

Please return to:

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

KENNEWICK IRRIGATION DISTRICT RESOLUTION 2023-44

Approving Voluntary Mitigation Development Agreement for Symphony Ridge

A RESOLUTION of the Board of Directors of Kennewick Irrigation District (KID), Benton County, Washington, for the purpose of approving a development agreement with Scot and Tyler, LLC, (hereinafter “Developer”),

Section 1. RECITALS AND FINDINGS.

1.1 the Board of Directors of KID (the Board) met in regular session on October 17th, 2023, with a quorum present.

1.2 Relating to that property owned by Developer in the City of Kennewick (“COK”), County of Benton, and State of Washington, tax parcel numbers: 1-1789-101-3754-009 and 1-1789-106-0001-000. The Property consists of 12.70 acres, of which approximately 12.70 acres are classified as irrigable and is proposed for subdivision into a development known as “Symphony Ridge” (“Subdivision”), which are proposed to be subdivided; and.

1.3 The Property is being developed into a residential subdivision within the COK boundaries.

1.4 The Property is owned by the Developer and has an allotment of irrigation water from KID.

1.5 RCW 58.17.310 requires that irrigation water rights-of-way be provided for each parcel of land, and also requires that, if the subdivision lies within land within an irrigation 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.

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

1.7 KID Policy 4.19 “Standard Specifications” specifies what comprises completed irrigation facilities.

1.8 The Developer has requested perpetual access be provided across the Amon Pump Lateral Right-of-Way (Canal ROW) for new residential lots.

1.9 The Developer owns property that is land locked without an existing access road on the north side of the Canal ROW and the topography does not allow for a perpendicular crossing of the Canal ROW at this location.

1.10 The Canal ROW at this location is 60 feet in width and KID requires a minimum width of 35 feet for a pipeline section of canal.

1.11 KID has made plans to decommission the open canal and install pipeline within the Canal ROW.

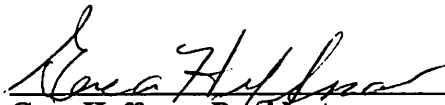
1.12 The Developer and KID mutually agree that it is in each of their best interest for the Developer and KID to enter into the attached Voluntary Mitigation Development Agreement entitled, "SYMPHONY RIDGE VOLUNTARY MITIGATION DEVELOPMENT AGREEMENT".

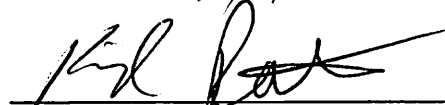
1.13 Due to the lack of existing access and topography KID has determined to allow an access parallel within a portion of the Canal ROW.


1.14 The attached Voluntary Mitigation Development Agreement describes the terms and conditions.

Section 2. IMPLEMENTATION. The KID Board of Directors hereby adopts and approves the attached Voluntary Mitigation Development Agreement, and the KID District Manager is hereby authorized and directed to take such action as appropriate and necessary to administer and enforce this Resolution.

RESOLUTION 2023-44 IS HEREBY ADOPTED by the Board of Directors of Kennewick Irrigation District, Benton County, Washington, at a regular open public meeting with a quorum present thereof this 17th day of October, 2023.


Gene Huffman, President


Kirk Rathbun, Director


Griffin Hanberg, Director


David McKenzie, Vice President


Arland Ward, Director

***SYMPHONY RIDGE
VOLUNTARY MITIGATION DEVELOPMENT
AGREEMENT***

THIS AGREEMENT, made and entered into and effective this _____ day of _____, 2023 by and between the parties hereto, who are identified as follows:

Scot and Tyler, LLC, a Washington limited liability company (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 owned by Developer in the City of Kennewick (“COK”), County of Benton, and State of Washington, tax parcels numbered 1-1789-101-3754-009 and 1-1789-106-0001-000, legally described below as:

1-1789-101-3754-009

TRACT X OF SHORT PLAT 3754 ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR’S FILE NUMBER 2022-034618, RECORDS OF BENTON COUNTY, WASHINGTON.

1-1789-106-0001-000

TRACT A OF SOUTHRIDGE PHASE 9 ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR’S FILE NUMBER 2021-003431, RECORDS OF BENTON COUNTY, WASHINGTON.

and the preliminary plat shown on **Exhibit A**, hereinafter referred to as the “Property.”

WHEREAS, the Property consists 12.70 acres, of which approximately 12.70 acres are classified as irrigable and is proposed for subdivision into a development known as “Symphony Ridge” (“Subdivision”), which are proposed to be subdivided; and

WHEREAS, the Subdivision is within the COK boundaries; and

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

WHEREAS, RCW 58.17.310 requires that irrigation water rights-of-way be provided for each parcel of land, and also requires that, if the subdivision lies within land within an irrigation 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; and

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

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

WHEREAS, the Developer has requested perpetual access be provided across the Amon Pump Lateral Right-of-Way (Canal ROW) for new residential lots; and

WHEREAS, the Developer owns property that is land locked without an existing access road on the north side of the Canal ROW and the topography does not allow for a perpendicular crossing of the Canal ROW at this location; and

WHEREAS, the Canal ROW at this location is 60 feet in width and KID requires a minimum width of 35 feet for a pipeline section of canal; and

WHEREAS, KID has made plans to decommission the open canal and install pipeline within the Canal ROW; and

WHEREAS, the Developer and KID mutually agree that it is in each of their best interest for the Developer to make mutually agreed upon improvements within the Canal ROW that will eliminate KID's need for an open canal and reduce KID's easement width requirements; and

WHEREAS, due to the lack of existing access and because the Developer is mitigating for topographic concerns in this area through installation of retaining walls KID has determined to allow an access parallel within a portion of the Canal ROW; and

WHEREAS, the Developer has provided two flat locations for pipelines by the installation of retaining walls parallel KID has determined to reduce the Canal ROW east of the Williams Gas Easement through the Developer's site from 60 feet in width to a variable width not to be less than 38 feet in width; and

WHEREAS, the parties desire to set forth their agreements on how Developer's improvements within the Subdivision will be constructed, operated, maintained, and replaced;

NOW THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:

1. The Developer's Obligations. Developer shall:
 - a. Install a 12" pressurized pipe and ARV assembly within the Canal ROW as shown on sheets 9 and 10 of the Symphony Ridge plans sealed

by Steve Spink and approved by KID 4/25/2023 (PLANS) and shown illustratively in **Exhibit B**.

- i. This item has been completed.
- b. Provide two 11-1/4 degree bends and required mechanical restraint to realign the 12" pipeline within the canal prism. Refer to sheet 9 of the PLANS.
 - i. This item has been completed.
- c. Install a 12 foot (8 foot HMA) pathway. Refer to sheets 9 and 10 of the PLANS and shown illustratively in **Exhibit B**.
 - i. This item has been completed.
- d. Removal approximately 700 feet of existing 24-inch C905 PVC pipe located within the Canal ROW to KID. Location approximately shown illustratively in **Exhibit B**. The Developer's Contractor shall make efforts to salvage undamaged pipe for the full 700 feet length and shall schedule a KID inspection of the removal efforts. A minimum of 600 feet of undamaged pipe shall be salvaged to KID.
 - i. This item has been completed.
- e. Install approximately 160 feet of 6-inch pipe with connections to existing. Refer to sheet 11 of the PLANS and shown illustratively in **Exhibit B**.
 - i. This item has been completed.
- f. Create a tract and deed to KID that portion of the Canal ROW as illustratively shown on **Exhibit C**.
- g. Provide access easements as required for pedestrians exiting the pathway onto W. 28th Pl as shown on **Exhibit C**.
 - i. This item has been completed.
- h. Agrees to abide by all other applicable conditions of KID approval stated in a letter to the COK dated April 19, 2022 and included in the Hearing Examiner Decision as Exhibit 11.

