

2025 WATER RIGHT SHORT-TERM LEASE AGREEMENT

THIS WATER RIGHT SHORT-TERM LEASE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2025 ("the Effective Date"), by and between the Selah Moxee Irrigation District ("SMID"), and _____ ("water user").

Recitals

A. WHEREAS, SMID is the owner of a certain Water Right, under Water Right Certificate Number S4-84594-J, ("SMID's Water Right"). SMID's Water Right has been confirmed for the withdrawal of up to 13,781.0 acre-feet per year ("af/y"), for irrigation of 2,001.94 acres, between April 1 and October 31, with a priority date of January 26, 1887; and

B. WHEREAS, SMID's Water Right was transferred to the Washington State Trust Water Right Program (TWRP) for instream flow and mitigation purposes in accordance with Chapters 90.03, 90.38 and 90.42 RCW, pursuant to the Water Banking Agreement; and

C. WHEREAS, The Department of Ecology has issued an Emergency Drought Authorization (**No.** _____). WATER USER has agreed to pay 100% of the lease cost; and

D. WHEREAS, WATER USER agrees to the short-term leasing of _____ af/y of water ("WATER USER's Proposed Water Right") to serve as WATER USER's emergency drought well mitigation ("WATER USER's intended purposes"); and SMID desires to provide to WATER USER, WATER USER's Proposed Water Right and to take such other actions as herein provided;

NOW, THEREFORE, in consideration of the foregoing payment of the acquisition price as described herein and of the mutual covenants hereinafter set forth, the Parties hereto hereby agree as follows:

1. Price. Subject to the terms and conditions set forth in this Agreement, SMID agrees to provide, and WATER USER agrees to lease WATER USER's Proposed Water Right for the amount of _____ af/y at a price of \$350.00 per af; Totaling Dollars (\$_____) for the 2025 irrigation year only.

2. Payment Terms. The Lease price shall be paid to SMID at the time of signing this Agreement.

3. Cooperation. WATER USER and SMID agree to cooperate and provide each other, when requested, any and all documents, records, or other information that each may need to facilitate and complete the proposed transaction when requested by the other party.

4. WATER USER's Acknowledgements. WATER USER acknowledges that SMID makes no

promise or warranty, express or implied, as to whether and to what extent any quantity of water may ultimately be deemed beneficially used and/or suitable for lease, it being understood that WATER USER is free to conduct its own due diligence inquiry regarding the validity-and-extent of the subject SMID's Water Right, its transferability, and its suitability to provide mitigation.

5. Governing Law and Venue. This Agreement shall be interpreted, construed, and enforced according to the laws of the State of Washington. Venue shall be in Yakima County, Washington.

6. Legal Relationships. The Parties to this Agreement execute the same solely as set forth in this Agreement. No partnership, joint venture or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representation for, act on behalf of, or be liable for the debts of the other.

7. Assignment; Successors. Neither WATER USER nor SMID may sell, transfer, assign, pledge, or encumber its interest in this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

8. Entire Agreement. All understandings and agreements previously existing between the Parties, if any, are merged into this Agreement, which alone fully and completely expresses their agreement, and the same is entered into after full investigation, neither party relying upon any statement or representation made by the other not embodied herein.

9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument. All such counterparts together shall constitute a fully executed Agreement. Email transmission of this Agreement and retransmission of any signed email transmission shall be the same as delivery of an original.

10. Amendment. This Agreement may not be modified or amended except by the written agreement of the Parties.

IN WITNESS WHEREOF the Parties have signed and delivered this Agreement as of the day and year first above written.

SELAH MOXEE IRRIGATION DISTRICT:

Name:

By: Michael McGree, Board President

_____, _____