

LAKE CHELAN RECLAMATION DISTRICT
AGREEMENT
PERMANENT RELEASE OF WATER ALLOTMENT

THIS CONTRACT, made this ____ day of _____, 20____ between the LAKE CHELAN RECLAMATION DISTRICT, hereinafter called "the District", and _____, hereinafter called "the Landowner",

WITNESSETH, That:

1. WHEREAS, the Landowner owns land within the boundaries of the District including any right, title or interest in any land underlying any street, road or avenue adjoining the land as shown on Exhibit "A", attached hereto and incorporated herein by reference and described as follows:

Units of Benefit: (UOB) _____, Parcel: _____
Legal: _____

Which has a water allotment as a part of the water supply available through the District.

2. 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
3. WHEREAS, the Bylaws, Rules and Regulations of the Lake Chelan Reclamation District provides that the irrigable area within the District may be revised from time to time by the District by substitution, acre for acre, for lands previously classified as non-irrigable or 6I,

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

1. The Landowner hereby expressly waives any right with respect to future irrigation service and irrigation water delivery for the land described herein and hereby releases the irrigation water allotment heretofore applicable in accordance with the detailed land classification maps maintained by the District as revised, to the land described herein which contains _____ irrigable acres, more or less.
2. The District hereby finds said land to be classified as 6I and in consideration of the release of the water allotment hereby made, relieves said land from further assessment by the District.
3. 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.

This agreement shall be effective upon execution by the District.

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

LANDOWNER:

Printed Name: _____ Printed Name: _____

STATE OF WASHINGTON)
) ss
COUNTY OF _____)

I, _____, A Notary Public in and for the State and County aforesaid, do hereby certify that on this ___ day of _____, 20___, personally appeared before me _____ personally known to me to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that _____ executed, signed and sealed the same as _____ free and a voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and seal the day and year first above written.

Notary Public in and for the State of Washington,
Residing in the City of _____
My commission expires: _____

LAKE CHELAN RECLAMATION DISTRICT

By: _____
President

ATTEST: _____
Secretary-Manager

STATE OF WASHINGTON)
) ss
COUNTY OF _____)

On this _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____, to me known to be the President and Secretary Manager, respectively, of Lake Chelan Reclamation District, the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

Witness my hand and seal the day and year first above written.

Notary Public in and for the State of Washington,
Residing in the City of _____
My commission expires: _____

EXHIBIT "A"