2. KID Obligations. KID shall:

- a. Provide materials for the installation of the 12" pressurized pipe and ARV assembly within the Canal ROW as shown on sheets 9 and 10 of the Symphony Ridge plans and illustrated in Exhibit B, less the 11-1/4 degree bends and required mechanical restraints detailed in item 1b.
 - i. This item has been completed.

- b. Vacate a portion of the Canal ROW as shown illustratively in **Exhibit C**.
 - c. Vacate a variable portion of the Canal ROW west of the Williams Gas Easement siphon. Vacation not to result in less than a 38 foot wide easement as shown illustratively in **Exhibit C**.
 - d. Permit access through the Canal ROW for future lots 15-17. Permits shall include driveway approach installation to be completed by the builder.
 - e. Not oppose an access and utility easement for lots 15-17 within the proposed lot access driveway as shown on sheets 9 and 10 of the Symphony Ridge plans.
3. Mutual Agreements.
- a. The parties agree that the Developer's obligations set forth in Paragraph 1 above shall be the only conditions of Subdivision approval relating to KID's irrigation facilities. Upon mutual execution of this Agreement, this Agreement shall only apply to the Property described as the subdivision and shall not preclude the KID from commenting on or requesting conditions of approval for other property owned by the Developer located within the KID boundaries.
 - b. The parties agree that this plat is within the Southridge Master Plan Benefit Area. Compliance with the Southridge Master Irrigation Facilities Plan and KID Resolution No. 2016-04 is also required.
 - i. Surcharges of \$2,795.25/Equivalent Irrigation Unit will be required to be paid upon the completion of any one of the following:
 - 1. Transfer of parcel ownership
 - 2. Building permit application
 - 3. Utilization of irrigation
 - c. The parties agree that the Development will be incorporated into the Southridge Tri-Cities Homeowners Association (HOA) and that the HOA and KID will enter into a perpetual License agreement for the retaining walls and a pathway within the Canal ROW. Refer to **Exhibit D** for example license agreement.
4. 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 Developer that involve the Subdivision that is the subject of this Agreement. Notwithstanding the foregoing paragraphs, KID shall have no obligation to indemnify or hold harmless Developer for Claims arising from the sole negligence or willful misconduct of the Developer, its agents, officers, and employees; and Developer 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.

5. Water Rights Unaffected: This Agreement does not create, grant, transfer, modify or affect any water rights of the Developer or KID.
6. 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 rate structure and practices as they now exist and as they may be amended in the future.
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. Injunctive Relief: The Developer 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.

9. 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.
10. 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.
11. 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.
12. 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.

13. 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.
14. Recording: A Memorandum of this Agreement and any amendments thereto shall be filed for recording with the Benton County Auditor.
15. 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.

KENNEWICK IRRIGATION DISTRICT:

CHARLES FREEMAN
Secretary Manager

Date Signed: _____, 2023

GENE HUFFMAN
President of the Board of Directors

Date Signed: _____, 2023

As approved by Resolution of the Board of Directors in a regularly scheduled Board meeting
on _____, 2023

STATE OF WASHINGTON)

: ss

COUNTY OF BENTON)

This record was acknowledged before me on this ____ day of _____,
2023, by CHARLES FREEMAN, as Secretary Manager of Kennewick Irrigation District.

NOTARY PUBLIC,
State of Washington
Residing at _____
My Commission Expires _____

STATE OF WASHINGTON)

: ss

COUNTY OF BENTON)

This record was acknowledged before me on this ____ day of _____,
2023, by GENE HUFFMAN, as President of the Board of Directors of Kennewick
Irrigation District.

NOTARY PUBLIC,
State of Washington
Residing at _____
My Commission Expires _____

STRUCTURES BUILT ON LOTS 15, 16 & 17 ARE
REQUIRED TO HAVE 13D FIRE SPRINKLER PROTECTION.

Variable width of Amon Pump Lateral not vacated, which does not render less than 38' total easement width

Vacate
Amon Pump
Lateral
Easement

Access
easement for
KID/Pathway

Tract dedicated to KID

Tract dedicated to KID

SEWER MANHOLE (S) EXISTING

LEGEND

PROPOSED

ABBRE

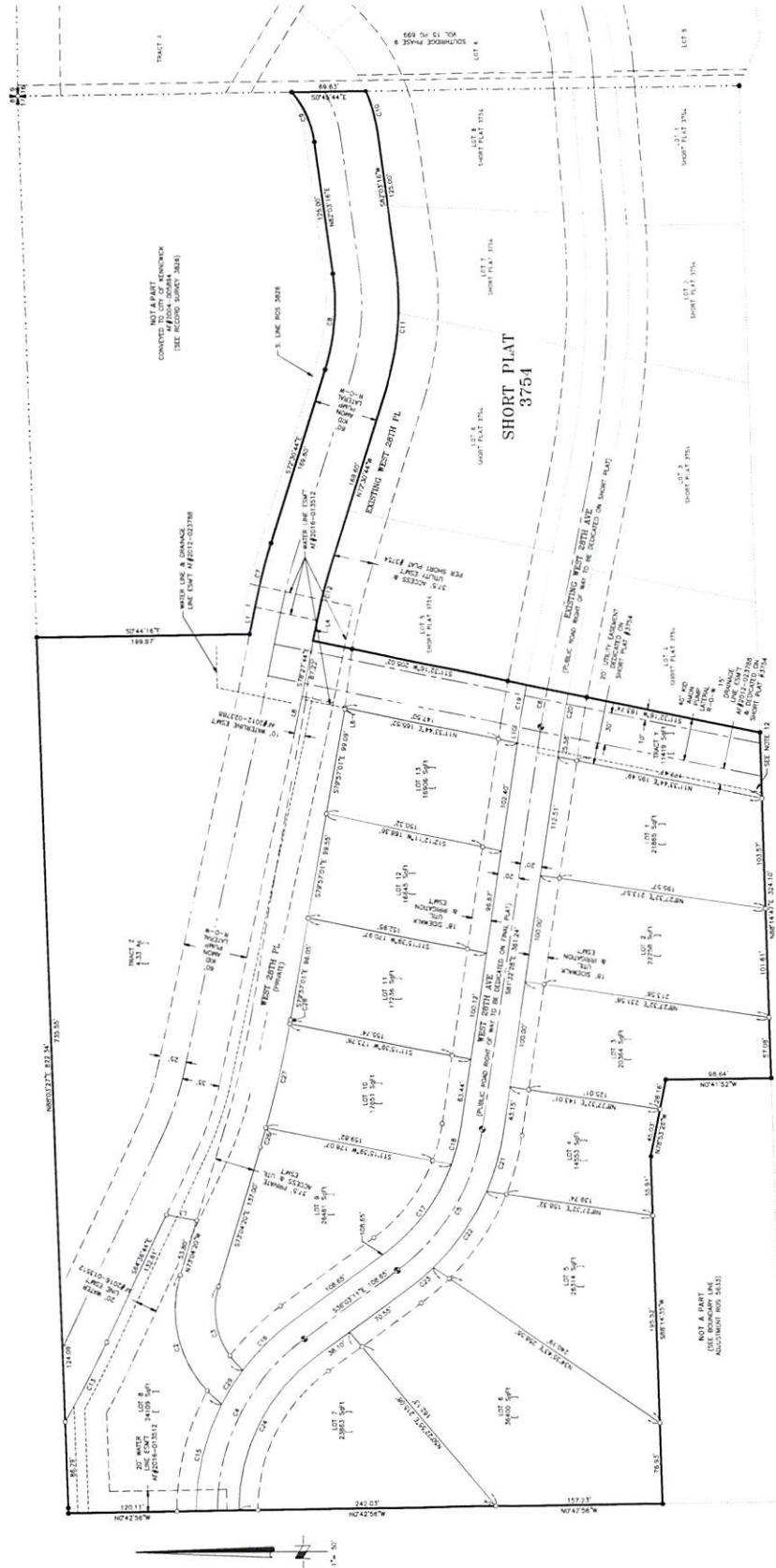
SYMPHONY RIDGE LONG PLAT

LYING IN SECTION 16, TOWNSHIP 9 NORTH, RANGE 28
EAST, OF THE WILLAMETTE MERIDIAN, CITY OF
KENNEWICK, WASHINGTON
CIV-2022-0091/SP-2022-0048

PLAT OF
SYMPHONY RIDGE

LEGAL DESCRIPTION:
TRACT X OF SHORT PLAT 3754 ACCORDING TO THE SURVEY THEREOF
RECORDED UNDER AUDITOR'S FILE NUMBER 2022-034618, RECORDS OF
BENTON COUNTY, WASHINGTON.

