

Please return to:

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

KENNEWICK IRRIGATION DISTRICT RESOLUTION 2025-32

Authorization for System Take-Over of the Ken Acres 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 Ken Acres private line area (PLA).

SECTION 1. RECITALS AND FINDINGS.

- 1.1** The Ken Acres Private Line Area (PLA) encompasses 33 parcels in West Richland, Washington bound to the east by Watkins Way, W Lattin Road to the north, and Kennedy Road to the south.
- 1.2** Per KID Policy 8.2, Private Line Areas, KID Staff has determined the PLA is classified as a Category 3 (Type B) system and qualifies for a system take-over to KID.
- 1.3** An assessment adjustment from the non-pressurized base rate to the pressurized base rate is needed for parcels shown in **Exhibit A**.
- 1.4** The owner of the private irrigation system, Ken Acres Homeowners Association, has requested KID takeover ownership of the irrigation system.
- 1.5** The Board of Directors of Kennewick Irrigation District met in regular session on October 21, 2025, with a quorum present.
- 1.6** The attached **Irrigation Facilities Takeover Agreement** will be executed to transfer ownership of the Private Line Area from Ken Acres 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 Ken Acres Private Line Area is hereby authorized.
- 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.
- 2.3 Shane Leonard, District Manager, is hereby authorized to execute the attached **Irrigation Facilities Takeover Agreement**.

RESOLUTION 2025-32 IS HEREBY ADOPTED by the Board of Directors of Kennewick Irrigation District, Benton County, Washington, at a regular open public meeting thereof this 21st day of October, 2025.



Kirk Rathbun, President



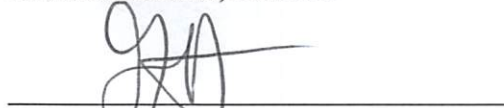
Gene Huffman, Vice President



David McKenzie, Director



Arland Ward, Director



Griffin Hanberg, Director

EXHIBIT A

Parcel	House #	Street Name	County Acreage	Tier
118984050000030	5600	Kenra Loop	0.34	4
118984050000013	5503	Kenra Loop	0.34	4
118984050000014	5601	Kenra Loop	0.34	4
118984050000015	5603	Kenra Loop	0.34	4
118984050000016	5605	Kenra Loop	0.34	4
118984050000017	5701	Kenra Loop	0.34	4
118984050000018	5703	Kenra Loop	0.35	4
118984050000002	5102	Kenra Loop	0.35	4
118984050000003	5200	Kenra Loop	0.35	4
118984050000004	5202	Kenra Loop	0.35	4
118984050000005	5204	Kenra Loop	0.35	4
118984050000006	5300	Kenra Loop	0.35	4
118984050000031	5602	Kenra Loop	0.35	4
118984050000009	5400	Kenra Loop	0.35	4
118984050000010	5402	Kenra Loop	0.36	4
118984050000008	5304	Kenra Loop	0.36	4
118984050000012	5501	Kenra Loop	0.36	4
118984050000032	5604	Kenra Loop	0.36	4
118984050000026	4103	Wenview Ct	0.37	4
118984050000023	4100	Wenview Ct	0.37	4
118984050000001	5100	Kenra Loop	0.38	4
118984050000027	4101	Wenview Ct	0.38	4
118984050000025	4104	Wenview Ct	0.38	4
118984050000028	5301	Kenra Loop	0.39	4
118984050000022	5101	Kenra Loop	0.39	4
118984050000007	5302	Kenra Loop	0.39	4
118984050000019	4107	Watkins Way	0.4	4
118984050000020	4105	Watkins Way	0.4	4
118984050000021	4103	Watkins Way	0.4	4
118984050000011	5500	Kenra Loop	0.41	4
118984050000029	5401	Kenra Loop	0.41	4
118984050000024	4102	Wenview Ct	0.48	5
118984012755001	5429	W Lattin Rd	2.22	8

