



Return Name and Address:

Kennewick Irrigation District
Attn: Lori Gibson
2015 South Ely Street
Kennewick, WA 99337

PLEASE PRINT OR TYPE INFORMATION:

Document Title: Resolution 2025-30 Approving Voluntary Mitigation Agreement for Harmony Estates

Grantor(s)(Last name first, first name, middle initials):

1. Kennewick Irrigation District
- 2.
- 3.
- 4.

Additional names on page _____ of document.

Grantee(s)(Last name first, first name, middle initials):

1. Public
- 2.
- 3.
- 4.

Additional names on page _____ of document.

Legal description (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.)

Section 7, Township 8, Range 29

Additional legal is on page 4-7 of document.

Reference Number(s) of documents assigned or released:

Additional numbers on page _____ of document.

Assessor's Property Tax Parcel/Account Number: (MUST HAVE 15 DIGITS)

107891000016000

Property Tax Parcel ID is not yet assigned.

Additional parcel numbers on page _____ of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

Please return to:

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

KENNEWICK IRRIGATION DISTRICT RESOLUTION 2025-30

Approving Voluntary Mitigation Agreement for Harmony Estates

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

Section 1. RECITALS AND FINDINGS.

1.1 The Board of Directors of KID (the Board) met in regular session on October 7, 2025, 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: 1-0789-100-0016-000, The Property is proposed for subdivision into a development known as “Harmony Estates” (“Subdivision”) consisting of approximately 9.54 acres, of which 9.37 acres are classified as irrigable, which are proposed to be subdivided into 28 lots; 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 with 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 complete irrigation facilities.

1.8 KID submitted a comment letter on November 5, 2024 requesting that the COK incorporate certain conditions into its final decision approving the subdivision.

1.9 The Develop agrees to make irrigation improvements on the Property, which include the installation of distribution piping and service connections to each property of the Subdivision.

1.10 The Developer and KID mutually agree that it is in each of their best interest for the Developer to contribute funds of \$110,163.20 towards KID’s planned regional system in lieu of constructing a pump station and appurtenant facilities to serve the Harmony Estates subdivision.

1.11 The KID cannot issue and sign an irrigation district certificate for any Final Plat phases of the Subdivision unless complete on-site irrigation systems are installed or bonded for, or the KID Board of Directors approves by resolution an acceptable security that creates a lien against the Property.

Section 2. APPROVAL OF VOLUNTARY MITIGATION AGREEMENT

2.1 The Developer and KID mutually agrees that it is in their best interest for the Developer and KID to enter into the attached Voluntary Mitigation Agreement entitled, “HARMONY ESTATES VOLUNTARY MITIGATION DEVELOPMENT AGREEMENT”.

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

Section 3. IMPLEMENTATION.

3.1 The KID Board of Directors hereby adopts and approves the attached Harmony Estates 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.

Section 4. REPEALER; FUTURE ACTIONS.

4.1 Any KID act prior to and inconsistent with this Resolution is hereby superseded and repealed. Nothing in this Resolution shall limit the future authority of KID to modify rates, charges and assessments.

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RESOLUTION 2025-30 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 7th day of October 2025.

ABSENT

Kirk Rathbun, President

Gene Huffman
Gene Huffman, Vice President

Griffin Hanberg, Director

ABSENT

David McKenzie, Director

Arland Ward
Arland Ward, Director

**HARMONY ESTATES
VOLUNTARY MITIGATION DEVELOPMENT
AGREEMENT**

THIS AGREEMENT, made and entered into and effective this 8th day of October, 2025 by and between the parties hereto, who are identified as follows:

Harmony Development 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 1-0789-100-0016-000, legally described below as:

1-0789-100-0016-000

THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH 82°35' WEST ALONG THE NORTH LINE THEREOF 269 FEET; THENCE SOUTH 9°08'30" WEST, 245 FEET; THENCE SOUTH 82°35'EAST, 185 FEET; THENCE SOUTH 9°08'30" WEST, 806 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE KENNEWICK IRRIGATION DISTRICT HIGHLAND FEEDER CANAL; THENCE SOUTH 73°34'30" EAST ALONG SAID NORTH RIGHT OF WAY LINE 338.72 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 63°07' EAST ALONG SAID NORTH RIGHT OF WAY LINE, 186.63 FEET; THENCE NORTH 9008'30" EAST, 730 FEET, MORE OR LESS, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE KENNEWICK IRRIGATION DISTRICT LATERAL H.F. 1.8-A CANAL; THENCE NORTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE 198.05 FEET TO A POINT THAT BEARS NORTH 9°08'30" EAST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 9°08'30" WEST 771.8 FEET TO THE TRUE POINT OF BEGINNING; TOGETHER WITH AN ABANDONED PORTION OF HIGHLAND FEEDER LATERAL 1.8-A CANAL RIGHT-OF-WAY CONVEYED BY INSTRUMENT RECORDED ON JANUARY 6, 2000 UNDER AUDITOR'S FILE NO.

COMING AT THE NORTH EAST CORNER OF LOT 2 OF SHORT PLAT NO. 1.
1499, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE SOUTH
88.4404", WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 214.17 FEET
TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE,
88.4404", WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 214.17 FEET

EXCEPTING THE REFFERROM THAT PORTION OF THE NORTH HALF OF THE
NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST,
W.M., DESCRIBED AS FOLLOWS:

A DISTANCE OF 58.70 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 170.00 FEET; THENCE NORTHEAST ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°35'31" A DISTANCE OF 46.26 FEET; THENCE NORTH 07°00'15" EAST A DISTANCE OF 46.74 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

TOGETHER WITH THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., DESCRIBED AS FOLLOWS:

SOUTH 81°15'56" EAST A DISTANCE OF 4.00 FEET; THENCE SOUTH 08°44'04" WEST ALONG A LINE WHICH IS PARALLEL WITH AND 4.00 FEET EASTERLY WHEN MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 2, A DISTANCE OF 549.56 FEET, MORE OR LESS, TO THE NORTH RIGHT OF WAY LINE OF THE KENNEWICK IRRIGATION DISTRICT HIGHLAND FEEDER CANAL, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 174.60 FEET, THE CHORD OF WHICH BEARS NORTH 85°29'46" WEST A DISTANCE OF 4.01 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 08044'04" EAST ALONG THE EAST LINE THEREOF A DISTANCE OF 636.19 FEET TO THE POINT OF BEGINNING.

shown on **Exhibit A**, hereinafter referred to as the "Property."

WHEREAS, the Property is proposed for subdivision into a development known as "Harmony Estates" ("Subdivision") consisting of 9.54 acres, of which approximately 9.37 acres is classified as irrigable; 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 Property is located within an existing Private Line Area (PLA) and the development of the Property will render the current irrigation delivery unviable as a water metering device for the remainder of the parcels within the PLA; and

WHEREAS, pressurized service is available and required to be provided for the westerly six remaining parcels within the PLA; and

WHEREAS, pressurized service for three of the properties will be provided by a

new pipeline located in Leisure Ln; and

WHEREAS, the Developer has requested KID financially participate in a new pipeline located in Leisure Ln as the pipeline will provide service for additional properties located on the west side of the private road; and

WHEREAS, the Developer and KID mutually agree that it is in each of their best interest for KID to contribute funds of \$25,000 towards the installation of pressurized pipe in Leisure Ln as the KID Board of Director approved Resolution 2025-18, "Authorization for Collection of Surcharges for PLA Properties in the HF 1.1 Benefit Area"; and

WHEREAS, the Developer and KID mutually agree that it is in their best interest for the Developer to contribute funds equal to \$110,163.20 towards KID's planned regional system in lieu of constructing a pond, pump station, canal lining and appurtenant facilities to provide irrigation service to the Subdivision; and

