbun

## LICENSE AND CONSTRUCTION AGREEMENT

This License and Construction Agreement (“**Agreement**”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2017 (the “**Effective Date**”), by and between Kennewick Irrigation District, a special purpose district (“**KID**”), Hayden Homes, LLC, an Oregon limited liability company (“**Hayden**”), and Richland 132 LLC, a Washington limited liability company (“**Richland 132**”) hereinafter jointly referred to as “**Parties**” and individually as a “**Party**.”

### RECITALS

A. Hayden is in the process of constructing a ten (10) phase subdivision known as “Clearwater Creek” in the City of Richland which will include development of a road crossing over the Amon Wasteway to extend Rachel Road and stormwater infiltration ponds (collectively, the “**Amon Wasteway Crossing**”). See Exhibit A. Richland 132 presently owns those portions of Clearwater Creek known as Phases 2, 3, 4, 5, 8, 9, 10, 11, 12, and 13.

B. The Amon Wasteway Crossing will encroach on portions of a 400-foot right of way easement known as Amon Wasteway that benefits the United States (through the Bureau of Reclamation) and the KID, and as such, necessitates construction of facilities to address resulting impacts to the Amon Wasteway, including a large diameter culvert sleeve, energy dissipation structures, and erosion control work. The portion of the Amon Wasteway over which the Facilities, as defined in the Agreement, associated with construction of the Amon Wasteway Crossing, will be constructed are depicted and legally described on the attached Exhibit B (the “**License Area**”).

D. To facilitate the construction of the Facilities, the Parties desire to enter into this Agreement, which will allow construction of the Roadway Crossing during the fall of 2017 with final completion no later than March 1, 2018, and the remaining unfinished Facilities no later than March 1, 2019.

E. Through this Agreement, the Parties desire to cooperate and facilitate the construction of the Facilities for the Amon Wasteway Crossing. The Parties acknowledge that additional Governmental Approvals, as defined in this Agreement, are necessary from the United States Bureau of Reclamation, the City of Richland, and potentially other government entities prior to Hayden proceeding with construction of the Facilities associated with the Amon Wasteway Crossing.

NOW, THEREFORE, the Parties agree as follows:

1. Definitions. The following capitalized terms have the meaning set forth below:

1.1 “**Amon Wasteway**” means the 400-foot wide right-of-way easement held for the benefit of the United States, through the Bureau of Reclamation, and the KID, a portion of which crosses through the Clearwater Creek subdivision.

1.2 **"Governmental Approvals"** means the receipt of valid Permits, permission or other approvals and entitlements necessary for the construction, use, operation, and establishment of the Facilities that are issued by a Governmental Authority.

1.3 **"Governmental Authority"** means any federal, Washington State, Benton County or governmental entity that exercises executive, legislative, administrative, regulatory, judicial, or public authority with respect to the Amon Wasteway, and construction of the Facilities.

1.4 **"Facilities"** means: all improvements within the License Area necessary to construct the Amon Wasteway Crossing. Facilities include the following:

1.4.1 A roadway constructed over a culvert that allows pedestrians and vehicles to cross the Amon Wasteway ("Roadway Crossing").

1.4.2 Stormwater infiltration ponds to treat stormwater runoff from the roadway crossing and the Clearwater Creek subdivision.

1.4.3 A 108" diameter steel sleeve ("Culvert Sleeve") that will allow KID to install a large diameter pipeline (from the Columbia River to Division III Canal) at some point in the future.

1.4.4 Energy dissipation structure(s) ("Drop Structure"), which generally include concrete formed devices and structures designed to protect the downstream area from erosion by reducing the velocity of flow to acceptable limits.

1.4.5 Erosion control work within the Amon Wasteway, including grading of the canal cross-section, grading of the canal prism and roadways and catch slopes, and, installation of ballast rock, canal liner, and hydroseeding.

1.5 **"Facilities Plans"** means: the plans, documents and applicable specifications pertaining to the Facilities, approved by the KID as set forth in Section 3.