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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 31st day of October, 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 **Ken Acres Homeowners Association** (“KAHA”), a Washington nonprofit corporation, together, “the Parties”. Under this agreement, KID will receive ownership of KAHA’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;

KAHA 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, pump station, pipelines, valves, blow-offs, and appurtenant irrigation components (hereinafter, “Ken Acres irrigation system”)—and is located on the property more particularly described and shown in **Exhibit A**. KAHA utilizes an irrigation supply line of 6-inch diameter PVC pipe which runs approximately 600 feet from KID’s Badger East 15.7 Turnout into the irrigation pond located at 5429 W Lattin Road (the “irrigation supply line”).

The Ken Acres 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 33 residents from the Ken Acres irrigation system. The vote informed the KID Board of Directors on the level of interest in the transfer of the Ken Acres irrigation system to KID. The vote closed on September 18, 2025: twenty-one (21) respondents voted in favor of KID taking over the irrigation system, zero (0) voted against the takeover, and 12 voters did not vote.

The KID District Engineer has read and reviewed the Ken Acres PLA Conversion Report and as-built records for the Ken Acres irrigation system and finds they satisfy the criteria established in KID Policy 8.2.

Now, therefore, the Parties agree to the following:

1. **KAHA shall:**
 - a. Dedicate the Ken Acres Irrigation Pressurized Pipe Network to KID.
 - b. Pay for any fees including, but not limited to, title reports, fees for escrow services, recording fees, and, if applicable, any excise tax;
 - c. Assist KID with technical expertise related to the KAHA irrigation system for the 2026 irrigation water season;
 - d. Pay KID up to \$44,000, an amount mutually agreed upon as a maximum contribution from KAHA to help offset the cost of connecting the pressurized pipe network to the adjacent PSA 194 system. Final contribution will be based on actual construction costs.

2. **KID shall:**
 - a. After the dedication of the Ken Acres irrigation system to KID, maintain and operate the irrigation system in accordance with KID policies and procedures;
 - b. Connect the pressurized pipe network to the adjacent PSA 194 system 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. Cap pipelines as necessary; abandon in place the in-pond facilities and existing pump station. 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
2015 S. Ely Kennewick Ave.
Kennewick, WA 99337
Facsimile: 509-586-7663
jmcshane@kid.org

KAHA

ATTN: Timothy Hill, President
4104 Wenview Ct
West Richland, WA 99353
Phone: (509)778-3272
hillresidence28@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] Date: 11/18/25
Shane Leonard, Secretary Manager

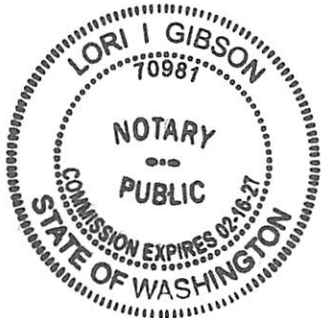
By: [Signature] Date: 11/18/25
FOR Kirk Rathbun, President of the Board of Directors

As approved by Resolution of the Board of Directors in a regularly scheduled Board meeting on October 21, 2025.

STATE OF WASHINGTON)
 : ss.
County of Benton)

On the 18th day of November, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, certify that I know or have satisfactory evidence that Shane Leonard & Gene Huffman, ~~an~~ authorized agents of Kennewick Irrigation District, ~~that~~ executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said Irrigation District, for the uses and purposes therein mentioned, ~~and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.~~

