

Please return to:

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

KENNEWICK IRRIGATION DISTRICT RESOLUTION 2025-19

Authorization for System Take-Over of the Brookshire Estates Private Line Area (PLA)

A **RESOLUTION** of the Board of Directors of Kennewick Irrigation District (KID), Benton County, Washington, for the purpose of authorizing the system take-over of the Brookshire Estates private line area (PLA).

SECTION 1. RECITALS AND FINDINGS.

- 1.1** The Brookshire Estates Private Line Area (PLA) encompasses 278 parcels in Richland, Washington bound to the northeast by Keene Road, Pressurized Service Area (PSA) 165 to the west, KID's Badger East Lateral Canal to the south, and U.S. Interstate 182 to the southeast; and
- 1.2** Per KID Policy 8.2, Private Line Areas, KID Staff has determined the PLA is classified as a Category 1 (Type A) system and qualifies for a system take-over to KID, and
- 1.3** Assessment also include an assessment adjustment from the non-pressurized base rate to the pressurized base rate for parcels shown in **Exhibit A**; and
- 1.4** The owner of the private irrigation system, Brookshire Estates Homeowners Association, has requested KID takeover ownership of the irrigation system; and
- 1.5** The Board of Directors of Kennewick Irrigation District met in regular session on May 20, 2025, with a quorum present; and

1.6 The attached **Irrigation Facilities Takeover Agreement** will be executed to transfer ownership of the Private Line Area from Brookshire Estates Homeowners Association to KID.

SECTION 2. IMPLIMENTATION.
of Kennewick Irrigation District as follows:

Now, Therefore, be it resolved by the Board of Directors

- 2.1 The system take-over of the Brookshire Estates Private Line Area is hereby authorized; and
- 2.2 The assessments for the properties listed in **Exhibit A** shall be transferred from “Non-Pressurized” rate to KID or the “Pressurized” rate effective in 2026; and
- 2.3 Shane Leonard, District Manager, is hereby authorized to execute the attached **Irrigation Facilities Takeover Agreement**.

RESOLUTION 2025-19 IS HEREBY ADOPTED by the Board of Directors of Kennewick Irrigation District, Benton County, Washington, at a regular open public meeting thereof this 20th day of May, 2025.


Kirk Rathbun, President


Gene Huffman, Vice President


David McKenzie, Director

ABSENT
Arland Ward, Director

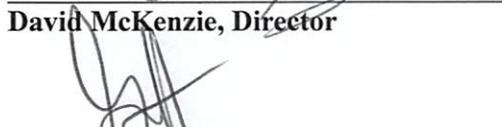

Griffin Hanberg, Director

EXHIBIT A

Parcel	House #	Street Name	County Acreage	Tier
120984020000001	1303	Kensington Way	0.27	4
120984020000002	1315	Kensington Way	0.25	3
120984020000003	1327	Kensington Way	0.25	3
120984020000004	1339	Kensington Way	0.25	3
120984020000005	1351	Kensington Way	0.25	3
120984020000006	1363	Kensington Way	0.25	3
120984020000007	1375	Kensington Way	0.25	3
120984020000008	1387	Kensington Way	0.25	3
120984020000009	1399	Kensington Way	0.3	4
120984020000010	1411	Kensington Way	0.39	4
120984020000011	1423	Kensington Way	0.35	4
120984020000012	1400	Kensington Way	0.44	4
120984020000013	1388	Kensington Way	0.53	5
120984020000014	1376	Kensington Way	1.39	7
120984020000015	1364	Kensington Way	0.28	4
120984020000016	1352	Kensington Way	0.42	4
120984020000017	1340	Kensington Way	0.4	4
120984020000018	1336	Kensington Way	0.4	4
120984020000019	1324	Kensington Way	0.27	4
120984020000020	1231	Evanslee Ct	0.23	3
120984020000021	1243	Evanslee Ct	0.22	3
120984020000022	1255	Evanslee Ct	0.34	4
120984020000023	1267	Evanslee Ct	0.32	4
120984020000024	1279	Evanslee Ct	0.23	3
120984020000025	1256	Evanslee Ct	0.28	4
120984020000026	1244	Evanslee Ct	0.34	4
120984020000027	1232	Evanslee Ct	0.33	4
121981000003000	3095	Keene Rd	1.09	6
121982030001001	1041	Kambeth Ct	0.23	3
121982030001002	1033	Kambeth Ct	0.23	3
121982030001003	1025	Kambeth Ct	0.24	3
121982030001004	1017	Kambeth Ct	0.29	4
121982030001005	1009	Kambeth Ct	0.44	4
121982030001006	1012	Kambeth Ct	0.5	5
121982030001007	1020	Kambeth Ct	0.26	4
121982030001008	1028	Kambeth Ct	0.26	4
121982030001009	1036	Kambeth Ct	0.21	3
121982030001010	1044	Kambeth Ct	0.23	3
121982030001011	3452	Hanstead St	0.25	3
121982030001012	1091	Pattyton Ln	0.21	3
121982030001013	1083	Pattyton Ln	0.22	3
121982030001014	1075	Pattyton Ln	0.27	4