1.6 **"Facilities Work"** means the construction and installation of the Facilities according to the Facilities Plans, and the requirements of any Governmental Authority, including the Governmental Approvals.

1.7 **"License Area"** means that portion of the Amon Wasteway, described in Exhibit B.

1.8 **"Permits"** means all written approvals, licenses, permits, authorizations, consents, grants, franchises, orders, exemptions, deviations, variances, notices or registrations with or by any Governmental Authority under any law, ordinance, regulation or standard that authorizes development and use of the Facilities.

**1.9 “Richland 132 Property”** means those portions of the Clearwater Creek subdivision in the City of Richland owned by Richland 132, presently comprised of the following parcels: Benton County Assessor Parcel Numbers 101881020002000, 101882000001002, 101881000001011, 101881020005000, 101881000001006, 101881000001007, 101881030000008, and 101881030000009.

2. License. KID hereby grants Hayden and its agents, contractors, consultants and employees a non-exclusive license to enter, occupy and use the License Area to inspect, stake or mark, store, demolish, construct, and improve as necessary to complete the Facilities Work in accordance with the terms of this Agreement. Hayden shall cause its agents, consultants, and contractors to, exercise best efforts to avoid creating unreasonable noise, dust or other inconvenience to persons and the adjacent property. Hayden shall direct its contractors to use best management practices to prevent spill and erosion in the Amon Wasteway.

3. Responsibility of Hayden For Completion of the Facilities Work. Hayden through its agents, employees and contractors, shall, at its sole cost and expense, design, engineer, construct, and otherwise develop the Facilities in the License Area in accordance with the Facilities Plan, pursuant to generally accepted engineering practices, design and engineering standards, and all applicable Governmental Approvals and Permits.

3.1 Governmental Approval of Facilities. Hayden shall, at its sole cost and expense, obtain all Governmental Approvals and Permits that are required for the Facilities Work across and within the Amon Wasteway except as otherwise provided herein. Prior to conducting the Facilities Work, Hayden shall obtain approval from the KID of the Facilities Plan (or relevant portion thereof). KID shall review Facilities Plans in accordance with generally accepted engineering and construction practices pursuant to statutes, ordinances, regulations, administrative determinations, standards and guidelines for installation of the Facilities.

3.2 Construction of Facilities. Hayden may access and use the License Area (for pedestrian, vehicular, and equipment purposes) to conduct the Facilities Work; provided, that Hayden shall return the License Area to the condition it was found, reasonable wear and tear excepted.

3.2.1 Culvert Sleeve. The Culvert Sleeve shall be provided by KID as well as all related parts, supplies and special materials (other than on-site native fill) at no cost to Hayden with Hayden assuming the cost and expense of installing the Culvert Sleeve. The location and orientation of the Culvert Sleeve shall be as indicated in the Facilities Plan with specifications provided by the KID. The KID will obtain necessary Permits and shall inspect the Culvert Sleeve upon completion.

3.2.2 Construction Schedule. Hayden shall commence construction of the Roadway Crossing on or before October 31, 2017 and complete the same prior to March 1, 2018. For the remainder of the Facilities, including the Drop Structure, Culvert Sleeve, stormwater infiltration ponds, and erosion control work, Hayden shall complete construction of the remaining Facilities by March 1, 2019. Construction of any Facilities identified in this Agreement shall not occur within any year after March 1 and prior to October 31 without written agreement from the KID, approval of which shall be within the KID's sole discretion and subject to additional terms and conditions. If Hayden begins construction on any Facilities prior to March 1, 2018, Hayden must complete construction of such Facilities, or otherwise obtain written confirmation from KID that the partially completed Facilities do not interfere with operation of the Amon Wasteway between March 1 and October 31, 2018, no later than March 1, 2018.

