



**FRANKLIN COUNTY RESOLUTION \_\_\_\_\_**

**BEFORE THE BOARD OF COMMISSIONERS OF  
FRANKLIN COUNTY WASHINGTON**

***AGREEMENTS FOR PERMANENT RELEASE OF WATER ALLOTMENT***

**WHEREAS**, There are eight locations: 1) The lands herein described contain an area of 24.7 acres, more or less, the specific details concerning all of which are to be found in the certain map of definite location titled R-170 LANDSLIDE AREA – CRP 596 and lies within Irrigation Block 019, Farm Units 020, 026, 029, 136, 146, 159, 178 and 192. 2) now of record and on file in the office of the Franklin County Public Works Department, and

**WHEREAS**, Franklin County is being assessed annually, by the South Columbia Basin Irrigation District (SCBID), for acreage that is encumbered by a county road and is deemed un-irrigable.

**WHEREAS**, pursuant to Article 10(d) of the December 18, 1968 Repayment Contract between SCBID and the United States of America, the Agreements for Permanent Release of Water Allotment will provide for the removal of all assessment costs to the county for property that is no longer irrigable, and allow SCBID to reallocate this acreage to irrigable lands within their district; and

**WHEREAS**, SCBID has provided Franklin County with standard Agreements for the Release of Water Allotment, and these agreements accurately represent the properties in question, and provide the appropriate information for such release.

**WHEREAS**, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

**WHEREAS**, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreements as being in the best interest of Franklin County:

**NOW, THEREFORE, BE IT RESOLVED** that Board of Franklin County Commissioners hereby approves the attached Agreements for Permanent Release of Water Allotment between Franklin County and South Columbia Basin Irrigation District.

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Franklin County Commissioners be, and hereby is, authorized to sign the attached Agreements for Permanent Release of Water Allotment between Franklin County and South Columbia Basin Irrigation District on behalf of Franklin County.

**APPROVED** this 3rd day of November, 2020.

**BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair Pro Tem

Attest: \_\_\_\_\_

Clerk of the Board

\_\_\_\_\_  
Member

**COLUMBIA BASIN PROJECT  
SOUTH COLUMBIA BASIN IRRIGATION DISTRICT**

**AGREEMENT FOR PERMANENT RELEASE OF WATER ALLOTMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between the  
**SOUTH COLUMBIA BASIN IRRIGATION DISTRICT**, hereinafter called the "**DISTRICT**," and

**FRANKLIN COUNTY**

hereinafter called the "LANDOWNER,"

WITNESSETH, that:

1. WHEREAS, the LANDOWNER owns land in the DISTRICT described as follows:

All that portion of the hereinafter described PARCEL A lying northerly of the following described Line 1:

Line 1: Beginning at a point on County Engineer's Station (hereinafter referred to as CES) 563+77.23 of R-170 Road; thence southerly to a point opposite CES 563+77.23 and 44.00 feet southerly therefrom; thence South 89°50'47" East for a distance of 266.20 feet to a point opposite Station Equation CES 566+45.52 PC of R-170 Road and CES 100+00.00 of Klamath 2 Road and 44.69 feet southerly therefrom; thence North 89°56'57" East for a distance of 786.12 feet to a point opposite CES 107+84.03 of Klamath 2 Road and 44.00 feet southerly therefrom; thence South 89°47'14" East for a distance of 449.92 feet to a point opposite CES 112+33.95 and 45.70 feet southerly therefrom; thence northerly to a point on CES 112+34.23 and the end of this line description. Lengthening and shortening said Line 1 so as to terminate on the bounds of hereinafter described PARCEL A.

The lands herein described contain an area of 1.53 acres, more or less, the specific details concerning all of which are to be found in the certain map of definite location titled R-170 LANDSLIDE AREA - CRP 596, now of record and on file in the office of the Franklin County Public Works Department.

**PARCEL A**

Farm Unit 146, Irrigation Block 19, Columbia Basin Project, Washington, as shown on the Seventh Revision to the Farm Unit Plat of said Block as recorded in Franklin County on August 14, 1962.

**PARCEL NUMBER:**

**019-146-002-03200-0**

**COUNTY TAX PARCEL NUMBER:**

<b>Irrigation Block</b>	<b>019</b>	<b>Farm Unit</b>	<b>146</b>
<b>Gross Acres</b>	<b>1.5</b>	<b>Irrigable Acres</b>	<b>.5</b>
<b>Released Repayment Class 1</b>		<b>Released Water Duty Class A</b>	
<b>Released Repayment Class 2</b>		<b>Released Water Duty Class B</b>	
<b>Released Repayment Class 3</b>	<b>.5</b>	<b>Released Water Duty Class C</b>	<b>.5</b>
<b>Released Repayment Class 4</b>		<b>Released Water Duty Class D</b>	
		<b>Total Allotment - Acre Feet</b>	

2. WHEREAS, the irrigable acreage of said land has been assessed annually by the DISTRICT under the provisions of the Federal Reclamation Laws and the December 18, 1968 Repayment Contract between the United States of America and the DISTRICT, which require payment of construction and annual irrigation system operation and maintenance costs on account of the acreage so determined; and

3. WHEREAS, the LANDOWNER, by execution hereof, requests that the irrigation water allotment be permanently terminated as to the irrigable acres of the above-described land, and the granting of such request on the conditions hereinafter stated appears to be in the best interests of the DISTRICT; and

4. WHEREAS, Article 10(d) of the December 18, 1968 Repayment Contract between the United States of America and the DISTRICT provides for substitution of lands found to be irrigable within the DISTRICT, acre for acre, for lands found to be non-irrigable within the DISTRICT, and irrigable land is presently available in the DISTRICT for such substitution;

NOW, THEREFORE, in consideration of the covenants and stipulations hereinafter stated, the parties hereto mutually agree as follows:

5. The LANDOWNER hereby expressly waives any right now or hereafter acquired with respect to future irrigation service and water delivery for the land described herein and hereby releases the water allotment heretofore applicable as determined by the Secretary of the Interior.

6. The DISTRICT, pursuant to Article 10(d) of the December 18, 1968 Repayment Contract, hereby finds said land to be non-irrigable, and in consideration of the release of the water allotment hereby made, relieves said land from further assessment by the DISTRICT.

7. Subject to the Federal Reclamation Laws and the December 18, 1968 Repayment Contract, as the same may be amended, the provisions of this Agreement shall be binding on the parties hereto and the heirs, devisees, successors, legal representatives, and assigns of the LANDOWNER and the successors and assigns of the DISTRICT, and all such provisions contained herein shall be covenants that run with and bind the land described in Article 1 herein.

8. This Agreement shall be effective upon execution by the DISTRICT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

LANDOWNER:

\_\_\_\_\_

**SOUTH COLUMBIA BASIN  
IRRIGATION DISTRICT**

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President Maurice Balcom

Representative of  
South Columbia Basin Irrigation District

STATE OF WASHINGTON                    )  
  ) ss.  
County of Franklin                     )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2020, personally appeared before me **Maurice Balcom** and **Dave Solem**, to me known to be the President and Secretary, respectively, of South Columbia Basin Irrigation District, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal the day and year in this certificate above written.

(SEAL)

\_\_\_\_\_  
Notary Public in and for the  
State of Washington, residing at

\_\_\_\_\_  
My commission expires

STATE OF WASHINGTON        )  
  ) ss.  
County of Franklin            )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2020, personally appeared before me, \_\_\_\_\_ to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year in this certificate first written.

(SEAL)

\_\_\_\_\_  
Notary Public in and for the  
State of Washington, residing at

\_\_\_\_\_  
My commission expires