

## IRRIGATION DISTRIBUTION AGREEMENT

This Agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
**LAKE CHELAN RECLAMATION DISTRICT** (herein "District") and \_\_\_\_\_  
 \_\_\_\_\_ (the Developer), for \_\_\_\_\_ (Project Name).

Developer Name: \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

### RECITALS

- A. DEVELOPER is the owner real property located in Chelan County, Washington, and legally described as follows (the "Property"): **Attach Exhibit "A"**
- B. DEVELOPER will install a private distribution system of pipes and appurtenances for the above-described property to enable the delivery of Federal Irrigation water from the District's existing water mains to the development; **Attach Exhibit "B"**
- C. DISTRICT will approve the proposed distribution system plan and furnish said water upon the Developer's full compliance with the terms, conditions and covenants of this agreement and the District's Rules and Regulations.

### NOW, THEREFORE, it is mutually agreed as follows:

1. DEVELOPER TO FURNISH DEVELOPMENT PLAN: Developer will furnish to the District a copy of his plan to develop or subdivide the said real property.
2. PREPARATION OF WATER DELIVERY SYSTEM: Upon receipt of the Developer's plans, the District shall provide basic information as needed by the Developer to prepare a private irrigation distribution plan. Developer will be responsible for the cost of preparation of this plan. The plan shall be prepared by a Professional Engineer licensed in the State of Washington. The plan shall include the following:
  - a. The location of connection to the District's existing system and turnout number.

- b. A plan/profile for the private distribution system, showing what will be installed to serve the development and all of its components to each lot.
  - c. The pipe sizes and specifications of all mains and laterals.
  - d. All fittings, equipment and material to be installed in connection with the mains and laterals in order to transport water from the District system to the point of utilization.
  - e. Any other information, which the District determines is required by the particular circumstances involved.
3. CONSTRUCTION OF SYSTEM: Developer will construct a private irrigation distribution system as prepared by the Developer's Engineer and as per the Districts standards, conditions and specifications. Irrigation water may only be used on lands classified as "Irrigable" by the USBR. Irrigation water may only be used on lands within the District Boundaries
  4. AS-BUILT PLANS: Developer will provide both a **full size** hard copy and **an electronic copy** of the as-built plan showing final construction of the private distribution system with in 30 days of completion.
  5. EASEMENT DESCRIPTIONS: Easements for all mains and laterals shall be a minimum of 10 feet wide. Easement legal descriptions shall be prepared by a surveyor or engineer licensed to practice in the State of Washington.
  6. EASEMENT AREAS: No activity, *including but not limited to, planting, digging, improvement, construction, paving, or any other work* shall take place within any USBR or LCRD easement area unless the applicant has entered into a written crossing agreement with LCRD where we have specifically authorized that activity. The agreement shall be on such terms and conditions as USBR or the District requires.
  7. DISTRICT'S INSPECTION AND DIRECTION: The District, shall have the right to enter upon the Developer property, at any time prior to the completion of the construction, installation, inspection and testing of the system to inspect the construction of the water system and/or to direct the Developer, his contractor, agents, or employees, to take any action necessary to fully comply with the Water Plan. Developer shall take, or cause to be taken, any action directed by the District, and shall cause such water system to be constructed in all respects in full conformity with the Water Plan.

8. FEES DUE/CHARGES: The Developer will make a non-refundable advance payment to the District which will be applied towards the District's engineering, legal and other expenses related to implementation of this Agreement. Required upon the signing of this agreement is a non-refunable fee of \$500 for Short Plats, or \$1,000 for Plats. In addition to the minimum fee, the District may require an additional deposit to cover additional costs like can installations, parts, tap fees, ect. If additional money is due to the District, it will be billed and due within 30 days from the date of the invoice.
9. INSTALLATION OF MAIN TAPS AND GATE VALVES: All new connections to existing District facilities, necessary to serve such water system, shall be installed by District personnel, at the expense of the Developer as computed by the District, unless the District authorizes otherwise.
10. INSPECTION AND TESTING OF COMPLETED SYSTEM: When the Developer believes that the water system has been completed in full conformity with the private distribution plan, they shall notify the District. The District shall have the opportunity to inspect the system at that time. The District will then notify the Developer in writing of its approval of the private distribution system, or of any additions, changes or modifications required prior to such approval.
11. REPAIRS TO AND REPLACEMENT OF SYSTEM: Following District approval of the private distribution irrigation system, the system will remain private and is the responsibility of the homeowners and/or Homeowner's Association (HOA) to maintain, repair and replace. The District does not have any responsibility after the outside valve of the turnout.
12. DISTRICT RULES AND REGULATIONS: The Developer his successors and assigns shall be subject to existing and future Rules and Regulations of the District.
13. BINDING AGREEMENT: The terms, conditions and covenant hereof shall extend to and be binding upon the heirs, successors, and assigns of the parties to this agreement.
14. ATTORNEY'S FEES, VENUE: Venue of any suit or proceeding to enforce or construe this Agreement shall be in Chelan County, Washington, and the prevailing party shall be entitled to an award of reasonable attorney fees and costs.

IN WITNESS WHEREOF the parties have caused this instrument to be executed this \_\_\_\_\_  
day of \_\_\_\_\_ 20\_\_\_\_.

**DEVELOPER**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

STATE OF WASHINGTON )

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 \_\_\_\_\_ to me known to be the \_\_\_\_\_, respectively, of \_\_\_\_\_, 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 he/she authorized to execute the said instrument.

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

\_\_\_\_\_  
Notary Public residing at \_\_\_\_\_

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF this agreement has been executed on this \_\_\_\_day of \_\_\_\_\_  
20\_\_\_\_\_.

**LAKE CHELAN RECLAMATION DISTRICT:**

\_\_\_\_\_  
David Clark, President

\_\_\_\_\_  
Rodney Anderson, Secretary-Manager

STATE OF WASHINGTON )

COUNTY OF CHELAN )

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 **David Clark** and **Rodney Anderson**, to me known to be the President and Secretary-Manager, respectively, of Lake Chelan Reclamation District, and signed on behalf of said District and acknowledged the said instrument to be the free and voluntary act of and deed of the District, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

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

\_\_\_\_\_  
Notary Public residing at CHELAN, WA  
Printed Name: JENNIFER E. COLLINS  
My Commission Expires: 08-10-2023

**Exhibit “A”**

**Legal Description or Map Showing Development Location**

**Exhibit “B.”**

**Proposed Short Plat or Plat**