3.3 Compliance and Conveyance. The Facilities Work shall be completed in compliance with all Governmental Approvals and Permits, applicable laws, regulations, standards and the terms of this Agreement. No changes shall be made to the Facilities Plans, or to any Governmental Approvals or Permits, without KID's prior written approval, which shall not be unreasonably withheld, conditioned or delayed. Upon acceptance by the appropriate Governmental Authority, the Parties anticipate Hayden will convey the Roadway Crossing to the City of Richland and convey the Culvert Sleeve and Drop Structure to the KID free and clear of all liens and encumbrances.

3.4 Liens. Hayden shall pay or cause to be paid, when due, all claims for labor or materials furnished to or for Hayden at or for use on the License Area, which claims are or may be secured by any mechanics' or materialmen's liens against the Amon Wasteway, or any interest therein.

4. Term.

4.1 Period of License. The License granted in Section 2 above, shall commence on the Effective Date. Thereafter, this Agreement shall terminate upon Hayden's completion of the Facilities Work in accordance with the requirements set forth in this Agreement. The indemnity obligations set forth in Section 5 shall survive termination of this Agreement and thereafter expire commensurate with any applicable statute of limitations.

5. Indemnity.

5.1 Indemnification Obligation. Hayden shall defend, indemnify and hold KID, and its officers, directors, employees, agents, contractors, lessees, guests, invitees, successors and assigns of each of the foregoing (collectively, the "**Indemnitees**") harmless against and from any and all claims, costs, injuries, damages, or other expenses arising

from or caused by the construction, and other acts and omissions associated with the installation of the Facilities, including, without limitation, any and all claims arising from: (a) any breach or default on the part of Hayden or the General Contractor in performance of any covenant or agreement on its part to be performed pursuant to the terms of this Agreement; and (b) any act of negligence or willful misconduct of Hayden, the General Contractor, or any of their agents, servants, employees, contractors, subcontractors, or licensees.

KID shall defend, indemnify and hold Hayden, and its Indemnitees harmless against and from any and all claims, costs, damages or expenses arising from or caused by KID, including, without limitation, any and all claims arising from: (a) any breach or default on the part of KID or its agents in performance of any covenant or agreement on its part to be performed pursuant to the terms of this Agreement; and (b) any act of gross negligence or willful misconduct of KID, or its agents, servants, employees, contractors, subcontractors, or licensees.

Such indemnity shall include any and all costs, attorney fees, expenses, and liabilities incurred in or about any such claim, action, or proceeding brought thereon, and if any action or proceeding be brought against any Indemnitees by reason of any such claim. The parties hereto shall defend against such action or proceeding, unless such action or proceeding is defended by counsel for any carrier of public liability insurance provided herein. Nothing in this Section shall require: (i) Hayden to indemnify or defend KID from or against KID's own negligent acts or omissions and (ii) KID to indemnify or defend Hayden or the General Contractor from or against Hayden's or the General Contractor's own negligent acts or omissions.

5.2 Limitation on Indemnification. If and to the extent this Agreement is a contract or agreement subject to Revised Code of Washington (“RCW”) Section 4.24.115 as in effect on the date of this Agreement, all provisions of this Agreement pursuant to which a party hereto agrees to indemnify Indemnitees against liability for damages arising out of bodily injury to persons or damage to property (“**Damages**”) in connection with the construction, alteration, repair, addition to, subtraction from, improvement to or maintenance of any improvement hereunder (“**Indemnities**”) will be limited by the provisions of this Section 5.2. None of such Indemnities will apply to Damages caused by or resulting from the sole negligence of the indemnitee, its agents or employees. To the extent that any such Damages are caused or result from the concurrent negligence of (a) the indemnitee or its agents or employees and (b) the indemnitor or its agents or employees, the Indemnities will apply only to the extent of the indemnitor's negligence. If RCW 4.24.115 is hereafter amended to eliminate or modify the limitations on indemnities set forth therein, this Section 4.2 will automatically and without further act by any Party be deemed amended to remove any of the limitations contained in this Section 5.2 that are no longer required by then-applicable law. Hayden and KID have specifically negotiated the

waiver of and hereby specifically waive any provisions of any industrial insurance act, including Title 51 of the RCW, or any other employee benefit act which might otherwise operate to release or immunize Hayden from its obligations under Section 4.1 and this Section 5.2.

