

TEMPORARY WATER TRANSFER AGREEMENT

THIS TEMPORARY WATER TRANSFER INTERLOCAL AGREEMENT is made and entered into in accordance with the requirements of RCW 39.34, on the ____ day of _____, 2024, by and between CITY OF YAKIMA, hereinafter referred to as the **Transferor**, whose address is 129 N. 2nd St.; YAKIMA, WA 98901; CITY OF TIETON hereinafter referred to as the **Transferee**, whose address is P.O. BOX 357, TIETON, WA 98947; and YAKIMA-TIETON IRRIGATION DISTRICT, an irrigation district organized under the laws of the State of Washington, hereinafter referred to as the **District**, and whose address is 470 Camp Four Road, Yakima, WA 98908;

W I T N E S S E T H:

1. Transferor, for and in consideration of good and valuable consideration does hereby transfer to Transferee 31.00 shares of water from the facilities of the District, said water now being appurtenant to Yakima County tax parcel number 181316-31402 & 181316-11400 owned by the Transferor, and situated, lying, and being in Yakima County, Washington, and within the boundaries of the District, does hereby transfer said 31.00 shares of water from the above-described property for the year 2024 to Yakima County parcels within the City of Tieton irrigation service area owned by Transferee and all parcels as listed on the attached irrigation turnout summary, situated, lying, and being in Yakima County, Washington, and within the boundaries of the District; it being the intention of Transferee to use said shares of water on the properties last described for the current irrigation season. This agreement shall continue for the current irrigation season and shall terminate and be of no further force or effect upon the expiration of the current irrigation season without any further action of any party. Other than the one-time transfer of water shares as set forth herein, no other real or personal property shall exchange hands as part of this transaction.

2. Transferee does hereby agree to pay the Transferor \$125.00 per share for 31.00 shares plus the billing charge of \$80.00, for use in the water year of 2024, a total of \$3,955.00. Payment is due at the Transferor fifteen (15) days from date of invoice.

3. Transferee does hereby agree that the total resulting shares of water to be used on the property last above described, including said shares of water herein transferred, is 31.00 shares of water. The District, for and in consideration of the conditions provided herein, does hereby approve and acknowledge the above transfer of the aforementioned water.

4. The water user parties' above-described properties and water herein transferred shall be and remain expressly subject to the rules and regulations of the Yakima-Tieton Irrigation District.

5. The water user parties' above-described properties and water herein transferred are expressly subject to assessments, rates, tolls, and charges of the District for any lawful purpose, including but not limited to the care, maintenance, upkeep, operation, management, repair, reconstruction, betterment, and improvement of facilities of the District, for the payment of any indebtedness due the United States and the State of Washington, and for the payment of bonds and interest thereon.

6. All assessments, rates, tolls, and charges of the District payable for the current and all prior years associated with the properties involved shall be paid in full prior to the District's approval and acknowledgement of this transfer. The parties shall be responsible for any payments or reimbursements between the parties, and the District shall have no responsibility for the handling or transmittal of such funds.

7. The water user parties' above-described properties and water herein transferred are expressly subject to all the terms and conditions of original water deeds and contracts creating and initiating the water rights transferred herein.

8. The parties acknowledge and agree to the following:

- a. Water rights in the Yakima River Drainage Basin, including but not limited to the right of diversion and use of and the extent and priority of the right to the use of any surface water of the Yakima River Drainage Basin, are have been determined and adjudicated in the case of *State of Washington v. Acquavella*, Yakima County Cause No. 77-2-01484-5 and the final decree signed in May 2019.
- b. Judge Walter Stauffacher issued an order on August 13, 1992, which provided as follows:

1. IT IS HEREBY FURTHER ORDERED that changes in the place of use of water within the boundaries of an irrigation district may be approved by the board of directors of the irrigation district and do not require the approval of the Department of Ecology.