EXHIBIT A

Parcel	House #	Street Name	County Acreage	Tier
121982030001015	1067	Pattyton Ln	0.34	4
121982030001016	1059	Pattyton Ln	0.45	4
121982030001017	1051	Pattyton Ave	0.36	4
121982030001018	1043	Pattyton Ln	0.33	4
121982030001019	1035	Pattyton Ln	0.32	4
121982030001020	1027	Pattyton Ln	0.32	4
121982030001021	1019	Pattyton Ln	0.36	4
121982030001022	1011	Pattyton Ln	0.41	4
121982030001023	1003	Pattyton Ln	0.45	4
121982030001024	1008	Pattyton Ln	0.55	5
121982030001025	3301	Nottingham Dr	0.35	4
121982030001026	3317	Nottingham Ct	0.49	5
121982030001027	3333	Nottingham Ct	0.34	4
121982030001028	3349	Nottingham Dr	0.32	4
121982030001029	3365	Nottingham Dr	0.29	4
121982030001030	3381	Nottingham Dr	0.28	4
121982030001031	3397	Nottingham Dr	0.26	4
121982030001032	3413	Nottingham Dr	0.25	3
121982030001033	3429	Nottingham Dr	0.26	4
121982030002001	1096	Pattyton Ln	0.24	3
121982030002002	1088	Pattyton Ln	0.25	3
121982030002003	1080	Pattyton Ln	0.26	4
121982030002004	1072	Pattyton Ln	0.24	3
121982030002005	1064	Pattyton Ln	0.23	3
121982030002006	1048	Pattyton Ln	0.23	3
121982030002007	3302	Nottingham Dr.	0.25	3
121982030002008	3318	Nottingham Dr	0.25	3
121982030002009	3334	Nottingham Dr	0.24	3
121982030002010	3350	Nottingham Dr	0.22	3
121982030002011	3366	Nottingham Dr	0.21	3
121982030002012	3382	Nottingham Dr	0.2	3
121982030002013	3398	Nottingham Dr	0.24	3
121982030003001	3493	Hanstead St	0.31	4
121982030003002	3475	Hanstead St	0.27	4
121982030003003	3457	Hanstead St	0.24	3
121982030003004	3439	Hanstead St	0.24	3
121982030003005	3421	Hanstead St	0.27	4
121982030003006	3403	Hanstead St	0.27	4
121982030004000	1001	Keene Rd	0.04	1
121982030005000	1000	Keene Rd	0.04	1
121982030006000	1110	Kensington Way	0.72	6
121982040001001	3598	Waterford St	0.14	2