6. Hayden's Liability Insurance.

(a) Hayden shall, or cause its General Contractor to purchase and maintain such insurance set forth below that may arise out of or result from Hayden's or the General Contractor's acts or omissions under this Agreement to include its agents, contractors or anyone acting on behalf of Hayden. The requirements of this section may be met with a combination of self-insured retention and excess coverage.

(b) The comprehensive general liability insurance shall include premises operations (including explosion, collapse, and underground coverage), elevator, independent contractors, completed operations, and blanket contractual liability on all written contracts, all including broad form property damage coverage.

(c) The comprehensive general and automobile liability insurance shall be written for not less than limits of liability as follows:

(A) Comprehensive general liability insurance with a limit not less than \$2,000,000.00 each occurrence covering liability arising from bodily injury, property damage, independent contractors, products-completed operations, and liability assumed under an insured contract.

(B) Comprehensive automobile liability insurance with a limit of not less than \$1,000,000.00 each occurrence covering liability arising from bodily injury and property damage.

(C) Professional liability insurance with a limit of not less than \$1,000,000.00 including errors and omissions or equivalent coverage for claims arising out of Hayden's, its contractors' (including the General Contractor) and their subcontractors' negligent or willful errors or omissions during the performance of the construction services contemplated by this Agreement. Such insurance shall also include coverage for reasonable attorneys' fees and investigation costs.

(d) The foregoing policies shall contain a provision that coverages afforded under the policies will not be canceled or be nonrenewable until at least thirty (30) days' prior written notice has been given to KID. Certificates of insurance from Hayden and the General Contractor showing such coverages to be in force and naming KID as an additional insured shall be delivered to KID prior to commencing the Facilities Work.



written notice from Hayden, Hayden may, at its option, declare an Event of Default under this Agreement.

8.3 Cure. If a default subject to a cure period hereunder is not reasonably susceptible of cure within the applicable cure period provided above, but the defaulting Party commences to cure such default within the applicable cure period and thereafter diligently prosecutes the cure to completion, and completes such cure within thirty (30) days of commencing the cure, such default shall not become an Event of Default; provided, if the nature of the default is such that it cannot be fully cured within 30 days due to circumstances not under the defaulting Party's control, the period of time in which defaulting Party must cure the violation shall be extended for such additional time reasonably necessary to complete the cure.

8.4 Remedies. Upon the occurrence of any Event of Default, the non-defaulting Party may, in addition to other rights as shall be granted under any other provision of this Agreement, but without waiving such other rights, (a) perform any and all work necessary to complete, secure and/or protect the Facilities, (b) bond or discharge any lien upon such Party's property not bonded or discharged by the defaulting Party as required hereunder, (c) specifically enforce the defaulting Party's unperformed obligations, or (d) seek arbitration as set forth in Section 7 herein and thereafter exercise all rights and remedies available at law or in equity through a court with personal and subject matter jurisdiction. Upon the occurrence of an Event of Default under Section 8.1(c), should KID perform any work necessary to remove, secure, and/or complete the Facilities Work, the expenses of such action by KID may be filed as a lien upon Richland 132 Property if such expenses are not paid by Hayden or Richland 132 within thirty (30) days after written notice from the KID and Hayden shall not be entitled to claim relief from such Event of Default under Section 9 of this Agreement.

9. Forced Delay. Performance by any Party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, general lack of transportation, general governmental restrictions, regulations, orders or priority, unusually severe weather, breach of this Agreement by the other Party, or acts or failures to act of Governmental Authority after diligent best efforts to cause the Governmental Authority to act. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within fifteen (15) days of the commencement of the cause. In the event the time for performance of a Party's obligation is extended under this Section 9, the Parties shall reasonably and in good faith cooperate to minimize the duration of the extension.