9. Transferor and Transferee hereby release and agree to indemnify, hold harmless and defend the Yakima-Tieton Irrigation District, and its directors, officers, agents, and employees, on account of any and all damages or claims, including but not limited to attorneys' fees and expenses, by whomsoever made and of any nature whatsoever, arising out of or in any manner connected to this Temporary Water Transfer Agreement or arising out of or in any manner connected to the water herein transferred being found or determined to be void or voidable. Transferor's and Transferee's duties under this paragraph to indemnify the Yakima-Tieton Irrigation District shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Yakima-Tieton Irrigation District or its directors, officers, agents, and employees. The Yakima-Tieton Irrigation District hereby releases and agrees to indemnify, hold harmless and defend Transferor and Transferee

and their elected officials, appointed officials, agents, and employees, on account of all damages or claims, including attorneys' fees and expenses, for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Yakima-Tieton Irrigation District or its directors, officers, agents, and employees. In the event of damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (1) the Yakima-Tieton Irrigation District or its directors, officers, agents, or employees, and/or (2) Transferor or its elected officials or appointed officials, employees, or agents, and/or (3) Transferee or its elected officials or appointed officials, employees, and agents, Transferor's, Transferee's and/or the Yakima-Tieton Irrigation District's duty to indemnify under this paragraph shall apply only to the extent of each such party's negligence.

10. Transferee shall pay in advance to the District all the District costs associated with this transfer, including but not limited to all costs for administration, orifice plates, parts, mileage, labor, and all other costs associated with the transfer.

11. The water user parties hereby certify and warrant under penalty of perjury of the laws of the state of Washington that they are the owners of their respective properties as described herein. Transferor furthermore certifies and warrants under penalty of perjury of the laws of the state of Washington that Transferor is not in default under any mortgage lien covering Transferor's property, that there are no liens on Transferor's property, other than mortgage liens, and that the contract seller of such property, if any, has consented to this temporary transfer by the signature below. In the event of any sale or transfer of Transferor's property described above, Transferor shall take full responsibility for notifying any purchaser or other transferee of this temporary transfer.

12. In accordance with RCW 39.34.040, prior to this agreement becoming effective it shall be listed by subject on the City of Yakima web site.

Transferee: CITY OF TIETON

Transferee Signature

Title: _____

Date: _____

YAKIMA TIETON IRRIGATION DISTRICT

By: _____

Date: _____

Travis Okelberry, Secretary-Manager

Transferor: CITY OF YAKIMA

By: _____

Date: _____

Dave Zabell, Interim City Manager

Attest:

Date: _____

Roslinda Ibarra, City Clerk

City Contract No. 2024-_____

Resolution No. R-2024-_____

YTID / City of Tieton Irrigation Turnout Summary										
Turnout	System	Acct#	Water User	Shares	Transfer	NetShares	IrrigationFlow			
115	1	1502	City of Tieton	20.94	-8.29	12.65	61.99	Comment: Transferred to 0133A		
0133A	1	1502	City of Tieton	34.97	38.12	73.09	358.14			
0163C	1	4195	City of Tieton		3	4.28	7.28	Comment: Transferred from 0115 City of Tieton 8.29 Transferred from 7700 City of YKM 11 Transferred from 7890 City of YKM 3.43 Transferred from 7890 City of YKM 15.4		
2011	2	3764	City of Tieton	10.17		10.17	49.83			
2014	2	4591	City of Tieton	27.52		27.52	134.85			
1806B	1	4194	City Of Tieton (Hatto	25.51	-3.11	22.4	109.76			
			City of Yakima Share Transfer		31			Comment: Transfer from 1806B City of Tieton 3.11 Transfer from 7890 City of YKM 1.17		
Turnouts and Parcels Served										
Turnout 0115	Turnout 0133A		Turnout 0163C		Turnout 2014					
161413-11008	161413-11407	171418-23023	171418-23451	171418-42404	171418-21001					
161413-11407	161413-14017	171418-23025	171418-23452	171418-42405	171418-21015					
161413-11408	171418-13007	171418-23027	171418-23453	171418-42406	171418-21426					
161413-11412	171418-13009	171418-23028	171418-23454	171418-42407	171418-21427					
161413-11415	171418-13406	171418-23029	171418-23462	171418-42408	171418-21428					
161413-11416	171418-13414	171418-23030	171418-23463	171418-42414	171418-21429					
161413-11417	171418-13415	171418-23031	171418-23464	171418-42415	171418-21430					
161413-11418	171418-13416	171418-23033	171418-23470	171418-43406	171418-21431					
161413-11419	171418-21007	171418-23034	171418-23471	171418-43407	171418-21432					
161413-11420	171418-21423	171418-23035	171418-23472	171418-43408	171418-21433					
161413-11422	171418-21425	171418-23036	171418-23473	171418-43409	171418-21434					
161413-11423	171418-22400	171418-23038	171418-23474	171418-43410	171418-21435					
161413-11424	171418-22403	171418-23039	171418-23475	171418-43411	171418-21436					
161413-11425	171418-22407	171418-23040	171418-23476	171418-43412	171418-21437					
161413-11426	171418-22408	171418-23041	171418-23477	171418-43413	171418-21438					
161413-11429	171418-22409	171418-23042	171418-23478	171418-43415	171418-21439					
161413-11430	171418-22410	171418-23046	171418-23479	171418-43416	171418-21440					
161413-11431	171418-22411	171418-23051	171418-23480	171418-43417	171418-21441					
161413-11432	171418-22412	171418-23053	171418-24009		171418-21442					
161413-11437	171418-22413	171418-23055	171418-24400	Turnout 2011	171418-21447					
161413-11438	171418-22417	171418-23056	171418-24404		171418-21448					
161413-11447	171418-22418	171418-23057	171418-24405	171418-21411	171418-21453					
161413-11448	171418-22419	171418-23060	171418-24412	171418-21412	171418-21454					
161413-11449	171418-22421	171418-23061	171418-24415	171418-21414	171418-21459					
161413-11450	171418-22422	171418-23062	171418-24416	171418-21415	171418-21460					
161413-11453	171418-22423	171418-23064	171418-24417	171418-21416	171418-21461					
161413-12407	171418-22424	171418-23065	171418-24418	171418-21417	171418-21462					
161413-12408	171418-22426	171418-23068	171418-24423	171418-21418	171418-21463					
161413-12409	171418-22434	171418-23070	171418-24429	171418-21419	171418-21464					
161413-12410	171418-22435	171418-23400	171418-24433	171418-21420	171418-21465					
161413-12411	171418-22438	171418-23401	171418-24440	171418-21421	171418-21466					
161413-12419	171418-22439	171418-23402	171418-24441	171418-22481						
161413-12420	171418-22440	171418-23403	171418-24447	171418-22482	Turnout 1806B					
161413-12424	171418-22441	171418-23404	171418-24448	171418-22483						
161413-12426	171418-22442	171418-23405	171418-24449	171418-22484	171420-21004					
161413-14009	171418-22444	171418-23406	171418-24450	171418-22485						
161413-14010	171418-22450	171418-23407	171418-24451	171418-22486						
161413-14014	171418-22451	171418-23408	171418-24453	171418-22487						
161413-14017	171418-22455	171418-23409	171418-24454	171418-22488						
171418-22007	171418-22456	171418-23410	171418-24455	171418-22489						
171418-22465	171418-22458	171418-23411	171418-24456	171418-22493						
171418-22472	171418-22460	171418-23412	171418-24458	171418-22499						
	171418-22464	171418-23413	171418-24459	171418-22500						
	171418-22471	171418-23415	171418-24462	171418-22501						
	171418-22476	171418-23416	171418-24465	171418-22502						
	171418-22477	171418-23417	171418-24473	171418-22506						
	171418-22479	171418-23421	171418-24474	171418-22507						
	171418-22503	171418-23422	171418-24475	171418-22512						
	171418-22504	171418-23424	171418-24477	171418-22515						
	171418-23001	171418-23428	171418-24482	171418-22516						
	171418-23002	171418-23430	171418-24484	171418-22522						
	171418-23003	171418-23431	171418-24486	171418-22535						
	171418-23004	171418-23432	171418-24490	171418-22536						
	171418-23005	171418-23434	171418-24492	171418-22541						
	171418-23008	171418-23435	171418-24498							
	171418-23009	171418-23436	171418-24507							
	171418-23010	171418-23438	171418-24513							
	171418-23013	171418-23440	171418-24515							
	171418-23015	171418-23442								
	171418-23020	171418-23444								
	171418-23021	171418-23448								