ADDRESS	TABLE
L0T 1	6025
L0T 2	6049
L0T 3	6073
L0T 4	6097
L0T 5	6121
L0T 6	6145
L0T 7	6181
L0T 8	6192
L0T 9	6168
L0T 10	6120
L0T 11	6096
L0T 12	6072
L0T 13	6048
TRACT A	
TRACT B	
TRACT C	
TRACT D	



A vertical scale bar labeled "SCALE IN FEET" with markings at 0, 25, 50, 100, and 150.



TRACT OWNERSHIP & USE TABLE

TRACE TRACE 1	CRACKER DEVELOPER	DATE FUTURE DEVELOPMENT
1	1	1
2	2	2
3	3	3
4	4	4
5	5	5
6	6	6
7	7	7
8	8	8
9	9	9
10	10	10
11	11	11
12	12	12
13	13	13
14	14	14
15	15	15
16	16	16
17	17	17
18	18	18
19	19	19
20	20	20
21	21	21
22	22	22
23	23	23
24	24	24
25	25	25
26	26	26
27	27	27
28	28	28
29	29	29
30	30	30
31	31	31
32	32	32
33	33	33
34	34	34
35	35	35
36	36	36
37	37	37
38	38	38
39	39	39
40	40	40
41	41	41
42	42	42
43	43	43
44	44	44
45	45	45
46	46	46
47	47	47
48	48	48
49	49	49
50	50	50
51	51	51
52	52	52
53	53	53
54	54	54
55	55	55
56	56	56
57	57	57
58	58	58
59	59	59
60	60	60
61	61	61
62	62	62
63	63	63
64	64	64
65	65	65
66	66	66
67	67	67
68	68	68
69	69	69
70	70	70
71	71	71
72	72	72
73	73	73
74	74	74
75	75	75
76	76	76
77	77	77
78	78	78
79	79	79
80	80	80
81	81	81
82	82	82
83	83	83
84	84	84
85	85	85
86	86	86
87	87	87
88	88	88
89	89	89
90	90	90
91	91	91
92	92	92
93	93	93
94	94	94
95	95	95
96	96	96
97	97	97
98	98	98
99	99	99
100	100	100

[illegible]

DAVID P. SHALWYN

DATE



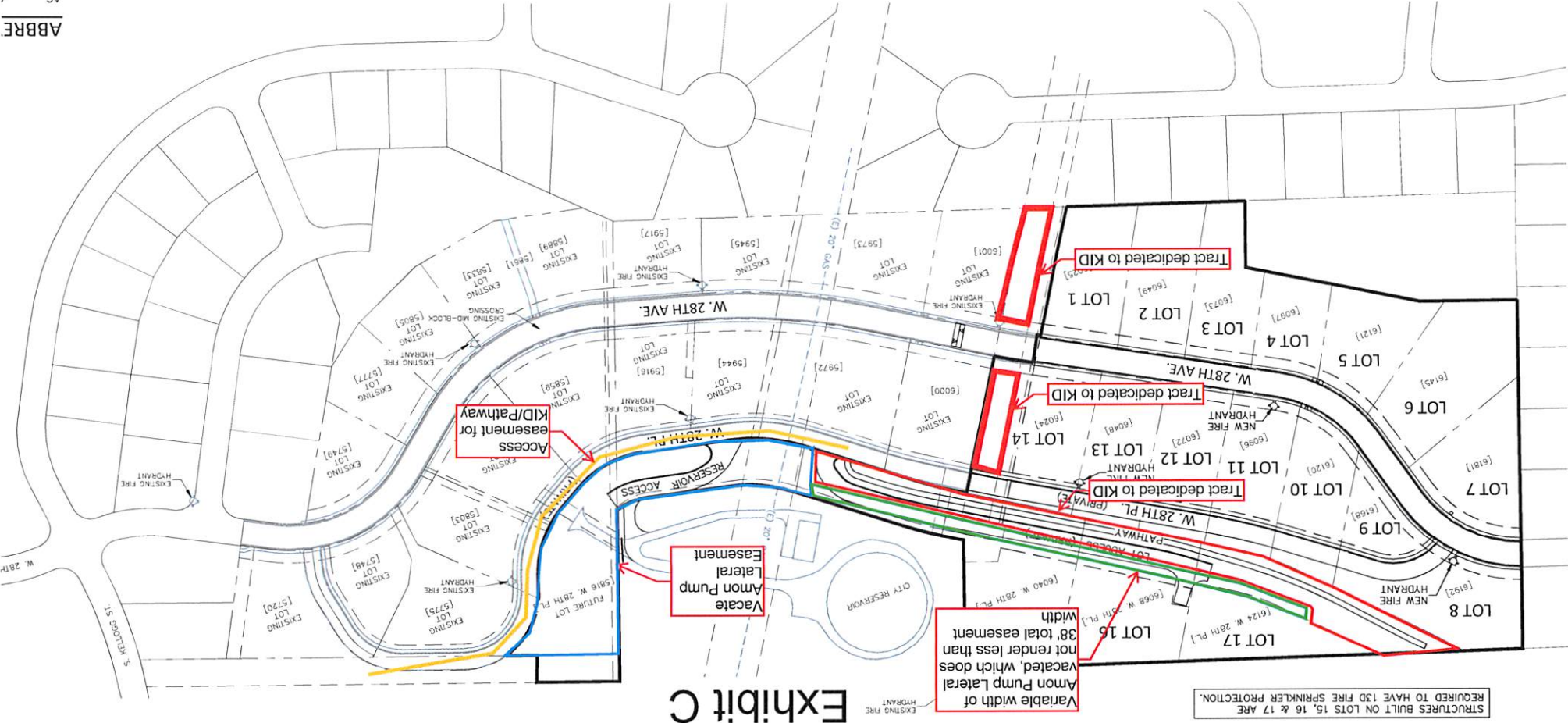
RSI
ROGERS
SURVEYING INC., P.S.
1455 COLUMBIA PARK TRAIL
RICHLAND, WA 99352
PHONE (509) 783-4141
FAX: (509) 783-8994
WWW: rogerssurveying.com
D&B: 21-PLU121C
S&B: 21-DCP
IN 123

SYMPHONY RIDGE LONG PLAT

LYING IN SECTION 16, TOWNSHIP 9 NORTH, RANGE 28
KENNEWICK, WASHINGTON
CIV-2022-0091/SP-2022-0048

LEGEND
PROPOSED
EXISTING
SEWER MANHOLE

AC
ACP
ADA
APPROX
ARCH
ASTM
BLDG
BO
BVC
BW
CB
CF
CL
CMP
CO
CSBC
CSTC
CY
DI



STRUCTURES BUILT ON LOTS 15, 16 & 17 ARE REQUIRED TO HAVE 130 FIRE SPRINKLER PROTECTION.