WHEREAS, the KID cannot issue and sign an irrigation district certificate for any Final Plat phases of the Subdivision unless completed on-site irrigation systems are installed or bonded for, or the KID Board of Directors approves by resolution an acceptable security that creates a lien against the Property; and

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

NOW THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:

1. The Developer's Obligations. Developer:

- a. Shall pay to KID a total sum \$110,163.20. Twenty-Eight (28) payments of \$3,934.40 per lot shall be required upon completion of any one of the following:
 - i. Transfer of parcel/lot ownership
 - ii. Building permit application
 - iii. Utilization of irrigation water
- b. Agrees to install all irrigation pipelines and service connection in Leisure Lane per approved plans entitled, "Leisure" sealed by Paul Knutzen, P.E. and dated 6/12/2025. Developer agrees to coordinate, facilitate, and install private irrigation piping with each property owner along Leisure Lane. This work has been completed and accepted by KID.

2. KID Obligations. KID shall:

- a. Provide a proportionate share of available irrigation water to the Subdivision starting upon completion and acceptance of the irrigation systems installed by the Developer per KID normal operating procedures.
 - b. Contribute \$25,000 to the Developer for the pipeline in Leisure Lane in the amount within 30 days of final plat approval and the recording of the subdivision with the County.
3. **Mutual Agreements.**
 - a. 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.
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 be 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.

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

DEVELOPER:
Harmony Development LLC

[Signature]
Signature

Date Signed: Oct. 8th, 2025

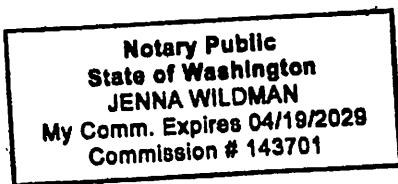
Hasmit Wilkinson

Print Name

Authorized Member/Manager

STATE OF WASHINGTON)
: ss
COUNTY OF BENTON)

This record was acknowledged before me on this 8th day of October,
2025, by Hasmit Wilkinson, as authorized
Member/Manager of Developer.



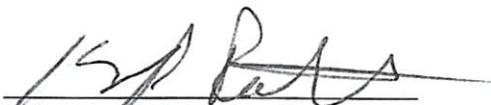
Jenna Wildman
NOTARY PUBLIC,
State of Washington
Residing at Benton City
My Commission Expires 4/19/2029

KENNEWICK IRRIGATION DISTRICT:



SHANE LEONARD
Secretary Manager

Date Signed: 10/9, 2025



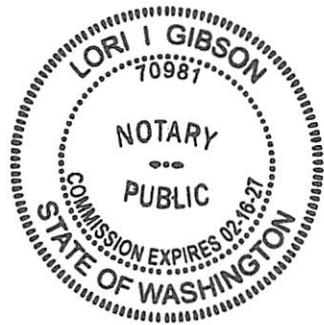
KIRK RATHBUN
President of the Board of Directors

Date Signed: 10/21, 2025

As approved by Resolution of the Board of Directors in a regularly scheduled Board meeting on October 7, 2025.

STATE OF WASHINGTON)
: ss
COUNTY OF BENTON)

This record was acknowledged before me on this 9th day of October,
2025, by SHANE LEONARD, as Secretary Manager of Kennewick Irrigation District.

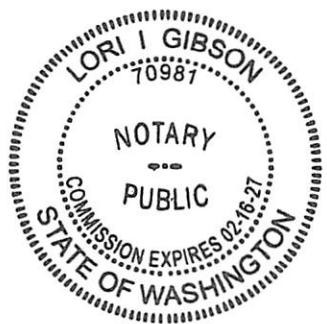




NOTARY PUBLIC,
State of Washington
Residing at Kennewick, WA
My Commission Expires 2/16/27

STATE OF WASHINGTON)
: ss
COUNTY OF BENTON)

This record was acknowledged before me on this 21st day of October,
2025, by KIRK RATHBUN, as President of the Board of Directors of Kennewick
Irrigation District.





NOTARY PUBLIC,
State of Washington
Residing at Kennewick, WA
My Commission Expires 2/16/27