7. Dispute Resolution. All claims and disputes that (1) are between the Parties, and (2) arise out of this Agreement or its subject matter, ("Dispute") will be arbitrated under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), at Richland, Washington, before one neutral arbitrator who shall be a member of the AAA's Large Complex Case Panel. The Parties shall use their best efforts to mutually agree on an arbitrator, and if there is a delay of more than ten (10) days in the selection of the arbitrator, the Parties shall request the AAA shall appoint arbitrators in the manner provided in the Regular Commercial Arbitration Rules. Any issues about the arbitrability of a claim or dispute will be determined by the arbitrator. All documents and information relevant to the claim or dispute in the possession of any party shall be made available to the other party not later than sixty (60) days after the demand for arbitration is served, and the arbitrator may permit such depositions or other discovery deemed necessary for a fair hearing. The arbitrator shall have the power to require discovery of third parties (including testimony and documents) to the fullest extent allowed by the laws of the State of Washington. The hearing may not exceed two days. The arbitrator's award shall be rendered within 120 days of the demand. The arbitrator may award interim and final injunctive relief and other remedies. No time limit herein is jurisdictional. Any award of the arbitrator (including awards of interim or final remedies) may be confirmed or enforced in any court having jurisdiction pursuant to RCW Chapter 7.04A.

8. Events of Default; Remedies.

8.1 Events of Default -- Hayden. Upon the occurrence of any one or more of the following events which shall continue and not be cured in accordance with the notice and opportunity to cure provisions set forth in this section, KID may, at its option, declare an "Event of Default" under this Agreement:

(a) Hayden fails to comply with any term or fails to perform any of its obligations under this Agreement, where such failure continues for a period of thirty (30) days after written notice from KID; or

(b) Governmental Approvals or Permits required to install the Facilities expire or otherwise are not in full force and effect (subject to Cure period in Section 8.3); or

(c) Hayden fails to both faithfully and timely perform the Facilities Work in accordance with the Facilities Plans and Construction Schedule specified in Section 3.2.2. This subsection (c) is not subject to opportunity to cure if the deadline for such Facilities Work under Section 3.2.2 has passed, unless such failure in performance is due to a forced delay under Section 9.

8.2 Events of Default -- KID. If KID fails to comply with any term or fails to perform any of its obligations under this Agreement for a period of thirty (30) days after

written notice from Hayden, Hayden may, at its option, declare an Event of Default under this Agreement.

8.3 Cure. If a default subject to a cure period hereunder is not reasonably susceptible of cure within the applicable cure period provided above, but the defaulting Party commences to cure such default within the applicable cure period and thereafter diligently prosecutes the cure to completion, and completes such cure within thirty (30) days of commencing the cure, such default shall not become an Event of Default; provided, if the nature of the default is such that it cannot be fully cured within 30 days due to circumstances not under the defaulting Party's control, the period of time in which defaulting Party must cure the violation shall be extended for such additional time reasonably necessary to complete the cure.

8.4 Remedies. Upon the occurrence of any Event of Default, the non-defaulting Party may, in addition to other rights as shall be granted under any other provision of this Agreement, but without waiving such other rights, (a) perform any and all work necessary to complete, secure and/or protect the Facilities, (b) bond or discharge any lien upon such Party's property not bonded or discharged by the defaulting Party as required hereunder, (c) specifically enforce the defaulting Party's unperformed obligations, or (d) seek arbitration as set forth in Section 7 herein and thereafter exercise all rights and remedies available at law or in equity through a court with personal and subject matter jurisdiction. Upon the occurrence of an Event of Default under Section 8.1(c), should KID perform any work necessary to remove, secure, and/or complete the Facilities Work, the expenses of such action by KID may be filed as a lien upon Richland 132 Property if such expenses are not paid by Hayden or Richland 132 within thirty (30) days after written notice from the KID and Hayden shall not be entitled to claim relief from such Event of Default under Section 9 of this Agreement.