Exhibit C

Exhibit D

KENNEWICK IRRIGATION DISTRICT LICENSE

KID License No.: 1001
KID File No.: 1001
Effective Date: 7/1/2020
Agent: _____

1. License Granted

WHEREAS, it is understood by the parties hereto that Kennewick Irrigation District, an irrigation district organized and existing under the laws of the State of Washington ("Licensor"), owns the Licensed Property and;

WHEREAS, Licensor is willing to consent to Licensee's use of the Licensed Property in a manner that does not in any way compromise the ability of Licensor to manage the irrigation district.

For valuable consideration acknowledged and received by Licensor, the Licensor grants the City of Kennewick, ("Licensee"), a revocable License granting the nonpossessory and nonexclusive right and privilege to enter upon and use certain real property, the Licensed Property, under the following terms and conditions. Nothing herein shall be construed as a conveyance of a real property interest in the Licensed Property.

2. Purpose

Licensee shall make the Licensed Property available for recreational use by the general public and may use the Licensed Property for a pedestrian pathway for recreational purposes. Licensee shall not use the Licensed Property for any other purpose without the prior written approval of Licensor. Licensee acknowledges that, but for this License, it has no rights to use or occupy the Licensed Property, and represents that it makes no claim to such rights.

3. Licensed Property

The Licensed Property is hereby described in the attached **Exhibit 'A'** and shown in **Exhibit 'B'**

4. Compensation

4.1 Licensee shall reimburse Licensor, for all federal, state and local excise, sales, privilege, gross receipts and other similar taxes lawfully imposed on and paid by Licensor as a result of any License Fees received by Licensor under this License. Licensee shall pay all property taxes, if any, levied on the Licensed Property.

4.2 All amounts paid by Licensee to Licensor as a result of damages, costs, expenses and

sums incurred by Licensor hereunder as a result of Licensee's default shall be deemed to be License Fees.

4.3 Any payment due under this License that is not paid within 30 days of its due date shall bear interest from the date such payment was due at the rate of twelve percent (12%) per annum. Licensor shall have all the rights and remedies provided herein and by law for Licensee's failure to pay any of the compensation specified in this Section 4.

4.4 Within 30 days of Licensor's delivery of an invoice therefore, Licensee shall pay any incremental increase in Licensor's operation and maintenance costs on the Licensed Property resulting from Licensee's exercise of its rights hereunder; Licensor shall incur no liability for any costs of repairing or replacing Licensee's improvements within the Licensed Property, damaged as a result of Licensor's operation and maintenance of its facilities, unless due to negligent or willful acts or omissions of Licensor or its agents or employees.

4.5 In the event of non-payment by Licensee of any amount due hereunder, Licensor's remedies shall include, though not be limited to the collection of past due compensation and termination of this License.

5. Term

The term of this License shall be for twenty-five (25) Licensed Years (as defined below) beginning July 1, 2020 and ending June 30, 2045 unless renewed for another definite period of years. Unless earlier terminated pursuant to the terms set forth herein, for purposes of this License, the term "License Year" shall mean each twelve (12) month period during the term of this License commencing on July 1 and ending at midnight on the next succeeding June 30.

6. Default

If a party ("Defaulting Party") fails (i) to make payment required herein by its due date or (ii) perform an obligation under this License within 30 days after written notice is given to the Defaulting Party of its failure to perform such obligation on the date when such performance was due (or, if such default cannot reasonably be cured within 30 days, then within such longer period as is determined by the non-defaulting party to be necessary to cure such default, provided the Defaulting Party commences to cure such default within the 30 day period), then, upon the expiration of the applicable cure period, if any, the non-defaulting party may terminate this License upon not less than 30 days prior written notice to the Defaulting Party.

7. Rights of the Licensor

7.1 This License is subject to the paramount rights of KID in and to the Licensed Property and all agreements existing and to be made between and among the Licensee and Licensor regarding the management, care, operation and maintenance of the Irrigation Project as defined in section three (3) of this agreement.

7.2 Licensor reserves the right of its officers, agents, and employees at all times to have unrestricted access and ingress to, passage over, and egress from all of said lands, to make investigations of all kinds, dig test pits and drill test holes, to survey for and construct reclamation and irrigation works and other structures incident to its purpose, or for any purpose whatsoever. Licensor will make every reasonable effort to keep damages to a minimum.

8. Successors and Assigns

The privileges granted to Licensee herein shall not inure to or benefit any person or entity other than Licensee, either through assignment or sublicense. Any attempt by Licensee to assign or sublicense all or any portion of the Licensed Property for any purpose whatsoever shall void this License.

9. Termination of the License

9.1 Either party may terminate this License without cause upon not less than thirty (30) days written notice.

9.2 Licensor may, at any time and at no cost or liability to the Licensor, terminate this License if the Licensor determines the use has become incompatible with irrigation district operations, safety, and security, or if the Licensor determines it is necessary for operational needs of the irrigation project.

9.3 Licensor may, at any time and at no cost or liability to the Licensor, terminate this License if Licensor determines that the Licensee has failed to use the Licensed Property for its intended purpose. Further, failure to construct within the timeframe specified in the terms of the License may constitute a presumption of abandonment of the requested use and cause termination of the License.

9.4 Upon the expiration, termination, or revocation of this License, if all License Fees and damage claims due Licensor have been paid, the Licensee shall remove all structures, equipment, or other improvements made by it from the Licensed Property at no cost to Licensor. Upon failure to remove any such improvements within thirty (30) days of the expiration, termination, or revocation, any remaining improvements shall, at the option of Licensor, be removed or become the property of Licensor. The Licensee shall pay all expenses of Licensor, or their assigns, related to the removal of such improvements.

10. Maintenance of Licensed Property & Interface with Licensor's Use of Licensed Property

10.1 Licensee, at its own expense, shall maintain all of the Licensed Property in reasonably good, sanitary and safe condition. Graffiti shall be removed immediately. Subject to the conditions set forth herein, Licensor reserves to itself, a right of access to the Licensed Property for the construction, use, operation, maintenance, relocation and removal of any existing and future electric or water distribution or transmission facilities. Any such construction, use,

operation, maintenance, relocation or removal shall be performed in a manner designed to avoid, to the extent feasible, disturbance to Licensee's improvements and Licensee's use and enjoyment of the Licensed Property. Licensor shall give Licensee at least thirty (30) days prior written notice of any such construction, use, operation, maintenance, relocation or removal that will materially disrupt Licensee's use and enjoyment of the Licensed Property or the Licensee's improvements; provided, however, that such notice may be given in such shorter period as Licensor determines to be reasonable under prevailing circumstances, or with no notice in the event of an emergency where no notice is feasible. Nothing in this License shall be construed to deny or lessen the powers and privileges granted Licensor by the laws of the State of Washington. Licensor shall not be liable to Licensee for any damage to Licensee's improvements located upon the Licensed Property, unless due to negligent or willful acts or omissions of Licensor or its agents or employees.

10.2 If Licensee defaults in the performance of the obligations set forth in Section 10.1, and Licensor gives notice of the default, Licensee shall correct such default to the reasonable satisfaction of Licensor within the required period of time set forth in the notice of default (the "Correction Period"), which period of time shall be reasonable under the circumstances. If Licensee fails to correct the default within the Correction Period, Licensor may take any action reasonably determined by Licensor to be necessary to correct such default, including without limitation making any repair or modification to or removing any of Licensee's improvements. Licensee shall reimburse Licensor for the reasonable costs it incurs to correct such default within thirty (30) days after Licensor presents Licensee with a statement of such costs. Licensee shall release Licensor from all damages resulting to Licensee from the correction of such default, including, without limitation, those damages arising from all repairs or modifications to or removal of any of Licensee's improvements.

10.3 Licensor reserves rights to construct, operate, and maintain public works now or hereafter authorized by the Licensor without liability for termination of the License or other damage to Licensee's activities or facilities.

