

EAST COLUMBIA BASIN IRRIGATION DISTRICT

RESOLUTION 2026 – 10

Concurring with the Bureau of Reclamation's Relocation and Abandonment of Easement Rights for the EL20UI located within the Northeast Quarter and the Northwest Quarter of the Northwest Quarter of Section 19, Township 19 North, Range 29 East, Willamette Meridian, Columbia Basin Project, Grant County, Washington.

WHEREAS, Good Faith 4 All, LLC, has requested the relocation and abandonment the United States easement for EL20UI; and

WHEREAS, the East Columbia Basin Irrigation District has received and approved the Good Faith 4 All, LLC's request to relocate and abandon the United States easement for EL20UI; and

WHEREAS, the current location of the EL20UI will not be abandoned until the construction of the relocated portion of the EL20UI has successfully run for one (1) full water season; and,

WHEREAS, Reclamation will include the East Columbia Basin Irrigation District under the indemnification and hold harmless clause in the Quitclaim Deed.

NOW THEREFORE, be it resolved by the Board of Directors of the East Columbia Basin Irrigation District that it concurs with the Bureau of Reclamation's decision to relocate and abandon the United States easement for EL20UI.

DULY ADOPTED in Open Meeting this 11th day of August, 2026.



(SEAL)

BOARD OF DIRECTORS

[Handwritten signatures of Board of Directors members]

ATTEST:

[Handwritten signature of Secretary]

Secretary



United States Department of the Interior

BUREAU OF RECLAMATION
Ephrata Field Office
32 C Street NW
Ephrata, WA 98823-0815



IN REPLY REFER TO:

EPH-2409

2.2.3.19

Mr. Craig Simpson, P.E.
Secretary – Manager
East Columbia Basin Irrigation District
P.O. Box E
Othello, Washington 99344

E.C.B.I.D
RECEIVED

JUN 28 2024



Subject: Resolution Concurrence for the Request to Relocate a Portion of the EL20U1,
Contract No. 22-07-16-L6321, EFO 22-0042

Dear Mr. Simpson:

The Bureau of Reclamation received a request from Good Faith 4 All, L.L.C. to relocate a portion of the EL20U1 located in the Northeast Quarter (NE¼) and the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Farm Unit Eight-One (81) Section Nineteen (19), Township Nineteen (19) North, Range Twenty-Nine (29) East, Willamette Meridian, Columbia Basin Project, Grant County, Washington. On August 16, 2023, the East Columbia Basin Irrigation District (ECBID) concurred in an email to the relocation of the facility. ECBID issued a Permit to Erect and Maintain Structures across the current EL20U1 to allow construction of access roads for the subdividing of Farm Unit 89 on March 18, 2024.

Reclamation and the ECBID Engineers have agreed that the current EL20U1 easement will not be abandoned until the new facility is constructed and has been determined to have successfully operated for one (1) full water season.

Reclamation is agreeable to the relocation of this portion of the EL20U1 and would like to obtain the formal concurrence of the ECBID Board. A draft copy of the Grant of Easement for the new alignment of the facility, the Quitclaim Deed for the current alignment of the facility, and a resolution form are enclosed for your review. If it is satisfactory, please sign the resolution and return it to Reclamation for our records.

Thank you for your assistance. If you have any questions or need further information, please contact Mrs. Karissa McDonald, Realty Specialist, at (509) 906-0917 or kMcDonald@usbr.gov.

INTERIOR REGION 9 • COLUMBIA-PACIFIC NORTHWEST

IDAHO, MONTANA*, OREGON*, WASHINGTON

* PARTIAL

RETURN TO:
Bureau of Reclamation
Attn: EPH-2409
32 C St NW
Ephrata, WA 98823
EFO 22-0042

Contract No. 22-07-16-L6321
NW¼ S.19, T.19N., R.29E., WM
Grant County, Washington
Tax Parcel Nos. 091135506, 091135507,
091135508, 091135509, 091135510, 091135511,
091135512, 091135503, 091135513, 091135538,
091135539, 091135552, 091135553,
091135554 & 091135555

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Columbia Basin Project
Grant County, Washington**

Grant of Easement

This Agreement, made this ____ day of _____, 2026, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388; 43 U.S.C. §391) and all amendatory thereof or supplementary thereto, collectively referred to as the Federal Reclamations Laws, and including without limitation by this enumeration, the Columbia Basin Project Act of March 10, 1943 (57 Stat. 14; 16 U.S.C. §835), by and between the **United States of America** and its assigns, the Grantee, hereinafter referred to as the United States, acting by and through the Department of the Interior, Bureau of Reclamation, hereinafter referred to as **Reclamation**, and represented by the authorized official executing this deed, and **Good Faith 4 All, LLC**, a Washington Limited Liability Company, hereinafter referred to as the **Grantor**.

