

EAST COLUMBIA BASIN IRRIGATION DISTRICT

55 North 8th
P.O. Box E

OTHELLO, WASHINGTON 99344

Phone 509 488 9671
Fax 509 488 6433

January 23, 2004

Mr. John Christensen
City of Moses Lake
PO Box 1579
Moses Lake, WA 98837

Dear Mr. Christensen:

Enclosed is a copy of the Agreement for Permanent Release of Water Allotment document for 0.1 acres in Block 41, Farm Unit 87, identified by the City as Well #18 Site. This release has been completed and there will be no further assessments for this property.

The document, executed by the City and the District, has been recorded at the office of the Grant County Auditor in Ephrata.

Sincerely,



Janice DeBoer
Water Records Supervisor

Enclosure

cc: USBR

RECEIVED

Orig - Judy T ✓
cc - Well 18 Pump House File B364
cc - Corvaton
Life Station
file
JAN 26 2004
MUNICIPAL SERVICES DEPT
ENGINEERING
CITY OF MOSES LAKE C104
jm



Return to:
East Columbia Basin Irrigation District
P.O. Box E
Othello, WA 99344

AGREEMENT FOR PERMANENT RELEASE OF WATER ALLOTMENT

City of Moses Lake
Block 41, Portion of Farm Unit 87
APN: 19-0478-000

COLUMBIA BASIN PROJECT
EAST COLUMBIA BASIN IRRIGATION DISTRICT

THIS CONTRACT, made this 7th day of January, 2004, between the EAST COLUMBIA BASIN IRRIGATION DISTRICT, hereinafter called the District, and City of Moses Lake hereinafter called the Landowner, WITNESSETH, That:

2. WHEREAS, the Landowner owns land in the District described as follows:

A portion of Farm Unit 87, Irrigation Block 41, Columbia Basin Project, described as follows: Beginning at a point 40 feet South and 113.24 feet West of the NE corner of Section 19, Township 19 North, Range 29 East, W.M., and running thence South 28°46'36" West 57 Feet; thence East 79 feet; thence North 50 feet; thence West 52 feet, more or less, to the point of beginning; including any right, title or interest in any land underlying any street, road or avenue adjoining the land as shown crosshatched on Exhibit A, attached hereto and incorporated herein by reference

which has a water allotment as a part of the water supply available through the District to an irrigation block of the Columbia Basin Project; and

3. 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 and the District, which require payment of construction and annual irrigation system operation and maintenance costs on account of the acreage so determined; and

4. 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

5. WHEREAS, Article 10(d) of the December, 1968 Repayment Contract between the District and the United States provides that the irrigable area within the District may be revised from time to time by the District by substitution of lands found to be susceptible of irrigation within the District, acre for acre, for lands found to be non irrigable or by the addition to or reduction of irrigable lands within the District,

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

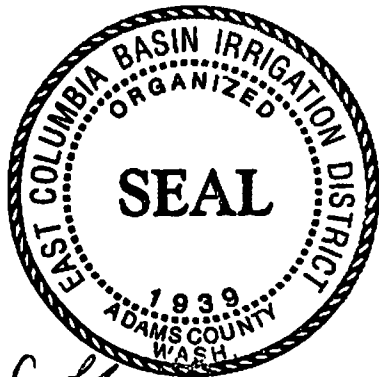
6. The Landowner hereby expressly waives any right with respect to future irrigation service and water delivery for the land described herein and hereby releases the water allotment heretofore applicable in accordance with the certificate of the Secretary of Interior dated 12-12-62, recorded with the Auditor of Grant County, Washington on 12-28-62, Book 3E CB Doc, Pages 557-563 to the land described herein which contains 0.1 irrigable acres, more or less.

7. 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.

8. Subject to Federal Reclamation Laws and the December 18, 1968 Repayment Contract as the same may be amended, the provisions of this contract shall be binding on the parties hereto and the heirs, devisees, successors and assigns of the District, and all provisions contained herein shall be covenants that run with and bind the land described herein.

9. 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.



ATTEST:

Rick K. Knicker
Secretary

Landowner:

Janet L. ...
City of Moses Lake

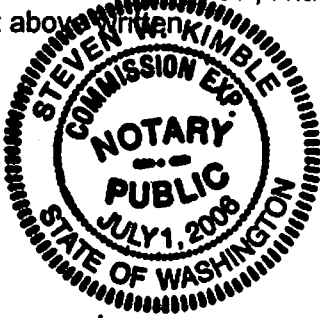
EAST COLUMBIA BASIN IRRIGATION DISTRICT

By *Doug Henderson*
Resident

STATE OF WASHINGTON
County of Adams

I, the undersigned, Notary Public in and for the said State, do hereby certify that on this 7th day of January, 2004, personally appeared before me Doug Hendrickson, and Richard L. Erickson, to me known to be the President and Secretary, respectively, of the East Columbia Basin Irrigation District that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said District, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the District seal.

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



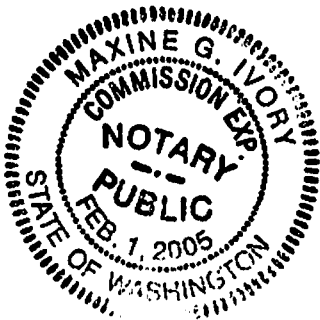
Steven W. Kimble
Notary Public in and for the
State of Washington, residing at Warden

My Commission Expires: 7-1-08

STATE OF Washington
County of Grant

I certify that I know or have satisfactory evidence that Joseph K. Gavinski is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the City Manager of the City of Moses Lake to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN TO before me this 3rd day of December.



Maxine G. Ivory
Notary Public in and for the State of Washington
residing at

My Commission expires: 2/1/05



1141368
Page: 4 of 4

01/12/2004 10:28A

CITY OF MOSES LAKE

AG

22.00 Grant Co Aud



1"=400'