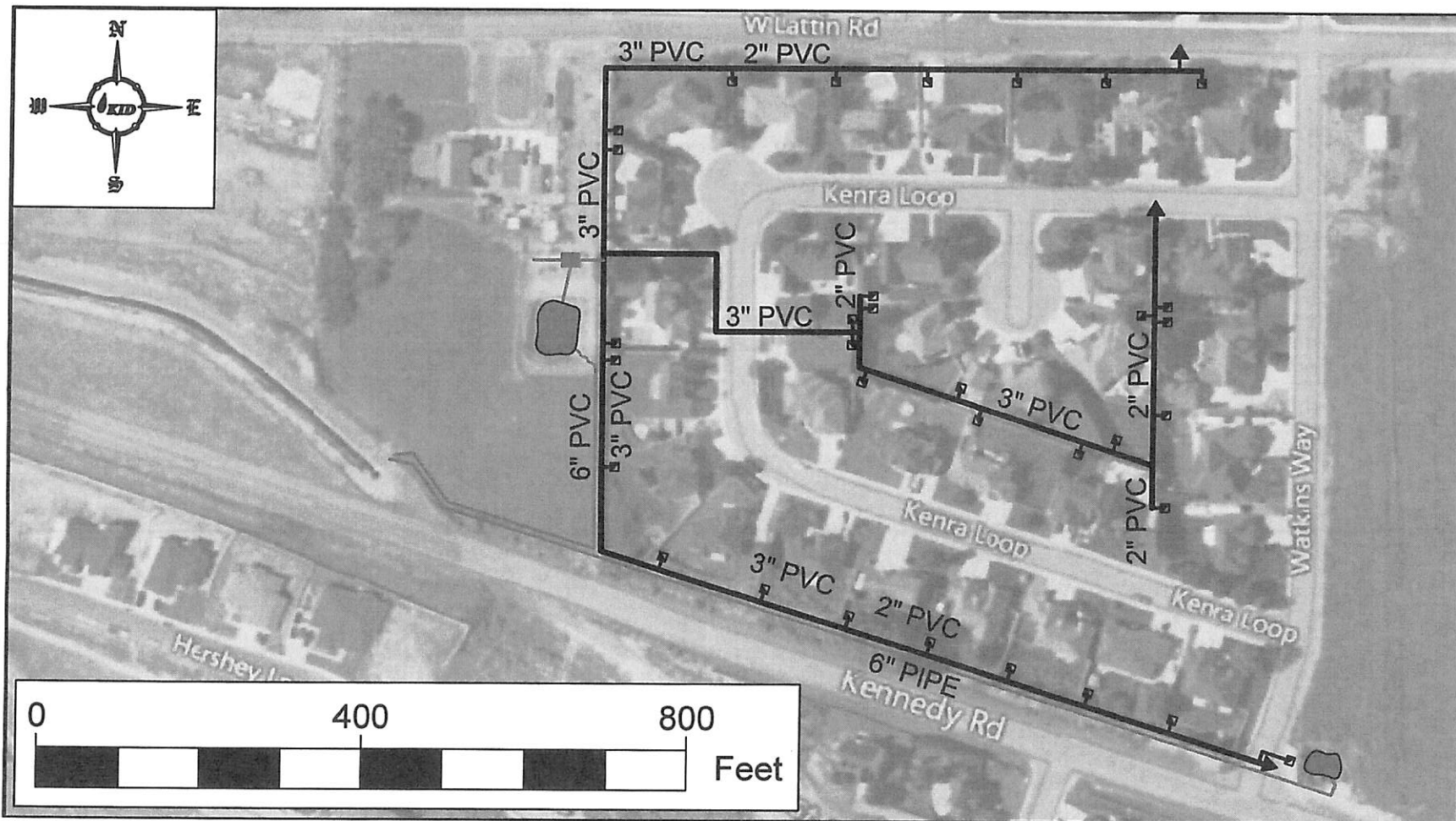
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]

Notary Public in and for the State of Washington,
residing at Kennewick, WA

My commission expires on: 2/16/27



Legend







-  Pipeline to be Taken Over
-  Pipeline to Remain Private
-  Blowoff Assembly
-  Service
-  Private Pump Station
-  Private Pond

Exhibit A

The Kennewick Irrigation District does not warrant, guarantee, or accept any liability for the accuracy, precision, or completeness of any information shown or described herein or for any inferences made therefrom. Any use of this information is solely at the risk of the user.