WITNESSETH, THAT:

WHEREAS, the United States, in connection with the construction, operation, and maintenance of the Columbia Basin Project, has constructed or hereinafter may construct certain project facilities for the benefit of irrigation, flood control, and operation and maintenance; and,

WHEREAS, the Grantor is the current record title owner of certain lands located within the Northwest Quarter (NW¼) of Section Nineteen (19), Township Nineteen (19) North, Range Twenty-Nine (29) East, Willamette Meridian, Columbia Basin Project, Grant County, Washington; and,

WHEREAS, the United States acquired a right-of-way for the EL20U1 through certain lands by virtue of a Warranty Deed from Lottie Driggs, dated April 30, 1952, as recorded under Auditor File Number 270734; and,

5. The Grantor covenants that the title to the premises described herein is vested in Good Faith 4 All, LLC, subject only to the interests, liens, encumbrances expressly provided herein.
6. If the Secretary of the Interior determines that the title should be acquired by the United States by judicial procedure, either to procure a safe title, or to obtain title more quickly, or for any other reason, than the award to be made for the interest acquired in said lands in said proceedings shall be the same amount as the purchase price herein provided.
7. The Grantor warrants that they have not employed any person other than an attorney to solicit or secure this agreement upon any contract for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the United States the right to annul this agreement, or in its discretion, to deduct from the agreement price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission's payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Grantor for the purpose of securing business with others than the United States.
8. No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement, or to any benefit that may arise here from, but this restriction shall not be construed to extend to this agreement if made with a corporation or company for its general benefit.

The acquiring federal agency is the Department of the Interior, Bureau of Reclamation, acting for the United States.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and date first above written.

GOOD FAITH 4 ALL, LLC

THE UNITED STATES OF AMERICA
Department of the Interior

Alan Scott
Owner
Good Faith 4 All, LLC
1328 E Hunter Pl
Moses Lake, WA 98837

Marc Maynard
Ephrata Field Office Manager
Ephrata Field Office
Columbia Cascades Area
Bureau of Reclamation
32 C St NW
Ephrata, WA 98823

Exhibit 'A'

USBR Canal EL20U1 Right-of-way Relocation

All that certain real property situate in the Northeast One-Quarter and Northwest One-Quarters of the Northwest One-Quarter of Section 19, Township 19 North, Range 28 East, Willamette Meridian, City of Moses Lake, County of Grant, State of Washington, lying within Parcels 3, 6, 7, 8, 9, 10, 11, 12, 13, 14, 38, 39, 40, 41, 42, 43, 52, 53, 54, 55 and 59 of Good Faith 4 All Binding Site Plan as recorded in Volume 4 of Binding Site Plans, Pages 87 through 91, records of Grant County, Washington, being a portion of a strip of land, 40-feet wide, sidelines being 20-feet each side of the centerline more particularly described as follows:

COMMENCING at the Northwest corner of said Section 19, an encased USBR (United States Bureau of Reclamation) Brass Cap, thence South 89°33'06" East along the North line of said Northwest One-Quarter a distance of 1301.59 feet;

Thence leaving said North line South 00°28'53" West a distance of 40.00 feet to the southerly Right-of-way of Wheeler Road (also being the North boundary of said Good Faith 4 All Binding Site Plan) and the **TRUE POINT OF BEGINNING**;

Thence the following 9 (nine) courses:

1. Thence continuing South 00°28'53" West a distance of 10.00 feet;
2. Thence South 08°50'13" East a distance of 99.54 feet;
3. Thence South 19°42'10" East a distance of 143.99 feet;
4. Thence South 00°29'00" West a distance of 155.44 feet;
5. Thence South 09°24'26" West a distance of 230.45 feet;
6. Thence South 00°26'55" West a distance of 210.63 feet;
7. Thence South 89°33'07" East a distance of 1277.23 feet to a point 20.00 feet distant from, at right angles, the East line of said Northwest One-Quarter (also being the East boundary of said Good Faith 4 All Binding Site Plan);
8. Thence South 00°31'55" West parallel with and 20.00 feet offset westerly to said East line a distance of 331.85 feet;
9. Thence South 47°58'28" East a distance of 26.70 feet to the **POINT OF TERMINUS**.

Said sidelines are to be extended to and/or truncated at said North and East boundaries of said Good Faith 4 All Binding Site Plan.

As depicted on Exhibit 'B'.



RETURN TO:
Bureau of Reclamation
Attn: EPH-2409
32 C St NW
Ephrata, WA 98823
EFO 22-0042

Contract No. 22-07-16-L6321
NW¼ S.19, T.19N., R.29E., WM
Grant County, Washington
Tax Parcel Nos. 091135506, 091135507,
091135508, 091135509, 091135530, 091135532,
099113554, 091135535, 091135536, 091135537,
091135539, 091135543, 091135553, 091135554,
& 091135555

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Columbia Basin Project
Grant County, Washington**

QUITCLAIM DEED
(Abandonment of Easement Rights Only)