11. Nonexclusive Rights

This License is nonexclusive and nothing herein shall be construed to prevent or restrict Licensor from granting other privileges to use the Licensed Property in a manner not inconsistent with Licensee's use of the Licensed Property in accordance with this License.

12. Existing Easements and Licenses

This License is subject to all existing encumbrances of record, including easements and licenses. It shall be Licensee's obligation and responsibility to ascertain the rights of all third parties in the Licensed Property. Licensor consents only to the use of the Licensed Property for the purposes described herein, in its capacity as owner of the Licensed Property. Nothing in this License shall be construed as Licensor's representation, warranty, approval or consent regarding rights in the Licensed Property held by other parties. Licensee shall indemnify and hold Licensor harmless from any liability arising out of any dispute or claim regarding actual or alleged interests in the Licensed Property, affecting Licensee's interests created herein, and shall release Licensor from

any such claims on its own behalf.

13. Indemnification

13.1 To the extent not prohibited by law or expressly excepted herein, Licensee, its successors and assigns ("Indemnitors"), shall indemnify, release, and hold harmless Licensor ("Indemnatee") and the directors, officers, employees, agents, successors and assigns thereof, for, from and against any damage, loss or liability caused in whole or in part by Licensee, regardless of whether caused in part by Indemnatee, and suffered by Indemnatee as a result of any claim, demand, lawsuit or action of any kind, whether such damage or loss is to person or property, arising out of, resulting from or caused by: (a) the acts or omissions of Licensee, its agents, contractors, officers, directors, or employees; (b) Licensee's use or occupancy of the Licensed Property for the purposes contemplated by this License, including but not limited to claims by third parties who are invited or permitted onto the Licensed Property, either expressly or impliedly, by Licensee or by the nature of Licensee's improvement or other use of the Licensed Property pursuant to this License; (c) Licensee's failure to comply with or fulfill its obligations established by this License or by law. Such obligation to indemnify shall extend to and encompass all costs incurred by Licensor in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert witness fees, and any other litigation related expenses. Indemnitors' obligation pursuant to this Section shall not extend to any damage, loss or liability as a result of any claim, demand, lawsuit or action of any kind, whether such damage, loss or liability is to person or property arising out of, resulting from or caused by the sole, exclusive acts or omissions of Indemnatee, its contractors, directors, officers, employees, agents, successors or assigns for which Licensor shall indemnify, release and hold harmless Indemnitors. Licensor's obligation to indemnify Indemnitors shall extend to and encompass all costs incurred by Indemnitors in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert witness fees, and any other litigation related expenses. The provisions of this Section shall survive termination of this License.

13.2 The Licensee agrees to indemnify the Licensor for, and hold the Licensor and all of its representatives harmless from, all damages resulting from suits, actions, or claims of any character brought on account of any injury to any person or property arising out of any act, omission, neglect, or misconduct in the manner or method of performing any construction, care, operation, maintenance, supervision, examination, inspection, or other activities of the Licensee.

14. Insurance

Without limiting any liabilities or any other obligations of Licensee, Licensee shall provide and maintain, with forms and insurers acceptable to Licensor, and until all obligations under the License are satisfied, the minimum insurance and/or joint protection program-equivalent coverages, as follows:

14.1 If applicable, worker's compensation insurance and / or joint protection program coverage to fulfill obligations imposed by applicable federal and state statutes and employer's liability insurance with a minimum limit of One Million and No/100 Dollars (\$1,000,000.00).

14.2 Commercial General liability coverage with a minimum combined single limit of \$10,000,000 each occurrence and \$20,000,000.00 each aggregate limit on an occurrence basis. The coverage must extend to contractual liability, bodily injury liability, property damage liability, for liability assumed under this License.

14.3 If applicable, comprehensive automobile liability insurance and/or joint protection program coverage with a combined single limit for bodily injury and property damage of not less than Two Million and No/100 Dollars (\$2,000,000.00) each occurrence with respect to Licensee's vehicle, whether owned, hired or non- owned, assigned to or used in the performance of the work.

14.4 Pollution Liability Insurance. At all times, if not insured in the General and Excess liability coverages, the Licensee shall provide a limit of not less than \$2,000,000 (primary and excess) insurance for property damage and bodily injury to third parties arising out of "sudden and accidental" pollution conditions as a result of Licensee's operations. All such coverage can be included in the commercial general liability and umbrella or excess liability policies or provided under a separate pollution liability policy.

14.5 Licensee shall waive their rights of recovery and require its insurers and/or joint coverage programs providing the required coverages to waive all rights of subrogation against Licensor and members of its governing bodies, its officers, agents and employees for matters arising out of this License.

14.6 Upon execution of this License, Licensee shall furnish Licensor with Certificates of Insurance and/or evidence of coverage under a joint coverage program as evidence that policies providing the required coverages, conditions and limits are in full force and effect. Such certificates shall provide that not less than thirty (30) days advance notice of cancellation, termination, or alteration shall be sent directly to Licensor addressed as follows:

Claims Agent
c/o Kennewick Irrigation District
2015 South Ely Street
Kennewick, WA 99337

14.7 The insurance policies and/or joint coverage programs may provide coverages that include deductibles or self- insured retentions. Licensee shall be solely responsible for deductibles and/or self-insured retentions, and Licensor, at its option, may require Licensee to secure the payment of such deductibles or self-insured retentions by a surety bond.

15. Construction

15.1 Prior to making any improvements on the Licensed Property, Licensee shall submit to Licensor for its approval final construction documents and plan showing the location of any such improvements. Licensor shall approve or disapprove such documents and plans within 30 days. If

applicable, Licensee shall obtain a Permit from KID Engineering prior to the start of construction. Construction on the Licensed Property shall be performed only in accordance with approved construction documents and plan. At least ten (10) days prior to the beginning of any construction on the Licensed Property, Licensee shall give Licensor notice of the date that construction will begin and a schedule listing all construction activities and the dates when such construction activities will be performed. Licensee shall give Licensor written notice of all changes in the schedule and delays in construction immediately upon it being reasonably foreseeable that such change or delay will occur.

15.2 Licensee's improvements constructed, installed, operated and maintained on the Licensed Property shall not interfere with Licensor's use of Licensor's existing or any future irrigation or electric facilities on or adjacent to the Licensed Property.

15.3 Licensor may request Licensee to alter the scheduling of construction undertaken pursuant to Section 15.1 but only when and to the extent necessary to prevent any material interference with Licensor's use of the Licensed Property, and if such improvements do interfere with Licensor's use, Licensor may request Licensee to relocate Licensee's material, facilities and improvements as deemed necessary by Licensor.

15.4 If relocation of Licensee's materials, facilities, or improvements is necessitated by Licensor's use of existing facilities or the construction of improvements by or on behalf of Licensor, Licensee shall bear the entire actual cost of relocating said materials, facilities and improvements.

15.5 Licensor shall not exercise its right to require relocation of Licensee's facilities, materials and improvements in an unreasonable or arbitrary manner, and warrants to Licensee that as of the date of this License, relocation of Licensee's facilities is not expected or anticipated as a result of Licensor's existing plans for the Licensed Property.

16. Permits, Statutes and Codes

16.1 Licensee shall comply with all requirements of all statutes, acts, ordinances, regulations, codes, and standards of legally constituted authorities with jurisdiction, applicable to Licensee's use of the Licensed Property. Licensee shall obtain or cause to be obtained at its expense, all permits, approvals and authorizations required by Licensee's actions pursuant to this License.

16.2 Licensor may, at any time and at no cost or liability to the Licensor, terminate any License if the Licensee fails to comply with all applicable Federal, State, and local laws, regulations, ordinances, or terms and conditions of any License, or to obtain any required permits or authorizations.