EXHIBIT A

Parcel	House #	Street Name	County Acreage	Tier
121982040001002	3594	Waterford St	0.12	2
121982040001003	3588	Waterford St	0.13	2
121982040001004	3582	Waterford St	0.12	2
121982040001005	3578	Waterford St	0.12	2
121982040001006	3574	Waterford St	0.13	2
121982040001007	3570	Waterford St	0.13	2
121982040001008	3566	Waterford St	0.13	2
121982040001009	3562	Waterford St	0.12	2
121982040001010	3558	Waterford St	0.12	2
121982040001011	3554	Waterford St	0.12	2
121982040001012	3550	Waterford St	0.12	2
121982040001013	3546	Waterford St	0.13	2
121982040001014	3542	Waterford St	0.14	2
121982040001015	3538	Waterford St	0.12	2
121982040001016	3534	Waterford St	0.12	2
121982040001017	3530	Waterford St	0.12	2
121982040001018	3526	Waterford St	0.16	3
121982040001019	3522	Waterford St	0.15	2
121982040001020	3518	Waterford St	0.14	2
121982040001021	3514	Waterford St	0.24	3
121982040001022	3510	Waterford St	0.19	3
121982040001023	3506	Waterford St	0.19	3
121982040001024	3502	Waterford St	0.23	3
121982040002001	1020	Lethbridge Ave	0.12	2
121982040002002	3595	Waterford St	0.1	2
121982040002003	3589	Waterford St	0.1	2
121982040002004	3583	Waterford St	0.1	2
121982040002005	3577	Waterford St	0.11	2
121982040002006	3573	Waterford St	0.11	2
121982040002007	3569	Waterford St	0.1	2
121982040002008	3567	Waterford St	0.1	2
121982040002009	3563	Waterford St	0.11	2
121982040002010	3559	Waterford St	0.11	2
121982040002011	3555	Waterford St	0.11	2
121982040002012	3551	Waterford St	0.11	2
121982040002013	3547	Waterford St	0.1	2
121982040002014	3543	Waterford St	0.1	2
121982040002015	3539	Waterford St	0.11	2
121982040002016	3535	Waterford St	0.11	2
121982040002017	3531	Waterford St	0.1	2
121982040002018	3521	Waterford St	0.12	2
121982040002019	3507	Waterford St	0.18	3

EXHIBIT A

Parcel	House #	Street Name	County Acreage	Tier
121982040002020	3518	Hanstead St	0.21	3
121982040003001	1007	Lethbridge Ave	0.35	4
121982040003002	1013	Lethbridge Ave	0.24	3
121982040003003	1019	Lethbridge Ave	0.24	3
121982040004001	3529	Hanstead St	0.23	3
121982040004002	3517	Hanstead St	0.22	3
121982040004003	3505	Hanstead St	0.3	4
121982050001001	1025	Lethbridge Ave	0.23	3
121982050001002	1031	Lethbridge Ave	0.25	3
121982050001003	1037	Lethbridge Ave	0.26	4
121982050001004	1041	Lethbridge Ave	0.22	3
121982050001005	1045	Lethbridge Ave	0.23	3
121982050001006	1049	Lethbridge Ave	0.23	3
121982050002001	3596	Hanstead St	0.34	4
121982050002002	3588	Hanstead St	0.26	4
121982050002003	3580	Hanstead St	0.26	4
121982050002004	3572	Hanstead St	0.26	4
121982050002005	3560	Hanstead St	0.26	4
121982050002006	3548	Hanstead St	0.28	4
121982050002007	3534	Hanstead St	0.31	4
121982050003001	1046	Lethbridge Ave	0.29	4
121982050003002	3583	Hanstead St	0.22	3
121982050003003	3575	Hanstead St	0.22	3
121982050003004	3561	Hanstead St	0.24	3
121982050003005	3549	Hanstead St	0.23	3
121982050003006	3535	Hanstead St	0.22	3
121982060001001	1115	Kensington Way	0.26	4
121982060001002	1127	Kensington Way	0.19	3
121982060001003	1094	Cromwell Ct	0.22	3
121982060001004	1076	Cromwell Ave	0.34	4
121982060001005	1030	Cromwell Ave	0.27	4
121982060001006	1009	Cromwell Ave	0.37	4
121982060001007	1041	Cromwell Ave	0.29	4
121982060001008	1069	Cromwell Ave	0.27	4
121982060001009	1093	Cromwell Ave	0.29	4
121982060001010	1096	Lethbridge Ave	0.28	4
121982060002001	1097	Lethbridge Ave	0.26	4
121982060003001	1172	Kensington Way	0.32	4
121982060003002	1168	Kensington Way	0.31	4
121982060003003	1164	Kensington Way	0.31	4
121982060003004	1158	Kensington Way	0.33	4
121982060003005	1109	Cromwell Ave	0.25	3