9. Forced Delay. Performance by any Party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, general lack of transportation, general governmental restrictions, regulations, orders or priority, unusually severe weather, breach of this Agreement by the other Party, or acts or failures to act of Governmental Authority after diligent best efforts to cause the Governmental Authority to act. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within fifteen (15) days of the commencement of the cause. In the event the time for performance of a Party's obligation is extended under this Section 9, the Parties shall reasonably and in good faith cooperate to minimize the duration of the extension.

10. Notice. All notices required or permitted to be given hereunder shall be in writing, may be given by personal delivery, United States mail (certified, return receipt requested) or overnight delivery by a service retaining evidence of delivery, and shall be deemed delivered when received at the address set forth below.

KID:

Kennewick Irrigation District  
2015 S. Ely Street  
Kennewick, WA 99337

With a Copy to:

Brian Iller  
Rettig Forgette Iller Adamson Law Office  
6725 West Clearwater Avenue  
Kennewick, WA 99336

And a Copy to:

Ray Liaw  
Van Ness Feldman  
719 Second Avenue, Suite 1150  
Seattle, WA 98104

HAYDEN and RICHLAND 132:

Hayden Homes, LLC  
Attn: Dennis Murphy  
2464 SW Glacier Place, Suite 110  
Redmond, OR 97756

Witherspoon Kelley  
Attn: Stanley M. Schwartz  
422 W. Riverside Ave., Suite 1100  
Spokane, WA 99201

11. Binding Effect. This Agreement will bind and inure to the benefit of the Parties and their successors and assigns.

12. Entire Agreement. This Agreement shall supersede any prior representation or agreement, written or oral. This Agreement shall not be subject to modification or amendment except in a writing executed by all Parties.

13. Attorney Fees. In any action to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover in addition to any other amounts awarded, its reasonable attorney fees and costs of action as reasonably determined by a court.

14. Governing Law. This Agreement shall be interpreted and governed by and under the laws of Washington.

15. Authority. If any Party is a corporation or partnership or other entity, each person executing this Agreement on behalf of such Party hereby represents and warrants that such Party is a duly formed and existing entity and has full right and authority to execute and deliver this Agreement and that each person signing on behalf of such Party is authorized to do so.

16. Counterparts. This Agreement may be executed in multiple counterparts, and each counterpart, when fully executed and delivered, shall constitute an original instrument, and all such multiple counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties do hereby execute this Agreement as of the Effective Date.