17. Licensor's Right to Inspect

17.1 Licensor may enter any part of the Licensed Property at all reasonable times to make

an inspection thereof. During any construction by Licensee, Licensor may inspect all trenching, backfilling and other related construction activity that potentially affects Licensor's facilities, and require conformance with all Licensor's requirements and specifications related thereto.

17.2 Licensee shall release Licensor from any claims for damages arising out of any delay caused by Licensor in permitting or inspecting any work on the Licensed Premises. The provisions of this Section shall survive termination of this License.

18. Service of Notice

All notices, demands and invoices required or permitted by this License shall be in writing and shall be considered to have been properly delivered: (i) if mailed, three (3) business days after deposit in the U.S. mail, postage prepaid, return receipt requested, addressed as follows; (ii) if sent by overnight delivery service, on the next business day after deposit with such service, addressed as follows; (iii) if personally delivered, or (iv) if by email on the date of delivery service to:

Mail:

Notices to Licensor

District Manager
Kennewick Irrigation District
2015 S Ely Street

Notices to Licensee

Attn: Cary Roe, P.E., Public Works Director
City of Kennewick
PO Box 6108
Kennewick, WA 99336-0108

Hand /Certified Delivery:

Notices to Licensor

District Manager
Kennewick Irrigation District
2015 S Ely Street

Notices to Licensee

Attn: Cary Roe, P.E., Public Works Director
City of Kennewick
PO Box 6108
Kennewick, WA 99336-0108

Either party may change its address or the designated person to receive notification hereunder by giving notice of such change in the manner provided above.

19. Waiver

This License may not be modified or any provision waived except by written agreement executed by both Licensor and Licensee. The waiver by either party of any breach or failure to provide full performance under any of the terms and conditions of this License, or the failure of a party to exercise, or any delay in exercising, any rights or remedies provided herein or by law, or the failure of a party to notify the other properly in the event of a breach hereunder shall not be construed as a waiver of any other term of condition herein, or of any subsequent or continuing breach of the same or any other term or condition.

20. Attorney Fees Upon Default

If either party brings or defends any legal action, suit or proceeding based on rights or obligations arising from this License, the successful party shall be entitled to recover reasonable litigation expenses, court costs and reasonable attorneys' fees, as determined by a court, in any such action, suit or proceeding. The foregoing shall not in any way limit or restrict any other right or remedy at law or equity otherwise available to such party.

21. Force Majeure

21.1 If either party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this License, other than the obligation of Licensee to make payments of amounts due hereunder, then the obligations of both Licensee and Licensor, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall so far as possible be remedied within a reasonable time. The term "force majeure" as used herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, interruptions by government not due to the fault of the parties, civil disturbances, explosions, or unforeseeable action or nonaction by governmental bodies in approving the applications for approvals or permits or any material change in circumstances arising out of legislation, regulation or litigation. Nothing in this Section shall require Licensor to settle a strike.

21.2 Licensor may, at any time and at no cost or liability to the Licensor, terminate this License in the event of a natural disaster, a national emergency, a need arising from security requirements, or an immediate and overriding threat to public health and safety.

22. Entire Agreement; Changes After Execution

This License, including its specified addenda and exhibits, if any, constitutes the entire agreement between the parties, and any amendment hereto must be in writing, signed by both parties.

23. Governing Law, Venue and Waiver of Trial by Jury

23.1 This License shall be interpreted, governed by, and constructed in accordance with the substantive and procedural laws of the State of Washington, without regard to conflicts of law principles. Licensor and Licensee agree that any action, suit, or proceeding arising out of, or in any way connected with this License, shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in Benton County, Washington, and the parties irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or in any way connected with this License.

23.2 Each provision of this License shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this License shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the License as a whole.

24. Water Damage

Except when the result of the negligent or willful act or omission of Licensor or its directors, officers, employees, agents or assigns, Licensor shall not be liable for any loss sustained by Licensee, its officers, employees, agents or invitees on the Licensed Property because of water damage resulting from any source whatsoever, including, but not limited to, flood, drainage or run-off, irrespective of any prior knowledge by Licensor of the possibility of such flood, drainage or run-off, arising from or in connection with the operation or maintenance of any irrigation district canal or other facility.

25. Approvals

Each party agrees that if any consent or approval shall be required of such party, such consent or approval shall not be unreasonably withheld.

26. Reservation of Remedies

Unless otherwise provided herein, each party shall have available to it, all remedies provided by law or equity.

27. Environmental Compliance and Hazardous Material

- i. "Hazardous Materials" as used herein shall mean any toxic substances or waste, sewage, petroleum products, radioactive substances, medical, heavy metals, corrosive, noxious, acidic, bacteriological or disease-producing substances or any dangerous waste or hazardous waste as defined in Washington Hazardous Waste Management Act as now existing or hereafter amended (RCW Ch. 70.105) or as defined in Resource Conservation and Recovery Act as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq.); or

- ii. "Hazardous Substance" as used herein shall mean any substance which now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination or clean-up, including, but not limited to, the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA") as now existing or hereafter amended (42 U.S.C. Sec. 9601 et seq.) and Washington's Model Toxics Control Act ("MTCA") as now existing or hereafter amended (RCW Ch. 70.105); or
 - iii. Any pollutants, contaminants, or substances posing a danger or threat to public health, safety or welfare, or the environment, which are regulated or controlled as such by any applicable federal, state or local laws, ordinances or regulations as now existing or hereafter amended.
- b. Licensee agrees that Hazardous Substances will not be used, stored, generated, processed, transported, handled, released, or disposed of in, on, or above Licensed Property, except in accordance with all applicable laws.
- c. Licensee shall, at Licensee's own expense, comply with all federal, state and local laws, ordinances and regulations now or hereafter affecting Licensor's business, property, or any activity or condition on or about Licensor's property, including, without limitation, all laws, ordinances and regulations related to Hazardous Materials and all other environmental laws relating to the improvements on Licensor's property, soil and groundwater, storm water discharges, or the air in and around Licensor's property, as well as such rules as may be formulated by the Licensor ("the Laws"). Licensee warrants that its business and all activities to be conducted or performed in, on, or about Licensor's property shall comply with all the Laws. Licensee agrees to change, reduce, or stop any non-complying activity, or install necessary equipment, safety devices, pollution control systems, or other installations may be necessary at any time during the term of this Agreement to comply with the Laws.
- d. Licensee shall not cause or permit to occur any violation of the Laws on, under, or about Licensor's property, or arising from Licensee's use or occupancy of Licensor's property, including, but not limited to, soil and water conditions.
- e. Licensee shall promptly notify Licensor and provide all information regarding any activity of Licensee related to Hazardous Materials on or about Licensor's property that is requested by the Licensor. If Licensee fails to fulfill any duty imposed under this section within a reasonable time, Licensor may do so at the cost of Licensee; and in such case, Licensee shall cooperate with Licensor in order to prepare all documents Licensor deems necessary or appropriate to determine the applicability of the Laws to Licensor's property and Licensee's use thereof, and for all compliance therewith, and Licensee shall execute all documents promptly upon Licensor's request. No such action by Licensor and no attempt made by Licensor to mitigate damages shall constitute a waiver of any Licensee's obligations under this paragraph.
- f. Licensee shall, at Licensee's own expense, make all submissions to, provide all information

required by, and comply with all requirements of all governmental authorities ("the Authorities") under the Laws.