EXHIBIT A

Parcel	House #	Street Name	County Acreage	Tier
121982060003006	1123	Cromwell Ave	0.24	3
121982060004001	1140	Kensington Way	0.25	3
121982060004002	1122	Cromwell Ave	0.21	3
121982070001001	3455	Nottingham St	0.27	4
121982070001002	3471	Nottingham St	0.29	4
121982070001003	3503	Nottingham St	0.31	4
121982070001004	3507	Nottingham St	0.31	4
121982070001005	3511	Nottingham St	0.3	4
121982070001006	3515	Nottingham Dr	0.3	4
121982070001007	3519	Nottingham St	0.3	4
121982070001008	3523	Nottingham St	0.3	4
121982070001009	3527	Nottingham St	0.3	4
121982070001010	3531	Nottingham St	0.3	4
121982070001011	3537	Nottingham St	0.3	4
121982070001012	3541	Nottingham St	0.34	4
121982070001013	3609	Windsor Ct	0.33	4
121982070001014	3621	Windsor Ct	0.28	4
121982070001015	3643	Windsor Ct	0.28	4
121982070001016	3661	Windsor Ct	0.28	4
121982070001017	3677	Windsor Ct	0.47	5
121982070001018	3691	Windsor Ct	0.37	4
121982070001019	3678	Windsor Ct	0.32	4
121982070001020	3660	Windsor Ct	0.34	4
121982070001021	3642	Windsor Ct	0.27	4
121982070001022	3569	Nottingham Dr	0.25	3
121982070001023	3575	Nottingham St	0.2	3
121982070001024	3583	Nottingham St	0.22	3
121982070001025	3595	Nottingham Dr	0.26	4
121982070002001	3605	Nottingham Dr	0.24	3
121982070003001	3604	Nottingham Dr	0.26	4
121982070003002	1189	Kensington Way	0.26	4
121982070003003	1185	Kensington Way	0.26	4
121982070003004	1181	Kensington Way	0.23	3
121982070003005	1177	Kensington Way	0.3	4
121982070003006	1173	Kensington Way	0.29	4
121982070004001	3548	Regent St	0.23	3
121982070004002	3554	Regent St	0.28	4
121982070004003	3560	Regent St	0.26	4
121982070004004	3566	Regent St	0.26	4
121982070004005	3572	Regent St	0.26	4
121982070004006	3580	Regent St	0.26	4
121982070004007	3582	Nottingham Dr	0.34	4

EXHIBIT A

Parcel	House #	Street Name	County Acreage	Tier
121982070004008	1196	Kensington Way	0.25	3
121982070004009	1186	Kensington Way	0.24	3
121982070004010	1178	Kensington Way	0.28	4
121982070005001	1138	Cromwell Ave	0.23	3
121982070005002	3534	Regent St	0.24	3
121982070005003	3528	Regent St	0.28	4
121982070005004	3520	Regent St	0.4	4
121982070005005	3512	Regent St	0.28	4
121982070005006	3504	Regent St	0.26	4
121982070006001	3504	Nottingham St	0.26	4
121982070006002	3508	Nottingham St	0.21	3
121982070006003	3512	Nottingham St	0.21	3
121982070006004	3518	Nottingham St	0.21	3
121982070006005	3522	Nottingham St	0.21	3
121982070006006	3526	Nottingham St	0.21	3
121982070006007	3530	Nottingham St	0.21	3
121982070006008	3536	Nottingham St	0.21	3
121982070006009	3558	Nottingham Dr	0.26	4
121982070006010	3595	Regent St	0.28	4
121982070006011	3581	Regent St	0.21	3
121982070006012	3569	Regent St	0.21	3
121982070006013	3561	Regent St	0.21	3
121982070006014	3555	Regent St	0.21	3
121982070006015	3547	Regent St	0.21	3
121982070006016	3543	Regent St	0.21	3
121982070006017	3537	Regent St	0.21	3
121982070006018	3525	Regent St	0.31	4
121982080000001	3715	Nottingham Dr	0.2	3
121982080000002	3716	Chadwick St	0.26	4
121982080000003	3708	Chadwick St	0.24	3
121982080000004	3702	Chadwick St	0.28	4
121982080000005	1052	Lethbridge Ave	0.31	4
121982080000006	1058	Lethbridge Ave	0.28	4
121982080000007	1064	Lethbridge Ave	0.32	4
121982080000008	1070	Lethbridge Ave	0.22	3
121982080000009	1076	Lethbridge Ave	0.24	3
121982080000010	1082	Lethbridge Ave	0.24	3
121982080000011	1088	Lethbridge Ave	0.24	3
121982080000012	1091	Lethbridge Ave	0.29	4
121982080000013	1083	Lethbridge Ave	0.31	4
121982080000014	1075	Lethbridge Ave	0.49	5
121982080000016	3713	Chadwick St	0.2	3