HAYDEN HOMES, LLC

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

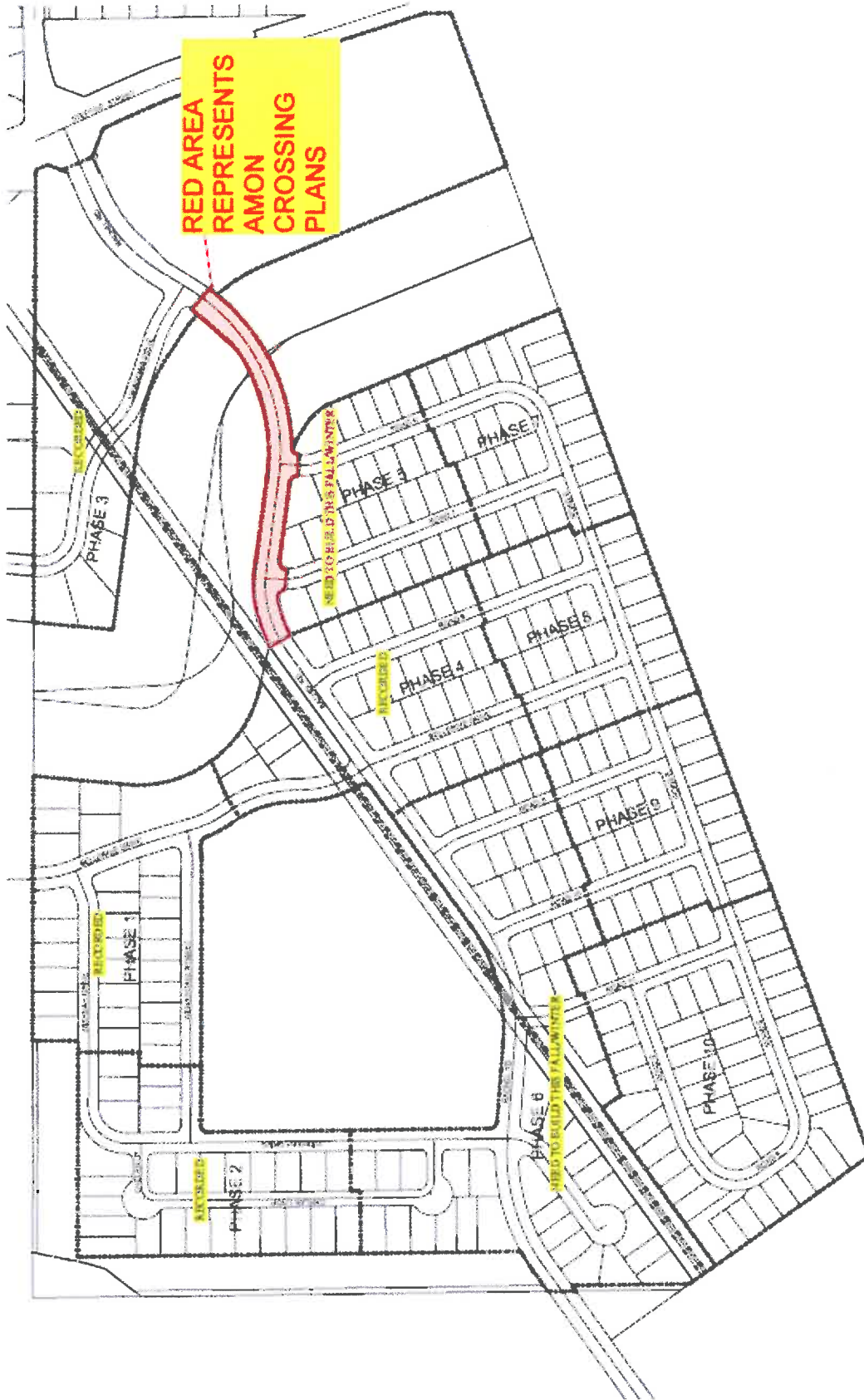
RICHLAND 132, LLC

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

KENNEWICK IRRIGATION DISTRICT

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**  
**Amon Wasteway Crossing**



## EXHIBIT B

### License Area

#### Amon Wasteway

A strip of land 400.00 feet in width with 200.00 feet of said width lying on each side of the following described centerline all being in the northeast quarter of section 01, township 8 north, range 28 east of the Willamette Meridian, City of Kennewick, Benton county, Washington;

Commencing at the southeast corner of section 36, township 9 north, range 28 east; thence north 89°47'49" west along the south line of said section 36 a distance of 1577.52 feet to the beginning of said centerline;

Thence south 5°19'04" west a distance of 267.38 feet to a point of curvature with a tangent curve turning to the right, having a radius of 114.58 feet; thence along said curve, having an arc length of 83.86 feet with a delta angle of 41°56'00"; thence south 36°36'56" east a distance of 9.09 feet to a point of curvature with a tangent curve turning to the right, having a radius of 114.58 feet; thence along said curve, having an arc length of 91.78 feet with a delta angle of 45°53'45"; thence south 82°30'41" east a distance of 592.72 feet to a point of curvature with a tangent curve turning to the left, having a radius of 286.47 feet; thence along said curve, having an arc length of 128.08 feet with a delta angle of 25°37'00"; thence south 56°53'41" east a distance of 65.66 feet to a point of curvature with a tangent curve turning to the left, having a radius of 286.47 feet; thence along said curve, having an arc length of 173.20 feet with a delta angle of 34°38'30"; thence south 22°15'11" east a distance of 661.90 feet to the terminus of said centerline