- g. Should any Authority demand that a clean-up plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge or other release of Hazardous Materials that occurs during the term of this Agreement and which arises at any time from Licensee's use of occupancy of Licensor property, then Licensee shall, at Licensee's own expense, prepare and submit the required plans and all related bonds and other financial assurances; and Licensee shall carry out all such clean-up plans. Any such plans and clean-up are subject to Licensor's prior written approval.
- h. If a release of Hazardous Substances occurs in, on, under, or above Licensor property, or other's property arising out of any action, inaction, or event described or referred to in this document, Licensee shall at its sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substance. Clean-up actions shall include, without limitation, removal, containment and remedial actions and shall be performed with all applicable laws, rules, ordinances, and permits. Licensee shall be solely responsible for all clean-up, administrative, and enforcement costs of governmental agencies, including natural resource damage claims, arising out of any action, inaction, or event described or referred to in this document.

28. Motor Vehicle Use – Special Conditions

When operating a motor vehicle on the Licensed Property, Licensee must at all times:

- 28.1 Enter onto and exit from the Licensed Property at the point of reasonable access closest to the component of Licensee's facilities requiring maintenance;
- 28.2 Maintain a speed not to exceed five (5) miles per hour;
- 28.3 Ensure safe and reasonable passage through and around Licensee's vehicle and other repair facilities to all recreational users of the Licensed Property
- 28.4 Ensure that no site of ongoing maintenance of Licensee's facilities is left unattended; and,
- 28.5 Refrain from accessing the Licensed Property with a motor vehicle except when necessary to effectuate maintenance of Licensee's facilities.

29. Illegal Use

Any activity by the Licensee deemed to be illegal on the Licensed Property will be cause for immediate termination of this License.

30. Pest Control

- 30.1 The Licensee shall not permit the use of any pesticides on Licensed Property without

prior written approval by Licensor. The Licensee shall submit to Licensor for approval an Integrated Pest Management Plan (IPMP) thirty (30) days in advance of pesticide application.

30.2 All pesticides used shall be in accordance with the current registration, label direction, or other directives regulating their (State Department of Agricultural, Department of Ecology, OSHA, etc.) and with applicable Licensor policy and directives and standards. Applicators will meet applicable State training or licensing requirements. Records maintenance shall be in accordance with State requirement and such records shall be furnished to Reclamation or Licensor not later than five (5) working days after any application of a pesticide.

30.3 Any equipment, tools, and machines used for pesticide application shall be in good repair and suitable for such use. Equipment shall be calibrated prior to the spraying season and as deemed necessary by Licensor.

30.4 Mixing, disposal, and cleaning shall be done where pesticide residues cannot enter storm drains, sewers, or other non-target areas.

30.5 The Licensee shall initiate any necessary measures for containment and cleanup of pesticide spills. Spills shall be reported to Licensor with full details of the actions taken. Reporting may be within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the spill if it is an emergency or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

30.6 Aerial application of pesticides is prohibited without the prior written consent by Licensor's designated representative.

30.7 The Licensee agrees to include the provisions contained in paragraphs 30.1 through 30.6 of this Section in any subcontract or third-party contract it may enter into pursuant to this License.

IN WITNESS WHEREOF, the parties hereto have executed this License this 5th day of August, 2020.

LICENSOR:

KENNEWICK IRRIGATION DISTRICT

By: Kirk A. Rath

Its: Board President

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

This record was acknowledged before me on this 5th day of August, 2020,
by Kirk Rathbun.



[Signature]
Signature of Notary Public
Notary Public in and for the State of Washington
My Commission Expires 2/16/2023

IN WITNESS WHEREOF, Don Britain has caused its name to be executed by its duly authorized representative on this 4th day of August, 2020.

LICENSEE:

CITY OF KENNEWICK

By: Don Britain

Its: Mayor

APPROVED AS TO FORM:

By: Kira Beath

Its: City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

This record was acknowledged before me on this 4th day of August, 2020, by Don Britain, as the Mayor of City of Kennewick.



Terril L. Wright
Signature of Notary Public
Notary Public in Kennewick and for the State of
Washington My Commission Expires 10-11-23

EXHIBIT 'A'

LEGAL DESCRIPTION PEDESTRIAN PATHWAY LICENSE AREA

THAT PORTION OF THE NORTH HALF OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN, CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

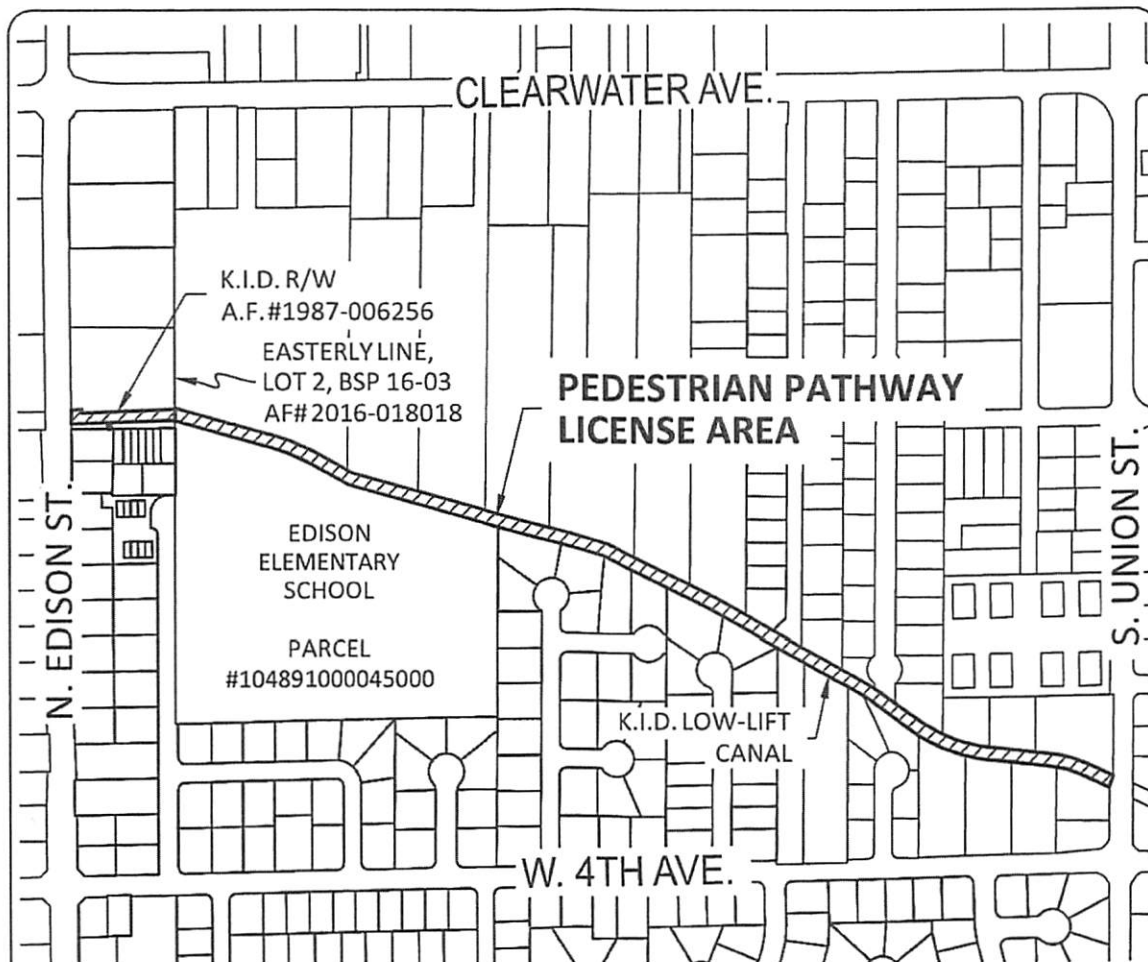
SAID PORTION BEING BOUNDED ON THE WEST BY THE EASTERLY LINE OF LOT 2 OF THAT CERTAIN BINDING SITE PLAN 16-03, AS RECORDED IN VOLUME 1 OF SURVEYS, PAGE 4753, RECORDS OF BENTON COUNTY, WASHINGTON, AND,

BEING BOUNDED ON THE EAST BY THE WESTERLY RIGHT OF WAY LINE OF SOUTH UNION STREET AS IT CURRENTLY EXISTS, AND,

BEING BOUNDED ON THE NORTH BY THE NORTHERLY RIGHT OF WAY LINE OF THE KENNEWICK IRRIGATION DISTRICT LOW-LIFT CANAL AS IT CURRENTLY EXISTS, AND,

BEING BOUNDED ON THE SOUTH BY THE SOUTHERLY RIGHT OF WAY LINE OF SAID CANAL AS IT CURRENTLY EXISTS.