EXHIBIT A

Parcel	House #	Street Name	County Acreage	Tier
121982080000017	3719	Chadwick St	0.22	3
121982080000018	3690	Nottingham Dr	0.27	4
121982080000019	3684	Nottingham Dr	0.3	4
121982080000020	3676	Nottingham Dr	0.3	4
121982080000021	3668	Nottingham Dr	0.2	3
121982080000022	3660	Nottingham Dr	0.19	3
121982080000023	3652	Nottingham Dr	0.22	3
121982080000024	3638	Nottingham Dr	0.22	3
121982080000025	3624	Nottingham Dr	0.21	3
121982080000026	3610	Nottingham Dr	0.22	3
121982080000027	3611	Nottingham Dr	0.22	3
121982080000029	3623	Nottingham Dr	0.28	4
121982080000030	3629	Nottingham Dr	0.27	4
121982080000031	3635	Nottingham Dr	0.26	4
121982080000032	3641	Nottingham Dr	0.23	3
121982080000033	3647	Nottingham Dr	0.25	3
121982080000034	3653	Nottingham Dr	0.31	4
121982080000035	3659	Nottingham Dr	0.42	4
121982080000036	3665	Nottingham Dr	0.28	4
121982080000037	3801	Emerald St	0.3	4
121982080000038	3809	Emerald St	0.26	4
121982080000039	3817	Emerald St	0.26	4
121982080000040	1255	Kensington Way	0.61	5
121983050001001	1210	Kensington Way	0.27	4
121983050001002	1206	Kensington Way	0.24	3
121983050002001	1209	Kensington Way	0.28	4

Please Return Recorded Document to:

Kennewick Irrigation District
Executive Administrative
Manager
2015 S. Ely Street
Kennewick, WA 99337

IRRIGATION FACILITIES TAKEOVER AGREEMENT

This Agreement for the takeover of irrigation facilities ("Agreement") is made this 20th day of May, 2025 ("effective date"), between the **Kennewick Irrigation District** ("KID"), an irrigation district of the State of Washington formed and operated pursuant to RCW 87.03, and **Brookshire Estates Homeowners Association** ("BEHA"), a Washington nonprofit corporation, together, "the Parties". Under this agreement, KID will receive ownership of BEHA's irrigation system.

KID Policy and Procedure 4.23, "Irrigation District Take-Over", enables KID to take over a pressurized irrigation system and its components if certified by the KID District Engineer that the system meets KID standard specifications and the requirements of Policy and Procedure 4.23;

BEHA is a homeowners association that owns, operates, and maintains an irrigation system installed through the subdivision process that consists of the following improvements—an irrigation pond, two pump stations, pipelines, valves, blow-offs, and appurtenant irrigation components (hereinafter, "Brookshire Estates irrigation system")—and is located on the property more particularly described and shown in **Exhibit A** BEHA utilizes an irrigation supply line of 8-inch diameter PVC pipe which runs approximately 2,100 feet from KID's Badger East 12.5 Turnout weir box, under West Interstate-182, into the irrigation pond located at 1110 Kensington Way (the "irrigation supply line").

The Brookshire Estates irrigation system is not currently owned, operated, or maintained by KID and, as such, is currently designated by KID as a Private Line Area as defined in KID Policy 8.2;

KID conducted an advisory vote of the 274 residents and one business benefiting from the Brookshire Estates irrigation system. The vote informed the KID Board of Directors on the level of interest in the transfer of the Brookshire Estates irrigation system to KID. The vote closed on December 10, 2021: ninety-seven (97) respondents voted in favor of KID taking over the irrigation system, twenty-one (21) voted against the takeover, and 157 property owners did not vote.

The KID District Engineer has read and reviewed the specifications and installation inspections for the Brookshire Estates irrigation system and finds they satisfy the criteria established in KID Policy 8.2.

Now, therefore, the Parties agree to the following:

1. BEHA shall:

- a. Dedicate the Brookshire Estates Irrigation System to KID.
- b. Continue to maintain the irrigation pond and surrounding grounds in a manner consistent with historical activities completed by BEHA, including, but not limited to, mowing, landscaping, care of grass and trees, sprinkler operation and maintenance, pond treatments and maintenance, and any other activity historically completed by BEHA;
- c. Pay for any fees including, but not limited to, title reports, fees for escrow services, recording fees, and, if applicable, any excise tax;
- d. Assist KID with technical expertise related to the BEHA irrigation system for the 2025 irrigation water season;
- e. Pay KID \$25,000 by June 30, 2025, an amount mutual agreed upon by BEHA and KID; and
- f. Pay KID \$75,000 by April 1, 2026 an amount mutually agreed upon as a contribution from BEHA to help offset the cost of capital construction of replacement facilities to abandon the irrigation supply line.