This Quitclaim Deed, made the _____ day of _____, 2026, pursuant to the Act of Congress June 17, 1902 (32 Stat. 388; 43 U.S.C. §391), and all acts amendatory thereof or supplementary thereto, collectively referred to as the Federal Reclamation Laws; including the Act of August 4, 1939 (53 Stat. 1187), as amended by the Act of March 10, 1943 (57 Stat. 14) between the United States of America, Grantor, hereinafter referred to as the United States, acting by and through the United States Department of the Interior, Bureau of Reclamation, hereinafter referred to as **Reclamation, and **Good Faith 4 All**, a Washington Limited Liability Company, hereinafter referred to as the **Grantee**.**

WITNESSETH THAT:

WHEREAS, the United States, acting by and through Reclamation, has pursuant to Federal Reclamation Laws, and in connection with the Columbia Basin Project, hereinafter referred to as the Project, acquired an easement for the EL20U1 by virtue of a Warranty Deed for a Perpetual Right of Way and Easement, from Lottie Driggs, as recorded under Auditor File Number 270734, dated April 30, 1952; and,

WHEREAS, the Grantee, is the owner of the land located in the Northwest Quarter (NW¼) of Section Nineteen (19), Township Nineteen (19) North, Range Twenty-Nine (29) East, Willamette Meridian, Columbia Basin Project, Grant County, Washington; and,

WHEREAS, the EL20U1 is a Reclamation irrigation facility, which is being operated and maintained by the East Columbia Basin Irrigation District, hereinafter referred to as the District, under a repayment contract with the United States; and,

No remediation by the United States on behalf of the Grantee has been made or will be made because none is necessary.

(1) The Grantee accepts the premises and appurtenances as is.

(2) CERCLA Environmental Covenants and Stipulations:

- a. To the extent the United States is determined responsible, the United States warrants that any response action or corrective action found to be necessary after the date of the transfer shall be conducted by the United States.
- b. The United States is hereby granted access to the property in any case in which a response action or corrective action is found to be necessary by the United States after such date at such property, or such access is necessary to carry out a response action or corrective action on adjoining property.
- c. The Grantee stipulates that they will become the responsible party, should a release occur once they have taken possession of the property being conveyed.

IN WITNESS WHEREOF, the United States of America has executed this document the day and year first above written.

THE UNITED STATES OF AMERICA
Department of the Interior

Marc Maynard
Ephrata Field Office Manager
Bureau of Reclamation
Columbia-Cascades Area
Ephrata Field Office
32 C St NW
Ephrata, WA 98823

Acceptance and Release:

Good Faith 4 All, LLC, hereby accepts, according to the conditions stated, this deed and the rights herein quitclaimed and agrees to assume complete responsibility for that portion of the property quitclaimed herein and to indemnify and hold harmless the United States, its employees, agents, assigns and the District from any loss or damage and from any liability on account of personal injury, death, or property damage, of any nature whatsoever and by whomsoever made that may occur or result in any way from the disposal of said easement.

Landowner

Alan Scott
Owner
Good Faith 4 All, LLC

Exhibit 'A'

USBR Canal EL20U1 Right-of-Way Extinguishment

All that certain real property situate in the Northeast One-Quarter and Northwest One-Quarter of the Northwest One-Quarter of Section 19, Township 19 North, Range 29 East, Willamette Meridian, Columbia, City of Moses Lake, County of Grant, State of Washington, being that portion of the 40-foot wide USBR (United States Bureau of Reclamation) Canal EL20U1 Right-of-Way as shown on the Farm Unit Plat of Irrigation Block 41, Columbia Basin Project, lying within parcels 6, 7, 8, 9, 28, 30, 32, 34, 35, 37, 39, 43, 53, 54, 55 and 59 of Good Faith 4 All Binding Sit Plan as recorded in Volume 4 of Binding Site Plans, Pages 87 through 91, records of Grant County, Washington.

As depicted on Exhibit 'B'



**EAST COLUMBIA BASIN IRRIGATION DISTRICT
RESOLUTION NO. _____**

Approval of the Relocation and Abandonment the United States Easement for the EL20U1. Said land is located within the Northeast Quarter and the Northwest Quarter of the Northwest Quarter of Section 19, Township 19 North, Range 29 East, Willamette Meridian, Columbia Basin Project, Grant County, Washington.

WHEREAS, the United States, acting by and through Reclamation, acquired an easement for the EL20U1 by virtue of a Warranty Deed from Lottie Driggs, dated April 30, 1952, as recorded under Auditor File No. 270734; and,

WHEREAS, Good Faith 4 All, LLC, has requested the relocation and abandonment the United States easement for EL20U1; and,

WHEREAS, the current location of the EL20U1 will not be abandoned until the construction of the relocated portion of the EL20U1 has successfully ran for one (1) full water season; and,

WHEREAS, Reclamation will include the East Columbia Basin Irrigation District under the indemnification and hold harmless clause in the Quitclaim Deed.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Board of Directors of the East Columbia Basin Irrigation District that it approves of the relocation and abandonment of the United States easement for EL20U1.

DULY ADOPTED during the regular meeting of the Board of Directors this ____ day of _____, 2026.

BOARD OF DIRECTORS

(SEAL)

ATTEST