TOGETHER WITH THAT PORTION AS DESCRIBED IN THAT CERTAIN RIGHT OF WAY EASEMENT DEED AS RECORDED UNDER AUDITOR'S FEE NUMBER 1987-006256, RECORDS OF BENTON COUNTY, WASHINGTON.

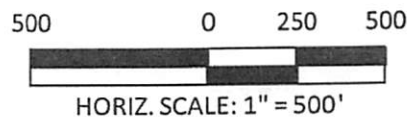


ABBREVIATIONS

AF# BENTON COUNTY AUDITOR'S
FEE NUMBER
BSP BINDING SITE PLAN
K.I.D. KENNEWICK IRRIGATION
DISTRICT
R/W RIGHT OF WAY

NOTE:

THIS EXHIBIT IS TO BE USED SOLELY IN CONJUNCTION WITH THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.



KENNEWICK IRRIGATION DISTRICT

EXHIBIT 'B' PEDESTRIAN PATHWAY LICENSE AREA N 1/2, SEC. 4, T. 8 N., R. 29 E., W.M.

DATE: 7/27/2020

DRN. BY: BRF

REV: -

SHEET NO: 1 OF 1

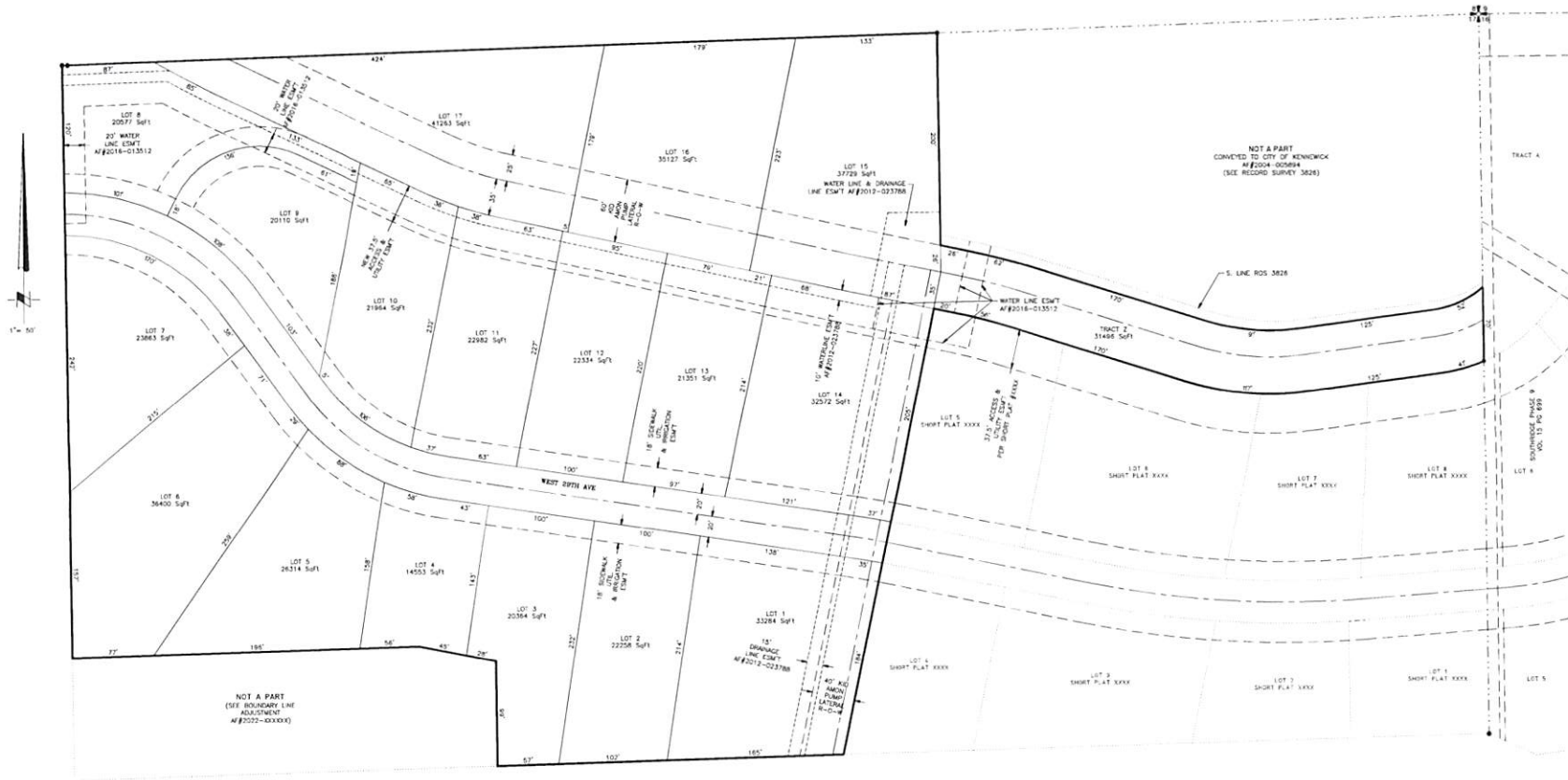
LEGAL DESCRIPTION:

TRACT X OF SHORT PLAT ##### ACCORDING TO THE SURVEY THEREOF
RECORDED UNDER AUDITOR'S FILE NUMBER 2022-XXXXX, RECORDS OF
BENTON COUNTY, WASHINGTON.

Exhibit A

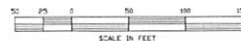
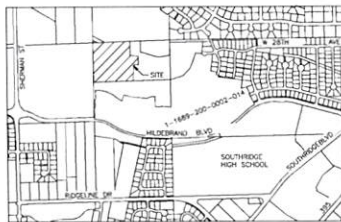
PRELIMINARY PLAT OF SYMPHONY RIDGE

LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4
OF SECTION 17, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M.
CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON



NOTES

1. TRACT Z IS TO BE FUTURE DEVELOPMENT
2. THE LANDOWNER WILL NOT CONVEY ANY FEE OWNERSHIP TO KENNEWICK IRRIGATION DISTRICT, NOR CREATE TRACTS CONCENDING WITH HIS RIGHT OF WAY OTHER THAN THOSE SHOWN HEREON.
3. ADDITIONAL SHORT PLAT & B.A. ARE IN PROCESS WITH CITY OF KENNEWICK AT THE TIME OF THIS SUBMITTAL.
4. SITE GRADING FOR THIS SITE HAS BEEN COMPLETED PER CITY OF KENNEWICK GRADING PERMIT.
5. PARENT PARCEL NUMBER: 1-1788-100-0001-001
6. CONTOUR INTERVAL: 5'
7. TOTAL PLAT AREA: 11.93 AC.
SMALLEST LOT: 14,553 SQ FT (LOT 4)
LARGEST LOT: 36,430 SQ FT (LOT 6)
AVERAGE LOT SIZE: 26,850 SQ FT



SHEET 1 OF 1



RSI ROGERS
SURVEYING INC., P.S.
1455 COLUMBIA PARK TRAIL
BELLINGHAM, WA 98201
PHONE (360) 748-4141
FAX (360) 748-8904
www.rogerssurveying.com