2. KID shall:

- a. After the dedication of the Brookshire Estates Irrigation system to KID, maintain and operate the irrigation system in accordance with KID policies and procedures;
- b. Construct replacement facilities for the irrigation supply line with the goal of substantial completion prior to the 2026 irrigation season, subject to reasonable or unavoidable delays, including, but not limited to labor disputes, fire, unusual delay in transportation, permitting, drought mitigation measures, or any causes beyond the KID's control;
- c. Decommission the pump stations, which will include the removal of the above-ground pump station components and below ground pumps; the capping of pipelines as necessary; abandonment in place of the in-pond facilities and existing pump vault. Any appurtenances shall be recovered by KID and repurposed.;
- d. Decommission the irrigation supply pipeline in coordination with the capital construction identified in 2.b.

3. *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.

4. *Disputes, Default, Breach, Mediation, and Arbitration.* In the event either Party alleges any default or breach against the other arising out of this Agreement and it is unable to resolve the same by direct negotiation within thirty (30) 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.

5. **Controlling Law, Jurisdiction, and Venue.** This Agreement shall be interpreted under the laws of the State of Washington. 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.
6. **Notices.** All notices shall be hand delivered; sent by facsimile or electronic mail; certified mail, return receipt requested; or a nationwide overnight air courier service to the parties at the following addresses or facsimile number or to such other or further addresses or facsimile numbers as the parties may hereafter designate by like notice similarly sent.

Kennewick Irrigation District
ATTN: Jason McShane, P.E.
2015 S. Ely Kennewick Ave.
Kennewick, WA 99337
Facsimile: 509-586-7663
jmcshane@kid.org

BEHA
ATTN: Michael (Tony) Huiatt, President
3019 Duportail St, #120
Richland, WA 99352
Phone: (509)378-5306
Brookshire.HOA.President@gmail.com

7. **Counterparts.** This Agreement may be executed in any number of counterparts which together shall constitute the Agreement. Executed signature pages of this Agreement transmitted via facsimile or electronic mail shall be valid and binding as original signatures and shall be considered an agreement of the respective parties to fully execute and deliver originally signed copies of this Agreement.
8. **Authority.** Each person signing this Agreement warrants that he or she has the capacity, full power and authority to enter into and consummate the transaction contemplated herein on his or her own behalf or on behalf of the party he or she represents, as appropriate. This Agreement inures to the benefit of and is binding upon the parties and their beneficiaries, successors in interest, and assignees.
9. **Scrutiny.** This Agreement has been submitted to the scrutiny of the 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 this being drafted by or for one of the parties.
10. **Survival of Agreement.** All provisions of this Agreement shall survive closing and shall inure to the benefit of and bind the respective Parties and their successors and assigns.

IN WITNESS WHEREOF, the Parties execute this Agreement as follows:

Kennewick Irrigation District

By: [Signature]
Shane Leonard, Secretary Manager



Date: 5/20/25

By: [Signature]
Kirk Rathbun, President of the Board of Directors

Date: 5-20-2025

As approved by Resolution of the Board of Directors in a regularly scheduled Board meeting on May 20, 2025.

STATE OF WASHINGTON)
: ss.
COUNTY OF BENTON)

This record was acknowledged before me on the 20th day of May, 2025, by Shane Leonard, as Secretary Manager of Kennewick Irrigation District, and Kirk Rathbun, as President of the Board of Directors of Kennewick Irrigation District.

[Signature]
Notary Public in and for the State of Washington

My commission expires: 2/16/27

Brookshire Estates Homeowner Association

By: [Signature]
Michael (Tony) Huiatt, President



Date: 5/20/25

STATE OF WASHINGTON)
: ss.
COUNTY OF BENTON)

This record was acknowledged before me on the 20th day of May, 2025, by Michael (Tony) Huiatt, as President of the Brookshire Estates Homeowners Association.

[Signature]
Notary Public in and for the State of Washington

My commission expires: 2/16/27